

CAPISTRANO UNIFIED SCHOOL DISTRICT  
33122 Valle Road  
San Juan Capistrano, CA 92675

BOARD OF TRUSTEES  
Regular Meeting

May 8, 2013

Closed Session 6:00 p.m.  
Open Session 7:00 p.m.

**AGENDA**

**CLOSED SESSION AT 6:00 P.M.**

1. **CALL TO ORDER**
2. **CLOSED SESSION COMMENTS**
3. **CLOSED SESSION** (as authorized by law)

**A. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT**

**EXHIBIT 3A1-A2**

- 1) Middle School Principal
  - 2) Elementary School Principals
- (Pursuant to Government Code §54957)*

**B. CONFERENCE WITH LABOR NEGOTIATORS**

**EXHIBIT 3B**

- Dr. Joseph M. Farley/Jodee Brentlinger/Clark Hampton/Jon Pearl  
Employee Organizations:
- 1) Capistrano Unified Education Association (CUEA)
  - 2) Capistrano School Employees Association (CSEA)
  - 3) Teamsters
- (Pursuant to Government Code §54957.6)*

**PUBLIC HEARING: Agenda Item #1 – CUEA Contract Reopener Proposal for the 2013-2014 School Year**  
**PUBLIC HEARING: Agenda Item #3 – CSEA Contract Reopener Proposal for the 2013-2014 School Year**  
**PUBLIC HEARING: Agenda Item #5 – Teamsters Contract Reopener Proposal for the 2013-2014 School Year**

**RECORDING OF SCHOOL BOARD MEETINGS**

**In accordance with Board Policy 9324, Board Minutes, all Regular School Board Meetings will be audio recorded**

## **OPEN SESSION AT 7:00 P.M.**

### **PLEDGE OF ALLEGIANCE**

### **ADOPTION OF THE AGENDA – ROLL CALL**

### **REPORT ON CLOSED SESSION ACTION**

### **SPECIAL RECOGNITIONS**

*Lyndcee Barragato - Participation in the Best Buddies Program*  
*Stephany Rose, Paul Coppes, and Randy Hudson – CUSD Teachers of the Year*

### **BOARD AND SUPERINTENDENT COMMENTS**

### **ORAL COMMUNICATIONS (Non-Agenda Items)**

Oral Communications will occur immediately following Board and Superintendent Comments. The total time for Oral Communications shall be twenty (20) minutes. Individual presentations are limited to a maximum of three (3) minutes per individual.

## **PUBLIC HEARINGS**

### **1. PUBLIC HEARING – DISTRICT CONTRACT REOPENER PROPOSAL TO CUEA FOR THE 2013-2014 SCHOOL YEAR:**

INFORMATION/  
DISCUSSION

The Board will conduct a public hearing on the District's contract reopener proposal to Capistrano Unified Education Association (CUEA) for the 2013-2014 school year. Supporting information is located in Exhibit 2.

#### Staff Recommendation

It is recommended the Board President open the public hearing, determine if members of the public have submitted requests to speak on the item, and after hearing any speakers, formally close the public hearing.

### **2. DISTRICT CONTRACT REOPENER PROPOSAL TO CUEA FOR THE 2013-2014 SCHOOL YEAR:**

DISCUSSION/  
ACTION  
Page 1  
**EXHIBIT 2**

On June 27, 2012, the Board formally adopted a one-year settlement agreement between the District and Capistrano Unified Education Association (CUEA). The current contract is in effect from July 1, 2012, through June 30, 2013. Board Policy 4143.1 Public Notice – Issues of Meeting and Negotiations describes the steps to be taken by the Board and its authorized representatives in order to enter into a new agreement with an exclusive bargaining unit. The District is submitting its reopener proposal so the 2013-2014 negotiations may address the context of the current District and state funding challenges.

#### ***CUSD Strategic Plan Pillar 5: Effective Operations***

***Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services***

#### Staff Recommendation

It is recommended the Board President recognize Jodee Brentlinger, Assistant Superintendent, Personnel Services, to present this item.

Following discussion, it is recommended the Board of Trustees approve the District contract reopener proposal to CUEA for the 2013-2014 school year.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

**3. PUBLIC HEARING – DISTRICT CONTRACT REOPENER PROPOSAL TO CSEA FOR THE 2013-2014 SCHOOL YEAR:**

INFORMATION/  
DISCUSSION

The Board will conduct a public hearing on the District contract reopener proposal to California School Employee Association, Chapter 224 (CSEA) for the 2013-2014 school year. Supporting information is located in Exhibit 4.

Staff Recommendation

It is recommended the Board President open the public hearing, determine if members of the public have submitted requests to speak on the item, and after hearing any speakers, formally close the public hearing.

**4. DISTRICT CONTRACT REOPENER PROPOSAL TO CSEA FOR THE 2013-2014 SCHOOL YEAR:**

DISCUSSION/  
ACTION  
Page 3  
**EXHIBIT 4**

On June 27, 2012, the Board formally adopted a one-year settlement agreement between the District and California School Employee Association, Chapter 224 (CSEA). The current contract is in effect from July 1, 2012, through June 30, 2013. Board Policy 4143.1 Public Notice – Issues of Meeting and Negotiations describes the steps to be taken by the Board and its authorized representatives in order to enter into a new agreement with an exclusive bargaining unit. The District is submitting its reopener proposal so the 2013-2014 negotiations may address the context of the current District and state funding challenges.

***CUSD Strategic Plan Pillar 5: Effective Operations***

***Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services***

Staff Recommendation

It is recommended the Board President recognize Jodee Brentlinger, Assistant Superintendent, Personnel Services, to present this item.

Following discussion, it is recommended the Board of Trustees approve the District contract reopener proposal to CSEA for the 2013-2014 school year.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

**5. PUBLIC HEARING – DISTRICT CONTRACT REOPENER PROPOSAL TO TEAMSTERS FOR THE 2013-2014 SCHOOL YEAR:**

INFORMATION/  
DISCUSSION

The Board will conduct a public hearing on the District contract reopener proposal to Teamsters for the 2013-2014 school year. Supporting information is located in Exhibit 6.

Staff Recommendation

It is recommended the Board President open the public hearing, determine if members of the public have submitted requests to speak on the item, and after hearing any speakers, formally close the public hearing.

6. **DISTRICT CONTRACT REOPENER PROPOSAL TO TEAMSTERS FOR THE 2013-2014 SCHOOL YEAR:**

DISCUSSION/  
ACTION  
Page 5  
**EXHIBIT 6**

On June 27, 2012, the Board formally adopted a one-year settlement agreement between the District and Teamsters. The current contract is in effect from July 1, 2012, through June 30, 2013. Board Policy 4143.1 Public Notice – Issues of Meeting and Negotiations describes the steps to be taken by the Board and its authorized representatives in order to enter into a new agreement with an exclusive bargaining unit. The District is submitting its reopener proposal so the 2013-2014 negotiations may address the context of the current District and state funding challenges.

***CUSD Strategic Plan Pillar 5: Effective Operations***

***Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services***

Staff Recommendation

It is recommended the Board President recognize Jodee Brentlinger, Assistant Superintendent, Personnel Services, to present this item.

Following discussion, it is recommended the Board of Trustees approve the District contract reopener proposal to Teamsters for the 2013-2014 school year.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

**DISCUSSION/ACTION ITEMS**

7. **RESOLUTION NO. 1213-42, CALIFORNIA DAY OF THE TEACHER:**

DISCUSSION/  
ACTION  
Page 7  
**EXHIBIT 7**

Resolution No. 1213-42 recognizes May 8, 2013, as California Day of the Teacher. This resolution serves as official notice to all employees, as well as all citizens of the District, of the Board's recognition of the excellent service provided by its certificated staff. There is no financial impact.

***CUSD Strategic Plan Pillar 1: Community Relations***

***Contact: Marcus Walton, Chief Communications Officer***

Staff Recommendation

It is recommended the Board President recognize Marcus Walton, Chief Communications Officer, to present this item.

Following discussion, it is recommended the Board of Trustees approve Resolution No. 1213-42, recognizing May 8, 2013, as California Day of the Teacher.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

ROLL CALL:

Student Advisor Madison Wolfert \_\_\_\_\_

Trustee Addonizio \_\_\_\_\_

Trustee Bryson \_\_\_\_\_

Trustee Hanacek \_\_\_\_\_

Trustee Hatton \_\_\_\_\_

Trustee Pritchard \_\_\_\_\_

Trustee Reardon \_\_\_\_\_

Trustee Alpay \_\_\_\_\_

8. **RESOLUTION NO. 1213-43, CLASSIFIED SCHOOL EMPLOYEES' WEEK:**

DISCUSSION/  
ACTION  
Page 9  
**EXHIBIT 8**

Resolution No. 1213-43, recognizes the week of May 19 - 25, 2013, as Classified School Employees' Week. This resolution serves as official notice to all employees, as well as all citizens of the District, of the Board's recognition of the excellent service provided by its classified staff. There is no financial impact.

***CUSD Strategic Plan Pillar 1: Community Relations***

***Contact: Marcus Walton, Chief Communications Officer***

Staff Recommendation

It is recommended the Board President recognize Marcus Walton, Chief Communications Officer, to present this item.

Following discussion, it is recommended the Board of Trustees approve Resolution No. 1213-43, recognizing the week of May 19 - 25, 2013, as Classified School Employees' Week.

Motion by _____	Seconded by _____
ROLL CALL:	
Student Advisor Madison Wolfert _____	
Trustee Addonizio _____	Trustee Hatton _____
Trustee Bryson _____	Trustee Pritchard _____
Trustee Hanacek _____	Trustee Reardon _____
	Trustee Alpay _____

**9. CUEA CONTRACT REOPENER PROPOSAL FOR THE 2013-2014 SCHOOL YEAR:**

The current collective bargaining agreement between the District and Capistrano Unified Education Association (CUEA) expires on June 30, 2013. On April 29, 2013, CUEA presented the District with the association's proposal. The District's proposal to reopen negotiations for the 2013-2014 school year is addressed in agenda item 2. Board Policy 4143.1, Public Notice-Issues of Meeting and Negotiations describes the steps to be taken by the Board and its authorized representatives in order to enter into a new agreement with an exclusive bargaining unit.

***CUSD Strategic Plan Pillar 5: Effective Operations***

***Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services***

Staff Recommendation

It is recommended the Board President recognize Jodee Brentlinger, Assistant Superintendent, Personnel Services, to present this item.

Following discussion, it is recommended the Board of Trustees accept receipt of the CUEA contract reopener proposal.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

**10. RATIFICATION OF CERTIFICATE OF COMPLIANCE:**

The Board is asked to ratify a project specific Certificate of Compliance form for use between the Rancho Mission Viejo Community Development Company (RMV) and the District relating to the building of homes for new housing projects planned within the District. This will provide for a provisional agreement while a formal mitigation agreement between the District and RMV is being negotiated. The mitigation agreement will fund school sites and facilities for students who will eventually reside in the housing projects. The Certificate of Compliance provides evidence to the construction permit issuing authority, in this case the County of Orange, that home builders have satisfied a statutory requirement to mitigate the impact that students residing in the homes will have on District facilities. The exhibit to this item includes information on the mitigation fees. This certificate of compliance will be executed each time a home builder requests a permit for a home from the County and pays the appropriate fees to the District.

***CUSD Strategic Plan Pillar 5: Effective Operations***

***Contact: Clark Hampton, Deputy Superintendent, Business and Support Services***

Staff Recommendation

It is recommended the Board President recognize Clark Hampton, Deputy Superintendent, who will present this item.

DISCUSSION/  
ACTION

Page 11

**EXHIBIT 9**

DISCUSSION/  
ACTION

Page 13

**EXHIBIT 10**

Following discussion, it is recommended the Board of Trustees approve the ratification of the Certificate of Compliance.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

**11. PROPOSED 2013-2014 PROPOSED REVISED SCHOOL CALENDAR:**

Trustees approved the 2013-2014 School Calendar on December 11, 2011. After the adoption of the calendar, staff and Trustees received feedback regarding the placement of elementary parent conferences and the last day of school for students. This item presents Trustees with the recommended revisions to the District instructional calendar for the 2013-2014 school year.

***CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment***

***Contact: Julie Hatchel, Assistant Superintendent, Education Services***

Staff Recommendation

It is recommended the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, who will present this item.

Following discussion, it is recommended the Board of Trustees approve the proposed Revised 2013-2014 School Calendar.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

**12. FIRST READING – REVISIONS TO BOARD BYLAW 9323, MEETING CONDUCT:**

A recent discussion on abstentions and the District bylaw that states “*in the event that one less than the necessary number of affirmative (i.e. “aye”) votes has been cast, then an “abstain” vote shall constitute concurrence*” prompted revisions to BB 9323, *Meeting Conduct*. Legal counsel confirmed this is contrary to Education Code which indicates for a matter to pass on a seven-member board, four affirmative votes are required. Changes are underlined; deletions are struck through. This is an information item only and no Board action is necessary.

***CUSD Strategic Plan Pillar 5: Effective Operations***

***Contact: Joseph M. Farley, Superintendent***

Staff Recommendation

It is recommended that the Board President recognize Joseph M. Farley, Superintendent, to present the first reading of Board Bylaw 9323, *Meeting Conduct*.

**CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered by the Board to be routine and will be enacted by the Board in one motion in the form listed below. There will be no discussion of these items prior to the time the Board votes on the motion unless members of the Board, staff, or the public request specific items to be discussed and/or removed from the Consent Calendar. The Superintendent and the staff recommend approval of all consent Calendar items.

**GENERAL FUNCTIONS**

**13. SCHOOL BOARD MINUTES:**

Approval of the minutes of the April 24, 2013, special Board meeting.

***Contact: Jane Boos, Manager, Board Office Operations***

**14. SCHOOL BOARD MINUTES:**

Approval of the minutes of the April 24, 2013, regular Board meeting.

***Contact: Jane Boos, Manager, Board Office Operations***

DISCUSSION/  
ACTION  
Page 15  
**EXHIBIT 11**

INFORMATION/  
DISCUSSION  
Page 17  
**EXHIBIT 12**

Page 23  
**EXHIBIT 13**

Page 25  
**EXHIBIT 14**

## **CURRICULUM & INSTRUCTION**

### **15. PETITION TO WAIVE CALIFORNIA HIGH SCHOOL EXIT EXAM:**

Approval to waive California Education Code §60851(c) and Board Policy 6162.52 for three students who have completed all requirements for passing the California High School Exit Examination (CAHSEE) subtest in Mathematics and/or English/Language Arts, case numbers 1213-018 through 1213-020. California Education Code §60851(c) and Board Policy 6162.52 provide authority for the Board of Trustees to review and approve waivers for special education students to pass the CAHSEE with modifications stated in the pupil's Individualized Education Program. Supporting information for this item is provided to Trustees under separate cover so that individual student rights under the Family Educational Rights and Privacy Act are protected. There is no financial impact.

*CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment*

*Contact: Julie Hatchel, Assistant Superintendent, Education Services*

## **BUSINESS & SUPPORT SERVICES**

### **16. PURCHASE ORDERS, COMMERCIAL WARRANTS, AND PREVIOUSLY BOARD-APPROVED BIDS AND CONTRACTS:**

Approval of purchase orders (Attachment 1) and commercial warrants (Attachment 2). The expenditures related to the listed purchase orders and commercial warrants included in this item were previously authorized as part of the District's budget approval process. The purchase orders total \$659,524.09; the commercial warrants total \$7,450,264.57. Attachment 3 is a list of previously Board-approved bids and contracts to assist in the review of the purchase order and commercial warrant listings. Attachment 4 is a list of previously Board-approved by vendor warrants exceeding \$250,000.

*CUSD Strategic Plan Pillar 5: Effective Operations*

*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*

Page 33

**EXHIBIT 16**

### **17. DONATION OF FUNDS AND EQUIPMENT:**

A number of gifts have been donated to the District, including \$218,370.14 in cash. These funds will be deposited in the appropriate school accounts. Items other than cash have no financial impact on the budget. The District does not guarantee maintenance of items or the expenditure of any District funds for continued use.

*CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment*

*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*

Page 65

**EXHIBIT 17**

### **18. INDEPENDENT CONTRACTOR, MASTER CONTRACT, AND PROFESSIONAL SERVICES AGREEMENTS:**

Approval and ratification of District standardized Independent Contractor, Master Contract, and Professional Services Agreements and Amendments. Due to state budget cuts to schools over the last several years, staff requests contractors to reduce their fees for services by ten percent. The expenditures related to the listed agreements were previously authorized as part of the District's budget approval process. The exhibit shows thirteen new agreements totaling \$1,653,810, one ratification of a professional services agreement totaling \$20,000, one amendment to an existing contract increasing the not-to-exceed amount by \$15,000, and one extension to an existing contract for \$30,000.

Due to the size of the contract documents, the General Conditions for each type of agreement are posted online on the District's Board Agendas and Supporting Documentation page.

*CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment*

*CUSD Strategic Plan Pillar 5: Effective Operations*

*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*

Page 67

**EXHIBIT 18**

**19. SPECIAL EDUCATION INFORMAL DISPUTE RESOLUTION AGREEMENTS:**

Approval of the ratification of special education Informal Dispute Resolution Agreement Case #034313, Case #034413, and Case #034713. Due to the confidential nature of the agreements, supporting information is provided to Trustees under separate cover.

*CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment*

*Contact: Sara Jocham, Assistant Superintendent, SELPA and Special Education Operations*

**20. RESOLUTION NO. 1213-44, SIGNATURE AUTHORIZATION:**

Approval of Resolution No. 1213-44 to establish updated signature authorizations. The Orange County Department of Education requires the Board of Trustees to establish the names of administrators authorized to sign payroll notices of employment/changes of status, timesheets, vendor orders for payment, and warrant registers. This resolution authorizes Joseph M. Farley, Superintendent; Clark D. Hampton, Deputy Superintendent, Business and Support Services; Jodee E. Brentlinger, Assistant Superintendent, Personnel Services; Philippa K. Geiger, Executive Director I, Fiscal Services; Dana A. Erickson, Manager, Fiscal Accounting; Matthew L. Krause, Manager, Fiscal Services; and Elizabeth A. Bley, Manager, Payroll as the District administrators authorized to sign these documents. The resolution also states that a signature stamp is authorized for Joseph M. Farley, Clark D. Hampton, and Philippa K. Geiger and only one signature or signature stamp shall be required by the Board of Trustees for processing these documents. There is no financial impact.

*CUSD Strategic Plan Pillar 5: Effective Operations*

*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*

Page 121

**EXHIBIT 20**

**21. EXTENSION OF RENTAL SERVICE AGREEMENT – CAPO BEACH CALVARY:**

Approval of Extension of Rental Service Agreement No. 1112046 with Capo Beach Calvary to provide designated parking at the District's bus facility for Capo Beach Calvary to use, as needed, for a fee of \$75 per bus per month. This agreement provides a positive revenue stream into the District's general fund to offset a portion of the Transportation Department's encroachment.

*CUSD Strategic Plan Pillar 5: Effective Operations*

*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*

Page 125

**EXHIBIT 21**

**22. EXTENSION OF SCHOOL BUS SERVICE AGREEMENT – SANTA MARGARITA CATHOLIC HIGH SCHOOL:**

Approval of extension of School Bus Service Agreement No. I09100045 to provide for rental of District owned buses to Santa Margarita Catholic High School on an as-needed basis. The agreement also provides school bus inspections, servicing, maintenance, repair, parking, and school bus driver training services for buses owned by Santa Margarita Catholic High School. The pricing structure remains the same as negotiated last year. This agreement provides a positive revenue stream into the District's general fund to offset a portion of the Transportation Department's encroachment.

*CUSD Strategic Plan Pillar 5: Effective Operations*

*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*

Page 135

**EXHIBIT 22**

**23. FOURTH ADDENDUM FOR AUTOMATED TELLER MACHINE SERVICE AGREEMENT – SCHOOLSFIRST FEDERAL CREDIT UNION:**

Approval of the fourth Addendum for Automated Teller Machine (ATM) Service Agreement with SchoolsFirst Federal Credit Union extending the contract term from May 5, 2013, to May 4, 2016. This agreement establishes a utility fee, paid by SchoolsFirst, of \$100 per month for telecommunication expenses for the ATM machine located at the Transportation Department.

*CUSD Strategic Plan Pillar 5: Effective Operations*

*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*

Page 151

**EXHIBIT 23**



**24. HOME-TO-SCHOOL TRANSPORTATION FEE INCREASE:**

Page 165  
**EXHIBIT 24**

Approval of an increase to the home-to-school regular education transportation fee. Transportation fees are regulated by Education Code §39807.5. Education Code §39807.5 requires the Superintendent of Public Instruction to establish the maximum allowable fee for pupil transportation. The current fee allowed by the Education Code is \$8.82 per day for regular education home-to-school transportation. The District's current fee is \$2.68 per day. The District has experienced increases in fuel prices for several years. As a means to mitigate the increased fuel expense, staff proposes to increase the home-to-school transportation fee to \$3.22 per day.

*CUSD Strategic Plan Pillar 5: Effective Operations*

*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*

**PERSONNEL SERVICES**

**25. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CLASSIFIED EMPLOYEES:**

Page 167  
**EXHIBIT 25**

Approval of the activity list for employment, separation, and additional assignments of classified employees. These positions will be charged to the appropriate fund and are included in the adopted budget.

*CUSD Strategic Plan Pillar 5: Effective Operations*

*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services*

**26. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED EMPLOYEES:**

Page 175  
**EXHIBIT 26**

Approval of the activity list for employment, separation, and additional assignments of certificated employees. These positions will be charged to the appropriate fund and are included in the adopted budget.

*CUSD Strategic Plan Pillar 5: Effective Operations*

*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services*

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

ROLL CALL:

Student Advisor Madison Wolfert \_\_\_\_\_

Trustee Addonizio \_\_\_\_\_

Trustee Bryson \_\_\_\_\_

Trustee Hanacek \_\_\_\_\_

Trustee Hatton \_\_\_\_\_

Trustee Pritchard \_\_\_\_\_

Trustee Reardon \_\_\_\_\_

Trustee Alpay \_\_\_\_\_

**NOTE: BY USING A ROLL CALL VOTE FOR THE CONSENT CALENDAR, IT WILL MEET THE NEED FOR ACTION ITEMS WHICH REQUIRE A SIMPLE MOTION OR ROLL CALL VOTE.**

**ADJOURNMENT**

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

**THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS WEDNESDAY,  
MAY 22, 2013, 7:00 P.M. AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE  
BOARD ROOM, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA**

For information regarding Capistrano Unified School District, please visit our website: [www.capousd.org](http://www.capousd.org)

## INSTRUCTIONS FOR PRESENTATIONS TO THE BOARD BY PARENTS AND CITIZENS PRESENT AT THIS MEETING

We are pleased you can be with us at this meeting, and we hope you will return often. Your visit assures us of continuing community interest in our schools.

The members of the Board of Trustees of this District are locally elected state officials, who serve four-year terms of office, and who are responsible for the educational program of our community from grades kindergarten through twelve. They are required to conduct programs of the schools in accordance with the State of California Constitution, the State Education Code, and other laws relating to schools enacted by the Legislature, and policies and procedures which this Board adopts.

The Board is a policy-making body whose actions are guided by the school district's Mission and Goals. Administration of the District is delegated to a professional administrative staff headed by the Superintendent.

The agenda and its extensive background material are studied by each member of the Board for at least two days preceding the meeting. Board Members can call the administrative staff for clarification on any item, and many of the items on the agenda were discussed by the Board during previous meetings. These procedures enable the Board to act more effectively on agenda items than would otherwise be possible.

### WHAT TO DO IF YOU WISH TO ADDRESS THE BOARD OF TRUSTEES

**ITEMS ON THE AGENDA.** Any person may address the Board concerning any item on the agenda and may, at the discretion of the Board, be granted three (3) minutes to make a presentation to the Board at the time a specific item is under discussion. However, the time assigned for individual presentations could be fewer than three (3) minutes depending upon the total number of speakers who wish to address a specific agenda topic. Prior to the opening of the meeting, a Request to Address the Board card (located in the foyer) should be completed and submitted to the Secretary of the Board. The total time devoted to presentations to the Board shall not exceed twenty (20) minutes, unless additional time is granted by the Board. All presentations shall be heard by the Board prior to the formal discussion of the agenda topic under consideration. Once an agenda item has been opened for public comment, no additional "Request to Address the Board of Trustees" cards shall be accepted for that topic.

**ORAL COMMUNICATIONS (Non-Agenda Items).** Citizens may address the Board on any item not appearing on the agenda. Individual presentations are limited to three (3) minutes per individual, with twenty (20) minutes in total being devoted for this purpose, but could be less if there are a large number of Oral Communication speakers. Legally, the Board may not take action on items raised by speakers under Oral Communications. However, at its discretion, the Board may refer items to the administration for follow-up or place topics on a future Board agenda.

**PUBLIC HEARINGS.** Anytime the Board schedules a separate public hearing on any given topic, it shall not hear speakers on that topic before the public hearing, except as to the scheduling of the hearing, nor shall it hear speakers after the hearing, except as to changes in the policy or recommended actions which are directed at the time of the hearing.

**CLOSED SESSION.** In accordance with Education Code §35146 and Government Code §54957, the Board may recess to Closed Session to discuss personnel matters which they consider inadvisable to take up in a public meeting.

### REASONABLE ACCOMMODATION

*In order to help ensure participation in the meeting of disabled individuals, appropriate disability-related accommodations or modifications shall be provided by the Board, upon request, in accordance with the Americans with Disabilities Act (ADA). Persons with a disability who require a disability-related accommodation or modification, including auxiliary aids and services in order to participate in a Board meeting, shall contact the Superintendent or designee in writing by noon on the Friday before the scheduled meeting. Such notification shall provide school district personnel time to make reasonable arrangements to assure accessibility to the meeting.*

**Initial Proposal of the  
Capistrano Unified School District to the  
Capistrano Unified Education Association  
for 2013-2014 Negotiations**

May 8, 2013

The economy and the State's ongoing budget shortfalls over the past several years continue to adversely impact the District's fiscal health. At the same time, the Board and District remain fully focused upon and committed to the needs of our students. While we are cautiously optimistic for the future, the District's projected budget shortfall for 2013-2014 is approximately \$20 million. In response to these fiscal challenges, and for the benefit of our students, their instruction and our employees, it is imperative for all District stakeholders to come together to realize cost reductions to the District's operations with the least possible adverse impact to instruction and students. As emphasized in the past, a multi-pronged approach to such issues will be necessary.

This is the Capistrano Unified School District's initial proposal as required by Government Code §3547. These negotiations are for a new agreement to succeed the current Agreement between the District and the Capistrano Unified Education Association, which expires on June 30, 2013.

The District offers the following initial proposals:

**Article 1: Designation of Parties and Length of Agreement**

The District proposes to amend this Article to reflect a new one-year agreement.

**Article 5: Hours**

The District proposes to continue temporary work year reductions and corresponding salary schedule decreases, if necessary, to address fiscal realities for the 2013-2014 school year.

**Article 8: Class Size**

The District proposes continuing flexibility on class size language applicable to grades K-3 and 4-12 to address fiscal realities and to promote student learning and achievement.

**Articles 13 and 14: Health and Welfare Benefits and Wages (and related Appendices)**

The District proposes to adjust total compensation expenditures to address the fiscal realities described above.

Through open, fact-driven and reality-based negotiations, the District seeks mutually acceptable solutions to address the concerns above on behalf of students, employees and our community.



**Initial Proposal of the  
Capistrano Unified School District to the  
California School Employees Association Capistrano Chapter 224  
2013-2014 Reopener Negotiations**

May 8, 2013

The economy and the State's ongoing budget shortfalls over the past several years continue to adversely impact the District's fiscal health. At the same time, the Board and District remain fully focused upon and committed to the needs of our students. While we are cautiously optimistic for the future, the District's projected budget shortfall for 2013-2014 is approximately \$20 million. In response to these fiscal challenges, and for the benefit of our students, their instruction and our employees, it is imperative for all District stakeholders to come together to realize cost reductions to the District's operations with the least possible adverse impact to instruction and students. As emphasized in the past, a multi-pronged approach to such issues will be necessary.

This is the Capistrano Unified School District's initial proposal for 2013-2014 reopener negotiations, as required by Government Code §3547.

As described in Article 1 of the parties' current Agreement, Articles 3, 4, 7, 8, 9, 11, 12, 13, existing memorandums of understanding, and the retirement incentive remain open for negotiations between the parties. As part of that process, for 2013-2014, the District proposes to amend Article 3 and Article 11 and to update (cleanup) Article 1 and to return to limited reopeners in the future.

Consistent with the paragraphs above, and as provided in Article 1.4, the District offers the following initial proposal:

**Article 1: Agreement**

The District proposes to amend Article 1 to return to limited reopeners in the future.

Through good faith, collaborative, open, fact-driven and reality-based negotiations, the parties can reach mutually acceptable solutions to address the concerns above. The parties' continued ability to attack issues directly and solve problems responsibly will be essential to this critical undertaking on behalf of students, employees and our community.

**EXHIBIT 4**



**Initial Proposal of the  
Capistrano Unified School District to the  
General Truck Drivers, Office, Food & Warehouse Union  
Teamsters Local 952  
2013-2014 Negotiations**

May 8, 2013

The economy and the State's ongoing budget shortfalls over the past several years continue to adversely impact the District's fiscal health. At the same time, the Board and District remain fully focused upon and committed to the needs of our students. While we are cautiously optimistic for the future, the District's projected budget shortfall for 2013-2014 is approximately \$20 million. In response to these fiscal challenges, and for the benefit of our students, their instruction and our employees, it is imperative for all District stakeholders to come together to realize cost reductions to the District's operations with the least possible adverse impact to instruction and students. As emphasized in the past, a multi-pronged approach to such issues will be necessary.

This is the Capistrano Unified School District's initial proposal as required by Government Code §3547. These negotiations are for a new agreement to succeed the current Agreement between the District and Teamsters Local 952, which expires on June 30, 2013.

The District offers the following initial proposals:

**Article 1: Agreement**

**Article 23: Completion of Meet and Negotiate**

The District proposes to amend these Articles to reflect a new one-year agreement.

**Article 3: Hours of Employment**

The District proposes to continue temporary work year reductions and corresponding salary schedule decreases, if necessary, to address fiscal realities for the 2013-2014 school year.

**Article 11: Wages (and related Appendices)**

The District proposes to adjust total compensation expenditures to address the fiscal realities described above.

Through open, fact-driven and reality-based negotiations, the District seeks mutually acceptable solutions to address the concerns above on behalf of students, employees and our community.





CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

**RESOLUTION NO. 1213-42**

**CALIFORNIA DAY OF THE TEACHER**

*WHEREAS*, the Capistrano Unified School District Board of Trustees recognizes the valuable and immeasurable contributions of its certificated staff in preparing more than 51,000 students of the District for both academic and personal success; and

*WHEREAS*, the Capistrano Unified School District Board of Trustees also recognizes that the quality of all students' educational experiences depends significantly and vitally upon the excellence of their teachers; and

*WHEREAS*, it has been the privilege of the Capistrano Unified School District to employ highly educated, dedicated, and professional teachers, who are among the best in the State of California; and

*WHEREAS*, California Education Code §37222 designates the second Wednesday in May as Day of the Teacher in recognition of the education professionals who are entrusted with fulfilling the mission of preparing our students for academic and personal success; and

*WHEREAS*, the Capistrano Unified School District Board of Trustees believes that Day of the Teacher should be a day for parents, public officials, and the community to recognize the dedication, commitment, and professionalism of teachers who are educating our children;

*NOW THEREFORE BE IT RESOLVED* that Capistrano Unified School District Board of Trustees hereby recognizes May 8, 2013, as California Day of the Teacher and commends the certificated staff of the District for its commitment and success in preparing students for college and career.

PASSED AND ADOPTED this 8th day of May, 2013, by Capistrano Unified School District Board of Trustees of Orange County, California.

I, Joseph M. Farley, Ed. D., Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting on the 8th day of May, 2013, by a roll call vote.

AYES \_\_\_\_\_

NOES \_\_\_\_\_

ABSENT \_\_\_\_\_

ABSTAIN \_\_\_\_\_

\_\_\_\_\_  
Joseph M. Farley, Ed. D.  
Secretary to the Board of Trustees



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

**RESOLUTION NO. 1213-43**

**CLASSIFIED SCHOOL EMPLOYEES WEEK**

*WHEREAS*, the Capistrano Unified School District Board of Trustees recognizes classified school employees support and enhance the educational process for more than 51,000 District students by assisting instructors, transporting students, preparing nutritious meals, maintaining building and grounds, and performing all business, clerical, and secretarial functions; and

*WHEREAS*, the Capistrano Unified School District Board of Trustees also recognizes classified school employees provide services to students and their families, to teachers, administrators, and other staff, and to the general public that are essential to the efficient operations of our District; and

*WHEREAS*, the Capistrano Unified School District Board of Trustees believes classified school employees play a vital role in providing for the welfare and safety of the District's students; and

*WHEREAS*, the Capistrano Unified School District Board of Trustees also believes classified school employees employed by the District strive for excellence in all areas relative to the educational community; and

*WHEREAS*, the Capistrano Unified School District Board of Trustees recognizes classified employees, by supporting the learning environment, are crucial partners with teachers, parents, and administrators;

*NOW THEREFORE BE IT RESOLVED* that the Capistrano Unified School District Board of Trustees hereby recognizes and wishes to honor the contributions of classified school employees to quality education in the State of California and declares the week of May 19 – 25, 2013, as Classified School Employees Week.

PASSED AND ADOPTED this 8th day of May, 2013, by the Board of Trustees of Capistrano Unified School District of Orange County, California.

I, Joseph M. Farley, Ed.D., Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting on the 8th day of May, 2013, by a roll call vote.

AYES \_\_\_\_\_

NOES \_\_\_\_\_

ABSENT \_\_\_\_\_

ABSTAIN \_\_\_\_\_

\_\_\_\_\_  
Joseph M. Farley, Ed. D.  
Secretary to the Board of Trustees





## Capistrano Unified Education Association

April 29, 2013

Jodee Brentlinger  
Assistant Superintendent, Personnel  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675

Dear Jodee:

CUEA submits the following as their initial proposal for a successor agreement in order to fulfill the public notice requirement per Government Code 3547.

### Article 5 Hours of Employment

- Evaluate Memoranda of Understanding on spring conferences and Article 5 Pilot Program.
- Seek language to equalize elementary staff duty schedules.
- Implement options to relieve teachers of unnecessary paperwork; streamline duties; and retain only those activities and assessments that directly promote learning and teaching.
- Amend language in Article 5.11 to reflect collective bargaining law.

### Article 8 Class Size

- Evaluate Memoranda of Understanding on Article 8.3 and Article 8.5.
- Implement best practices for the creation and maintenance of elementary combo classes.

### Article 13 Health and Welfare Benefits

- Evaluate current health plans.

### Article

It is CUEA's intent, in compliance with Article 12 in the collective bargaining agreement as well as applicable state law, to meet and negotiate sufficiently in advance of the end of the current agreement in order for a new agreement to be reached.

Please contact me at your earliest convenience to schedule negotiations sessions.

Sincerely,

Christine Balentine  
CUEA Executive Director

27422 Aliso Creek Road, Suite 100  
Aliso Viejo, CA 92656

Phone: 949.900 2280  
Fax: 949.900 2284  
Website: [www.cuea.org](http://www.cuea.org)



## **EXHIBIT A**

### **CONDITION OF CERTIFICATE OF COMPLIANCE**

As a condition of this Certificate of Compliance, the Capistrano Unified School District ("District") and RMV Community Development, LLC ("Applicant") are currently negotiating the terms of a school facilities funding agreement ("Ranch Agreement") relating to "The Ranch Project," as approved by the County of Orange, and agree as follows: (i) the District's issuance of this Certificate of Compliance for homes within The Ranch Project shall not constitute a waiver of rights the District may assert in such negotiations, or any proceedings relating to the obligation of Applicant or its successors to provide school sites and fund school facilities to meet the needs of students resulting from development of The Ranch Project with respect to the preconditions for issuance of such Certificates of Compliances for The Ranch Project; and (ii) the District shall hold the funds paid by Applicant for this Certificate of Compliance and apply them as ultimately provided for in the Ranch Agreement, or as the District may determine is appropriate if no Ranch Agreement is reached prior to June to June 30, 2013.

#### **CAPISTRANO UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
Clark D. Hampton,  
Deputy Superintendent, Business &  
Support Services

#### **RMV COMMUNITY DEVELOPMENT, LLC, a California limited liability company**

By: **RMV COMMUNITY  
DEVELOPMENT COMPANY,  
INC.**, a California corporation, its  
sole member

By: \_\_\_\_\_  
Dan Kelly,  
Senior Vice President





CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California  
**REVISED 2013-2014 SCHOOL CALENDAR**

INDEPENDENCE DAY HOLIDAY (Legal Holiday)	Thursday, July 4, 2013
Adult Transition Program-Teacher Furlough Days	Thursday-Friday, Aug. 8-9, 2013
Adult Transition Program -Teacher Pre-Service Days	Monday-Tuesday Aug. 12-13, 2013
<u>Adult Transition Program (ATP) OPENING DAY OF SCHOOL</u>	Wednesday, Aug. 14, 2013
LABOR DAY (Legal Holiday)	Monday, Sept. 2, 2013
Teacher Furlough Days	Tuesday-Wednesday, Sept. 3-4, 2013
New Teacher - Pre-service Day	Thursday, Sept. 5, 2013
All Teachers - Pre-service Day	Friday, Sept. 6, 2013
<b><u>OPENING DAY OF SCHOOL</u></b>	<b>Monday, Sept. 9, 2013</b>
(Minimum Day Elementary)	
Back to School Week, Middle School	Tuesday-Thursday, Sept. 17-19, 2013
(Minimum day per individual school site calendar)	
Back to School Week, High School	Tuesday-Thursday, Sept. 24-26, 2013
(Minimum day per individual school site calendar)	
Back to School Week, Elementary	Tuesday-Thursday, Oct. 1-3, 2013
(Minimum day per individual school site calendar)	
<u>End of First Progress Reporting Period (High School)</u>	Friday, Oct. 18, 2013
<u>End of First Reporting Period - Elementary</u>	Thursday, Oct. 31, 2013
<del>PUPIL FREE DAY (Students and Teachers)</del>	<del>Friday, Nov. 1, 2013</del>
<i>PUPIL FREE DAY (Secondary students and teachers)</i>	<i>Friday, Nov. 1, 2013</i>
<i>Parent Conferences, Elementary (PUPIL FREE DAY-Elementary)</i>	<i>Friday, Nov. 1, 2013</i>
<i>Parent Conferences, Elementary (Minimum Days)</i>	<i>Monday-Thursday, Nov. 4-7, 2013</i>
<u>End of First Quarter - Middle School</u>	Friday, Nov. 8, 2013
VETERANS DAY (Legal Holiday)	Monday, Nov. 11, 2013
THANKSGIVING RECESS (Recess for Students and Teachers)	Monday-Wednesday, Nov. 25-27, 2013
THANKSGIVING HOLIDAYS (Legal and Local Holiday)	Thursday-Friday, Nov. 28-29, 2013
<b><u>SCHOOL RESUMES</u></b>	<b>Monday, Dec. 2, 2013</b>
<u>End of Second Progress Reporting Period (High School)</u>	Friday, Dec. 6, 2013
<del><u>End of First Trimester - Elementary</u></del>	<del>Friday, Dec. 6, 2013</del>
<del>Parent Conferences, Elementary (Student Holiday)</del>	<del>Monday, Dec. 16, 2013</del>
<del>Parent Conferences, Elementary (Minimum Days)</del>	<del>Tuesday-Friday, Dec. 17-20, 2013</del>
WINTER RECESS (Recess for Students and Teachers)	Monday-Friday, Dec. 23, 2013-Jan. 3, 2014
CHRISTMAS HOLIDAYS (Local and Legal Holiday)	Tuesday-Wednesday, Dec. 24-25, 2013
HOLIDAY TO REPLACE ADMISSION DAY (Local Holiday)	Tuesday, Dec. 31, 2013
NEW YEAR'S DAY (Legal Holiday)	Wednesday, Jan. 1, 2014
<b><u>SCHOOL RESUMES</u></b>	<b>Monday, Jan. 6, 2014</b>
DR. MARTIN LUTHER KING, JR. DAY (Legal Holiday)	Monday, Jan. 20, 2014
Final Exam Days, High School (Minimum Days, High School)	Wednesday-Friday, Jan. 29-31, 2014
<u>End of First Semester</u>	Friday, Jan. 31, 2014
<b><u>SECOND SEMESTER BEGINS</u></b>	<b>Monday, Feb. 3, 2014</b>
LINCOLN DAY (Legal Holiday)	Friday, Feb. 14, 2014
WASHINGTON DAY (Legal Holiday)	Monday, Feb. 17, 2014
<u>End of First Progress Reporting Period (High School)</u>	Friday, Mar. 14, 2014
<u>End of Second Reporting Period - Elementary</u>	Friday, Mar. 14, 2014
Parent Conferences, Elementary (Minimum Days, Elementary Schools)	Monday-Friday, Mar. 24-28, 2014
<u>End of Third Quarter - Middle School</u>	Friday, Apr. 4, 2014
SPRING HOLIDAY (Local Holiday)	Monday, Apr. 7, 2014
SPRING RECESS (Recess for Students and Teachers)	Tuesday-Friday, Apr. 8-11, 2014
<b><u>SCHOOL RESUMES</u></b>	<b>Monday, Apr. 14, 2014</b>
<u>End of Second Progress Reporting Period (High School)</u>	Friday, May 2, 2014
MEMORIAL DAY (Legal Holiday)	Monday, May 26, 2014
<u>ATP Students/Staff - Last Day of School</u>	Thursday, May 29, 2014
(Minimum Day for ATP students only)	
ATP Teacher Furlough Day	Friday, May 30, 2014
Final Exam Days, High School (Minimum Days, High Schools)	Thursday-Monday, June 19-23, 2014
<b><u>LAST DAY OF SCHOOL FOR ALL STUDENTS</u></b>	<b>Monday, June 23, 2014</b>
(Minimum Day for All Students/Graduation Ceremonies)	Monday, June 23, 2014
(End of Second Semester- Secondary)	
(End of Third Progress Reporting Period- Elementary)	
<b><u>LAST DAY OF SCHOOL FOR ELEMENTARY TEACHERS</u></b>	<b>Monday, June 23, 2014</b>
<del><b><u>LAST DAY OF SCHOOL FOR SECONDARY STUDENTS</u></b></del>	<del><b>Monday, June 23, 2014</b></del>
<del><b><u>LAST DAY OF SCHOOL FOR ALL ELEMENTARY STUDENTS</u></b></del>	<del><b>Tuesday, June 24, 2014</b></del>
<del><b><u>LAST DAY OF SCHOOL FOR ALL TEACHERS</u></b></del>	<del><b>Tuesday, June 24, 2014</b></del>
<b><u>LAST DAY OF SCHOOL FOR ALL SECONDARY TEACHERS</u></b>	<b>Tuesday, June 24, 2014</b>
Teacher Furlough Day	Wednesday, June 25, 2014
REVISED AND APPROVED:	



**MEETING CONDUCT**

The Board of Trustees desires to conduct its meetings effectively and efficiently. All Board meetings shall begin on time and shall be guided by an agenda prepared and delivered in advance to all Board members and other designated persons.

**Parliamentary Procedure**

Board meetings shall be conducted by the president in a manner consistent with adopted Board bylaws and generally accepted parliamentary procedures.

Robert's Rules of Order, Newly Revised shall be used as a guide to enable the orderly conduct of meetings. Any member may raise a point of order under these rules, which action shall take precedence over all other business before the Board.

**Quorum**

A majority of the number of filled positions on the Board shall constitute a quorum. (Education Code 5095, 35165)

Unless otherwise provided by law, affirmative votes by a majority of the Board's membership shall be required to approve any action under consideration, regardless of the number of members present. (Education Code 35164)

**Voice Vote**

Voting on motions shall be by voice vote. The minutes shall record the names of the persons making and seconding the motion, and if the motion carried, carried unanimously or defeated. Each member's vote shall be recorded as an aye or nay if the vote is not unanimous. The Board shall comply with the Education Code and the Brown Act provisions for roll call votes on motions or resolutions.

**Polling**

Voting on resolutions shall be by polling the members. The minutes shall record the person making the motion, the person seconding it, and the names of the Board members voting for and against the motion, as well as Board members who are absent.

**Abstentions**

~~The Board recognizes that when no conflict of interest requires abstention, its members have a duty to vote on issues before them. In the event that one less than the necessary number of affirmative (i.e. "aye") votes has been cast, then an "abstain" vote shall constitute concurrence, and the Secretary shall set forth in the minutes that the matter was pass pursuant to this Policy. When a member abstains because of a conflict of interest, the effect of the abstention will be assessed on a case by case basis in accordance with the laws of this State relating to conflicts of interest.~~

**ADDRESSING THE BOARD OF TRUSTEES**

Members of the public are encouraged to attend Board meetings and to address the Board concerning any item on the agenda or within the Board's jurisdiction. So as not to inhibit public participation, persons attending Board meetings shall not be requested to sign in, complete a questionnaire, or otherwise provide their name or other information as a condition of attending the meeting. (Government Code 54953.3). However, persons choosing to speak ~~shall~~ may be asked to give their name and city or area of residence.

Because the Board has a responsibility to conduct District business in an orderly and efficient way, the following procedures shall regulate public presentations to the Board.

**Items on the Agenda**

1. Members of the public shall have an opportunity to address the Board prior to the Board's consideration of each agenda item. (Education Code 35145.5, Government Code 54954.3)
2. Citizens seeking to address the Board on an agenda item shall complete a "Request to Address the Board of Trustees" card and give it to the Board President or Board Secretary.
  - a. A speaker wishing to address the Board, after having submitted a "Request to Address the Board of Trustees" card in a timely manner, shall first be recognized by the Board President. The speaker ~~shall~~ may identify himself/herself by providing the Board with his/her name and city/community of residence. All presentations shall be heard by the Board after any staff comments but prior to the formal discussion by Board Members of the agenda topic under consideration. Upon completion of his/her remarks, the speaker shall be asked to leave the podium unless requested to remain by the Board President.
  - b. Each speaker shall be provided a maximum of three (3) minutes to address the Board; however, the time assigned for individual presentations could be fewer than three (3) minutes depending upon the total number of speakers who wish to address a specific agenda topic. The Board shall limit the total time for presentations from the audience to twenty (20) minutes per agenda topic. With Board consent, the Board President may modify the time allowed for public presentation.
  - c. There shall be no transfer of a person's time, or a portion of a person's time, to another speaker.
  - d. Once an agenda item has been opened for public comment, no additional "Request to Address the Board of Trustees" cards shall be accepted for that topic.

**Oral Communications (Non-Agenda Items)**

Regular, scheduled meetings of the Board shall have a portion of each meeting devoted to Oral Communications. A person wishing to address the Board on a non-agenda item may do so under the Oral Communications portion of the Board agenda. Oral Communications will take place at the beginning of the meeting and immediately following the Special Recognitions portion of the Board meeting. With Board consent, the Board President may modify the time allowed for public presentation.

1. The total time for the Oral Communications portion of regular meetings shall be twenty (20) minutes. Individual presentations are limited to a maximum of three (3) minutes per individual but could be less if there are a large number of Oral Communication speakers.
2. A person wishing to be heard by the Board on a non-agenda item during Oral Communications, after having submitted a "Request to Address the Board of Trustees" card prior to the commencement of the Oral Communications portion of the meeting, shall first be recognized by the Board President. The speaker ~~shall~~ may identify himself/herself by providing the Board with his/her name and city/community of residence.
3. No "Request to Address the Board of Trustees" cards will be accepted once the Oral Communications portion of the meeting has begun.
4. There shall be no transfer of a person's time, or a portion of a person's time, to another speaker.
5. Legally, the Board may not take action on items raised by speakers under Oral Communications. The Board may, however, at its discretion, refer items to the administration for follow-up or place topics on a future Board agenda. (Education Code 35145.5, Government Code 54954.3)

**Public Hearings**

Anytime the Board schedules a separate public hearing on any given topic, it shall not hear speakers on the same topic before the public hearing except as to the scheduling of the hearing, nor shall it hear speakers after the hearing except as to changes in the policy or recommended actions which are directed at the time of the hearing.

**GENERAL GUIDELINES**

~~No open session oral presentation shall include charges or complaints against any employee of the Board, including the Superintendent, regardless of whether or not the employee is identified by name or by another reference which tends to identify. California law requires that all charges or complaints against employees be addressed in closed session unless the employee requests a public hearing. All such charges or complaints therefore must be submitted to the Board under the provisions of Board policy.~~

The Board recognizes that under the Brown Act, Government Code §54954.3, the Board is not permitted to prohibit public criticism of the policies, procedures, programs, or services of the agency, or of the acts or omissions of the legislative body. Case law also states that the Board may not require members of the public to state their complaints about employees in closed session.

~~Notwithstanding the procedural protocol stated in the preceding two paragraphs, in the event a public speaker continues his/her comments against an employee of the District, the Board President shall interrupt the speaker and issue the following statement:~~

~~*“The Board has an established policy for considering complaints against individual school district employees, including rights of these individuals. Therefore, in accordance with that policy, the Board will not discuss, respond to or otherwise consider complaints involving individual school district employees which have not been pursued through these established procedures. Should you continue to pursue public presentation of charges against a school district employee, you may be personally liable to that employee.”*~~

~~If the speaker persists after the President's statement (above), the speaker shall be provided the remainder of his/her time for public comments, but shall do so having been formally advised of the liability risk involved.~~

~~(cf. 1312.1 Complaints Concerning School Personnel)  
(cf. 9321 Closed Sessions)~~

No disturbance or willful interruption of any Board meeting shall be permitted. Persistence in the interruption of a Board meeting, by an individual or group, shall be grounds for the chair to terminate the privilege of addressing the meeting. The Board may remove disruptive individuals and order the room cleared if necessary; in this case, members of the media not participating in the disturbance may be allowed to remain, and individual(s) not participating in such disturbances may be allowed to remain at the discretion of the Board. When the room is ordered cleared due to a disturbance, further Board proceedings shall concern only matters appearing on the agenda. (Government Code 54957.9)

In the interest of safety and the maintenance of proper meeting decorum, and to permit members of the audience to observe the Board meeting without artificial barriers blocking their view, no signs will be permitted in the School Board meeting room. Meeting attendees who bring signs are welcome to display them outside the building where the Board meeting is taking place.

The use of cellular phones or other such electronic communication devices in the Board Room by members of the audience shall be prohibited during Board meetings. Furthermore, in order to insure the safety of all present, no signs carried by attendees shall be permitted in the Board meeting room itself.

## **Adjournment**

Regular Board meetings shall be adjourned by 11:00 p.m. unless extended to a time certain by a majority of the Board.

~~(cf. 9320 Meetings)  
(cf. 9322 Agenda/Meeting Materials)  
(cf. 9323.2 Actions by the Board)~~

*Legal Reference:*

**EDUCATION CODE**

*5095 Powers of remaining board members and new appointees*

*32210 Willful disturbance of public school or meeting a misdemeanor*

*35145.5 Agenda; public participation; regulations*

*35163 Official actions, minutes and journal*

*35164 Vote requirements*

*35165 Effect of vacancies upon majority and unanimous votes by seven member board*

**GOVERNMENT CODE**

*54954.3 Opportunity for public to address legislative body; regulations*

*54957.9 Disorderly conduct of general public during meeting; clearing of room*

*61 OPS. CAL. ATT. GEN. 243, 253 - 1978*

*66 OPS. CAL. ATT. GEN. 336, 337 - 1983*

**Bylaw**

adopted: February 27, 1995

revised: February 12, 1998

revised: October 2, 2000

revised: August 13, 2001

revised: March 10, 2003

revised: September 15, 2003

revised: February 7, 2005

revised: May 25, 2007

revised: September 22, 2008

revised:

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

San Juan Capistrano, California





CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES – SPECIAL MEETING  
APRIL 24, 2013  
EDUCATION CENTER – BOARD ROOM

President Alpay called the meeting to order at 5:00 p.m.

The Pledge of Allegiance was led by Trustee Hatton.

Present: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton, Pritchard, and Reardon

**A CD of the Board meeting discussion related to each of the items on the public agenda is on file in the Superintendent's Office as a matter of the permanent record. An audio recording of the meeting is available on the District website: [www.capousd.org](http://www.capousd.org)** **Permanent Record**

It was moved by Trustee Bryson, seconded by Trustee Hatton, and motion carried by a 7-0 vote to adopt the Board agenda. **Adoption of the Board Agenda**

AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton, Pritchard, and Reardon  
NOES: None  
ABSENT: None  
ABSTAIN: None

## **DISCUSSION/ACTION**

Dr. Farley stated the list of goals and objectives represented suggestions from all Board members that he compiled into one document. Some items would require separate action by the Board and items should be considered as benchmarks rather than specific goals. The purpose of the meeting is for Board discussion, clarification, and additions. **Superintendent Goals and Objectives Agenda Item 1**

The following speakers addressed the Board:

- Delia Van Kampen, Aarin Flynn, Jenny Vaccaro, and Holly Schafer stated neighborhood families are sending their children to other District, private, and charter schools due to the changing demographics and lower API scores at Marblehead Elementary School. Trustees were asked to make item 12 under the Business, Facilities, Finance, and Operations heading on the goals and objectives list a priority.

Trustees briefly discussed the parents' concerns and decided it was an issue to be addressed at a future Board meeting. The Board agreed the current list was just a starting point and revision was needed to change it from a Trustee "wish list" for the Superintendent to more generally stated goals. Board consensus was to have Dr. Farley reformulate the list into thematic goals with measurement objectives embedded into each goal, and to tie the Superintendent's objectives to the District's Strategic Plan and Mission Statement.

It was moved by Trustee Bryson, seconded by Trustee Reardon, and motion carried unanimously to adjourn the meeting.

Trustee Alpay announced the meeting adjourned at 5:40 p.m.

---

Board Clerk

---

Secretary, Board of Trustees

*Minutes submitted by Jane Boos, Manager, Board Office Operations*

CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES – REGULAR MEETING  
APRIL 24, 2013  
EDUCATION CENTER – BOARD ROOM

President Alpay called the meeting to order at 6:00 p.m. The Board recessed to closed session to: discuss Public Employee Appointment/Employment; confer with Labor Negotiators; and discuss Student Expulsions.

The regular meeting of the Board reconvened to open session and was called to order by President Alpay at 7:00 p.m.

The Pledge of Allegiance was led by Trustee Bryson.

Present: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton, Pritchard, Reardon, and Student Advisor Madison Wolfert

**A CD of the Board meeting discussion related to each of the items on the public agenda is on file in the Superintendent's office as a matter of the permanent record. An audio recording of the meeting is available on the District website: [www.capousd.org](http://www.capousd.org)**

**Permanent Record**

It was moved by Trustee Bryson, seconded by Trustee Hatton, and motion carried by a 7-0 vote to adopt the Board agenda.

**Adoption of the Board Agenda**

ROLL CALL: AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton, Pritchard, Reardon, and Student Advisor Madison Wolfert  
NOES: None  
ABSENT: None  
ABSTAIN: None

President Alpay reported the following action taken during closed session:

**President's Report From Closed Session Meeting**

**Agenda Item #3 A1 through A2 – Public Employee Appointment/Employment:**

The Board voted by a 7-0 vote to approve the appointment of Joshua Hill, High School Principal, Serra.

AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton, Pritchard, and Reardon  
NOES: None

The Board voted by a 7-0 vote to approve the appointment of Elizabeth Bley, Manager IV, Payroll.

AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton, Pritchard, and Reardon  
NOES: None

**Agenda Item #3 B – Conference with Labor Negotiators:**

The Board gave direction to staff.

### **Agenda Item #3 C1 through C5 – Student Expulsions:**

The Board voted 7-0 to expel the following students by stipulated agreement: Case #2013-051, #2013-055, #2013-056, #2013-058, and #2013-061.

AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton,  
Pritchard, and Reardon

NOES: None

Student Body President Jimmy Jacobs from Tesoro High School presented a report on activities taking place at the high school.

**ASB Report**

The San Clemente High School Dance Team was recognized for winning three National Championship trophies at the National Spirit Association's National Competition in March and for being a runner up for the Grand Champion title.

**Special  
Recognitions**

Trustee Bryson praised San Clemente High School's Dance Team and stated she had attended their dance performances in the past and they are Broadway-worthy dancers.

**Board and  
Superintendent  
Comments**

Trustee Hatton commented she attended the World Robotics Competition at the Anaheim Convention Center where 11 District schools participated.

Trustee Hanacek shared she had participated on the Classified Employees of the Year selection committee, attended Newhart Middle School's Earth Day event, and attended a performance of Grease at San Clemente High School.

Trustee Alpay shared he had attended San Clemente High School's performance of Grease and enjoyed it so much that he is going back to see it a second time.

As specified in Board Bylaw 9323 for Oral Communications, each speaker was allowed three (3) minutes to speak.

**Oral  
Communications**

The following speakers addressed the Board:

- *Dave Rohleder wanted Trustees to be aware of a program funded through SDG&E for air conditioner tune ups to ensure units perform efficiently which would lower utility bills.*
- *Robert Reidel responded to comments made towards him by Trustee Hanacek at the last Board meeting.*
- *Martha McNicholas provided Trustees with a flyer invitation and invited them to participate in one of the Relay for Life events in the area.*

### **DISCUSSION/ACTION**

President Alpay announced the Public Hearing open at 7:29 p.m. regarding instructional materials recommended for adoption: high school social science and world history. There being no speakers to address the Board, President Alpay declared the Public Hearing closed at 7:30 p.m.

**Public Hearing:  
Instructional  
Materials Adoption  
Agenda Item 1**

Assistant Superintendent Julie Hatchel stated these materials are for use in the new Two-Way Language Academy at San Juan Hills High School.

**Instructional  
Materials Adoption  
Agenda Item 2**

It was moved by Trustee Bryson, seconded by Trustee Hatton, and motion carried unanimously to approve the adoption of *World History: Modern World, CA (Spanish edition)* published by Prentice Hall for high school social science/world history classes for the Two-Way Language Academy.

President Alpay announced the Public Hearing open at 7:31 p.m. regarding instructional materials recommended for adoption: middle school history/social science. There being no speakers to address the Board, President Alpay declared the Public Hearing closed at 7:32 p.m.

**Public Hearing:  
Instructional  
Materials Adoption  
Agenda Item 3**

Assistant Superintendent Julie Hatchel explained these materials will be used in middle schools for book clubs and small groups that meet to read optional books which support the curriculum.

**Instructional  
Materials Adoption  
Agenda Item 4**

It was moved by Trustee Bryson, seconded by Trustee Hanacek, and motion carried unanimously to approve the adoption of the materials listed in Exhibit 4 for middle school history/social science classes.

President Alpay announced the Public Hearing open at 7:33 p.m. regarding instructional materials recommended for adoption: preschool and Transitional Kindergarten resource. There being no speakers to address the Board, President Alpay declared the Public Hearing closed at 7:34 p.m.

**Public Hearing:  
Instruction  
Materials Adoption  
Agenda Item 5**

Assistant Superintendent Julie Hatchel explained the District implemented the Transitional Kindergarten (TK) program with three classes this year, which will grow to six to eight classes next year. The requested curriculum is more comprehensive than the previous adoption, aligned with Common Core State Standards, and expands from one domain to seven domains covered within the preschool curriculum so it can also be used in the District's preschool program.

**Instruction  
Materials Adoption  
Agenda Item 6**

Following discussion, it was moved by Trustee Bryson, seconded by Trustee Reardon, and motion carried unanimously to approve the adoption of the *Big Day* program published by Scholastic for use in preschool and Transitional Kindergarten.

Deputy Superintendent Clark Hampton stated with the implementation of the Common Core State Standards, standardized tests will become adaptive for each student and delivered via computers. As technology has progressed, schools are quickly moving from taking students to the technology labs to bringing the technology to students in the classroom via mobile carts and laptops. Because of this transition, wireless access is becoming more and more critical. Mr. Hampton introduced Executive Director Susan Holliday who provided a PowerPoint covering the current technology infrastructure and plan for installing wireless technology in all remaining schools that currently do not have wireless access. *(The PowerPoint is posted on the District website.)*

**Technology  
Infrastructure  
Report  
Agenda Item 7**

Deputy Superintendent Clark Hampton stated this item is related to the presentation in the previous item and is requesting the direct purchase of networking equipment, services, and support to upgrade the infrastructure at 36 school sites so every District school will have access to wireless connectivity. The project will be funded by the Community Facilities District (CFD) funds and, for sites ineligible for CFDs, developer fees.

**Government  
Obligation  
Contract  
Agenda Item 8**

Trustee Addonizio requested a copy of the spreadsheet that lists the per-site CFD total cost for the network upgrades, not in the item's exhibit, be provided to Trustees, attached to the agenda, and posted on the District website.

Following discussion, it was moved by Trustee Bryson, seconded by Trustee Hatton, and motion carried unanimously to approve the purchase of network equipment for various school sites.

Assistant Superintendent Jodee Brentlinger stated positions to be eliminated are due to the lack of certainty of existing categorical funding sources. This resolution eliminates 29 vacant and 32 current employee positions.

**Classified Layoffs  
Agenda Item 9**

Following discussion, it was moved by Trustee Reardon, seconded by Trustee Hanacek, and motion carried by a 6-1 vote to approve Resolution No. 1213-40, Classified Layoff Non-Management Employees, in the designated classifications.

ROLL CALL: AYES: Trustees Alpay, Bryson, Hanacek, Hatton, Pritchard,  
Reardon, and Student Advisor Madison Wolfert  
NOES: Trustee Addonizio  
ABSENT: None  
ABSTAIN: None

Deputy Superintendent Clark Hampton reminded the Board that this item was continued at the March 13 Board meeting. Mr. Hampton stated the Fiscal Consultants' report presented to Trustees at the March meeting showed the rebalancing of the Community Facilities District (CFD) using a per-household method to evaluate contribution to the Certificate of Participation (COP) debt service. Trustees requested staff evaluate contribution to the COP debt service using a per-student method for analysis in addition to the per-household method. Mr. Hampton added the original analysis did not include the lease revenue the District receives from leasing approximately one-third of the building which contributes towards the debt service. With the inclusion of the lease revenue, no new CFD contributions are required for the debt service on the building. Using the exhibit for this item, Mr. Hampton contrasted both analyses for Trustees and stated staff is recommending the per-household method because assessment is by household and therefore the better option.

**Community  
Facilities District  
Rebalancing  
Agenda Item 10**

Following discussion, it was moved by Trustee Reardon, seconded by Trustee Bryson, and motion carried unanimously to approve rebalancing Community Facilities District contributions to the Certificate of Participation debt service using a per-household method.

It was moved by Trustee Reardon, seconded by Trustee Bryson, and motion carried unanimously to approve the revisions to Board Policy 1312.3, *Uniform Complaint Procedures*.

**Board Policy  
Revision  
Agenda Item 11**

President Alpay asked Trustees for items they wished to pull from the Consent Calendar. Item #23 was pulled.

**Items Pulled from  
the Consent  
Calendar**

## **CONSENT CALENDAR**

It was moved by Trustee Addonizio, seconded by Trustee Bryson, and motion carried by a 7-0 vote to approve the following Consent Calendar items:

Minutes of the March 13, 2013, regular Board meeting.

**Minutes  
Agenda Item 12**

Minutes of the March 27, 2013, regular Board meeting.

**Minutes  
Agenda Item 13**

Minutes of the April 15, 2013, special Board meeting.

**Minutes  
Agenda Item 14**

Readmission of students from expulsion: Case #2012-016 and #2012-68.	<b>Expulsion Readmissions Agenda Item 15</b>
Payments to District master teachers who supported a student teacher during the 2012 fall semester.	<b>Master Teacher Payment Agenda Item 16</b>
Student teaching agreement with Grand Canyon University.	<b>Student Teaching Agreement Agenda Item 17</b>
Student teaching agreement with University of Redlands.	<b>Student Teaching Agreement Agenda Item 18</b>
Purchase orders, warrants, and previously Board-approved bids and contracts as listed.	<b>Purchase Orders/Warrants Agenda Item 19</b>
Donation of Equipment.	<b>Donations Agenda Item 20</b>
Ratification of District standardized Independent Contractor, Master Contract, and Professional Services Agreements.	<b>Professional Services Agreements Agenda Item 21</b>
Ratification of special education Informal Dispute Resolution Agreement Case #023413, Case #033613, and Case #034513.	<b>Informal Dispute Resolution Agreements Agenda Item 22</b>
Resolution 1213-41, Education Protection Act.	<b>Education Protection Act Agenda Item 24</b>
Joint Powers Agreement with the County of Orange Sheriff-Coroner Department to provide supplemental law enforcement services, as needed by the District.	<b>Joint Powers Agreement Agenda Item 25</b>
Juvenile Court Work Program Services Agreement with the County of Orange to provide weed abatement services on District slopes and grounds.	<b>Juvenile Court Work Program Agreement Agenda Item 26</b>
Agreement for Architectural and Related Services with WLC Architects, Incorporated to provide preliminary estimates, schematic design, design development, and construction document preparation services for projects, as identified by the District to prepare for the bidding process.	<b>Architectural and Related Services Agreement Agenda Item 27</b>
Agreement for Architectural and Related Services with WLC Architects, Incorporated to provide services related to the design and construction of the lunch pavilion at Capistrano Valley High School.	<b>Architectural and Related Services Agreement Agenda Item 28</b> <sup>29</sup>

Agreement for Architectural and Related Services with WLC Architects, Incorporated to complete the Capistrano Valley High School Performing Arts Center project.	<b>Architectural and Related Services Agreement Agenda Item 29</b>
Ratification of Change Order No. 18 related to the construction of the Capistrano Valley High School Performing Arts Center.	<b>Change Order #18 CVHS Performing Arts Center Agenda Item 30</b>
Denial of Claim 13-10276 DP filed against the District.	<b>Government Claim Agenda Item 31</b>
Amendment to Agreement Bid No. 1213-01 for plumbing service with Pacific Plumbing Company of Santa Ana.	<b>Amendment to Agreement Agenda Item 32</b>
Extension of Agreement for Request for Qualifications No. 12-0809 for insurance broker services for excess workers' compensation insurance to be provided by Keenan Associates.	<b>Extension Agreement Agenda Item 33</b>
Extension of Independent Contractor Agreement No. I1011144 for software support and training services to be provided by D.R. McNatty & Associates, Incorporated.	<b>Extension of Independent Contractor Agreement Agenda Item 34</b>
Extension of Bid No. 1011-14 for grocery products to be provided by A&R Wholesale Distributors Incorporated, Gold Star Foods Incorporated, and Sysco Foods Incorporated.	<b>Grocery Products Agenda Item 35</b>
Extension of Bid No. 1011-13 for snack and beverage products to be provided by A & R Wholesale Distributors, Incorporated	<b>Snack and Beverage Products Agenda Item 36</b>
Award Request for Proposal No. 1-1314, After School Enrichment, Activities, and Camps Program Provider for the management of an after school enrichment program utilizing District facilities to South Orange County Community College District.	<b>After School Enrichment, Activities, Camps Agenda Item 37</b>
Advertise for bids for frozen food products as requested by the District.	<b>Frozen Food Products Agenda Item 38</b>
Advertise for bids for audio visual equipment as requested by the District.	<b>Audio Visual Equipment Agenda Item 39</b>
Resignations, retirements, and employment of classified personnel.	<b>Resignations/Retirements/ Employment (Classified Personnel) Agenda Item 40</b>



Resignations, retirements, and employment of certificated personnel.

**Resignations/  
Retirements/  
Employment  
(Certificated  
Personnel)  
Agenda Item 41**

Acceptance of Williams Settlement Second Quarter Report.

**Williams  
Settlement  
Quarterly Report  
Agenda Item 42**

ROLL CALL: AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton,  
Pritchard, Reardon, and Student Advisor Madison Wolfert  
NOES: None  
ABSENT: None  
ABSTAIN: None

Trustee Addonizio stated she pulled this item because she was not going to vote for it. Trustee Reardon asked Mr. Hampton if the high absences could be due to December 21 being the day before the holiday break rather than the Sandy Hook Elementary School tragedy. Deputy Superintendent Clark Hampton responded staff had reviewed historical records and a ten percent decrease in attendance at the six high schools and two middle schools on the day before the break was not consistent with past years. Assistant Superintendent Julie Hatchel stated rumors created at some of the high schools and internet Facebook threats, which the SMART Team investigated, attributed to the spike in absences at the high schools and middle schools.

**Waiver Request  
Agenda Item 23**

It was moved by Trustee Bryson, seconded by Trustee Hatton, and motion carried by a 5-2 vote to approve Waiver Request for School Absences Due to Imminent Danger.

ROLL CALL: AYES: Trustees Alpay, Bryson, Hanacek, Hatton, Pritchard, and  
Student Advisor Madison Wolfert  
NOES: Trustees Addonizio and Reardon  
ABSENT: None  
ABSTAIN: None

It was moved by Trustee Hatton, seconded by Trustee Addonizio, and motion carried unanimously to adjourn the meeting.

**Adjournment**

President Alpay announced the meeting adjourned at 8:39 p.m.

---

Board Clerk

---

Secretary, Board of Trustees

*Minutes submitted by Jane Boos, Manager, Board Office Operations*



Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....MAY 22, 2013

**MELLO ROOS**

The following purchase orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the following Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

PO No.	Fund	Vendor	Description	Amount
5239	87	PACIFIC ROOFING SYSTEMS	BI:Const/Fac Acq /Reilly	135,894.75
5240	93	US BANK NATIONAL ASSOCIATION	Serv& Op/Fac Acq /Dstrctwd	4,205.00
2 Purchase Orders				\$140,099.75

EXHIBIT 16

Attachment 1

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....MAY 22, 2013

The following purchase orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the following Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

PO No.	Fund	Vendor	Description	Amount
324266	23	DANNIS WOLIVER KELLEY	Serv& Op/Fac Acq /Dstrctwd	467.97
324267	1	DISCOVERING SCIENCE COMPANY	CnsltSvs/Instrctn/GrgWhite	8,755.00
324268	1	AQUARIUM OF THE PACIFIC	FieldTrp/Instrctn/Crn Vlly	766.50
324269	1	JOSTENS	SpplsNonI/Sch Adm /ANHS	1,207.21
324270	1	DELL COMPUTER	NonCapEq/SupvAdmn/Dstrctwd	747.38
324271	1	UC REGENTS	Conf:Ins/Instrctn/VDMMMS	2,380.00
324272	1	GRANLIBAKKEN	Conf:Ins/Instrctn/SCHS	1,531.00
324273	1	LIFE TRENDS GROUP TLTG INC	SpplsNonI/Sch Adm /SCHS	174.30
324274	25	DECISIONINSITE LLC	Serv& Op/Fac Acq /Dstrctwd	38,900.00
324275	1	CONTRACT PAPER GROUP INC.	St Rcpts/Undesig /Dstrctwd	2,972.16
324276		VOID	VOID	0.00
324277		VOID	VOID	0.00
324278	1	CAMCOR INC	NonCapEq/Instrctn/LadraElm	1,056.24
324279	1	ARTURO J. ADDEMAN	Rntl:Oth/RR:Bldgs/RH Dana	1,139.00
324280	1	CAMCOR INC	NonCapEq/Instrctn/NHMS	3,402.87
324281	1	HEWLETT-PACKARD COMPANY	InstMtls/Instrctn/NHMS	55.56
324282	1	CULVER-NEWLIN INC	InstMtls/Instrctn/SMS	352.84
324283	1	DANIELS TIRE SERVICE	Ppl Tran/PuplTran/Dstrctwd	25,000.00
			SpplsNonI/Dist Veh/Dstrctwd	5,000.00
324284	1	CLEAN ENERGY	Ppl Tran/PuplTran/Dstrctwd	30,000.00
324285	1	TROXELL COMMUNICATIONS INC	NonCapEq/Instrctn/Bergeson	2,452.68
324286	1	W W GRAINGER INC	SpplsNonI/Saf&Trng/Dstrctwd	309.96
324287	1	WAXIE	SpplsNonI/Custodil/Dstrctwd	1,732.10
324288	1	R&S SOIL PRODUCTS INC	SpplsNonI/Op:Grnds/Dstrctwd	1,263.60
324289	1	PAXTON/PATTERSON	InstMtls/Instrctn/DHHS	1,018.03
324290	1	CARD INTEGRATORS	SpplsNonI/Prsnl:HR/Dstrctwd	722.00
324291	1	ZEE MEDICAL	SpplsNonI/PuplTran/Dstrctwd	750.00
324292	1	DIGITAL NETWORKS GROUP INC	SpplsNonI/TIS /Dstrctwd	9,377.57
324293	1	APPLE COMPUTER INC	InstMtls/Instrctn/LRMS	156.60
324294	1	ABSURD SHIRTS	SpplsNonI/Sch Adm /VdelMarE	2,376.00
324295	1	APPLE COMPUTER INC	InstMtls/Instrctn/Tesoro	547.84
324296	1	ENET COMPONENTS INC	SpplsNonI/TIS /Dstrctwd	367.20
324297	1	UC REGENTS	Conf:Ins/Instrctn/MFMS	550.00
324298	1	APPLE COMPUTER INC	InstMtls/Instrctn/FNMS	358.32
324299	1	HABERMANN, RACHEL	Serv& Op/Instrctn/Our Savr	952.00
324300	1	PRIMEX WIRELESS	Rntl:Oth/RR:Bldgs/Dstrctwd	2,489.64
324301	1	GRANLIBAKKEN	Conf:Ins/Instrctn/SCHS	1,531.20
324302	1	PACIFIC PLUMBING COMPANY OF	Rntl:Oth/RR:Bldgs/Reilly	10,000.00
324303	1	BENS ASPHALT	Rntl:Oth/RR:Bldgs/Viejo	3,749.13
324304	1	MOBILE COMMUNICATION REPAIR	SpplsNonI/Sch Adm /Wagon Wh	3,061.80
324305	1	SEHI COMPUTER	SpplsNonI/Sch Adm /Ambuehl	669.60
324306	1	CAMCOR INC	InstMtls/Instrctn/CVHS	4,603.28
324307	1	CAMCOR INC	NonCapEq/InstTech/FNMS	2,874.75
324308		VOID	VOID	0.00

Board of Trustees Purchase Order Listing  
 \*===== Fiscal Year: 2012-13 =====\*  
 Board of Trustees Meeting.....MAY 22, 2013

PO No.	Fund	Vendor	Description	Amount
324309	1	CAMCOR INC	NonCapEq/Enterprs/Dstrctwd	5,600.71
			NonCapEq/Instrctn/Lgna Nig	5,489.81
324310	1	SEHI COMPUTER	InstMtls/Instrctn/Marblehd	669.60
324311	1	CULVER-NEWLIN INC	SpplsNonI/Libr&Med/SJHHS	3,449.74
324312	1	PERMA-BOUND	K-12Text/Instrctn/Tesoro	1,229.47
324313	1	FOLLETT EDUCATIONAL SERVICES	K-8Textb/Instrctn/Dstrctwd	666.25
324314	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	4,646.81
324315	1	MCGRRAW-HILL/SRA	K-8Textb/Instrctn/Dstrctwd	3,078.65
324316	1	CULVER-NEWLIN INC	InstMtls/Instrctn/SJHHS	2,156.54
324317	1	CULVER-NEWLIN INC	InstMtls/Instrctn/SJHHS	967.95
324318	13	MOBILE MINI INC	LrgEquip/FoodServ/Dstrctwd	4,489.20
324319	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	5,254.43
324320	1	SEHI COMPUTER	InstMtls/Instrctn/BAMS	669.60
324321	1	BENS ASPHALT	Rntl:Oth/RR:Bldgs/Benedict	14,980.00
324322	1	LIFETRENDS GROUP	SpplsNonI/Enterprs/GrgWhite	92.65
324323	1	NETWORK HARDWARE RESALE	SpplsNonI/TIS /Dstrctwd	111.04
324324	1	DELL COMPUTER	NonCapEq/PuplTran/Dstrctwd	747.38
324325	1	IMAGE 2000	SpplsNonI/Sch Adm /AVMS	500.00
324326	1	IXL LEARNING INC	Serv& Op/Instrctn/NHMS	199.00
324327	11	ADMINISTRATIVE SOFTWARE	Serv& Op/AE:FEEBS/Dstrctwd	377.50
324328	1	STAPLES ADVANTAGE	SpplsNonI/Prsnl:HR/Dstrctwd	550.00
324329	1	SAN CLEMENTE HIGH SCHOOL ASB	InstMtls/Instrctn/Dstrctwd	350.00
324330	1	DESIGN SCIENCE	Serv& Op/Instrctn/ANHS	436.14
324331	1	STAPLES ADVANTAGE	InstMtls/Instrctn/AVMS	500.00
			SpplsNonI/Sch Adm /AVMS	500.00
324332	1	SEHI COMPUTER	Rntl:Oth/TIS /Dstrctwd	3,000.00
324333	1	SHORECLIFFS MS ASB	InstMtls/Instrctn/Dstrctwd	25.00
324334	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/LRMS	2,000.00
324335	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/SCHS	3,844.80
324336	1	AVID CENTER	PrepdExp/Undesig /Dstrctwd	669.00
324337		VOID	VOID	0.00
324338	1	THINKING MAPS INC	CnfrNonI/StDev In/Lgna Nig	2,400.00
324339	1	APPLE COMPUTER INC	NonCapEq/Enterprs/DJAMS	2,108.52
324340	1	NATIONAL OCEAN SCIENCES BOWL	Serv& Op/PrntPart/DHHS	200.00
324341	1	APPLE COMPUTER INC	NonCapEq/Enterprs/Tesoro	2,842.44
324342	1	CUSD	Serv& Op/PuplTran/Dstrctwd	858.67
324343	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Castille	2,940.84
324344	1	ENVIRONMENTAL NATURE CENTER	FieldTrp/Instrctn/RH Dana	582.00
324345	1	INSIGHT SYSTEMS EXCHANGE	SpplsNonI/Sch Adm /LFMS	768.96
324346	1	BERNICE AYER ASB	InstMtls/Instrctn/Dstrctwd	120.00
324347	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Lobo	794.00
324348	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Tesoro	1,153.44
324349	1	MISSION SAN JUAN CAPISTRANO	FieldTrp/Instrctn/Moulton	1,188.00
324350	1	INSIGHT SYSTEMS EXCHANGE	SpplsNonI/AcadmAdv/Serra	420.12
324351	1	APPLE COMPUTER INC	InstMtls/SE0thIns/Dstrctwd	433.92
324352	1	TUTTLE-CLICK FORD	Rntl:Oth/PuplTran/Dstrctwd	5,000.00
			Rntl:Oth/Dist Veh/Dstrctwd	10,000.00
324353	1	COMMUNICATIONS USA	SpplsNonI/Sch Adm /VDMMS	556.20
324354	1	ASSOC BUSINESS PRODUCTS	SpplsNonI/PuplTran/Dstrctwd	213.84
324355	1	PATRICIA MACDONALD AND	Serv& Op/Instrctn/VarSites	17,986.36

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....MAY 22, 2013

PO No.	Fund	Vendor	Description	Amount
324356	1	PYRAMID WIRE & CABLE INC.	SplsNonI/RR:Bldgs/Ambuehl	1,440.83
324357	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
324358	1	GRAVOGRAPH-NEW HERMES	SplsNonI/RR:Bldgs/Dstrctwd	1,290.85
324359	1	MNJ TECHNOLOGIES DIRECT INC	SplsNonI/Bus/Fisc/Dstrctwd	291.60
324360	1	OCDE/MEDIA SERVICES	Bks&Ref /StDev In/BAMS	151.17
324361	1	CALIFORNIA WESTERN VISUALS	InstMtls/Instrctn/SCHS	403.92
324362	11	FIRST CLASS BOOKS	InstMtls/Instrctn/Dstrctwd	197.51
324363	1	CULVER-NEWLIN INC	InstMtls/Libr&Med/SCHS	991.87
324364		VOID	VOID	0.00
324365	1	CULVER-NEWLIN INC	SplsNonI/Libr&Med/Ambuehl	426.34
324366	1	MOBILE COMMUNICATION REPAIR	InstMtls/Enterprs/Bathgate	367.20
324367	1	CAMCOR INC	NonCapEq/TIS /Dstrctwd	528.12
324368	1	CAMCOR INC	NonCapEq/Instrctn/LadraElm	1,056.24
324369	1	VALIANT IMC	InstMtls/Instrctn/Reilly	521.64
324370	1	WEST-LITE SUPPLY CO INC	InstMtls/Instrctn/SCHS	65.69
324371		VOID	VOID	0.00
324372	1	DICK BLICK WEST	InstMtls/Instrctn/ANHS	178.79
324373	1	PERMA-BOUND	Bks&Ref /Instrctn/MFMS	516.27
324374	1	PERMA-BOUND	Bks&Ref /Instrctn/Viejo	12,259.66
324375	1	FOLLETT LIBRARY RESOURCES	Bks&Ref /Instrctn/San Juan	5,000.00
324376	1	BERTRANDS HORN IMPROVEMENT	NonCapEq/Instrctn/SMS	700.92
324377		VOID	VOID	0.00
324378	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Reilly	9.70
324379	14	HELLAS CONSTRUCTION INC.	Rntl:Oth/RR:Grnds/Tesoro	3,600.00
324380	1	SAGE PUBLICATIONS INC	Bks&Ref /Instrctn/FNMS	43.09
324381	1	PEARSON SCHOOL	InstMtls/SE0thIns/Dstrctwd	991.78
324382	1	OCDE/MEDIA SERVICES	InstMtls/Instrctn/San Juan	242.78
324383	1	SUPER DUPER INC.	SplsNonI/Spch Aud/Dstrctwd	208.44
324384	1	BEYOND PLAY	InstMtls/SDCInstr/Dstrctwd	295.33
324385	1	AUDITORY INSTRUMENTS	InstMtls/Instrctn/Hiddn Hl	3,933.51
324386		VOID	VOID	0.00
324387	1	LAKESHORE LEARNING MATERIALS	InstMtls/SDCInstr/Dstrctwd	60.46
324388		VOID	VOID	0.00
324389	1	GLASS SPECTRUM	InstMtls/Instrctn/NHMS	200.00
324390	1	THERAPRO	SplsNonI/HlthServ/Dstrctwd	61.57
324391	1	SOCIAL THINKING PUBLISHING	InstMtls/SE0thIns/Dstrctwd	195.19
324392	1	BENS ASPHALT	Rntl:Oth/RR:Bldgs/Benedict	7,867.00
324393	1	ORIENTAL TRADING CO	InstMtls/Instrctn/Las Palm	191.41
324394	1	UPSTART	InstMtls/Instrctn/Hiddn Hl	35.70
324395	1	LIBRARY STORE, THE	Bks&Ref /Libr&Med/SCHS	276.69
324396	1	TOTAL i REPAIR	SplsNonI/SupvAdmn/Dstrctwd	145.00
324397	1	BREN EVENTS CENTER	Rntl:Oth/Sch Adm /SJHHS	5,800.00
324398	1	DELL COMPUTER	InstMtls/Instrctn/Kinoshta	167.38
324399	1	APPLE COMPUTER INC	Serv& Op/Enterprs/NHMS	5,099.66
324400	1	RANCHO MISSION VIEJO LAND	FieldTrp/Instrctn/LadraElm	1,400.00
324401	1	AIR CONDITIONING CONTROL SYS	Rntl:Oth/RR:Bldgs/Dstrctwd	14,587.00
324402	1	LA HABRA FENCE CO INC	Rntl:Oth/Op:Grnds/CVHS	4,220.00
324403	1	LA HABRA FENCE CO INC	Serv& Op/Enterprs/Dstrctwd	2,500.00
324404	1	S & S WORLDWIDE	InstMtls/Instrctn/RH Dana	54.30
324405	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/DHHS	136.58

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....MAY 22, 2013

PO No.	Fund	Vendor	Description	Amount
324406	1	ENABLEMART	InstMtls/SE0thIns/Dstrctwd	153.20
324407	1	IMAGE 2000	InstMtls/Instrctn/ArroyoEl	351.46
			InstMtls/Instrctn/ArroyoMS	351.46
324408	1	COMPLETE OFFICE OF CA	SpplsNonI/SupvAdmn/Dstrctwd	190.07
324409	1	DELL COMPUTER	NonCapEq/SE0thIns/Dstrctwd	15,527.34
324410	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/SE0thIns/Dstrctwd	9,227.52
324411	1	CUSD	Serv& Op/PuplTran/Dstrctwd	27,000.00
324412	1	WE DO MAIL	Serv& Op/Pub Info/Dstrctwd	731.65
324413	1	WEST COAST MICROSCOPE	InstMtls/Instrctn/LRMS	1,000.00
324414	1	RANCHO MISSION VIEJO LAND	FieldTrp/Instrctn/LadraElm	786.00
324415	1	READ NATURALLY	Serv& Op/Instrctn/Don Juan	1,999.40
324416	14	HELLAS CONSTRUCTION INC.	Rntl:Oth/RR:Grnds/ANHS	4,200.00
324417	1	PERMA-BOUND	K-12Text/Instrctn/SMS	3,128.22
324418	1	READ NATURALLY	InstMtls/Instrctn/Reilly	2,439.06
324419	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/RH Dana	160.92
324420	1	PRO-ED	InstMtls/SE0thIns/Dstrctwd	78.04
324421	1	ALIMED	InstMtls/SE0thIns/Dstrctwd	255.04
324422	1	ACADEMIC COMMUNICATION ASSOC	InstMtls/SE0thIns/Dstrctwd	216.56
324423	1	LINGUI SYSTEMS INC	InstMtls/SE0thIns/Dstrctwd	210.11
324424	1	STAPLES ADVANTAGE	NonCapEq/SupvAdmn/Dstrctwd	39.29
			InstMtls/SDCInstr/Dstrctwd	85.15
			SpplsNonI/SupvAdmn/Dstrctwd	203.04
324425	1	ALL PRO SCHOOL SOUND	InstMtls/Instrctn/Las Palm	129.00
324426	1	MARKERBOARD PEOPLE	InstMtls/Instrctn/MFMS	677.81
324427	1	ACADEMIC THERAPY PUBL	Bks&Ref /Instrctn/Viejo	227.36
324428	1	AARDVARK CLAY	InstMtls/Instrctn/Tesoro	323.78
324429	69	TRAVIS SOFTWARE	Serv& Op/Enterprs/Dstrctwd	1,425.00
324430	1	STAPLES ADVANTAGE	SpplsNonI/Sch Adm /SCHS	344.58
324431	1	TRIPLE A PUMPING & JETTING	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
324432	1	KIPP BROTHERS INC	SpplsNonI/Sch Adm /Hiddn Hl	140.42
324433	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/SE0thIns/Dstrctwd	1,233.04
324434	1	ACORN MEDIA	InstMtls/SE0thIns/Dstrctwd	2,053.39
324435	1	APPLE COMPUTER INC	NonCapEq/Instrctn/CVHS	5,203.15
324436	1	DELL COMPUTER	NonCapEq/SupvAdmn/Dstrctwd	852.92
324437	1	IMAGE 2000	InstMtls/Instrctn/Tesoro	803.96
324438	1	NATIONAL OCEAN SCIENCES BOWL	Serv& Op/PrntPart/DHHS	350.00
324439	1	SADDLEBACK VALLEY USD	FieldTrp/Instrctn/Moulton	1,980.00
324440	1	US GAMES	InstMtls/Enterprs/Bathgate	209.79
324441	1	ALISO VIEJO COUNTRY CLUB	InstMtls/CurAthlt/ANHS	828.00
324442	1	APPLE COMPUTER INC	InstMtls/Instrctn/Dstrctwd	2,662.32
324443	13	J2 RETAIL SYSTEMS INC.	CmpEquip/FoodServ/Dstrctwd	33,240.24
324444	1	BIO RAD LABORATORIES	InstMtls/Instrctn/DHHS	352.08
324445	1	CUSD INDUCTION: BTSA	Serv& Op/Instrctn/St Mary	540.00
324446	1	OPPORTUNITY SCHOOLS	Serv& Op/Instrctn/MssHills	1,820.00
324447	1	MILDREW, JULIE	Serv& Op/Instrctn/St Edwrd	812.60
324448	1	ISTE	Serv& Op/Instrctn/St Edwrd	532.00
324449	1	MILDREW, JULIE	Serv& Op/Instrctn/St Edwrd	909.32
324450	68	AMAZON	SpplsNonI/Enterprs/Dstrctwd	215.95
324451	1	CARSON-DELLOSA PUBLISHING	InstMtls/Instrctn/CanVistE	436.50
324452	1	CARSON-DELLOSA PUBLISHING	InstMtls/Instrctn/CanVistE	436.50





Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....MAY 8, 2013

Warrant Number	Name of Payee	Reference Number	Amount
184847	CITY OF SAN JUAN CAPISTRANO	PO-320307	6,657.49
184848	CONSOLIDATED ELECT DISTR	PO-320352	15,349.80
184849	HELLAS CONSTRUCTION INC.	PO-323934	4,500.00
184850	MOULTON NIGUEL WATER	PO-320310	6,502.46
184851	PACIFIC PLUMBING COMPANY OF	PO-324023	1,814.00
184852	PACIFIC ROOFING SYSTEMS	PO-322734	3,740.50
		PO-323730	3,526.00
		PO-323731	2,104.00
		PO-323889	2,825.75
		PO-323890	1,823.00
		PO-323891	1,347.00
184853	SAN DIEGO GAS & ELECTRIC	PO-321103	35,451.77
184854	SANTA MARGARITA WATER	PO-320311	3,185.91
184855	SO CAL GAS CO	PO-320314	192.81
184856	SO COAST WATER DIST	PO-320312	2,031.86
184857	WEST COAST ARBORISTS INC.	PO-320346	1,272.00
184858	DIPKO, JEMILETH AND MARK	PO-320217	560.00
184859	DORES, PAUL ALAN	PO-320296	1,440.00
184860	LEE, EUNJUNG AND/OR DAEHOE	PO-320832	574.98
184861	MACNAMARA, DANIEL & ALICIA	PO-323226	1,700.00
184862	MENDE PSY.D, SYLVIA	PO-320983	989.55
184863	MOLDAUER, PAMELA S.	PO-321287	2,280.00
184864	ORANGE CTY TESTING SERV	PO-320676	156.00
184865	!ACE TUTORING SERVICES INC	PO-322472	2,205.00
184866	24 HORAS DE TUTORIA	PO-322504	1,591.46
184867	ACCESS TO LEARNING LLC	PO-322204	270.00
184868	BESTGEN, MARY	PO-321569	480.00
184869	BIO-ACOUSTICAL ENG CORP	PO-320963	11,300.00
184870	MARGY, MIKE	PO-324223	257.60
184871	SULICK, ANDY	PO-323677	1,812.00
184872	YMCA OF ORANGE COUNTY	PO-321712	2,025.00
184873	BARI, KATHY	PV-133739	260.00
184874	CAPPO	PO-323953	169.00
184875	FLUENT, TERRY	PV-133740	15.00
184876	GUITE, LAUREN	PV-133742	198.45
184877	MALDONADO, NORMA	PV-133748	13.28
184878	MANGIAPANE, ELYSE	PV-133743	380.00
184879	ORANGE COUNTY DEPT OF EDUCATIO	PO-323690	45.00
184880	ORANGE CTY DEPT EDUC	PO-323010	45.00
184881	SCHOOL SERVICES OF CALIF	PO-323337	175.00
		PO-323990	175.00
184882	STATE SELPA ADMINISTRATORS	PO-324255	180.00
184883	THIENNGERN, TODD	PV-133741	50.00
		PV-133747	30.00
184884	VERDUGO, WENDY	PV-133746	110.00

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....MAY 8, 2013

Warrant Number	Name of Payee	Reference Number	Amount
184885	MOORE'S SEWING MACHINE	PO-320259	362.53
184886	OFFICE DEPOT	PO-320790	2,186.43
		PO-323727	113.98
		PO-323755	110.35
		PO-324031	171.33
184887	PAC TYPEWRITER & COMM	PO-322600	805.00
184888	PACWEST AIR FILTER	PO-320393	9,713.11
184889	PRAXAIR	PO-321165	58.75
184890	PREMIERE WATER SERVICES	PO-320508	1,025.00
184891	R&S SOIL PRODUCTS INC	PO-320339	3,888.00
184892	RENAISSANCE LEARNING INC	PO-324245	480.69
184893	SCHOLASTIC INC	PO-322149	54.45
184894	SIERRA SOIL	PO-320362	189.00
184895	SIMPLEX GRINNELL LP	PO-323091	2,504.93
		PO-323106	826.64
		PO-323260	16,817.57
		PO-323384	589.10
184896	SMARDAN SUPPLY COMPANY	PO-320340	3,829.95
184897	SMART & FINAL	PO-320371	10.27
		PO-321354	109.26
		PO-321497	56.35
		PO-323594	109.12
		PO-324244	1,451.99
184898	SO COAST DISTRIBUTING CO	PO-320195	666.36
184899	STARKEY	PO-323862	296.99
184900	STOELTING CO	PO-322186	503.01
		PO-323231	503.01
		PO-323847	86.47
184901	TARGET SPECIALTY PROD	PO-320342	2,551.63
184902	TEXTBOOK WAREHOUSE	PO-322789	241.60
184903	OFFICE DEPOT	PO-321110	58.07
184904	OFFICE DEPOT	PO-320635	57.65
184905	A Z BUS SALES INC	PO-320567	887.08
		PO-323837	3,053.95
184906	ASHA	PO-323901	147.20
184907	BEACH CITIES GLASS	PO-320316	199.51
184908	BEE MAN	PO-320677	470.00
184909	BLAIRS TOWING INC	PO-322329	285.00
184910	CHEFS TOYS	PO-323200	998.53
184911	CINTAS	PO-323223	62.29
184912	CINTAS CORP	PO-320245	60.56
		PO-320319	1,287.11
184913	CINTAS CORPORATION #640	PO-320527	260.87
184914	CINTAS DOCUMENT MANAGEMENT	PO-321648	163.00

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....MAY 8, 2013

Warrant Number	Name of Payee	Reference Number	Amount
184915	CLARK SECURITY PRODUCTS	PO-320320	97.63
		PO-323664	3,907.97
		PO-324166	890.96
184916	COMPLETE OFFICE OF CA	PO-320026	275.50
		PO-320666	92.66
		PO-320667	593.14
		PO-320697	118.00
		PO-320699	6.44-
		PO-321522	220.27
		PO-323624	82.04
184917	CONTRACT PAPER GROUP INC.	PO-324057	1,494.72
184918	DENAULT'S HARDWARE	PO-320531	32.55
184919	ECOLOGY TIRE	PO-320535	266.25
184920	EVERYTHING MEDICAL	PO-323782	83.00
		PO-324055	1,532.50
184921	FACTORY MOTOR PARTS	PO-320537	1,030.11
184922	FEDERAL EXPRESS CORP	PO-320135	3,095.07
184923	FRICTION MATERIALS CO.	PO-320540	2,105.18
184924	GANAHL LUMBER	PO-320324	1,201.06
184925	GLEN PRODUCTS	PO-320325	798.84
184926	HAWTHORNE EDUC SERV	PO-324083	357.00
184927	IMAGE 2000	PO-320470	643.60
		PO-323630	441.72
184928	IPC USA	PO-320542	25,003.96
184929	JONES-CAMPBELL CO., INC	PO-323723	1,131.62
184930	LAKE SHORE LEARNING MATLS	PO-323875	234.85
184931	COMMUNITY ROOTS	PO-320595	70,524.00
184932	Capistrano Connections Academy	PO-320596	604,172.00
184933	JOURNEY CHARTER SCHOOL	PO-320594	109,558.00
184934	OPPORTUNITY FOR LEARNING	PO-320593	53,080.00
184935	ORANGE COUNTY ZOO	PO-323909	224.00
184936	OXFORD ACADEMY	PO-320597	261,313.00
184937	COLLINS, NANCY	PV-133750	6.78
184938	DE ACUTIS, LISA	PV-133751	54.24
184939	EVANS, LAURA	PV-133752	236.08
184940	FERGUSON, ERIN	PV-133753	279.11
184941	HANRATTY-RAJA, JENNIPHER	PV-133755	19.21
184942	HEALY, JEROME	PV-133756	18.65
184943	HERNANDEZ, MARLO	PV-133757	26.56
184944	HERVEY, ROBIN	PV-133758	92.10
184945	HOOPER, GWYNETH	PV-133759	15.26
184946	KAPLAN, PAUL M	PV-133760	33.90
184947	METTERT, LISA M	PV-133761	138.20
184948	PEREZ, ALEIDA	PV-133762	37.86
184949	ROBINSON, KATIE	PV-133765	139.37

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....MAY 8, 2013

Warrant Number	Name of Payee	Reference Number	Amount
184950	TRUEBLOOD, MELINDA	PV-133766	64.98
184951	WHITE, BRANDI	PV-133767	72.32
184952	WOODSON, CANDACE	PV-133768	30.51
184953	WOODWARD, JENNIFER	PV-133770	54.24
184954	YSLAS, BOBBIE SUE	PV-133769	33.34
184955	CHAVEZ, MAGALYS	PV-133749	19.21
184956	FREY, DEBORAH	PV-133754	10.17
184957	PEREZ, VIRGINIA	PV-133763	98.31
184958	COX COMMUNICATIONS	PO-323414	72,542.02
184959	MISSION AUTO SERVICE	PO-323579	4,361.11
184960	MITCHELL1	PO-320546	999.00
184961	MOBILE COMM REPAIR INC	PO-320499	2,193.57
184962	MOBILE FLEET WASH	PO-320849	929.50
184963	NASCO WEST	PO-321875	947.35
184964	NILES BIOLOGICAL	PO-323819	103.00
184965	ORANGE COUNTY PROBATION DEPT	PO-320358	1,050.00
184966	ORANGE CTY TANK TESTING	PO-321042	1,500.00
184967	PACIFIC GO NATURAL GAS	PO-320551	381.57
184968	PEPPER-LOS ANGELES, J W	PV-133911	632.49
184969	PRAXAIR	PO-320552	38.50
184970	PRECISION SPEEDOMETER SR	PO-320574	233.12
184971	PREMIER SILICA	PO-320160	262.63
184972	PYRAMID WIRE & CABLE INC.	PO-320180	1,248.05
184973	RED WING SHOE STORE	PO-320553	2,931.98
184974	RICKS TRAILER SUPPLY	PO-320554	60.00
184975	RIFTON EQUIPMENT	PO-323267	1,534.95
184976	RINCON TRUCK PARTS	PO-320575	493.14
184977	SAF-COM SUPPLY	PO-320188	143.36
184978	SMART & FINAL	PO-320371	56.74
		PO-320382	108.05
		PO-321354	6.78
		PO-322016	86.48
		PO-323594	45.77
		PO-323833	505.50
184979	SMOG EXPRESS	PO-320557	131.90
184980	SOUTHERN COUNTIES LUBRICANTS	PO-322686	3,044.90

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....MAY 8, 2013

Warrant Number	Name of Payee	Reference Number	Amount
184981	SOUTHWEST SCHOOL SUPPLY	-	
		PO-320012	50.34
		PO-320046	116.74
		PO-320071	19.44
		PO-320075	108.51
		PO-320277	323.61
		PO-320306	207.08
		PO-320379	256.94
		PO-320615	75.00
		PO-320640	96.17
		PO-320642	555.80
		PO-320644	1,104.02
		PO-320646	543.90
		PO-320648	13.67
		PO-320660	225.72
		PO-320770	302.77
		PO-320776	44.83
		PO-320785	267.25
		PO-320792	106.13
		PO-320798	203.62
		PO-320809	818.91
		PO-320814	11.06
		PO-320845	48.90
		PO-321188	267.14
		PO-321224	84.75
184982	SOUTHWEST SCHOOL SUPPLY	PO-321224	84.73
		PO-321231	436.27
		PO-321430	97.24
		PO-322052	135.24
		PO-323218	420.93
		PO-323328	453.59
		PO-323331	1,824.72
		PO-323350	714.87
		PO-323535	380.05
		PO-324002	41,821.92
		PV-133870	34.21
184983	STARFALL EDUCATION	PO-321755	270.00
		PO-323265	270.00
		PO-323700	270.00
184984	TRUCPAR CO	PO-320563	2,067.75
184985	TUTTLE-CLICK FORD	PO-320564	1,470.26
		PO-321283	2,773.35
184986	UNITED TRANSMISSION EXCHANGE	PO-320565	3,234.61
184987	US GAMES	PO-323763	160.70

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....MAY 8, 2013

Warrant Number	Name of Payee	Reference Number	Amount
184988	ZEE MEDICAL	PO-320591	269.43
		PO-324291	103.32
184989	ZEP MANUFACTURING CO	PO-320566	481.79
184990	SOUTHWEST SCHOOL SUPPLY	PO-320794	110.46
		PO-320801	68.62
184991	US BANK CORP PAYMENT SYSTEM	-	
		CM-130062	44.97-
		CM-130063	261.49-
		<del>PV</del> -133780	7,683.30
184992	US BANK CORP PAYMENT SYSTEM	PV-133780	355.00
		PV-133781	5,773.27
		PV-133822	4,576.86
184993	CITY OF SAN JUAN CAPISTRANO	PO-320307	3,119.04
184994	MOULTON NIGUEL WATER	PO-320310	1,322.27
184995	SAN DIEGO GAS & ELECTRIC	PO-321103	31,083.69
184996	SO CAL GAS CO	PO-320314	9,164.49
184997	SOUTHERN CALIFORNIA EDISON	PO-320313	37,761.24
184998	WEST COAST ARBORISTS INC.	PO-320346	3,392.00
184999	WESTGROUP MANAGEMENT INC	PO-323977	19,000.00
185000	WESTGROUP MANAGEMENT INC	PO-323977	800.00
185001	AUCH, NICOLE	PV-133783	76.00
185002	BARI, KATHY	PV-133784	56.13
185003	BELLINGHAUSEN, KAREN	PV-133785	30.00
185004	BERTINI, CARRIE	PV-133786	35.98
185005	BLINKLE, MARY	PV-133787	72.00
185006	BOULGADIES, GABRIELA	PV-133788	46.29
185007	BROCATO, BRIAN	PV-133789	88.00
185008	CARE FOUNDATION, INC.	PV-133791	3,000.00
185009	CASTELLANOS, ELIZABETH	PV-133792	20.00
185010	ENRIQUEZ, LIZETTE	PV-133795	20.00
185011	EZELL, GRANT	PV-133796	85.00
185012	GELSINGER, EVEVON	PV-133797	72.00
185013	HAMPTON, CLARK	PV-133798	32.39
185014	KENNEY, VALERIE	PV-133799	72.00
185015	LAVERING, MELANIE	PV-133800	59.85
185016	LESLIE, CAROLYN	PV-133801	72.00
185017	MENDOZA, SERGIO	PV-133802	70.80
185018	MORTON, MASON	PV-133803	42.00
185019	MULFORD, CONNIE F	PV-133804	72.00
185020	NEIGHBORS, JEFF	PV-133805	72.00
185021	ORTIZ, RYAN	PV-133806	72.00
185022	PFAU, JOSHUA	PV-133809	80.00
185023	PROUD, STEPHEN	PV-133807	15.00
185024	PULIDO, DEBBIE	PV-133810	10.68
185025	ROMERO, DEBRA	PV-133812	72.00

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....MAY 8, 2013

Warrant Number	Name of Payee	Reference Number	Amount
185026	SMITH, LESLIE	PV-133814	72.00
185027	TASH, KENDALL	PV-133815	89.00
185028	VALENCIA-SORIANO, JOSUE	PV-133816	15.00
185029	WALTON, MARCUS	PV-133818	45.47
185030	WATERBURY, NILSA	PV-133819	32.38
185031	WEBER, SUSAN	PV-133820	72.00
185032	WEISSMANN, NOAH	PV-133821	11.00
185033	CAMMA-TRAN, PETRONILA	PV-133790	110.00
185034	CRADER, ELIZABETH	PV-133793	110.00
185035	PROUTY, THERESA	PV-133808	110.00
185036	RICHARD, KANDI	PV-133811	153.00
185037	SAZGAR, POUNEH	PV-133813	85.00
185038	VANLI, TUGBA	PV-133817	110.00
185039	DRESSER, DE LORIS A	PV-133794	921.33
185040	ADAMS, CELESTE	PV-133823	406.80
185041	BOYER, DAVID OR MELISSA	PV-133824	83.26
185042	CHARTIER, BRIAN & LESLIE	PV-133825	154.25
185043	FOLZ, WILLIAM OR JESSICA	PV-133826	249.05
185044	GEISERT, GARRETT OR LEAH	PV-133827	454.94
185045	GUERRERO, HECTOR & GINA	PV-133828	124.75
185046	KARPUS, DAVID OR MARY	PV-133829	301.03
185047	KEENE, SEAN OR TIFFANY	PV-133830	90.68
185048	LAW, YUET	PV-133831	197.30
185049	REDING, CLARE & SHAD	PV-133832	132.21
185050	SQUIRRELL, BRANDON & ELIZABETH	PV-133833	292.03
185051	STEBENNE, STUART/LISA	PV-133834	134.24
185052	TRAN, CHAU & LUONG, PHUONG	PV-133835	71.19
185053	WALKER, TRENT & MISTY	PV-133836	167.47
185054	BAILEY, REBECCA	PV-133837	135.60
185055	BARRETT, JANET S	PV-133838	92.66
185056	BENE, CHERI	PV-133839	187.58
185057	BLAND, LISA	PV-133840	147.11
185058	BUCKMAN, JENNIFER	PV-133841	179.11
185059	BYRON, MEREDITH	PV-133842	15.82
185060	COLLINGS, JANICE	PV-133843	75.71
185061	COPPOLA, LUCI	PV-133844	335.05
185062	CROSS, MINDY	PV-133845	228.26
185063	DIXON, AURORA	PV-133846	102.83
185064	EXWORTHY, MARK	PV-133847	245.21
185065	FLUENT, TERRY	PV-133848	51.66
185066	GOSS, KRISTEN	PV-133849	47.46
185067	HANAFORD, LAURA	PV-133850	106.79
185068	HEUSER, RACHEL	PV-133851	284.20
185069	JONES, JOSEPH	PV-133852	140.12
185070	KROGMAN, DEBRAH	PV-133853	27.69

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....MAY 8, 2013

Warrant Number	Name of Payee	Reference Number	Amount
185071	LAVERING, MELANIE	PV-133854	27.12
185072	LUDLOW, JACK	PV-133855	61.02
185073	METTERT, LISA M	PV-133856	204.53
185074	MOGUET, NICHOLAI	PV-133857	90.40
185075	PINKERTON, DAN	PV-133858	202.27
185076	REISCHL, VIRGINIA	PV-133864	50.85
185077	ROBINSON, KATIE	PV-133859	259.74
185078	RUBY-KORAN, CHERYL	PV-133860	28.25
185079	SELECMAN, LANA	PV-133861	62.15
185080	SELIKSON, DEBBIE	PV-133862	101.70
185081	SHAH, RANA	PV-133865	113.00
185082	SIELING, TARA	PV-133863	170.63
185083	TOWNSEND, NORM	PV-133866	113.00
185084	WEINELL, CAROL	PV-133867	216.40
185085	WISEMAN, HOLLY	PV-133868	329.88
185086	YOTA, DENISE	PV-133869	37.29
185087	ADAMSON, CORAL	PV-133884	204.53
185088	BLITCH, KRISTA	PV-133885	33.90
185089	CARDIN, PATTI	PV-133886	37.29
185090	CAUDILL, AMANDA	PV-133887	120.91
185091	FERGUSON, ERIN	PV-133888	285.89
185092	FRIEDLANDER, DOROTHY	PV-133889	325.44
185093	HAUN, BARBARA	PV-133890	194.93
185094	KOPELSON, KATHLEEN	PV-133891	431.10
185095	LAIDLEY, JOANIE	PV-133892	281.37
185096	MILLER, MARIE T.	PV-133893	18.65
185097	MORAND, CARA	PV-133894	324.31
185098	ORGILL, JANELLE	PV-133896	216.96
185099	PANNING LA BATE	PV-133897	291.54
185100	RIEGERT, KAREN	PV-133898	136.73
185101	SCHOOLER, DEBORAH	PV-133899	94.36
185102	SMITH, ANNE	PV-133900	238.43
185103	TUNULI, JESSICA	PV-133901	246.34
185104	VARGAS, DAVID	PV-133902	295.50
185105	WEIS-DAUGHERTY, DENISE	PV-133903	137.30
185106	WHALEN, ANDREA	PV-133904	121.48
185107	WOLFSON, MEGHAN	PV-133905	68.37
185108	NUNAN, KATIE	PV-133895	122.04
185109	EATON, ANDREA	PV-133871	340.00
185110	ERICKSON, DANA	PV-133872	24.30
185111	FOSTER, KARIN	PV-133873	116.03
185112	FROMMHOLZ, ERIC	PV-133874	379.48
185113	GODFREY, NICOLE	PV-133875	340.00
185114	GRAY, DIANE	PV-133876	114.03
185115	HALL, SHELLEY A.	PV-133877	280.00



Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....MAY 8, 2013

Warrant Number	Name of Payee	Reference Number	Amount
185116	HEUSER, RACHEL	PV-133878	644.98
185117	PAGANI, ANN F.	PV-133879	106.15
185118	RICHTSMEIER, AUNDREA	PV-133880	280.00
185119	RUBY-KORAN, CHERYL	PV-133881	25.99
185120	SAN DIEGO COUNTY SUPT OF SCH	PO-323005	1,500.00
		PO-323225	100.00
		PO-323609	300.00
		PO-323633	600.00
185121	STROME, NANCY	PV-133882	28.82
185122	UNIVERSITY OF CA REGENTS	PO-323667	110.00
185123	WOODS, KARI A	PV-133883	126.03
185124	STROUD, KEITH R	PO-321183	301.00
185125	CRARY, BRENDA	PO-320292	4,671.00
185126	CROMWELL, PATRICIA	PO-320344	135.00
185127	GARCIA, IRMA R.	PO-320294	4,222.20
185128	HEAR NOW ABRAMSON AUDIOLOGY	PO-320336	4,696.25
185129	KRANTZ, TRICIA	PO-320348	3,679.20
185130	LCRA TRUST	PO-321559	4,585.00
		PO-321570	6,247.50
		PO-324247	3,981.25
185131	LOYER, LAW OFFICES OF KATHLEEN	PO-324241	3,500.00
185132	MARDAN CENTER OF ED	PO-321310	3,612.00
		PO-321674	3,612.00
		PO-322886	3,612.00
		PO-322935	3,612.00
		PO-323661	3,612.00
185133	ORANGE COUNTY THERAPY SERVICE	PO-320329	3,680.00
185134	ORANGE CTY TESTING SERV	PO-320676	52.00
185135	PARADIGM HEALTH CARE SERVICES	PO-322508	7,194.58
185136	SHACK-LAPPIN, CAROL	PO-321191	5,400.00
185137	STEPPING STONES SPEECH	PO-321714	2,160.00
		PO-322704	4,200.00
185138	ABACUS IN-HOME TUTORING INC	PO-322229	276.25
185139	ABLE ACADEMICS LLC	PO-322500	1,080.00
185140	ART MASTERS	PO-320994	1,660.00
		PO-321011	2,079.00
		PO-321012	1,559.00
		PO-321477	2,148.00
		PO-321478	2,165.00
		PO-321982	1,469.00
185141	ART MASTERS INC	PO-321713	1,944.00
185142	BESTGEN, MARY	PO-321569	240.00
185143	INNOVADIA LLC	PO-322541	257.96
185144	TOTAL EDUCATION SOLOUTIONS	PO-322502	151.25
185145	UROK LEARNING INSTITUTE	PO-322202	489.88

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....MAY 8, 2013

Warrant Number	Name of Payee	Reference Number	Amount
185146	YMCA OF ORANGE COUNTY	PO-323613	2,400.00
185147	ALPEN SPRUCE LLC	PO-323052	16,427.53
185148	NvLS PROFESSIONAL SERVICES LLC	PO-322430	9,000.00
185149	DANNIS WOLIVER KELLEY	PO-324266	467.97
185150	ABSURD SHIRTS	PO-324294	2,376.00
185151	ADVANTAGE RADIATOR	PO-320568	279.72
185152	ALISO NIGUEL AUTO CARE	PO-320521	107.32
185153	APPLE COMPUTER INC	PO-323697	68,470.88
		PO-323746	2,825.16
		PO-323860	24,381.41
		PO-324052	14,758.51
		PO-324064	3,471.36
		PO-324086	358.32
		PO-324127	3,856.87
		PO-324139	1,189.68
		PO-324141	3,251.52
		PO-324168	433.92
		PV-133906	42.12
185154	ATLAS PEN & PENCIL CORP	PO-323942	196.50
185155	BAUDVILLE	PO-324101	198.40
185156	BIOMETRICS4ALL INC	PO-320029	63.75
185157	BJ BINDERY	PO-320121	212.00
185158	CALIFORNIA WESTERN VISUALS	PO-324049	2,019.60
185159	CAMCOR INC	PO-324033	2,112.48
		PO-324035	528.12
		PO-324043	289.65
		PO-324048	460.32
		PO-324069	958.25
		PO-324184	2,112.48
		PO-324185	96.55
185160	CHEVROLET OF IRVINE	PO-320569	798.27
185161	CINTAS CORP	PO-320245	60.56
		PO-320319	612.84
185162	COMPLETE OFFICE OF CA	PO-320701	294.66
		PO-323624	55.68
185163	CPF FRIENDS OF THE	PO-324202	300.00
185164	CROWN VALLEY TRANS	PO-321058	2,632.28
185165	CULVER-NEWLIN INC	PO-323469	2,424.99
185166	CURRICULUM ASSOCIATES	PO-323918	1,254.84
185167	DANIELS TIRE SERVICE	PO-320570	4,414.05

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....MAY 8, 2013

Warrant Number	Name of Payee	Reference Number	Amount
185168	DELL MARKETING L P	PO-323864	9,437.31
		PO-323907	1,725.22
		PO-323944	5,660.85
		PO-323946	1,494.76
		PO-323950	14,363.41
		PO-323954	747.38
		PO-324020	21,648.44
		PO-324056	26,905.75
		PO-324059	846.62
		PO-324099	747.38
		PO-324167	841.08
		PO-324172	443.52
185169	DEMCO INC	PO-323936	208.51
185170	DONALD GEISEN	PO-320541	390.00
185171	EVERYTHING MEDICAL	PO-324201	556.32
185172	FLINN SCIENTIFIC INC	PO-323945	662.64
185173	FOLLETT EDUCATIONAL SVC	PO-324082	2,136.24
185174	FREEWAY AUTO SUPPLY & MACHINE	PO-320539	306.44
185175	FRICTION MATERIALS CO.	PO-320540	2,151.97
185176	GAYLORD BROS INC	PO-323906	446.07
185177	GLEN PRODUCTS	PO-320325	1,045.23
185178	GOPHER ATHLETIC/SPORTS	PO-323699	358.05
185179	HANDWRITING W/O TEARS	PO-324117	577.85
185180	HD SUPPLY FACILITIES MAINTN	PO-320166	
		PO-324177	241.92
185181	HEWLETT-PACKARD COMPANY	PO-323094	704.16
		PO-323392	55.45
185182	HIRSCH PIPE & SUPPLY	PO-320326	1,684.86
185183	INSIGHT SYSTEMS EXCHANGE	PO-323949	11,269.20
		PO-323952	766.42
		PO-323955	3,762.80
		PO-323958	1,126.95
		PO-323963	7,512.80
		PO-324022	12,020.48
		PO-324038	375.67
		PO-324039	17,805.54
		PO-324041	759.06
		PO-324051	3,832.00
		PO-324053	1,529.14
		PO-324058	2,992.96
		PO-324060	4,201.20
		PO-324062	347.76
		PO-324065	2,253.84
		PO-324067	1,149.62
		PO-324131	2,516.88

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....MAY 8, 2013

Warrant Number	Name of Payee	Reference Number	Amount
185184	INTERNATIONAL MAGIC & FUN SHOP	PO-324112	271.00
185185	INTERSTATE BATTERIES	PO-320573	463.99
185186	IXL LEARNING INC	PO-323815	199.00
185187	JOHN DEERE LANDSCAPES	PO-320330	2,320.21
185188	JOHNSTONE SUPPLY	PO-322735	11,685.31
		PO-323884	5,034.83
		PO-323885	4,001.59
185189	JONES SCHOOL SUPPLY CO INC	PO-323871	126.79
185190	JUMP ROPE STORE, THE	PO-322521	141.30
185191	KNORR SYSTEMS INC	PO-320332	3,807.48
185192	KUTA SOFTWARE LLC	PO-323764	767.00
185193	LAWNMOWERS ETC	PO-320824	1,115.51
185194	W W GRAINGER INC	PO-323039	5,671.28
185195	LAKESHORE LEARNING MATERIALS	PO-324003	498.15
185196	LAKESHORE LEARNING MATLS	PO-320703	108.66
185197	AMERICAN LOGISTICS COMPANY LLC	PO-321222	19,421.25
185198	CALIFORNIA WEEKLY EXPLORER INC	PO-321974	1,350.00
185199	CERTIFIED TRANSPORTATION	PV-133908	963.62
185200	OCEAN INSTITUTE	PO-322370	1,041.00
		PO-323492	6,900.00
185201	PACIFIC COAST SIGHTSEEING	PV-133907	15,892.77
185202	RSCCD	PO-322551	744.00
185203	XEROX CORPORATION	PO-320274	25,395.30
		PO-321837	15,454.63
		PO-321838	41,159.12
		PO-321841	7,193.52
		PO-321844	64,385.62
185204	STATE BD EQUALIZATION	PV-133910	1,040.00
185205	CAPISTRANO UNIFIED SCHOOL DIST	PO-320116	63,957.14
185206	CHLIC-CHICAGO	PO-320114	29,850.58
185207	CONNECTICUT GEN LIFE INS CO	PO-320140	14,914.42
185208	UNUM LIFE INSURANCE	PO-320113	8,987.76
185209	STATE BD EQUALIZATION	PV-133909	477.31
185210	STATE OF CALIFORNIA	PO-323810	270.00
185211	US BANK	PO-321583	12,277.27
185212	CORVEL CORPORATION	PO-320221	80,500.00
185213	CAPISTRANO UNIFIED SCHOOL DIST	PO-320116	64,357.61
185214	CORVEL CORPORATION	PO-320222	8,286.28
185215	CITY OF SAN CLEMENTE	PO-320308	15,683.43
185216	COUNTY OF ORANGE-WASTE MNGT	PO-320309	1,633.98
185217	SAN DIEGO GAS & ELECTRIC	PO-321103	126,045.57
185218	SANTA MARGARITA WATER	PO-320311	1,425.25
185219	SO CAL GAS CO	PO-320314	1,288.77
185220	SOUTHERN CALIFORNIA EDISON	PO-320313	25,203.38
185221	WESTGROUP MANAGEMENT INC	PO-323977	10,700.00

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....MAY 8, 2013

Warrant Number	Name of Payee	Reference Number	Amount
185222	WESTGROUP MANAGEMENT INC	PO-323977	1,100.00
185223	AMS.NET INC	PO-323696	1,427.38
		PO-323951	2,500.00
185224	APPLE COMPUTER INC	PO-324133	9,272.88
		PO-324231	16,269.24
		PO-324253	541.92
185225	ASSOCIATION OF CALIFORNIA	PO-320079	1,040.00
185226	CDW GOVERNMENT	PO-320364	464.53
185227	CREATIVE FORMS DESIGN INC	PO-324227	1,128.29
185228	DELL MARKETING L P	PO-320930	288.99
		PO-324135	958.96
185229	ENABLING DEVICES	PO-323429	145.95
185230	ENET COMPONENTS INC	PO-323293	60.48
185231	ETA/ HAND 2 MIND	PO-323835	3,463.06
185232	EVERYTHING MEDICAL	PO-323524	671.90
185233	FISHER SCIENTIFIC	PO-322849	1,772.55
185234	INSIGHT SYSTEMS EXCHANGE	PO-324124	5,033.76
		PO-324126	6,929.60
		PO-324129	751.28
		PO-324137	13,609.19
		PO-324144	4,489.44
185235	KELLY PAPER COMPANY	PO-324078	742.40
185236	MCGRAW HILL COMPANIES	PO-323210	1,036.58
		PO-323215	901.37
		PO-323635	235.50
185237	MCGRAW-HILL COMPANIES	PO-322986	4,133.84
185238	MENTORING MINDS	PO-322942	382.25
		PO-323669	351.67
		PO-323711	382.25
		PO-323720	228.45
185239	RELY MEDIA	PO-323701	1,100.00
185240	SCHOLASTIC INC	PO-323239	864.00
185241	SIERRA SOIL	PO-320362	399.60
185242	SPARKLETTS	PO-320077	73.53
		PO-320384	198.48
		PO-320435	253.30
		PO-320437	36.60
		<del>PO-320709</del>	17.73
		PO-320712	89.45
		PO-321045	24.81
		PO-321072	6.06-
		PO-321084	259.31
		PO-321529	27.40
185243	SPORTS FACILITIES GROUP INC	PO-320825	575.00
		PO-323928	986.00

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....MAY 8, 2013

Warrant Number	Name of Payee	Reference Number	Amount
185244	TELL STEEL INC	PO-320203	2,254.61
185245	VALIANT IMC	PO-323838	288.00
185246	VANGUARD FLOORING INC	PO-321832	675.00
185247	WAXIE	PO-323839	170.75
185248	SPARKLETTTS	-	
		PO-321299	39.05
		PO-321300	31.03
		PO-321302	35.06
		PO-321304	21.86
		PO-321306	53.21
		PO-321307	54.07
		PO-321311	43.50
		PO-321343	47.78
		PO-321349	31.20
		PO-321356	25.78
		PO-321363	14.59
		PO-321364	43.16
		PO-321366	23.94
		PO-321369	33.03
		PO-321371	34.27
		PO-321374	46.38
		PO-321375	15.68
		PO-321376	48.33
		PO-321529	55.63
		PO-321535	14.35
185249	SPARKLETTTS	PO-321535	4.10
		PO-322703	18.50
		PO-323124	23.02
185250	TRAVIS SOFTWARE	PO-324429	1,425.00
185251	ADAMS, KARA	PV-133916	285.78
185252	ARKEE, SHEILA	PV-133917	336.97
185253	BANH, JULIE/NAM	PV-133919	913.13
185254	BAUER, ADAM OR GINA	PV-133920	101.09
185255	BECERRIL, ARTURO OR BLANCA	PV-133921	81.63
185256	BELANGER, JEFF	PV-133922	714.54
185257	BOUCLY, CHRISTOPHER & DAWNIEL	PV-133923	285.08
185258	BOYD, VALERIE	PV-133924	117.18
185259	BUI, HONG	PV-133925	223.06
185260	CANET, DONALD OR ERIN	PV-133926	379.97
185261	CUHADAROGLU, MEHMET OR BELGIN	PV-133927	1,255.79
185262	DESHAZER, ALEX OR DARCY	PV-133928	232.55
185263	DUDHEKER, SANJAY OR SONALY	PV-133929	2,119.00
185264	FERREN, MATTHEW &/OR KATIE	PV-133930	174.12
185265	FINCH, JASON/NICOLETTE	PV-133931	253.57
185266	FOLZ, WILLIAM OR JESSICA	PV-133932	137.41

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....MAY 8, 2013

Warrant Number	Name of Payee	Reference Number	Amount
185267	GARCIA, ROSALINA	PV-133918	416.52
185268	GAU, MARY	PV-133933	163.17
185269	GUERRERO, HECTOR & GINA	PV-133934	176.73
185270	GUZMAN GARCIA, OMAR	PV-133935	194.59
185271	HENRY, SAMANTHA	PV-133936	109.94
185272	HYLTON, CHRIS OR HERMINIA	PV-133937	229.71
185273	JAMES, JUSTIN & ARLEN	PV-133938	90.40
185274	KARPUS, DAVID OR MARY	PV-133939	317.76
185275	LOCKMAN, RICHARD OR AILEEN	PV-133940	133.11
185276	LONGORIA, RICARDO/YVONNE	PV-133941	586.92
185277	MACIBORSKI, MIKE OR STEPHANIE	PV-133942	72.32
185278	MARTINEZ, ROBERT OR CHRISTINA	PV-133943	149.16
185279	NOXON, LISA C	PV-133944	43.62
185280	RAMOS, ELLIOT/SEPULVEDA, LYCEL	PV-133946	246.79
185281	REYNOLDS, SUSAN	PV-133947	466.24
185282	RITURBAN/JOHN PAUL & ANN	PV-133948	259.92
185283	RODAS, PHILLIP AND CAROLYN	PV-133949	135.26
185284	SOTO, MARTHA/RODOLFO	PV-133950	482.51
185285	WALKER, TRENT & MISTY	PV-133951	206.11
185286	WINKLER, JOHN & CAROL	PV-133952	264.42
185287	BLIND CHILDREN'S LEARNING	PO-320469	3,500.00
		PO-323103	540.00
185288	DEVEREUX CLEO WALLACE	PO-323660	13,611.64
185289	HERITAGE CENTER	PO-320836	11,187.48
185290	ISLAND VIEW ACADEMY	PO-321174	11,837.00
185291	KIDS INSTITUTE FOR DEVELOPMENT	PO-320396	6,555.00
185292	OCEANVIEW SCHOOL	PO-320224	4,932.00
		PO-320230	4,240.00
		PO-320231	4,932.00
		PO-320237	4,692.00
		PO-320239	4,932.00
		PO-320241	4,302.00
		PO-320670	4,452.00
		PO-321715	4,452.00
		PO-321745	4,452.00
		PO-322835	3,822.00
		PO-322888	6,598.00
		PO-323590	2,512.00
185293	SPEECH & LANGUAGE DEVEL	PO-320232	5,041.50
		PO-320233	5,085.50
		PO-320234	3,077.75
		PO-320235	3,684.00
		PO-320236	3,540.00
185294	TERI INC	PO-321028	3,760.16
185295	WINGARD, RICHARD AND LORENA	PO-323522	1,000.00

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....MAY 8, 2013

Warrant Number	Name of Payee	Reference Number	Amount
185296	YELLOWSTONE BOYS & GIRLS RANCH	PO-321021	987.50
185297	BEADLE, DEBBY	PV-133954	80.23
185298	CATAPULT LEARNING	PO-323831	2,095.00
185299	DUARTE, GEORGE	PV-133955	815.58
185300	RAMIREZ, LESLIE	PV-133958	125.00
185301	SAN DIEGO COUNTY SUPT OF SCH	PO-321696	50.00
185302	SKILLPATH SEMINARS	PO-323611	229.00
185303	WINGEN, TAMARAH	PV-133956	1,288.41
185304	T DAVIS & ASSOCIATES INC	PO-320327	3,750.00
185305	BREN EVENTS CENTER	PO-324397	5,800.00
185306	C D T INC.	PO-321707	693.25
185307	COSTCO S.J.C.	PO-324042	972.27
185308	IPC USA	PO-320542	26,894.42
185309	BENNETT, KATHLEEN	PV-133969	183.63
185310	BRADLEY, JUDITH S	PV-133970	67.80
185311	BROWN, SUSAN	PV-133971	52.55
185312	BYRON, MEREDITH	PV-133972	19.78
185313	COPPAGE, CARRI	PV-133974	70.06
185314	DYE, JANETTE	PV-133976	18.65
185315	EATON, ANDREA	PV-133977	35.03
185316	GILMORE, SHELLY	PV-133978	132.21
185317	GLASSEN, NINA	PV-133979	112.29
185318	GOSS, KRISTEN	PV-133980	18.65
185319	HARMAN, NANCY	PV-133981	127.13
185320	HIGHTOWER, SHERI	PV-133982	105.09
185321	KELLMAN, KATHLEEN	PV-133983	185.89
185322	KERINS, TRACY	PV-133984	42.94
185323	KIMINAS, ANTHONY	PV-133985	168.94
185324	KLISTER, PAMELA	PV-133986	89.84
185325	MEISSNER, ANDREA	PV-133987	574.04
185326	OLMSTEAD, CATHI	PV-133988	9.04
185327	ONDRYAS, BRIANNA	PV-133989	27.69
185328	PATERSON, ELIZABETH	PV-133990	154.25
185329	PETTEY, STEPHANIE	PV-133991	187.58
185330	ROCHE, ANN	PV-133992	262.73
185331	SANTOS, CHRIS	PV-133973	66.67
185332	SHUMATE, DAGMAR	PV-133993	197.75
185333	SELING, TARA	PV-133994	75.71
185334	TALAFUS, SUE	PV-133995	171.76
185335	TALILI, MAILUMAI	PV-133996	296.07
185336	TRAN, PHI	PV-133997	44.64
185337	DEMPSEY, PATRICE	PV-133975	119.78
185338	WILBUR, SANDRA S	PV-133998	97.75
185339	ABE, SYLVIA	PV-133999	23.00
185340	CAPISTRANO UNIFIED ED ASSN	PV-134026	70.00



Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....MAY 8, 2013

Warrant Number	Name of Payee	Reference Number	Amount
185341	CAYO, JOANHANA	PV-134001	90.00
185342	CLEARY, MACAIAH	PV-134002	10.00
185343	DON JUAN AVILA MS ASB	PV-134000	150.00
185344	FARRIS, KIRA	PV-134003	12.00
185345	HARPER, BAYLOR	PV-134004	81.00
185346	LINK, TIM	PV-134005	82.42
185347	MALONE, JULEE	PV-134006	64.30
185348	MCGOWAN, DARLENE	PV-134017	1,318.19
185349	MORRIS, FAITH	PV-134007	149.34
		PV-134008	257.70
185350	NGUYEN, SARA	PV-134009	16.00
185351	OLSON, LEONA	PV-134010	193.50
185352	RACKE, ROBERT	PV-134011	15.00
185353	SELECMAN, LANA	PV-134012	45.34
185354	STOMP, MIRANDA	PV-134013	143.00
185355	WHITMORE, LINDA	PV-134014	50.77
185356	WODARK, NICHOLAS	PV-134015	69.00
185357	YAP, CORTNEY	PV-134016	15.00
185358	ALPINE ACADEMY	PO-320240	12,015.70
185359	BERRY, SCOTT AND/OR JAIME	PO-320819	666.60
185360	DEVEREUX TEXAS TREATMENT	PO-322240	12,985.73
185361	DEVEREUX TEXAS TREATMENT	PO-323659	9,931.56
185362	GOODWILL INDUSTRIES OF ORANGE	PO-322656	379.80
185363	ORANGE CTY DEPT EDUC	PO-322245	313,206.05
185364	PATTERSON, PAMELA	PO-320213	2,472.00
185365	PYRAMID AUTISM CENTER	PO-320238	4,275.00
185366	YOUTH CARE OF UTAH	PO-322887	12,928.00
185367	BASIC EDUCATIONAL SERVICES	PO-322197	1,937.25
185368	CALINK INSTITUTE	PO-322241	2,100.00
185369	CAMPCO	PO-321480	9,802.10
185370	TOTAL EDUCATION SOLOUTIONS	PO-322502	495.00
185371	DANNIS WOLIVER KELLEY	PO-323009	1,543.50
185372	DANNIS WOLIVER KELLEY	PO-321102	84.28
185373	BLAND, LISA	PV-134018	230.00
185374	GEIGER, PHILIPPA	PV-134019	329.95
185375	HABERMANN, RACHEL	PO-324299	952.00
185376	HAMPTON, CLARK	PV-134020	347.95
185377	JOCHAM, SARA	PV-134021	327.62
185378	NOSB-CONSORTIUM FOR OCEAN	PO-324340	106.00
185379	OLSEN, LEONA	PV-134024	482.70
185380	OPPORTUNITY SCHOOLS	PO-324446	1,820.00
185381	ORANGE COUNTY DEPT OF EDUCATIO	PO-323405	225.00
185382	PETTEY, STEPHANIE	PV-134022	242.73
185383	TRUEBLOOD, MELINDA	PV-134023	626.00
185384	WEBB, JILL	PV-134025	230.00

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....MAY 8, 2013

Warrant Number	Name of Payee	Reference Number	Amount
185385	BERNICE AYER ASB	PO-324346	120.00
185386	IMAGINATION MACHINE, THE	PO-324243	1,085.00
185387	IRVINE PARK RAILROAD	PO-323494	1,932.00
185388	JFK TRANSPORTATION CO INC	PV-134028	6,841.25
185389	KNOTT'S BERRY FARM	PO-323994	1,487.50
185390	MISSION SAN JUAN CAPISTRANO	PO-324349	612.00
185391	ORANGE COUNTY DEPT OF EDUCATIO	PO-321750	19,260.00
185392	PACIFIC COAST SIGHTSEEING	CM-130064	27.50-
		CM-130065	27.50-
		CM-130066	27.50-
		CM-130067	27.50-
		CM-130068	55.00-
		CM-130069	27.50-
		CM-130071	27.50-
		CM-130072	27.50-
		PV-134029	13,205.33
185393	SAN CLEMENTE HIGH SCHOOL ASB	PO-324329	350.00
185394	SHORECLIFFS MS ASB	PO-324333	25.00
185395	OPPORTUNITY FOR LEARNING	PV-134027	4,396.51
185396	PERMA-BOUND	PO-322839	3,260.39
		PO-322982	22.49
		PO-323394	1,575.93
185397	SMART & FINAL	PO-322287	377.23
		PO-323830	105.80
185398	SOUTH COAST ANSWERING SERVICE	PO-320194	174.23
185399	SUPER DUPER INC.	PO-323428	90.00
185400	THE WARE GROUP	PO-323991	1,700.00
185401	TRANSTRAKS	PO-323924	7,950.00
185402	TUTTLE-CLICK FORD	PO-320564	512.62
		PO-321283	2,734.30
185403	UNITED RENTALS	PO-320206	4,140.70
185404	VALIANT IMC	PO-323523	79.95
185405	VERNON LIBRARY SUPPLIES INC	PO-322769	152.20
185406	CORVEL CORPORATION	PO-321565	206,620.42
185407	METROPOLITAN EMPLOYEES	PO-320115	3,704,003.58
		PO-320141	21,078.00
561 Warrants			\$7,450,264.57

**Capistrano Unified School District  
Bids/RFP-Qs/Piggyback Bids**

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
A&R Wholesale Distributors, Inc.	Bid No. 1011-14 Grocery Products	5/9/2011
A&R Wholesale Distributors, Inc.	Bid No. 1011-13 Snack and Beverage Products	5/9/2011
Above All Names Construction Services, Incorporated	Bid No. 1112-11, Concrete Maintenance & Repair	10/26/2011
American Logistics Co., LLC	Bid No. 1112-04 - Outsource Transportation Service	7/27/2011
AMS.NET Inc.	California Multiple Award Schedule Contract No. 3-09-70-0291Q, Electronic Data Processing (EDP) Equipment and Service	4/13/2010
AMS.NET Inc.	Western State Contracting Alliance (WSCA) WSCA 7-08-70-13, CA Participating Addendum AR-233 Cisco Networking Communications and Maintenance	11/9/2010
AMS.NET Inc.	California Multiple Award Schedule (CMAS) Contract No. 3-11-70-0291U, Purchase and Warranty of Hardware, Software, Software Maintenance, Installation, Maintenance and Repair	5/25/2011
AMS.NET Inc.	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services	3/28/2012
Architectural Roofing Systems dba Pacific Roofing Systems	Bid No. 1011-10, Roofing Repairs and Maintenance	3/8/2011
Atkinson, Andelson, Loya, Rudd & Romo	RFQ No. 10-0809 General Legal Services	12/15/2009
AVID	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
B&H Foto & Electronics Corp. dab B&H Photo Video	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Ben's Asphalt, Inc.	Bid No. 1011-01 Asphalt Paving, Seal coating and Repair	6/15/2010
Bergman Dacey Goldsmith	RFQ No. 10-0809 General Legal Services	12/15/2009
Bowie, Arneson, Wiles, and Giannone	RFQ No. 10-0809 General Legal Services	12/15/2009
CA Track & Engineering	CMAS 4-09-78-0048A - Advanced Polymer Playground Surface Rubberized Sport Surface, Synthetic Track	9/12/2011
California Western Visuals	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Camcor, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Campus Foods	Bid 1011-14 Grocery Products	5/9/2011
CDWG	Western State Contracting Alliance (WSCA) Contract No. 7-08-70-13 Cisco Networking Communications and Maintenance	11/9/2010
CDWG	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services	3/28/2012
Certified Transportation Services, Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010

**Capistrano Unified School District  
Bids/RFP-Qs/Piggyback Bids**

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
Cintas Corporation	RFP No. 3-1011, Uniform Service	12/7/2010
Collins & Aikman Floor covering, Inc. C&A/Tandus	Santa Monica-Malibu Unified School District Bid No. 9.10 Flooring Material District wide	5/14/2012
Concepts School and Office Furnishings	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Concepts School and Office Furnishings	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
Consolidated Electrical Distributors	Bid No. 1112-05 Electrical Supplies and Materials	6/29/2011
Construct 1 One, Corp.	Bid No. 1112-14 - Newhart Middle School MPR Remodel	5/23/2012
Consulting & Inspection Services	RFQ No 4-1011, DSA Approved Inspector of Record	1/11/2011
CR&R	Bid No. 1112-06 - Service to Collect, Recycle, and Dispose of Solid Waste District wide	8/8/2011
Contemporary Services Corporation	RFP No. 5-1213, Event Security Services	2/27/2013
Culver-Newlin	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Culver-Newlin	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
Dannis Woliver Kelley (DWK)	RFQ No. 10-0809 General Legal Services	12/15/2009
Dave Bang Associates, Inc.	Colton Joint USD Bid No. 09-01, Playground Equipment, Safety Surfacing, Outdoor Site Furnishings, DSA Shade Shelters	4/13/2010
David Taussig & Associates, Inc.	RFP No. 6-1011 Special Tax Consulting Services for Public Financing	4/11/2011
DecisionInsite	RFQ No. 6-1213, Demographic Consultant Services	3/27/2013
Dell Computer (Dell Marketing LP)	California Multiple Award Schedule Contract No. 3-94-70-0012, Purchase of Computer-Related Hardware, Software and Networking Equipment	7/21/2008
Dell Computer (Dell Marketing LP)	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27160 awarded to Dell Marketing L.P., California Participating addendum, Computer Equipment, peripherals, and related services.	6/27/2012
Desert Business Interiors	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Digital Networks Group, Inc.	California Multiple Award Schedule Contract No. 3-06-702070D, Purchase and Installation of Pole Mounted Systems for Video and Audio Switching, Control, and Projector Mounting	12/8/2008
Digital Networks Group, Inc.	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Digital Networks Group, Inc.	California Multiple Award Schedule Contract No. 3-12-70-2070E, General Services Administration Schedule No. GS-35F-0563U, Resale of Cisco Products and Cisco Branded Service	1/23/2013
Diversified Metal	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Dominos Pizza	Bid No. 1112-07 Pizza Service	8/24/2011
E. Stewart & Assoc, Inc.	Bid No. 1213-02 - Weed Abatement	5/23/2012

**Capistrano Unified School District  
Bids/RFP-Qs/Piggyback Bids**

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
Edenco, Inc.	RFQ/P No. 2-1011, Construction Manager/District Representative	9/28/2010
Fieldman Rollapp & Associates	RFQ No. 8-1011, Financial Advisory Services	1/9/2012
Fusionstorm	California Multiple Award Schedule Contract No. 3-10-70-2039d, Cisco Auto Distribution, Internet Encryption and Firewall, LanWan Wireless Network, Network Component	10/12/2010
Fusionstorm	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services.	3/28/2012
Gilbert & Stearns, Inc.	Bid No. 1011-02 Electrical Service	6/29/2010
Gold Star Foods	Bid No. 1011-05 Frozen Food Products	6/15/2010
Gold Star Foods	Bid No. 1011-14 Grocery Products	5/9/2011
Gold Star Foods	Bid No. 1112-03 Bakery Products	6/29/2011
Golden State Technology, Inc dba GST	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Government Financial Services	RFQ No. 8-1011, Financial Advisory Services	1/9/2012
Great Western	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Harbottle Law Group	RFQ No. 10-0809 General Legal Services	12/15/2009
Hertz Furniture	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Hewlett-Packard Company	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Hollandia Dairy	Bid No. 1011-08 Milk and Dairy Products	3/8/2011
Hot Dogger Tours, Inc. dba Gold Coast Tours	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Illuminate Education, Inc.	RFQ No. 7-1011 Student Assessment Data Management System	5/25/2011
Insight Systems Exchange	Bid No. 1112-15 Refurbished Computer Equipment	10/24/2012
IPC (USA), Inc.	Multi-District Cooperative Bid No. 114-10, Fuel (Gasoline and Diesel)	7/13/2010
JFK Transportation, Co., Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Johnstone Supply	County of Orange Contract No. MA-080-1701016 - Air Conditioning, Refrigeration Equipment, Parts & Supplies	8/24/2011
Keenan & Associates	RFQ No. 12-0809 Insurance Broker for Capistrano Unified School District's Excess Worker's Compensation Insurance	5/11/2009
Knowland Construction Services	RFQ No 4-1011, DSA Approved Inspector of Record	1/11/2011
MNJ Technologies Direct, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
MTGL, Inc.	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
Network Hardware Resale, Inc.	U.S. General Services Administration Contract No. GS-35F-0717R, Pre-Owned and Refurbished Cisco Systems Networking Equipment	11/9/2010

**Capistrano Unified School District  
Bids/RFP-Qs/Piggyback Bids**

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
Ninyo & Moore	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
Notification Technologies, Inc.	RFP - Emergency Parent Notification System	9/29/2007
NvLS Professional Services, LLC	RFQ No. 2-1213, E-Rate Consultant	6/27/2012
Office & Ergonomic Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Office Depot	Newport-Mesa Unified School District Bid No. 109-12 Office & School Supplies and Equipment	7/9/12
Office Depot	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
P&R Paper Supply Co.	Bid No. 1213-03 Paper and Plastic Products for Food and Nutrition Services	7/25/2012
Pacific Coast Sightseeing Tours & Charters	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Pacific Plumbing Co. of Santa Ana, Inc.	Bid No. 1213-01 - Plumbing Services	5/23/2012
Pacwest Air Filter	Palo Verde Unified School District Bid No. 111201, HVAC Filters and Installation	6/27/2012
Paradigm Health Care Services	RFP No. 6-0910 Medi-Cal Billing Services	6/15/2010
Piper Jaffrey & Co.	RFQ No. 5-0910 Underwriter Services	12/15/2009
Pritchard Supply, Inc. dba Johnstone Supply	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
Reliance Communications	RFQ 3-1213 Mass Communications System	7/25/2012
Renaissance Learning, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Roadways International, Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Safeco Insurance Co. of America, Liberty Mutual Insurance Company	Bid No. 1011-11, CVHS Theater	10/8/2012
School Space Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
School Specialty	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
School Specialty	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
Schools First Federal Credit Union	RFQ/P No. 1-0809 Third Party Administration Services (TPA) for Capistrano Unified School District's 403(b) Plan	2/9/2009
SectorPoint, Inc.	CMAS Contract No. 4-11-03-0492A GSA Schedule No. GS-07F-0509W Non Information Technology Goods, Civic Permits Software	8.20.12
SHI International Corp.	Wasco Union Elementary School District RFP Project No. 059-12M.1 Microsoft Products	11/14/2012
Southwest School and Office Supply	Placentia Yorba Linda, Bid No. 211-12, Supplies	1/25/2012
Staples Advantage	County of Orange Master Agreement No. MA-017-10011795 - Office Supplies	9/14/2010
Staples Advantage	County of Orange Master Agreement No. MA-017-10011795 - Office Supplies	5/23/2012
Stradling Yocca Carlson & Rauth	RFQ No. 10-0809 General Legal Services	12/15/2009
Stutz, Artiano, Shinoff and Holtz	RFQ No. 10-0809 General Legal Services	12/15/2009
Sysco Food Services of L.A.	Bid No. 1011-14 Grocery Products	5/9/2011

**Capistrano Unified School District  
Bids/RFP-Qs/Piggyback Bids**

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
Tel-Tec Security System	CMAS 4-11-84-0037A - Security Systems	9/12/2011
Transportation Charter Services, Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Troxell Communications, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Twining, Inc.	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
United Refrigeration Inc.	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
Valiant IMC	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Vavrinek, Trine, Day & Co., LLP	RFP No. 2-0708 Audit Services	4/21/2008
Vending +Plus	RFP No. 4-1213, Snack & Beverage Vending Services	8/20/2012
Virco	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Ward's Media Tech	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Waterline Technologies, Inc.	LAUSD Bid No. IFB C-1030, Swimming Pool Chemicals	3/28/2012
Waxie's Enterprises, Inc. dba Waxie Sanitary Supply	San Diego Unified School District Bid No. GD-13-0006-64, Custodial and Janitorial Products	1/23/2013
WB Hunt Co, Inc.	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
West Coast Arborists, Inc.	Bid No. 1112-10 Tree Trimming Maintenance Service	9/26/2011
Williams Scotsman	Los Alamitos Unified School District Bid No. 2010-0002, Relocation, Dismantle and Removal of DSA Portable Classroom	7/11/2011
WLC Architects, Inc.	RFQ No. 3-0708 Architectural Services for District wide Facilities Master Plan	2/25/2008
WW Grainger, Incorporated	State of Nevada, Division of Purchasing, and Western States Contracting, Alliance Contract NO. 1862, Awarded to WW Grainger, California Participating Addendum No. 7-11-51-02	10/26/2011
Xerox Corporation	California Multiple Award Schedule Contract No. 3-01-36-0030A, Purchase and Warranty of Hardware and Software, Installation, Maintenance, Software Maintenance, License and Training on Xerox Products	6/15/2010





# VENDOR PAYMENTS OVER 250K AS OF 4/18/13

2012-13

112650 A & R WHOLESALE DISTRIBUTORS	471,577.23
145322 AMS.NET INC	362,325.34
004090 APPLE COMPUTER INC	432,237.83
112173 ASCIP	1,911,021.30
118161 CAPISTRANO CONNECTIONS ACADEMY	7,098,046.05
130027 CAPISTRANO UNIFIED	3,292,052.14
120141 CAPISTRANO UNIFIED SCHOOL DIST	2,641,321.12
043026 CIGNA	332,974.58
018870 CITY OF SAN CLEMENTE	250,543.08
146265 COMMUNITY ROOTS	773,780.00
142967 CORVEL CORPORATION	1,001,735.46
122828 CORVEL ENTERPRISE COMP INC	1,688,616.79
146266 COUNTY OF ORANGE	444,934.32
112600 COX COMMUNICATIONS	404,767.47
100058 CUSD	3,000,000.00
064188 DELL COMPUTER	359,614.29
114146 GOLD STAR FOODS INC	1,469,159.20
130047 HOLLANDIA DAIRY INC.	447,503.40
144310 INSIGHT SYSTEMS EXCHANGE	338,920.14
144880 IPC USA	786,803.97
105873 JOURNEY CHARTER SCHOOL	1,202,057.00
145542 KEY GOVERNMENT FINANCE INC	304,142.95
120832 METROPOLITAN EMPLOYEES	40,343,526.32
061270 MOULTON NIGUEL WATER	257,176.89
100369 OCEANVIEW SCHOOL	404,832.00
113144 OPPORTUNITY FOR LEARNING	898,740.83
066570 ORANGE COUNTY DEPT OF EDUC	4,680,071.08
146264 OXFORD ACADEMY	2,867,081.00
078255 SAN DIEGO GAS & ELECTRIC	4,375,960.88
081031 SCOTT FORESMAN	499,734.30
084100 SO CA GAS CO	321,980.50
122718 SOUTHERN CALIFORNIA EDISON	1,244,443.65
084770 SOUTHWEST SCHOOL SUPPLY	307,805.13
147457 UNION BANK- ACCT# 6745034800	2,433,427.94
102879 US BANK	1,567,864.09
036075 W W GRAINGER INC	308,970.46
099210 XEROX CORPORATION	1,960,551.29



<b>DONATED BY</b>	<b>AMOUNT</b>	<b>PURPOSE</b>	<b>SCHOOL</b>
Aliso Niguel High School	\$328.76	AP US History Books	Aliso Niguel High School
Aliso Viejo Middle School	\$750.00	School Support Classes	Aliso Viejo Middle School
Arroyo Vista PTA	\$1,957.13	Middle School Instructional Grant	Arroyo Vista Middle School
MIP-Mandarin Immersion Program	\$2,452.68	Instructional Materials	Bergeson Elementary School
Bergeson Elementary School PTA	\$1,944.00	Meet the Masters Art Program	Bergeson Elementary School
Capistrano Valley High School PTA	\$1,624.23	Instructional Supplies	Capistrano Valley High School
Capistrano Valley High School PTA	\$5,100.54	Instructional Supplies	Capistrano Valley High School
Edison International Gifts	\$143.75	Instructional Supplies	Castille Elementary School
Turning Page Productions, LLC	\$124.00	Instructional Supplies	Chaparral Elementary School
Clarence Lobo Elementary School PTA	\$616.00	4th Grade Field Trip	Clarence Lobo Elementary School
Clarence Lobo Elementary School PTA	\$165.00	Field Trip Transportation	Clarence Lobo Elementary School
Clarence Lobo Elementary School PTA	\$794.00	2nd Grade Field Trip	Clarence Lobo Elementary School
Clarence Lobo Elementary School PTA	\$165.00	Field Trip Transportation	Clarence Lobo Elementary School
Clarence Lobo Elementary School PTA	\$422.25	1st Grade Assembly	Clarence Lobo Elementary School
Teamsters Local Union No. 952	\$500.00	2013 Classified Employee of the Year Event	CUSD Communications Department
Ms. Misty Walker	\$50.00	Instructional Supplies	CUSD Music Department
Ralph's Grocery Company	\$404.37	Instructional Supplies	Del Obispo Elementary School
City of Aliso Viejo	\$2,500.00	Homework Club Teacher	Don Juan Avila Middle School
George White Elementary School PTA	\$675.00	Assembly	George White Elementary School
George White Elementary School PTA	\$6,545.00	Discovering Science	George White Elementary School
John S. Malcolm Elementary School	\$1,909.33	Instructional Supplies	John S. Malcolm Elementary School
CR&R, Incorporated	\$1,139.80	Instructional Materials	Ladera Ranch Middle School
CR&R, Incorporated	\$1,239.40	Instructional Materials	Ladera Ranch Middle School
Santa Margarita-Trabuco Canyon Pop Warner	\$2,000.00	Instructional Supplies	Las Flores Middle School
Mission Hospital	\$4,300.00	Instructional Supplies	Las Palmas Elementary School
Marblehead Elementary School PTA	\$430.00	3rd Grade Field Trip	Marblehead Elementary School
Marblehead Elementary School PTA	\$906.00	Kindergarten Field Trip	Marblehead Elementary School
Marblehead Elementary School PTA	\$2,165.00	Art Masters Program	Marblehead Elementary School
Marblehead Elementary School PTA	\$1,410.00	1st Grade Field Trip	Marblehead Elementary School
Marblehead Aloha Foundation	\$11,184.00	Field Trip	Marblehead Elementary School
Moulton Elementary School PTA	\$1,935.00	Field Trip	Moulton Elementary School
Moulton Elementary School PTA	\$1,556.00	3rd Grade Field Trip	Moulton Elementary School
Moulton Elementary School PTA	\$1,884.00	4th Grade Field Trip	Moulton Elementary School
Moulton Elementary School PTA	\$2,355.00	2nd Grade Field Trip	Moulton Elementary School
Oso Grande Elementary School PTA	\$5,840.69	Meet the Masters Art Program	Oso Grande Elementary School
Oso Grande Elementary School PTA	\$982.50	Kindergarten Assembly	Oso Grande Elementary School
Oso Grande Elementary School PTA	\$231.53	Kindergarten PE Grant	Oso Grande Elementary School
Oso Grande Elementary School PTA	\$300.00	Scholastic Books	Oso Grande Elementary School
Oso Grande Elementary School PTA	\$3,500.00	Instructional Supplies	Oso Grande Elementary School
Microsoft Matching Gifts Program	\$594.00	Instructional Supplies	Oso Grande Elementary School
Ladera Ranch Education Foundation	\$25,875.00	Science Camp	Oso Grande Elementary School
Oso Grande Elementary School PTA	\$300.00	1st Grade Art Grant	Oso Grande Elementary School
Oso Grande Elementary School PTA	\$1,190.00	Library Book Cases	Oso Grande Elementary School
Reilly School Foundation	\$2,445.00	Field Trip	Philip J. Reilly Elementary School

<b>DONATED BY</b>	<b>AMOUNT</b>	<b>PURPOSE</b>	<b>SCHOOL</b>
Ralph's Grocery Company	\$100.57	Instructional Supplies	Philip J. Reilly Elementary School
Philip J. Reilly School PTA	\$1,015.00	Instructional Supplies	Philip J. Reilly Elementary School
Ms. Elizabeth Hayden	\$57.70	Early Childhood Education	Philip J. Reilly Elementary School
Mr. and Mrs. Larry French		Couch	San Clemente High School
San Juan Elementary School PTA	\$913.89	Megaphones and Radios for Student Supervisors	San Juan Elementary School
San Juan Elementary School PTA	\$3,600.00	Science Instructional Assistant	San Juan Elementary School
San Juan Elementary School PTA	\$173.27	Staff Academic Calendars	San Juan Elementary School
Shorecliffs Middle School PTA	\$2,560.46	Circulation Desk for Library	Shorecliffs Middle School
Tesoro Titan Foundation	\$24,380.00	Computer Lab Equipment	Tesoro High School
Tesoro High School PTSA	\$303.78	Teacher Grant	Tesoro High School
The Casanova Family	\$120.00	Intervention	Tijeras Creek Elementary School
Tijeras Creek Booster Club	\$13,562.50	5th Grade Outdoor Science School	Tijeras Creek Elementary School
Ralph's Grocery Company	\$61.01	Intervention	Tijeras Creek Elementary School
Vista del Mar Elementary School PTA	\$1,140.00	Transportation to Outdoor Science School	Vista del Mar Elementary School
Vista del Mar Elementary School PTA	\$1,353.00	Outdoor Science School Teacher Stipends	Vista del Mar Elementary School
Vista del Mar Elementary School PTA	\$41,095.00	Ocean Institute for Outdoor Science School	Vista del Mar Elementary School
United Way Silicon Valley	\$25,000.00	Instructional Supplies	Vista del Mar Elementary School
	\$218,370.14		

**2012-2013 DISTRICT STANDARDIZED  
INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, AND MASTER CONTRACT AGREEMENTS**

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	INITIAL CONTRACT TERM	NOT TO EXCEED	CONTRACT INCREASED AMOUNT
MCA *	1314001	2	Special Ed	Dependable Nursing	Nursing Services	7/1/2013-6/30/14	\$ 10,000.00	
MCA *	1314002	3	Special Ed	Pyramid Autism Center	Basic Education Program/Special Education Instruction	7/1/2013-6/30/14	\$ 50,000.00	
MCA *	1314003	3	Special Ed	Blind Children's Learning Center	Basic Education Program/Special Education Instruction	7/1/2013-6/30/14	\$ 45,000.00	
MCA *	1314004	3	Special Ed	Devereux Georgia-Ackerman Academy	Basic Education Program/Special Education Instruction, Residential Mental Health Services	7/1/2013-6/30/14	\$ 85,000.00	
MCA *	1314005	3	Special Ed	Island View Academy, Inc.	Basic Education Program/Special Education Instruction, Residential Mental Health Services	7/1/2013-6/30/14	\$ 70,000.00	
MCA *	1314006	3	Special Ed	Red Rock Canyon	Basic Education Program/Special Education Instruction, Residential Mental Health Services	7/1/2013-6/30/14	\$ 135,000.00	
MCA *	1314007	3	Special Ed	Yellowstone Boys and Girls Ranch	Basic Education Program/Special Education Instruction, Residential Mental Health Services	7/1/2013-6/30/14	\$ 190,000.00	
MCA *	1314008	3	Special Ed	Clanndia Academy	Basic Education Program/Special Education Instruction, Residential Mental Health Services	7/1/2013-6/30/14	\$ 250,000.00	
MCA *	1314009	3	Special Ed	Youth Care of Utah, Inc.	Basic Education Program/Special Education Instruction, Residential Mental Health Services	7/1/2013-6/30/14	\$ 160,000.00	
MCA *	1314010	3	Special Ed	Alpine Academy	Basic Education Program/Special Education Instruction, Residential Mental Health Services	7/1/2013-6/30/14	\$ 290,000.00	
MCA *	1314011	3	Special Ed	Mingus Mountain Academy	Basic Education Program/Special Education Instruction, Residential Mental Health Services	7/1/2013-6/30/14	\$ 240,000.00	
MCA *	1314012	3	Special Ed	Woodward Academy	Basic Education Program/Special Education Instruction, Residential Mental Health Services	7/1/2013-6/30/14	\$ 120,000.00	
ICA	1213196	5	General	TargetSuccess, Inc.	Train and Re-Certify Administrators and District Personnel in TargetSuccess Teacher Interview Certification	5/9/2013-5/08/14	\$ 18,810.00	
Total							\$ 1,653,810.00	

**RATIFY**

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	INITIAL CONTRACT TERM	NOT TO EXCEED	CONTRACT INCREASED AMOUNT
PSA	1213197	3	Special Ed	Careerstaff Unlimited, Inc.	Provide Physical Therapy Services to CUSD Students as Designated by the District	5/1/2013-4/30/14	\$ 20,000.00	
Total							\$ 20,000.00	

**AMENDMENT**

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	INITIAL CONTRACT TERM	NOT TO EXCEED	CONTRACT INCREASED AMOUNT
	C1112116	5	Special Reserve Fund for Capital Outlay	Public Economics, Inc.	Consulting Services, Financial, Economic, Facilities, or Administrative	5/15/13-5/14/14	\$ 30,000.00	\$ 15,000.00
Total							\$	\$ 15,000.00

# 2012-2013 DISTRICT STANDARDIZED INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, AND MASTER CONTRACT AGREEMENTS

EXTENSION TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	INITIAL CONTRACT TERM	NOT TO EXCEED	CONTRACT INCREASED AMOUNT
	C1112116	5	Special Reserve Fund for Capital Outlay	Public Economics, Inc.	Consulting Services, Financial, Economic, Facilities, or Administrative	5/15/13-5/14/14	\$ 30,000.00	

Total \$ 30,000.00

ICA - Independent Contractors Agreement

PSA - Professional Services Agreement

MC- Master Contract

Pillar 1 Community Relations

Pillar 2 Safe & Healthy Schools

Pillar 3 Academic Achievement & Enrichment

Pillar 4 Character Development

Pillar 5 Effective Operations

\* No "not to exceed" amount included in the master contract. The master contract agreements do not include a not to exceed dollars amount as it may limit the flexibility to place special education students in a timely manner.



## MASTER CONTRACT AGREEMENT \*

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of 5/09/13, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

### DEPENDABLE NURSING, LLC

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2013 through June 30, 2014.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

☒ Master Contract    ☐ Special Conditions    ☒ Required Documents and Certifications    ☒ Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

**"DISTRICT"**

By: \_\_\_\_\_

Name: Clark D. Hampton

Title: Deputy Superintendent

Board Approval Date:

**"CONTRACTOR"**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email address \_\_\_\_\_

FEIN/SSN \_\_\_\_\_

# EXHIBIT A: RATES

CONTRACTOR Dependable Nursing, LLC CONTRACTOR NUMBER 1A-37-093 2013-2014  
(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 75+ If blank, the number shall be as determine by CDE Certification.

**Rate Schedule.** This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_  
Total LEA enrollment may not exceed \_\_\_\_\_

Rate	Period
_____	_____
_____	_____
_____	_____

## A. Basic Education Program/Special Education Instruction Basic Education Program/Dual Enrollment

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

## B. Related Services

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Transportation – Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling -- Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	_____	_____
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech – Consultation Rate	_____	_____
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	_____	_____
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy – Consultation Rate	_____	_____
(8)	Physical Therapy	_____	_____
(9)	a. Behavior Intervention	_____	_____
	b. Behavior Intervention – Supervision	_____	_____
(10)	Nursing Services	_____	_____
	a. Registered Nurse (RN)	\$38.57	Per hour
	b. Licensed Vocational Nurse (LVN)	\$35.50	Per hour
	c. Certified Home Health Aide Nursing Assistant	\$26.06	Per hour

\*Parent transportation reimbursement rates are to be determined by the LEA.

\*\*By credentialed Special Education Teacher.





## MASTER CONTRACT AGREEMENT \*

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of 5/09/13, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor").

### PYRAMID AUTISM CENTER

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2013 through June 30, 2014.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

☒ Master Contract    ☐ Special Conditions    ☒ Required Documents and Certifications    ☒ Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

**"DISTRICT"**

By: \_\_\_\_\_

Name: Clark D. Hampton

Title: Deputy Superintendent

Board Approval Date:

**"CONTRACTOR"**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email address \_\_\_\_\_

FEIN/SSN \_\_\_\_\_

# EXHIBIT A: RATES

<b>CONTRACTOR</b>	<b>Pyramid Autism Center</b>	<b>CONTRACTOR NUMBER</b>	<b>2013-2014</b>
		30-66613-7102387	
<b>(NONPUBLIC SCHOOL OR AGENCY)</b>			<b>(CONTRACT YEAR)</b>
<b>Per CDE Certification, total enrollment may not exceed</b>	<b>4 Classrooms</b>	<b>If blank, the number shall be as determine CDE Certification.</b>	

**Rate Schedule.** This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_  
Total LEA enrollment may not exceed \_\_\_\_\_

Rate	Period
\$225.00	Daily
_____	_____

- A. Basic Education Program/Special Education Instruction  
Basic Education Program/Dual Enrollment

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

## B. Related Services

- |      |   |       |       |
|------|---|-------|-------|
| (1)  | a. Transportation – Round Trip  | _____ | _____ |
|      | b. Transportation – One Way   | _____ | _____ |
|      | c. Transportation – Dual Enrollment                                   | _____ | _____ |
|      | d. Public Transportation  | _____ | _____ |
|      | e. Parent*  | _____ | _____ |
| (2)  | a. Educational Counseling – Individual                                | _____ | _____ |
|      | b. Educational Counseling – Group of _____                            | _____ | _____ |
|      | c. Counseling – Parent  | _____ | _____ |
| (3)  | a. Adapted Physical Education – Individual                            | _____ | _____ |
|      | b. Adapted Physical Education – Group of _____                        | _____ | _____ |
|      | c. Adapted Physical Education – Group of _____                        | _____ | _____ |
| (4)  | a. Language and Speech Therapy – Individual                           | _____ | _____ |
|      | b. Language and Speech Therapy – Group of 2                           | _____ | _____ |
|      | c. Language and Speech Therapy – Group of 3                           | _____ | _____ |
|      | d. Language and Speech Therapy – Per diem                             | _____ | _____ |
|      | e. Language and Speech – Consultation Rate                            | _____ | _____ |
| (5)  | a. Additional Classroom Aide – Individual (must be authorized on IEP) | _____ | _____ |
|      | b. Additional Instructional Assistant – Group of 2                    | _____ | _____ |
|      | c. Additional Instructional Assistant – Group of 3                    | _____ | _____ |
| (6)  | Intensive Special Education Instruction**                             | _____ | _____ |
| (7)  | a. Occupational Therapy – Individual                                  | _____ | _____ |
|      | b. Occupational Therapy – Group of 2                                  | _____ | _____ |
|      | c. Occupational Therapy – Group of 3                                  | _____ | _____ |
|      | d. Occupational Therapy – Group of 4 - 7                              | _____ | _____ |
|      | e. Occupational Therapy – Consultation Rate                           | _____ | _____ |
| (8)  | Physical Therapy  | _____ | _____ |
| (9)  | a. Behavior Intervention  | _____ | _____ |
|      | b. Behavior Intervention – Supervision                                | _____ | _____ |
|      | Provided by: _____  | _____ | _____ |
| (10) | Nursing Services  | _____ | _____ |
| (12) | Residential Board and Care  | _____ | _____ |
| (13) | Residential Mental Health Services                                    | _____ | _____ |

\*Parent transportation reimbursement rates are to be determined by the LEA.

\*\*By credentialed Special Education Teacher.



## MASTER CONTRACT AGREEMENT \*

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of 5/09/13, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor").

### BLIND CHILDREN'S LEARNING CENTER

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2013 through June 30, 2014.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

☒ Master Contract    ☐ Special Conditions    ☒ Required Documents and Certifications    ☒ Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

**"DISTRICT"**

**"CONTRACTOR"**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Clark D. Hampton

Name: \_\_\_\_\_

Title: Deputy Superintendent

Title: \_\_\_\_\_

Board Approval Date:

Email address \_\_\_\_\_

FEIN/SSN \_\_\_\_\_

# EXHIBIT A: RATES

<b>CONTRACTOR</b>	<b>Blind Children's Learning Center</b>	<b>CONTRACTOR NUMBER</b> 30-66670-6130561	<b>2013-2014</b>
<b>(NONPUBLIC SCHOOL OR AGENCY)</b>			<b>(CONTRACT YEAR)</b>

Per CDE Certification, total enrollment may not exceed 3 classrooms If blank, the number shall be as determine by CDE Certification.

**Rate Schedule.** This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed  
Total LEA enrollment may not exceed

Rate	Period
\$139.00	Daily

A. Basic Education Program/Special Education Instruction  
Basic Education Program/Dual Enrollment

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

## B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Transportation – Dual Enrollment		
	d. Public Transportation		
	e. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of ____		
	c. Adapted Physical Education – Group of ____		
(4)	a. Language and Speech Therapy – Individual	\$90.00	Per hour
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	\$15.00	Per hour
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual	\$90.00	Per hour
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy	\$90.00	Per hour
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
(10)	Orientation & Mobility Services	\$90.00	Per hour
(12)	Residential Board and Care		
(13)	Residential Mental Health Services		

\*Parent transportation reimbursement rates are to be determined by the LEA.

\*\*By credentialed Special Education Teacher.



## MASTER CONTRACT AGREEMENT \*

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of 5/09/13, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

### DEVEREUX GEORGIA-ACKERMAN ACADEMY

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2013 through June 30, 2014.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

☒ Master Contract    ☐ Special Conditions    ☒ Required Documents and Certifications    ☒ Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

**"DISTRICT"**

By: \_\_\_\_\_

Name: Clark D. Hampton

Title: Deputy Superintendent

Board Approval Date:

**"CONTRACTOR"**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email address \_\_\_\_\_

FEIN/SSN \_\_\_\_\_

# EXHIBIT A: RATES

<b>CONTRACTOR</b>	<b>Devereux Georgia- Ackerman Academy</b>	<b>CONTRACTOR NUMBER</b>	<b>77-76422-0121350</b>	<b>2013-2014</b>
<b>(NONPUBLIC SCHOOL OR AGENCY)</b>		<b>(CONTRACT YEAR)</b>		
<b>Per CDE Certification, total enrollment may not exceed</b>		<b>14 classrooms</b>	<b>If blank, the number shall be as determine by CDE Certification.</b>	

**Rate Schedule.** This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_  
 Total LEA enrollment may not exceed \_\_\_\_\_

A. Basic Education Program/Special Education Instruction  
Basic Education Program/Dual Enrollment

Rate	Period
\$155.00	Daily

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

## B. Related Services

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Transportation – Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	_____	_____
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech – Consultation Rate	_____	_____
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	_____	_____
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy – Consultation Rate	_____	_____
(8)	Physical Therapy	_____	_____
(9)	a. Behavior Intervention	_____	_____
	b. Behavior Intervention – Supervision	_____	_____
(10)	Nursing Services	_____	_____
(12)	Residential Board and Care	\$197.00	Daily
(13)	Residential Mental Health Services	\$149.00	Daily

\*Parent transportation reimbursement rates are to be determined by the LEA.

\*\*By credentialed Special Education Teacher.



## MASTER CONTRACT AGREEMENT \*

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of 5/09/13, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor").

### ISLAND VIEW ACADEMY, INC.

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2013 through June 30, 2014.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

☒ Master Contract    ☐ Special Conditions    ☒ Required Documents and Certifications    ☒ Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

**"DISTRICT"**

By: \_\_\_\_\_

Name: Clark D. Hampton

Title: Deputy Superintendent

Board Approval Date:

**"CONTRACTOR"**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email address: \_\_\_\_\_

FEIN/SSN: \_\_\_\_\_

# EXHIBIT A: RATES

CONTRACTOR Island View Academy, Inc. CONTRACTOR NUMBER 77-76422-6131130 2013-2014  
 (NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)  
 Per CDE Certification, total enrollment may not exceed \_\_\_\_\_ If blank, the number shall be as determined by CDE Certification.

**Rate Schedule.** This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_  
 Total LEA enrollment may not exceed \_\_\_\_\_

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	<u>\$140.00</u>	<u>Daily</u>
Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

## B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Transportation – Dual Enrollment		
	d. Public Transportation		
	e. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of _____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of _____		
	c. Adapted Physical Education – Group of _____		
(4)	a. Language and Speech Therapy – Individual		
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
(10)	Nursing Services		
(12)	Residential Board and Care	\$202	Daily
(13)	Residential Mental Health Services	\$85	Daily

\*Parent transportation reimbursement rates are to be determined by the LEA.

\*\*By credentialed Special Education Teacher.





## MASTER CONTRACT AGREEMENT \*

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of 5/09/13, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor").

### RED ROCK CANYON

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2013 through June 30, 2014.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

☒ Master Contract    ☐ Special Conditions    ☒ Required Documents and Certifications    ☒ Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

**"DISTRICT"**

By: \_\_\_\_\_

Name: Clark D. Hampton

Title: Deputy Superintendent

Board Approval Date:

**"CONTRACTOR"**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email address \_\_\_\_\_

FEIN/SSN \_\_\_\_\_

# EXHIBIT A: RATES

**CONTRACTOR** Red Rock Canyon **CONTRACTOR NUMBER** 77-76422-0111260 **2013-2014**  
**(NONPUBLIC SCHOOL OR AGENCY)** (CONTRACT YEAR)  
**Per CDE Certification, total enrollment may not exceed** 2 classrooms **If blank, the number shall be as determined by CDE Certification.**

**Rate Schedule.** This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_  
 Total LEA enrollment may not exceed \_\_\_\_\_

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	<u>\$125.00</u>	<u>Daily</u>
Basic Education Program/Dual Enrollment	_____	_____

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

## B. Related Services

(1) a. Transportation – Round Trip	_____	_____
b. Transportation – One Way	_____	_____
c. Transportation – Dual Enrollment	_____	_____
d. Public Transportation	_____	_____
e. Parent*	_____	_____
(2) a. Educational Counseling – Individual	_____	_____
b. Educational Counseling – Group of _____	_____	_____
c. Counseling – Parent	_____	_____
(3) a. Adapted Physical Education – Individual	_____	_____
b. Adapted Physical Education – Group of _____	_____	_____
c. Adapted Physical Education – Group of _____	_____	_____
(4) a. Language and Speech Therapy – Individual	_____	_____
b. Language and Speech Therapy – Group of 2	_____	_____
c. Language and Speech Therapy – Group of 3	_____	_____
d. Language and Speech Therapy – Per diem	_____	_____
e. Language and Speech – Consultation Rate	_____	_____
(5) a. Additional Classroom Aide – Individual (must be authorized on IEP)	_____	_____
b. Additional Instructional Assistant – Group of 2	_____	_____
c. Additional Instructional Assistant – Group of 3	_____	_____
(6) Intensive Special Education Instruction**	_____	_____
(7) a. Occupational Therapy – Individual	_____	_____
b. Occupational Therapy – Group of 2	_____	_____
c. Occupational Therapy – Group of 3	_____	_____
d. Occupational Therapy – Group of 4 - 7	_____	_____
e. Occupational Therapy – Consultation Rate	_____	_____
(8) Physical Therapy	_____	_____
(9) a. Behavior Intervention	_____	_____
b. Behavior Intervention – Supervision	_____	_____
(10) Nursing Services	_____	_____
(12) Residential Board and Care	<u>\$220.00</u>	<u>Daily</u>
(13) Residential Mental Health Services	<u>\$112.00</u>	<u>Daily</u>

\*Parent transportation reimbursement rates are to be determined by the LEA.

\*\*By credentialed Special Education Teacher.



## MASTER CONTRACT AGREEMENT \*

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of 5/09/13, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor").

### YELLOWSTONE BOYS AND GIRLS RANCH

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2013 through June 30, 2014.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

☒ Master Contract    ☐ Special Conditions    ☒ Required Documents and Certifications    ☒ Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

**"DISTRICT"**

By: \_\_\_\_\_

Name: Clark D. Hampton

Title: Deputy Superintendent

Board Approval Date:

**"CONTRACTOR"**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email address \_\_\_\_\_

FEIN/SSN \_\_\_\_\_

# EXHIBIT A: RATES

<b>CONTRACTOR</b>	<b>Yellowstone Boys and Girls Ranch</b>	<b>CONTRACTOR NUMBER</b>	<b>77-76422-6131254</b>	<b>2013-2014</b>
<b>(NONPUBLIC SCHOOL OR AGENCY)</b>		<b>(CONTRACT YEAR)</b>		
<b>Per CDE Certification, total enrollment may not exceed</b>		<b>22 classrooms</b>	<b>If blank, the number shall be as determine by CDE Certification.</b>	

**Rate Schedule.** This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_  
 Total LEA enrollment may not exceed \_\_\_\_\_

A. Basic Education Program/Special Education Instruction  
Basic Education Program/Dual Enrollment

Rate	Period
\$99.50	Daily

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

## B. Related Services

(1) a. Transportation – Round Trip	_____	_____
b. Transportation – One Way	_____	_____
c. Transportation – Dual Enrollment	_____	_____
d. Public Transportation	_____	_____
e. Parent*	_____	_____
(2) a. Educational Counseling – Individual	_____	_____
b. Educational Counseling – Group of _____	_____	_____
c. Counseling – Parent	_____	_____
(3) a. Adapted Physical Education – Individual	_____	_____
b. Adapted Physical Education – Group of _____	_____	_____
c. Adapted Physical Education – Group of _____	_____	_____
(4) a. Language and Speech Therapy – Individual	_____	_____
b. Language and Speech Therapy – Group of 2	_____	_____
c. Language and Speech Therapy – Group of 3	_____	_____
d. Language and Speech Therapy – Per diem	_____	_____
e. Language and Speech – Consultation Rate	_____	_____
(5) a. Additional Classroom Aide – Individual (must be authorized on IEP)	_____	_____
b. Additional Instructional Assistant – Group of 2	_____	_____
c. Additional Instructional Assistant – Group of 3	_____	_____
(6) Intensive Special Education Instruction**	_____	_____
(7) a. Occupational Therapy – Individual	_____	_____
b. Occupational Therapy – Group of 2	_____	_____
c. Occupational Therapy – Group of 3	_____	_____
d. Occupational Therapy – Group of 4 - 7	_____	_____
e. Occupational Therapy – Consultation Rate	_____	_____
(8) Physical Therapy	_____	_____
(9) a. Behavior Intervention	_____	_____
b. Behavior Intervention – Supervision	_____	_____
(10) Nursing Services	_____	_____
(12) Residential Board and Care	\$210.00	Daily
(13) Residential Mental Health Services	\$86.00	Daily

\*Parent transportation reimbursement rates are to be determined by the LEA.

\*\*By credentialed Special Education Teacher.



## MASTER CONTRACT AGREEMENT \*

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of 5/09/13, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

### CLARINDA ACADEMY

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2013 through June 30, 2014.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

☒ Master Contract    ☐ Special Conditions    ☒ Required Documents and Certifications    ☒ Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

**"DISTRICT"**

By: \_\_\_\_\_

Name: Clark D. Hampton

Title: Deputy Superintendent

Board Approval Date:

**"CONTRACTOR"**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email address \_\_\_\_\_

FEIN/SSN \_\_\_\_\_

# EXHIBIT A: RATES

CONTRACTOR Clarinda Academy CONTRACTOR NUMBER 77-76422-0117135 2013-2014  
 (NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)  
 Per CDE Certification, total enrollment may not exceed 32 Students If blank, the number shall be as determine by CDE Certification.

**Rate Schedule.** This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_  
 Total LEA enrollment may not exceed \_\_\_\_\_

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	<u>\$125.00</u>	<u>Daily</u>
Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

## B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Transportation – Dual Enrollment		
	d. Public Transportation		
	e. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of _____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of _____		
	c. Adapted Physical Education – Group of _____		
(4)	a. Language and Speech Therapy – Individual		
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
(10)	Nursing Services		
(12)	Residential Board and Care	<u>\$6694.00</u>	<u>Monthly</u>
(13)	Residential Mental Health Services	<u>\$41.72</u>	<u>Daily</u>

\*Parent transportation reimbursement rates are to be determined by the LEA.

\*\*By credentialed Special Education Teacher.



## MASTER CONTRACT AGREEMENT \*

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of 5/08/13, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor").

### YOUTH CARE OF UTAH, INC.

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2013 through June 30, 2014.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

☒ Master Contract    ☐ Special Conditions    ☒ Required Documents and Certifications    ☒ Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

**"DISTRICT"**

By: \_\_\_\_\_

Name: Clark D. Hampton

Title: Deputy Superintendent

Board Approval Date:

**"CONTRACTOR"**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email address \_\_\_\_\_

FEIN/SSN \_\_\_\_\_

# EXHIBIT A: RATES

<b>CONTRACTOR</b>	<b>Youth Care of Utah, <u>CONTRACTOR NUMBER</u></b>	<b>2013-2014</b>
	<b>Inc.</b>	
<b><u>(NONPUBLIC SCHOOL OR AGENCY)</u></b>		<b><u>(CONTRACT YEAR)</u></b>
<b>Per CDE Certification, total enrollment may not exceed _____</b>		<b>If blank, the number shall be as determine by CDE Certification.</b>

**Rate Schedule.** This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_  
 Total LEA enrollment may not exceed \_\_\_\_\_

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	<u>\$158.00</u>	<u>Daily</u>
Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

## B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Transportation – Dual Enrollment		
	d. Public Transportation		
	e. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of _____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of _____		
	c. Adapted Physical Education – Group of _____		
(4)	a. Language and Speech Therapy – Individual		
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
(10)	Nursing Services		
(12)	Residential Board and Care	\$212.00	Daily
(13)	Residential Mental Health Services	\$98.00	Daily

\*Parent transportation reimbursement rates are to be determined by the LEA.

\*\*By credentialed Special Education Teacher.





## MASTER CONTRACT AGREEMENT \*

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of 5/09/13, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

### ALPINE ACADEMY

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2013 through June 30, 2014.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

☒ Master Contract    ☐ Special Conditions    ☒ Required Documents and Certifications    ☒ Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

**"DISTRICT"**

By: \_\_\_\_\_

Name: Clark D. Hampton

Title: Deputy Superintendent

Board Approval Date:

**"CONTRACTOR"**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email address \_\_\_\_\_

FEIN/SSN \_\_\_\_\_

# EXHIBIT A: RATES

<b>CONTRACTOR</b>	<b>Alpine Academy</b>	<b>CONTRACTOR NUMBER</b>	<b>2013-2014</b>
		77-76422-6130900	
<b>(NONPUBLIC SCHOOL OR AGENCY)</b>			<b>(CONTRACT YEAR)</b>
<b>Per CDE Certification, total enrollment may not exceed</b>		<b>If blank, the number shall be as determined by CDE Certification.</b>	

**Rate Schedule.** This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_  
Total LEA enrollment may not exceed \_\_\_\_\_

Rate	Period
\$160.00	Daily

- A. Basic Education Program/Special Education Instruction  
Basic Education Program/Dual Enrollment

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

## B. Related Services

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Transportation – Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	_____	_____
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech – Consultation Rate	_____	_____
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	_____	_____
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy – Consultation Rate	_____	_____
(8)	Physical Therapy	_____	_____
(9)	a. Behavior Intervention	_____	_____
	b. Behavior Intervention – Supervision	_____	_____
(10)	Nursing Services	_____	_____
(12)	Residential Board and Care	\$164.70	Daily
(13)	Residential Mental Health Services	\$130.00	Daily

\*Parent transportation reimbursement rates are to be determined by the LEA.

\*\*By credentialed Special Education Teacher.



## MASTER CONTRACT AGREEMENT \*

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of 5/09/13, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

### MINGUS MOUTAIN ACADEMY

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2013 through June 30, 2014.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

☒ Master Contract    ☐ Special Conditions    ☒ Required Documents and Certifications    ☒ Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

**"DISTRICT"**

By: \_\_\_\_\_

Name: Clark D. Hampton

Title: Deputy Superintendent

Board Approval Date:

**"CONTRACTOR"**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email address \_\_\_\_\_

FEIN/SSN \_\_\_\_\_

# EXHIBIT A: RATES

<b>CONTRACTOR</b>	<b>Mingus Mountain Academy</b>	<b>CONTRACTOR NUMBER</b>	<b>2013-2014</b>
		77-76422-0119776	
<b>(NONPUBLIC SCHOOL OR AGENCY)</b>		<b>(CONTRACT YEAR)</b>	
<b>Per CDE Certification, total enrollment may not exceed</b>		<b>If blank, the number shall be as determine by CDE Certification.</b>	

**Rate Schedule.** This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_  
 Total LEA enrollment may not exceed \_\_\_\_\_

**A. Basic Education Program/Special Education Instruction**  
Basic Education Program/Dual Enrollment

Rate	Period
\$125.00	Daily
_____	_____

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

**B. Related Services**

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Transportation – Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	_____	_____
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech – Consultation Rate	_____	_____
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	_____	_____
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy – Consultation Rate	_____	_____
(8)	Physical Therapy	_____	_____
(9)	a. Behavior Intervention	_____	_____
	b. Behavior Intervention – Supervision	_____	_____
(10)	Nursing Services	_____	_____
(12)	Residential Board and Care	\$6694.00	Monthly
(13)	Residential Mental Health Services	\$64.12	Daily

\*Parent transportation reimbursement rates are to be determined by the LEA.

\*\*By credentialed Special Education Teacher.



## MASTER CONTRACT AGREEMENT \*

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of 5/09/13, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor").

### WOODWARD ACADEMY

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2013 through June 30, 2014.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

☒ Master Contract    ☐ Special Conditions    ☒ Required Documents and Certifications    ☒ Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

**"DISTRICT"**

By: \_\_\_\_\_

Name: Clark D. Hampton

Title: Deputy Superintendent

Board Approval Date: \_\_\_\_\_

**"CONTRACTOR"**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email address \_\_\_\_\_

FEIN/SSN \_\_\_\_\_

# EXHIBIT A: RATES

<b>CONTRACTOR</b>	<b>Woodward Academy</b>	<b>CONTRACTOR NUMBER</b>	<b>2013-2014</b>
		77-76422-0117549	
<b>(NONPUBLIC SCHOOL OR AGENCY)</b>		<b>(CONTRACT YEAR)</b>	
Per CDE Certification, total enrollment may not exceed		21 classrooms	If blank, the number shall be as determine by CDE Certification.

**Rate Schedule.** This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed  
Total LEA enrollment may not exceed

Rate	Period
\$125.00	Daily

- A. Basic Education Program/Special Education Instruction  
Basic Education Program/Dual Enrollment

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

## B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Transportation – Dual Enrollment		
	d. Public Transportation		
	e. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of ____		
	c. Adapted Physical Education – Group of ____		
(4)	a. Language and Speech Therapy – Individual		
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
(10)	Nursing Services		
(12)	Residential Board and Care	\$6694.00	Monthly
(13)	Residential Mental Health Services	\$64.12	Daily

\*Parent transportation reimbursement rates are to be determined by the LEA.

\*\*By credentialed Special Education Teacher.



**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement for Contracted Services ("**Agreement**") is effective as of 5/09/13, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the contractor listed below ("**Contractor**"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

**TARGETSUCCESS, INC.**

WHEREAS, DISTRICT is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONTRACTOR is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "Contracted Services");

NOW, THEREFORE, the Parties agree as follows:

**Scope of Work/Services.** Contractor shall perform the Contracted Services as set forth in Contractor's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

**Fees and Expenses.** For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$18,810.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

**Term of Agreement.** The term of this base Agreement is for one year commencing 5/01/13-4/30/14 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

**Additional Terms.** This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

☒ General Conditions      ☐ Special Conditions      ☒ Required Documents and Certification ☒ Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

**DISTRICT**

**CONTRACTOR**

By: \_\_\_\_\_  
Name: Terry Fluent  
Title: Director, Purchasing  
Board Approval Date: \_\_\_\_\_

Signature \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Email Address: \_\_\_\_\_  
FEIN/SSN \_\_\_\_\_

# TargetSuccess

Inc.

April 17, 2013

Proposal for services for the Capistrano Unified School District.

1. Re-certify administrators already certified in the Ventures for Excellence Teacher interview with the TargetSuccess Teacher Interview. No charge
2. Train 22 district personnel in the TargetSuccess Teacher Interview (online training) and certification. \$950 each participant = \$20,900 less 10% = \$18,810 TOTAL (no additional costs)

The \$18,810 to be paid in two payments of \$9,405 each. (first payment May 2013 and second payment July 2013)

Pete Pillsbury

President, TargetSuccess, Inc.





## PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of 5-01-13 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the consultant listed below ("**Consultant**"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

### CAREERSTAFF UNLIMITED, INC.

WHEREAS, DISTRICT is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONSULTANT is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "Consulting Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Consultant shall perform the Consulting Services as set forth in Consultant's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$20,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 5/01/13-4/30/14 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Consultant acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

☒ General Conditions      ☒ Special Conditions      ☒ Required Documents and Certifications      ☒ Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

#### **DISTRICT**

By: \_\_\_\_\_

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: \_\_\_\_\_

#### **CONSULTANT**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

FEIN/SSN \_\_\_\_\_

**Exhibit A**  
**Fee Schedule**

**CareerStaff Unlimited, Inc**  
17752 Sky Park Circle, Suite 230  
Irvine, CA 92614  
800-561-5207  
949-255-7100

Physical Therapy services hourly rate \$67.00

By: \_\_\_\_\_ Date: \_\_\_\_\_

## SPECIAL CONDITIONS

### Scope of Practice and Release of Assessment Documentation

Consultant is functioning solely as an independent educational evaluator. Consultant agrees that he/she will not recommend therapy or services within their own agency, company, or practice. Consultant agrees that during the performance of an independent educational evaluation at or on school district grounds, the consultant may be accompanied by a DISTRICT representative during the duration of the observation or interviews of staff and/or pupil.

Upon completion of the independent educational evaluation, the consultant agrees to release assessment documentation including assessment protocols and written report to the DISTRICT prior to receipt of payment for services.

By: \_\_\_\_\_ Date: \_\_\_\_\_



**AMENDMENT OF AGREEMENT NO. C1112116**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**PUBLIC ECONOMICS, INC.**

Consultant Agreement No. C1112116 called for an original 12-month contract period of May 15, 2012 through May 14, 2013.

The contract with Public Economics, Inc. shall be amended to increase the not to exceed amount to \$30,000 for additional funds for services requested by the District.

The total amount of services requested by District and provided by Consultant under this extension shall not exceed \$30,000. This amount may be increased by mutual written agreement of both parties.

Except as set forth in this Amendment, and Board approved on May 14 2012, all other terms of the contract remain in full force and effect.

**DISTRICT**

**CONTRACTOR**

**Capistrano Unified School District**

**Public Economics, Inc.**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Terry Fluent \_\_\_\_\_

\_\_\_\_\_  
Print Name

Director, Purchasing \_\_\_\_\_

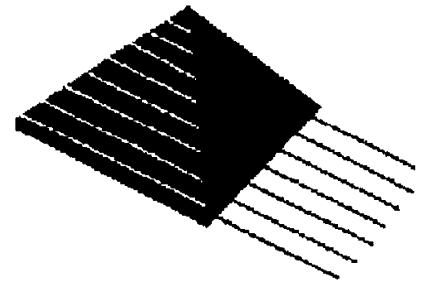
\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Public Economics, Inc.**

134 S. Glassell Street  
Suite A  
Orange, CA 92866-1470



**December 31, 2012**

Invoice submitted to:

**Capistrano Unified School District**

Mr. Clark Hampton  
Deputy Superintendent, Business & Support  
Services  
32972 Calle Perfecto  
San Juan Capistrano, CA 92675

**In Reference To: Redevelopment Consulting Services**  
**Contract #C1112116 / P.O. #315592**

**Invoice # 11725**

## Professional Services

			<u>Hrs/Rate</u>	<u>Amount</u>
<u>Additional Work</u>				
12/01/2012	CNS	Begin pass-through projections set up for alternative 2% and AB 1290 entitlements in San Juan Capistrano 86-1 Project. (11/20/12)	3.00 190.00/hr	570.00
12/02/2012	CNS	Set up pass-through projections model for alternative 2% and AB 1290 entitlements in San Juan Capistrano 86-1 Project. (11/27/12)	1.00 190.00/hr	190.00
12/03/2012	DG	Refine projections for alternative 2% and AB 1290 entitlements in San Juan Capistrano Project 86-1. Refine number of payment years and first/last payment year for all Projects. (11/28/12)	4.00 250.00/hr	1,000.00
12/04/2012	CNS	Prepare alternative projections for 2% and AB 1290 entitlements in San Juan Capistrano 86-1 Project. Revise projections for San Juan Capistrano agreement to exclude 86-1 Project. (11/28/12)	6.00 190.00/hr	1,140.00
12/05/2012	CNS	Prepare revisions to pass-through entitlements exhibits. Phone conference with Dante Gumucio re: ordinance information relating to adoption of 86-1 and subsequent amendments to San Juan redevelopment plan and District's pass-through agreement. (11/29/12)	3.50 190.00/hr	665.00
12/06/2012	CG	Analyze and evaluate 86-1 adoption date and inclusion in Central Project pass-through agreement. Conference with Dante Gumucio re: same. (11/29/12)	0.50 225.00/hr	112.50
12/07/2012	DG	Document adoption/ordinance history re: San Juan Capistrano RDA Projects. Determine impacts of excluding San Juan Capistrano Project 86-1 from pass-through agreement and receiving 2%/AB 1290 payments. Prepare alternative entitlements presentation exhibit. (11/29/12)	2.25 250.00/hr	562.50

***INVOICE DUE UPON RECEIPT***

		<u>Hrs/Rate</u>	<u>Amount</u>
12/08/2012	CNS Test revised projections for San Juan Capistrano agreement vs. alternative 2% and AB 1290 entitlements. Revise summary sheet to reflect alternative 2% and AB 1290 entitlements in San Juan Capistrano 86-1 Project. (11/30/12)	2.75 190.00/hr	522.50
12/27/2012	DG Prepare follow-up re: alternative entitlements, and implementation of San Juan agreement, and projected value of alternative statutory 2 percent and AB 1290 payments for San Juan Capistrano 86-1 Project.	0.75 250.00/hr	187.50
SUBTOTAL:		[ 23.75	4,950.00]
<u>RDA Administration</u>			
12/31/2012	DG Analyze and evaluate distribution and RL offset accounting issues affecting pass-throughs, Residual Distributions, and Asset Liquidation revenues. Analyze and evaluate excess ERAF, negative ERAF, and triple flip/VLF issues. Analyze and evaluate LAO ERAF analysis. (Performed on 12/18, 12/19, and 12/20)	1.25	3.28
	CG Analyze and evaluate accounting for pass-throughs, Residual Distributions, and Asset Liquidation revenues. Analyze and evaluate statewide ERAF issues discussed in LAOs white paper "Insufficient ERAF. (Performed on 12/18, 12/19, and 12/20)	6.75	17.72
SUBTOTAL:		[ 8.00	21.00]
For professional services rendered		31.75	\$4,971.00
Additional Charges :			
		<u>Qty</u>	<u>Price</u>
<u>Expenses</u>			
12/31/2012	EXP No expenses this period.	1	\$0.00 NO CHARGE
SUBTOTAL:		[ 0.00]	
Total additional charges		\$0.00	
Total amount of this bill		\$4,971.00	

 5/22/13  
**INVOICE DUE UPON RECEIPT**

SERVICES BILLED AT LESS THAN THE ONE-CLIENT HOURLY RATES SHOWN IN EXHIBIT B OF PEI'S CONSULTING AGREEMENT REFLECT REDUCED MULTI-CLIENT RATES FOR SERVICES PROVIDED JOINTLY TO THE DISTRICT AND OTHER DISTRICTS.

Consultant Summary			
Name	Hours	Rate	Amount
Carly N. Simard	16.25	190.00	\$3,087.50
Dante Gumucio	7.00	250.00	\$1,750.00
Dante Gumucio	1.25	0.00	\$3.28
Carl Goodwin	0.50	225.00	\$112.50
Carl Goodwin	6.75	0.00	\$17.72



**CONSULTING SERVICES AGREEMENT**

This CONSULTING SERVICES AGREEMENT ("Agreement") is effective as of May 15, 2012 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant").

**Public Economics, Inc.**

WHEREAS, governing law permits District to enter into an agreement for the purposes of securing consulting services, and,

WHEREAS, District selected Consultant to provide special services and advice in financial, economic, facilities, or administrative matters regarding payments to District from former Redevelopment Agencies ("RDAs"); and

The term of this base contract is for one year 5/15/12 through 5/14/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of three (3) years.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Consultant agrees to provide Consulting Services Regarding Former Redevelopment Agencies services as set forth in Exhibit A.

Fees and Expenses. In consideration for the services provided by Consultant under this Agreement, District shall reimburse Consultant at cost within the final Budget for reasonable out-of-pocket expenses, including, but not limited to, travel, administrative support costs (at \$45 per hour), photocopying, courier services, database services or materials, and other reasonable out-of-pocket expenses. The total amount of services requested by District and provided by Consultant under this agreement shall not exceed \$15,000 as set forth in Exhibit B. This amount may be increased by mutual agreement of both parties.

Term of Agreement. This Agreement shall terminate upon the completion of the services contained herein but may be terminated earlier pursuant to the provisions of this Agreement. This Agreement may not be extended beyond three (3) years from the date of this Agreement.

Additional Terms. This Agreement contains additional terms that are set forth in the attached document titled "Consulting Services Agreement - Additional Provisions", which by this reference are incorporated herein. District and Consultant acknowledge, and agree to be bound by, the terms set forth in the Additional Provisions as if such additional terms were set forth in full herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

"DISTRICT"

By: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 5/14/12

"CONSULTANT"

Signature: Dante Gumucro

Name: Dante Gumucro

Title: CEO

Address: 1345, Glassell St. Suite A  
Orange, CA 92866

Email address: dgumucro@pub-econ.com

FED/SSN: 1559-6851-6

**CONSULTING SERVICES AGREEMENT**  
**ADDITIONAL PROVISIONS**

District and Consultant acknowledge, and agree to be bound by, the provisions set forth below:

1. **Engagement of Services.** District hereby engages the services of Consultant in accordance with the terms set forth in the Agreement and these additional provisions. Consultant agrees to exercise the highest degree of professionalism, and to utilize Consultant's expertise and creative talents in completing such services. Consultant agrees that it will act in a manner it believes to be in the best interest of the District rather than any third party. Consultant agrees that it shall perform its services in a timely manner. Consultant agrees to provide Consultant's own equipment, tools and other materials at Consultant's own expense. District will make its facilities and equipment available to Consultant when necessary. Consultant may not assign, subcontract or otherwise delegate Consultant's obligations under the Agreement without District's prior written consent.
2. **Invoicing.** For hourly services, Consultant shall submit invoices to District on a monthly basis. For services performed pursuant to an agreed fixed fee, Consultant shall submit invoices to District upon the completion of the services or as otherwise identified in the agreed fixed fee.
3. **Expenses.** Consultant shall be responsible for all expenses incurred in performing services under the Agreement, unless otherwise agreed upon in writing.
4. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that he/she and all his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement. Consultant shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.
5. **Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as basis for such services.
6. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
7. **Termination.** District may terminate the Agreement at its convenience and without any breach by Consultant upon ten (10) days' prior written notice to Consultant. District may also terminate the Agreement immediately in its sole discretion for cause or upon Consultant's breach of any provision of the Agreement. Cause means (a) any act of dishonesty or a plea of no contest to a felony or any crime involving moral turpitude; (b) negligence in the performance of duties under the Agreement, and (c) constant refusal to perform reasonable and lawful duties assigned under the Agreement. Consultant may terminate the Agreement at any time upon fifteen (15) days' prior written notice to District. Consultant and District each agree to sign any documents reasonably necessary to complete Consultant's discharge or withdrawal. Upon termination of the Agreement for any reason, Consultant's fees will be prorated based on the work actually completed at the time of termination for work which is then in progress, to and including the effective date of such termination. Unless other terms are set forth in the Agreement, District will reimburse Consultant for previously approved expenses in compliance with the policies of the District.

8. Return of District Property. Upon termination of the Agreement or earlier as requested by District, Consultant will deliver to District any and all District Property including but not limited to District provided information, intellectual property, and equipment of District. Consultant further agrees that any property situated on District's premises and owned by District, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by District personnel at any time with or without notice.
9. Hold Harmless. Consultant agrees to and shall defend, indemnify and hold harmless the District, its Governing Board, officers, agents, employees, and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained arising out of activities/services provided by Consultant or its subcontractors, whether authorized by this Agreement or not. Consultant further agrees to waive all rights of subrogation against the District. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of District or any of its agents or employees.
- DG SA 10. Insurance. Pursuant to Section 9, Consultant agrees to carry commercial general liability insurance ~~and automobile liability insurance~~ with limits of One Million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Consultant and District against liability or claims of liability, which may arise out of the Agreement. In addition, Consultant agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than the actual start date, Consultant shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Consultant agrees to name District and its officers, agents and employees as additional insured's by separate endorsement under said policy.
11. Assignment. The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
12. Notices. All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or prepaid, first class United States postal mail. Notices shall be sent to signatories to the Agreement at the addresses given in the Agreement.
13. Compliance with Applicable Laws. The services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Consultant agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Consultant, Consultant's business, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
14. Permits/Licenses. Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
15. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
16. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.
17. Nondiscrimination. Consultant agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such person.

18. Non-waiver. The failure of District or Consultant to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
19. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
20. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of the Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.
21. Governing Law. The laws of the State of California shall govern the terms and conditions of this Agreement with venue in Orange County, California.

**EXHIBIT A**  
**Capistrano Unified School District**  
**Consulting Services Regarding**  
**Former Redevelopment Agencies**

**Scope of Work**

The Scope of Work includes all the following tasks:

1. Update relevant parameters (including subordination status) under ABX1 26 for all District's pass-through entitlements from former RDAs, including:
  - Two pass-through agreements with former Capistrano RDA (Central Original Project) and former Mission Viejo RDA (Mission Viejo Project)
  - Two statutory 2 percent payments for former Capistrano RDA (Central Project 84-1 and 86-1)
  - Three statutory AB 1290 payments from former Capistrano RDA (Central Project 84-1 and 86-1) and former San Clemente RDA (Area #1 Project)

This includes determination of alternative last payment years consistent with all relevant time limitations under ABX1 26 as follows::

- Tax increment time limit in redevelopment plans
  - Tax increment dollar limit (cap) in redevelopment plans
  - Projected final dates of repayment of former RDA obligations in Successor Agencies' draft Recognized Payment Obligation Schedules ("ROPS")
2. Prepare independent, updated projections of the facilities portion of future pass-through payments to District in following order of priorities, based on District's relative reliance on pass-throughs to fund outstanding certificates of participation ("COPs"):
    - Pass-through agreement with former Capistrano RDA (first priority)
    - Pass-through agreement with former Mission Viejo RDA (second priority)
    - All statutory pass-throughs (third priority)
- based on:
- Rigorous computer modeling of all components of contractual or statutory pass-through formulas for all entitlements
  - Base year AV, adjusted base year AV, and current year AV, as well as District property tax shares, tax increment caps, and cumulative tax increment to date allocated to former RDAs
  - Alternative assumptions regarding future AV growth, and pass-through implementation methods
  - Evaluation of draft ROPS for Successor Agencies to former RDAs for Mission Viejo, San Clemente, and San Juan Capistrano, to determine probability of potential reduction in

subordinated pass-throughs pursuant to ABX1 26 (Health and Safety Code 34183(b)), and potential need to negotiate repayment of subordinated payments in those cases

3. Provide technical and other advice to District regarding ABX1 26 transition issues, including:
  - Change from (i) payments via warrant from former RDAs, to (ii) payments via electronic fund transfer ("EFT") from County Auditor-Controller ("A-C"), who is now party responsible for making all pass-through payments
  - Possible combination of payments via warrant from Successor Agencies for first 50% of pass-throughs owed for FY 2011-12, and payments via EFT from County A-C for second 50% of pass-throughs owed for FY 2011-12
  - Any other related tasks requested by District

#### **Phasing and Priorities**

In addition to completion of Tasks 1 and 3, Consultant's:

- First priority will be completion of Task 2 for District's pass-through agreement with former San Juan Capistrano RDA
- Second priority will be completion of Task 2 for District's pass-through agreement with former Mission Viejo RDA
- Third priority will be completion of Task 2 for District's statutory pass-through entitlements

#### **Limitations**

If tasks or services are required or requested that are not included in the Scope of Work or for which inadequate budget is available (e.g., updated projections for all seven District pass-through entitlements), then such tasks may be identified as Additional Work.

**EXHIBIT B**  
**Capistrano Unified School District**  
**Consulting Services Regarding**  
**Former Redevelopment Agencies**

**Budget**

The tasks shown in Exhibit A will be completed, subject to the Limitations shown in Exhibit A, for a not-to-exceed Budget of \$15,000, including reimbursement for reasonable out of pocket expenses.

Subject to the time limitations set forth in the Agreement, tasks will be billed at the following hourly rates:

Principals	\$250
Consultants*	\$170 to \$225
Research Assistants	\$110

\* Specific billing rates will depend on the expertise of the individual professional performing the work

**General Conditions**

As set forth in the Agreement, costs to Consultant of incidental expenses pertaining to the Scope of Work will be charged on a cost recovery basis. Consultant will submit monthly invoices to Client as set forth in Agreement. Each monthly invoice will show specific services provided and expenses incurred.

*Some or all of the cost of services rendered under the Agreement may be reimbursed to District's general fund, in whole or in part, or otherwise paid directly, from the proceeds of RDA pass-through payments received by District; or with approval of bond counsel, from the proceeds of lease-purchase or other financings secured or repaid with such payments; or with approval of the Commission on State Mandates, from the State of California.*

Additional Work (if any) defined in Exhibit A will be clearly identified in each monthly invoice. Additional Work will be payable on a time and materials basis using the hourly rates shown above.

*The need for Additional Budget (if any) will be identified prior to beginning or completing any task or portion thereof for which Additional Budget may be needed. Additional Budget (if any) will only be provided through amendment to this original Budget Exhibit B.*

**EXTENSION OF AGREEMENT NO. C1112116**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**PUBLIC ECONOMICS, INC.**

Consultant Agreement No. C1112116 called for an original 12-month contract period of May 15, 2012 through May 14, 2013.

The contract with Public Economics, Inc., shall be extended an additional 12 months, for the period May 15, 2013 through May 14, 2014, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 8, 2013.

The total amount of services requested by District and provided by Consultant under this extension shall not exceed \$30,000 annually. This amount may be increased by written agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on May 14, 2012, all other terms of the contract remain in full force and effect.

**DISTRICT**

**CONTRACTOR**

**Capistrano Unified School District**

**Public Economics, Inc.**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Terry Fluent \_\_\_\_\_

\_\_\_\_\_  
Print Name

Director, Purchasing \_\_\_\_\_

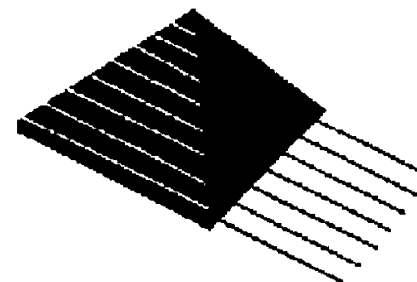
\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Public Economics, Inc.**  
 134 S. Glassell Street  
 Suite A  
 Orange, CA 92866-1470



**December 31, 2012**

Invoice submitted to:

**Capistrano Unified School District**  
 Mr. Clark Hampton  
 Deputy Superintendent, Business & Support  
 Services  
 32972 Calle Perfecto  
 San Juan Capistrano, CA 92675

**In Reference To:   Redevelopment Consulting Services**  
**Contract #C1112116 / P.O. #315592**

**Invoice #   11725**

Professional Services

			<u>Hrs/Rate</u>	<u>Amount</u>
	<u>Additional Work</u>			
12/01/2012	CNS   Begin pass-through projections set up for alternative 2% and AB 1290 entitlements in San Juan Capistrano 86-1 Project. (11/20/12)		3.00 190.00/hr	570.00
12/02/2012	CNS   Set up pass-through projections model for alternative 2% and AB 1290 entitlements in San Juan Capistrano 86-1 Project. (11/27/12)		1.00 190.00/hr	190.00
12/03/2012	DG    Refine projections for alternative 2% and AB 1290 entitlements in San Juan Capistrano Project 86-1. Refine number of payment years and first/last payment year for all Projects. (11/28/12)		4.00 250.00/hr	1,000.00
12/04/2012	CNS   Prepare alternative projections for 2% and AB 1290 entitlements in San Juan Capistrano 86-1 Project. Revise projections for San Juan Capistrano agreement to exclude 86-1 Project. (11/28/12)		6.00 190.00/hr	1,140.00
12/05/2012	CNS   Prepare revisions to pass-through entitlements exhibits. Phone conference with Dante Gumucio re: ordinance information relating to adoption of 86-1 and subsequent amendments to San Juan redevelopment plan and District's pass-through agreement. (11/29/12)		3.50 190.00/hr	665.00
12/06/2012	CG    Analyze and evaluate 86-1 adoption date and inclusion in Central Project pass-through agreement. Conference with Dante Gumucio re: same. (11/29/12)		0.50 225.00/hr	112.50
12/07/2012	DG    Document adoption/ordinance history re: San Juan Capistrano RDA Projects. Determine impacts of excluding San Juan Capistrano Project 86-1 from pass-through agreement and receiving 2%/AB 1290 payments. Prepare alternative entitlements presentation exhibit. (11/29/12)		2.25 250.00/hr	562.50

***INVOICE DUE UPON RECEIPT***

		<u>Hrs/Rate</u>	<u>Amount</u>
12/08/2012	CNS Test revised projections for San Juan Capistrano agreement vs. alternative 2% and AB 1290 entitlements. Revise summary sheet to reflect alternative 2% and AB 1290 entitlements in San Juan Capistrano 86-1 Project. (11/30/12)	2.75 190.00/hr	522.50
12/27/2012	DG Prepare follow-up re: alternative entitlements, and implementation of San Juan agreement, and projected value of alternative statutory 2 percent and AB 1290 payments for San Juan Capistrano 86-1 Project.	0.75 250.00/hr	187.50
SUBTOTAL:		[ 23.75	4,950.00]

RDA Administration

12/31/2012	DG Analyze and evaluate distribution and RL offset accounting issues affecting pass-throughs, Residual Distributions, and Asset Liquidation revenues. Analyze and evaluate excess ERAF, negative ERAF, and triple flip/VLF issues. Analyze and evaluate LAO ERAF analysis. (Performed on 12/18, 12/19, and 12/20)	1.25	3.28
	CG Analyze and evaluate accounting for pass-throughs, Residual Distributions, and Asset Liquidation revenues. Analyze and evaluate statewide ERAF issues discussed in LAOs white paper "Insufficient ERAF. (Performed on 12/18, 12/19, and 12/20)	6.75	17.72
SUBTOTAL:		[ 8.00	21.00]
For professional services rendered		31.75	\$4,971.00

Additional Charges :

		<u>Qty</u>	<u>Price</u>	
<u>Expenses</u>				
12/31/2012	EXP No expenses this period.	1	\$0.00	NO CHARGE
SUBTOTAL:				[ 0.00]
Total additional charges				\$0.00
Total amount of this bill				\$4,971.00

*Robert Jager* 3/22/13

**INVOICE DUE UPON RECEIPT**

SERVICES BILLED AT LESS THAN THE ONE-CLIENT HOURLY RATES SHOWN IN EXHIBIT B OF PEI'S CONSULTING AGREEMENT REFLECT REDUCED MULTI-CLIENT RATES FOR SERVICES PROVIDED JOINTLY TO THE DISTRICT AND OTHER DISTRICTS.

Consultant Summary			
Name	Hours	Rate	Amount
Carly N. Simard	16.25	190.00	\$3,087.50
Dante Gumucio	7.00	250.00	\$1,750.00
Dante Gumucio	1.25	0.00	\$3.28
Carl Goodwin	0.50	225.00	\$112.50
Carl Goodwin	6.75	0.00	\$17.72

**INVOICE DUE UPON RECEIPT**



## CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT ("Agreement") is effective as of May 15, 2012 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant").

Public Economics, Inc.

WHEREAS, governing law permits District to enter into an agreement for the purposes of securing consulting services, and,

WHEREAS, District selected Consultant to provide special services and advice in financial, economic, facilities, or administrative matters regarding payments to District from former Redevelopment Agencies ("RDAs"); and

The term of this base contract is for one year 5/15/12 through 5/14/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of three (3) years.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Consultant agrees to provide Consulting Services Regarding Former Redevelopment Agencies services as set forth in Exhibit A.

Fees and Expenses. In consideration for the services provided by Consultant under this Agreement, District shall reimburse Consultant at cost within the final Budget for reasonable out-of-pocket expenses, including, but not limited to, travel, administrative support costs (at \$45 per hour), photocopying, courier services, database services or materials, and other reasonable out-of-pocket expenses. The total amount of services requested by District and provided by Consultant under this agreement shall not exceed \$15,000 as set forth in Exhibit B. This amount may be increased by mutual agreement of both parties.

Term of Agreement. This Agreement shall terminate upon the completion of the services contained herein but may be terminated earlier pursuant to the provisions of this Agreement. This Agreement may not be extended beyond three (3) years from the date of this Agreement.

Additional Terms. This Agreement contains additional terms that are set forth in the attached document titled "Consulting Services Agreement - Additional Provisions", which by this reference are incorporated herein. District and Consultant acknowledge, and agree to be bound by, the terms set forth in the Additional Provisions as if such additional terms were set forth in full herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

"DISTRICT"

By: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 5/14/12

"CONSULTANT"

Signature: Dante Gumucio

Name: Dante Gumucio

Title: CEO

Address: 1345, Glassell St. Suite A

Orange, CA 92866

Email address: dgumucio@pub-econ.com

FED/SSN 1559-6851-6

**CONSULTING SERVICES AGREEMENT**  
**ADDITIONAL PROVISIONS**

District and Consultant acknowledge, and agree to be bound by, the provisions set forth below:

1. **Engagement of Services.** District hereby engages the services of Consultant in accordance with the terms set forth in the Agreement and these additional provisions. Consultant agrees to exercise the highest degree of professionalism, and to utilize Consultant's expertise and creative talents in completing such services. Consultant agrees that it will act in a manner it believes to be in the best interest of the District rather than any third party. Consultant agrees that it shall perform its services in a timely manner. Consultant agrees to provide Consultant's own equipment, tools and other materials at Consultant's own expense. District will make its facilities and equipment available to Consultant when necessary. Consultant may not assign, subcontract or otherwise delegate Consultant's obligations under the Agreement without District's prior written consent.
2. **Invoicing.** For hourly services, Consultant shall submit invoices to District on a monthly basis. For services performed pursuant to an agreed fixed fee, Consultant shall submit invoices to District upon the completion of the services or as otherwise identified in the agreed fixed fee.
3. **Expenses.** Consultant shall be responsible for all expenses incurred in performing services under the Agreement, unless otherwise agreed upon in writing.
4. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that he/she and all his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement. Consultant shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.
5. **Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as basis for such services.
6. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
7. **Termination.** District may terminate the Agreement at its convenience and without any breach by Consultant upon ten (10) days' prior written notice to Consultant. District may also terminate the Agreement immediately in its sole discretion for cause or upon Consultant's breach of any provision of the Agreement. Cause means (a) any act of dishonesty or a plea of no contest to a felony or any crime involving moral turpitude; (b) negligence in the performance of duties under the Agreement, and (c) constant refusal to perform reasonable and lawful duties assigned under the Agreement. Consultant may terminate the Agreement at any time upon fifteen (15) days' prior written notice to District. Consultant and District each agree to sign any documents reasonably necessary to complete Consultant's discharge or withdrawal. Upon termination of the Agreement for any reason, Consultant's fees will be prorated based on the work actually completed at the time of termination for work which is then in progress, to and including the effective date of such termination. Unless other terms are set forth in the Agreement, District will reimburse Consultant for previously approved expenses in compliance with the policies of the District.

8. Return of District Property. Upon termination of the Agreement or earlier as requested by District, Consultant will deliver to District any and all District Property including but not limited to District provided information, intellectual property, and equipment of District. Consultant further agrees that any property situated on District's premises and owned by District, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by District personnel at any time with or without notice.
9. Hold Harmless. Consultant agrees to and shall defend, indemnify and hold harmless the District, its Governing Board, officers, agents, employees, and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained arising out of activities/services provided by Consultant or its subcontractors, whether authorized by this Agreement or not. Consultant further agrees to waive all rights of subrogation against the District. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of District or any of its agents or employees.
10. Insurance. Pursuant to Section 9, Consultant agrees to carry commercial general liability insurance ~~and automobile liability insurance~~ with limits of One Million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Consultant and District against liability or claims of liability, which may arise out of the Agreement. In addition, Consultant agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than the actual start date, Consultant shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Consultant agrees to name District and its officers, agents and employees as additional insured's by separate endorsement under said policy.
11. Assignment. The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
12. Notices. All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or prepaid, first class United States postal mail. Notices shall be sent to signatories to the Agreement at the addresses given in the Agreement.
13. Compliance with Applicable Laws. The services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Consultant agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Consultant, Consultant's business, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
14. Permits/Licenses. Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
15. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
16. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.
17. Nondiscrimination. Consultant agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such person.

18. Non-waiver. The failure of District or Consultant to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
19. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
20. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of the Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.
21. Governing Law. The laws of the State of California shall govern the terms and conditions of this Agreement with venue in Orange County, California.

**EXHIBIT A**  
**Capistrano Unified School District**  
**Consulting Services Regarding**  
**Former Redevelopment Agencies**

**Scope of Work**

The Scope of Work includes all the following tasks:

1. Update relevant parameters (including subordination status) under ABX1 26 for all District's pass-through entitlements from former RDAs, including:
  - Two pass-through agreements with former Capistrano RDA (Central Original Project) and former Mission Viejo RDA (Mission Viejo Project)
  - Two statutory 2 percent payments for former Capistrano RDA (Central Project 84-1 and 86-1)
  - Three statutory AB 1290 payments from former Capistrano RDA (Central Project 84-1 and 86-1) and former San Clemente RDA (Area #1 Project)

This includes determination of alternative last payment years consistent with all relevant time limitations under ABX1 26 as follows::

- Tax increment time limit in redevelopment plans
  - Tax increment dollar limit (cap) in redevelopment plans
  - Projected final dates of repayment of former RDA obligations in Successor Agencies' draft Recognized Payment Obligation Schedules ("ROPS")
2. Prepare independent, updated projections of the facilities portion of future pass-through payments to District in following order of priorities, based on District's relative reliance on pass-throughs to fund outstanding certificates of participation ("COPs"):
    - Pass-through agreement with former Capistrano RDA (first priority)
    - Pass-through agreement with former Mission Viejo RDA (second priority)
    - All statutory pass-throughs (third priority)
- based on:
- Rigorous computer modeling of all components of contractual or statutory pass-through formulas for all entitlements
  - Base year AV, adjusted base year AV, and current year AV, as well as District property tax shares, tax increment caps, and cumulative tax increment to date allocated to former RDAs
  - Alternative assumptions regarding future AV growth, and pass-through implementation methods
  - Evaluation of draft ROPS for Successor Agencies to former RDAs for Mission Viejo, San Clemente, and San Juan Capistrano, to determine probability of potential reduction in

1:\PRP\Capo USD Scope DOC



subordinated pass-throughs pursuant to ABX1 26 (Health and Safety Code 34183(b)), and potential need to negotiate repayment of subordinated payments in those cases

3. Provide technical and other advice to District regarding ABX1 26 transition issues, including:
  - Change from (i) payments via warrant from former RDAs, to (ii) payments via electronic fund transfer ("EFT") from County Auditor-Controller ("A-C"), who is now party responsible for making all pass-through payments
  - Possible combination of payments via warrant from Successor Agencies for first 50% of pass-throughs owed for FY 2011-12, and payments via EFT from County A-C for second 50% of pass-throughs owed for FY 2011-12
  - Any other related tasks requested by District

#### **Phasing and Priorities**

In addition to completion of Tasks 1 and 3, Consultant's:

- First priority will be completion of Task 2 for District's pass-through agreement with former San Juan Capistrano RDA
- Second priority will be completion of Task 2 for District's pass-through agreement with former Mission Viejo RDA
- Third priority will be completion of Task 2 for District's statutory pass-through entitlements

#### **Limitations**

If tasks or services are required or requested that are not included in the Scope of Work or for which inadequate budget is available (e.g., updated projections for all seven District pass-through entitlements), then such tasks may be identified as Additional Work.

**EXHIBIT B**  
**Capistrano Unified School District**  
**Consulting Services Regarding**  
**Former Redevelopment Agencies**

**Budget**

The tasks shown in Exhibit A will be completed, subject to the Limitations shown in Exhibit A, for a not-to-exceed Budget of \$15,000, including reimbursement for reasonable out of pocket expenses.

Subject to the time limitations set forth in the Agreement, tasks will be billed at the following hourly rates:

Principals	\$250
Consultants*	\$170 to \$225
Research Assistants	\$110

\* Specific billing rates will depend on the expertise of the individual professional performing the work

**General Conditions**

As set forth in the Agreement, costs to Consultant of incidental expenses pertaining to the Scope of Work will be charged on a cost recovery basis. Consultant will submit monthly invoices to Client as set forth in Agreement. Each monthly invoice will show specific services provided and expenses incurred.

*Some or all of the cost of services rendered under the Agreement may be reimbursed to District's general fund, in whole or in part, or otherwise paid directly, from the proceeds of RDA pass-through payments received by District; or with approval of bond counsel, from the proceeds of lease-purchase or other financings secured or repaid with such payments; or with approval of the Commission on State Mandates, from the State of California.*

Additional Work (if any) defined in Exhibit A will be clearly identified in each monthly invoice. Additional Work will be payable on a time and materials basis using the hourly rates shown above.

*The need for Additional Budget (if any) will be identified prior to beginning or completing any task or portion thereof for which Additional Budget may be needed. Additional Budget (if any) will only be provided through amendment to this original Budget Exhibit B.*

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

**RESOLUTION NO. 1213-44**

**SIGNATURE AUTHORIZATION**

*WHEREAS*, the Board of Trustees of Capistrano Unified School District may legally authorize the Superintendent and specific officers of the District to sign payroll notices of employment/changes of status, timesheets, vendor orders for payments, and warrant registers;

*NOW THEREFORE BE IT RESOLVED* that the following personnel are and shall be so designated:

Superintendent	Joseph M. Farley
Deputy Superintendent, Business and Support Services	Clark D. Hampton
Assistant Superintendent, Personnel Services	Jodee E. Brentlinger
Executive Director I, Fiscal Services	Philippa K. Geiger
Manager, Fiscal Services	Dana A. Erickson
Manager, Fiscal Services	Matthew L. Krause
Manager, Payroll	Elizabeth A. Bley

*BE IT FURTHER RESOLVED* that a signature stamp is authorized for Joseph M. Farley, Clark D. Hampton, and Philippa K. Geiger; and

*THAT* only one signature or signature stamp shall be required by this Board for processing of said documents; and

*THAT* the Secretary be authorized to complete the authorization of signatures and forward same to appropriate officials of Orange County.

AYES: ( )

NOES ( )

ABSENT ( )

ABSTAIN ( )

EXHIBIT 20

I, Joseph M. Farley, Ed.D., Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting on the 8th day of May, 2013, by a roll call vote.

---

Anna Bryson  
Clerk

---

Joseph M. Farley, Ed.D.  
Secretary of the Board of Trustees

## AUTHORIZATION OF SIGNATURES

Capistrano Unified School District

May 8, 2013

I, Anna Bryson, Clerk of the Board of Trustees of the above named School District of Orange County, California, hereby certify that the said Board of Trustees at a regular meeting thereof, held on the 8th day of May, 2013, adopted by a majority vote of said Board of Trustees, Resolution No. 1213-44 that the following named persons be authorized to sign payroll notices of employment/changes of status (NOE/CS), timesheets, vendor orders for payment and check registers as indicated, and that all previous authorization of signatures are rescinded. Resolution No. 1213-44 further states that the authorization is subject to the following provisions:

<u>Name Typed</u>	<u>Specimen Signature</u>	<u>Authorized to Sign:</u>			
		<u>Payroll</u>	<u>Vendor Payments</u>		
		<u>NOE/CS</u>	<u>Time Sheet</u>	<u>Orders</u>	<u>Registers</u>
Joseph M. Farley	_____	<u>  X  </u>	<u>  X  </u>	<u>  X  </u>	<u>  X  </u>
Clark D. Hampton	_____	<u>  X  </u>	<u>  X  </u>	<u>  X  </u>	<u>  X  </u>
Jodee E. Brentlinger	_____	<u>  X  </u>	<u>  X  </u>	<u>  X  </u>	<u>  X  </u>
Philippa K. Geiger	_____	<u>  X  </u>	<u>  X  </u>	<u>  X  </u>	<u>  X  </u>
Dana A. Erickson	_____	<u>  X  </u>	<u>  X  </u>	<u>  X  </u>	<u>  X  </u>
Matthew L. Krause	_____	<u>  X  </u>	<u>  X  </u>	<u>  X  </u>	<u>  X  </u>
Elizabeth A. Bley	_____	<u>  X  </u>	<u>  X  </u>	<u>  X  </u>	<u>  X  </u>

IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of May, 2013.

\_\_\_\_\_  
Anna Bryson, Clerk of the Board of Trustees



**EXTENSION OF RENTAL SERVICE AGREEMENT NO. 1112046**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**CAPO BEACH CALVARY**

The Rental Service Agreement between Capistrano Unified School District and Capo Beach Calvary, called for an original contract period of July 1, 2011 through June 30, 2012, with two (2) one year options to renew upon mutual written agreement of the Parties.

The contract with Capo Beach Calvary shall be extended for the period of July 1, 2013 through June 30, 2014.

Except as set forth in this Amendment to Agreement, and Board approved on August 8, 2011, all other terms and conditions of the contract remain in full force and effect.

**Capistrano Unified School District**

**Capo Beach Calvary**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Terry Fluent \_\_\_\_\_

\_\_\_\_\_  
Print Name

Director, Purchasing \_\_\_\_\_

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CAPISTRANO UNIFIED SCHOOL DISTRICT  
RENTAL SERVICE AGREEMENT  
Rev. 1 (dated 9/27/11)

This AGREEMENT is hereby entered into this 1st day of July, 2011, by and between the Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675 (hereinafter referred to as "DISTRICT"), and Capo Beach Calvary, 25975 Domingo Ave., Capistrano Beach, CA 92624, (hereinafter referred to as "CLIENT"). DISTRICT and CLIENT shall be collectively referred to as the Parties.

WHEREAS, CLIENT is in need of such special services FROM DISTRICT; and

WHEREAS, DISTRICT AND CLIENT wish to enter into this AGREEMENT with the understanding that these services are being rendered secondary to services required by DISTRICT's schools and students and only if DISTRICT operations are not adversely impacted in any way:

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 SERVICES TO BE PROVIDED BY THE DISTRICT.

1.1 Provide designated parking for one (1) school bus at the District's bus facility located at 26126 Victoria Blvd, Capistrano Beach, California 92624 for a fee of \$75.00 per bus per month for a total of \$75.00 per month.

2.0 TERM. DISTRICT shall commence providing services under this AGREEMENT on or after July 1, 2011, and this agreement shall be effective for one (1) year ending June 30, 2012 with two



(2) one year options to renew upon mutual written agreement of the Parties.

3.0 FEES/PAYMENT. CLIENT agrees to pay the DISTRICT for services satisfactorily rendered pursuant to Section 1.0 of this AGREEMENT. There shall be no costs or expenses to the District to provide these services. Payment shall be made upon receipt of an invoice from DISTRICT in duplicate. Payment shall be mailed to: CAPISTRANO UNIFIED SCHOOL DISTRICT, 33122 VALLEY RD., SAN JUAN CAPISTRANO, CALIFORNIA 92675, ATTN: ACCOUNTS PAYABLE, or at such other place as DISTRICT may designate in writing.

4.0 COMMUNICATION BETWEEN THE PARTIES. CLIENT shall communicate directly with the DISTRICT's Executive Director of Transportation for the purpose of requesting any of the services provided in this AGREEMENT.

5.0 INDEPENDENT CONTRACTOR. DISTRICT, in the performance of this AGREEMENT, shall be and act as an independent contractor. DISTRICT understands and agrees that it and all of its employees shall not be considered officers, employees or agents of CLIENT, and are not entitled to benefits of any kind or nature normally provided employees of CLIENT and/or to which CLIENT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. DISTRICT assumes the full responsibility for the acts and/or omissions of its employees as they relate to the services to be provided under this AGREEMENT. DISTRICT shall

1 assume full responsibility for payment of all federal, state  
2 and local taxes or contributions, including unemployment  
3 insurance, social security and income taxes with respect to  
4 DISTRICT'S employees.

5 6.0 TERMINATION. Either party may terminate this AGREEMENT with  
6 or without reason by providing thirty (30) days written notice  
7 to the other party specifying the desired date of termination.  
8 Notice shall be deemed given when received or no later than  
9 three (3) days after the day of mailing, whichever is sooner.

10 7.0 HOLD HARMLESS/INDEMNIFICATION. CLIENT agrees to and does  
11 hereby indemnify, hold harmless and defend the DISTRICT and  
12 its Governing Board, officers and employees from every claim  
13 or demand made and every liability, loss, damage or expense,  
14 of any nature whatsoever, which may be incurred by reason of  
15 any injury to or death of any person(s), or damage to or loss  
16 of any property caused by any negligent act, default, or  
17 negligent omission of CLIENT, or its officers or employees  
18 arising out of, or in any way connected with, this AGREEMENT,  
19 whether said injury or damage occurs either on or off CLIENT'S  
20 property, except for liability for damages which result from  
21 the sole negligence or willful misconduct of the DISTRICT or  
22 its officers or employees.

23 DISTRICT agrees to and does hereby indemnify, hold  
24 harmless and defend CLIENT and its affiliates, directors,  
25 administrative board and employees from every claim or demand  
made and every liability, loss, damage or expense, of any

1 nature whatsoever, which may be incurred by reason of any  
2 injury to or death of any person(s), or damage to or loss of  
3 any property caused by any negligence or willful misconduct of  
4 the DISTRICT, or its officers or employees arising out of  
5 their performance under this AGREEMENT.

6 8.0 INSURANCE. CLIENT will provide the DISTRICT with a  
7 certificate of insurance which provides insurance coverage on  
8 the CLIENT owned school bus parked at the District's bus  
9 facility. A certificate of insurance shall also show that the  
10 DISTRICT is named as an additional insured on the policy or  
11 policies of general liability and auto liability policies.  
12 Said certificate of insurance shall also show the DISTRICT  
13 will be given at least thirty (30) days notice prior to the  
14 termination, cancellation or modification of said insurance.

15 9.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this  
16 AGREEMENT shall not be assigned by the DISTRICT.

17 10.0 TOBACCO USE POLICY. In the interest of public health,  
18 DISTRICT provides a tobacco-free environment. Smoking or the  
19 use of any tobacco products are prohibited in buildings and  
20 vehicles, and on any property owned, leased or contracted for  
21 by the DISTRICT pursuant to DISTRICT Policy 400.15. Failure  
22 to abide with conditions of this policy could result in the  
23 termination of this AGREEMENT.

24 11.0 COMPLIANCE WITH APPLICABLE LAWS. DISTRICT and CLIENT agree to  
25 comply with all federal, state and local laws, rules,  
regulations and ordinances that are now or may in the future

become applicable to DISTRICT and CLIENT as they relate to their respective performances pursuant to this AGEEMENT.

12.0 PERMITS/LICENSES. DISTRICT and all DISTRICT's employees shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

13.0 NON-DISCRIMINATION. DISTRICT and CLIENT agree that they will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

14.0 NOTICE. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. As of the date of this AGREEMENT, the addresses of the parties are as follows:

CLIENT: CAPO BEACH CALVARY  
25975 Domingo Ave.,  
Capistrano Beach, CA 92624

Attn: Craig Whittaker, Lead Pastor

DISTRICT: Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675  
Attn: Mike Patton, Executive Director

15.0 NON WAIVER. The failure of DISTRICT or CLIENT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

16.0 SEVERABILITY. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

15.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

16.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the Parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both Parties to the AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT:  
CAPISTRANO UNIFIED  
SCHOOL DISTRICT

CLIENT:  
CAPO BEACH CALVARY

BY:

Terry Fluent

Authorized Signature

PRINT NAME:

Terry Fluent

TITLE:

Director, Purchasing

DATE:

11/1/11

BY:

Craig Whittaker

Authorized Signature

PRINT NAME:

CRAIG WHITTAKER

TITLE:

LEAD PASTOR

DATE:

10-26-11

TAXPAYER ID#: 95-3203028

**EXTENSION OF RENTAL SERVICE AGREEMENT NO. 1112046**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**CAPO BEACH CALVARY**

The Rental Service Agreement between Capistrano Unified School District and Capo Beach Calvary, called for an original contract period of July 1, 2011 through June 30, 2012, with two (2) one year options to renew upon mutual written agreement of the Parties.

The contract with Capo Beach Calvary shall be extended for the period of July 1, 2012 through June 30, 2013.

Except as set forth in this Amendment to Agreement, and Board approved on August 8, 2011, all other terms and conditions of the contract remain in full force and effect.

**Capistrano Unified School District**

**Capo Beach Calvary**

By:   
Signature

By:   
Signature

Terry Fluent

William W. Weyers  
Print Name

Director, Purchasing

Facility Director  
Title

Date: 7/16/12

Date: 6-25-12

**AMENDMENT TO RENTAL SERVICE AGREEMENT NO. 1112046**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**CAPO BEACH CALVARY**

The original School Bus Service Agreement between Capistrano Unified School District and Capo Beach Calvary, called for the District to provide a designated parking space for one school bus at the bus facility located at 26126 Victoria Blvd., Capistrano Beach. This amendment provides a designated parking space, as needed, for one additional school bus. The contract rate is \$75.00 per bus per month.

Except as set forth in this Amendment to Agreement, and Board approved on August 8, 2011, all other terms and conditions of the contract remain in full force and effect.

**Capistrano Unified School District**

**Capo Beach Calvary**

By:   
Signature

By:   
Signature

Terry Fluent

Craig Whittaker  
Print Name

Director, Purchasing

Lead Pastor  
Title

Date: 2/13/13

Date: 2-5-13



**EXTENSION OF AGREEMENT NO. I0910045**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**SANTA MARGARITA CATHOLIC HIGH SCHOOL**

The School Bus Service Agreement No. I0910045 called for an original contract period of June 8, 2009 through June 7, 2010.

The agreement with Santa Margarita Catholic High School shall be extended an additional 12 months, for the period June 8, 2013 through June 7, 2014, at the prices shown in the Agreement.

Services related to section 1.6 and 1.7 of the Agreement will no longer be provided.

Except as set forth in this Extension Agreement, and Board approved on June 8, 2009, all other terms of the contract remain in full force and effect.

**Capistrano Unified School District**

**Santa Margarita Catholic High School**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Terry Fluent \_\_\_\_\_

\_\_\_\_\_  
Print Name

Director, Purchasing \_\_\_\_\_

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CAPISTRANO UNIFIED SCHOOL DISTRICT  
SCHOOL BUS SERVICE AGREEMENT

This AGREEMENT is hereby entered into this 8<sup>th</sup> day of June, 2009, by and between the Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675 (hereinafter referred to as "DISTRICT"), and Santa Margarita Catholic High School, 22062 Antonio Parkway, Rancho Santa Margarita, CA 92688, (hereinafter referred to as "SMCHS"). DISTRICT and SMCHS shall be collectively referred to as the Parties.

WHEREAS, SMCHS bought three of the DISTRICT's surplus school buses and requires school bus inspection, servicing, maintenance, repair, parking and school bus driver training services;

WHEREAS, the DISTRICT is specially trained and experienced and competent to perform such special services required by SMCHS to operate and maintain the school buses purchased by SMCHS;

WHEREAS, SMCHS is in need of such special services and advice from DISTRICT; and

WHEREAS, DISTRICT and SMCHS wish to enter into this AGREEMENT with the understanding that these services are being rendered secondary to services required by DISTRICT's schools and students and only if DISTRICT operations are not adversely impacted in any way;

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 SERVICES TO BE PROVIDED BY THE DISTRICT.

1.1 Provide designated parking for three (3) SMCHS school buses at the DISTRICT's bus facility located at 26126 Victoria

1 Blvd, Capistrano Beach, California 92624 for a fee of \$75.00 per  
2 bus per month for a total of \$225.00 per month.

3 1.2 Provide routine inspection and servicing (i.e.  
4 lubrication of chassis, changing oil, oil filters and air  
5 filters) on the three (3) SMCHS school buses every 3,000 miles  
6 or 45 calendar days, whichever occurs first, at \$105/hour  
7 (inspection/servicing fees have a ½ hour minimum).

8 1.3 Provide an annual school bus maintenance check-up on the  
9 three (3) SMCHS school buses at \$105/hour and any repairs  
10 necessitated by such maintenance check-up will be mutually  
11 agreed to in writing between the Parties.

12 1.4 Provide emergency roadside assistance for the three (3)  
13 SMCHS school buses within DISTRICT boundaries at \$105/hour,  
14 which shall commence from point of departure to point of return.

15 1.5 Provide emergency roadside assistance for the three (3)  
16 SMCHS school buses outside DISTRICT boundaries at DISTRICT's  
17 discretion at \$105/hour, which shall commence from point of  
18 departure to point of return.

19 1.6 Provide certified California school bus driver training  
20 at \$55.00/hour per training session.

21 1.7 Provide certified California school bus behind the wheel  
22 training at \$55.00/hour per individual driver. (Initial training  
23 for Class B license requires drivers to take 25 hours of  
24 classroom training plus 25 hours of behind the wheel training -  
25 a one-time requirement for a five year license. Each year

1       thereafter, annual in-service classroom training of 10 hours is  
2       required upon each driver's birth date.)

3   2.0     TERM.     DISTRICT shall commence providing services under this  
4   AGREEMENT on or after June 8, 2009 and this Agreement shall be  
5   effective for one (1) year with two (2) one year options to renew upon  
6   mutual written agreement of the Parties.

7   3.0     FEES/PAYMENT.   SMCHS agrees to pay the DISTRICT for services  
8   satisfactorily rendered pursuant to Section 1.0 of this AGREEMENT.  
9   SMCHS agrees to pay all hourly rates as stated in Section 1.0 and any  
10   and all towing costs, if necessary. All parts/supplies/materials,  
11   fuel and oil shall be paid by SMCHS. There shall be no costs or  
12   expenses to the DISTRICT to provide these services. Payment shall be  
13   made upon receipt of an invoice from DISTRICT in duplicate. Payment  
14   shall be mailed to: CAPISTRANO UNIFIED SCHOOL DISTRICT, 33122 VALLE  
15   ROAD, SAN JUAN CAPISTRANO, CALIFORNIA 92675, ATTN: ACCOUNTS PAYABLE,  
16   or at such other place as DISTRICT may designate in writing.

17   4.0     COMMUNICATION BETWEEN THE PARTIES.   SMCHS shall communicate  
18   directly with the DISTRICT's Executive Director of Transportation for  
19   the purpose of requesting any of the services provided in this  
20   AGREEMENT. SMCHS shall comply with all schedules that have been  
21   established by the DISTRICT for inspecting, servicing and/or  
22   maintaining the SMCHS school buses and shall deliver their buses at or  
23   before the time scheduled.

24   5.0     INDEPENDENT CONTRACTOR.   DISTRICT, in the performance of this  
25   AGREEMENT, shall be and act as an independent contractor. DISTRICT  
understands and agrees that it and all of its employees shall not be

1 considered officers, employees or agents of the SMCHS, and are not  
2 entitled to benefits of any kind or nature normally provided employees  
3 of SMCHS and/or to which SMCHS employees are normally entitled,  
4 including, but not limited to, State Unemployment Compensation or  
5 Worker's Compensation. DISTRICT assumes the full responsibility for  
6 the acts and/or omissions of its employees as they relate to the  
7 services to be provided under this AGREEMENT. DISTRICT shall assume  
8 full responsibility for payment of all federal, state, and local taxes  
9 or contributions, including unemployment insurance, social security  
10 and income taxes with respect to DISTRICT'S employees.

11 6.0 TERMINATION. Either party may terminate this AGREEMENT with  
12 or without reason by providing thirty (30) days written notice to the  
13 other party specifying the desired date of termination. Notice shall  
14 be deemed given when received or no later than three (3) days after  
15 the day of mailing, whichever is sooner.

16 7.0 HOLD HARMLESS/INDEMNIFICATION. SMCHS agrees to and does  
17 hereby indemnify, hold harmless and defend the DISTRICT and its  
18 Governing Board, officers and employees from every claim or demand  
19 made and every liability, loss, damage or expense, of any nature  
20 whatsoever, which may be incurred by reason of any injury to or  
21 death of any person(s), or damage to or loss of any property caused  
22 by any negligent act, default, or negligent omission of the SMCHS,  
23 or its officers or employees arising out of, or in any way connected  
24 with, this AGREEMENT, whether said injury or damage occurs either on  
25 or off SMCHS's property, except for liability for damages which

1 result from the sole negligence or willful misconduct of the  
2 DISTRICT or its officers or employees.

3 DISTRICT agrees to and does hereby indemnify, hold harmless  
4 and defend the SMCHS and its affiliates, directors, administrative  
5 board and employees from every claim or demand made and every  
6 liability, loss, damage or expense, of any nature whatsoever, which  
7 may be incurred by reason of any injury to or death of any  
8 person(s), or damage to or loss of any property caused by any  
9 negligence or willful misconduct of the DISTRICT, or its officers or  
10 employees arising out of their performance under this AGREEMENT.

11 8.0 INSURANCE. SMCHS will provide the DISTRICT with a certificate  
12 of insurance which provides insurance coverage on all SMCHS owned  
13 school buses inspected, serviced, maintained, and/or repaired by the  
14 DISTRICT. A certificate of insurance shall also show that the  
15 DISTRICT is named as an additional insured on the policy or policies  
16 of general liability and auto liability policies. Said certificate  
17 of insurance shall also show that the DISTRICT will be given at least  
18 thirty (30) days notice prior to the termination, cancellation or  
19 modification of said insurance.

20 9.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this  
21 AGREEMENT shall not be assigned by the DISTRICT.

22 10.0 TOBACCO USE POLICY. In the interest of public health,  
23 DISTRICT provides a tobacco-free environment. Smoking or the use of  
24 any tobacco products are prohibited in buildings and vehicles, and on  
25 any property owned, leased or contracted for by the DISTRICT pursuant

1 to DISTRICT Policy 400.15. Failure to abide with the conditions of  
2 this policy could result in the termination of this AGREEMENT.

3 11.0 COMPLIANCE WITH APPLICABLE LAWS. DISTRICT and SMCHS agree to  
4 comply with all federal, state and local laws, rules, regulations and  
5 ordinances that are now or may in the future become applicable to  
6 DISTRICT and SMCHS as they relate to their respective performances  
7 pursuant to this AGREEMENT.

8 12.0 PERMITS/LICENSES. DISTRICT and all DISTRICT'S employees shall  
9 secure and maintain in force such permits and licenses as are required  
10 by law in connection with the furnishing of services pursuant to this  
11 AGREEMENT.

12 13.0 NON-DISCRIMINATION. DISTRICT and SMCHS agree that they will  
13 not engage in unlawful discrimination in employment of persons because  
14 of race, ethnicity, religion, nationality, disability, gender, marital  
15 status or age of such persons.

16 14.0 NOTICE. All notices or demands to be given under this  
17 AGREEMENT by either party to the other shall be in writing and given  
18 either by: (a) personal service or (b) by U.S. Mail, mailed either by  
19 registered or certified mail, return receipt requested, with postage  
20 prepaid. Service shall be considered given when received if  
21 personally served or, if mailed, on the third day after deposit in any  
22 U.S. Post Office. The address to which notices or demands may be  
23 given by either party may be changed by written notice given in  
24 accordance with the notice provisions of this section. As of the date  
25 of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT: Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675  
Attn: Mike Patton, Executive Director

SMCHS: SANTA MARGARITA CATHOLIC HIGH SCHOOL  
22062 Antonio Parkway  
Rancho Santa Margarita, CA 92688  
Attn: Raymond R. Dunne, Principal

15.0 NON WAIVER. The failure of DISTRICT or SMCHS to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

16.0 SEVERABILITY. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

17.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

18.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the Parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both Parties to the AGREEMENT.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT:  
CAPISTRANO UNIFIED SCHOOL  
DISTRICT

SMCHS:  
SANTA MARGARITA CATHOLIC  
HIGH SCHOOL

BY: 

BY: 

PRINT NAME: Mike Patton

PRINT NAME: Raymond R. Dunne

TITLE: Executive Director

TITLE: Principal

DATE: 7/2/09

DATE: 6-22-09

TAXPAYER ID#: 69-0933271

**EXTENSION OF AGREEMENT NO. I0910045**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**SANTA MARGARITA CATHOLIC HIGH SCHOOL**

**SCHOOL BUS SERVICE AGREEMENT**

This School Bus Service Agreement called for an original 12-month contract covering the period June 8, 2009 through June 7, 2010, with two (2) one-year options to renew upon mutual written agreement of the Parties.

The contract with Santa Margarita Catholic High School shall be extended, covering the period June 8, 2010 through June 7, 2011.

Except as set forth in this Extension Agreement, and Board approved on June 8, 2009, all other terms of the contract remain in full force and effect.

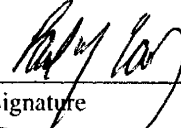
**DISTRICT**

**~~CONSULTANT~~**

**Capistrano Unified School District**

**Santa Margarita Catholic High School**

By:   
Signature

By:   
Signature

Terry Fluent

Paul M. Carey  
Print Name

Director, Purchasing

President  
Title

Date: 6/16/10

Date: 6-7-2010

**EXTENSION OF AGREEMENT NO. I0910045**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**SANTA MARGARITA CATHOLIC HIGH SCHOOL**

**SCHOOL BUS SERVICE AGREEMENT**

This School Bus Service Agreement called for an original 12-month contract covering the period June 8, 2009 through June 7, 2010, with two (2) one-year options to renew upon mutual written agreement of the Parties.

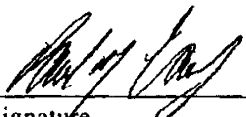
The contract with Santa Margarita Catholic High School shall be extended, covering the period June 8, 2011 through June 7, 2012. The hourly labor rate for vehicle maintenance shall be changed from \$105 an hour to \$90 an hour in article 1.2, article 1.3, article 1.4 and article 1.5

Except as set forth in this Extension Agreement, and Board approved on June 8, 2009, all other terms of the contract remain in full force and effect.

**Capistrano Unified School District**

**Santa Margarita Catholic High School**

By:   
Signature

By:   
Signature

Terry Fluent

Kelly Conley  
Print Name

Director, Purchasing

President  
Title

Date: 8/1/11

Date: 7/5/11

AMENDMENT TO SCHOOL BUS SERVICE AGREEMENT NO. 10910045

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SANTA MARGARITA CATHOLIC HIGH SCHOOL

The original School Bus Service Agreement between Capistrano Unified School District and Santa Margarita Catholic High School, called for vehicle maintenance to be performed at the rate of \$105 per hour, for the contract period of June 8, 2009 through June 7, 2010.

At renewal, the vehicle maintenance hourly rate was reduced to \$90 per hour for the contract period of June 8, 2011 through June 7, 2012.

The vehicle maintenance rate shall be returned to the original rate of \$105 per hour for the contract term of June 8, 2012 through June 7, 2013.

Except as set forth in this Amendment to Agreement, and Board approved on June 8, 2009, all other terms and conditions of the contract remain in full force and effect.

Capistrano Unified School District

Santa Margarita Catholic High School

By: J. Eluent  
Signature

By: Paul Canady  
Signature

Jerry Eluent

Paul Canady  
Print Name

Director, Purchasing

President  
Title

Date 8/27/12

Date August 7, 2012

**EXTENSION OF AGREEMENT NO. I0910045**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**SANTA MARGARITA CATHOLIC HIGH SCHOOL**

The School Bus Service Agreement No. I0910045 called for an original contract period of June 8, 2009 through June 7, 2010.

The agreement with Santa Margarita Catholic High School, shall be extended an additional 12 months, for the period June 8, 2012 through June 7, 2013, at the prices shown in the Agreement, and Board approved on May 23, 2012.

Except as set forth in this Extension Agreement, and Board approved on June 8, 2009, all other terms of the contract remain in full force and effect.

**Capistrano Unified School District**

**Santa Margarita Catholic High School**

By:   
Signature

By: \_\_\_\_\_  
Signature

Terry Fluent

\_\_\_\_\_  
Print Name

Director, Purchasing

\_\_\_\_\_  
Title

Date: 4/22/13

Date: \_\_\_\_\_

**AMENDMENT TO SCHOOL BUS SERVICE AGREEMENT NO. I09100045**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**SANTA MARGARITA CATHOLIC HIGH SCHOOL**

The original School Bus Service Agreement between Capistrano Unified School District and Santa Margarita Catholic High School, called for the District to provide maintenance and training services. Santa Margarita Catholic High School is in need of bus rental services provided by the District on an as needed basis.

Article 19.0 LEASE/RENTAL OF BUS shall be added to the Agreement.

Except as set forth in this Amendment to Agreement, and Board approved on June 8, 2009, all other terms and conditions of the contract remain in full force and effect.

**Capistrano Unified School District**

**Santa Margarita Catholic High  
School**

By: Terry Fluent  
Signature

By: \_\_\_\_\_  
Signature

Terry Fluent

\_\_\_\_\_  
Print Name

Director, Purchasing

\_\_\_\_\_  
Title

Date: 4/22/13

Date: \_\_\_\_\_

## 19.0 LEASE/RENTAL OF BUS

### I.

WITNESS: The District may lease to SANTA MARGARITA CATHOLIC HIGH SCHOOL the following described motor vehicle:

District owned school bus, on an as needed basis, at \$200.00 per day, plus fuel.

A security deposit in the amount of \$1,000 is payable upon execution of this agreement. Security deposit will be returned at the end of this contract if all items on this agreement are met. Early termination or returning the units with damage or repairs needed may forfeit all or part of the security deposit.

### II.

SMCHS agrees to the following:

1. Return the vehicle(s) to District in as good a condition as received with normal wear and tear, or
2. Retain the vehicle(s) for an additional period under the terms and conditions contained in the Agreement after having obtained Districts written consent at least one (1) day prior to the expiration of the initial retention rental period.
3. SMCHS shall notify the district of all potential drivers of the rental vehicle.
4. SMCHS shall supply appropriate license and training documentation to verify driver's qualifications.
5. All potential drivers of the vehicle shall demonstrate proficiency in the vehicle prior to taking possession of the vehicle during the rental period.

### III.

SMCHS AGREES to indemnify and hold District harmless from any liability from any personal injuries, property damage, or any other damages or injuries, which result from the use or operation of, said vehicle(s). District and SMCHS agree there is categorically no employment relationship between the District and SMCHS. SMCHS shall assume any and all loss or damages to said vehicle(s) while within the SMCHS's control and possession.

### IV.

SMCHS WILL provide at its own expense liability, collision, comprehensive, fire and theft insurance, in the amount of **\$5 million**, which shall properly cover the SMCHSs use of the rented unit. A copy of this policy or a Certificate of Insurance shall be delivered to the District at the earliest possible opportunity. Before unit is delivered, District shall be named as *additional insured* and *loss payee*. Value of the vehicle(s) is **\$126,525**.

V.

SMCHS AGREES to the following pertaining to breakdowns, repairs and upkeep. Any breakdowns or repairs which are attributed to the age of the vehicle and normal wear and tear are the responsibility of the District. Any breakdowns or repairs which are attributed to the operation, driving, misuse, or neglect are the responsibility of the SMCHS. SMCHS to keep records on a Daily Driver Check List to assure that all systems, fluid levels, etc., are being properly checked and maintained. SMCHS will maintain the above vehicle(s) hereby leased in good repair and operating condition, and will furnish at its expense all parts and supplies necessary to comply with this provision including, but not limited to, tires, tubes, fuel, lubricants, oil and anti-freeze, and further, the SMCHS shall keep said vehicle(s) properly stored. SMCHS shall be liable to District for any and all damage or depreciation caused by the negligence of the SMCHS, its officers, agents or employees, or by failure or neglect of the SMCHS, its officers, agents, and employees to care for or make repairs as needed, normal wear and tear excepted.

VI.

THIS RENTAL may be terminated in the following manner: If the SMCHS fails to perform any of the above terms, the District shall have the right to terminate this agreement by giving the SMCHS thirty (30) days written notice and SMCHS shall terminate its lease payment.

VII.

SMCHS SHALL NOT sub-lease this vehicle to any other including any auxiliary group.

This vehicle shall be housed at: \_\_\_\_\_



**Addendum No. 4 to  
Automated Teller Machine Service Agreement  
Between  
Capistrano School District and  
SchoolsFirst Federal Credit Union** *(formerly Orange County Teachers Federal Credit Union)*

By their respective signatures below, Capistrano School District (herein called "Customer") and SchoolsFirst Federal Credit Union (herein called "SchoolsFirst") agree to modify the following terms of the Automated Teller Machine Service Agreement dated May 5, 2004, and/or incorporate the following terms into the Automated Teller Machine Service Agreement (herein called "Agreement"):

1. Section 2.0– Term is hereby amended as follows:

Subject to the termination set forth in the Agreement, the parties hereby renew the Agreement for a period of three (3) years (herein called a "Renewal Term"). The effective date for this renewal shall be May 1, 2013. Subsequent renewals of this Agreement, (each a "Subsequent Renewal Term") shall be upon mutual written consent of the parties hereto.

2. Section 7.0– Utilities is deleted and replaced with:

SchoolsFirst FCU shall pay all telephone charges for telephone lines involved in operating the ATMs and all other telecommunication expenses resulting from operation of the ATMs, including, without limitation, payment of all line fees and charges. Customer shall furnish all lighting, air conditioning, heat, and electricity for each site. SchoolsFirst shall pay Customer a one hundred dollar (\$100.00) monthly utility credit. Charges for such services in excess of the \$100 are the responsibility of Customer. Customer will use due diligence, at no cost or liability to SchoolsFirst FCU, to obtain conformance with this paragraph. If for any reason any utility services are disconnected or suspended, SchoolsFirst FCU shall not be entitled to any reimbursement, compensation, damages or abatement of any fees payable by SchoolsFirst FCU hereunder because of such discontinuance or suspension, nor shall Customer be liable to SchoolsFirst FCU for any interruption of its operations occasioned by such suspension or discontinuance or by any other means beyond Customer's reasonable control.

3. Section 18.0 – Notices is hereby amended as follows:

**Capistrano Unified School District**

**SchoolsFirst Federal Credit Union Mailing  
Address:**

33122 Valle Road  
San Juan Capistrano, CA 92675  
ATTN: Terry Fluent  
Director, Purchasing  
949-234-9436 - Office  
[tfluent@capousd.org](mailto:tfluent@capousd.org)

PO Box 11547  
Santa Ana, CA 92711  
ATTN: Krista Burrell  
Manager  
714.466.8296  
[kburrell@schoolsfirstfcu.org](mailto:kburrell@schoolsfirstfcu.org)

4. Exhibit A – ATM Site Locations is hereby amended as follows:

32972 Calle Perfecto, San Juan Capistrano, CA 92675 is hereby deleted:

2 Liberty, Aliso Viejo, CA 92656-3829 is hereby added

Except as expressly stated above, the terms of the Agreement remain in full force and effect. This Addendum together with the Agreement and any applicable Addenda shall be the complete and exclusive statement of the arrangement between the parties as to the subject matter of the Agreement, and shall be binding upon each of the parties hereto, their respective successors and to the extent permitted their assigns. Neither this Addendum nor the Agreement can be amended or otherwise modified, except as agreed to in writing by each of the parties hereto.

This Addendum shall become effective stated above in this Addendum.

**Capistrano School District**

**SchoolsFirst Federal Credit Union**

Signature

Terry Fluent

Print Name

Directory, Purchasing

Title

Date

Signature

Nubia Carrillo

Print Name

VP, Payment Services

Title

Date



**We Put Educators First.**

**MASTER AUTOMATED TELLER MACHINE SITE LICENSE AGREEMENT**

This Master ATM Site Agreement ("Agreement") is effective this 5th day of May 2004 ("Effective Date") and is entered into by and between Orange County Teachers Federal Credit Union, (herein called "OCTFCU"), with a principal place of business at 2115 North Broadway, Santa Ana, California 92711 and Capistrano Unified School District, (herein called "Customer"), with a principle place of business at 32972 Calle Perfecto, San Juan Capistrano, California 92675.

**RECITALS**

WHEREAS, Both Parties desire to locate and maintain Automated Teller Machines (herein called "ATMs"), in all of the Facilities owned or leased by Customer listed on Exhibit A attached hereto and made part hereof, (collectively, the "Facilities"). For purposes of this Agreement, ATMs shall include all devices functionally equivalent to an ATM whether they are referred to by their manufacturers as customer bank communication terminals, remote service units or otherwise; however, ATMs shall not include any machines which sell merchandise or perform transactions of a nature other than financial transactions; and

WHEREAS, OCTFCU is specially trained, experienced and competent to provide, install, and maintain an ATM on Customer's facilities, and participates in networks of financial institutions for the provision of electronic funds transfer services (an "EFT System").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and adequacy of which are acknowledged, the Parties to this Agreement do hereby agree as follows:

**1.0 License.**

Subject to the terms and conditions set forth in this Agreement (i) Customer grants OCTFCU the exclusive license to install and operate one (1) ATM in each of the Facilities in the Approved Location (defined in 4.0), and (ii) OCTFCU agrees to install and operate an ATM in each of the Facilities in the Approved Location. Notwithstanding anything to the contrary in this Agreement, in no event shall OCTFCU have the right or obligation to operate an ATM in any Facility prior to the time such Facility is first open for business to the public.

**2.0 Term.**

This Agreement shall be in full force and effect for a period of two (2) years commencing on the Effective Date, (herein called "Initial Term"), subject to termination as hereinafter set forth. Renewal of this Agreement, (each, a "Renewal Term"), shall be upon mutual written consent of the Parties hereto. In the event that the Agreement is not renewed, Customer shall surrender possession of the ATM and all related equipment (the "ATM System") in good order and condition, reasonable wear and tear by use and damage by elements as expected. OCTFCU, at its sole cost and expense, shall remove the ATM System and return Customer's facilities to the condition to be mutually agreed upon between the Parties.

2.1 OCTFCU will remove the ATM System, and return the Customer's property to its original condition if Customer's site is sold before the end of the Agreement. In the event of such sale, Customer shall pay all expenses of removing the ATM and all related signage and improvements, and all costs of repairing damage caused by such removal.

**3.0 Installation.**

3.1 OCTFCU shall, as soon as reasonably possible after the Effective Date and at its sole expense, perform all acts necessary to install, operate, maintain and secure the ATMs in all of the Facilities in the Approved Locations, including, without limitation, site preparation, power installation and data line installation.

3.2 In connection therewith, OCTFCU shall, at its sole expense, obtain all permits and approvals required by governmental authorities for the installation and operation of the ATMs in the Facilities and for all other work or activities OCTFCU is required to perform or conduct under the terms of this Agreement, excluding, however, any permits and approvals required for the power installation

for each ATM (collectively, "Permits"). In no event shall OCTFCU install or operate an ATM in any Facility without first having obtained all necessary Permits for such Facility. OCTFCU represents, warrants and covenants that it has previously filed or will, as soon as reasonably possible after the Effective Date, file the necessary applications for such Permits and diligently pursue issuance of same.

- 3.3 In the event that OCTFCU cannot obtain the necessary Permits with respect to any Facility within three (3) months after the Effective Date ("Approval Period"), either Party may, at any time after such Approval Period, terminate this Agreement with respect to such Facility upon thirty (30) days' written notice to the other Party provided, however, that such termination shall be ineffective and void if during said thirty (30) day period OCTFCU obtains the necessary Permits for such Facility.
- 3.4 OCTFCU shall give Customer written notice of the date of installation and commencement of operation of the ATM in a Facility, which notice must be signed by Customer and sent to Customer at the address specified in Paragraph 18.0 below within ten (10) days after the ATM is first installed (and is operational) in the Facility. The ATM shall be and remain the sole property of OCTFCU.

#### 4.0 **Location.**

- 4.1 Customer and OCTFCU shall mutually agree, in writing, upon the location of the ATM within each Facility ("Approved Location") as well as the layout and décor of the ATM. Should the Parties, despite the exercise of good faith efforts, be unable to agree on the Approved Location for the ATM within a Facility prior to the expiration of the Approval Period, either Party may, at any time after such Approval Period, terminate this Agreement with respect to such Facility upon thirty (30) days' written notice to the other Party provided, however, that such termination shall be ineffective and void if during said thirty (30) day period the Parties agree on the Approved Location for the ATM in such Facility.
- 4.2 Customer may, from time to time, in its reasonable discretion, request that the location of the ATM within a particular Facility be changed. In such event, Customer shall notify OCTFCU in writing to schedule the relocation and pay all costs associated with the relocation. Should the Parties be unable to agree upon a new location for the ATM within a particular Facility within forty five (45) days after OCTFCU's receipt of Customer's written request that the ATM location be changed, this Agreement shall terminate as to that particular Facility provided, however, that such termination shall be ineffective and void if during said forty five (45) day period the Parties agree on the new location for the ATM. In the event of any such termination, Customer shall pay all expenses of removing the ATM and all related signage and improvements, and all costs of repairing damage caused by such removal.

#### 5.0 **Signs.**

OCTFCU shall not have the right to install any interior or exterior building signs unless OCTFCU first obtains (i) Customer's prior written approval which Customer may withhold in its reasonable discretion and (ii) the prior written approval of any third parties (including, without limitation, governmental agencies) who have approval rights over the same. In connection therewith, OCTFCU acknowledges that it shall be Customer's sole responsibility to determine which, if any, third parties have approval rights over OCTFCU's proposed signage, it being understood that Customer makes no representation as to which, if any, third party approvals are necessary. OCTFCU shall pay all costs associated with the installation, operation, and maintenance of all approved signs, except electrical power costs which shall be paid by Customer.

#### 6.0 **Responsibilities.**

- 6.1 During the term of this Agreement, Customer shall be responsible, at its expense, for:
  - 6.1.1 Appointment of a representative to serve as a liaison between Customer and OCTFCU. The name of the representative shall be submitted to OCTFCU and any changes in the designation of the representative shall be immediately reported to OCTFCU in writing;
  - 6.1.2 The cost of electrical power sufficient to operate each ATM and each approved sign;
  - 6.1.3 The sole responsibility for and control and maintenance of the Facilities, including but not limited to the access area to the ATM, walkways or sidewalks on the Property within fifty (50) feet of the ATM, and the parking area;

- 6.1.4 Providing custodial services for such areas and will maintain the areas as may be reasonably necessary or required by law to promote the safety of persons on the property using the ATM System;
- 6.1.5 Reserving a minimum of one (1) parking space near the ATM for maintenance and servicing
- 6.1.6 If the ATM System is external to the Facility, Customer shall reserve an additional space near the ATM System. The parking spaces shall be reserved for, and conspicuously marked for use by persons using the ATM System, and shall be lighted adequately during hours of darkness. The parties acknowledge that the parking spaces so provided may comprise a portion of a larger parking area that is controlled by the Customer. OCTFCU shall have no responsibility for the operation or maintenance of the parking area and spaces provided;
- 6.1.7 Expeditiously reporting malfunctions to OCTFCU's central network control site;
- 6.1.8 Providing OCTFCU's maintenance personnel access at all times to the ATMs, including without limitation telephone access for local or toll free calls while servicing the ATMs;
- 6.1.9 Answering customers' questions regarding the ATMs; and
- 6.1.10 Illuminating the ATMs during the Facility's business hours.
- 6.2 During the term of this Agreement, OCTFCU or its designated agent shall be responsible for performing all necessary maintenance and service of the ATMs in order to keep the ATMs in good working condition at all times (said maintenance and service to be performed, to the extent practicable, between the hours of 8 a.m. through 9 p.m. local time each day) including, without limitation:
  - 6.2.1 Appointment of a representative to serve as a liaison between OCTFCU and Customer. The name of the representative shall be submitted to Customer and any changes in the designation of the representative shall be immediately reported to Customer in writing;
  - 6.2.2 Regularly scheduled and unscheduled emergency equipment diagnosis, servicing, repair, and maintenance, including replacement of parts;
  - 6.2.3 Maintenance of communication lines and communications' links to OCTFCU's computer and to any applicable EFT System;
  - 6.2.4 Clearing and settlement of transactions;
  - 6.2.5 Providing cash, receipts, ribbons and other supplies as required;
  - 6.2.6 Comply with all applicable Federal, State, and local laws, rules, regulations, and ordinances as it relates to the installation, operation, and maintenance of ATM System; and
  - 6.2.7 Initial training of Customer's personnel, provided, however that OCTFCU shall not be required to provide such service at a time when the Facility in which a particular ATM is located is not open.
  - 6.2.8 OCTFCU shall not subcontract or assign the performance of any of the services in this Agreement without prior written approval of Customer, except for those services required for the normal operation of an ATM System.
- 6.3 OCTFCU will use its best efforts to ensure that the ATMs are operational and available for use at all times when each Facility is open for business to the public. An ATM is operational when it is capable of performing:
  - 6.3.1 The following functions for OCTFCU's customers: (i) cash withdrawals from checking and savings, (ii) deposits to checking and savings, (iii) cash advances from credit accounts,

(iv) transfers between checking, savings, and credit accounts, and (v) balance inquiries on checking, savings, and credit accounts; and

- 6.3.2 The functions allowed by other ATM networks belonging to an EFT System in which OCTFCU is a participant.

OCTFCU will use its best efforts to ensure that no ATM shall be incapable of performing the functions described in subsections 6.3.1 and 6.3.2 above for any reason (other than reasons described in Section 27.0 hereof, Force Majeure, and for performance of standard maintenance and cash replenishment) for more than three percent (3%) of the time any Facility is open for business to the public during any three (3) month period.

7.0 **Utilities.**

OCTFCU shall pay all telephone charges for telephone lines involved in operating the ATMs and all other telecommunication expenses resulting from operation of the ATMs, including, without limitation, payment of all line fees and charges. Customer shall furnish, at its sole cost and expense, all lighting, air conditioning, heat, and electricity for each Facility. Where such services are the responsibility of a third party, Customer will use due diligence, at no cost or liability to Customer, to obtain conformance with this paragraph. If for any reason any utility services are disconnected or suspended, OCTFCU shall not be entitled to any reimbursement, compensation, damages or abatement of any fees payable by OCTFCU hereunder because of such discontinuance or suspension, nor shall Customer be liable to OCTFCU for any interruption of its operations occasioned by such suspension or discontinuance or by any other means beyond Customer's reasonable control.

8.0 **Security.**

OCTFCU acknowledges that Customer is not an insurer of the ATMs and that Customer has no obligation to provide security for the ATMs except as expressly provided herein or required by applicable law. OCTFCU hereby releases Customer from and against any Costs as defined below, which OCTFCU might sustain by virtue of a robbery or theft of the ATMs or its contents or any failure of Customer to provide security (for robbery, theft, or fire) at the Facilities. OCTFCU further agrees to indemnify, defend and hold Customer harmless for any Costs relating to a robbery or theft of the ATM or an attempted robbery or theft. The foregoing notwithstanding, OCTFCU shall not release Customer from liability nor indemnify Customer, to the extent any such Costs result from Customer's breach of this Agreement or failure to comply with applicable law.

9.0 **Personal Property; Taxes.**

All equipment and other personal property used or placed upon the ATM site by OCTFCU and each part thereof is and for all purposes shall remain OCTFCU's personal property and shall not become or be considered real property or a part of a building, regardless of whether or by what means it is or may become attached or affixed to such building, and OCTFCU may place on the ATM site a statement to this effect or any other statement OCTFCU deems necessary or desirable to disclose and protect its interest in the ATM site and in the personal property. OCTFCU shall pay during the term of this Agreement all taxes and assessments against all personal property placed in each Facility by OCTFCU pursuant to this Agreement, including, without limitation, all license fees, taxes, and other charges which may be required to be paid by any city, county, state, or federal authorities for the use, operation, or maintenance of ATMs placed on such premises.

10.0 **Indemnity.**

10.1 Customer agrees to indemnify, defend and hold harmless OCTFCU, its agents, contractors and employees from and against all liabilities, claims, damages or loss, including, without limitation, attorney fees, costs and expenses (collectively "Costs"), arising out of or resulting from:

10.1.1 Any failure by Customer to perform any of its obligations under this Agreement; or

10.1.2 Customer's negligence or willful misconduct except to the extent, if any, said Costs result from the willful misconduct or negligence of OCTFCU, its agents, contractors or employees.

10.2 Customer shall obtain and maintain a policy of commercial general liability insurance insuring Customer against claims for personal and advertising injury, bodily injury, and property damage. Such insurance shall be in an amount of not less than \$1,000,000 for personal and advertising

injury and not less than \$1,000,000 for bodily injury and property damage. Such insurance may be provided through a program of self-insurance.

- 10.3 OCTFCU agrees to indemnify, defend and hold harmless Customer, its agents, contractors and employees from and against all Costs arising out of or resulting from:

10.3.1 Any failure by OCTFCU to perform any of its obligations under this Agreement; or

OCTFCU's negligence or willful misconduct, except to the extent, if any, said Costs in subsection 10.3.1 or 10.3.2 of this Paragraph 10.3 result from the willful misconduct or negligence of Customer, its agents, contractors or employees; or

10.3.2 A claim that Customer is engaged in banking operations by virtue of this Agreement.

- 10.4 Excluded from the above provisions of indemnity shall be any claim or liability of either Party to the other for loss of damage caused by fire, earthquake, flood, or other natural casualty, strike, facilities lockout or governmental actions, or malfunctioning or tampering with the ATM System, for which neither party will be liable to the other. In the event of such fire, earthquake, flood or other natural casualty, the Parties agree that OCTFCU shall have the right to terminate this Agreement as to such Facility at any time upon notice to Customer, should Customer fail to complete reconstruction of the Facility within 180 days of such calamity. All rent shall be abated during the time OCTFCU is unable to operate the ATM System.

**11.0 Insurance.**

OCTFCU agrees to carry and maintain from the Effective Date of services until the expiration of the Initial Term or any subsequent Renewal Term of this Agreement the following insurance policies:

- 11.1 Comprehensive General Liability Insurance in an amount not less than five million dollars (\$5,000,000) per occurrence;

- 11.2 Statutory Workers' Compensation Insurance;

- 11.3 Thirty (30) day written notice to customer of cancellation or reduction in coverage.

An endorsement to said policies naming Customer and their officers, agents, and employees as additional insured's.

**12.0 Advertising.**

- 12.1 Subject to Customer approval as set forth in Paragraph 5.0 above, OCTFCU may provide and install a sign or signs, on or above each ATM that identifies it as an ATM owned by OCTFCU and, while OCTFCU is a participant in any EFT System, as an ATM available to such EFT System's cardholders. Such signs may include OCTFCU and system logos as appropriate.

- 12.2 OCTFCU will make a reasonable and good faith effort to advertise the location of the ATMs in the Facilities through means such as media advertising, direct mailings (e.g., statement stuffers) and demonstration and usage programs, as OCTFCU deems appropriate. Customer represents that it is the owner of the Facility name and logo. OCTFCU hereby agrees that it acquires no license or other interest to use Customer's marks or logos (i) to advertise or identify its business or services, or (ii) in a manner stating or implying its services or business are sponsored, endorsed, or connected with Customer.

- 12.3 Subject to Customer's prior written approval, OCTFCU shall be entitled to use the exterior portions of the ATM for the placement of sales material designed to promote OCTFCU's products and services.

- 12.4 OCTFCU may use the Customer's name solely for the purpose of advertising the location of the ATMs, provided Customer has given prior written approval of such use. Customer may use the names of OCTFCU and any EFT System in which OCTFCU may, from time to time, be a participant, provided OCTFCU has given prior written approval of each such use, for the purpose of advertising the existence and locations of the ATMs.

- 13.0 **Liens.**  
OCTFCU agrees to pay in full when due and discharge all claims for labor performed (or alleged to have been performed) and materials and services furnished (or alleged to have been furnished) in connection with the installation or operation of the ATMs so as to prevent the assertion of claims of lien against the Facilities or the land upon which the Facility is located. OCTFCU shall have the right, at its sole expense, to contest, in good faith, the validity of any such lien; provided, however, OCTFCU shall, within thirty (30) days after notice from Customer to do so, and sooner as necessary to prevent foreclosure and/or enforcement of the same, procure the release of any such lien in a manner satisfactory to Customer, whether by payment, posting of bond, obtaining an appropriate court order, or otherwise.
- 14.0 **Bonds.**  
OCTFCU shall for the term of the Agreement, bond all of its employees engaged in providing services under this Agreement. OCTFCU shall at times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in providing the services required under this Agreement. OCTFCU shall also provide identification cards, patches or badges to all employees engaged in providing services under this Agreement.
- 15.0 **Right of Exclusivity.**  
Customer shall not permit the installation of any other institution's ATM System inside or outside of the Facilities during the Initial Term or any subsequent Renewal Term of this Agreement.
- 16.0 **Not a Partnership.**  
OCTFCU shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which services required of OCTFCU by the terms of this Agreement are performed. The employees and agents of OCTFCU shall not be considered for any purposes to be employees of Customer. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between Customer and OCTFCU's agents or employees. OCTFCU assumes exclusively the responsibility for acts of its employees or agents as they relate to the services to be provided under this Agreement.
- 17.0 **Governing Law.**  
The Parties agree that this Agreement shall be construed and enforced in accordance with the laws of the State of California, through California State courts with venue in Orange County, California.
- 18.0 **Notices.**  
All notices or demand to be given under this Agreement by either Party to the other, shall be in writing and given either by: (i) personal services; or (ii) by U.S. Postal Mail, mailed either by registered or certified mail, return receipt requested with postage prepaid. Notice shall be considered given and received if personally served or, if mailed on the third (3<sup>rd</sup>) day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this section.
- At the commencement date of this Agreement the address of the Parties are as follows:
- |  |   |
|--|---|
| <b>OCTFCU Mailing Address:</b><br>Orange County Teachers FCU<br>P.O. Box 11547<br>Santa Ana, CA 92711<br>ATTN: Dave Hanighen<br>714.466.8116 | <b>Customer Mailing Address:</b><br>Capistrano Unified School District<br>32972 Calle Perfecto<br>San Juan Capistrano, CA 92675<br>ATTN: Daniel J. Crawford<br>949.489.7223 |
|--|---|
- 19.0 **Waiver.**  
The waiver by either party of any covenant or obligation contained herein shall not be considered to be a waiver of any subsequent breach of the same or any other covenant or obligation, nor shall such waiver affect or prejudice the Party's rights or remedies hereunder with regard to any subsequent breaches.
- 20.0 **Termination/Expiration.**  
In the event either Party exercises any right it has hereunder to terminate this Agreement as to one or more of the Facilities or in the event this Agreement otherwise terminates as to one or more Facilities, or in the event the Parties mutually agree to add any Facilities, beyond those Facilities listed on Exhibit A attached hereto, to the scope of this Agreement, both Parties shall, upon the request of the other Party, execute an amendment to this Agreement substituting a revised and current Exhibit A which omits the terminated



Facilities or lists the additional Facilities, as the case may be. Within thirty (30) days after the expiration or earlier termination of this Agreement (as to one or more Facilities), OCTFCU shall, at its sole expense (except as otherwise provided herein), remove from each Facility with respect to which the Agreement has terminated or expired all ATMs and trade fixtures related thereto and shall fully repair any damages caused hereby so as to restore the affected area to its condition as it existed prior to the placement of an ATM therein, ordinary wear and tear excepted. If OCTFCU fails to remove all ATM machines and related trade fixtures within said thirty (30) day period, the ATM machines and related trade fixtures may be removed and stored by Customer at OCTFCU's sole cost and expense.

**21.0 Holding Over.**

After the termination of this Agreement any holding over by OCTFCU without the consent of Customer will create a tenancy at will, which shall be terminable at any time by Customer upon written notice to OCTFCU.

**22.0 Condemnation/Damage and Destruction.**

In the event of a taking by eminent domain of any part of the Facility or the premises of which it is a part, or of any damage to or destruction of a Facility, either Party may terminate this Agreement with respect to such Facility by delivery of written notice to the other Party at any time within thirty (30) days of the date (i) title vests pursuant to the taking (in the case of condemnation) or any transfer in lieu thereof, or (ii) the date of the damage or destruction. In the event any taking by condemnation, or any transfer in lieu thereof, of all or any part of a Facility, OCTFCU shall not be entitled to any of the award for such taking or transfer. In no event shall OCTFCU be entitled to receive any insurance proceeds, which are received by Customer (or to which Customer is entitled) in the event of damage or destruction to, or condemnation of, any of the Facilities.

**23.0 Default.**

**23.1** In the event OCTFCU is in default in the performance of any obligations to be performed by OCTFCU pursuant to this Agreement, and if said default continues uncured for a period of twenty (20) days, after the delivery to the defaulting Party of written notice of such default, Customer may:

**23.1.1** Declare this Agreement terminated (with respect to any or all of the Facilities), and/or

**23.1.2** Pursue all remedies permitted by law.

In the event Customer is in default in the performance of any obligations to be performed by Customer pursuant to this Agreement, and if said default continues uncured for a period of twenty (20) days after delivery to Customer of written notice of such default, OCTFCU may:

**23.1.3** Declare this Agreement terminated as to any or all of the Facilities, and/or

**23.1.4** Pursue all remedies permitted by law.

In the event either Party initiates legal proceedings to enforce any of the terms of this Agreement, the prevailing Party shall recover its costs of suit, including reasonable attorneys' fees at trial and on any appeal as fixed by the court, from the other Party.

**24.0 Assignment.**

OCTFCU may not assign or transfer its rights under this Agreement unless such assignment is to a subsidiary or affiliate of OCTFCU, or to any surviving entity into which OCTFCU is merged or reorganized. Any other such assignment shall require mutual consent, in writing, from both Parties.

**25.0 Compliance with Law.**

OCTFCU shall at all times comply with all requirements, laws, rules, regulations and ordinances applicable to the operation of the ATMs in the Facilities and shall not conduct or permit to be conducted any unlawful business in the Facilities nor shall OCTFCU use the ATMs or exercise its rights hereunder for any unlawful business or purpose. The Parties agree that if any ATMs must be made inoperable because of legislative, judicial or administrative law, rule or order or other governmental action which, in the reasonable opinion of OCTFCU or Customer makes this Agreement illegal or creates a reasonable doubt of the legality of this Agreement or the placement and operation of the ATMs hereunder, or makes the continued operations of the ATMs unprofitable or undesirable, either Party may, upon thirty (30) days' prior written notice to the other Party, terminate this Agreement as to the Facilities affected by such laws.

- 26.0 **Facility Closing.**  
OCTFCU expressly acknowledges and agrees that notwithstanding anything to the contrary in this Agreement, Customer shall have the right, at any time, to temporarily or permanently close any of the Facilities (and discontinue Customer's business in the Facilities), for any reason whatsoever in its sole and absolute discretion, without liability or further obligation to OCTFCU. Customer agrees to give OCTFCU thirty (30) days' prior written notice of such closure ("Closure Notice"). The Closure Notice shall specify whether the Facility closure is anticipated to be temporary (which for purposes of this Agreement is less than three (3) months) or permanent (which for the purpose of this Agreement is three (3) months or more); however, OCTFCU acknowledges and agrees that, notwithstanding a statement by Customer that the Facility closure is temporary, Customer shall have the right at any time to notify OCTFCU that such closure is permanent. If the Facility closure is permanent, this Agreement shall terminate as to the closed Facility as of the date of cessation of Customer's business therein. If the Facility closure is temporary, this Agreement shall continue in full force and effect and OCTFCU shall, during the period of Facility closure, be relieved from obligation to operate the ATM in the Facility.
- 27.0 **Force Majeure.**  
The Parties shall be excused from the performance of any obligation imposed herein for any period and to the extent that a Party is prevented from performing such obligation, in whole or in part, as a result of delays caused by the other Party or third parties, an act of God, fire, strike, loss of transportation, facilities lockout, or commandeering of materials, products, plants, or facilities by the Government, war, civil disturbance, court order, or other cause (other than financial) beyond its reasonable control, including failures of fluctuations in electrical power, heat, light, air-conditioning, or telecommunications equipment, and such performance will not be a default hereunder or a ground for termination of this Agreement.
- 28.0 **Modification.**  
Except as specifically provided herein, this Agreement may not be modified without the prior written consent of both Parties.
- 29.0 **Severability.**  
The invalidation of any of the covenants, conditions, restrictions or other provisions contained herein, or of the application thereof to any person or entity by judgment or court order, shall in no way affect any of the other covenants, conditions, restrictions or other provision hereof, or the application thereof to any other person or entity, and those covenants, conditions, restrictions or provisions not invalidated shall remain in full force and effect.
- 30.0 **Confidentiality.**
- 30.1 Confidential Information shall mean nonpublic information that a party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, (i) any trade secrets relating to either party's product plans, research and development, or know-how; (ii) any information that the disclosing parties identify as being proprietary and/or confidential; (iii) the terms and conditions of this Agreement, including financial transaction volumes. "Confidential Information" shall not include information that: (i) is or becomes generally known or available by publication, commercial use or otherwise through no fault of the receiving party; (ii) is known and has been reduced to tangible form by the receiving party at the time of disclosure and is not subject to restriction; (iii) is independently developed or learned by the receiving party; (iv) is lawfully obtained from a third party that has the right to make such disclosure; or (v) is made generally available by the disclosing party without restriction or disclosure.
- 30.2 Each party shall protect the other's Confidential Information from unauthorized dissemination and use with the same degree of care that such party uses to protect its own like information, but in no event shall either party use less than reasonable care in protecting the other's Confidential Information. Neither party will use the other's Confidential Information for the purposes other than those contemplated by this Agreement, or disclose such information to any third parties, except in furtherance of the purposes of this Agreement, or as otherwise required or permitted by law. Each party shall limit access by its employees and agents to the other party's Confidential Information to only those who require such access on performing their duties hereunder, and shall further restrict such access to only such of the Confidential Information as may be required by such persons to perform such duties. Except as expressly provided in this Agreement, no ownership or license rights is granted in any Confidential Information.

31.0 **Warranties of Authority.**

Customer and OCTFCU each warrant and represent to the other that the execution and delivery of this Agreement and any related documents and the performance of the provisions hereof have been duly authorized by all necessary corporate action on its part, and that this Agreement has been duly and validly executed and delivered by it and constitutes a valid and legally binding agreement, enforceable against it in accordance with its terms.

32.0 **Facility Operations.**

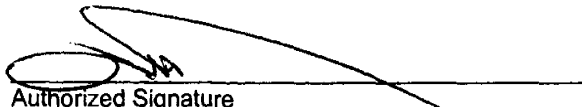
No provision of this Agreement shall be interpreted to restrict or prevent Customer from opening, closing, selling, purchasing, remodeling, rearranging or taking any other action with respect to the ownership or operation of its Facilities and OCTFCU expressly acknowledges and agrees that this Agreement is subject to Customer's right to engage in the same.

33.0 **Entire Agreement.**

This Agreement contains the entire agreement between Customer and OCTFCU regarding the services and any agreement hereafter made shall be ineffective to modify this Agreement in whole or in part unless such agreement is embodied in an amendment to this Agreement which has been signed by both Parties. This Agreement supercedes all prior negotiations, understandings, representations, and Agreements.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

**ORANGE COUNTY TEACHERS  
FEDERAL CREDIT UNION**

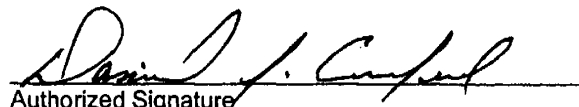
  
Authorized Signature

David G. Hanighen  
Printed name

Vice President, Information Services  
Title

May 5, 2004  
Date

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

  
Authorized Signature

Daniel J. Crawford  
Printed Name

Associate Superintendent  
Title

May 6, 2004  
Date

**Exhibit A**  
**ATM Site Locations**

<b>Location Name</b>	<b>Location Address</b>	<b>Location City</b>	<b>Location State</b>	<b>Location Zip Code</b>
Capistrano USD	32972 Calle Perfecto	San Juan Capistrano	CA	92675

**Addendum No. 2 to  
ATM Service Agreement  
Between  
Capistrano Unified School District and  
Orange County Teachers Federal Credit Union**

By their respective signatures below, Capistrano Unified School District (herein called "Customer") and Orange County Teachers Federal Credit Union (herein called "OCTFCU") agree to modify the following terms of the ATM Site License Agreement dated May 5, 2004, and/or incorporate the following terms into the ATM Site License Agreement (herein called "Agreement"):

1. **Section 2.0** is hereby amended as follows:

Subject to the termination set forth in the Agreement, the parties hereby renew the Agreement for a period of one (1) year, (herein called a "Renewal Term") from the expiration of the Initial Term, such date being May 4, 2006. Subsequent Renewal of this Agreement, (each a "Subsequent Renewal") shall be upon mutual written consent of the Parties hereto.

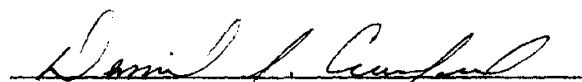
2. **Section 18.0** is hereby amended as follows:

**OCTFCU Mailing Address:**  
Orange County Teachers FCU  
PO Box 11547  
Santa Ana, CA 92711  
Attn: Sean Hardeman

Except as expressly stated above, the terms of the Agreement remain in full force and effect. This Addendum together with the Agreement shall be the complete and exclusive statement of the arrangement between the parties as to the subject matter of the Agreement, and shall be binding upon each of the parties hereto, their respective successors and to the extent permitted their assigns. Neither this Addendum nor the Agreement can be amended or otherwise modified, except as agreed to in writing by each of the parties hereto.

This Addendum shall become effective on the date the second of the two parties executes this Addendum below.

**Capistrano Unified School District**

  
Signature

Daniel J. Crawford

Print Name


Deputy

Associate Superintendent

Title

Date 3/16/06

**Orange County Teachers  
Federal Credit Union**

  
Signature

Alayne Charlton

Print Name

SVP, Member Service Delivery

Title

Date 3/16/06

**Addendum No. 3 to Automated Teller Machine Site License and Service Agreement  
Between  
Capistrano Unified School District and  
Orange County Teachers Federal Credit Union**

By their respective signatures below, Capistrano Unified School District (herein called "Customer") and Orange County Teachers Federal Credit Union (herein called "OCTFCU") agree to modify the following terms of the ATM Site License and Service Agreement dated May 5, 2004, and/or incorporate the following terms into the ATM Site License and Service Agreement (herein called "Agreement"):

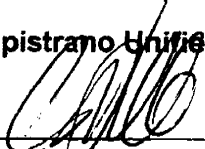
**1. Section 2.0 - Term** is hereby amended as follows:

Subject to the termination set forth in the Agreement, the parties hereby renew the Agreement for a period of two (2) years, (herein called a "Renewal Term") from the expiration of the Initial Term, such date being May 4, 2007. Subsequent Renewal of this Agreement, (each a "Subsequent Renewal") shall be upon mutual written consent of the Parties hereto.


Except as expressly stated above, the terms of the Agreement remain in full force and effect. This Addendum together with the Agreement and any applicable Addenda shall be the complete and exclusive statement of the arrangement between the parties as to the subject matter of the Agreement, and shall be binding upon each of the parties hereto, their respective successors and to the extent permitted their assigns. Neither this Addendum nor the Agreement can be amended or otherwise modified, except as agreed to in writing by each of the parties hereto.

This Addendum shall become effective on the date the second of the two parties executes this Addendum below.

**Capistrano Unified School District**

  
\_\_\_\_\_  
Signature  
Eric J. Hall  
\_\_\_\_\_  
Print Name  
Interim Deputy Superintendent  
\_\_\_\_\_  
Title  
3/19/07  
\_\_\_\_\_  
Date

**Orange County Teachers FCU**

  
\_\_\_\_\_  
Signature  
Sean Hardeman  
\_\_\_\_\_  
Print Name  
V.P., Automated Services  
\_\_\_\_\_  
Title  
2/1/2007  
\_\_\_\_\_  
Date

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

May 8, 2014

**HOME-TO-SCHOOL TRANSPORTATION FEE INCREASE**

---

**BACKGROUND INFORMATION**

The District has provided home-to-school regular education transportation since unification in 1965. On March 16, 1992, the California Supreme Court in the decision of Arcadia Unified School District versus the State Department of Education affirmed an earlier lower court decision allowing local school districts to charge a fee for home-to-school bus service. Since 1992, the District has collected transportation fees from riders who do not qualify for free transportation. The fees collected do not cover the full cost of student transportation.

Transportation fees are regulated by Education Code §39807.5. The Code requires the Superintendent of Public Instruction to establish the maximum allowable fee for pupil transportation. Current fees allowed by Education Code §39807.5 are \$8.82 per day (or \$1588 annually) for regular education home-to-school transportation. The District's current fee is \$2.68 per day. An increase to \$3.22 per day would increase the annual bus-pass fee to \$575.

**CURRENT CONSIDERATIONS**

This agenda item requests Board approval of an increase in fees charged for home-to-school bus service.

The cost for transportation is not fully funded by the state, and the only other source of revenue is bus pass fees.

**FINANCIAL IMPLICATIONS**

Current fees for transportation remain well below the level allowed by the state. To date, for the 2012-2013 school year, bus pass sales generated \$437,771 in revenues. With a 20 percent increase in fees, based on the current school year, bus pass sales would generate an additional \$87,554 bringing the total to be collected to \$525,325. The current contribution from the unrestricted fund to transportation is \$461,418. Raising bus pass fees will offset a significant portion of this cost.

**STAFF RECOMMENDATION**

It is recommended that the Board of Trustees approve an increase of 20 percent to the home-to-school regular education transportation fee structure.





CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 8, 2013  
Classified Employees

**ACCEPT RESIGNATIONS/TERMINATIONS**

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Alikhani, Farahnaz	Sub Inst Asst	District Initiated	02/07/2009	05/01/2013
2. Arzate, Marie	Sub Student Supvr	District Initiated	03/13/2007	05/01/2013
3. Asp, Heike	FS Worker	Personal	04/26/2012	04/30/2013
4. Astrella, Sherry	Student Supvr	Voluntary	09/08/2009	06/21/2012
5. Atkinson, Marjorie	Sub IF-Sp Ed	District Initiated	07/01/2004	05/01/2013
6. Azari, Nasrin	Sub Student Supvr	District Initiated	10/04/2008	05/01/2013
7. Bautista, Xiomara	Sub Student Supvr	District Initiated	11/02/2007	05/01/2013
8. Borosky, Sarah	Sub IF-Sp Ed	District Initiated	01/03/2010	04/22/2013
9. Cooper, Jessica	Sub IF-Sp Ed	Personal	10/17/2005	04/25/2013
10. Crane, Micaela	Sub Clerk	District Initiated	10/02/2010	05/01/2013
11. Dehn, Kelly	Sub FS Worker	District Initiated	04/30/2008	05/01/2013
12. Dill, Shari	Sub HS Campus Supvr	District Initiated	09/17/2010	05/01/2013
13. Donaldson, Andrew	ASB Worker	District Initiated	11/01/2004	06/30/2011
14. Drust, Amy	ASB Worker	District Initiated	03/31/2010	05/14/2010
15. East, Janet	Sub FS Worker	District Initiated	02/11/2008	05/01/2013
16. Eichten, Chad	ASB Worker	District Initiated	08/18/2009	06/16/2010
17. Elwood, Julie	Sub Student Supvr	District Initiated	09/08/2010	05/01/2013
18. Encarnacao, Jennifer	Sub Student Supvr	District Initiated	07/07/2012	05/01/2013
19. Espejo Niebres, Denielle	ASB Worker	District Initiated	09/03/2010	11/12/2010
20. Estupinan, Shannon	Student Supvr	Voluntary	12/17/2008	04/30/2013
21. Fetty, Alexa	ASB Worker	District Initiated	09/08/2010	06/30/2011
22. Finnerty, Brendan	ASB Worker	District Initiated	02/08/2010	05/07/2010
23. Garcia, Olga	Sub BIngl Inst Asst	District Initiated	02/28/2011	05/01/2013
24. Garman, Mark	ASB Worker	District Initiated	08/11/2010	06/30/2011
25. Garrett, Chad	ASB Worker	District Initiated	09/03/2010	11/12/2010
26. Golyer, Denise	Sub Student Supvr	District Initiated	03/16/2010	05/01/2013
27. Govea, Sandra	Sub Inst Asst-Presch	District Initiated	09/02/2008	05/01/2013
28. Greenwood, Jay	ASB Worker	District Initiated	11/23/2009	02/11/2011
29. Hall, Scott	ASB Worker	District Initiated	11/22/2010	02/11/2011
30. Hall, Seth	ASB Worker	District Initiated	08/01/2010	09/30/2010
31. Harp, Terrence	ASB Worker	District Initiated	09/03/2010	11/12/2010
32. Hewitt, Bryce	ASB Worker	District Initiated	02/27/2010	05/07/2010
33. Hubbard, Jessika	Sub Student Supvr	District Initiated	02/22/2000	04/22/2013
34. Huntley, Robert	ASB Worker	District Initiated	08/31/2009	11/05/2010
35. Inouye, Kathryn	Sub Student Supvr	District Initiated	12/12/2007	05/01/2013
36. Jackson, James	ASB Worker	District Initiated	11/22/2010	02/11/2011
37. Jacobs, Phillip	ASB Worker	District Initiated	08/20/2007	11/12/2010
38. Jacoby, Michael	Sub Custodian	District Initiated	04/14/2011	05/01/2013
39. James, Kimberly	ASB Worker	District Initiated	11/08/2010	02/11/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 8, 2013  
Classified Employees

**ACCEPT RESIGNATIONS/TERMINATIONS (Cont.)**

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
40. Kasala, Craig	ASB Worker	District Initiated	08/10/2009	05/14/2010
41. Kearney, James	ASB Worker	District Initiated	07/01/2006	11/12/2010
42. Kudza, Sandra	Sub Health Asst	District Initiated	08/30/2012	04/25/2013
43. Kuzmic, Timothy	ASB Worker	District Initiated	08/23/2010	11/05/2010
44. Kyne, Terrence	Student Supvr	Voluntary	11/16/2012	01/30/2013
45. Laws, Kuok	Sub Inst Asst-Sp Ed	District Initiated	05/14/2010	05/01/2013
46. Lawson, Charles	ASB Worker	District Initiated	09/01/2010	11/12/2010
47. Levin, Ana	Inst Asst-Presch	Retirement	01/06/2003	06/20/2013
48. Luxon, Nancy	ASB Worker	District Initiated	09/01/2009	12/01/2009
49. Ly, Vivian	ASB Worker	District Initiated	10/01/2009	06/20/2010
50. Lynn, Alex	Walk on Coach	District Initiated	11/08/2010	02/28/2011
51. Macarewich	ASB Worker	District Initiated	02/27/2010	05/14/2010
52. Makishima, Allen	ASB Worker	District Initiated	07/05/2010	07/09/2010
53. Malfavon, Gloria	Sub FS Worker	District Initiated	10/01/2010	05/01/2013
54. Mallon, Erin	ASB Worker	District Initiated	08/10/2009	11/06/2009
55. Marron Jr., John	ASB Worker	District Initiated	08/01/2009	06/23/2010
56. Martin, Ryan	ASB Worker	District Initiated	11/30/2009	02/12/2010
57. Mason, Brian	ASB Worker	District Initiated	11/09/2009	02/12/2011
58. Mathiesen, Timothy	ASB Worker	District Initiated	07/05/2010	07/09/2010
59. McCarthy, Crawford	ASB Worker	District Initiated	02/15/2010	05/06/2011
60. McDaniel, Dylan	ASB Worker	District Initiated	11/08/2010	02/11/2011
61. McGuire, Mike	Walk on Coach	District Initiated	08/25/1997	11/11/2011
62. McKenna, Dwight	ASB Worker	District Initiated	07/01/2005	11/12/2010
63. Meastas, Brock	ASB Worker	District Initiated	02/15/2010	05/14/2010
64. Menosky, Stephen	ASB Worker	District Initiated	08/18/2009	11/13/2009
65. Meussner III, Harry	ASB Worker	District Initiated	11/08/2010	02/11/2011
66. Milich, Thomas	ASB Worker	District Initiated	11/16/2003	02/12/2010
67. Miller, Justin	ASB Worker	District Initiated	11/08/2010	02/11/2011
68. Mizokami, Sylvia	Sub Student Supvr	District Initiated	09/01/2009	05/01/2013
69. Montgomery, Patrick	Sub Inst Asst-Sp Ed	District Initiated	10/04/2010	05/01/2013
70. Moore, Monica	Student Supvr	Voluntary	09/26/2012	04/23/2013
71. Morales, Yukie	Sub Inst Asst	District Initiated	09/11/2007	05/01/2013
72. Moriarty, Leslie	Sub Clerk	District Initiated	02/01/2006	05/01/2013
73. Mouleart, Vince	ASB Worker	District Initiated	07/01/2005	11/12/2010
74. Nauta, Naomi	ASB Worker	District Initiated	08/01/2009	06/23/2010
75. Navarro, Catherine	Sub FS Worker	District Initiated	09/22/2010	05/01/2013
76. Neilson, Tania	ASB Worker	District Initiated	09/01/2009	12/01/2009
77. Nicolini, Jeffrey	ASB Worker	District Initiated	02/01/2009	05/15/2009
78. Nolan IV, William	ASB Worker	District Initiated	12/01/2010	02/14/2011
79. Nordberg, Colby	ASB Worker	District Initiated	09/08/2009	06/23/2010

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 8, 2013  
Classified Employees

**ACCEPT RESIGNATIONS/TERMINATIONS (Cont.)**

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
80. O'Brien, Kyle	ASB Worker	District Initiated	11/16/2009	02/09/2010
81. Ohanian, Diane	Student Supvr Noon Aide	Voluntary	03/08/1990	06/11/2013
82. Paulson, Kelly	Sub Clerk	District Initiated	09/02/2009	05/01/2013
83. Pendleton, Patricia	Sub Student Supvr	District Initiated	04/08/2010	05/01/2013
84. Perez, Chelsea	ASB Worker	District Initiated	02/27/2010	05/14/2010
85. Perez, Virginia	Supvr IV, Early Childhood Program	Retirement	09/19/1996	07/31/2013
86. Petri Jr., Robert	ASB Worker	District Initiated	11/14/2009	06/21/2010
87. Phillips, William	ASB Worker	District Initiated	09/08/2009	06/20/2010
88. Ploof, Bryan	ASB Worker	District Initiated	11/01/2009	06/30/2010
89. Poitevin, Joshua	ASB Worker	District Initiated	05/18/2010	06/18/2010
90. Pourazari, Bijan	ASB Worker	District Initiated	11/30/2009	02/12/2010
91. Price III, William	ASB Worker	District Initiated	08/01/2010	11/30/2010
92. Rashtian, Kathy	Sub Student Supvr	District Initiated	01/12/2011	05/01/2013
93. Reda, Kenneth	ASB Worker	District Initiated	08/17/2009	11/13/2009
94. Renz, Grace	Sub FS Worker	District Initiated	09/08/2009	05/01/2013
95. Rettino, Erin	ASB Worker	District Initiated	03/01/2005	06/30/2012
96. Reynolds, Irma	ASB Worker	District Initiated	11/01/2009	06/15/2010
97. Rivera, Emily	Sub Student Supvr	District Initiated	09/29/2010	05/01/2013
98. Roddy, Paige	ASB Worker	District Initiated	09/01/2010	11/01/2010
99. Romero, Ellen	Sr Staff Secretary-FS	Retirement	09/21/1987	06/30/2013
100. Rowden, Carrie	ASB Worker	District Initiated	02/26/2011	05/06/2011
101. Salcines, Kristianne	ASB Worker	District Initiated	11/01/2009	05/31/2011
102. Schmitz, Berenika	ASB Worker	District Initiated	10/11/2009	06/30/2011
103. Scott, H.R.	Walk on Coach	District Initiated	09/08/2010	11/12/2010
104. Sells, Cathleen	Sub Student Supvr	District Initiated	02/03/2010	05/01/2013
105. Seyhun, Melisa	ASB Worker	District Initiated	11/08/2010	02/11/2011
106. Shetley, Jean	Sub Student Supvr	District Initiated	08/20/2012	04/22/2013
107. Simmons, Katherine	ASB Worker	District Initiated	01/18/2011	06/30/2012
108. Steen, Rebecca	ASB Worker	District Initiated	11/30/2009	02/11/2011
109. Stevenson, Rachel	ASB Worker	District Initiated	05/31/2005	06/30/2010
110. Stewart, Heather	ASB Worker	District Initiated	11/23/2009	11/19/2010
111. Sunay, Sean	ASB Worker	District Initiated	12/01/2009	11/12/2010
112. Tadman, Nicole	Sub IBI Asst/Tutor	District Initiated	04/19/2011	04/22/2013
113. Tanner, Rita	Sub Inst Asst	District Initiated	02/01/2006	05/01/2013
114. Tayenaka, Daniel	ASB Worker	District Initiated	09/08/2010	11/12/2010
115. Taylor, Scott	ASB Worker	District Initiated	11/14/2009	02/11/2011
116. Theer, Colton	ASB Worker	District Initiated	02/08/2010	05/07/2010
117. Tiboni, Christopher	Sub Sch Bus Driver	District Initiated	08/30/2007	05/01/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 8, 2013  
Classified Employees

**ACCEPT RESIGNATIONS/TERMINATIONS (Cont.)**

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
118. Torrea, Shane	ASB Worker	District Initiated	02/12/2007	05/07/2010
119. Trainor, Lechimi	Sub IF-Sp Ed	District Initiated	02/16/2011	05/01/2013
120. Vazquez, Edgar	ASB Worker	District Initiated	11/22/2010	02/11/2011
121. Wahl, Morgan	ASB Worker	District Initiated	07/01/2010	01/07/2011
122. Ward, Margaret	Sub Confidential Secretary	District Initiated	09/16/1996	05/01/2013
123. Weiler, Kevin	ASB Worker	District Initiated	11/22/2010	02/11/2011
124. Williams, Lola	Sub Student Supvr	District Initiated	09/06/2001	05/01/2013
125. Wodiski, Brianna	ASB Worker	District Initiated	08/18/2009	06/30/2010
126. Wohlfarth, Megan	ASB Worker	District Initiated	11/15/2010	02/12/2011
127. Wood, Robert	ASB Worker	District Initiated	09/02/2010	11/05/2010
128. Yamamoto, Kenny	Walk on Coach	District Initiated	09/07/2009	05/14/2010
129. Yezbak, Joseph	ASB Worker	District Initiated	11/13/2002	02/11/2011
130. Zaragoza, Vianca	ASB Worker	District Initiated	08/01/2010	06/23/2011

**APPROVE EMPLOYMENT**

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
131. Bran, Cara	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	05/09/2013
132. Corcoran, Travis	IF-Sp Ed (9.5mo/30hpw)	\$14.79 hr	R22-1	05/09/2013
133. Jonsson, Cassuandra	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	05/09/2013
134. Marandi, Berry Ann	IF-Sp Ed (9.5mo/17.5hpw)	R14.79 hr	R22-1	05/09/2013
135. Solis, Bertha	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	05/09/2013

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
136. Asp, Heike	FS Worker	\$12.14 hr	R14-1	05/09/2013
137. Camacho, Alex	Custodian	\$16.33 hr	R26-1	05/09/2013
138. Daley, Erin	Student Supvr	\$10.00 hr		05/09/2013
139. Daley, Erin	Student Supvr	\$10.00 hr		05/09/2013
140. Estupinan, Shannon	Student Supvr	\$10.00 hr		05/01/2013
141. Flores, Gabriela	Custodian	\$16.33 hr	R26-1	05/09/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 8, 2013  
Classified Employees

**APPROVE EMPLOYMENT (Cont.)**

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
142. Gansel Shayne	IF-Sp Ed	\$14.79 hr	R22-1	05/09/2013
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	
143. Hanson, Robin	Opportunity Asst	\$15.54 hr	R24-1	05/09/2013
144. Howe, Suzanne	IF-Sp Ed	\$14.79 hr	R22-1	05/09/2013
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	
145. Levin, Ana	Inst Asst-Presch	\$14.08 hr	R20-1	06/21/2013
146. Moore, Monica	Student Supvr	\$10.00 hr		05/09/2013
147. Warth, Jamie	IF-Sp Ed	\$14.79 hr	R22-1	05/09/2013
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
148. Adnan, Tala	Student Worker	\$ 8.00 hr	04/17/2013- 06/30/2013
149. Ahmadi, Fereshta	Student Worker	\$ 8.00 hr	03/13/2013- 06/30/2013
150. Alatraste-Tapia, Jose	Student Worker	\$ 8.00 hr	04/18/2013- 06/30/2013
151. Baker, Paul	Student Worker	\$ 8.00 hr	04/23/2013- 06/30/2013
152. Fausto, Jennifer	Student Worker	\$ 8.00 hr	04/17/2013- 06/30/2013
153. Hernandez, Mitzi	Student Worker	\$ 8.00 hr	04/06/2013- 06/30/2013
154. Jabczynski, Sherie	Student Supvr	\$10.00 hr	04/17/2013
155. Khalaj, Ariyan	Student Worker	\$ 8.00 hr	04/22/2013- 06/30/2013
156. Muehl, Kevin	Student Worker	\$ 8.00 hr	04/15/2013- 06/30/2013
157. Nelson, Christopher	Student Worker	\$ 8.00 hr	04/15/2013- 06/30/2013
158. Nethery, Thomas	Student Worker	\$ 8.00 hr	04/23/2013- 06/30/2013
159. Osornio, Jose	Student Worker	\$ 8.00 hr	04/16/2013- 06/30/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 8, 2013  
Classified Employees

**APPROVE EMPLOYMENT (Cont.)**

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
160. Ross, Amanda	Student Worker	\$ 8.00 hr	04/17/2013-06/30/2013
161. Sales, Courtney	Student Worker	\$ 8.00 hr	04/04/2013-06/30/2013
162. Stahura, Veronica	Student Supvr	\$10.00 hr	05/09/2013
163. Warnick, Carli	Student Worker	\$ 8.00 hr	04/17/2013-06/30/2013
164. Wilkinson, Brendon	Student Worker	\$ 8.00 hr	04/18/2013-06/30/2013
165. Yaccino, Michael	Student Worker	\$ 8.00 hr	04/05/2013-06/11/2013

**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
166. Assaraf, Paige	Proctor AP Exams	Capistrano Valley HS	\$ 455.00	05/06/2013-05/24/2013
167. Campbell, Dori	Lacrosse, Girls JV (Asst)	Dana Hills HS	\$1,000.00	02/23/2013-05/03/2013
168. Cloud, Jason	Water Polo, Girls (Asst)	San Clemente HS	\$ 300.00	05/13/2013-06/06/2013
169. Fletcher, Walt	Strength/Conditioning, Football	Capistrano Valley HS	\$2,174.00	06/01/2013-07/31/2013
170. Guillen, Taryn	Basketball, Girls	San Juan Hills HS	\$ 100.00	04/01/2013-05/31/2013
171. Hutter, Nick	Strength/Conditioning, Football	Capistrano Valley HS	\$2,608.00	06/01/2013-07/31/2013
172. Johnson, Monte	Strength/Conditioning, Football	Capistrano Valley HS	\$2,174.00	06/01/2013-07/30/2013
173. Matsushima, Maxx	Strength/Conditioning, Water Polo, Boys	Capistrano Valley HS	\$2,608.00	06/12/2013-07/31/2013
174. Miranda Jr., Albert	Track, (Asst)	Tesoro HS	\$ 700.00	01/07/2013-02/22/2013
175. Navabpour, Cyrus	Strength/Conditioning, Soccer, Boys	Capistrano Valley HS	\$ 400.00	06/12/2013-07/31/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 8, 2013  
Classified Employees

**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
176. Ornelas, Erick	Strength/Conditioning, Soccer, Boys	Capistrano Valley HS	\$ 400.00	06/12/2013- 07/31/2013
177. Orr, Kristen	Strength/Conditioning, Cross Country, Girls	Capistrano Valley HS	\$2,174.00	06/12/2013- 07/31/2013
178. Owens, John	Wrestling, (Asst)	San Clemente HS	\$ 800.00	04/15/2013- 06/05/2013
179. Peeler, Danielle	Strength/Conditioning, Water Polo, Girls	Capistrano Valley HS	\$2,608.00	06/12/2013- 07/31/2013
180. Pevzner, Harvey	Basketball, Boys	San Juan Hills HS	\$ 150.00	04/01/2013- 05/31/2013
181. Powell, Christopher	Water Polo, Girls (Head)	San Clemente HS	\$1,300.00	05/13/2013- 06/06/2013
182. Quinn, Devin	Strength/Conditioning, Football	Capistrano Valley HS	\$2,608.00	06/01/2013- 07/31/2013
183. Ricci, David	Strength/Conditioning, Football, Varsity/Freshman	Capistrano Valley HS	\$3,478.00 \$2,174.00	06/01/2013- 07/31/2013
184. Schmit-Kallas, Joel	Strength/Conditioning, Lacrosse, Boys	Capistrano Valley HS	\$2,400.00	06/12/2013- 07/31/2013

**APPROVE EMPLOYMENT PENDING CLEARANCES**

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
185. Copeland, Therese	Inst Asst-Presch (9.5mo/10hpw)	\$15.16 hr	R23-1	05/09/2013
186. Shanks, Stephanie	LVN (9.5mo/17.5hpw)	\$18.02 hr	R30-1	05/09/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 8, 2013  
Classified Employees

**APPROVE PROMOTION**

<u>Name</u>	<u>Former Position</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
187. Anaya, Francisco	Custodian I (12mo/40hpw)	M&O Storekeeper (12mo/40hpw)	R33-1	05/09/2013
188. Crowe, Carmen	Blngl Comm Svcs Liaison (9.5mo/30hpw)	Blngl Intermediate Office Asst (12mo/40hpw)	R27-15	05/09/2013
189. Gordon, Kay	Elem Sch Clerk (10.5mo/40hpw)	Sch Secretary II (10mo/40hpw)	R29-10	05/09/2013
190. Graves, Karen	MS Campus Supvr (9.5mo/10hpw)	HS Campus Supvr (9.5mo/17.5hpw)	R25-2	05/09/2013
191. Hall, Sharon	Inst Asst-Sp Ed (9.5mo/17.5hpw)	HS Library Media Clerk (10.5mo/40hpw)	R22-2	05/09/2013
192. Pattee, Tanya	Intermediate Office Asst (12mo/40hpw)	Staff Secretary (12mo/30hpw)	R31-2	06/01/2013
193. Wrigley, Anavelyn	Asst Buyer (12mo/40hpw)	Buyer (Temp/40hpw)	R34-1	05/27/2013- 08/31/2013

**APPROVE REASSIGNMENTS**

<u>Name</u>	<u>Former Position</u>	<u>Reassignment</u>	<u>Range Step</u>	<u>Effective Date</u>
194. Haddy, Kathy	IF-Sp Ed (9.5mo/17.5hpw)	Inst Asst-Sp Ed (9.5mo/17.5hpw)	R20-20	05/09/2013

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT**

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date</u>
195. Azzazy, Amparo	Inst Asst-Computer Lab TAA NTE 4 hrs (Supervise students)	R19-6	02/01/2013- 02/15/2013
196. Casarrubias-Quin, Olivia	Blngl Clerk TAA NTE 240 hrs (Provide translation support for the transportation department)	R26-10	07/08/2013- 08/30/2013
197. Gual, Lorraine	Testing Asst TAA NTE 30 hrs (Proctor AP exams)	R19-1	05/06/2013- 05/24/2013
198. Panici, Kelly	Testing Asst TAA NTE 30 hrs (Proctor AP exams)	R19-6	05/06/2013- 05/24/2013
199. Roach, Eileen	Testing Asst TAA NTE 20 hrs (Proctor AP exams)	R19-15	05/06/2013- 05/24/2013



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 8, 2013  
Classified Employees

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT  
PAY AT REGULAR RATE OF PAY**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
200. Devor, Sharon	Inst Asst-Sp Ed TAA NTE 25 hrs (Proctor AP exams)	05/06/2013- 05/24/2013
201. Hannouche, Coralia	Blngl Inst Asst-Presch TAA NTE 6 hrs (Translate for parent conferences)	05/06/2013- 05/24/2013
202. Hatcher, Josh	IF-Sp Ed TAA NTE 56 hrs (Attend OCDE Science camp with student)	04/16/2013- 04/19/2013
203. Martinez, Zonia	Blngl Comm Svcs Liaison TAA NTE 40 hrs (Provide parent education to English learner parents)	04/15/2013- 06/30/2013
204. Minaya, Brenda	Inst Asst-Computer Lab TAA NTE 20 hrs (Assist with technology skills for students)	04/22/2013- 06/11/2013
205. Rashidi, Akram	IBI Asst/Tutor TAA NTE 11 hrs (Assist with Oxford Prep's IBI services)	04/09/2013- 04/12/2013
206. Sutton, Susan	IF-Sp Ed TAA NTE 11.5 hrs (Attend CAT classes)	01/29/2013- 03/14/2013
207. Williams, Brooke	IF-Sp Ed TAA NTE 5 hrs (Assist with student transition to non-public school)	04/23/2013- 05/03/2013

**APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED  
FOR VACANT POSITION OR ABSENT EMPLOYEE**

<u>Name</u>	<u>Current Position</u>	<u>Position Sub As Needed</u>	<u>Range Step</u>	<u>Effective Date</u>
208. Bundy, Julie	IF-Sp Ed (9.5mo/17.5hpw)	Inst Asst-Sp Ed	R20-1	05/09/2013
209. Calahan, Michael	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Opportunity Asst	R24-1	05/09/2013
210. Herbolt, Michael	MS Campus Supvr (9.5mo/15hpw)	Opportunity Asst	R24-5	05/09/2013
211. Johnson, Melissa	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Opportunity Asst	R24-6	05/09/2013
212. Johnson, Stacy	IF-Sp Ed (9.5mo/17.5hpw)	Opportunity Asst	R24-1	05/09/2013
213. Levine, Jodie	IF-Sp Ed (9.5mo/17.5hpw)	Inst Asst-Sp Ed	R20-6	05/09/2013
214. Maloney, Lisa	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-4	03/25/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 8, 2013  
Classified Employees

**APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED  
FOR VACANT POSITION OR ABSENT EMPLOYEE (Cont.)**

<u>Name</u>	<u>Current Position</u>	<u>Position Sub As Needed</u>	<u>Range Step</u>	<u>Effective Date</u>
215. Simonelli, Rorie	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Opportunity Asst	R24-10	05/09/2013
216. Wexelberg, Kirsten	IF-Sp Ed (9.5mo/17.5hpw)	Opportunity Asst	R24-1	05/09/2013

**APPROVE LEAVES OF ABSENCE**

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
217. McCullough, Roselle	Personal	03/20/2013- 05/28/2013
218. Perez, Darnell	Personal	03/12/2013- 09/12/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 8, 2013  
Certificated Employees

**ACCEPT RESIGNATIONS/TERMINATIONS**

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Alfonso, Robert	Substitute Teacher	District Initiated	10/30/2012	04/25/2013
2. Aurang, Mahnaz	Substitute Teacher	District Initiated	09/25/2012	04/26/2013
3. Berg, Sondra	Substitute Teacher	District Initiated	02/14/2012	01/11/2013
4. Bounds, Kathleen	Substitute Teacher	District Initiated	02/20/2009	03/11/2013
5. Bravo, Susana	Substitute Teacher	District Initiated	10/13/2011	04/16/2013
6. Calabrette-Dawson, Mara	Substitute Teacher	District Initiated	09/06/2011	04/25/2013
7. Castellanos, Katie	Teacher	Personal	08/30/2006	06/30/2013
8. Cunningham, William	Substitute Teacher	Voluntary	02/28/2013	05/01/2013
9. Elder, Anna	Substitute Teacher	District Initiated	02/23/2011	04/22/2013
10. Grining, Rebecca	Substitute Teacher	District Initiated	11/15/2012	05/01/2013
11. Hauser, Gary	Substitute Teacher	District Initiated	01/10/2008	01/11/2013
12. Hicks, Kim	Substitute Teacher	Personal	09/06/2012	04/23/2013
13. Huynh, Tina	Teacher	Personal	10/15/2007	06/20/2013
14. Jahromi, Andrew	Substitute Teacher	District Initiated	05/15/2012	05/01/2013
15. James, Douglas	Teacher	Retirement	09/08/1975	06/13/2013
16. Martin, Colleen	Substitute Teacher	District Initiated	09/03/2009	04/22/2013
17. McGee, Marcia	Substitute Teacher	District Initiated	09/21/2011	04/22/2013
18. Meyers, Gary	Substitute Teacher	District Initiated	02/14/2012	04/25/2013
19. Mulhollam, Ashley	Substitute Teacher	District Initiated	10/09/2012	04/22/2013
20. Ocken, Cassandra	Substitute Teacher	District Initiated	03/29/2011	04/22/2013
21. Pillar, Vicki	Teacher	Retirement	08/24/1980	06/30/2013
22. Ramirez, Erica	Substitute Teacher	District Initiated	10/24/2011	04/22/2013
23. Reinhardt, Kay	Substitute Teacher	District Initiated	02/28/2011	04/22/2013
24. Romero, Carol	Teacher	Retirement	09/04/1980	06/20/2013
25. Ruper, Alexander	Substitute Teacher	District Initiated	05/15/2012	04/22/2013
26. Silver, Sheila	Teacher	Retirement	09/01/2011	06/20/2013
27. Stoltenberg, Joy	Substitute Teacher	District Initiated	01/29/2010	04/22/2013
28. Toohey, Michelle	Substitute Teacher	District Initiated	10/11/2011	04/22/2013
29. Torres, Giovany	Teacher	Personal	08/30/2012	06/20/2013
30. Vilander, Katherine	Substitute Teacher	District Initiated	05/24/2011	04/25/2013

**APPROVE HOURLY TEACHERS**

Instructional pay @ \$35.00 per hour  
Non-instructional pay @ \$30.00 per hour

31. Redding, Bill

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 8, 2013  
Certificated Employees

**APPROVE SUBSTITUTE TEACHERS**

Pay @ \$90.00 per day

- |                                 |                   |
|---------------------------------|-------------------|
| 32. Burdyslaw, Debra            | 35. Parker, Linda |
| 33. Burke, Brian                | 36. Ricci, David  |
| 34. Fajardo Castaneda, Leonardo | 37. Schwab, Diane |

**APPROVE ADDITIONAL ASSIGNMENTS**

Home/Hospital Instruction – Multiple Sites

Not to exceed 5 hpw instructional pay @ \$35.00 per hour  
04/01/2013-06/30/2013

- |                         |                            |
|-------------------------|----------------------------|
| 38. Gonzalez, David     | 40. Sanchez, Stephanie     |
| 39. Richardson, Katrine | 41. Sturdevant-Brown, Lori |

SIOP/ADD Training – Multiple Sites

Not to exceed 5 hours non-instructional pay @ \$30.00 per hour  
09/05/2012-06/11/2013

- |                          |                          |
|--------------------------|--------------------------|
| 42. Barca, Susie         | 51. McCusker, Shelly     |
| 43. Beninga, Rita        | 52. McGuire, Carrie      |
| 44. Carr, Mary           | 53. Nakamoto, Kim        |
| 45. Corbin, Nick         | 54. Passarelli, Kendra   |
| 46. Dilloughery, Colleen | 55. Pidgeon-Pagliei, Jen |
| 47. Hoover, Lisa         | 56. Smith, Hollen        |
| 48. Kopcaynski, Lisa     | 57. Spero, Barbara       |
| 49. Lawbaugh, Cynthia    | 58. Tita, Lisa           |
| 50. Lewis, Steve         | 59. White, Laura         |

After School Intervention – Hankey MS

Not to exceed 20 hours instructional pay @ \$35.00 per hour  
03/25/2013-06/30/2013

60. Paterno, Rocco

SIOP Peer Coaching – Newhart MS

Not to exceed 3 hours instructional pay @ \$35.00 per hour  
05/08/2013-06/01/2013

- |                     |                           |
|---------------------|---------------------------|
| 61. Clarke, Theresa | 65. McLaughlin, Gregg     |
| 62. Keene, Gary     | 66. Munsell, Joni         |
| 63. Leone, Rosemary | 67. Tantum-Gennaro, Daina |
| 64. Lowy, Laurie    | 68. Wynne, Rita           |

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 8, 2013  
Certificated Employees

**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

ELD Advisor – Capistrano Valley HS

Not to exceed 100 hours non-instructional pay @ \$30.00 per hour  
02/01/2013-06/11/2013

69. Sweeney, Alba

AP Biology Review – Dana Hills HS

Not to exceed 6 hours instructional pay @ \$35.00 per hour  
04/18/2013-05/08/2013

70. Clarke, Kristine

72. Dyer, Blair

71. Dang, Dolores

73. Reishcl, Virginia

Saturday School Proctor – Tesoro HS

Not to exceed 4 hours instructional pay @ \$35.00 per hour  
04/20/2013

74. Beukema, John

CAHSEE Boot Camp for English Learners – San Juan Hills HS

Not to exceed 3 hours instructional pay @ \$35.00 per hour  
Not to exceed 1 hour non-instructional pay @ \$30.00 per hour  
04/15/2013-05/20/2013

75. Koehler, Courtney

76. Nolan, Catherine

Training Fresh Start Teacher – Fresh Start

Not to exceed 40 hours pay @ \$18.00 per hour  
04/25/2013-05/15/2013

77. Williams, Carolyn

Administer OLSAT Test – Education Services

Not to exceed 3.5 hours instructional pay @ \$35.00 per hour  
01/26/2013-02/09/2013

78. Aldaco, Danielle

89. Hartje, Marion

79. Bailey, April

90. Heidner, Christy

80. Bastianello, Chris

91. Kashima, Mike

81. Bennett, Katie

92. Kleindienst, Michelle

82. Buckman, Jon

93. Lincoln, Marlyl

83. Bungartz, Melinda

94. McCullough, Stephen

84. Cappello, Annalee

95. Miller, Sharon

85. Evans, Laura

96. Peterson, Susan

86. Fragassi, Joe

97. Robinson, Katie

87. Glassen, Nina

98. Schreiman, Courtney

88. Gray, Jim

99. Schreiman, Mike

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 8, 2013  
Certificated Employees

**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

Administer OLSAT Test – Education Services (Cont.)

Not to exceed 3.5 hours instructional pay @ \$35.00 per hour  
01/26/2013-02/09/2013

100. Steidle, Gwynne	103. Walders, Brannon
101. Terheggan, Jackie	104. Wilson, Debbie
102. Thibault, Roberta	105. Wiseman, Holly

Common Core Presentation – Education Services

Not to exceed 12 hours non-instructional pay @ \$30.00 per hour  
06/05/2013-06/12/2013

106. Love, Erinn

GATE Parent Meeting – Education Services

Not to exceed 20 hours non-instructional pay @ \$30.00 per hour  
04/04/2013-06/12/2013

107. Peterson, Susan

Assist with Assessment and IEP Meeting – Special Education

Not to exceed 5 hours pay @ hourly per diem rate  
04/17/2013-06/15/2013

108. Johnson, Connie

Coverage for Speech Pathologist on Leave of Absence – Special Education

Not to exceed 80 hours pay @ hourly per diem rate  
04/19/2013-06/13/2013

109. Glaspell, Stefanie

110. Richtsmeier, Aundrea

**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
111. Bordner, Richard	Strength/Conditioning, Wrestling	Capistrano Valley HS	\$3,261.00	06/12/2013- 08/31/2013
112. Brooks, Michael	Lacrosse, Girls JV (Head)	Dana Hills HS	\$2,500.00	02/23/2013- 05/03/2013
113. Calentino, Mark	Wrestling, Varsity (Head)	San Clemente HS	\$3,200.00	04/15/2013- 06/05/2013
114. Clark, Brian	Strength/Conditioning, Football	Capistrano Valley HS	\$4,478.00	05/01/2013- 07/31/2013
115. Finnerty, Stacy	Soccer, Girls (Head)	San Clemente HS	\$2,500.00	05/14/2013- 06/07/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 8, 2013  
Certificated Employees

**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
116. Gustafson, Ryan	Strength/Conditioning, Football	Capistrano Valley HS	\$3,174.00	05/01/2013-07/31/2013
117. Higginson, Patrick	Strength/Conditioning, Water Polo, Girls	Capistrano Valley HS	\$3,261.00	06/12/2013-07/31/2013
118. Sayles, Kenneth	Strength/Conditioning, Track/Field, Cross Country, Girls	Capistrano Valley HS	\$3,478.00 \$3,261.00	06/12/2013-07/31/2013
119. Schmitz, Robert	Strength/Conditioning, Football	Capistrano Valley HS	\$4,478.00	05/01/2013-07/31/2013
120. Sorrell, Jason	Strength/Conditioning, Soccer, Varsity/JV	Capistrano Valley HS	\$3,261.00 \$2,174.00	06/12/2013-07/31/2013
121. Stratton, Andrew	Strength/Conditioning, Football	Capistrano Valley HS	\$4,478.00	05/01/2013-07/31/2013
122. Tribe, Joshua	Strength/Conditioning, Football	Capistrano Valley HS	\$4,478.00	05/01/2013-07/31/2013
123. Yancy, Lisa	Strength/Conditioning, Water Polo	Capistrano Valley HS	\$2,608.00	06/12/2013-07/31/2013

**APPROVE LEAVES OF ABSENCE**

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
124. Bazansky, Heidi	Personal	2013-2014
125. Cracchiolo, Jenika	Personal	2013-2014
126. Dyer, Blair	Personal	2013-2014
127. Freeman, Justine	Personal	2013-2014
128. Garcia, Steffanie Ann	Personal	2013-2014
129. Hall, Tiffany	Personal	2013-2014
130. Koopman, Nicole	Personal	2013-2014
131. Macintyre, Michelle	Personal	2013-2014
132. McKeon, Gail	Personal	2013-2014
133. Moore, Courtney	Personal	2013-2014
134. Solk, Alissa	Personal	05/02/2013-06/12/2013
135. Veravanich, Stephanie	Personal	2013-2014

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 8, 2013  
Certificated Employees

**APPROVE LEAVES OF ABSENCE (Cont.)**

<u>Name</u>	<u>Reason</u>	Effective <u>Date</u>
136. Whitaker, Leslie	Personal	2013-2014