

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

BOARD OF TRUSTEES
Regular Meeting

June 12, 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 3 A

Director IV, Educational Technology
(Pursuant to Government Code §54957)

B. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

EXHIBIT 3 B

(Pursuant to Government Code §54957)

C. CONFERENCE WITH LABOR NEGOTIATORS

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)

D. STUDENT EXPULSIONS

EXHIBIT 3 D1-D7

Deliberations of Findings of Fact and Recommendations
(Pursuant to Education Code §48918[c] and §35145)

PUBLIC HEARINGS:

- | | |
|------------------------|--|
| Agenda Item #1 | Resolution No. 1213-47, Use of Categorical Flexibility Funds |
| Agenda Item #3 | Special Education Local Plan Area Annual Service Plan and Budget Plan |
| Agenda Item #5 | Instructional Materials Recommended for Adoption-HS Social Science-AP World History |
| Agenda Item #7 | Instructional Materials Recommended for Adoption-HS Social Science-IB Psychology |
| Agenda Item #9 | Instructional Materials Recommended for Adoption-HS English-IB Literature and Composition |
| Agenda Item #11 | Instructional Materials Recommended for Adoption-World Language-IB Spanish Language |
| Agenda Item #13 | Instructional Materials Recommended for Adoption-HS Fine Arts-Music Appreciation |
| Agenda Item #15 | Instructional Materials Recommended for Adoption-HS Fine Arts-Theatre Arts |

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

Yossymar Rojas – Boys & Girls Clubs of America California Youth of the Year
Michele Taylor-Bible – Archiving the District's History
Salon Zinnia – Support of the Motor Activity Lab at Palisades Elementary School
Anita Claud, Floyd Genadry, Arturo Gonzalez, Jana Hertz, Norma Maldonado, and
Elizabeth Sullivan – 2013 Classified Employees of the Year

Paul Baker – Adult Transition Program Student Report

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. RESOLUTION NO. 1213-47, ADOPTION OF THE 2013-2014 USE OF CATEGORICAL FLEXIBILITY FUNDS:

INFORMATION/
DISCUSSION

The Board will conduct a public hearing on Resolution No. 1213-47, Adoption of the 2013-2014 Use of Categorical Flexibility Funds. Supporting information is located in Exhibit 2.

CUSD Strategic Plan Pillar 5: Effective Operations

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

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. RESOLUTION NO. 1213-47, ADOPTION OF THE 2013-2014 USE OF CATEGORICAL FLEXIBILITY FUNDS:

DISCUSSION/
ACTION
Page 1
EXHIBIT 2

The Education Finance Trailer Bill (SBX3 4) gives districts the authority to use categorical programs Tier III funds for any educational purpose. Approval of this resolution will authorize the District to transfer approximately \$21.9 million from restricted funds to the unrestricted general fund.

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, Business and Support Services, to present this item.

Following discussion, it is recommended the Board of Trustees approve Resolution No. 1213-47, Adoption of the 2013-2014 Use of Categorical Flexibility Funds.

Motion by _____	Seconded by _____
ROLL CALL:	
Trustee Addonizio _____	Trustee Hatton _____
Trustee Bryson _____	Trustee Pritchard _____
Trustee Hanacek _____	Trustee Reardon _____
	Trustee Alpay _____

3. **SPECIAL EDUCATION LOCAL PLAN AREA ANNUAL SERVICE PLAN AND BUDGET PLAN:** INFORMATION/ DISCUSSION

The Board will conduct a public hearing on the Special Education Local Plan Area Annual Service Plan and Budget Plan. Supporting information is located in Exhibit 4.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

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. **SPECIAL EDUCATION LOCAL PLAN AREA ANNUAL SERVICE PLAN AND BUDGET PLAN:** DISCUSSION/ ACTION

Each Special Education Local Plan Area is required to submit an Annual Service Plan and Budget Plan. The plans are required to be adopted at a public hearing. The Annual Service Plan must identify the Individualized Education Program services the District intends to provide at school locations within the District and at other public and private locations. The Service Plan also requires adoption of the California State Management Information System number codes to represent services such as 330 for specialized academic instruction and 415 for language and speech services. The Annual Budget Plan is required to identify expenditures in specific categories as determined by the California Department of Education.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

Staff Recommendation

It is recommended the Board President recognize Sara Jocham, Assistant Superintendent, SELPA and Special Education Operations, to present this item.

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EXHIBIT 4

Following discussion, it is recommended the Board of Trustees approve the 2013-2014 Annual Service Plan and Budget Plan.

Motion by _____	Seconded by _____
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5. **PUBLIC HEARING – INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: HIGH SCHOOL SOCIAL SCIENCE – AP WORLD HISTORY:** INFORMATION/ DISCUSSION

The Board will conduct a public hearing on instructional materials recommended for adoption: high school social science – AP World History.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

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. **INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: HIGH SCHOOL SOCIAL SCIENCE – AP WORLD HISTORY:** DISCUSSION/
ACTION

Dana Hills High School is requesting the adoption of *World Civilizations: The Global Experience, 6th edition* published by Pearson ©2011 for high school social science – AP World History. This course is also offered at Capistrano Valley High School. This title was approved by the Instructional Materials Review Committee by a 7-6 vote. It would be adopted for a seven-year period. Purchase of this title would be paid with Lottery funds at an estimated cost of \$50,000 for an enrollment of 330 students at both Dana Hills and Capistrano Valley high schools.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment
Contact: Julie Hatchel, Assistant Superintendent, Education Services

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees give direction to staff regarding the adoption of *World Civilizations: The Global Experience, 6th edition* published by Pearson ©2011 for high school social science – AP World History classes.

Motion by _____ Seconded by _____

7. **PUBLIC HEARING – INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: HIGH SCHOOL SOCIAL SCIENCE – IB PSYCHOLOGY FOR THE INTERNATIONAL BACCALAUREATE PROGRAM:** INFORMATION/
DISCUSSION

The Board will conduct a public hearing on instructional materials recommended for adoption: high school social science – IB Psychology for the International Baccalaureate program.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Julie Hatchel, Assistant Superintendent, Education Services

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.

8. **INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: HIGH SCHOOL SOCIAL SCIENCE – IB PSYCHOLOGY FOR THE INTERNATIONAL BACCALAUREATE PROGRAM:** DISCUSSION/
ACTION

San Clemente High School is requesting the adoption of *Psychology for the IB Diploma* published by Pearson ©2010 for high school social science – IB Psychology. This course is also offered at Capistrano Valley High School for the International Baccalaureate program. It would be adopted for a seven-year period. Purchase of this title would be paid with Lottery funds at an estimated cost of \$11,000 for an enrollment of 160 students at San Clemente and Capistrano Valley high schools.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment
Contact: Julie Hatchel, Assistant Superintendent, Education Services

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the adoption of *Psychology for the IB Diploma* published by Pearson ©2010 for high school social science – IB Psychology classes.

Motion by _____ Seconded by _____

9. **PUBLIC HEARING – INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: HIGH SCHOOL ENGLISH – IB LITERATURE AND COMPOSITION FOR THE INTERNATIONAL BACCALAUREATE PROGRAM:**

INFORMATION/
DISCUSSION

The Board will conduct a public hearing on instructional materials recommended for adoption: high school English – IB Literature and Composition for the International Baccalaureate Program.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

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.

10. **INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: HIGH SCHOOL ENGLISH – IB LITERATURE AND COMPOSITION FOR THE INTERNATIONAL BACCALAUREATE PROGRAM:**

DISCUSSION/
ACTION

San Clemente High School is requesting the adoption of *The Mayor of Casterbridge* by Thomas Hardy published by New American Library ©2008 for high school English – IB Literature and Composition. It would be adopted for a seven-year period. Purchase of this supplemental title would be paid with site funds.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the adoption of *The Mayor of Casterbridge* by Thomas Hardy published by New American Library ©2008 for high school English – IB Literature and Composition classes.

Motion by _____ Seconded by _____

11. **PUBLIC HEARING – INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: HIGH SCHOOL IB SPANISH LANGUAGE FOR THE INTERNATIONAL BACCALAUREATE PROGRAM:**

INFORMATION/
DISCUSSION

The Board will conduct a public hearing on instructional materials recommended for adoption: high school world language – IB Spanish language for the International Baccalaureate Program.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

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.

12. INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: HIGH SCHOOL IB SPANISH LANGUAGE FOR THE INTERNATIONAL BACCALAUREATE PROGRAM: DISCUSSION/
ACTION

Capistrano Valley High School is requesting the adoption of *Spanish B: IB Skills and Practice* published by Oxford University Press ©2011 for high school world language – IB Spanish Language. It would be adopted for a seven-year period. Purchase of this supplemental title would be paid with site funds.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the adoption of *Spanish B: IB Skills and Practice* published by Oxford University Press ©2011 for high school world language – IB Spanish Language classes.

Motion by _____ Seconded by _____

13. PUBLIC HEARING – INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: HIGH SCHOOL FINE ARTS – IB MUSIC APPRECIATION FOR THE INTERNATIONAL BACCALAUREATE PROGRAM: INFORMATION/
DISCUSSION

The Board will conduct a public hearing on instructional materials recommended for adoption: high school fine arts – IB Music Appreciation for the International Baccalaureate program.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

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.

14. INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: HIGH SCHOOL FINE ARTS – IB MUSIC APPRECIATION FOR THE INTERNATIONAL BACCALAUREATE PROGRAM: DISCUSSION/
ACTION

San Clemente High School is requesting the adoption of *The Enjoyment of Music, 11th edition* published by W. W. Norton ©2011 for high school fine arts – IB Music Appreciation. It would be adopted for a seven-year period. Purchase of this supplemental title would be paid with Lottery funds at an estimated cost of \$4,000 for a class set.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the adoption of *The Enjoyment of Music, 11th edition* published by W. W. Norton ©2011 for high school fine arts – IB Music Appreciation classes.

Motion by _____ Seconded by _____

15. **PUBLIC HEARING – INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: HIGH SCHOOL FINE ARTS – IB THEATRE ARTS FOR THE INTERNATIONAL BACCALAUREATE PROGRAM:** INFORMATION/
DISCUSSION

The Board will conduct a public hearing on instructional materials recommended for adoption: high school fine arts – IB Theatre Arts for the International Baccalaureate program.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

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.

16. **INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: HIGH SCHOOL FINE ARTS – IB THEATRE ARTS FOR THE INTERNATIONAL BACCALAUREATE PROGRAM:** DISCUSSION/
ACTION

San Clemente High School is requesting the adoption of *Great Acting Teachers and Their Methods* by Richard Brestoff published by Smith and Krause, Inc. ©1995 for high school fine arts – IB Theatre Arts. It would be adopted for a seven-year period. Purchase of this supplemental title would be paid with site funds.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the adoption of *Great Acting Teachers and Their Methods* by Richard Brestoff published by Smith and Krause, Inc. ©1995 for high school fine arts – IB Theatre Arts classes.

Motion by _____ Seconded by _____

DISCUSSION/ACTION ITEMS

17. **2013-2014 FISCAL YEAR BUDGET UPDATE:** INFORMATION/
DISCUSSION

The District is required by law to adopt a budget for the 2013-2014 fiscal year no later than June 30, 2013, for enactment on July 1, 2013. The budget for 2013-2014 will be based upon revenue assumptions outlined within the Governor's May Revise, as well as District-specific assumptions for revenue and expenditures. This item is a preliminary look at the general fund 2013-2014 budget and the 2012-2013 estimated actuals budget. The budget reflects information outlined in the Governor's May Revise and recommendations given by the Orange County Department of Education. The final 2013-2014 budget will be presented for Board action at the June 26 Board meeting.

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, Business and Support Services, who will provide information on this item and answer any questions Trustees may have. This is an information item only and no Board action is necessary.

Page 25
EXHIBIT 17

18. RESOLUTION NO. 1213-48, AUTHORIZATION OF TEMPORARY INTERFUND TRANSFERS:

Education Code §42603 authorizes the Board of Trustees to temporarily transfer money held in any fund to another fund for payment of obligations by the District. Amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. Due to the nature of the current budget situation, it is necessary to secure flexibility to balance cash flow during the 2013-2014 school year. This agenda item requests Board approval to authorize interfund loans between funds. These loans (cash transfers) will be made to and between the general fund, and various other District funds.

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, Business and Support Services, to present this item.

Following discussion, it is recommended the Board of Trustees approve Resolution No. 1213-48, Authorization of Temporary Interfund Transfers.

Motion by _____

Seconded by _____

ROLL CALL:

Trustee Addonizio _____

Trustee Hatton _____

Trustee Bryson _____

Trustee Pritchard _____

Trustee Hanacek _____

Trustee Reardon _____

Trustee Alpay _____

19. AMENDMENT OF THE JOINT POWERS AGREEMENT OF THE CAPISTRANO – LAGUNA BEACH REGIONAL OCCUPATIONAL PROGRAM:

The governing board of the Capistrano-Laguna Beach Regional Occupational Program (ROP) wishes to amend its Joint Powers Agreement to change the name of the ROP to South Coast Regional Occupational Program. Such action requires approval of the Capistrano Unified School District Board of Trustees and the Laguna Beach Unified School District Board of Trustees, followed by final approval by the ROP Governing Board. ROP estimates the total cost of this change will not exceed \$8,000 for new stationery, business cards, signs, and the purchase of website domains. These costs would be paid by ROP, not the two districts. The exhibit to this item includes legal information compiled by Orange County Department of Education Attorney Ronald Wenkart and a formal amendment to the Joint Powers Agreement to initiate the name change.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Joseph M. Farley, Superintendent

Staff Recommendation

It is recommended the Board President recognize Joseph M. Farley, Superintendent, to present this item.

Following discussion, it is recommended the Board of Trustees approve the Amendment to the Joint Powers Agreement to change the name of the Capistrano – Laguna Beach Regional Occupational Program to South Coast Regional Occupational Program.

Motion by _____ Seconded by _____

DISCUSSION/
ACTION
Page 37
EXHIBIT 18

DISCUSSION/
ACTION
Page 39
EXHIBIT 19

20. SECOND READING – BOARD POLICY 3260, STUDENT FEES:

This item presents a second reading of proposed Board Policy 3260, *Student Fees*. Additions made after the first reading are underlined. There is no financial impact.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Julie Hatchel, Assistant Superintendent, Education Services

DISCUSSION/
ACTION
Page 43
EXHIBIT 20

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve Board Policy 3260, *Student Fees*.

Motion by _____ Seconded by _____

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

21. SCHOOL BOARD MINUTES:

Approval of the minutes of the May 22, 2013, regular Board meeting.

Contact: Jane Boos, Manager, Board Office Operations

Page 47
EXHIBIT 21

CURRICULUM & INSTRUCTION

22. 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 number 1213-022 through 1213-024. 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 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

23. MEMBERS OF THE SPECIAL EDUCATION LOCAL PLAN AREA COMMUNITY ADVISORY COMMITTEE:

Approval of the appointment of candidates to serve as Community Advisory Committee (CAC) voting members for the 2013-2014 and 2014-2015 school years. In accordance with the California Education Code §56190, each Special Education Local Plan Area (SELPA) shall establish a CAC with parents of special education students forming the majority. Based on the bylaws of the SELPA, a committee of voting members is established annually, comprised of District parents, teachers, administrators, and community representatives that serve District students. The term of appointment for voting members is two years, staggered annually.

This agenda item requests Board approval to appoint Lee Ann Addison, Jeana Dagley, Sarah Draper, Veronica Hoggatt, Barbara Kakuda, Lisa Mettert, and Trish Sant as CAC voting members for the 2013-2014 and 2014-2015 school years. Applications are on file in the Special Education office.

CUSD Strategic Plan Pillar 1: Community Relations

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

BUSINESS & SUPPORT SERVICES

24. PURCHASE ORDERS, COMMERCIAL WARRANTS, AND PREVIOUSLY BOARD-APPROVED BIDS AND CONTRACTS:

Page 55
EXHIBIT 24

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 \$3,360,676.74; the commercial warrants total \$5,003,592.90. 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

25. DONATION OF FUNDS AND EQUIPMENT:

Page 103
EXHIBIT 25

A number of gifts have been donated to the District, including \$121,218.55 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

26. INDEPENDENT CONTRACTOR, MASTER CONTRACT, AND PROFESSIONAL SERVICES AGREEMENTS:

Page 105
EXHIBIT 26

Approval and ratification of District standardized Independent Contractor, Professional Services, Master Contract 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 three new agreements totaling \$150,000, eleven extensions to existing agreements totaling \$319,700, nine amendments to existing agreements totaling \$51,903.36, two ratification of amendments to existing agreements totaling \$17,500, and three ratification of new agreements totaling \$7,650.

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 2: Safe & Healthy School

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

CUSD Strategic Plan Pillar 5: Effective Operations

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

27. SPECIAL EDUCATION INFORMAL DISPUTE RESOLUTION AGREEMENT:

Approval of the ratification of special education Informal Dispute Resolution Agreement Case #055513. Due to the confidential nature of the agreement, 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

28. SPECIAL EDUCATION SETTLEMENT AGREEMENTS:

Approval of the ratification of special education Settlement Agreement Case #2013040677 and Case #2013040875. 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

29. AGREEMENT WITH THE DISTRICT AND ORANGE COUNTY HEALTH CARE AGENCY FOR EDUCATIONALLY RELATED MENTAL HEALTH SERVICES:

Page 321
EXHIBIT 29

Approval of the Agreement with the District and Orange County Health Care Agency (OCHCA) for educationally related mental health services as requested by the District. As a result of the repeal of AB 3632, school districts are responsible for providing services for students with Individualized Education Programs (IEPs) formerly provided by OCHCA. The District will receive federal and state funding to provide educationally related mental health services to students with IEPs. District staff is able to provide some of the necessary services and will contract for additional services with outside agencies and OCHCA. Annual expenditures under this agreement are limited to \$175,000, paid by special education mental health grant funds.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

30. FACILITIES USE AGREEMENT WITH OXFORD PREPARATORY ACADEMY:

Page 335
EXHIBIT 30

Approval of the final Facilities Use Agreement (FUA) with the District and Oxford Preparatory Academy (OPA) at the Barcelona Hills campus for the 2012-2013 and 2013-2014 school years. The proposed agreement has been previously reviewed and approved by the District's legal counsel. OPA is currently chartered by the District and is occupying all of the facilities at the Barcelona Hills campus (except for two portables owned and occupied by the YMCA). On February 1, 2013, as required by Proposition 39, the District provided OPA with a preliminary proposal regarding the space to be allocated to the charter school and/or to which the charter school is to be provided access. On March 1, 2013, OPA responded to the District's preliminary offer. Pursuant to the requirements of Education Code §47614 and its implementing regulations, the District provided OPA with a written final offer for the 2012-2013 and 2013-2014 school years by April 1, 2013. This offer is compliant with the law and balances the facility needs of the charter school with the facility and programmatic needs of the District. The final FUA was accepted by OPA on May 1, 2013.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

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

31. AMENDMENT TO AGREEMENT BID NO. 1112-04 FOR ADDITIONAL FUNDS, OUTSOURCE TRANSPORTATION SERVICES, AMERICAN LOGISTICS COMPANY, LLC:

Page 357
EXHIBIT 31

Approval of Amendment to Agreement Bid No. 1112-04 for transportation services with American Logistics Company, LLC, increasing the "not to exceed" amount to \$175,000, annually, for additional services required. The contract provides transportation of special education students as determined by a student's Individualized Education Program, and when the District's Transportation Department does not have a bus available to transport a specific student to the needed location. Annual expenditures under this contract are limited to \$175,000, funded by special education.

CUSD Strategic Plan Pillar 5: Effective Operations

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

32. **AMENDMENT TO CONSULTANT AGREEMENT NO. C1011140, RFQ 6-1011, SPECIAL TAX CONSULTING SERVICES FOR PUBLIC FINANCING – DAVID TAUSSIG & ASSOCIATES, INCORPORATED:** Page 367
EXHIBIT 32

Approval of Amendment to Consultant Agreement No. C1011140, RFQ 6-1011, Special Tax Consulting Services for Public Financing with David Taussig & Associates, Incorporated. This amendment will increase the “not to exceed” amount to \$162,000, for additional services as requested by the District. Expenditures will be funded from appropriate accounts depending on services provided.

CUSD Strategic Plan Pillar 5: Effective Operations

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

33. **~~RATIFICATION OF AGREEMENT FOR INTRANET NETWORK SUPPORT SERVICES WITH ORANGE COUNTY SUPERINTENDENT OF SCHOOLS:~~** Page 385
EXHIBIT 33

~~Ratification of Agreement for Intranet Network Support Services with the Orange County Superintendent of Schools. Ratification of this agreement will provide District access to and application of Intranet services via the Superintendent’s Intranet Network effective January 14, 2013. The financial impact associated with this item will be paid by the general fund.~~

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

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

Pulled on 6/5

34. **STATE OF CALIFORNIA MULTIPLE AWARD SCHEDULE CONTRACT NO. 3-08-70-2515A, GENERAL SERVICES ADMINISTRATION SCHEDULE NO. GS-35F-0087U, PURCHASE AND WARRANTY OF INTERACTIVE WHITEBOARD HARDWARE AND SOFTWARE, CALIFORNIA WESTERN VISUALS:**

Approval of authorization to utilize the State of California Multiple Award Schedule Contract No. 3-08-70-2515A, General Services Administration schedule GS-35F-0087U, to purchase Smart Technologies interactive whiteboard hardware and software from California Western Visuals, under the same terms and conditions of the public agency’s contract. The District can utilize such contracts pursuant to California Public Contract Code §10298, §10299, and §12100 et. seq. without going to bid. District staff has determined the prices offered by California Western Visuals are fair, reasonable, competitive, and in the best interest of the District to utilize the contract. Anticipated annual expenditures under this contract are \$150,000, funded by gift funds, grants, and donated funds.

Due to the size of the contract and award, the documentation will be posted online on the District Board Agendas and Supporting Documentation page.

CUSD Strategic Plan Pillar 5: Effective Operations

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

PERSONNEL SERVICES

35. **RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CLASSIFIED EMPLOYEES:** Page 393
EXHIBIT 35

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

36. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED EMPLOYEES:

Page 401
EXHIBIT 36

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:

Trustee Addonizio _____

Trustee Hatton _____

Trustee Bryson _____

Trustee Pritchard _____

Trustee Hanacek _____

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, JUNE 26, 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

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.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1213-47

**ADOPTION OF THE 2013-2014 USE OF
CATEGORICAL FLEXIBILITY FUNDS**

WHEREAS, Senate Bill 4 of the 2009-2010 Third Extraordinary Session (SBX3 4) (Chapter 12/2009) added Education Code §42605 which provides flexibility for the use of certain Categorical Program Funds for fiscal years 2008-2009 through 2012-2013, to be used in response to the State fiscal crisis, and

WHEREAS, Senate Bill 70 (Chapter 7/2011) extended categorical flexibility through fiscal year 2014-2015, and Assembly Bill 189 (Chapter 606/2011) added Education Code §42605(c)(2)(B), which requires a public hearing for categorical flexibility to be held prior to, and independent of, the meeting where the Board of Trustees adopts a budget, and requires the Board of Trustees to identify in the notice of the agenda of the public hearing or at another public hearing, the program or programs proposed to be closed, and

WHEREAS, the attached schedule reflects the estimated amount of categorical funds to be used in the general fund for any educational purpose, as reflected in the various budgets which have been adopted by the Board for the 2013-2014 fiscal year,

BE IT RESOLVED the Board of Trustees of the Capistrano Unified School District approves the use of the flexibility funds as required by Education Code §42605.

APPROVED AND ADOPTED this 12th day of June, 2013, by the Board of Trustees of the Capistrano Unified School District of Orange County, California.

AYES: ()
NOES ()
ABSENT ()
ABSTAIN ()

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 12th day of June, 2013, by a roll call vote.

Anna Bryson
Clerk

EXHIBIT 2

Joseph M. Farley, Ed.D.
Superintendent
Secretary of the Board of Trustees

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

**ESTIMATED CATEGORICAL FLEXIBILITY FUNDS
FISCAL YEAR 2013-2014**

2013-2014 Categorical Program Budget Flexibility

Tier III Categorical Programs	Amounts	Use of Funds
Advanced Placement Fee Reimbursement	\$4,363	Educational Goals Districtwide
Supplemental Hourly Programs	\$1,702,409	Educational Goals Districtwide
Oral Health	\$26,664	Educational Goals Districtwide
Community Day School – Bridges	\$28,689	Educational Goals Districtwide
Cal-SAFE Student Support Services and Cal-SAFE Child Care / Child Development	\$211,263	Educational Goals Districtwide
Deferred Maintenance Fund 14	\$1,811,059	Educational Goals Districtwide
Physical Education Teacher Incentive Grants	\$117,406	Educational Goals Districtwide
Alternative Certification Intern Program	\$70,094	Educational Goals Districtwide
Community Based English Tutoring (CBET)	\$146,771	Educational Goals Districtwide
ROP	\$2,344,843	Educational Goals Districtwide
Adult Education Fund 11	\$1,692,345	Educational Goals Districtwide
School Safety Block Grant	\$655,595	Educational Goals Districtwide
Arts and Music Block Grant	\$710,053	Educational Goals Districtwide
CAHSEE Intensive Instruction and Services	\$214,153	Educational Goals Districtwide
School Counseling Program	\$1,390,331	Educational Goals Districtwide
Gifted and Talented Education / AAA	\$369,629	Educational Goals Districtwide
Instructional Materials Realignment (IMFRP)	\$2,847,590	Educational Goals Districtwide
Partnership Academy	\$129,780	Educational Goals Districtwide
Peer Assistance / Review (PAR)	\$178,749	Educational Goals Districtwide
International Baccalaureate	\$31,202	Educational Goals Districtwide
Math and Reading Training Program (SB472)	\$196,408	Educational Goals Districtwide
Staff Development English Language Learners	\$126,259	Educational Goals Districtwide
Administrator Training Program	\$29,096	Educational Goals Districtwide
Pupil Retention Block Grant	\$90,201	Educational Goals Districtwide
Teacher Credentialing Block Grant	\$479,431	Educational Goals Districtwide
Professional Development Block Grant	\$1,462,395	Educational Goals Districtwide
Targeted Instructional Improvement Block Grant	\$2,060,505	Educational Goals Districtwide
School and Library Improvement Block Grant	\$2,781,218	Educational Goals Districtwide
Total Estimated Categorical Flexibility Funding	\$21,908,501	

California Department of Education, Special Education Division					
Form ASP-01a (rev March 2013)					
Special Education Local Plan Area: Capistrano Unified School District					
California Special Education Management Information System Service Descriptions					
Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
210	Family training, counseling, and home visits (ages 0–2 only): This service includes: services provided by social workers, psychologists, or other qualified personnel to assist the family in understanding the special needs of the child and enhancing the child's development. Note: Services provided by specialists (such as medical services, nursing services, occupational therapy, and physical therapy) for a specific function should be coded under the appropriate service category, even if the services were delivered in the home.	X			34 Code of Federal Regulations (CFR) sections 300.34 (c)(3), 300.226
220	Medical services (for evaluation only) (ages 0–2 only): Services provided by a licensed physician to determine a child's developmental status and need for early intervention services.	X			34 CFR sections 300.34 (c)(3), 300.226
230	Nutrition services (ages 0–2 only): These services include conducting assessments in: nutritional history and dietary intake; anthropometric, biochemical, and clinical variables; feeding skills and feeding problems; and food habits and food preferences.	X			34 CFR sections 300.34 (c)(3), 300.226
240	Service coordination (ages 0–2 only)	X			34 CFR sections 300.34 (c)(3), 300.226
250	Special instruction (ages 0–2 only): Special instruction includes: the design of learning environments and activities that promote the child's acquisition of skills in a variety of developmental areas, including cognitive processes and social interaction; curriculum planning, including the planned interaction of personnel, materials, and time and space, that leads to achieving the outcomes in the child's individualized family service plan (IFSP); providing families with information, skills, and support related to enhancing the skill development of the child; and working with the child to enhance the child's development.	X			34 CFR sections 300.34 (c)(3), 300.226
260	Special education aide in regular development class, childcare center, or family childcare home (ages 0–2 only)	X			34 CFR sections 300.34 (c)(3), 300.226

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
270	Respite care services (ages 0–2 only): Through the IFSP process, short-term care given in-home or out-of-home, which temporarily relieves families of the ongoing responsibility for specialized care for child with a disability. (Note: only for infants and toddlers from birth through 2, but under 3.)	X			34 <i>CFR</i> sections 300.34 (c)(3), 300.226
330	Specialized academic instruction: Adapting, as appropriate to the needs of the child with a disability, the content, methodology, or delivery of instruction to ensure access of the child to the general curriculum, so that he or she can meet the educational standards within the jurisdiction of the public agency that apply to all children.	X			34 <i>CFR</i> Section 300.39(b)(3)
340	Intensive individual instruction: IEP Team determination that student requires additional support for all or part of the day to meet his or her IEP goals.	X			30 California <i>Education Code</i> (EC) Section 56364
350	Individual and small group instruction: Instruction delivered one-to-one or in a small group as specified in an IEP enabling the individual(s) to participate effectively in the total school program.	X			5 California <i>Code of Regulations</i> (CCR) Section 3051; 30 EC Section 56441.2
415	Language and speech: Language and speech services provide remedial intervention for eligible individuals with difficulty understanding or using spoken language. The difficulty may result from problems with articulation (excluding abnormal swallowing patterns, if that is the sole assessed disability); abnormal voice quality, pitch, or loudness; fluency; hearing loss; or the acquisition, comprehension, or expression of spoken language. Language deficits or speech patterns resulting from unfamiliarity with the English language and from environmental, economic or cultural factors are not included. Services include specialized instruction and services: monitoring, reviewing, and consultation, and may be direct or indirect, including the use of a speech consultant.	X			5 CCR Section 3051.1; 30 EC Section 56363; 34 <i>CFR</i> sections 300.34 (c)(15), 300.8 (c)(11)

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
425	Adapted physical education: Direct physical education services provided by an adapted physical education specialist to pupils who have needs that cannot be adequately satisfied in other physical education programs as indicated by assessment and evaluation of motor skills performance and other areas of need. It may include individually designed developmental activities, games, sports, and rhythms, for strength development and fitness suited to the capabilities, limitations, and interests of individual students with disabilities who may not safely, successfully, or meaningfully engage in unrestricted participation in the vigorous activities of the general or modified physical education program.	X			5 CCR Section 3051.5; 30 EC Section 56363; 34 CFR sections 300.108, 300.39 (b)(2)
435	Health and nursing-specialized physical health care services: Specialized physical health care services means those health services prescribed by the child's licensed physician and surgeon, requiring medically related training of the individual who performs the services and which are necessary during the school day to enable the child to attend school (5 CCR Section 3051.12[b]). Specialized physical health care services include but are not limited to suctioning, oxygen administration, catheterization, nebulizer treatments, insulin administration, and glucose testing.	X			5 CCR Section 3051.12; 30 EC sections 56363, 49423.5(d) 34 CFR Section 300.107;
436	Health and nursing--other services: This includes services that are provided to individuals with exceptional needs by a qualified individual pursuant to an IEP when a student has health problems which require nursing intervention beyond basic school health services. Services include managing the health problem, consulting with staff, group and individual counseling, making appropriate referrals, and maintaining communication with agencies and health care providers. These services do not include any physician supervised or specialized health care service. IEP required health and nursing services are expected to supplement the regular health services program.	X			5 CCR Section 3051.12; 30 EC Section 56363; 34 CFR Section 300.107

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
445	Assistive technology services: Any specialized training or technical support for the incorporation of assistive devices, adapted computer technology, or specialized media with the educational programs to improve access for students. The term includes a functional analysis of the student's needs for assistive technology; selecting, designing, fitting, customizing, or repairing appropriate devices; coordinating services with assistive technology devices; training or technical assistance for students with a disability, the student's family, individuals providing education or rehabilitation services, and employers.	X			5 <i>CCR</i> Section 3051.16; 30 <i>EC</i> Section 56363; 34 <i>CFR</i> sections 300.6, 300.105
450	Occupational therapy: Occupational Therapy (OT) includes services to improve student's educational performance, postural stability, self-help abilities, sensory processing and organization, environmental adaptation and use of assistive devices, motor planning and coordination, visual perception and integration, social and play abilities, and fine motor abilities. Both direct and indirect services may be provided within the classroom, other educational settings, or the home, in groups or individually, and may include therapeutic techniques to develop abilities, adaptations to the student's environment or curriculum, and consultation and collaboration with other staff and parents. Services are provided, pursuant to an IEP, by a qualified occupational therapist registered with the American Occupational Therapy Certification Board.	X			5 <i>CCR</i> Section 3051.6; 30 <i>EC</i> Section 56363; 34 <i>CFR</i> Section 300.34 (c)(6)

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
460	Physical therapy: These services are provided, pursuant to an IEP, by a registered physical therapist, or physical therapist assistant, when assessment shows a discrepancy between gross motor performance and other educational skills. Physical therapy includes, but is not limited to, motor control and coordination, posture and balance, self-help, functional mobility, accessibility and use of assistive devices. Services may be provided within the classroom, other educational settings or in the home, and may occur in groups or individually. These services may include adaptations to the student's environment and curriculum, selected therapeutic techniques and activities, and consultation and collaborative interventions with staff and parents.	X			5 CCR Section 3051.6; 30 EC Section 56363; 34 CFR Section 300.34 (c)(9); California <i>Business and Professions Code</i> (B&PC) Chapter 5.7 sections 2600–2696; <i>Government Code (GC)</i> Interagency Agreement Chapter 26.5 Section 7575(a)(2)
510	Individual counseling: One-to-one counseling, provided by a qualified individual pursuant to an IEP. Counseling may focus on such student aspects as education, career, personal, or be with parents or staff members on learning problems or guidance programs for students. Individual counseling is expected to supplement the regular guidance and counseling program.	X			5 CCR Section 3051.9; 34 CFR Section 300.34(c)(2)
515	Counseling and guidance: Counseling in a group setting, provided by a qualified individual pursuant to an IEP. Group counseling is typically social skills development, but may focus on such student aspects as education, career, personal, or be with parents or staff members on learning problems or guidance programs for students. IEP required group counseling is expected to supplement the regular guidance and counseling program. Guidance services include interpersonal, intrapersonal, or family interventions, performed in an individual or group setting by a qualified individual pursuant to an IEP. Specific programs include social skills development, self-esteem building, parent training, and assistance to special education students supervised by staff credentialed to serve special education students. These services are expected to supplement the regular guidance and counseling program.	X			34 CFR sections 300.24.(b)(2), 300.306; 5 CCR Section 3051.9

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
520	Parent counseling: Individual or group counseling provided by a qualified individual pursuant to an IEP to assist the parent(s) of special education students in better understanding and meeting their child's needs and may include parenting skills or other pertinent issues. IEP required parent counseling is expected to supplement the regular guidance and counseling program.	X			5 CCR Section 3051.11; 34 CFR Section 300.34(c)(8)
525	Social work services: Social work services, provided by a qualified individual pursuant to an IEP, include, but are not limited to, preparing a social or developmental history of a child with a disability, group and individual counseling with the child and family, working with those problems in a child's living situation (home, school, and community) that affect the child's adjustment in school, and mobilizing school and community resources to enable the child to learn as effectively as possible in his or her educational program. Social work services are expected to supplement the regular guidance and counseling program.	X			5 CCR Section 3051.13; 34 CFR Section 300.34(c)(14)
530	Psychological services: These services, provided by a credentialed or licensed psychologist pursuant to an IEP, include interpreting assessment results for parents and staff in implementing the IEP, obtaining and interpreting information about child behavior and conditions related to learning, and planning programs of individual and group counseling and guidance services for children and parents. These services may include consulting with other staff in planning school programs to meet the special needs of children as indicated in the IEP. IEP required psychological services are expected to supplement the regular guidance and counseling program.	X			5 CCR Section 3051.10; 34 CFR Section 300.34 (c)(10)
535	Behavior intervention services: A systematic implementation of procedures designed to promote lasting, positive changes in the student's behavior resulting in greater access to a variety of community settings, social contacts, public events, and placement in the least restrictive environment.	X			5 CCR Section 3001(d); 34 CFR Section 300.34 (c)(10)

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
540	Day treatment services: Structured education, training, and support services to address the student's mental health needs.	X			Health & Safety Code, Div.2, Chap.3, Article 1, Section 1502(a)
545	Residential treatment services: A 24-hour, out-of-home placement that provides intensive therapeutic services to support the educational program.	X			Welfare and Institutions Code, Part 2, Chapter 2.5, Art. 1, Section 5671
610	Specialized services for low incidence disabilities: Low incidence services are defined as those provided to the student population who have orthopedic impairment (OI), visual impairment (VI), who are deaf, hard of hearing (HH), or deaf-blind (DB). Typically, services are provided in education settings by an itinerant teacher or an itinerant teacher/specialist. Consultation is provided to the teacher, staff, and parents as needed. These services must be clearly written in the student's IEP, including frequency and duration of the services to the student.	X			5 CCR sections 3051.16, 3051.18; 34 CFR Section 300.34
710	Specialized deaf and hard of hearing services: These services include speech therapy, speech reading, auditory training, and/or instruction in the student's mode of communication. Rehabilitative and educational services; adapting curricula, methods, and the learning environment; and special consultation to students, parents, teachers, and other school personnel.	X			5 CCR sections 3051.16, 3051.18; 34 CFR Section 300.34
715	Interpreter services: Sign language interpretation of spoken language to individuals, whose communication is normally sign language, by a qualified sign language interpreter. This includes conveying information through the sign system of the student or consumer and tutoring students regarding class content through the sign system of the student.	X			5 CCR Section 3051.16; 34 CFR Section 300.34 (c)(4)
720	Audiological services: These services include measurements of acuity, monitoring amplification, and frequency modulation system use. Consultation services with teachers, parents, or speech pathologists must be identified in the IEP as to reason, frequency, and duration of contact; infrequent contact is considered assistance and would not be included.	X			5 CCR Section 3051.2; 34 CFR Section 300.34 (c)(1)

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
725	Specialized vision services: This is a broad category of services provided to students with visual impairments. It includes assessment of functional vision; curriculum modifications necessary to meet the student's educational needs including Braille, large type, and aural media; instruction in areas of need; concept development and academic skills; communication skills including alternative modes of reading and writing; and social, emotional, career, vocational, and independent living skills. It may include coordination of other personnel providing services to the students such as transcribers, readers, counselors, orientation and mobility specialists, career/vocational staff, and others, and collaboration with the student's classroom teacher.	X			5 <i>CCR</i> Section 3030(d); 30 <i>EC</i> Section 56364.1
730	Orientation and mobility: Students with identified visual impairments are trained in body awareness and to understand how to move. Students are trained to develop skills to enable them to travel safely and independently around the school and in the community. It may include consultation services to parents regarding their children requiring such services according to an IEP.	X			5 <i>CCR</i> Section 3051.3; 30 <i>EC</i> Section 56363; 34 <i>CFR</i> Section 300.34 (c)(7)
735	Braille transcription: Any transcription services to convert materials from print to Braille. It may include textbooks, tests, worksheets, or anything necessary for instruction. The transcriber should be qualified in English Braille as well as Nemeth Code (mathematics) and be certified by appropriate agency.	X			5 <i>CCR</i> Section 3051.16; 30 <i>EC</i> Section 56363; 34 <i>CFR</i> Section 300.8 (c)(13)
740	Specialized orthopedic services: Specially designed instruction related to the unique needs of students with orthopedic disabilities, including specialized materials and equipment.	X			5 <i>CCR</i> sections 3030(e), 3051.16; 30 <i>EC</i> Section 56363; 34 <i>CFR</i> Section 300.8 (c)(8)
745	Reading services	X			5 <i>CCR</i> Section 3051.16

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
750	Note taking services: Any specialized assistance given to the student for the purpose of taking notes when the student is unable to do so independently. This may include, but is not limited to, copies of notes taken by another student or transcription of tape-recorded information from a class or aide designated to take notes. This does not include instruction in the process of learning how to take notes.	X			5 CCR Section 3051.16
755	Transcription services: Any transcription service to convert materials from print to a mode of communication suitable for the student. This may also include dictation services as it may pertain to textbooks, tests, worksheets, or anything necessary for instruction.	X			5 CCR Section 3051.16
760	Recreation services, includes therapeutic recreation: Therapeutic recreation and specialized instructional programs designed to assist pupils to become as independent as possible in leisure activities, and when possible and appropriate, facilitate the pupil's integration into general recreation programs.	X			5 CCR Section 3051.15; 34 CFR Section 300.34 (c)(11)
820	College awareness: College awareness is the result of acts that promote and increase student learning about higher education opportunities, information, and options that are available including, but not limited to, career planning, course prerequisites, admission eligibility, and financial aid.	X			34 CFR sections 300.39 (b)(5), 300.43
830	Vocational assessment, counseling, guidance, and career assessment: Organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment, and may include provision for work experience, job coaching, development and/or placement, and situational assessment. This includes career counseling to assist a student in assessing his/her aptitudes, abilities, and interests in order to make realistic career decisions.	X			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
840	Career awareness: Transition services include a provision for self-advocacy, career planning, and career guidance. This also emphasizes the need for coordination between these provisions and the Perkins Act to ensure that students with disabilities in middle schools will be able to access vocational education funds.	X			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
850	Work experience education: Work experience education means organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment, or for additional preparation for a career requiring other than a baccalaureate or advanced degree.	X			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
855	Job Coaching: Job coaching is a service that provides assistance and guidance to an employee who may be experiencing difficulty with one or more aspects of the daily job tasks and functions. The service is provided by a job coach who is highly successful, skilled and trained on the job who can determine how the employee that is experiencing difficulty learns best and formulate a training plan to improve job performance.	X			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
860	Mentoring: Mentoring is a sustained coaching relationship between a student and teacher through ongoing involvement. The mentor offers support, guidance, encouragement and assistance as the learner encounters challenges with respect to a particular area such as acquisition of job skills. Mentoring can be either formal, as in planned, structured instruction, or informal that occurs naturally through friendship, counseling, and collegiality in a casual, unplanned way.	X			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
865	Agency linkages (referral and placement): Service coordination and case management that facilitates the linkage of individualized education programs under this part and individualized family service plans under part C with individualized service plans under multiple Federal and State programs, such as title I of the Rehabilitation Act of 1973 (vocational rehabilitation), title XIX of the Social Security Act (Medicaid), and title XVI of the Social Security Act (supplemental security income).	X			30 EC Section 56341.5 (f); 34 CFR Section 300.344 (3)(b)
870	Travel training (includes mobility training)	X			5 CCR Section 3051.3; 34 CFR sections 300.39 (c)(7)
890	Other transition services: These services may include program coordination, case management and meetings, and crafting linkages between schools and between schools and postsecondary agencies.	X			

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
900	Other special education/related services: Any other specialized service required for a student with a disability to receive educational benefit.	X			
* <i>B&PC–Business and Professional Codes</i> <i>CCR–California Code of Regulations</i> <i>CFR–Code of Federal Regulations</i> <i>EC–Education Code</i> <i>GC–Government Code</i>					

Local Educational Agency: Capistrano

Infant Services (003)

[illegible]

Use these codes to identify the type of facility where Infant Services (ages 0–3) are provided:

00—No School (Ages 0–5 only)	10—Public Day School
11—Public Residential School	15—Special Education Center
19—Other Public School/Facilities	40—Home
45—Hospital Facility	62—Child Development or Child Care Facility
65—Extended Day Care	

Special Education Local Plan Area: Capistrano

Local Educational Agency: Capistrano

Pre-School Services (004)

List the site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location										
A. The services listed in the boxes to the right (→) are provided at all schools in the LEA.	330	340	350	415	425	435	436	445	450	460	510	
	520	530	535	610	710	715	720	725	730	740		
Site Name	Type of Facility	List the California Special Education Management Information System (CASEMIS) code associated with each service that is provided at the location listed in the left-hand column										
Ambuehl (Harold) Elem	10											
Arroyo Vista Elem	10											
Bathgate Elementary	10											
Benedict (Truman) Elem	10											
Bergeson (Marian) Elem	10											
Canyon Vista Elem	10											
Castille Elementary	10											
Chaparral Elementary	10											
Concordia Elementary	10											
Crown Valley Elem	10											
Del Obispo Elementary	10											
Don Juan Avila Elem	10											
George White Elem	10											
Hankey (Carl) Elem	10											
Hidden Hills Elem	10											
Kinoshita Elementary	10											
Ladera Ranch Elem	10											
Laguna Niguel Elem	10											

Use these numbers to identify the type of facility where Pre-School Services (ages 3–5) are provided:

10–Public Day School	15–Special Education Center
40–Home Instruction	45–Hospital Facility
61–Head Start Program	62–Child Development or Child Care Facility
63–State Preschool Program	64–Private Preschool
65–Extended Day Care Program	

Special Education Local Plan Area: Capistrano

Local Educational Agency: Capistrano

Pre-School Services (004)

List the site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location									
A. The services listed in the boxes to the right (→) are provided at all schools in the LEA.	330	340	350	415	425	435	436	445	450	460	510
	520	530	535	610	710	715	720	725	730	740	
Site Name	Type of Facility	List the California Special Education Management Information System (CASEMIS) code associated with each service that is provided at the location listed in the left-hand column									
Clarence Lobo Elem	10										
John Malcom Elem	10										
Marblehead Elem	10										
Moulton Elementary	10										
Oak Grove Elementary	10										
Oso Grande Elem	10										
Palisades Elem	10										
Philip Reilly Elem	10										
R.H. Dana Elem	10										
R.H. Dana ENF	10										
San Juan Elementary	10										
Tijeras Creek Elem	10										
Viejo Elementary	10										
Vista del Mar Elem	10										
Wagon Wheel Elem	10										
Wood Canyon Elem	10										
State Preschools	63										
Headstart	61	330 only	415 only								

Use these numbers to identify the type of facility where Pre-School Services (ages 3–5) are provided:

10–Public Day School	15–Special Education Center
40–Home Instruction	45–Hospital Facility
61–Head Start Program	62–Child Development or Child Care Facility
63–State Preschool Program	64–Private Preschool
65–Extended Day Care Program	

Special Education Local Plan Area: Capistrano

Local Educational Agency: Capistrano Unified

ANNUAL SERVICE PLAN (001)

Location														
A. The services listed in the boxes to the right (➔) are provided at all schools in the LEA.		330	350	425	435	436	445	450	460	510	515	520		
		340	415											
		530	535	610	710	715	720	725	730	735	740	750		
B. List all physical locations where services are provided in the LEA. Also, list any other services that are provided and not listed in box A above.		Type of Facility (See Below)	Nature of Service List the California Special Education Management Information System (CASEMIS) code associated with each service that is provided at the location listed in the left-hand column.											
Ambuehl (Harold) Elem	10													
Arroyo Vista Elem	10													
Bathgate Elementary	10													
Benedict (Truman) Elem	10													
Bergeson (Marian) Elem	10													
Canyon Vista Elem	10													
Castille Elementary	10													
Chaparral Elementary	10													
Concordia Elementary	10													
Crown Valley Elem	10													
Del Obispo Elementary	10													
Don Juan Avila Elem	10													
George White Elem	10													
Hankey (Carl) Elem	10													
Hidden Hills Elem	10													
Kinoshita Elementary	10													
Ladera Ranch Elem	10													
Laguna Niguel Elem	10													
Las Flores Elementary	10													
Las Palmas Elementary	10													

Please ensure that the following are included on this form:

10–Public Day School	11–Public Residential School
15–Special Education Center/Facility	19–Other Public School/Facilities
20–Continuation School	22–Alternative Work Education Center/Work Study Program
24–Independent Study	31–Community School
55–Charter School (operated by an LEA/District/County Office of Education)	56–Charter School (operated as an LEA)

Special Education Local Plan Area: Capistrano

Local Educational Agency: Capistrano Unified

ANNUAL SERVICE PLAN (001)

Location													
A. The services listed in the boxes to the right (➡) are provided at all schools in the LEA.		330	350	425	435	436	445	450	460	510	515	520	
		340	415										
		530	535	610	710	715	720	725	730	735	740	750	
B. List all physical locations where services are provided in the LEA. Also, list any other services that are provided and not listed in box A above.		Type of Facility (See Below)	Nature of Service List the California Special Education Management Information System (CASEMIS) code associated with each service that is provided at the location listed in the left-hand column.										
Clarence Lobo Elem	10												
John Malcom Elem	10												
Marblehead Elem	10												
Moulton Elementary	10												
Oak Grove Elementary	10												
Oso Grande Elem	10												
Palisades Elem	10												
Philip Reilly Elem	10												
R.H. Dana Elem	10												
R.H. Dana ENF	10												
San Juan Elementary	10												
Tijeras Creek Elem	10												
Viejo Elementary	10												
Vista del Mar Elem	10												
Wagon Wheel Elem	10												
Wood Canyon Elem	10												
Community Roots	55												
Journey	55												

Please ensure that the following are included on this form:

10–Public Day School	11–Public Residential School
15–Special Education Center/Facility	19–Other Public School/Facilities
20–Continuation School	22–Alternative Work Education Center/Work Study Program
24–Independent Study	31–Community School
55–Charter School (operated by an LEA/District/County Office of Education)	56–Charter School (operated as an LEA)

Special Education Local Plan Area: Capistrano

Local Educational Agency: Capistrano Unified

ANNUAL SERVICE PLAN (001)

Location		330	350	425	436	450	460	510	515	520	530	535
A. The services listed in the boxes to the right (→) are provided at all schools in the LEA.		340	415	435	445							
		610	710	715	720	725	730	735	740	750	755	840
B. List all physical locations where services are provided in the LEA. Also, list any other services that are provided and not listed in box A above.		Nature of Service List the California Special Education Management Information System (CASEMIS) code associated with each service that is provided at the location listed in the left-hand column.										
Aliso Viejo MS	10											
Arroyo Vista MS	10											
Bernice Ayer MS	10											
Don Juan Avila MS	10											
Carl Hankey MS	10											
Ladera Ranch MS	10											
Las Flores MS	10											
Marco Forster MS	10											
Newhart MS	10											
Niguel Hills MS	10											
Shorecliffs MS	10											
Vista del Mar MS	10											

Please ensure that the following are included on this form:

10–Public Day School	11–Public Residential School
15–Special Education Center/Facility	19–Other Public School/Facilities
20–Continuation School	22–Alternative Work Education Center/Work Study Program
24–Independent Study	31–Community School
55–Charter School (operated by an LEA/District/County Office of Education)	56–Charter School (operated as an LEA)

Local Educational Agency: Capistrano Unified

[illegible]

10–Public Day School	11–Public Residential School
15–Special Education Center/Facility	19–Other Public School/Facilities
20–Continuation School	22–Alternative Work Education Center/Work Study Program
24–Independent Study	31–Community School
55–Charter School (operated by an LEA/District/County Office of Education)	56–Charter School (operated as an LEA)

Special Education Local Plan Area: Capistrano

Local Educational Agency: Capistrano Unified

ANNUAL SERVICE PLAN (001)

Location														
A. The services listed in the boxes to the right (→) are provided at all schools in the LEA.		330	340	350	415	530	535	900						
B. List all physical locations where services are provided in the LEA. Also, list any other services that are provided and not listed in box A above.		Type of Facility (See Below)	Nature of Service List the California Special Education Management Information System (CASEMIS) code associated with each service that is provided at the location listed in the left-hand column.											
Blind Children's Learning Center	70	425 435	445 450	460 510	610 720	725	730	735	740	755	760	870		
Kids Institute for Development & Advancement	70	450	460	510										
Mardan School	70	425	450	460	510	515	750	820	830	840	850	865		
Oceanview School	70	450	460	510	515	520	750	820	830	840	850	865		
Olive Crest Academy-Canal	70	450	460	510	520	750								
Olive Crest Academy-TEC	70	450	460	510	515	520	750	820	830	840	850	865		
Pyramid Autism Center	70	425	445	450	460	510	515	750	865					
Spectrum Center-Rossier Park	70	425	450	460	510									
Speech & Language Development Center	70	425 435	445 450	460 510	515 610	710	715	720	730	740	750	870		
TERI-The County School	70	425	450											

Please ensure that the following are included on this form:

10-Public Day School	11-Public Residential School
15-Special Education Center/Facility	19-Other Public School/Facilities
20-Continuation School	22-Alternative Work Education Center/Work Study Program
24-Independent Study	31-Community School
55-Charter School (operated by an LEA/District/County Office of Education)	56-Charter School (operated as an LEA)
70-Nonpublic Day School	

Special Education Local Plan Area: Capistrano

Local Educational Agency: Capistrano Unified

ANNUAL SERVICE PLAN (001)

Location		330	350	415	435	436	450	510	515	520	530	535
A. The services listed in the boxes to the right (→) are provided at all schools in the LEA.		340										
		540	545	750	760	820	830	840	850	860	865	900
B. List all physical locations where services are provided in the LEA. Also, list any other services that are provided and not listed in box A above.		Type of Facility (See Below)	Nature of Service List the California Special Education Management Information System (CASEMIS) code associated with each service that is provided at the location listed in the left-hand column.									
Alpine Academy	11											
Cathedral Home for Children	11	855										
Clarinda Academy	11											
Copper Hills Youth	11											
Devereux Arizona	11											
Devereux Cleo Wallace	11											
Devereux Georgia	11											
Devereux League City	11	855										
Devereux Viera	11											
Devereux Victoria	11	855										
Heritage	11											
Island View Academy	11											
Mingus Mountain	11											
New Haven	11	855										
Oak Grove Institute	11	855										
Red Rock Canyon	11											
Woodward Academy	11											
Yellowstone Ranch	11											
Youth Care of Utah	11	855										
County Jail	32	330	only									

Please ensure that the following are included on this form:

10–Public Day School	11–Public Residential School
15–Special Education Center/Facility	19–Other Public School/Facilities
20–Continuation School	22–Alternative Work Education Center/Work Study Program
24–Independent Study	31–Community School
55–Charter School (operated by an LEA/District/County Office of Education)	56–Charter School (operated as an LEA)

ANNUAL BUDGET PLAN FISCAL YEAR 2013-14

The Annual Budget Plan shall identify expected expenditures for all items required by this part as listed below. The *Standardized Account Code Structure (SACS)* codes provide source information from the local educational agency (LEA) reporting.

	Reference/Label	Instructions	Estimated Totals
A	Funds received in accordance with Chapter 7.2 (commencing with California <i>Education Code</i> [EC] Section 56836) (Special Education Program Funding)	<i>SACS Resource Code</i> 6500 (State), 3300-3499 (Federal) 6512-6535 (General Fund)	43,992,688
B	Administrative costs of the plan	<i>SACS Goal Code</i> 5001 Function 2100	3,459,628
C	Special Education services to pupils with: (1) severe disabilities , and (2) low-incidence disabilities	<i>SACS Goal Code</i> 5710	668,571
		<i>SACS Goal Code</i> 5730	7,402,768
		<i>SACS Goal Code</i> 5750	33,596,230
D	Special education services to pupils with non-severe disabilities	<i>SACS Goal Code</i> 5770	23,806,731
E	Supplemental aids and services to meet the individual needs of pupils placed in regular education classrooms and environments	Any <i>SACS Goal Code</i> with <i>SACS Function Code</i> 1130 ¹	4,288,347
F	Regionalized operations and services, and direct instructional support by program specialists in accordance with Article 6 (commencing with Section 56836.23) of Chapter 7.2. (SELPA Program Specialists Funding)	<i>SACS Goal Code</i> 5050	
		<i>SACS Goal Code</i> 5060	
G	The use of property taxes allocated to the special education local plan area pursuant to <i>EC</i> Section 2572.	Statement is included in Local Plan	

¹ Function Activity Classification can be located at:
<http://www.cde.ca.gov/be/ag/ag/yr08/mar08item24a6.doc>

FOR CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY

Received by the State Superintendent of Public Instruction: Date: _____ By: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

BUDGET ASSUMPTIONS
2013-2014

PURPOSE

The purpose of the budget assumptions outlined below is to provide the framework the District uses for preparing the 2013-2014 budget. The overarching influence to the following assumptions is the budget for the State of California. Other assumptions will be based upon District input and prior year trends, as well as external sources or conditions when appropriate. The framework is based upon the most up-to-date information known to the District at the time of development of the budget assumptions. These budget assumptions may change based upon any negotiated settlements prior to budget adoption.

OVERALL ASSUMPTIONS

1. Enrollment projections for 2013-2014 assume enrollment will be in decline as compared to 2012-2013. The projected enrollment for revenue limit funding during 2013-2014 is 50,322.

Funding received from the State is based on the District's Average Daily Attendance (ADA). ADA is calculated by dividing the total number of days of *student attendance* by the number of *days of school taught* during the same period. When a district's enrollment is declining, the state funds the district on their prior year P-2 ADA; therefore, funding for 2013-2014 will be based on P-2 ADA for 2012-2013, which is 48,383.58.

Currently, the net funded base revenue limit is projected to be \$5,293.03 per unit of ADA, which is an increase of \$82 per ADA compared to fiscal year 2012-2013. This amount includes information as detailed in the Governor's May Revise using the most conservative scenario. This calculation is detailed further in item 3.

2. Site supply budgets and staffing allocations will be determined using the following formulas:

2.1 Site Supply Budget Formula ^{1,2}:

K-5	\$15.75 / student
6-8	\$18.75 / student
9-12	\$24.75 / student

¹ Site supply budgets are exclusive of copier allocation, which is centrally funded

² These amounts represent a 25 percent reduction that was instituted in relation to funding shortfalls from the State of California

2.2 Staffing Formula:

K	=	32 : 1
1 – 5	=	33 : 1
6 – 8	=	34 : 1 (includes prep periods and electives)
9 – 12	=	36 : 1 (includes prep periods and electives)

REVENUE ASSUMPTIONS

3. The 2013-2014 revenue limit will be based upon the 2012-2013 revenue limit with a projected 1.565 percent cost of living adjustment (COLA), with the same deficit factor of 22.272 percent which means that the COLA will be funded. The District's 2013-2014 deficated revenue limit per ADA is projected to be \$5,293.03 per unit of ADA. This is in comparison to the 2012-2013 revenue limit of \$5,211.03.
4. State categorical program funding is expected to receive a 1.565 percent COLA for Tier I – III programs.
 - 4.1 The District will utilize the flexibility of the Tier III programs afforded through SBX3 4. The District will also utilize the flexibility afforded to the Class Size Reduction program, and the revenue is projected at 6.6 million.
5. State Special Education funding is expected to receive 1.565 percent COLA.
6. Lottery unrestricted revenue will be calculated at \$124.00 per unit of annual attendance. Unrestricted revenue is projected to be approximately \$6.5 million.
7. Lottery restricted revenue for instructional materials will be calculated at \$30.00 per unit of annual attendance. Restricted revenue is projected to be approximately \$1.6 million.

EXPENDITURE ASSUMPTIONS

8. The budget assumes that employees will take the same number of furlough days, step freezes and pay reductions as the current fiscal year.
 - 8.1 Step and column increases will be reflected for those certificated, classified, and administrative employees who qualify for movement based upon their longevity with the District, earned education credits, and negotiated agreements.
 - 8.1.1 Salary costs estimated for employee groups will increase by the following percentages due to employee movement across the salary schedule.

CUEA	1.5%
CSEA	2.0%
CUMA	1.5%
Teamsters	2.0%

8.2 Vacancies created due to retirements or those employees indicating the intent not to return will be budgeted as follows:

Certificated:	Column C, Step 11
Classified:	Step 3, Range per Classification
Administrative:	Step 3, Range per Classification

8.3 2013-2014 salary agreements have not been reached with all represented groups.

9. Actual costs for special education are dependent on the type of services the District is required to provide to each individual student. For the purposes of budgeting expenditures, the District is projecting increases of between 2 and 5 percent in the costs of non-salary expenditures for operating the program during 2013-2014.

10. For categorically funded programs, the positions allocated will reflect the funding available.

11. Benefits

11.1 The District will utilize the following employer rates for statutory benefits for the 2013-2014 budget year, based upon currently available information from various State agencies.

STRS	8.250 %
PERS	10.923 %
PERS Reduction	2.097 %
OASDI	6.200 %
Medicare	1.450 %
Workers Comp	1.500 %
Unemployment	0.050 %

11.2 The District will utilize the following rates to contribute towards the Other Post- Employment Benefits (OPEBs). The District is utilizing the pay-as-you-go method of contributing towards its OPEB liability.

OPEB – Active	0.45%
OPEB – All	0.27%

11.3 The Public Employees Retirement System (PERS) revenue limit reduction transfer is estimated at \$398,053, which matches the amount to be budgeted as income.

12. Health and welfare insurance costs for the District for the 2013-2014 fiscal year are budgeted to increase slightly as a result of the Affordable Health Care Act.

12.1 Health and welfare expenditures for 2013-2014 are projected to be approximately \$40.5 million.

13. Liability insurance premiums for the 2013-2014 fiscal year will be budgeted to increase by 8 percent.
 - 13.1 Property and Liability insurance costs for 2013-2014 are projected to be approximately \$2.5 million.
14. Utilities are expected to increase by 2 percent over the 2012-2013 year based upon California CPI as forecasted for 2013-2014.
15. Transfers and Capital Outlay
 - 15.1 The District will not contribute to the Deferred Maintenance Fund during the 2013-2014 fiscal year.
 - 15.2 The District will transfer a total of approximately \$2.1 million from the following funds to the General Fund to help offset revenue limit reductions.

Fund 11 (Adult Education):	\$ 900,000
Fund 14 (Deferred Maintenance):	\$1,200,000
16. Indirect / Direct Costs
 - 16.1 Inter-program direct and indirect costs will be calculated at the maximum allowable rate per program. The rate is 4.38 percent for 2013-2014.
 - 16.2 The Cafeteria Fund will be charged a 4.38 percent indirect cost for the 2013-2014 fiscal year. Ed. Code §38101(c) and 52616.4(a)(3) specify that the indirect cost charge for Cafeteria Funds is the lesser of the approved school district rate, or the statewide average rate. In addition to indirect charges, the District charges applicable direct costs including telephone, electricity, natural gas, waste disposal, and laundry services.
 - 16.3 The Child Development Fund will be charged based on direct staff time used to support the childcare program, utility costs, insurance, and maintenance and warehouse services.
17. Debt Service and Major Lease Payments
 - 17.1 The District is projected to incur approximately \$1,500,000 in debt service payments from the General Fund in 2013-2014. The amount consists primarily of lease payments obligations.
 - 17.2 The District currently does not plan to enter into significant additional lease obligations during the 2013-2014 fiscal year.
18. At a minimum, the Reserve for "Economic Uncertainty" will be maintained at the 2 percent mandated level.

19. New textbooks, consumables, and the costs of rebinding will be budgeted at \$2.0 million, and will be funded from the following:
 - 19.1 Restricted Lottery Funding
 - 19.2 Instructional Materials Funding Realignment Program (IMFRP)
20. Summer School, which includes credit recovery and legally mandated activities, during 2013, is currently budgeted at \$50,000.

ADDITIONAL ASSUMPTIONS

21. Interest earnings on funds in custody will be budgeted at 0.35 percent.
22. Charter Schools
 - 22.1 The District currently has executed contracts with five charter school groups. The charter schools receive a combination of property tax revenue and State aid, including a categorical block grant. The District provides general financial review for the charters and their respective budgets.
 - 22.2 The District receives fees from the charter school groups for administrative oversight, which are projected to be approximately \$185,000.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

**BUDGET GUIDELINES
2013-2014**

PURPOSE

Budget guidelines provide the overarching set of instructions that staff will use in the creation of the fiscal year budget. Guidelines set consistent parameters and goals that drive the formation of the budget.

GENERAL

1. At a minimum, the primary consideration in developing the budget is the provision of an effective and contemporary educational program, which meets District and State standards and regulations at all grade levels.
2. Budgeted expenditures shall not exceed income plus any carry over from prior years.
3. Budget assumptions shall be developed, reviewed, and updated on an on-going basis.
4. A budget calendar shall be created and used as a planning guide for budget development.
5. The Strategic Plan along with Board goals, directions, and priorities will be a driving force in the development of the budget, to the extent allowed within the available funding.
6. When the Board of Trustees authorizes or approves a new goal, project, or program, it shall specify the allocation or reallocation of resources required to appropriately execute the new initiative.
7. When new projects, plans, or programs are presented to the Board for approval, the estimated fiscal impact of the project and available funding sources shall be included.
 - 7.1 Upon approval, the budget shall be adjusted as deemed appropriate based on the availability of funds and the Board's priorities.
8. The budget shall include a General Fund Reserve for Economic Uncertainty of no less than two percent of the total General Fund appropriations in object codes 1000 through 7999.
9. Staffing shall be maintained so as to appropriately carry out Board policies, support future growth, and honor collective bargaining agreements.
10. The Cafeteria Fund, Child Care Fund, and Associated Student Body funds shall be self-supporting and, where allowable, shall include allocations for direct, indirect, and support costs.

11. The District will utilize a Multiple Year Projection tool in order to facilitate the compilation of the current and future year budget projections as required under AB1200.
12. The budget development process will include user friendly information that provides disclosure of anticipated beginning balances, revenues, expenditures, and ending balances for all District funds. This information will be provided to highlight the intended uses of these funds during the budget year.
13. In the event that closing or re-configuring schools is considered, associated savings and expenditures shall be identified and budgeted with adequate lead-time to allow for appropriate review, analysis, and community input as well as adequate transitions.

REVENUE

14. One-time sources of funding shall not be used to facilitate ongoing expenditures.

EXPENDITURE

15. Funds shall be made available in the budget to support current and anticipated collective bargaining commitments in accordance with AB 1285.
16. Within the context of negotiations and available resources, the District will endeavor to provide employees with competitive salary and benefits packages that reflect a level of incentive sufficient to continue to attract and retain qualified people.
17. Any/all debt service or leasing obligations shall be included in the budget.
18. All categorical programs shall be self-supporting and, where allowable, shall include allocations for indirect and support costs. Special Education, Transportation, and Maintenance and Operations are not recognized as self-supporting at this time; however, a goal of self-support shall be maintained. Each of these programs shall be monitored to ensure minimal impact to the general fund.
19. Supply and equipment formulas in effect for the current year shall be reviewed, revised, adjusted, and/or frozen, as necessary.
20. Allowance shall be made for increases and/or decreases in the cost of services and supplies; e.g., gasoline, natural gas, electricity, insurance, water, postage, trash collection, telephone services, lease agreements, debt repayment, employee retirement contributions, or benefits mandated by law.
21. Furniture and equipment replacement will be funded to the extent that can be justified in relationship to available resources.

OTHER

22. As part of the multi-year Tier III flexibility provisions of SBX3 4, the Deferred Maintenance program has been designated as an unrestricted program. To take advantage of this provision, the transfer from the General Fund to Deferred Maintenance will be suspended during 2013-2014.
23. All unspent funds at year end in Federal categorical programs are considered restricted balances and will be carried forward to the following year and re-budgeted.
24. As part of the adoption and review of the District's fiscal year budget and related financial activity, the District is required to prepare specific reporting documents. These documents, and their associated filing deadlines, are indicated below.

Adopted Budget	(Prior to June 30)
Revised Budget	(Within 45 days of the Governor signing the State Budget)
First Interim Report	(Within 45 days of October 31, or by December 15)
Second Interim Report	(Within 45 days of January 31, or by March 15)
Third Interim Report*	(Within 31 days of April 30, or by June 1)
Independent Audit Report	(Prior to December 15 after the close of the fiscal year)

A third interim report becomes necessary with the filing of a qualified or negative interim report.

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals			2013-14 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
A. REVENUES									
1) Revenue Limit Sources		8010-8099	252,132,503.00	4,992,020.00	257,124,523.00	252,191,904.00	5,243,532.00	257,435,436.00	0.1%
2) Federal Revenue		8100-8299	717,790.00	17,705,421.00	18,423,211.00	659,511.00	15,051,490.00	15,711,001.00	-14.7%
3) Other State Revenue		8300-8599	33,619,980.00	37,105,287.00	70,725,267.00	33,764,373.00	38,131,974.00	71,896,347.00	1.7%
4) Other Local Revenue		8600-8799	7,046,844.00	776,449.00	7,823,293.00	2,577,089.00	577,400.00	3,154,489.00	-59.7%
5) TOTAL REVENUES			293,517,117.00	60,579,177.00	354,096,294.00	289,192,877.00	59,004,396.00	348,197,273.00	-1.7%
B. EXPENDITURES									
1) Certificated Salaries		1000-1999	146,448,809.00	31,444,673.00	177,893,482.00	145,950,546.00	33,112,641.00	179,063,187.00	0.7%
2) Classified Salaries		2000-2999	26,663,380.00	26,792,218.77	53,455,598.77	24,878,180.00	29,436,485.00	54,314,665.00	1.6%
3) Employee Benefits		3000-3999	55,303,642.00	19,948,183.26	75,251,825.26	53,716,623.00	19,699,944.00	73,416,567.00	-2.4%
4) Books and Supplies		4000-4999	4,002,566.00	7,419,210.97	11,421,776.97	3,584,771.00	6,534,067.00	10,118,838.00	-11.4%
5) Services and Other Operating Expenditures		5000-5999	19,081,198.12	14,289,707.00	33,370,905.12	17,169,336.00	11,423,347.00	28,592,683.00	-14.3%
6) Capital Outlay		6000-6999	203,900.00	174,900.00	378,800.00	245,000.00	0.00	245,000.00	-35.3%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	3,921,781.88	6,398,174.00	10,319,955.88	3,927,363.00	6,391,845.00	10,319,208.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(4,554,221.00)	3,879,701.00	(674,520.00)	(4,792,985.00)	4,185,453.00	(607,532.00)	-9.9%
9) TOTAL EXPENDITURES			251,071,056.00	110,346,768.00	361,417,824.00	244,678,834.00	110,783,782.00	355,462,616.00	-1.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A6 - B9)									
			42,446,061.00	(49,767,591.00)	(7,321,530.00)	44,514,043.00	(51,779,386.00)	(7,265,343.00)	-0.8%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	2,111,057.00	0.00	2,111,057.00	2,111,057.00	0.00	2,111,057.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(48,541,905.00)	48,541,905.00	0.00	(50,296,653.00)	50,296,653.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			(46,430,848.00)	48,541,905.00	2,111,057.00	(48,185,596.00)	50,296,653.00	2,111,057.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals			2013-14 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(3,984,787.00)	(1,225,686.00)	(5,210,473.00)	(3,671,553.00)	(1,482,733.00)	(5,154,286.00)	-1.1%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	16,640,290.00	2,708,419.00	19,348,709.00	12,655,503.00	1,482,733.00	14,138,236.00	-26.9%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			16,640,290.00	2,708,419.00	19,348,709.00	12,655,503.00	1,482,733.00	14,138,236.00	-26.9%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			16,640,290.00	2,708,419.00	19,348,709.00	12,655,503.00	1,482,733.00	14,138,236.00	-26.9%
2) Ending Balance, June 30 (E + F1e)			12,655,503.00	1,482,733.00	14,138,236.00	8,983,950.00	0.00	8,983,950.00	-36.5%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	175,000.00	0.00	175,000.00	175,000.00	0.00	175,000.00	0.0%
Stores		9712	150,000.00	0.00	150,000.00	150,000.00	0.00	150,000.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	1,482,733.00	1,482,733.00	0.00	0.00	0.00	-100.0%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments		9780	1,880,000.00	0.00	1,880,000.00	1,333,012.00	0.00	1,333,012.00	-29.1%
e) Unassigned/unappropriated									
Reserve for Economic Uncertainties		9789	7,296,000.00	0.00	7,296,000.00	7,296,000.00	0.00	7,296,000.00	0.0%
Unassigned/Unappropriated Amount		9790	3,154,503.00	0.00	3,154,503.00	29,938.00	0.00	29,938.00	-99.1%

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals			2013-14 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
G. ASSETS									
1) Cash									
a) in County Treasury		9110	0.00	0.00	0.00				
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00	0.00	0.00				
b) in Banks		9120	0.00	0.00	0.00				
c) in Revolving Fund		9130	0.00	0.00	0.00				
d) with Fiscal Agent		9135	0.00	0.00	0.00				
e) collections awaiting deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	0.00	0.00	0.00				
4) Due from Grantor Government		9290	0.00	0.00	0.00				
5) Due from Other Funds		9310	0.00	0.00	0.00				
6) Stores		9320	0.00	0.00	0.00				
7) Prepaid Expenditures		9330	0.00	0.00	0.00				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) TOTAL, ASSETS			0.00	0.00	0.00				
H. LIABILITIES									
1) Accounts Payable		9500	0.00	0.00	0.00				
2) Due to Grantor Governments		9590	0.00	0.00	0.00				
3) Due to Other Funds		9610	0.00	0.00	0.00				
4) Current Loans		9640	0.00	0.00	0.00				
5) Deferred Revenue		9650	0.00	0.00	0.00				
6) TOTAL, LIABILITIES			0.00	0.00	0.00				
I. FUND EQUITY									
Ending Fund Balance, June 30 (G9 - H6)			0.00	0.00	0.00				

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

June 12, 2013

RESOLUTION NO. 1213-48

AUTHORIZATION OF TEMPORARY INTERFUND TRANSFERS

BACKGROUND INFORMATION

Education Code §42603 authorizes the Board of Trustees to temporarily transfer money held in any fund to another fund for payment of obligations by the District. Amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. Borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred.

CURRENT CONSIDERATIONS

Due to the nature of the current budget situation, it is necessary to secure flexibility to balance cash flow during the 2013-2014 school year.

This agenda item requests Board approval to authorize interfund loans between funds. These loans (cash transfers) will be made to and between the general fund, and various other District funds.

- Adult Education Fund (Fund 11)
- Child Development Fund (Fund 12)
- Cafeteria Fund (Fund 13)
- Deferred Maintenance Fund (Fund 14)
- Capital Facilities Fund (Fund 25)
- School Facilities Fund (Fund 39)
- Special Reserve Fund (Fund 40)
- Workers' Compensation Fund (Fund 68)
- Health and Welfare Fund (Fund 69) and
- Property & Liability Fund (Fund 70)

FINANCIAL IMPLICATIONS

Adoption of Resolution No. 1213-48 will have no financial impact on the income or expenditures of any District funds.

STAFF RECOMMENDATION

It is recommended the Board of Trustees adopt Resolution No. 1213-48, Authorization of Temporary Interfund Transfers.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1213-48

AUTHORIZATION OF TEMPORARY INTERFUND TRANSFERS

WHEREAS, Education Code §42603 authorizes the Board of Trustees to temporarily transfer money held in any fund to another fund for payment of obligations of the District, and

WHEREAS, such a transfer can be accounted for as temporary borrowing between funds and shall not be available for appropriation or be considered income to the borrowing fund, and

WHEREAS, no more than 75 percent of money held in any fund or account during a current fiscal year may be transferred pursuant to the provisions of this section during that fiscal year;

BE IT RESOLVED that the Board of Trustees authorizes the administration to make temporary interfund transfers.

BE IT FURTHER RESOLVED that the amounts transferred shall be repaid or transferred back to the original fund before the end of the fiscal year ending June 30, 2014, or in the following fiscal year if the transfer took place within the last 120 days of the fiscal year.

AYES: ()

NOES ()

ABSENT ()

ABSTAIN ()

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 12th day of June, 2013, by a roll call vote.

Anna Bryson
Clerk

Joseph M. Farley, Ed.D.
Superintendent
Secretary of the Board of Trustees



SCHOOLS LEGAL SERVICE

AL MUJARES, Ph.D.
County Superintendent of Schools

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RONALD D. WENKART
General Counsel

CLAIRE Y. MOREY
LYSA M. SALTZMAN
KELLY R. BARNES
Counsel

NORMA GARCIA
Paralegal

May 17, 2013

13-192

Kimberly Thomason
Superintendent
Capistrano-Laguna Beach Regional Occupational Program
31522 El Camino Real
San Juan Capistrano, California 92675

Re: Amendment of Joint Powers Agreement

Dear Ms. Thomason:

You have indicated that the governing board of the Capistrano-Laguna Beach Regional Occupational Program (ROP) is interested in amending the Joint Powers Agreement to change the name of the ROP from Capistrano-Laguna Beach Regional Occupational Program to South Coast Regional Occupational Program.

In order to make this change, it will be necessary to amend Section 2 of the Joint Powers Agreement, which establishes the name of the ROP as Capistrano-Laguna Beach Regional Occupational Program (ROP). The Joint Powers Agreement may be amended pursuant to Section 9 of the Joint Powers Agreement. Section 9 of the Joint Powers Agreement states that the JPA may be amended by a simple majority vote of the governing boards of each of the participating districts. Any amendment will only become effective upon final approval by two-thirds of all the members of the ROP board.

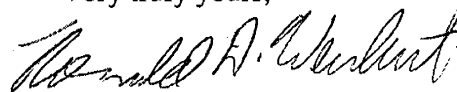
Pursuant to Section 3 of the Joint Powers Agreement, the ROP is under the direction of the governing board consisting of two duly designated representatives of the governing boards of each of the participating school districts. Therefore, final approval by the governing board of the ROP requires three affirmative votes.

EXHIBIT 19

13-192
May 17, 2013
Page 2

Attached is a proposed amendment to the Capistrano-Laguna Beach Regional Occupational Program Joint Powers Agreement. If you have any further questions, please do not hesitate to contact our office.

Very truly yours,

A handwritten signature in black ink, appearing to read "Ronald D. Wenkart", written in a cursive style.

Ronald D. Wenkart
General Counsel

RDW:vld
Attachment

**AMENDMENT TO THE CAPISTRANO-LAGUNA BEACH
REGIONAL OCCUPATIONAL PROGRAM
JOINT POWERS AGREEMENT**

Paragraph 2 of the Capistrano-Laguna Beach Regional Occupational Program Joint Powers Agreement is hereby amended to state: "A separate Joint Powers entity is hereby created, and shall be hereinafter referred to as South Coast Regional Occupational Program (ROP)."

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the Capistrano-Laguna Beach Regional Occupational Program Joint Powers Agreement to be duly executed by their authorized officers thereunder duly authorized as set forth below.

CAPISTRANO UNIFIED SCHOOL DISTRICT

John M. Alpay, President, Board of Trustees

Date

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

William Landsiedel, President, Board of Trustees

Date

CAPISTRANO-LAGUNA BEACH REGIONAL
OCCUPATIONAL PROGRAM

Kimberly Thomason, Superintendent

Date

STUDENT FEES

The District shall not charge a student/pupil fee for participation in an educational activity, except as specifically permitted by state law.

The following definitions shall apply for purposes of this policy:

- (a) "Educational activity" means an activity offered by a school, school district, charter school, or county office of education that constitutes an integral fundamental part of elementary and secondary education, including, but not limited to, curricular and extracurricular activities.
- (b) "Pupil fee" means a fee, deposit, or other charge imposed on pupils, or a pupil's parents or guardians, in violation of Education Code §49011 and Section 5 of Article IX of the California Constitution, which require educational activities to be provided free of charge to all pupils without regard to their families' ability or willingness to pay fees or request special waivers, as provided for in Hartzell v. Connell (1984) 35 Cal.3d 899. A pupil fee includes, but is not limited to, all of the following:
 - (1) A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory, or is for credit.
 - (2) A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, uniform, or other materials or equipment.
 - (3) A purchase that a pupil is required to make to obtain materials, supplies, equipment, or uniforms associated with an educational activity.

All supplies, materials, and equipment needed to participate in educational activities shall be provided to students free of charge.

This policy should not be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or schools providing student prizes or other recognition for voluntary participation in fundraising activities.

The District shall not offer course credit or privileges related to educational activities in exchange for money or donations of goods or services from a student or a student's parents or guardians, and shall not remove course credit or privileges related to educational activities, or otherwise discriminate against a student, because the student or the student's parents or guardians did not or will not provide money or donations of goods or services to the District. A fee waiver policy shall not make a student/pupil fee permissible.

PERMISSIBLE FEES

Students/pupils may be charged for the following, as permitted by California Education Code:

- 1.1 Charges for optional attendance as a spectator at a school or District sponsored activity (Hartzell, 35 Cal. 3d 899, 911, fn. 14).
- 1.2 Charges for food served to students, subject to free and reduced price meal program eligibility and other restrictions specified in law (Education Codes §38082 and §38084).
- 1.3 Paying the replacement cost for District books or supplies loaned to a student that the student fails to return, or that is willfully cut, defaced or otherwise injured, up to an amount not to exceed \$10,000 (Education Codes §19910, §19911, and §48904).
- 1.4 Charges for required medical and accident insurance for athletic team members, so long as there is a waiver for financial hardship (Education Code §32221).
- 1.5 Charges for the rental or lease of personal property needed for District purposes, such as caps and gowns for graduation ceremonies (Education Code §38119).
- 1.6 Fees for academic school camp programs, so long as no student is denied the opportunity to participate because of nonpayment of the fee (Education Code §35335).
- 1.7 Reimbursement for the direct cost of materials provided to a student for property the student has fabricated from such materials for his/her own possession and use, such as wood shop, art, or sewing projects kept by the student (Education Code §17551).
- 1.8 Reimbursement for the actual cost of duplicating public records, student records, or a prospectus of the school curriculum (Government Code §6253; Education Code §49091.14).
- 1.9 Fees for transportation to and from school, and transportation between school and regional occupational centers, programs or classes, as long as the fee does not exceed the statewide average nonsubsidized cost per student and provided there is a waiver provision based on financial need (Education Code §39807.5) (See Board Policy 3260).
- 1.10 Fees for transportation of pupils to places of summer employment (Education Code §39837).
- 1.11 Tuition fees charged to pupils whose parents are actual and legal residents of an adjacent foreign country or an adjacent state (Education Codes §48050, §48051, and §48052).

STUDENT FEES (continued)

BP 3260(c)

- 1.12 Tuition fees collected from foreign students attending a District school pursuant to an F-1 visa, equal to the full unsubsidized per capita cost of providing education during the period of attendance (8 U.S.C. §1184(m)(l)).
- 1.13 Fees for an optional fingerprinting program for kindergarten or other newly enrolled students, if the fee does not exceed the actual costs associated with the program (Education Code §32390).
- 1.14 Fees for community classes in civic, vocational, literacy, health, homemaking, and technical and general education, not to exceed the cost of maintaining the community classes (Education Codes §51810 and §51815).
- 1.15 Deposits for band instruments, music, uniforms and other regalia which school band members take on excursions to foreign countries (Education Code §38120).
- 1.16 Charges for eye safety devices, for a student to keep, so long as the school provides them free of charge for use in specified courses or activities in which students are engaged in, or are observing, an activity or the use of hazardous substances likely to cause injury to the eyes (Education Code §32033).
- 1.17 Fees and expenses for field trips and excursions in connection with courses of instruction or school related social, educational, cultural, athletic, or school band activities, as long as no student is prevented from making the field trip or excursion because of lack of sufficient funds (Education Code §35330(b)).
- 1.18 Medical or hospital insurance for field trips that is made available by the school District (Education Code §35331).
- 1.19 Charges for standardized physical education attire of a particular color and design, but the school may not mandate that the attire be purchased from the school and no physical education grade of a student may be impacted based on the failure to wear standardized apparel “arising from circumstances beyond the control” of the student (Education Code §49066).
- 1.20 Charging for the parking of vehicles on school grounds (Vehicle Code §21113).
- 1.21 Charges for adult education books, materials, and classes as specified in law (Education Codes §52612 and §60410).
- 1.22 Charges for child care and development services (Education Code §8263).

Complaints of non-compliance with this Board Policy shall be filed in accordance with Administrative Regulation 3.32: Student Fees and Board Policy 1312.3: Uniform Complaint Procedures. Complaints regarding student fees shall be filed not later than one year from the date the alleged violation occurred.

STUDENT FEES (continued)

BP 3260(d)

Legal Reference:

EDUCATION CODE

49010-49013 Pupil Fees

Management References:

California Constitution, Article 9, Section 5

Title 5 California Code of Regulations, Section 350

Policy

Adopted:

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – REGULAR MEETING
MAY 22, 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 Student Expulsions; discuss Public Employee Appointment/Employment; confer with Labor Negotiators; and discuss Public Employee Discipline/Dismissal/Release.

The regular meeting of the Board reconvened to open session and was called to order by President Alpay at 7:03 p.m.

The Pledge of Allegiance was led by San Clemente High School Teacher Mike Conlon.

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

Absent: Trustee Pritchard

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

Permanent Record

It was moved by Trustee Bryson, seconded by Trustee Hatton, and motion carried by a 6-0 vote to adopt the Board agenda.

Adoption of the Board Agenda

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

President Alpay reported the following action taken during closed session:

President's Report From Closed Session Meeting

Agenda Item #3 A1 through A5 – Student Expulsions:

The Board voted 6-0 to expel the following students by stipulated agreement: Case #2013-059, #2013-060, #2013-065, #2013-067, and #2013-070.

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

Agenda Item #3 B1 through B6 – Public Employee Appointment/Employment:

The Board voted 6-0 to approve the appointment of Michael Halt, Principal, San Clemente High School.

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

The Board voted 6-0 to approve the appointments of Manoj Mahindrakar and William Mocnik, High School Assistant Principals.

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

The Board voted 6-0 to approve the appointment of Frederick Carpio, Director I, Special Education Technology Support Programs.

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

The Board voted 6-0 to approve the appointment of Clark Fisher, Director I, Performing Arts Centers and Facilities.

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

The Board voted 6-0 to approve the appointment of Pamela Allen-Sawyer, Elementary School Principal.

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

The Board voted 6-0 to approve the appointment of Matt Reid, Coordinator, Athletics and Extra-Curricular Programs.

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

Agenda Item #3 C – Conference with Labor Negotiators:

No action was taken.

Agenda Item #3 D – Public Employee Discipline/Dismissal/Release:

The Board voted 6-0 to authorize the issuance of non-reelection notices to Employee #28132, #24686, and #29048 for the 2013-2014 school year.

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

Castille, Las Palmas, Malcolm, Moulton, and Oso Grande elementary schools; Aliso Viejo, Ladera Ranch, Marco Forster, Newhart, and Niguel Hills middle schools; and Carl Hankey K-8 school, were recognized for their participation in the VEX Robotics Challenge Competition at the Anaheim Convention Center in April. The team from Castille Elementary School won the CREATE award for robot design and Newhart Middle School won the Overall Middle School Excellence award and third place in the Robotics Challenge.

Special Recognitions

At 7:15 p.m., it was moved by Trustee Bryson, seconded by Trustee Reardon, and motion carried by a 6-0 vote to take a two minute break. The Board reconvened at 7:17 p.m.

Break

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

Superintendent Farley announced this was Student Advisor Madison Wolfert's last meeting and thanked her for her service on the Board. President Alpay presented Madison with a gift certificate on behalf of the Board.

Board and Superintendent Comments

Student Advisor Madison Wolfert stated being on the Board has been an educational experience and she has gained an immense appreciation for the difficult work Trustees do.

Trustee Hanacek shared she had attended the San Juan Hills High School Achievement Awards and it was a great evening.

Trustee Bryson remarked she attended the Dana Hills High School Achievement Awards and the Armed Forces Day celebration and walk-a-thon for the Marines held at Shorecliffs Middle School.

Trustee Hatton stated she attends the Adult Transition Program graduation and awards ceremony every year and she is pleased the District not only recognizes the advanced students but also students with special needs.

Trustee Alpay read a statement regarding the attributes and qualifications of newly appointed San Clemente High School Principal Michael Halt.

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:

- *Monica and Alicia Serratos asked the Board to improve school lunches by adding a healthier choice to the menu with foods that are HFCS and synthetic chemical free.*
- *Martha McNicholas reminded Trustees of the Laguna Niguel Relay for Life event on June 1st and 2nd at Niguel Hills Middle School and encouraged them to participate in one of the many Relay for Life events.*

DISCUSSION/ACTION

It was moved by Trustee Bryson, seconded by Trustee Hatton, and motion carried by a 6-0 vote to approve addressing Agenda Item #4 first on the agenda.

**Motion to Change
Order of Agenda
Items**

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

Executive Director Michelle Le Patner stated, in cooperation with our local high schools, Saddleback College has initiated the development of the High School Partnership Program to better prepare students for the rigors of college coursework leading to success after high school. Dr. Le Patner introduced Saddleback College President Tod Burnett and Director Leslie Humphrey. Dr. Burnett thanked Dr. Farley and the Board for their leadership and partnership and stated this is one of the most comprehensive programs in California. Ms. Humphrey presented a PowerPoint of Saddleback's existing partnership and present goals for future work with the District. Principal Tom Ressler shared the positive partnership San Juan Hills High School has experienced with the Saddleback College program. *(The PowerPoint is posted on the District website.)*

**Saddleback
Agenda Item 4**

Trustee Hatton left the meeting at 8:00 p.m.

Deputy Superintendent Clark Hampton provided a PowerPoint presentation updating Trustees on the economic outlook, the Governor's May Revision, and the 2012-2013 Third Interim Report.

**Third Interim
Report
Agenda Item 1**

The following speaker addressed the Board:

- Dawn Urbanek asked Trustees to address, in public, the budget and negotiation concerns she e-mailed them and requested the Board be more transparent regarding the status quo for negotiated reductions.

Following discussion, it was moved by Trustee Bryson, seconded by Trustee Hanacek, and motion carried by a 4-1 vote to acknowledge receipt of the financial documents related to the Third Interim Report, and authorize their filing with the Orange County Department of Education, the State Controller's Office, and the State Superintendent of Public Instruction.

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

Deputy Superintendent Clark Hampton stated the District is monitoring refinancing opportunities with respect to outstanding bonds of the District's eight Community Facilities Districts. Mr. Hampton introduced Lori Raineri of Government Financial Strategies Incorporated who provided a PowerPoint showing an overview of CFD bonds, potential refinancing opportunities, new bond issuance for CFD 2005-1 Whispering Hills, and the next steps in the process. *(The PowerPoint is posted on the District website.)*

**Proposed
Refinancing of
CFD Funds
Agenda Item 2**

Deputy Superintendent Clark Hampton stated from 2005 to 2006, the District explored various properties and through the 7-11 process received recommendations. On April 24, 2006, the Board approved various properties to be designated as surplus property. The Capistrano Beach bus yard property designation in 2006 was conditioned on an alternate site being found to adequately provide for the operations at the site. The operations currently housed at the site include transportation bus parking, vehicle fueling, recycling storage, surplus furniture and equipment storage and all grounds keeping operations including materials storage. Because extensive operations remain on the site and are expected to remain for the foreseeable future, staff recommends the surplus property designation for this property be rescinded.

**Rescinding Capo
Beach Surplus
Property Status
Agenda Item 3**

It was moved by Trustee Bryson, seconded by Trustee Addonizio, and motion carried by a 5-0 vote to approve Resolution No. 1213-46, Determining the Capistrano Beach Yard Site in Dana Point is Not Surplus to the District's Needs and Rescinding the Prior Conditional Determination.

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

Assistant Superintendent Julie Hatchel stated Board Policy 3260, Student Fees, is a new Board Policy created to meet new legal compliance requirements. Trustee Addonizio requested staff specifically list the items the District can charge for before bringing this policy back to the Board for a second reading.

**New Board Policy
Agenda Item 5**

It was moved by Trustee Addonizio, seconded by Trustee Reardon, and motion carried by a 5-0 vote to approve the revisions to Board Bylaw 9323, *Meeting Conduct*.

**Board Policy
Revisions
Agenda Item 6**

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

President Alpay asked Trustees for items they wished to pull from the Consent Calendar. Agenda Item #12 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 5-0 vote to approve the following Consent Calendar items:

Minutes of the May 8, 2013, regular Board meeting.

**Minutes
Agenda Item 7**

Petition to waive California Education Code §60851(a) and Board Policy 6162.52 – California High School Exit Examination: Case number 1213-021.

**CAHSEE Waivers
Agenda Item 8**

Payment to District master teachers who supported a student teacher during the 2013 spring semester.

**Master Teacher
Payment
Agenda Item 9**

Six comprehensive high school principals as league representatives to the California Interscholastic Federation for 2013-2014.	CIF League Representatives Agenda Item 10
Student teaching agreement with Luther College.	Student Teaching Agreement Agenda Item 11
Purchase orders, warrants, and previously Board-approved bids and contracts as listed.	Purchase Orders/Warrants Agenda Item 13
Donation of Equipment.	Donations Agenda Item 14
Ratification of District standardized Independent Contractor, Master Contract, and Professional Services Agreements.	Professional Services Agreements Agenda Item 15
Ratification of special education Informal Dispute Resolution Agreement Case #034213 and Case #045113.	Informal Dispute Resolution Agreements Agenda Item 16
Modification to special education Settlement Agreement #2010070318.	Special Ed Settlement Agreement Modification Agenda Item 17
Resolution No. 1213-45 authorizing the District to participate in a Temporary Transfer Agreement for the 2013-2014 fiscal year.	Temporary Transfer Agreement Agenda Item 18
Ratification of Change Order No. 19 related to the construction of the Capistrano Valley High School Performing Arts Center.	Change Order #19 CVHS Performing Arts Center Agenda Item 19
Intranet Network Support Services Agreement with the Orange County Superintendent of Schools to provide intranet data connectivity services and support to the District.	Intranet Network Support Services Agreement Agenda Item 20
Award of Bid No. 1314-03 for asphalt paving, sealcoating, and repair to Ben's Asphalt Incorporated.	Bid Award Agenda 21
Extension of School Bus Service Agreement No. 1213100 to provide school bus inspections, servicing, maintenance, repair, and school bus driver training services for buses owned by Anneliese's Schools, Incorporated.	Extension Agreement Agenda Item 22
Extension of the Agreement Bid No. 1112-06 with CR&R, Incorporated to provide service to collect, recycle, and dispose of solid waste for all sites within the District.	Extension Agreement Agenda Item 23

Extension of Consultant Agreement No. C0910101 with Harbottle Law Group to provide general legal services as requested by the District. Item pulled on 5-17-22	Extension of Consulting Agreement Agenda Item 24
Extension of Consultant Agreement No. C1011052 with Atkinson, Andelson, Loya, Ruud & Romo to provide general legal services as requested by the District.	Extension of Consulting Agreement Agenda Item 25
Extension of Consultant Agreement No. C1011064 with Stutz, Artiano, Shinoff & Holtz, APC to provide general legal services as requested by the District.	Extension of Consulting Agreement Agenda Item 26
Extension of Independent Contractor Agreement No. I1011014 with The Planning Center to provide California Environmental Quality Act compliance services as requested by the District.	Extension of Independent Contractor Agreement Agenda Item 27
Extension of Independent Contractor Agreement No. I1011016 with NMG Geotechnical, Incorporated to provide geotechnical services as requested by the District.	Extension of Independent Contractor Agreement Agenda Item 28
Extension of Agreement with American Logistics Company, LLC to provide transportation of special education students as determined by a student's Individualized Education Program.	Extension Agreement Agenda Item 29
Extension of Software License and Support Agreement with Illuminate Education, Incorporated to provide a software system and support for data and assessment management.	Extension of License/Support Agreement Agenda Item 30
Extension of Agreement Bid. No. 1213-01 with Pacific Plumbing Company of Santa Ana to provide emergency and plumbing services for all sites within the District.	Extension Agreement Agenda Item 31
Extension of Agreement for Bid No. 1213-02 with E. Stewart and Associates, Incorporated to provide weed abatement services for all sites within the District.	Extension Agreement Agenda Item 32
Extension of Agreement for Bid. No. 1112-05 with Consolidated Electrical Distributors, Incorporated to provide electrical supplies and materials for all sites within the District.	Extension Agreement Agenda Item 33
Extension of Independent Contractor Agreement No. I1112002 with All Green Electronics Recycling for collection, data destruction, and recycling of materials and electronics equipment as requested by the District.	Extension of Independent Contractor Agreement Agenda Item 34

Resignations, retirements, and employment of classified personnel.

**Resignations/
Retirements/
Employment
(Classified
Personnel)
Agenda Item 35**

Resignations, retirements, and employment of certificated personnel.

**Resignations/
Retirements/
Employment
(Certificated
Personnel)
Agenda Item 36**

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

Trustee Reardon directed several questions to Assistant Superintendent Sara Jocham regarding the Head Start agreement, other agencies the District is working with, and ways the District is meeting its legal obligation to locate and identify pre-K children throughout the District who qualify for special education services. Mrs. Jocham answered each question.

**Head Start
Agreement
Agenda Item 12**

Following discussion, it was moved by Trustee Addonizio, seconded by Trustee Reardon, and motion carried by a 5-0 vote to approve the Interagency Agreement with Orange County Head Start, Incorporated.

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

It was moved by Trustee Reardon, seconded by Trustee Addonizio, and motion carried by a 5-0 vote to adjourn the meeting.

Adjournment

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

President Alpay announced the meeting adjourned at 9:23 p.m.

Board Clerk

Secretary, Board of Trustees

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2012-13 =====
Board of Trustees Meeting.....JUNE 12, 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
5245	98	WLC ARCHITECTS INC	BI:DSA /Fac Acq /SJHHS	750.00
5246	87	SCHMOKER, MIKE	BI:Arch /Fac Acq /CVHS	80,000.00
5247	87	AMS.NET	NonCapEq/Fac Acq /Dstrctwd	18,565.76
	88		NonCapEq/Fac Acq /Dstrctwd	682.01
	90		NonCapEq/Fac Acq /Dstrctwd	2,273.36
	89		NonCapEq/Fac Acq /Dstrctwd	6,441.20
	92		NonCapEq/Fac Acq /Dstrctwd	1,856.58
	94		NonCapEq/Fac Acq /Dstrctwd	3,296.39
	95		NonCapEq/Fac Acq /Dstrctwd	3,031.15
	98		NonCapEq/Fac Acq /Dstrctwd	1,742.91
5248	87	AMS.NET	Serv& Op/Fac Acq /Dstrctwd	85,705.56
	88		Serv& Op/Fac Acq /Dstrctwd	3,148.36
	90		Serv& Op/Fac Acq /Dstrctwd	10,494.56
	89		Serv& Op/Fac Acq /Dstrctwd	29,734.58
	92		Serv& Op/Fac Acq /Dstrctwd	8,570.54
	94		Serv& Op/Fac Acq /Dstrctwd	15,217.10
	95		Serv& Op/Fac Acq /Dstrctwd	13,992.74
	98		Serv& Op/Fac Acq /Dstrctwd	8,045.82
5249	87	NETWORK HARDWARE RESALE	NonCapEq/Fac Acq /Dstrctwd	237,040.44
	88		NonCapEq/Fac Acq /Dstrctwd	9,675.12
	90		NonCapEq/Fac Acq /Dstrctwd	29,025.36
	89		NonCapEq/Fac Acq /Dstrctwd	82,238.52
	92		NonCapEq/Fac Acq /Dstrctwd	24,187.80
	94		NonCapEq/Fac Acq /Dstrctwd	43,538.04
	95		NonCapEq/Fac Acq /Dstrctwd	38,700.48
	98		NonCapEq/Fac Acq /Dstrctwd	19,350.24
5250	87	AMS.NET	NonCapEq/Fac Acq /Dstrctwd	126,117.47
	88		NonCapEq/Fac Acq /Dstrctwd	4,632.88
	90		NonCapEq/Fac Acq /Dstrctwd	15,442.96
	89		NonCapEq/Fac Acq /Dstrctwd	43,755.04
	92		NonCapEq/Fac Acq /Dstrctwd	12,611.74
	94		NonCapEq/Fac Acq /Dstrctwd	22,392.28
	95		NonCapEq/Fac Acq /Dstrctwd	20,590.61
	98		NonCapEq/Fac Acq /Dstrctwd	11,839.60
5251	89	TEL-TEC SECURITY SYSTEMS INC.	NonCapEq/Fac Acq /SCHS	84,062.04
5252	89	SHI	Serv& Op/Fac Acq /SCHS	39.70
5253	89	DELL COMPUTER	NonCapEq/Fac Acq /SCHS	7,350.65

9 Purchase Orders \$1,126,139.59

EXHIBIT 24

Attachment 1

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2012-13 =====
Board of Trustees Meeting.....JUNE 12, 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
324719	1	PAINT STORE	Ppl Tran/PuplTran/Dstrctwd	1,000.00
324720	1	CAMCOR INC	NonCapEq/SE0thIns/Dstrctwd	528.12
324721	14	HELLAS CONSTRUCTION INC.	Rntl:Oth/RR:Grnds/SJHHS	3,600.00
324722	14	HELLAS CONSTRUCTION INC.	Rntl:Oth/RR:Grnds/SCHS	7,000.00
324723	1	EAGLE SOFTWARE	Serv& Op/SupvAdmn/Dstrctwd	2,400.00
324724	14	HELLAS CONSTRUCTION INC.	Rntl:Oth/RR:Grnds/CVHS	4,700.00
324725	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/CVHS	4,041.06
324726	1	COMMERCIAL AQUATIC SERVICES	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
324727	1	BIO CORPORATION	InstMtls/Instrctn/San Juan	353.95
324728	1	APPLE COMPUTER INC	Serv& Op/Instrctn/Dstrctwd	1,099.95
324729	1	BUNDY, KEN & LINDA	Serv& Op/NPS /Dstrctwd	6,450.00
			Serv& Op/PsychSer/Dstrctwd	1,800.00
324730	1	KARPUS, DAVID OR MARY	NPS /NPS /Dstrctwd	1,250.40
324731		VOID	VOID	0.00
324732	1	APPLE COMPUTER INC	InstMtls/Instrctn/Tesoro	1,943.28
324733	1	RED GIANT	InstMtls/Instrctn/CVHS	3,239.46
			InstMtls/Enterprs/CVHS	3,239.46
324734	1	APPLE COMPUTER INC	InstMtls/Instrctn/Tesoro	2,711.39
324735	1	INSIGHT SYSTEMS EXCHANGE	SplsNonI/Sch Adm /SJHHS	384.48
324736	1	APPLE COMPUTER INC	InstMtls/Instrctn/Tesoro	800.88
324737	1	DELL COMPUTER	NonCapEq/Libr&Med/Dstrctwd	831.39
324738	1	RIVERSIDE PUBLISHING CO	InstMtls/SDCInstr/VdelMarE	577.61
324739	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/DJAMS	1,260.36
324740	1	APPLE COMPUTER INC	NonCapEq/Instrctn/DJAMS	2,709.60
324741	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/DHHS	1,516.99
324742	1	DELL COMPUTER	NonCapEq/Sch Adm /VdelMarE	674.53
324743		VOID	VOID	0.00
324744	1	OCEAN INSTITUTE	FieldTrp/Enterprs/Las Palm	1,191.00
324745	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/Enterprs/SCHS	1,922.40
324746	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Dstrctwd	1,513.92
324747		VOID	VOID	0.00
324748	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/Dstrctwd	30.00
			Conf:Ins/Instrctn/Dstrctwd	330.00
324749	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/LRMS	376.92
324750	1	DELL COMPUTER	SplsNonI/Sch Adm /SJHHS	307.57
324751	1	OC LIFE GUARDS	Serv& Op/Instrctn/GrgWhite	310.00
324752	1	HITT MARKING DEVICE	SplsNonI/Sch Adm /SCHS	40.62
324753	1	STAPLES ADVANTAGE	SplsNonI/Sch Adm /Dstrctwd	55.72
324754	1	DELL COMPUTER	F&EInstl/InstTech/Serra	20,784.75
324755	1	APPLE COMPUTER INC	NonCapEq/Instrctn/VDMMS	867.84
324756	1	COAST HILLS COMMUNITY CHURCH	Rnt&Repr/Instrctn/DHHS	3,876.00
324757	1	ILLUMINATE EDUCATION	CnfrNonI/SupvAdmn/Dstrctwd	358.00
324758	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/Sch Adm /SMS	10.00
324759	1	GRANLIBAKKEN	Conf:Ins/Instrctn/SCHS	1,639.20
324760	1	APPLE COMPUTER INC	NonCapEq/SE0thIns/Dstrctwd	433.92

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2012-13 =====
Board of Trustees Meeting.....JUNE 12, 2013

PO No.	Fund	Vendor	Description	Amount
324761	11	JOSTENS	SpplsNonI/Sch Adm /Dstrctwd	45.98
324762	1	EDGEWOOD PRESS INC	InstMtls/Instrctn/Las Palm	672.84
324763	1	GOV PLACE	SpplsNonI/TIS /Dstrctwd	1,553.90
324764	1	T DAVIS & ASSOCIATES INC	Serv& Op/Security/Dstrctwd	7,140.00
324765	1	GOVERNMENT FINANCIAL	Serv& Op/M-R Reim/Dstrctwd	252,850.00
324766	1	!1A1 TUTORIA!	CnsltSvs/Instrctn/Dstrctwd	791.46
324767	1	!AAA! ACADEMICS	CnsltSvs/Instrctn/Dstrctwd	9,497.52
324768	1	GRADE CRACKER LLC	CnsltSvs/Instrctn/Dstrctwd	9,497.52
324769	1	CULVER-NEWLIN INC	NonCapEq/Libr&Med/Bergeson	1,793.89
324770	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/CVHS	1,571.90
324771	1	CULVER-NEWLIN INC	SpplsNonI/Sch Adm /BAMS	616.03
324772	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/ANHS	1,271.28
324773	1	TROXELL COMMUNICATIONS INC	InstMtls/Instrctn/Tesoro	1,503.36
324774	1	SEHI COMPUTER	InstMtls/Instrctn/Del Obis	837.00
324775	1	B & H PHOTOGRAPHY	NonCapEq/Instrctn/DHHS	646.92
324776	1	CAMCOR INC	NonCapEq/Instrctn/San Juan	958.25
324777	1	CAMCOR INC	NonCapEq/Instrctn/ArroyoMS	582.69
			NonCapEq/Instrctn/ArroyoEl	3,529.50
324778	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/Serra	965.41
324779	1	CAPISTRANO GOLF CARS	Rntl:Oth/Custodil/Dstrctwd	15,000.00
324780	1	RUSCO INC	SpplsNonI/RR:Bldgs/Dstrctwd	15,865.20
324781	1	CULVER-NEWLIN INC	SpplsNonI/Sch Adm /Las Palm	1,129.68
324782	12	ORANGE COUNTY REGISTER	Serv& Op/Sch Adm /Dstrctwd	66.72
324783	1	CAMCOR INC	InstMtls/Instrctn/Concordi	528.12
324784	1	CAMCOR INC	InstMtls/Instrctn/Concordi	460.33
324785	1	WEST COAST SOUND SERVICE	Rntl:Oth/RR:Bldgs/Dstrctwd	13,975.00
324786	1	PROGRESS PUBLISHERS	SpplsNonI/Sch Adm /San Juan	907.44
324787	1	SC RENTALS	Rntl:Oth/RR:Bldgs/Dstrctwd	7,387.13
324788	1	BOWIE ARNESON WILES &	Legal /M-R Reim/Dstrctwd	2,500.00
324789	1	CULVER-NEWLIN INC	F&EInstl/Instrctn/Las Palm	14,233.64
324790	1	LEISURE CARE REFERRAL AGENCY	Serv& Op/HlthServ/Dstrctwd	8,200.00
324791	1	HOPE INC	SpplsNonI/Spch Aud/Dstrctwd	20.66
324792	1	CURRICULUM ASSOCIATES	InstMtls/SE0thIns/Dstrctwd	905.99
324793	1	THERAPRO	SpplsNonI/HlthServ/Dstrctwd	64.92
324794	1	HOLT MCDOUGAL	9-12Text/Instrctn/Dstrctwd	15,120.00
324795	1	AARDVARK CLAY	InstMtls/Instrctn/CVHS	128.40
324796	1	DICK BLICK WEST	SpplsNonI/Enterprs/SCHS	2,089.20
324797	1	ORANGE COUNTY DEPT OF EDUC	InstMtls/Instrctn/AVMS	270.00
324798	1	PHONAK INC	Rnt&Repr/HlthServ/Dstrctwd	545.96
324799	1	ATG REHAB	SpplsNonI/HlthServ/Dstrctwd	820.03
324800	1	POSITIVE PROMOTIONS	InstMtls/Instrctn/San Juan	49.48
324801	1	SCHOLASTIC BOOK CLUBS	InstMtls/Instrctn/OsoGrand	340.69
324802	1	LAKESHORE LEARNING MATERIALS	SpplsNonI/HlthServ/Dstrctwd	49.22
324803	1	BELLWORDS EDUCATIONAL SOLUTION	InstMtls/Instrctn/AVMS	2,368.21
324804	1	CROWN VALLEY TRANSMISSION	Rntl:Oth/PuplTran/Dstrctwd	12,000.00
			Rntl:Oth/Dist Veh/Dstrctwd	3,000.00
324805	1	NASCO WEST	InstMtls/Instrctn/Marblehd	2,066.69
324806	1	CARLOS GUZMAN INC	Rntl:Oth/PuplTran/Dstrctwd	10,000.00
324807	1	OCDE/MEDIA SERVICES	InstMtls/Instrctn/San Juan	97.20
324808	1	CLEAN ENERGY	Ppl Tran/PuplTran/Dstrctwd	20,000.00
324809		VOID	VOID	0.00

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2012-13 =====
Board of Trustees Meeting.....JUNE 12, 2013

PO No.	Fund	Vendor	Description	Amount
324810	1	LIFESIGNS INC.	CnsltSvs/Aid:Inst/Dstrctwd	5,000.00
324811	1	HAAN CRAFTS	InstMtls/Instrctn/DJAMS	250.00
324812	1	LINGUI SYSTEMS INC	InstMtls/SE0thIns/Dstrctwd	113.24
324813	1	UCLA MATHEMATICS PROJECT	Conf:Ins/Instrctn/Viejo	425.00
324814	1	KRISTIN K. SCHULTZ / DBA	SubNonCn/Spch Aud/Dstrctwd	13,500.00
324815	1	APPLE COMPUTER INC	NonCapEq/Instrctn/DJAMS	1,083.84
324816	1	NATIONAL PEN COMPANY	SpplsNonI/Sch Adm /San Juan	260.05
324817	1	DELL COMPUTER	SpplsNonI/TIS /Dstrctwd	108.31
324818	1	APPLE COMPUTER INC	InstMtls/Instrctn/Tesoro	2,803.08
324819	1	PSYCHOLOGICAL ASSESSMENT RES	InstMtls/SDCInstr/VdelMarE	649.75
324820	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Marblehd	3,888.96
324821	1	LAKESHORE LEARNING MATERIALS	SpplsNonI/HlthServ/Dstrctwd	81.04
324822	11	EDUCATIONAL TESTING SERVICE	Serv& Op/Instrctn/Dstrctwd	2,340.00
324823	1	GREAT BOOKS FOUNDATION	Bks&Ref /Instrctn/Marblehd	220.00
324824	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/VdelMarE	481.19
324825	1	SUPER DUPER INC.	InstMtls/SDCInstr/VdelMarE	722.60
324826	1	LA HABRA FENCE CO INC	Rntl:Oth/RR:Bldgs/Del Obis	1,936.00
324827	1	ORANGE COUNTY FIRE AUTHORITY	Rntl:Oth/RR:Bldgs/Dstrctwd	100.00
324828	1	PACIFIC PLUMBING COMPANY OF	Rntl:Oth/RR:Bldgs/Dstrctwd	55,000.00
324829	1	LAKESHORE LEARNING MATERIALS	InstMtls/RSPInstr/VdelMarE	484.76
324830	1	DAVE BANG ASSOCIATES	Rntl:Oth/RR:Bldgs/Palisade	4,105.60
324831	1	JONES SCHOOL SUPPLY CO INC	InstMtls/Instrctn/LF Elem	237.30
324832	1	CLARK SECURITY PRODUCTS	SpplsNonI/RR:Bldgs/Dstrctwd	4,059.95
324833	1	LOCAL JANITORIAL & VACUUM	SpplsNonI/Custodil/Dstrctwd	5,000.00
324834	1	MISSION AUTO SERVICE	Rntl:Oth/PuplTran/Dstrctwd	12,960.00
			Rntl:Oth/Dist Veh/Dstrctwd	5,040.00
324835	1	R&S SOIL PRODUCTS INC	Rntl:Oth/Op:Grnds/Dstrctwd	15,000.00
324836	1	JOHNSTONE SUPPLY	SpplsNonI/RR:Bldgs/Dstrctwd	70,000.00
324837	1	BENS ASPHALT	Rntl:Oth/RR:Bldgs/Concordi	4,300.00
324838	1	BENS ASPHALT	Serv& Op/Enterprs/Dstrctwd	5,600.00
324839	1	BENS ASPHALT	Rntl:Oth/RR:Bldgs/FNMS	5,400.00
324840	1	CULVER-NEWLIN INC	InstMtls/Instrctn/Serra	1,290.60
324841	1	FRICTION MATERIALS CO.	Ppl Tran/PuplTran/Dstrctwd	5,000.00
324842	1	RINCON TRUCK PARTS	Rntl:Oth/PuplTran/Dstrctwd	10,000.00
324843	1	UNITED TRANSMISSION EXCHANGE	Ppl Tran/PuplTran/Dstrctwd	5,000.00
324844	1	TRUCPAR CO	Ppl Tran/PuplTran/Dstrctwd	5,000.00
324845	1	ANIMAL PEST MANAGEMENT SERVICE	Rntl:Oth/RR:Bldgs/Dstrctwd	6,000.00
324846		VOID	VOID	0.00
324847	1	UNITED RENTALS	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
324848	1	HIRSCH PIPE & SUPPLY	SpplsNonI/RR:Bldgs/Dstrctwd	8,000.00
324849	1	EBERHARD EQUIPMENT	Rntl:Oth/Op:Grnds/Dstrctwd	5,925.50
324850		VOID	VOID	0.00
324851	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/Bergeson	2,585.00
324852	1	JONES-CAMPBELL CO	NonCapEq/Sch Adm /SJHHS	1,883.52
324853	1	PROSURFACE	InstMtls/CurAthlt/SCHS	3,762.50
324854	1	BERTRANDS HORN IMPROVEMENT	Rnt&Repr/Instrctn/BAMS	500.00
324855	1	WORLD BOOK EDUC PROD	Bks&Ref /Libr&Med/SCHS	1,952.64
324856	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/LFMS	954.58
324857	1	CAMCOR INC	NonCapEq/Instrctn/LRMS	4,791.26
324858	1	MOBILE COMMUNICATION REPAIR	SpplsNonI/Sch Adm /Don Juan	408.24

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2012-13 =====
Board of Trustees Meeting.....JUNE 12, 2013

PO No.	Fund	Vendor	Description	Amount
324859	11	MCGRAW-HILL/SRA	InstMtls/Instrctn/Dstrctwd	1,002.50
324860		VOID	VOID	0.00
324861	40	US BANK	TrOutOth/IntrAgnc/Dstrctwd	224,634.72
324862	1	COMMUNICATIONS USA	SpplsNonI/Sch Adm /LRMS	756.00
324863	1	ARROW RESTAURANT EQUIPMENT	NonCapEq/Instrctn/Serra	4,906.40
324864	1	CULVER-NEWLIN INC	SpplsNonI/Sch Adm /VdelMarE	4,514.40
324865	1	GUITAR CENTER STORES, INC	InstMtls/Instrctn/SJHHS	4,519.63
324866	1	FISHER SCIENTIFIC	InstMtls/Instrctn/Dstrctwd	1,538.41
324867	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/FNMS	85.22
324868	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/LRMS	765.15
324869	11	PRO LINGUA ASSOCIATES	InstMtls/Instrctn/Dstrctwd	280.96
324870	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Las Palm	2,750.00
324871	1	SOUTHWEST SCHOOL SUPPLY	NonCapEq/Instrctn/VdelMarE	561.59
324872	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Las Palm	2,750.00
324873	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Malcom	8,014.00
324874	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Las Palm	2,750.00
324875	11	DELTA SYSTEMS CO INC	InstMtls/Instrctn/Dstrctwd	485.42
324876	1	BEST EQUIPMENT SERVICE	Rnt&Repr/Instrctn/ANHS	54.62
324877	1	NATIONAL RESTAURANT ASSOC	Bks&Ref /Instrctn/Serra	95.00
324878	1	CLTA	PrepdExp/Undesig /Dstrctwd	700.00
324879	1	COLLEGE BOARD - WRO	PrepdExp/Undesig /Dstrctwd	800.00
324880	1	GRANLIBAKKEN	Conf:Ins/Instrctn/SCHS	1,639.20
324881	1	POWELL, DEBBIE	Serv& Op/Instrctn/St Michl	81.58
324882	1	POWELL, DEBBIE	Serv& Op/Instrctn/St Michl	50.00
324883	1	CULVER-NEWLIN INC	InstMtls/Instrctn/MFMS	6,007.18
324884	11	DELTA SYSTEMS CO INC	InstMtls/Instrctn/Dstrctwd	148.60
324885	1	COMMUNICATIONS USA	SpplsNonI/Sch Adm /DJAMS	481.68
324886	1	N-SYNCH TECHNOLOGIES	NonCapEq/TIS /Dstrctwd	982.04
324887	25	AMS.NET INC	NonCapEq/Fac Acq /Dstrctwd	19,607.31
324888	1	APPLE COMPUTER INC	InstMtls/Instrctn/Tesoro	10,197.24
324889	1	STARKEY	SpplsNonI/HlthServ/Dstrctwd	141.47
324890		VOID	VOID	0.00
324891	25	AMS.NET INC	NonCapEq/Fac Acq /Dstrctwd	243,713.66
324892	1	SHI	Serv& Op/TIS /Dstrctwd	149.00
324893	25	AMS.NET INC	Serv& Op/Fac Acq /Dstrctwd	184,225.45
324894	25	NETWORK HARDWARE RESALE	NonCapEq/Fac Acq /Dstrctwd	257,826.00
324895	1	CAMCOR INC	InstMtls/Instrctn/BAMS	920.66
324896	1	APPLE COMPUTER INC	InstMtls/SE0thIns/Dstrctwd	433.92
324897	1	DIGITAL RIVER EDUCATION SVCS.	Serv& Op/Instrctn/Dstrctwd	2,916.00
324898	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Tijeras	794.00
324899	1	BYTES OF LEARNING INC	Serv& Op/Instrctn/Lobo	799.00
324900		VOID	VOID	0.00
324901	1	ADLERS FOREIGN BOOKS	Bks&Ref /Libr&Med/SCHS	59.13
324902	1	DIGITAL NETWORKS GROUP INC	NonCapEq/Sch Adm /SJHHS	1,129.90
324903	1	MOBILE COMMUNICATION REPAIR	SpplsNonI/Sch Adm /BAMS	204.12
324904	1	MEDCO SCHOOL FIRST AID	NonCapEq/CurAthlt/ANHS	1,751.26
			InstMtls/CurAthlt/ANHS	437.81
324905	1	TEL TEC SECURITY SYSTEMS INC	NonCapEq/Enterprs/DHHS	8,768.01
324906	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/SCHS	1,372.56
324907	1	HEWLETT-PACKARD COMPANY	InstMtls/Instrctn/LRMS	307.80

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PO No.	Fund	Vendor	Description	Amount
324908	1	MNJ TECHNOLOGIES DIRECT INC	InstMtls/Instrctn/Marblehd	1,077.30
324909	1	BJ BINDERY	Serv& Op/Grph Art/Dstrctwd	4,000.00
324910	1	ONE STOP BINDERY	Serv& Op/Grph Art/Dstrctwd	3,500.00
324911	1	SO COAST WATER DIST	Op&Hskpg/Opr:Util/Dstrctwd	20,000.00
324912	1	CULVER-NEWLIN INC	InstMtls/Instrctn/SMS	794.10
324913	1	SOUTHWEST SCHOOL SUPPLY	SplsNonI/Enterprs/HankeyMS	218.17
324914		VOID	VOID	0.00
324915	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/DJAMS	19.40
324916	1	ORIENTAL TRADING CO	InstMtls/Instrctn/Dstrctwd	162.00
324917	68	KEENAN & ASSOCIATES	Serv& Op/Enterprs/Dstrctwd	18,107.00
324918	1	TEACHER CREATED MATERIALS	InstMtls/SE0thIns/Dstrctwd	58.92
324919	1	NASCO WEST	InstMtls/Instrctn/DJAMS	49.71
324920	1	AARDVARK CLAY	InstMtls/Instrctn/MFMS	300.00
324921	1	OCDE/MEDIA SERVICES	SplsNonI/Sch Adm /San Juan	180.00
324922	1	CAMCOR INC	InstMtls/Instrctn/FNMS	102.90
324923	13	ECOLAB PEST ELIMINATION	CntrctFd/FoodServ/Dstrctwd	2,050.00
324924	1	RILEY'S FARM	FieldTrp/Instrctn/Moulton	268.00
324925		VOID	VOID	0.00
324926	1	SUPER DUPER INC.	InstMtls/Spch Aud/Dstrctwd	292.19
324927	11	CALIFORNIA DEPT OF EDUCATION	Serv& Op/Instrctn/Dstrctwd	1,240.00
324928	11	PEARSON EDUCATION	InstMtls/Instrctn/Dstrctwd	1,157.86
324929	1	CRACK PATCHER INC	Rntl:Oth/RR:Bldgs/Las Palm	1,375.00
324930	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/SCHS	5,943.00
324931	1	DIGITAL NETWORKS GROUP INC	Rnt&Repr/Instrctn/MFMS	335.00
324932	1	VISUAL AID SERVICES INC	NonCapEq/SE0thIns/Dstrctwd	2,454.60
324933	1	VISUAL AID SERVICES INC	NonCapEq/SE0thIns/Dstrctwd	2,454.60
324934	1	PACIFIC REFRIGERATION IN	Rntl:Oth/RR:Bldgs/Tesoro	882.50
324935	70	EXECUTIVE ENVIRONMENTAL SVCS	Serv& Op/Enterprs/Dstrctwd	706.02
324936	1	CREATIVE IMAGES	Serv& Op/Pub Info/Dstrctwd	400.00
324937	25	SUSAN W. CASE	Serv& Op/Fac Acq /Dstrctwd	250.00
324938	1	LEGOLAND	FieldTrp/Enterprs/Las Palm	825.00
324939	1	SAN DIEGUITO HERITAGE MUSEUM	FieldTrp/Enterprs/Las Palm	120.00
324940	1	SAN DIEGUITO HERITAGE MUSEUM	FieldTrp/Enterprs/Las Palm	120.00
324941	1	SAN DIEGUITO HERITAGE MUSEUM	FieldTrp/Enterprs/Las Palm	120.00
324942	1	SAN DIEGUITO HERITAGE MUSEUM	FieldTrp/Enterprs/Las Palm	120.00
324943	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/Pup Serv/Don Juan	10.00
324944	1	TRAIL 6 ACTION GEAR	InstMtls/Instrctn/CVHS	923.40
324945	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/Castille	100.00
324946	1	MOBILE MINI INC	NonCapEq/RR:Bldgs/Dstrctwd	6,474.60
324947	1	EAGLE	St Rcpts/Undesig /Dstrctwd	6,696.00
324948	1	EVERYTHING MEDICAL	St Rcpts/Undesig /Dstrctwd	1,468.80
324949	1	CONTRACT PAPER GROUP INC.	St Rcpts/Undesig /Dstrctwd	2,271.89
324950	1	PETERSON, SUSAN	InstMtls/Instrctn/NHMS	165.51
324951	1	FARLEY, JOSEPH M	Serv& Op/Supt /Dstrctwd	250.00
324952	1	PRAXAIR	InstMtls/Instrctn/ANHS	208.45
324953	13	HOLLANDIA DAIRY INC.	FdPrshbl/FoodServ/Dstrctwd	22,000.00
324954	13	A & R WHOLESALE DISTRIBUTORS	Food Dry/FoodServ/Dstrctwd	10,000.00
324955	13	SYSCO FOOD SERVICES	Food Dry/FoodServ/Dstrctwd	10,000.00
324956	13	GOLD STAR FOODS INC	Food Dry/FoodServ/Dstrctwd	15,000.00
324957	13	A & R WHOLESALE DISTRIBUTORS	Amerisrv/FoodServ/Dstrctwd	100,000.00

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PO No.	Fund	Vendor	Description	Amount
324958	1	FOLLETT EDUCATIONAL SERVICES	InstMtls/Instrctn/DHHS	196.18
324959		VOID	VOID	0.00
324960	1	ENABLEMART	InstMtls/SE0thIns/Dstrctwd	243.34
324961	1	FOLLETT EDUCATIONAL SERVICES	SplsNonI/SupvAdmn/Dstrctwd	2,536.67
324962		VOID	VOID	0.00
324963	1	FOLLETT EDUCATIONAL SERVICES	InstMtls/Instrctn/Dstrctwd	966.88
324964	1	MOBILE COMMUNICATION REPAIR	SplsNonI/Pup Serv/Dstrctwd	89.64
324965	1	COSTCO S.J.C.	St Rcpts/Undesig /Dstrctwd	2,335.28
324966	1	EDUCATIONAL TESTING AND	CnsltNon/PsychSer/Dstrctwd	4,000.00
324967	1	DELL COMPUTER	SplsNonI/SupvAdmn/Dstrctwd	98.99
324968	1	SPARKLETTS	SplsNonI/Pup Serv/Dstrctwd	15.00
324969	1	RICHARDS INSTITUTE OF EDUC.	CnfrNonI/SupvAdmn/Dstrctwd	3,000.00
324970	1	JIM'S MUSIC CENTER	Rnt&Repr/Instrctn/Dstrctwd	3,082.32
324971	1	CASBO	SplsNonI/Bus/Fisc/Dstrctwd	96.72
324972	12	CHRISTINE STEIN	Serv& Op/SupvAdmn/Dstrctwd	288.00
324973	1	DISCOVERY SCIENCE CENTER	FieldTrp/Instrctn/Malcom	245.00
324974	1	DISCOVERY SCIENCE CENTER	Serv& Op/Instrctn/OsoGrand	1,966.50
324975	1	ROZENBERG, ABBY	NPA /NPA /Dstrctwd	1,400.00
324976	1	WERTHEIMER-GALE & ASSOCIATES	NPA /NPA Hlth/Dstrctwd	390.00
324977	1	THERAPEUTIC EDUCATION CENTER	NPS /NPS /Dstrctwd	9,675.00
324978	1	SUPER WAREHOUSE	NonCapEq/Instrctn/Crn Vlly	3,079.04
324979	1	B & H PHOTOGRAPHY	NonCapEq/Instrctn/DHHS	5,090.04
324980	1	GOODWILL INDUSTRIES OF ORANGE	SubInCon/Aid:Inst/Dstrctwd	60,000.00
324981	1	360 PRINT MEDIA	SplsNonI/Purch /Dstrctwd	2,516.23
324982	1	SOUTHWEST SCHOOL SUPPLY	St Rcpts/Undesig /Dstrctwd	1,399.68
324983	1	EVERYTHING MEDICAL	St Rcpts/Undesig /Dstrctwd	1,539.00
324984	1	SOUTHWEST SCHOOL SUPPLY	St Rcpts/Undesig /Dstrctwd	864.00
324985	1	HEADSETS.COM	NonCapEq/TIS /Dstrctwd	1,070.50
324986	1	FOLLETT EDUCATIONAL SERVICES	K-8Textb/Instrctn/Dstrctwd	586.66
324987	1	BEYOND PLAY	InstMtls/SDCInstr/Dstrctwd	61.51
324988	1	BELLANTE, ROZ D	SplsNonI/SupvAdmn/Dstrctwd	279.72
324989	1	LAVERING, STEVE	NonCapEq/SE0thIns/Dstrctwd	490.99
324990	1	LAVERING, STEVE	InstMtls/SE0thIns/Dstrctwd	405.98
324991	1	DAVE BANG ASSOCIATES	Rntl:Oth/RR:Bldgs/Crn Vlly	4,181.20
324992	1	MIRACLE PLAYGROUND SALES	SplsNonI/RR:Bldgs/ArroyoMS	1,339.55
324993	1	DAVE BANG ASSOCIATES	Rntl:Oth/RR:Bldgs/Tijeras	2,572.00
324994	1	MAILFINANCE INC DBA	Rntl:Oth/Warehse /Dstrctwd	1,042.40
324995	1	P.W. GILLIBRAND CO. INC.	SplsNonI/Op:Grnds/Dstrctwd	824.99
324996	1	NEW MANAGEMENT	SplsNonI/RR:Bldgs/Dstrctwd	19,710.00
324997	1	ARTURO J. ADDEMAN	Serv& Op/Instrctn/Crn Vlly	325.00
324998	1	MIS TECHNOLOGIES	SplsNonI/TIS /Dstrctwd	411.36
324999	1	N-SYNCH TECHNOLOGIES	SplsNonI/TIS /Dstrctwd	982.04
325000	1	ACSA REGION 17	CnfrNonI/Supt /Dstrctwd	49.00
325001	1	HORIZON COACH LINES	Charter /DW Undst/Dstrctwd	3,706.92
325002	1	VANGUARD FLOORING INC	Rntl:Oth/RR:Bldgs/Dstrctwd	5,142.66

271 Purchase Orders \$2,234,537.15

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Warrant Number	Name of Payee	Reference Number	Amount
185612	BENS ASPHALT	PO-323464	5,021.20
185613	CITY OF SAN JUAN CAPISTRANO	PO-320307	6,543.28
185614	MOULTON NIGUEL WATER	PO-320310	6,105.23
185615	ORANGE CTY DEPT EDUC	PO-321393	4,077.29
185616	PACIFIC PLUMBING COMPANY OF	PO-324023	2,088.00
185617	SAN DIEGO GAS & ELECTRIC	PO-321103	80,485.36
185618	SANTA MARGARITA WATER	PO-320311	11,537.47
185619	SO CAL GAS CO	PO-320314	36,847.46
185620	SO COAST WATER DIST	PO-320312	6,154.00
185621	SOUTHERN CALIFORNIA EDISON	PO-320313	3,859.71
185622	WEST COAST ARBORISTS INC.	PO-320346	3,816.00
185623	HELLAS CONSTRUCTION INC.	PO-324379	3,600.00
		PO-324416	4,200.00
185624	LAWRENCE/ALICE LO	PO-324619	16,147.89
185625	DIVISION OF STATE ARCHITECT	PO-324653	500.00
185626	DSA	PO-324235	500.00
185627	DIVISION OF STATE ARCHITECT	PO-324650	500.00
185628	DSA	PO-324234	500.00
185629	COX COMMUNICATIONS	PO-323414	11,829.23
185630	MAIL FINANCE	PO-320275	1,103.73
185631	MERCURY DISPOSAL SYSTEM INC	PO-320472	231.09
185632	MISSION AUTO SERVICE	PO-323579	1,989.24
185633	MOBILE COMM REPAIR INC	PO-320499	654.95
		PO-323840	612.36
		PO-324024	816.48
		PO-324163	204.12
		PO-324304	3,061.80
		PO-324366	367.20
185634	MOBILE FLEET WASH	PO-320849	799.50
185635	MOORE'S SEWING MACHINE	PO-320259	222.73
185636	NCS PEARSON	PO-323899	548.34
185637	OFFICE DEPOT	PO-320790	683.66
		PO-321199	65.04
		PO-323755	110.35-
185638	ONE STOP BINDERY	PO-320119	200.00
185639	ORANGE COUNTY REGISTER	PO-322037	140.52
185640	OVER NIGHT NUMBERING	PO-320120	83.00
185641	PAC TYPEWRITER & COMM	PO-322600	165.24
185642	PACIFIC GO NATURAL GAS	PO-320551	372.23
185643	PACWEST AIR FILTER	PO-320393	7,488.99
185644	PEARSON	PO-323385	4,732.33
		PO-323876	1,482.03
185645	PEARSON ASSESSMENTS	PO-323850	2,569.90
		PO-323972	2,406.90
		PO-323973	1,108.81

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Warrant Number	Name of Payee	Reference Number	Amount
185646	PEARSON EDUCATION	PO-324212	4,800.06
185647	PEPPER-LOS ANGELES, J W	PO-321711	459.82
		PO-322737	585.25
		PO-323650	923.72
		PO-323902	821.39
		PO-323943	535.07
185648	PITNEY BOWES/PRESORT SERVICES	PO-320132	432.10
185649	PREMIERE WATER SERVICES	PO-320508	1,025.00
185650	PRIORITY MAILING SYSTEMS	PO-320138	558.23
185651	SCOTT FORESMAN	PO-323940	415.34
185652	OFFICE DEPOT	PO-320635	331.65
185653	ORANGE COUNTY REGISTER	PO-324076	629.00
185654	DIPKO, JEMILETH AND MARK	PO-320217	2,552.60
185655	FRIEHLING, JAY AND BERNICE	PO-320454	99.03
185656	HEAR NOW ABRAMSON AUDIOLOGY	PO-320333	485.00
185657	LEE, EUNJUNG AND/OR DAEHOE	PO-320832	821.40
185658	OAK GROVE INSTITUTE	PO-320225	10,794.17
		PO-320226	10,534.63
		PO-324100	9,753.75
185659	ORANGE CTY DEPT EDUC	PO-321888	122,437.46
185660	ORANGE CTY TESTING SERV	PO-320676	52.00
185661	PATTERSON, PAMELA	PO-320213	375.00
185662	PROVIDENCE SPEECH AND	PO-320974	1,075.00
		PO-323419	270.00
185663	SOLIANT HEALTH INC	PO-324250	3,618.00
185664	SPEECH & LANGUAGE DEVEL	PO-320232	5,941.25
		PO-320233	5,982.00
		PO-320234	3,565.75
		PO-320235	4,120.50
		PO-320236	3,967.00
185665	SYNTEX GLOBAL	PO-321481	340.00
185666	WINGARD, RICHARD AND LORENA	PO-323522	1,000.00
185667	ALPHA SOUND AND LIGHTING	PO-320153	78.92
185668	APPLE COMPUTER INC	PO-324293	156.60
		PO-324341	2,842.44
185669	ARTURO J. ADDEMAN	PO-323780	2,984.40
185670	ASSOC BUSINESS PRODUCTS	PO-324354	213.84
185671	BOYCE INDUSTRIES	PO-320681	580.98
185672	CAMCOR INC	PO-323893	1,916.50
		PO-324029	5,012.64
		PO-324034	460.32
		PO-324081	1,011.89
		PO-324182	1,584.36
		PO-324278	1,056.24
		PO-324368	1,056.24

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Warrant Number	Name of Payee	Reference Number	Amount
185673	CARD INTEGRATORS	PO-324290	725.00
185674	CENGAGE LEARNING	PO-324204	3,115.53
185675	CENTER ON TEACHING & LEARNING	PO-321645	10,482.00
185676	COAST RECREATION	PO-323452	360.40
		PO-323926	172.46
185677	CONTRACT PAPER GROUP INC.	PO-324275	2,972.16
185678	DANIELS TIRE SERVICE	PO-324283	1,970.42
185679	DELL MARKETING L P	PO-324232	6,900.92
185680	DICK BLICK WEST	PO-324372	178.80
185681	EDUCATIONAL FONTWARE INC	PO-324187	300.00
185682	FOLLETT EDUCATIONAL SVC	PO-324205	857.79
		PO-324206	1,429.65
		PO-324207	932.26
		PO-324208	1,456.65
		PO-324209	325.77
		PO-324210	178.64
185683	JOHN DEERE LANDSCAPES	PO-320330	297.00
185684	KELLY PAPER COMPANY	PO-324078	768.40
185685	LA HABRA FENCE CO INC	PO-324402	4,220.00
185686	LAKESHORE LEARNING MATLS	PO-324387	61.54
185687	ANDERSON, SEAN	PV-134101	84.00
185688	AULD, HANNAH	PV-134102	15.00
185689	CAMPOS, MAURICIO	PV-134103	30.00
185690	COOK-TATE VAVERKA, ETHAN	PV-134119	20.00
185691	GONZALEZ, CASSANDRA	PV-134104	81.00
185692	HITE, HUNTER	PV-134105	20.00
185693	JAMES, CAROLINE	PV-134106	85.00
185694	MALTBY, BRICE	PV-134108	15.00
185695	MANKARYOUS, MIRNA	PV-134109	20.00
185696	MANZOTTI, TOMAS	PV-134110	15.00
185697	MCLAUGHLIN, GREGG	PV-134111	37.28
185698	MONTOYA, TRUDY	PV-134112	3,468.00
185699	MOOTCHNIK, ELISA	PV-134113	144.30
185700	MURADYAN, OHAN	PV-134164	20.00
185701	ROSSI, AUTUMN	PV-134115	3,529.00
185702	SELECKY, ANDREW	PV-134116	15.00
185703	SOLIS, EVELYN	PV-134117	18.00
185704	STROUD, ZACHARY	PV-134118	84.00
185705	VERMEULEN, DONALD	PV-134120	47.69
185706	JOHNSON, JUDY	PV-134107	210.00
185707	RIEGEL, CYNTHIA	PV-134114	826.65
185708	!ACE TUTORING SERVICES INC	PO-324481	6,750.00
185709	A TREE OF KNOWLEDGE	PO-322471	2,616.25
185710	A+ EDUCATIONAL CENTERS	PO-322210	480.00
185711	ACCESS TO LEARNING LLC	PO-322204	3,307.50

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Warrant Number	Name of Payee	Reference Number	Amount
185712	BESTGEN, MARY	PO-321569	480.00
185713	CAMPCO	PO-321480	9,802.10
185714	PROFESSIONAL TUTORS OF AMERICA	PO-321166	2,730.00
		PO-322211	9,112.00
185715	SMART KIDS TUTORING & LEARNING	PO-322201	1,585.50
185716	TEACH N TUTOR INC	PO-322212	4,075.00
185717	UROK LEARNING INSTITUTE	PO-322202	1,627.92
185718	IALPHA! INNOVATION THROUGH	PO-322207	300.00
185719	STEIN, CHRISTINE	PO-321172	2,520.00
185720	BARNETT, LAURA	PV-134125	117.06
185721	BOSIO, DANIELLA	PV-134135	650.00
185722	CHENAULT, MICHELLE	PO-324555	201.19
185723	COPE, AMY	PO-324576	540.00
185724	CORBIN, NICK	PV-134126	117.06
185725	GARRETT, MICHELLE	PV-134127	79.00
185726	HOWARD, JAMIE	PO-324221	389.28
185727	HUDSON, RANDY	PV-134128	567.60
185728	LOUKIDES, KAREN	PV-134130	117.66
185729	MATRANGA, LESLIE	PO-324554	50.00
185730	MCALLISTER, HEATHER	PO-324552	50.00
185731	MILDREW, JULIE	PO-324447	755.60
185732	MIX, DANIELLE	PO-324557	253.92
185733	NOWAKOWSKI, NATASHA	PO-324553	151.19
185734	ORANGE COUNTY DEPT. OF ED	PO-324505	2,600.00
185735	SCAROLA, DENICE	PV-134133	39.44
185736	STAFF DEVELOPMENT FOR EDUCATOR	PO-324188	698.00
185737	WILHELM, BARBARA	PV-134134	280.00
185738	1ST JON	PO-320302	313.60
185739	APPLE COMPUTER INC	PO-324435	5,203.15
		PO-324442	2,662.32
185740	B & H PHOTOGRAPHY	PO-324419	149.00
185741	BOYCE INDUSTRIES	PO-320681	1,205.52
185742	CAMCOR INC	PO-324280	3,402.87
		PO-324306	4,603.28
		PO-324307	2,874.75
		PO-324367	528.12
185743	CINTAS CORP	PO-320319	724.59
185744	COASTAL BLUE	PO-323675	92.02
185745	COMPLETE OFFICE OF CA	PO-323624	36.70
		PO-324037	69.48
185746	DELL MARKETING L P	PO-324324	747.38
185747	DENAULT'S HARDWARE	PO-320162	75.58
185748	DIGITAL NETWORKS GROUP	PO-324292	8,915.90
185749	FOLLETT EDUCATIONAL SVC	PO-324313	666.25
185750	GANAHL LUMBER	PO-320324	4,793.78

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Warrant Number	Name of Payee	Reference Number	Amount
185751	GENERAL BINDING CORP	PO-323762	108.83
185752	IMAGE 2000	PO-320470	457.76
		PO-324407	731.78
185753	INSIGHT SYSTEMS EXCHANGE	PO-324233	6,292.21
		PO-324343	2,936.37
		PO-324345	766.40
		PO-324348	1,149.62
		PO-324350	419.49
185754	KELLY PAPER COMPANY	PO-324078	1,054.66
185755	KIPP BROTHERS INC	PO-324432	131.20
185756	LAWNMOWERS ETC	PO-320824	1,919.94
185757	W W GRAINGER INC	PO-324286	247.97
185758	ANDREASEN, AMY	PV-134136	9.04
185759	BEAUCHAINE, KIMBERLY	PV-134138	81.36
185760	BOLLA, BRENDA	PV-134139	116.96
185761	BOWDEN, JOANNA	PV-134140	89.84
185762	BRANNON, DESIREE	PV-134141	163.85
185763	BUCKMAN, JONATHAN T.	PV-134142	199.45
185764	BUTLER, SUSAN	PV-134143	181.37
185765	CARLISLE, TERESA	PV-134145	20.34
185766	CHAMBERLAIN, DAVID	PV-134146	154.81
185767	CHRISTMAN-STURM, TRACY	PV-134147	63.28
185768	CLIFT, LYNNETTE I	PV-134144	94.36
185769	COX, LINDA	PV-134148	140.69
185770	CUNNINGHAM, CHADWICK	PV-134149	135.04
185771	CURLEY, JULIE	PV-134150	54.81
185772	DAGLEY, JEANA	PV-134151	117.52
185773	DAVIS, DANIELLE	PV-134153	131.08
185774	DE ACUTIS, LISA	PV-134152	36.73
185775	ENGELSON, EMILY	PV-134154	133.34
185776	ENRIQUEZ, MICHELLE L	PV-134155	126.56
185777	FFRENCH, ANDREA	PV-134156	90.40
185778	FLYNN, MARGARET	PV-134157	92.66
185779	GILL, ARVINDER	PV-134159	154.81
185780	GOMEZ, LYDIA	PV-134160	64.41
185781	GONG, PHOEBE	PV-134161	227.13
185782	GRAY, LISA	PV-134162	114.13
185783	HAACK, KATHI	PV-134163	176.28
185784	AZPEITIA, ROSALBA	PV-134137	27.53
185785	FREY, DEBORAH	PV-134158	64.41
185786	STUTZ ARTIANO SHINOFF & HOLTZ	PO-320748	2,814.56
185787	T DAVIS & ASSOCIATES INC	PO-320327	3,750.00
185788	DEPARTMENT OF JUSTICE	PO-320035	4,145.00
185789	JFK TRANSPORTATION CO INC	PV-134167	4,472.50

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Warrant Number	Name of Payee	Reference Number	Amount
185790	OCEAN INSTITUTE	PO-321773	694.00
		PO-323279	1,325.00
		PO-323997	1,125.00
		PO-323998	1,125.00
		PO-323999	1,125.00
185791	PRETEND CITY CHILDREN'S MUSEUM	PO-324138	576.00
185792	THE ECOLOGY CENTER	PO-324647	100.00
185793	THOUSAND PINES OUTDOOR SCHOOL	PO-322096	14,279.58
185794	MOBILE MODULAR	PO-323316	1,830.00
185795	PRUDENTIAL OVERALL SUP	PO-320124	65.72
		PO-322416	32.13
185796	PYRAMID WIRE & CABLE INC.	PO-324356	438.85
185797	SAFETY KLEEN CORP	PO-321901	504.48
185798	SEHI COMPUTER	PO-324332	1,166.40
185799	SELECT EQUIPMENT SALES INC	PO-320134	1,067.53
185800	SIGNS BY CREATIONS UNLIMITED	PO-323472	1,238.04
185801	SKYLINE PEST CONTROL	PO-320682	50.00
		PO-324656	930.00
185802	SMARDAN SUPPLY COMPANY	PO-320340	619.37
185803	SMART & FINAL	PO-320371	113.84
		PO-320382	58.79
		PO-321354	171.94
		PO-321497	43.86
		PO-321610	65.95
		PO-322287	47.90
		PO-323594	182.71
		PO-324156	544.89
		PO-324230	121.35
185804	SO COAST DISTRIBUTING CO	PO-320195	103.46
185805	SO COUNTY PROTECTIVE WEAR	PO-320559	1,667.02
185806	SOUTH COAST FAMILY MEDI CENTER	PO-320033	490.00
185807	SPICERS PAPER CO	PO-322675	1,721.52
185808	SPORTS FACILITIES GROUP INC	PO-320825	3,045.00
185809	STATE WATER RES CTRL BRD	PO-320560	1,359.00
185810	TEXAS SCH F/T BLIND & VI	PO-322128	471.50
185811	TIME CLOCK SALES SERVICE	PO-323674	236.00
185812	TOXGUARD FLUID TECHNOLOGIES	PO-320562	308.98
185813	TUTTLE-CLICK FORD	PO-324352	7,563.69
185814	US GAMES	PO-324225	951.36
185815	VALIANT IMC	PO-323445	42.00
185816	VANGUARD FLOORING INC	PO-323470	747.86
185817	VS ATHLETICS	PO-323802	1,805.38
185818	WAL MART COMMUNITY/GEGRB	PO-321774	99.73
		PO-321778	26.60
		PO-323277	99.56

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Warrant Number	Name of Payee	Reference Number	Amount
185819	WAL MART COMMUNITY/GEGRB	PO-322291	1,749.35
185820	WESTERN PACIFIC PUMP SALES	PO-320270	296.00
185821	WESTERN PUMP	PO-320970	49,580.32
		PO-323442	846.88
185822	SMART & FINAL	PO-320581	124.19
		PO-323132	243.32
185823	WAL MART COMMUNITY/GEGRB	PO-320587	112.92
185824	CAPISTRANO UNIFIED SCHOOL DIST	PO-320116	70,899.65
185825	CORVEL CORPORATION	PO-320222	40,739.64
185826	MAIER INTERNATIONAL INC	PO-322651	4,250.00
185827	NETWORK HARDWARE RESALE	PO-324323	111.04
185828	ORANGE COAST PETRO EQUIP	PO-320549	448.48
185829	PRUDENTIAL OVERALL SUP	PO-320124	65.72
		PO-322416	27.93
185830	SKYLINE PEST CONTROL	PO-324656	330.00
185831	SMARDAN SUPPLY COMPANY	PO-320340	2,322.00
185832	SMART & FINAL	PO-321354	186.15
		PO-321610	83.19
		PO-324244	538.65
185833	SMOG EXPRESS	PO-320557	141.85
185834	SOUTH COAST ANSWERING SERVICE	PO-320194	153.99
185835	SOUTH COAST MEDICAL GROUP	PO-320111	478.00

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Warrant Number	Name of Payee	Reference Number	Amount
185836	SOUTHWEST SCHOOL SUPPLY	-	
		PO-320046	66.80
		PO-320075	44.86
		PO-320253	702.41
		PO-320306	91.21
		PO-320379	83.62
		PO-320457	21.01
		PO-320506	125.85
		PO-320615	69.80
		PO-320642	186.62
		PO-320644	336.85
		PO-320646	354.84
		PO-320648	50.40
		PO-320650	66.56
		PO-320652	82.59
		PO-320660	48.06
		PO-320767	151.55
		PO-320776	49.09
		PO-320785	119.42
		PO-320792	1,899.78
		PO-320798	223.02
		PO-320803	481.50
		PO-320805	343.81
		PO-320807	56.25
		PO-320809	504.18
		PO-320814	0.86
		PO-320845	197.88
		PO-321188	69.08
		PO-321224	659.45
		PO-321358	56.72
		PO-321463	444.65
		PO-321724	141.16
		PO-322052	6.24
		PO-323218	471.78
		PO-323262	1,565.90
		PO-323328	213.83
		PO-323331	1,895.75

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Warrant Number	Name of Payee	Reference Number	Amount
185837	SOUTHWEST SCHOOL SUPPLY	PO-323535	153.86
		PO-324334	174.25
		PO-324378	8.92
		PO-324433	1,081.22
		PO-324473	561.59
		PO-324478	972.95
		PO-324520	190.08
		PO-324596	557.57
		PO-324604	97.98
		PO-324645	1,042.47
185838	SPARKLETTTS	PO-320437	8.18
185839	SPICERS PAPER CO	PO-322675	1,101.60
185840	STAPLES ADVANTAGE	PO-320641	172.67
		PO-320775	309.83
		PO-320800	206.55
185841	UNIQUE SWEEPING	PO-320855	270.00
185842	VERIZON WIRELESS	PO-322352	184.97
185843	WOODWIND AND BRASSWIND	PO-324011	3,748.50
185844	SOUTHWEST SCHOOL SUPPLY	PO-320794	416.23
		PO-320801	269.10
185845	SPARKLETTTS	PO-321307	10.98
185846	CITY OF SAN JUAN CAPISTRANO	PO-320307	4,568.90
185847	COMMERCIAL FENCE & IRON WORKS	PO-320512	419.99
185848	MOULTON NIGUEL WATER	PO-320310	433.34
185849	PACIFIC ROOFING SYSTEMS	PO-322734	2,515.50
		PO-323888	2,436.75
		PO-324089	4,633.30
		PO-324090	1,218.00
		PO-324147	4,732.80
		PO-324148	6,621.00
185850	SAN DIEGO GAS & ELECTRIC	PO-321103	15,211.40
185851	SANTA MARGARITA WATER	PO-320311	2,383.43
185852	SO CAL GAS CO	PO-320314	4,028.39
185853	SO COAST WATER DIST	PO-320312	1,057.67
185854	SOUTHERN CALIFORNIA EDISON	PO-320313	2,426.28
185855	AMS.NET INC	PO-323732	687.20
		PO-323760	619.16
185856	APPLE COMPUTER INC	PO-324488	3,249.60
		PO-324508	214.92
185857	BEACH CITIES GLASS	PO-320316	92.90
185858	BEE MAN	PO-320677	274.00
185859	BOYCE INDUSTRIES	PO-320681	1,286.56
185860	BRINKS INC.	PO-321054	294.51
185861	CDW GOVERNMENT	PO-320364	556.02

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Warrant Number	Name of Payee	Reference Number	Amount
185862	CHEFS TOYS	PO-323975	1,000.00
		PO-324114	3,062.19
185863	CINTAS CORP	PO-320319	697.16
185864	CINTAS CORPORATION #640	PO-320527	149.49
185865	CINTAS DOCUMENT MANAGEMENT	PO-321648	1,005.00
185866	CLARK SECURITY PRODUCTS	PO-324166	1,986.45
185867	CONCRETE COATING SPECIALITS	PO-321257	10,095.00
185868	DELL MARKETING L P	PO-324436	852.92
185869	DENAULT'S HARDWARE	PO-320162	60.69
185870	DIGITAL NETWORKS GROUP	PO-323564	3,107.04
		PO-323565	4,511.66
		PO-323566	5,722.00
185871	FEDERAL EXPRESS CORP	PO-320135	1,178.75
185872	FOLLETT EDUCATIONAL SVC	PO-324012	646.70
185873	GANAHL LUMBER	PO-320324	513.97
185874	HYDRO-SCAPE PRODUCTS INC	PO-320328	127.08
185875	IMAGE 2000	PO-324437	803.96
185876	KELLY PAPER COMPANY	PO-324078	434.24
185877	LAWNMOWERS ETC	PO-320824	64.99
185878	LESLIES SWIMMING POOL SUPPLY	PO-320169	69.54
185879	BOWDEN, JOANNA	PV-134230	220.92
185880	HACKER, COLIN	PV-134231	140.12
185881	HALL, SHEILA	PV-134232	208.49
185882	HANRATTY-RAJA, JENNIPHER	PV-134233	20.34
185883	HAYES, NATALIE	PV-134234	9.04
185884	HERNANDEZ, MARLO	PV-134235	57.07
185885	HERTZ, JANA	PV-134236	101.70
185886	HILL, DAWN	PV-134237	159.90
185887	HOOPER, GWYNETH	PV-134238	15.82
185888	IMSLAND, TRACEY	PV-134239	61.02
185889	JACOBY, CYRENA	PV-134240	45.20
185890	JIMENEZ, DENISE	PV-134241	106.22
185891	KAPLAN, PAUL M	PV-134242	41.81
185892	KENNEY, VALERIE	PV-134243	76.28
185893	KIMMELL, JULIE	PV-134244	176.28
185894	KROGMAN, DEBRAH	PV-134245	42.94
185895	LACHEMANN, DINA	PV-134246	109.05
185896	LEAHY, CHRISTINA	PV-134248	50.29
185897	MARCUS, BRUCE	PV-134249	163.29
185898	MATIENZO, NINA RIE	PV-134250	153.68
185899	MCKEE, DANISE	PV-134251	107.35
185900	MEYERS, AMY	PV-134252	223.67
185901	MITCHELL, KAREN P	PV-134254	258.21
185902	MORROW, ELYSE	PV-134253	102.27
185903	NAPORA, NOELLE	PV-134255	168.94

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Warrant Number	Name of Payee	Reference Number	Amount
185904	NEUENSWANDER, JANE	PV-134256	139.56
185905	NORRIS, MAUREEN	PV-134257	100.01
185906	PARKER, LAURA	PV-134258	265.55
185907	PERRY, CYNTHIA	PV-134260	9.04
185908	LANDEROS, BEATRIZ	PV-134247	18.08
185909	PEREZ, VIRGINIA	PV-134259	81.93
185910	PERSONS, JEFFREY	PV-134261	62.72
185911	PETERSON, DEBRA	PV-134262	120.91
185912	PRATT, JONATHAN	PV-134263	158.77
185913	PRIMICIAS, MELISSA	PV-134264	77.97
185914	RAFF, DEIDRE	PV-134265	193.23
185915	RASHIDI, AKRAM KIM	PV-134266	141.25
185916	RODRIGUEZ, NASCINA	PV-134267	80.80
185917	RUSINKOVICH, CHERYL	PV-134268	84.92
185918	SANCHEZ, LYNN	PV-134269	6.78
185919	SCHROEDER, JANICE	PV-134270	83.06
185920	SHOFNER, BRIANNA	PV-134271	101.14
185921	SOLTIS, PAMELA	PV-134272	223.74
185922	STIRLING, ROBERT	PV-134273	118.65
185923	STRONG, KARYN	PV-134274	89.27
185924	TABARI, LISA SEYEDI	PV-134275	94.36
185925	TERHUNE, CYNTHIA	PV-134276	303.41
185926	THORNBURG, QUIN	PV-134277	109.05
185927	TROFFER, GARRETT	PV-134278	235.04
185928	TURNER, JASON	PV-134279	7.35
185929	WALSH, EILEEN	PV-134280	87.58
185930	WEBSTER, ANNE	PV-134281	220.35
185931	WENTZEL, KORY	PV-134282	123.74
185932	WESTON, KELLY	PV-134283	98.88
185933	WIEDEMAN, LORI	PV-134284	68.37
185934	WYNNE, LAUREN	PV-134285	53.68
185935	YERENA, MARICELA	PV-134287	6.78
185936	YOTA, DENISE	PV-134286	93.23
185937	ALZAMORA, LUCERO	PV-134291	513.47
185938	BATES, GILDA OR MARK	PV-134294	114.49
185939	BOYD, VALERIE	PV-134295	144.75
185940	BOYER, DAVID OR MELISSA	PV-134296	131.83
185941	BRESSLER, ERIC & KATHY	PV-134299	113.90
185942	CLARK, BRIAN OR YOLANDA	PV-134300	103.46
185943	COVINGTON, WYATT	PV-134302	330.64
185944	CROWE, ROBERT AND/OR VIRGINIA	PV-134303	185.32
185945	CROWELL, BRIDGETTE	PV-134304	626.69
185946	DAVID OR JENNI QUASS	PV-134329	587.60
185947	DECK, JUSTIN OR MARISSA	PV-134305	174.02
185948	EASTMAN, STEPHEN OR TARA	PV-134306	266.23

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185949	FERREN, MATTHEW &/OR KATIE	PV-134307	96.73
185950	FIDEL ORTIZ OR BEVERLY ALLREAD	PV-134327	144.64
185951	GARCIA, ROSALINA	PV-134308	394.60
185952	GARRINGER, RODNEY OR SARA	PV-134310	387.82
185953	GAU, MARY	PV-134315	210.41
185954	HOGGATT, ROBERT/VERONICA	PV-134318	211.08
185955	JOHNSON, EDWIN OR MELISS	PV-134319	530.20
185956	KARPUS, DAVID OR MARY	PV-134320	150.52
185957	KEENE, SEAN OR TIFFANY	PV-134321	53.34
185958	KLEIN, JIM & JASKOWIAK, JANNY	PV-134322	175.60
185959	LAW, YUET	PV-134323	230.18
185960	LIDDLE, DREW & LESLIE	PV-134324	343.74
185961	MURO, JUAN/SOPHIA	PV-134325	128.14
185962	NGUYEN, TRISHA T.	PV-134326	138.31
185963	PETERSEN, DAVID OR LORIE	PV-134328	166.11
185964	RICHMOND, HEIDI	PV-134330	208.82
185965	ROLING, ROGER OR MIKAIL	PV-134331	1,056.55
185966	SCHWARTZ, TONY OR STEPHANIE	PV-134332	332.22
185967	STEMPSON, KATHY	PV-134333	800.04
185968	TRITZ, RICHARD &/OR JULIE	PV-134334	174.92
185969	AMERICAN LOGISTICS COMPANY LLC	PO-321222	15,368.25
185970	CAPISTRANO CONNECTIONS ACADEMY	PO-320596	604,172.00
185971	COMMUNITY ROOTS	PO-320595	70,524.00
185972	CVHS ASB	PO-324632	200.00
185973	IMAGINATION MACHINE, THE	PO-324242	1,435.00
185974	JOURNEY CHARTER SCHOOL	PO-320594	109,558.00
185975	MONAHAN, KATHLEEN	PV-134316	68.93
185976	OCEAN INSTITUTE	PO-322550	2,520.00
		PO-324347	794.00
185977	OPPORTUNITY FOR LEARNING	PO-320593	53,080.00
185978	OXFORD ACADEMY	PO-320597	261,313.00
185979	OPPORTUNITY FOR LEARNING	CM-130081	448.45-
		PV-134317	1,180.88
185980	DAGGETT, LEIGH-ANNE	PV-134309	79.00
185981	DELFOSSSE, MICHAEL	PV-134311	340.00
185982	GALASSO, MARGARET	PV-134312	264.51
185983	JENSEN, LORI	PO-324222	995.48
185984	MARTUS, LARISSA	PV-134313	417.20
185985	MCMORRAN-MAUS, KRISTA	PV-134314	280.00
185986	UC REGENTS	PO-324570	165.00
185987	ADMINSTRATIVE SOFTWARE	PO-324327	377.50
185988	T DAVIS & ASSOCIATES INC	PO-324105	7,140.00
185989	CA DEPT OF ED	PO-324693	7,882.00
185990	DORES, PAUL ALAN	PO-320296	5,040.00
185991	JANNEY, MICHAEL & VANESSA	PO-321218	1,335.60

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Warrant Number	Name of Payee	Reference Number	Amount
185992	KRANTZ, TRICIA	PO-320348	4,016.40
185993	PARADIGM HEALTH CARE SERVICES	PO-322508	8,299.36
185994	SYNTEX GLOBAL	PO-321481	765.00
185995	YELLOWSTONE BOYS & GIRLS RANCH	PO-324706	390.00
185996	CAPISTRANO UNIFIED SCHOOL DIST	PO-320116	72,732.19
185997	UNUM LIFE INSURANCE	PO-320113	9,035.64
185998	CMRS-TMS	PO-320117	15,000.00
185999	COX COMMUNICATIONS	PO-323414	1,441.28
186000	MARKERBOARD PEOPLE	PO-324098	165.00
186001	MCGRAW-HILL COMPANIES	PO-324213	852.97
186002	MED-EL CORP.	PO-323898	590.00
186003	MEREDITH DIGITAL	PO-324032	1,708.56
186004	MILLER MECHANICAL	PO-322898	1,178.76
186005	MISSION AUTO SERVICE	PO-323579	2,711.81
186006	MOBILE FLEET WASH	PO-320849	1,794.00
186007	MOORE'S SEWING MACHINE	PO-320259	64.94
186008	MULTIPLE MEASURES LLC	PO-323759	9,600.00
186009	N-SYNCH TECHNOLOGIES	PO-323668	1,058.22
186010	NASCO WEST	PO-321298	745.53
		PO-321827	145.02
		PO-321875	7.78
		PO-323638	625.65
		PO-323813	521.97
		PO-323820	301.06
186011	NATIONAL PEN COMPANY	PO-324816	260.05
186012	OFFICE DEPOT	PO-320790	29.76-
		PO-321199	86.29
186013	ORANGE COUNTY DEPT OF ED	PO-322013	245.00
		PO-322260	225.00
		PO-324260	135.00
		PO-324360	151.17
		PO-324382	242.78
186014	ORANGE COUNTY REGISTER	PO-324567	66.72
186015	ORANGE CTY DEPT EDUC	PO-321644	161.63
186016	ORIENTAL TRADING CO	PO-323719	660.00
		PO-323966	21.49
186017	OXFORD UNIV PRESS	PO-323807	3,812.53
186018	REALITY WORKS	PO-323821	10,356.35
186019	SATORI SOFTWARE INC	PO-324664	1,044.00
186020	SMART & FINAL	PO-321354	62.46
		PO-321497	83.10
		PO-323594	176.84
		PO-324230	24.22
186021	SO OREGON EDUC SERVICE DIST	PO-324464	285.00
186022	OFFICE DEPOT	PO-321110	153.92

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186023	OFFICE DEPOT	PO-320635	99.48
186024	ORANGE COUNTY REGISTER	PO-324782	66.72
186025	A Z BUS SALES INC	PO-323837	1,881.68
186026	ADVANTAGE RADIATOR	PO-320568	646.49
186027	ALIMED	PO-324421	237.50
186028	ALISO NIGUEL AUTO CARE	PO-320521	1,154.29
186029	ALISO VIEJO AUTO SERVICE	PO-320522	5,638.65
186030	APPLE COMPUTER INC	PO-324594	42.12
		PO-324622	4,123.20
186031	AUDITORY INSTRUMENTS	PO-324385	3,933.51
186032	BARRETT-ROBINSON INC	PO-320675	2,515.00
186033	BEACH CITIES GLASS	PO-320316	34.08
186034	BIOMETRICS4ALL INC	PO-320029	39.75
186035	BLAIRS TOWING INC	PO-322329	250.00
186036	CAL-STATE AUTO PARTS INC	PO-320525	514.78
186037	CAMCOR INC	PO-324027	1,916.50
186038	CARD INTEGRATORS	PO-324586	274.20
186039	CHEVROLET OF IRVINE	PO-320569	2,616.58
186040	CINTAS CORPORATION #640	PO-320527	513.64
186041	COMPLETE OFFICE OF CA	PO-324037	143.52
186042	CONTRACT PAPER GROUP INC.	PO-324525	20,802.10
186043	CROWN VALLEY TRANS	PO-321058	689.00
186044	CULVER-NEWLIN INC	PO-324047	3,442.82
186045	DELL MARKETING L P	PO-324587	444.32
186046	DENAULT'S HARDWARE	PO-320531	81.53
186047	DIGITAL NETWORKS GROUP	PO-323441	12,940.72
186048	DONALD GEISEN	PO-320541	80.00
186049	DPF FILTER SALES & CLEANING	PO-323479	5,563.68
186050	FACTORY MOTOR PARTS	PO-320537	45.68
186051	FOLLETT EDUCATIONAL SVC	PO-323752	6,019.93
186052	FOLLETT LIBRARY RESOURCES	PO-323857	9,825.06
186053	FREEWAY AUTO SUPPLY & MACHINE	PO-320539	131.82
186054	FRICTION MATERIALS CO.	PO-320540	1,080.49
186055	GANAHL LUMBER	PO-320324	9,480.45
186056	GOPHER ATHLETIC/SPORTS	PO-324538	750.55
186057	HAAN CRAFTS	PO-323209	259.00
186058	HYDRO-SCAPE PRODUCTS INC	PO-320328	198.98
186059	IMAGE 2000	PO-320470	156.13
186060	INSIGHT SYSTEMS EXCHANGE	PO-324335	3,832.00
		PO-324479	11,269.20
186061	INTERSTATE BATTERIES	PO-320573	209.47
186062	IPC USA	PO-320542	50,577.80
186063	JOHN DEERE LANDSCAPES	PO-320330	140.44
186064	JOSTENS	PO-323035	1,467.22
186065	KELLY PAPER COMPANY	PO-324078	333.17

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Warrant Number	Name of Payee	Reference Number	Amount
186066	LAWNMOWERS ETC	PO-320824	2,878.04
186067	FIRST CLASS BOOKS	PO-324362	183.83
186068	INSIGHT SYSTEMS EXCHANGE	PO-324502	3,756.40
		PO-324503	751.28
186069	CULVER-NEWLIN INC	PO-324087	621.43
186070	MOULTON NIGUEL WATER	PO-320310	9,979.57
186071	SAN DIEGO GAS & ELECTRIC	PO-321103	51,253.20
186072	SANTA MARGARITA WATER	PO-320311	2,375.37
186073	SO CAL GAS CO	PO-320314	7,831.11
186074	SOUTHERN CALIFORNIA EDISON	PO-320313	42,843.80
186075	US BANK	PO-324861	224,634.72
186076	LYONS, JENNIFER	PV-134351	300.00
186077	US BANK CORP PAYMENT SYSTEM	-	
		PV-134347	6,661.64
		PV-134349	1,430.88
186078	US BANK CORP PAYMENT SYSTEM	PV-134349	4,187.27
		PV-134350	4,037.81
186079	US BANK CORP PAYMENT SYSTEM	PV-134349	199.95
186080	CHLIC	PO-320140	14,879.28
186081	CHLIC-CHICAGO	PO-320114	29,962.13
186082	CORVEL CORPORATION	PO-320222	3,366.59
186083	CRARY, BRENDA	PO-320292	4,461.00
186084	GARCIA, IRMA R.	PO-320294	4,030.20
186085	MOLDAUER, PAMELA S.	PO-321287	2,145.00
186086	SHACK-LAPPIN, CAROL	PO-321191	1,575.00
186087	CCEA MODEL SCHOOLS PROGRAM	PO-324701	50.00
186088	DUNLAP, JAMES	PO-323756	851.80
186089	FARLEY, JOSEPH M	PV-134345	250.00
186090	GAFFNEY, LANETT	PV-134344	138.00
186091	PLACENTIA-YORBA LINDA	PO-323615	1,050.00
186092	SCHOOL SERVICES OF CALIF	PO-324016	350.00
186093	W W GRAINGER INC	PO-323039	15.12
186094	BESTGEN, MARY	PO-321569	480.00
186095	ATKINSON ANDELSON LOYA	PO-321340	3,942.51
186096	STROUD, KEITH R	PO-321183	301.00
186097	W W GRAINGER INC	-	
		CM-130083	79.45-
		CM-130084	506.09-
		PO-323039	32,276.88
186098	W W GRAINGER INC	PO-323039	5,863.69
186099	1 DAY PAINT AND BODY	PO-321585	3,048.20
186100	MISSION AUTO SERVICE	PO-323579	362.21
186101	ORANGE COUNTY FIRE AUTHORITY	PO-324827	100.00
186102	PACIFIC GO NATURAL GAS	PO-320551	831.64
186103	PEPPER-LOS ANGELES, J W	PO-322737	504.63

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Warrant Number	Name of Payee	Reference Number	Amount
186104	SEHI COMPUTER	PO-324332	148.56
186105	SMART & FINAL	PO-324165	3,537.09
186106	SO COUNTY PROTECTIVE WEAR	PO-320559	2,810.07
186107	SPARKLETTS	PO-320077	21.23
		PO-320435	46.46
		PO-320709	14.55
		PO-320712	32.30
		PO-321072	22.80
		PO-321084	175.28
		PO-321529	19.39
186108	TIFCO INDUSTRIES	PO-323368	462.83
186109	TUTTLE-CLICK FORD	PO-321283	100.00
186110	VALIANT IMC	PO-323203	175.60
186111	VORTEX	PO-320854	399.95
186112	WESTERN PUMP	PO-320853	630.00
186113	SPARKLETTS	PO-321299	16.52
		PO-321300	16.52
		PO-321302	17.73
		PO-321304	24.80
		PO-321306	10.98
		PO-321311	11.46
		PO-321343	12.50
		PO-321349	8.80
		PO-321356	23.88
		PO-321363	14.49
		PO-321364	29.01
		PO-321366	29.11
		PO-321369	29.00
		PO-321371	7.34
		PO-321375	17.73
		PO-321376	38.23
		PO-321529	39.34
		PO-322703	17.73
		PO-323124	12.88
		PO-324597	14.45
186114	W W GRAINGER INC	-	
		PO-323039	19,465.82
186115	W W GRAINGER INC	PO-323039	1,708.41
186116	A Z BUS SALES INC	PO-320567	108.48
186117	ALISO VIEJO AUTO SERVICE	PO-320522	918.10
186118	APPLE COMPUTER INC	PO-324504	12,369.60
		PO-324590	11,030.64
		PO-324642	2,709.60
		PO-324658	867.84
186119	ASSOC BUSINESS PRODUCTS	PO-324716	69.50

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Warrant Number	Name of Payee	Reference Number	Amount
186120	AUTO SHOP EQUIP CO INC	PO-320655	432.25
186121	BEACH CITIES GLASS	PO-320316	106.97
186122	BERTRAND'S HORN IMPROVEMENT	PO-323721	419.40
186123	BETTER BUSINESS RECORDS	PO-320158	75.11
186124	CAL-STATE AUTO PARTS INC	PO-320525	442.20
186125	CARSON-DELLOSA	PO-324451	441.66
		PO-324452	441.66
186126	CHEVROLET OF IRVINE	PO-320569	214.19
186127	CINTAS	PO-323223	124.58
186128	CINTAS CORP	PO-320245	121.37
		PO-320319	755.24
186129	CINTAS CORPORATION #640	PO-320527	266.42
186130	CINTAS DOCUMENT MANAGEMENT	PO-321648	163.00
186131	COMMUNICATIONS USA	PO-324353	571.38
186132	DELL MARKETING L P	PO-322933	2,784.97
		PO-324537	8,528.92
		PO-324641	2,989.53
186133	DEMCO	PO-324125	29.79
		PO-324510	32.10
186134	DENAULT'S HARDWARE	PO-320162	76.29
186135	DONALD GEISEN	PO-320541	300.00
186136	ENABLEMART	PO-324406	152.87
186137	FEDERAL EXPRESS CORP	PO-320135	1,731.51
186138	FLINN SCIENTIFIC INC	PO-324453	544.54
186139	FREEWAY AUTO SUPPLY & MACHINE	PO-320539	17.00
186140	FRICTION MATERIALS CO.	PO-320540	1,577.11
186141	GANAHL LUMBER	PO-320324	85.71
186142	GOLDEN RULE BINDERY	PO-324533	1,197.31
		PO-324535	526.29
186143	IMAGE 2000	PO-324634	353.64
186144	LOCAL JANITORIAL & VACUUM	PO-324833	2,601.93
186145	IRON MOUNTAIN	PO-321288	299.10
186146	ACADEMIC COMM ASSOC	PO-324422	213.85
186147	ACADEMIC THERAPY PUBL	PO-324524	929.27
186148	AMS.NET INC	PO-320365	2,009.44
186149	ANIMAL PEST MANAGEMENT SERVICE	PO-324845	200.00
186150	BEE MAN	PO-320677	525.00
186151	BEST EQUIPMENT SERVICE	PO-324639	502.26
186152	BOYCE INDUSTRIES	PO-320681	446.01
186153	COMPLETE OFFICE OF CA	PO-324487	38.85
		PO-324624	162.06
186154	DANIELS TIRE SERVICE	PO-324283	5,791.78
186155	DELL MARKETING L P	PO-324409	15,239.15
		PO-324512	7,763.53
		PO-324515	1,387.02

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Warrant Number	Name of Payee	Reference Number	Amount
186156	EBERHARD EQUIPMENT	PO-324849	5,925.50
186157	GOLDEN RULE BINDERY	PO-324532	1,460.45
186158	GOPHER ATHLETIC/SPORTS	PO-324228	221.34
186159	GOV CONNECTION INC	PO-324540	482.75
186160	HAWTHORNE EDUC SERV	PO-324470	306.00
186161	HEADSETS.COM	PO-324669	505.28
186162	HIRSCH PIPE & SUPPLY	PO-320326	393.14
		PO-324848	2,981.07
186163	INSIGHT SYSTEMS EXCHANGE	PO-324410	9,196.80
186164	JOHNSTONE SUPPLY	PO-324836	12,993.48
186165	JOSTENS	PO-324269	1,132.94
186166	LIFETRENDS GROUP	PO-324322	92.65
186167	LINGUI SYSTEMS INC	PO-324423	194.55
		PO-324472	139.90
		PO-324531	41.95
186168	JOSTENS	PO-324761	45.98
186169	DELL MARKETING L P	PO-324582	356.42
186171	BLIND CHILDREN'S LEARNING	PO-320469	3,173.00
		PO-323103	180.00
186172	CROMWELL, PATRICIA	PO-320344	90.00
186173	DEVEREUX CLEO WALLACE	PO-323660	13,503.20
186174	GOODWILL INDUSTRIES OF ORANGE	PO-320990	30,195.00
		PO-322656	120.00
186175	HERITAGE CENTER	PO-321377	56.79
186176	ISLAND VIEW ACADEMY	PO-321174	10,409.00
186177	KIDS INSTITUTE FOR DEVELOPMENT	PO-320396	5,520.00
186178	MARDAN CENTER OF ED	PO-321310	2,752.00
		PO-321674	2,924.00
		PO-322886	2,580.00
		PO-322935	2,580.00
		PO-323661	2,924.00
186179	OCEANVIEW SCHOOL	PO-320224	4,024.00
		PO-320230	3,604.00
		PO-320231	4,024.00
		PO-320237	3,784.00
		PO-320239	4,024.00
		PO-320241	3,574.00
		PO-320670	3,604.00
		PO-321715	3,604.00
		PO-321745	3,392.00
		PO-322835	3,094.00
		PO-322888	5,834.00
		PO-323590	2,724.00
186180	PATTERSON, PAMELA	PO-320213	1,575.00
186181	PYRAMID AUTISM CENTER	PO-320238	3,825.00

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Warrant Number	Name of Payee	Reference Number	Amount
186182	SOLIANI HEALTH INC	PO-324250	2,010.00
186183	TIWAHE TECHNOLOGY LLC	PO-320992	5,000.00
186184	BANH, JULIE/NAM	PV-134355	739.21
186185	BANNERMAN, CARY & KELLY	PV-134356	384.20
186186	DESHAHER, ALEX OR DARCY	PV-134357	188.26
186187	GOMPF, JUDITH	PV-134358	179.67
186188	KESHWANI, BOB & JAYSHREE	PV-134359	221.48
186189	LOUIE, DARRYL OR CATHERINE	PV-134360	426.87
186190	PAUL, PUJA	PV-134361	1,806.87
186191	STEBENNE, STUART/LISA	PV-134362	275.95
186192	THOMAS, ED OR REBECCA	PV-134363	287.47
186193	WIGGINS, CHRISTOPHER OR SELDON	PV-134364	1,250.91
186194	ALISO NIGUEL HIGH SCHOOL ASB	PV-134365	100.00
186195	CARRILLO, ROXANNA	PV-134366	81.00
186196	COMSTOCK, JESSICA	PV-134367	72.00
186197	CROWLEY, HEIDI	PV-134368	129.60
186198	DANIEL, STEPHANIE	PV-134369	72.00
186199	DE PILLO, AMANDA	PV-134392	76.00
186200	GRAHAM, TOM & KIMBERLY	PV-134371	17.00
186201	HENRY, JUDY	PV-134372	75.07
186202	HOSS, KENDALL	PV-134374	77.00
186203	LAVERING, STEVE	PV-134377	490.99
		PV-134378	405.98
186204	MARDANA, ANDY	PV-134387	80.00
186205	NATION, CHRISTINE	PV-134388	18.00
186206	O'HARA, KIMBERLY	PV-134389	18.00
186207	PEREZ, ANA	PV-134391	17.00
186208	ROZEMA, RYAN	PV-134394	94.00
186209	SCHOLTE, ANDREW	PV-134396	12.00
186210	THOMPSON, KAREN	PV-134395	49.52
186211	THOMPSON, ROGER	PV-134397	294.00
186212	ZAMBRANO, JUSTIN	PV-134398	17.00
186213	DRYDEN, ANGELA	PV-134370	153.00
186214	HONG, LINDA	PV-134373	442.50
186215	KIM, SU YEON	PV-134375	57.00
186216	LAGAS, DANIELLE	PV-134376	210.00
186217	LORENZO, CARLA	PV-134386	530.00
186218	REYES, ELIZABETH	PV-134393	300.00
186219	PEREZ, DARNELL	PV-134390	111.29
186220	COUNTY OF ORANGE-WASTE MNGT	PO-320309	964.55
186221	PACIFIC PLUMBING COMPANY OF	PO-324023	422.27
		PO-324828	8,376.37
186222	SAN DIEGO GAS & ELECTRIC	PO-321103	93,846.69
186223	SANTA MARGARITA WATER	PO-320311	1,269.30
186224	SOUTHERN CALIFORNIA EDISON	PO-320313	6,367.14

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186225	WESTGROUP MANAGEMENT INC	PO-323054	8,335.00
186226	WLC ARCHITECTS INC	PO-324660	20,962.40
186227	!!1A1 TUTORIA!	PO-322206	2,385.00
186228	ABACUS IN-HOME TUTORING INC	PO-322229	455.00
186229	HOROWITZ, DEBRA L	PO-321969	100.00
186230	TOTAL EDUCATION SOLOUTIONS	PO-322502	715.00
186231	YMCA OF ORANGE COUNTY	PO-321167	18,165.70
		PO-321168	14,717.53
		PO-321169	16,933.49
		PO-321170	7,625.96
186232	BARRETT, JANET S	PV-000001	673.52
186233	CA PARENT CENTER/SDSU	PO-323829	600.00
186234	CHRISTMAN-STURM, TRACY	PV-134424	88.90
186235	COLLINS, CLINT	PV-134379	355.64
186236	COPPOLA, LUCI	PV-134401	142.18
186237	FARLEY, JOSEPH M	PV-134402	18.00
186238	HANRATTY-RAJA, JENNIPHER	PV-134423	219.30
186239	HIGHTOWER, SHERI	PV-134382	526.76
186240	JACOBS, ALLISON	PV-134384	83.59
186241	PATERSON, ELIZABETH	PV-134380	355.64
186242	PITZEN, SHARLA	PV-134381	120.00
186243	BROOKMAN, JOSEPH	PV-134403	280.25
186244	KIMMELL-CAMOIA, JULIE	PV-134404	158.20
186245	LAVERING, MELANIE	PV-134405	36.16
186246	LUDLOW, JACK	PV-134406	24.86
186247	LUEHE, CHRISTOPHER	PV-134407	92.66
186248	MALONE, JULEE	PV-134408	961.07
186249	MARCUS, BRUCE	PV-134409	114.70
186250	MARSDEN, CLAIRE	PV-134410	70.63
186251	MATIENZO, NINA RIE	PV-134412	176.28
186252	METTERT, LISA M	PV-134414	204.53
186253	MOGUET, NICHOLAI	PV-134415	42.38
186254	MYERS, LINDA	PV-134416	84.75
186255	PERSONS, JEFFREY	PV-134417	136.73
186256	PETTEY, STEPHANIE	PV-134418	273.46
186257	PINKERTON, DAN	PV-134421	179.11
186258	PLACE, SUSAN	PV-134422	6.78
186259	PRIMICIAS, MELISSA	PV-134411	40.68
186260	REISCHL, VIRGINIA	PV-134425	22.60
186261	RIEGERT, KAREN	PV-134419	139.56
186262	ROCHE, ANN	PV-134420	192.67
186263	SANCHEZ, LYNN	PV-134426	1.13
186264	SANTOS, CHRIS	PV-134427	40.12
186265	SELECMAN, LANA	PV-134434	58.76
186266	SHAH, RANA	PV-134429	70.06

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186267	SHERRIE, LORRAINE	PV-134430	51.98
186268	TAYNE, JULIE	PV-134431	235.04
186269	TESKEY, KAREN	PV-134432	374.60
186270	TOWNSEND, NORM	PV-134433	135.60
186271	TRAN, PHI	PV-134435	41.25
186272	TRUEBLOOD, MELINDA	PV-134436	67.24
186273	WALSH, EILEEN	PV-134437	102.27
186274	WEIS-DAUGHERTY, DENISE	PV-134438	98.88
186275	WHALEN, ANDREA	PV-134439	75.15
186276	YSLAS, BOBBIE SUE	PV-134441	85.88
186277	WILBUR, SANDRA S	PV-134440	157.64
186278	MCMURRAY, JOYCE	PV-134413	258.21
186279	CERTIFIED TRANSPORTATION	PV-134469	817.00
186280	CITY OF SANTA ANA	PO-324189	1,128.00
186281	HERITAGE MUSEUM OF OC	PO-323363	552.00
186282	JFK TRANSPORTATION CO INC	PV-134463	1,498.75
186283	OCEAN INSTITUTE	PO-324870	2,750.00
		PO-324872	2,750.00
		PO-324873	8,014.00
		PO-324874	2,750.00
186284	PACIFIC COAST SIGHTSEEING	PV-134474	1,752.00
186285	STATE BD EQUALIZATION	PV-134475	1,615.00
186286	THE ECOLOGY CENTER	PO-324647	615.00
186287	ANTONIUS, LYNDIA	PV-134442	72.32
186288	AVILA, THERESE	PV-134443	90.97
186289	BAILEY, REBECCA	PV-134444	39.55
186290	BARRETT, JANET S	PV-134445	79.10
186291	BENE, CHERI	PV-134446	164.98
186292	BENNETT, KATHLEEN	PV-134450	214.70
186293	BENTO, KATHERYN	PV-134447	20.34
186294	BIRKINSHAW, SANDY	PV-134448	38.42
186295	BUCKMAN, JONATHAN T.	PV-134451	158.77
186296	COLLINGS, JANICE	PV-134452	71.76
186297	COX, LINDA	PV-134453	141.25
186298	DAGLEY, JEANA	PV-134454	73.45
186299	DYE, JANETTE	PV-134456	56.50
186300	ELKINS, KAREN	PV-134457	135.60
186301	ELLIS, SHAWNA	PV-134458	123.17
186302	ENDER, PAMELA	PV-134459	298.32
186303	EXWORTHY, MARK	PV-134460	235.61
186304	GAMACHE, PATRICIA	PV-134461	45.20
186305	GOMEZ, LYDIA	PV-134462	87.58
186306	GRAY, LISA	PV-134464	81.93
186307	HANAFORD, LAURA	PV-134465	40.12
186308	HARMAN, NANCY	PV-134466	109.61

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186309	HARVEY, LAUREN	PV-134467	203.40
186310	HEUSER, RACHEL	PV-134468	303.41
186311	HOWARD, ANDREA	PV-134470	112.44
186312	JACOBS, ALLISON	PV-134471	476.77
186313	KELLMAN, KATHLEEN	PV-134472	158.77
186315	DEMPSEY, PATRICE	PV-134455	111.87
186316	BROWNE, CAROLE	PV-134449	143.51
186317	CORVEL CORPORATION	PO-321565	150,356.39
186318	CAPISTRANO UNIFIED SCHOOL DIST	PO-320116	67,538.95
186319	W W GRAINGER INC	PO-320350	1,047.21
		PO-324659	32,639.34
186320	CITY OF SAN CLEMENTE	PO-320308	11,580.06
186321	CITY OF SAN JUAN CAPISTRANO	PO-320307	5,134.74
186322	CR&R INCORPORATED	PO-320321	14,714.67
186323	DEPT IND RELATION (ACCOUNTING)	PO-320163	3,050.00
186324	MOULTON NIGUEL WATER	PO-320310	4,108.97
186325	PACIFIC PLUMBING COMPANY OF	PO-324828	373.50
186326	SAN DIEGO GAS & ELECTRIC	PO-321103	130,751.30
186327	SANTA MARGARITA WATER	PO-320311	842.68
186328	SO CAL GAS CO	PO-320314	4,253.46
186329	SOUTHERN CALIFORNIA EDISON	PO-320313	38,920.38
186330	BECERRA, ESTELA	PV-134480	90.00
186331	JAHN, DAVID	PV-134481	16.00
186332	WALTON, MARCUS	PV-134482	28.41
186333	VERMEULEN, DONALD	PV-134483	16.94
186334	MESSERSCHMITT, ALISSA	PV-134484	115.00
186335	SANCHEZ, TRISHA	PV-134485	240.00
186336	COX COMMUNICATIONS	PO-323414	58.25
186337	NATIONAL RESTAURANT ASSOC	PO-324877	95.00
186338	ORANGE COUNTY REGISTER	PO-320288	1,753.68
186339	OVER NIGHT NUMBERING	PO-320120	235.00
186340	PEPPER-LOS ANGELES, J W	PO-324915	19.40
186341	QUALITY TOWING	PO-321178	519.00
186342	RADIO SHACK	PO-320181	31.28
186343	RADIO SHACK ACCOUNTS REC	PO-320182	220.28
186344	SEHI COMPUTER	PO-324332	573.48
186345	SHI	PO-324593	26.80
186346	SIMPLEX GRINNELL LP	PO-323106	21,890.00
186347	SMART & FINAL	PO-321497	60.55
		PO-323534	110.20
		PO-323594	97.35
		PO-324165	803.83
186348	SMILE MAKERS	PO-321643	141.86
186349	SPICERS PAPER CO	PO-322675	4,317.45
186350	TIFCO INDUSTRIES	PO-323368	2,489.64

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186351	TRAIL 6 ACTION GEAR	PO-324944	923.40
186352	TRIPLE A PUMPING & JETTING	PO-324431	945.00
186353	TRUCPAR CO	PO-320563	1,012.99
186354	TUTTLE-CLICK FORD	PO-320564	5,224.40
		PO-324352	3,915.11
186355	ULINE	PO-324186	532.24
186356	VANGUARD FLOORING INC	PO-321832	1,962.44
186357	ADAMS, KARA	PV-134489	152.41
186358	ARKEE, SHEILA	PV-134488	272.78
186359	BECERRIL, ARTURO OR BLANCA	PV-134490	66.08
186360	BOUCLY, CHRISTOPHER & DAWNIEL	PV-134491	346.16
186361	BROWN, BURTON OR PENELOPE	PV-134492	96.95
186362	BUI, HONG	PV-134493	169.95
186363	CHARTIER, BRIAN & LESLIE	PV-134494	215.94
186364	CLARK, BRIAN OR YOLANDA	PV-134495	83.76
186365	CROWE, ROBERT AND/OR VIRGINIA	PV-134496	129.72
186366	CUHADAROGLU, MEHMET OR BELGIN	PV-134529	1,016.59
186367	GARCIA, ROSALINA	PV-134498	372.67
186368	GAU, MARY	PV-134499	166.11
186369	GOMPF, JUDITH	PV-134500	54.69
186370	GUERRERO, HECTOR & GINA	PV-134501	176.73
186371	GUZMAN GARCIA, OMAR	PV-134502	157.52
186372	HYLTON, CHRIS OR HERMINIA	PV-134503	164.08
186373	JAMES, JUSTIN & ARLEN	PV-134504	72.32
186374	JOHNSON, EDWIN OR MELISS	PV-134505	450.67
186375	KEENE, SEAN OR TIFFANY	PV-134506	45.34
186376	KLEIN, JIM & JASKOWIAK, JANNY	PV-134507	142.15
186377	LOCKMAN, RICHARD OR AILEEN	PV-134508	98.08
186378	LOUIE, DARRYL OR CATHERINE	PV-134509	533.59
186379	MACIBORSKI, MIKE OR STEPHANIE	PV-134510	63.28
186380	MCCORMACK, MARC AND/OR KRISTA	PV-134511	783.09
186381	O'CONNOR, BRENDAN & JACQUELINE	PV-134512	634.61
186382	PARSELL, JEFFREY OR KELLY	PV-134513	519.80
186383	PETERSEN, DAVID OR LORIE	PV-134514	134.47
186384	RAMOS, ELLIOT/SEPULVEDA, LYCEL	PV-134515	199.78
186385	RANGEL, CYNTHIA	PV-134516	170.86
186386	REDING, CLARE & SHAD	PV-134517	326.12
186387	RODAS, PHILLIP AND CAROLYN	PV-134518	90.17
186388	ROLING, ROGER OR MIKAIL	PV-134519	326.57
186389	SCHWARTZ, TONY OR STEPHANIE	PV-134520	522.06
186390	SOTO, MARTHA/RODOLFO	PV-134521	132.21
		PV-134522	220.58
186391	STEMPSON, KATHY	PV-134523	640.03
186392	TRAN, CHAU & LUONG, PHUONG	PV-134524	170.86
186393	WALKER, TRENT & MISTY	PV-134525	206.11

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186394	WINKLER, JOHN & CAROL	PV-134526	235.04
186395	YUEN, ALBERT & TONG, CHARLENE	PV-134527	233.92
186396	A Z BUS SALES INC	PO-323837	375.00
186397	APPLE COMPUTER INC	PO-324583	12,403.37
186398	BIOMEDICAL WASTE DISPOSAL	PO-324045	99.00
186399	BJ BINDERY	PO-320121	402.00
186400	BLAIRS TOWING INC	PO-322329	250.00
186401	BOYCE INDUSTRIES	PO-320523	1,286.46
		PO-320681	446.01
186402	BYTES OF LEARNING INC	PO-324899	799.00
186403	CAMCOR INC	PO-324025	2,301.64
186404	CHEVROLET OF IRVINE	PO-320569	124.42
186405	CINTAS	PO-323223	62.29
186406	CINTAS CORP	PO-320245	60.81
186407	CLEAN ENERGY	PO-324284	9,420.11
186408	CREATIVE FORMS DESIGN INC	PO-324718	5,134.60
186409	CREATIVE IMAGES	PO-324936	400.00
186410	CULVER-NEWLIN INC	PO-324771	616.03
186411	EASY WAY SAFETY SERVICES	PO-320534	8,500.00
186412	ECS IMAGING INC	PO-323604	1,210.80
		PO-323673	6,141.05
186413	FREEWAY AUTO SUPPLY & MACHINE	PO-320539	188.48
186414	FRICTION MATERIALS CO.	PO-320540	284.34
186415	GOLDEN STAR TECHNOLOGY INC.	PO-324668	84.61
186416	HEADSETS.COM	PO-324670	889.43
186417	HEWLETT-PACKARD COMPANY	PO-324180	44.23
186418	HYDRO-SCAPE PRODUCTS INC	PO-320328	1,537.67
186419	LA HABRA FENCE CO INC	PO-324826	1,936.00
186420	LAKESHORE	PO-323427	300.49
186421	MIKE DEBELLIS	PO-322065	120.00
186422	CALIFORNIA DEPT OF EDUCATION	PO-324927	1,240.00
186423	EXECUTIVE ENVIRONMENTAL SVCS	PO-324935	706.02
186424	DAYLE MCINTOSH CENTER	PO-324179	336.00
186425	LCRA TRUST	PO-321559	3,447.50
		PO-324247	4,077.50
186426	LEE, EUNJUNG AND/OR DAEHOE	PO-320832	698.19
186427	LUCKETT, GERARD & SANDY	PO-321593	840.00
186428	MCCOY, MICHAEL AND PAM	PO-320209	4,780.00
186429	ORANGE CTY DEPT EDUC	PO-321498	351,576.00
186430	PATRICIA MACDONALD AND	PO-324355	6,422.24
186431	PATTERSON, PAMELA	PO-320213	300.00
186432	PROVIDENCE SPEECH AND	PO-320974	405.00
186433	ROZENBERG, ABBY	PO-321744	2,062.50
186434	YOUTH CARE OF UTAH	PO-322887	12,302.00

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186435	!AAA! ACADEMICS	PO-322203	1,584.60
		PO-324767	6,275.40
186436	24 HORAS DE TUTORIA	PO-322504	2,237.30
		PO-324768	6,409.59
186437	MEET THE MASTERS INC	PO-321983	1,274.05
186438	STEIN, CHRISTINE	PO-321172	4,032.00
186439	AKHLAGHI, NICOLE	PV-134530	219.69
186440	PITZEN, SHARLA	PV-134531	25.00
186441	BOLLA, BRENDA	PV-134532	87.01
186442	BOWDEN, JOANNA	PV-134533	126.00
186443	BRADLEY, JUDITH S	PV-134534	95.49
186444	BROWN, SUSAN	PV-134535	66.67
186445	CARLISLE, TERESA	PV-134536	27.12
186446	CHACO, MARISSA	PV-134537	113.57
186447	CHAMBERLAIN, DAVID	PV-134538	33.34
186448	CLIFT, LYNNETTE I	PV-134539	110.74
186449	COPPOLA, LUCI	PV-134540	143.51
186450	COX, WILLIAM A	PV-134541	211.88
186451	DE ACUTIS, LISA	PV-134542	22.60
186452	DIXON, AURORA	PV-134543	82.49
186453	EATON, ANDREA	PV-134544	49.16
186454	ENGELSON, EMILY	PV-134545	129.95
186455	HAACK, KATHI	PV-134546	134.47
186456	HERNANDEZ, MARLO	PV-134547	39.55
186457	HERTZ, JANA	PV-134548	67.80
186458	HIGHTOWER, SHERI	PV-134549	84.75
186459	HILL, DAWN	PV-134550	148.60
186460	HOOPER, GINGER	PV-134551	82.25
186461	HOOPER, GWYNETH	PV-134552	54.24
186462	IMSLAND, TRACEY	PV-134553	74.58
186463	JIMENEZ, DENISE	PV-134554	103.96
186464	JONES, JOSEPH	PV-134555	136.73
186465	KAPLAN, PAUL M	PV-134556	14.13
186466	KAROLYS, ANDREA	PV-134557	224.87
186467	KENNEY, VALERIE	PV-134558	22.60
186468	KERINS, TRACY	PV-134559	23.17
186469	KIMINAS, ANTHONY	PV-134560	147.47
186470	KLISTER, PAMELA	PV-134561	79.10
		PV-134562	36.73
186471	LEAHY, CHRISTINA	PV-134563	27.12
186472	DISCOVERING SCIENCE	PO-324267	8,755.00
186473	ORANGE COUNTY DEPT OF EDUCATIO	PO-322646	4,301.25
186474	PALI MOUNTAIN INSTITUTE	PO-322930	14,485.00
186475	RILEY'S FARM	PO-323281	1,561.60
		PO-324924	220.00

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186476	US BANK	PO-321583	11,852.23
186477	COAST HILLS COMMUNITY CHURCH	PO-324756	3,876.00
186478	W W GRAINGER INC	-	
		PO-324659	29,683.96
186479	W W GRAINGER INC	PO-324659	4,077.76
186480	1ST JON	PO-320302	128.20
186481	ACORN MEDIA	PO-324434	2,053.39
186482	AMERICAN CASUAL	PO-324680	2,061.24
186483	APPLE COMPUTER INC	PO-324697	433.92
186484	ARTESIA SAWDUST	PO-320353	2,930.40
186485	ASSOCIATION OF CALIFORNIA	PO-320079	520.00
186486	BEE MAN	PO-320677	1,349.00
186487	BERTRANDS HORN IMPROVEMENT	PO-320753	100.00
186488	BJ BINDERY	PO-320121	3,261.00
186489	C D T INC.	PO-321707	753.25
186490	CAMCOR INC	PO-324857	4,791.25
186491	CAPISTRANO GOLF CARS	PO-320872	374.38
		PO-324779	10,059.92
186492	CHERRY TREE TOYS INC	PO-324696	350.55
186493	COMPLETE OFFICE OF CA	PO-320702	22.85
		PO-321344	526.29
		PO-321385	226.17
		PO-323624	284.92
186494	CULVER-NEWLIN INC	PO-324365	426.34
186495	DELL MARKETING L P	PO-324589	1,866.88
		PO-324623	8,528.92
		PO-324690	827.13
		PO-324750	311.57
		PO-324817	108.31
186496	DENAULT'S HARDWARE	PO-320162	37.79
186497	DICK'S SPORTING GOODS	PO-323744	466.46
186498	DICK'S SPORTING GOODS	PO-322025	365.96
		PO-322619	1,745.28
186499	DUNN-EDWARDS CORP	PO-320322	267.19
186500	EBERHARD EQUIPMENT	PO-320323	5,925.50
186501	FEDERAL EXPRESS CORP	PO-320135	997.29
186502	FISHER SCIENTIFIC	PO-322849	271.49
186503	FLINN SCIENTIFIC INC	PO-324405	136.58
186504	GOPHER ATHLETIC/SPORTS	PO-324700	3,091.04
186505	HIRSCH PIPE & SUPPLY	PO-324848	273.97
186506	HYDRO-SCAPE PRODUCTS INC	PO-320328	1,154.81
186507	INSIGHT SYSTEMS EXCHANGE	PO-324636	2,299.22
186508	JOHNSTONE SUPPLY	PO-324836	2,871.51
186509	KELLY PAPER COMPANY	PO-324078	2,893.98

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186510	LAKESHORE LEARNING MATLS	PO-324495	16.37
		PO-324824	481.19
186511	LIBRARY STORE, THE	PO-324395	297.82
186512	ALPINE ACADEMY	PO-320240	11,561.00
186513	CARES	PO-323463	3,815.50
186514	DEVEREUX TEXAS TREATMENT	PO-322240	12,885.26
186515	DEVEREUX TEXAS TREATMENT	PO-323659	9,777.00
186516	HERITAGE CENTER	PO-320836	10,484.40
		PO-321377	379.45
186517	LCRA TRUST	PO-321570	6,545.00
186518	PROVIDENCE SPEECH AND	PO-320974	270.00
186519	SOLIANT HEALTH INC	PO-324250	2,010.00
186520	TERI INC	PO-321028	3,290.14
186521	ACTION LEARNING SYSTEMS INC	PO-322950	725.40
		PO-322972	1,014.00
186522	APPLIED SCHOLASTICS INTL	PO-322503	2,295.00
186523	BETH GIBB	PO-323984	1,500.00
186524	SMART KIDS TUTORING & LEARNING	PO-322201	1,848.46
186525	XAMAZE IN HOME TUTORING	PO-322208	76.46
186526	YMCA OF ORANGE COUNTY	PO-321168	9,259.43
		PO-321170	19,118.06
186527	ANTIFAE, DONNA	PV-134659	15.00
186528	BARRAGAN, EZEQUIEL	PV-134704	725.00
186529	BARRETT, JANET S	PV-134663	115.71
186530	BYERS, VICKI	PV-134674	15.00
186531	CAMPBELL, MEGAN	PV-134676	28.00
186532	CHAMBERLAIN, DAVID	PV-134683	28.82
186533	DUTTON, CAROLINE	PV-134684	205.00
186534	ENDER, PAMELA	PV-134685	118.96
186535	FOLIOCOLLABORATIVE	PO-324684	950.00
186536	GARCIA, JERI	PV-134686	961.79
186537	GRANLIBAKKEN RESORT	PO-324272	1,431.20
		PO-324301	1,531.20
		PO-324759	1,639.20
		PO-324880	1,639.20
186538	OLSEN, KATHRINE	PV-134687	203.40
186539	OLSON, LEONA	PV-134688	413.27
186540	ORANGE COUNTY DEPT OF EDUCATIO	PO-324558	3,300.00
		PO-324577	10.00
		PO-324579	10.00
186541	PETTEY, STEPHANIE	PV-134689	424.37
186542	REGENTS UNIVERSITY OF CA IRVIN	PO-322523	40.00
186543	RICHARDS INSTITUTE OF EDUC.	PO-324969	3,000.00
186544	RODRIGUEZ, LAURA	PV-134691	32.60
186545	SANTOS METCALF, HENRY	PV-134692	32.60

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186546	SLOCUM, NIKKI	PV-134690	961.79
186547	WRIGLEY, ANAVELYN	PV-134693	15.00
186548	SHI	PV-134614	177,808.83
186549	ANTONATOS, ROSE MARIE	PV-134610	72.00
186550	OLSON, LEONA	PV-134612	158.42
186551	KLEIN, CINDY	PV-134611	120.00
186552	ADAMSON, CORAL	PV-134615	160.46
186553	BIRKINSHAW, SANDY	PV-134616	25.43
186554	BLITCH, KRISTA	PV-134617	63.28
186555	BUCKMAN, JENNIFER	PV-134618	106.22
186556	CAUDILL, AMANDA	PV-134619	77.41
186557	FERGUSON, ERIN	PV-134620	218.66
186558	FRIEDLANDER, DOROTHY	PV-134622	279.11
186559	GALLEGOS, MOLLY	PV-134623	152.83
186560	HARRISON, EVA	PV-134628	85.88
186561	HAUN, BARBARA	PV-134624	171.20
186562	HAWKINS, TRACY D.	PV-134625	6.78
186563	JOHNSON, CONSTANCE	PV-134626	29.95
186564	KOPELSON, KATHLEEN	PV-134627	344.65
186565	LACHEMANN, DINA	PV-134629	99.44
186566	LAIDLEY, JOANIE	PV-134631	281.37
186567	MEISSNER, ANDREA	PV-134634	205.66
186568	MORAND, CARA	PV-134635	113.00
186569	MORRIS, LINDSEY	PV-134636	18.08
186570	NAPORA, NOELLE	PV-134637	99.44
186571	ONDRYAS, BRIANNA	PV-134638	32.77
186572	ORGILL, JANELL	PV-134639	201.14
186573	PANNING LA BATE	PV-134640	63.28
186574	PARKER, LAURA	PV-134641	140.12
186575	SCHOOLER, DEBORAH	PV-134643	71.76
186576	SMITH, ANNE	PV-134644	206.79
186577	TUNULI, JESSICA	PV-134645	193.23
186578	VARGAS, DAVID	PV-134646	173.46
186579	WILLIAMS, BROOKE	PV-134647	108.48
186580	WOLFSON, DONNA	PV-134648	74.02
186581	FREY, DEBORAH	PV-134621	31.64
186582	LANDEROS, BEATRIZ	PV-134633	6.78
186583	PEREZ, VIRGINIA	PV-134642	87.01
186584	BRANNON, DESIREE	PV-134649	76.28
186585	BROOKMAN, JOSEPH	PV-134650	201.14
186586	CARDIN, PATTI	PV-134651	28.82
186587	CHRISTMAN-STURM, TRACY	PV-134700	26.56
186588	CROSS, MINDY	PV-134652	202.27
186589	ENRIQUEZ, MICHELLE L	PV-134653	146.90
186590	EVANS, LAURA	PV-134654	75.05

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186591	FLYNN, MARGARET	PV-134655	109.05
186592	GILL, ARVINDER	PV-134656	114.70
186593	GILMORE, SHELLY	PV-134657	172.33
186594	GONG, PHOEBE	PV-134661	179.11
186595	MCAULIFFE, CAROL	PV-134662	301.15
186596	MCKEE, DANISE	PV-134664	90.97
186597	MEISSNER, ANDREA	PV-134665	264.99
186598	MITCHELL, KAREN P	PV-134666	219.22
186599	MORROW, ELYSE	PV-134667	75.15
186600	MURPHY, MELISSA	PV-134668	2.83
186601	PATERSON, ELIZABETH	PV-134669	110.74
186602	PERRY, CYNTHIA	PV-134670	16.95
186603	PETERSON, DEBRA	PV-134671	111.87
186604	PETERSON, SUSAN B	PV-134673	91.44
186605	PRATT, JONATHAN	PV-134678	98.31
186606	RAFF, DEIDRE	PV-134679	172.33
186607	RASHIDI, AKRAM KIM	PV-134680	108.48
186608	RUSINKOVICH, CHERYL	PV-134681	92.66
186609	SCHROEDER, JANICE	PV-134682	71.19
186610	SHOFNER, BRIANNA	PV-134694	76.84
186611	SHUMATE, DAGMAR	PV-134695	131.65
186612	SIELING, TARA	PV-134697	103.40
186613	SOLTIS, PAMELA	PV-134698	198.32
186614	STIRLING, ROBERT	PV-134699	97.18
186615	TALILI, MAILUMAI	PV-134701	207.92
186616	TROFFER, GARRETT	PV-134702	194.36
186617	TRUEBLOOD, MELINDA	PV-134703	71.19
186618	WEBSTER, ANNE	PV-134705	169.50
186619	WEINELL, CAROL	PV-134706	183.06
186620	WENTZEL, KORY	PV-134707	99.44
186621	WESTON, KELLY	PV-134708	72.89
186622	WHITE, BRANDI	PV-134709	124.87
186623	WOLFSON, DONNA	PV-134710	50.85
186624	WYNNE, LAUREN	PV-134711	42.94
186625	DANNIS WOLIVER KELLEY	PO-321980	3,920.00
186626	VAVRINEK TRINE DAY & CO LLP	PO-320466	6,000.00
		PV-134658	2,000.00
186627	MILLER MECHANICAL	PO-322898	5,096.00
186628	OFFICE DEPOT	PO-320790	121.51
		PO-320896	81.53
		PO-321199	147.28
186629	ONE STOP BINDERY	PO-320119	323.00
186630	P A THOMPSON ENGR CO	PO-320504	504.52
186631	PACIFIC REFRIGERATION IN	PO-324934	882.50

Board of Trustees Warrant Listing
===== Fiscal Year: 2012-13 =====
Board of Trustees Meeting.....JUNE 12, 2013

Warrant Number	Name of Payee	Reference Number	Amount
186632	PC MALL GOV	PO-322367	57.64
		PO-323412	99.84
		PO-323443	63.81
		PO-323538	63.81
		PO-323981	498.17
		PO-324146	99.84
186633	PEPPER-LOS ANGELES, J W	PO-322737	64.80
186634	PERFECT SEAL LABORATORIES	PO-323481	68.10
186635	PERMA-BOUND	PO-324373	478.03
186636	PHONAK INC	PO-324116	450.39
186637	PITNEY BOWES/PRESORT SERVICES	PO-320132	339.22
186638	POSITIVE PROMOTIONS	PO-323894	413.98
186639	PRENTKE ROMICH COMPANY	PO-323504	495.63
186640	PRIMEX WIRELESS	PO-324300	2,489.63
186641	PRO-ED	PO-323430	374.00
		PO-323849	1,105.50
		PO-324262	76.95
		PO-324420	69.30
186642	PRUDENTIAL OVERALL SUP	PO-320124	65.72
186643	PSYCHEMEDICS	PO-320110	438.30
186644	PYRAMID WIRE & CABLE INC.	PO-320338	6,601.73
186645	THE PAINT STORE	PO-324719	35.08
186646	OFFICE DEPOT	PO-321110	147.95
186647	AQUARIUM OF THE PACIFIC	PO-324248	795.00
186648	CALIFORNIA WEEKLY EXPLORER INC	PO-321971	1,350.00
		PO-321975	1,350.00
186649	DEPARTMENT OF JUSTICE	PO-320035	2,517.00
186650	DUEÑAS-GONZALEZ, EVANGELINA	PV-134712	1,665.59
186651	GUIDED DISCOVERIES	PO-321698	21,173.50
186652	OC LIFEGUARDS	PO-324751	310.00
186653	OCEAN INSTITUTE	PO-324898	644.00
186654	R&S SOIL PRODUCTS INC	PO-324288	1,263.60
186655	READ NATURALLY	PO-323974	374.00
		PO-324415	1,999.00
		PO-324691	151.80
		PO-324695	1,047.33
186656	REALLY GOOD STUFF	PO-324513	1,443.24
186657	RECYCLE AWAY SYSTEMS	PO-323785	9,996.95
186658	RED GIANT	PO-324733	5,999.00
186659	REEL LUMBER	PO-324599	828.56
186660	RENAISSANCE LEARNING INC	PO-323896	439.14
186661	RIDDELL/ALL AMERICAN	PO-322368	1,265.83
186662	RINCON TRUCK PARTS	PO-320575	2,546.38
186663	RIVERSIDE PUBL CO	PO-323235	194.83
		PO-324496	244.13

Board of Trustees Warrant Listing
===== Fiscal Year: 2012-13 =====
Board of Trustees Meeting.....JUNE 12, 2013

Warrant Number	Name of Payee	Reference Number	Amount
186664	RJM LIFTGATE REPAIR	PO-323258	506.76
186665	SCHOLASTIC INC	PO-323685	4,579.00
186666	SCHOLASTIC INC	PO-322155	267.25
186667	SCHOOL SPECIALTY	PO-323340	75.80
		PO-324474	240.30
186668	SEHI COMPUTER	PO-322107	340.03
		PO-322121	340.03
		PO-322482	173.01
		PO-323058	508.20
		PO-323423	112.92
		PO-323468	508.20
		PO-323621	340.80
		PO-324332	369.36
186669	SMART & FINAL	PO-321610	112.41
		PO-323859	50.70
		PO-324676	147.78
186670	TEACHER TO TEACHER PRESS	PO-322714	112.01
186671	VS ATHLETICS	PO-323130	504.88
186672	SMART & FINAL	PO-320581	269.50
1,059 Warrants			\$5,003,592.90

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

VENDOR	TITLE	BOARD APPROVAL DATE
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**

VENDOR	TITLE	BOARD APPROVAL DATE
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**

VENDOR	TITLE	BOARD APPROVAL DATE
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**

VENDOR	TITLE	BOARD APPROVAL DATE
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
South Orange County Community College District (Saddleback)	RFP No. 1-1314, After School Enrichment Activities and Camps Program Provider	4/24/2013
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

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

VENDOR	TITLE	BOARD APPROVAL DATE
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
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 05/21/13

2012-13

112650	A & R WHOLESALE DISTRIBUTORS	596,815.74
145322	AMS.NET INC	366,410.40
004090	APPLE COMPUTER INC	493,995.75
112173	ASCIP	1,911,021.30
118161	CAPISTRANO CONNECTIONS ACADEMY	7,702,218.05
130027	CAPISTRANO UNIFIED	3,858,401.72
120141	CAPISTRANO UNIFIED SCHOOL DIST	2,914,772.26
016335	CAPO VALLEY WATER DIST	266,699.89
043026	CIGNA	362,936.71
018870	CITY OF SAN CLEMENTE	262,123.14
146265	COMMUNITY ROOTS	844,304.00
142967	CORVEL CORPORATION	1,045,841.69
122828	CORVEL ENTERPRISE COMP INC	1,838,973.18
146266	COUNTY OF ORANGE	444,934.32
112600	COX COMMUNICATIONS	418,096.23
100058	CUSD	3,000,000.00
064188	DELL COMPUTER	421,001.70
130403	DOMINO'S PIZZA	268,827.00
114146	GOLD STAR FOODS INC	1,647,945.33
130047	HOLLANDIA DAIRY INC.	591,485.97
144310	INSIGHT SYSTEMS EXCHANGE	385,970.92
144880	IPC USA	837,381.77
105873	JOURNEY CHARTER SCHOOL	1,311,615.00
145542	KEY GOVERNMENT FINANCE INC	304,142.95
120832	METROPOLITAN EMPLOYEES	40,343,526.32
061270	MOULTON NIGUEL WATER	282,153.99
100369	OCEANVIEW SCHOOL	450,118.00
113144	OPPORTUNITY FOR LEARNING	953,535.95
066570	ORANGE COUNTY DEPT OF EDUC	5,517,223.96
146264	OXFORD ACADEMY	3,128,394.00
145219	PACIFIC ROOFING SYSTEMS	267,083.79
078255	SAN DIEGO GAS & ELECTRIC	4,903,599.86
079190	SANTA MARGARITA WATER	251,936.82
081031	SCOTT FORESMAN	500,810.96
084100	SO CA GAS CO	380,085.98
122718	SOUTHERN CALIFORNIA EDISON	1,362,687.20
084770	SOUTHWEST SCHOOL SUPPLY	333,341.74
147457	UNION BANK- ACCT# 6745034800	2,433,427.94
102879	US BANK	1,792,498.81
036075	W W GRAINGER INC	438,961.89
099210	XEROX CORPORATION	1,960,551.29

Attachment 4

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Ms. Marion Fuget	\$25.00	Instructional Supplies	Aliso Niguel High School
Mr. David M. Smith	\$20.00	Instructional Supplies	Aliso Niguel High School
Mr. Joseph Lobe	\$100.00	Instructional Supplies	Aliso Niguel High School
Vending Plus	\$3,158.09	Instructional Supplies	Aliso Niguel High School
Ms. Marion Fuget	\$25.00	Technology	Aliso Viejo Middle School
Amazon Services	\$101.26	Technology	Aliso Viejo Middle School
Harold Ambuehl School PTA	\$300.00	Field Trip Transportation	Ambuehl Elementary School
San Juan Children's Education Foundation	\$564.40	Field Trip Transportation	Ambuehl Elementary School
Sumner Photography	\$412.00	Non-Instructional Supplies	Ambuehl Elementary School
Western Digital - United Way Matching Gifts	\$30.00	Instructional Supplies	Bathgate Elementary School
Sumner Photography	\$695.00	Spring Picture Fundraiser	Canyon Vista Elementary School
Ms. Ann Forster		Nordic Track E57	Capistrano Valley High School
New York Life Foundation	\$100.00	Instructional Supplies	Castille Elementary School
New York Life Giving Campaign	\$96.50	Instructional Supplies	Castille Elementary School
Sumner Photography	\$712.00	Instructional Supplies	Chaparral Elementary School
Lifetouch National School Studios	\$80.00	Non-Instructional Supplies	Clarence Lobo Elementary School
Schools First Federal Credit Union	\$500.00	Classified Employee of the Year Event	Communications Department
Vending Plus	\$21.75	Instructional Supplies	Concordia Elementary School
Del Obispo Elementary School PTA	\$293.00	Field Trip Transportation	Del Obispo Elementary School
Sumner Photography	\$376.00	Instructional Supplies	Del Obispo Elementary School
Laguna Hills Mall	\$150.00	Instructional Supplies	Don Juan Avila Middle School
Western Digital - United Way Matching Gifts	\$100.00	Instructional Supplies	Don Juan Avila Middle School
George White Elementary School PTA	\$310.00	Field Trip Lifeguard	George White Elementary School
CR&R Incorporated	\$620.00	Instructional Supplies	John Malcolm Elementary School
Spreebird	\$74.20	Instructional Supplies	John Malcolm Elementary School
Spreebird	\$82.33	Instructional Supplies	Ladera Ranch Elementary School
Laguna Niguel Elementary School Foundation	\$8,100.00	Field Trip	Laguna Niguel Elementary School
Laguna Niguel Elementary School Foundation	\$575.00	Instructional Supplies	Laguna Niguel Elementary School
Sumner Photography	\$590.00	Instructional Supplies	Las Flores Elementary School
Vending Plus	\$384.33	Ultra Key 6	Las Flores Middle School
Marblehead Elementary School PTA	\$5,100.00	Instructional Supplies	Marblehead Elementary School
Western Digital - United Way Matching Gifts	\$120.00	Instructional Supplies	Marblehead Elementary School
CR&R Incorporated	\$1,163.30	Instructional Supplies	Marco Forster Middle School
Mandarin Immersion Program	\$14,000.00	Mandarin Instructional Aide	Marian Bergeson Elementary School
Mandarin Immersion Program	\$14,000.00	Mandarin Instructional Aide	Marian Bergeson Elementary School
Sumner Photography	\$586.00	Spring Picture Fundraiser	Marian Bergeson Elementary School
Vending Plus	\$35.70	Instructional Supplies	Moulton Elementary School
Ms. Jacqueline Hackler for Charlyze Jotbland	\$15.00	Instructional Supplies	Moulton Elementary School
Ms. Anne B. Casey	\$440.00	Field Trip Transportation	Moulton Elementary School
Sumner Photography	\$1,103.00	Instructional Supplies	Oso Grande Elementary School
Vending Plus	\$55.34	Instructional Supplies	Oso Grande Elementary School
Palisades Elementary School PTA	\$118.29	PTA Supplies for 5th Grade Dance	Palisades Elementary School
Palisades Elementary School PTA	\$981.00	Teacher Stipends for 5th Grade Camp	Palisades Elementary School
Palisades Elementary School PTA	\$360.00	Substitute Teacher	Palisades Elementary School

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Ms. Lisa York	\$100.00	Instructional Supplies	Philip Reilly Elementary School
RH Dana Elementary School PTA	\$202.00	Field Trip Transportation	RH Dana Elementary School
San Juan Children's Education Foundation	\$3,325.00	ST Math License Renewal	San Juan Elementary School
San Juan Children's Education Foundation	\$10,500.00	Primary Music	San Juan Elementary School
San Juan Children's Education Foundation	\$6,405.00	Library Clerk	San Juan Elementary School
Lifetouch National School Studios	\$780.00	Instructional Supplies	San Juan Elementary School
Mr. Raymond Littiken		Approximately 450 Hot Wheels Cars	San Juan Elementary School
Mrs. Michelle Taylor-Bible		Sports Equipment	San Juan Elementary School
Veritas Masonic Lodge, Attn: Mr. Steve Bass, Master		Wurlitzer Piano and a Wooden Desk	San Juan Elementary School
Tara L. Marvin	\$125.00	Early Childhood Program	San Juan Elementary School - Learning Link
Tijeras Creek Booster Club	\$5,000.00	5th Grade Science Camp Transportation	Tijeras Creek Elementary School
United Way Silicon Valley	\$69.23	Intervention	Tijeras Creek Elementary School
Ms. April Casanova	\$240.00	Intervention	Tijeras Creek Elementary School
Girl Scout Troop of Orange County, Troop 2057	\$150.00	Intervention	Tijeras Creek Elementary School
Truman Benedict PTA	\$340.03	LCD Projector Bulbs	Truman Benedict Elementary School
Spreebird	\$70.01	Instructional Supplies	Truman Benedict Elementary School
Sumner Photography	\$522.00	Instructional Supplies	Viejo Elementary School
Girl Scout Troop of Orange County, Troop 2594	\$300.00	Supplemental Supplies	Vista del Mar Elementary School
Sumner Photography	\$1,076.00	Instructional Supplies	Vista del Mar Elementary School
Western Digital - United Way Matching Gifts	\$25,000.00	Instructional Supplies	Vista del Mar Middle School
Vista del Mar Middle School PTA	\$2,000.00	Additional Teacher Assignments	Vista del Mar Middle School
Vista del Mar Middle School PTA	\$569.62	Apple Computer Licenses	Vista del Mar Middle School
Vista del Mar Middle School PTA	\$697.14	Reminder Binders	Vista del Mar Middle School
Vista del Mar Middle School PTA	\$1,992.00	Two Projector Installations	Vista del Mar Middle School
Mako Foundation	\$657.12	FastMath & Fraction Nation Subscription	Vista del Mar Middle School
Mako Foundation	\$663.00	KOCE Discovery Streaming Subscription	Vista del Mar Middle School
Mako Foundation	\$610.62	Substitute Coverage	Vista del Mar Middle School
Mako Foundation	\$713.00	Additional Teacher Assignments	Vista del Mar Middle School
Mako Foundation	\$2,380.00	Instructional Supplies	Vista del Mar Middle School
Vending Plus	\$58.29	Instructional Supplies	Wood Canyon Elementary School
	\$121,218.55		

BOARD MEETING JUNE 12, 2013
DISTRICT STANDARDIZED

INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, AND MASTER CONTRACT AGREEMENTS

NEW AGREEMENTS									
TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED	CONTRACT INCREASED AMOUNT	
MCA	1314026	2	Special Ed	Maxim Healthcare Services, Inc.	Nursing Services	7/01/13-6/30/14	\$ 30,000.00		
MCA	1314027	3	Special Ed	Spectrum Center Rossier Park Elementary	Basic Education Program/Special Ed Instruction	7/01/13-6/30/14	\$ 70,000.00		
PSA	1314028	3	Special Ed	Educational Based Services	Provide Speech Language Pathology Services	7/01/13-6/30/14	\$ 50,000.00		

Total \$ 150,000.00

EXTENSIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED		
PSA	1213031	3	Special Ed Title I	Tricia Krantz	Counseling Services for CUSD Special Ed Students	7/01/13-6/30/14	\$ 40,500.00		
PSA	1213012	3	Special Ed	Rienzi Hayasingh, Psy D & Associates	IEE for Neuropsychological and Psychoeducational assessments to CUSD students	7/01/13-6/30/14	\$ 10,000.00		
PSA	1213013	3	Special Ed	Customized Vision Care	Vision Assessments to CUSD Students	7/01/13-6/30/14	\$ 5,000.00		
PSA	1213035	3	Special Ed	Blind Children's Learning Center	Provide Vision Assessments to CUSD Students	7/01/13-6/30/14	\$ 3,000.00		
PSA	1213039	5	Various by Project	Bowie, Arneson, Wiles & Giannone	Legal services for School Facilities Needs, Surplus Properties and General School Matters	7/01/13-6/30/14	\$ 100,000.00		
ICA	1213040	2	Health Services	Bio-Acoustical Corporation	Vision and Hearing Screening	7/01/13-6/30/14	\$ 56,000.00		
PSA	1213022	2	Special Ed	The Regents of the University of California on behalf of the University of California, San Diego, School of Medicine, Department of Pediatrics	Physician and Medical Consultation Services for District's IEP Team	7/01/13-6/30/14	\$ 6,000.00		
ICA	1213042	3	PTA	Meet the Masters, Inc.	Districtwide Art Lectures and Classroom Activities	7/01/13-6/30/14	\$ 75,000.00		
ICA	1213098	3	Title II	Bradley Scott Fulton	Math Training Seminar for Secondary Teachers	7/26/13-7/25/14	\$ 3,000.00		
ICA	1213117	3	Gift	California Weekly Explorer	Specialized Social Science Walk Through Assemblies	7/01/13-6/30/14	\$ 13,200.00		
PSA	1213034	2	Special Ed	Leisure Care Referral Agency, Inc.	Health Services for a Certified Licensed Vocational Nurse to Special Education Students	7/01/13-6/30/14	\$ 8,000.00		

Total \$ 319,700.00

BOARD MEETING JUNE 12, 2013
DISTRICT STANDARDIZED

INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, AND MASTER CONTRACT AGREEMENTS

AMENDMENTS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED	CONTRACT INCREASED AMOUNT
PSA	1213029	3	Title I	Irma Garcia	Counseling Services	7/01/13-6/30/14	\$ 40,500.00	\$ 500.00
PSA	1213030	3	Title I	Brenda Crary	Counseling Services for CUSD Special Ed Students	7/01/13-6/30/14	\$ 40,500.00	\$ 500.00
PSA	1213039	5	Various by Project	Bowie, Arneson, Wiles & Giamanone	Legal Services for School Facilities Needs, Surplus Properties and General School Matters	7/01/12-6/30/13	\$ 75,000.00	\$ 30,000.00
PSA	1213157	3	Special Ed	Sunbelt Staffing, LLC	Provide Speech Language Pathology Services to CUSD Students	10/08/12-10/07/13		New fee schedule effective July 1, 2013
ICA	1213155	3	Education	Sylvan Learning of Laguna Niguel Operated by Sayva Learning, LLC	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/12-11/14/13	\$ 12,663.36	\$ 4,748.76
ICA	1213133	3	Education	Access To Learning	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/12-11/14/13	\$ 15,037.74	\$ 7,063.14
ICA	1213153	3	Education	Professional Tutors of America	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/12-11/14/13	\$ 32,449.86	\$ 791.46
ICA	1213193	3	Title II	Eagle Software	Provide Master Schedule Consulting Sessions	4/25/13-4/24/14	\$ 2,500.00	\$ 100.00
PSA	1213034	2	General Health Services	Leisure Care Referral Agency, Inc.	Health Services for a Certified Licensed Vocational Nurse to Special Education Students	7/01/12-6/30/13	\$ 19,430.00	\$ 8,200.00
							Total	\$ 51,903.36

RATIFY EXISTING AGREEMENTS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED	CONTRACT INCREASED AMOUNT
PSA	1213119	3	Special Ed	Stepping Stones Speech Pathology	Provide Speech language Pathology Services to CUSD students.	9/25/12-9/24/13	\$ 148,080.00	\$ 13,500.00
PSA	1213185	3	Special Ed	Educational Testing and Assessment Inc.	Provide Independent Educational Evaluations to Provide Assessments for CUSD Students	3/28/13-3/27/14	\$ 10,000.00	\$ 4,000.00
							Total	\$ 17,500.00

BOARD MEETING JUNE 12, 2013
DISTRICT STANDARDIZED
INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, AND MASTER CONTRACT AGREEMENTS

RATIFY NEW AGREEMENTS								
TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED	CONTRACT INCREASED AMOUNT
PSA	1213200	3	Special Ed	Michiel D. Perlman Ph.D, Inc.	Provide Psychoeducational Assessments, Report Writing, Discussion of Results, Collaboration/Consultation with Other Professional, Telephone Calls, and IEP Attendance	5/01/13-4/30/14	\$ 6,000.00	
ICA	1213201	3	Education	Active Learning	Provide After School Dance Education Activities	5/03/13-5/02/14	\$ 1,050.00	
ICA	1213202	3	Gift Funds	The Ecology Center	Provide Science Curriculum Workshop	6/03/13-6/02/14	\$ 600.00	

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 June 13, 2013, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor").

MAXIM HEALTHCARE SERVICES, INCORPORATED

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 amendment.

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: Terry Fluent

Name: _____

Title: Director, Purchasing

Title: _____

Board Approval Date:

Email address _____

FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR	Maxim Healthcare Services, Incorporated	CONTRACTOR NUMBER	1A-30-090	2013-2014
(NONPUBLIC SCHOOL OR AGENCY)		(CONTRACT YEAR)		
Per CDE Certification, total enrollment may not exceed		24 students	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>		
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)	Nursing Services		
	a. Registered Nurse (RN)	\$47.50	Per hour
	b. Licensed Vocational nurse (LVN)	\$43.70	Per hour
	c. Certified Home Health Aide/Nursing Assistant	\$24.70	Per hour
(9)	Residential Board and Care		
(10)	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 June 13, 2013, between Capistrano Unified School District, located at 33122 Vallé Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor").

SPECTRUM CENTER ROSSIER PARK ELEMENTARY

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 amendment.

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: Terry Fluent
 Title: Director, Purchasing
 Board Approval Date:

"CONTRACTOR"

By: _____
 Name: _____
 Title: _____
 Email address _____
 FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR Spectrum Center Rossier CONTRACTOR NUMBER 30-66621-6130553 2013-2014
Park Elementary

(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)
 Per CDE Certification, total enrollment may not exceed 8 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 _____

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

Rate	Period
\$154.00	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 Zone 1	\$34.00	Daily
	b. Transportation – Round Trip Zone 2	\$39.00	Daily
	c. Transportation – Round Trip Zone 3	\$44.00	Daily
	d. Transportation – Round Trip Zone 4	\$54.00	Daily
	e. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of _____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual	\$64.00	Hour
	b. Adapted Physical Education – Group of _____		
	c. Adapted Physical Education – Group of _____		
(4)	a. Language and Speech Therapy – Individual	\$75.00	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	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		
	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)	Nursing Services		
	a. Registered Nurse (RN)		
	b. Licensed Vocational nurse (LVN)		
	c. Certified Home Health Aide/Nursing Assistant		
(9)	Residential Board and Care		
(10)	Residential Mental Health Services		

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

**By credentialed Special Education Teacher.



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of June 13, 2013 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").

EDUCATIONAL BASED SERVICES

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 \$50,000.00 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 7/01/13-6/30/14 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 _____

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 complete 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: _____

EXHIBIT A

FEE SCHEDULE

Educational Based Services (EBS)
P.O. Box 911
Concordville, PA 19331
(800) 578-7906

\$70.00 per hour.

Should Speech Language Pathologist travel to multiple school sites, reimbursement
For mileage from one school location to another will be charged.
Mileage to and from employees home to work will not be included.

By: _____ Date: _____

EXTENSION OF AGREEMENT NO. 1 PSA 1213031

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

TRICIA KRANTZ

Professional Services Agreement No. PSA 1213031 called for an original contract period of July 1, 2012, through June 30, 2013. The agreement with Tricia Krantz shall be extended an additional 12 months, for the period July 1, 2013, through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$40,500.

Except as set forth in this Extension Agreement, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Tricia Krantz

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

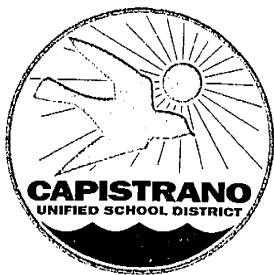
Date: _____

Date: _____

Tricia Krantz, MFT
18 Country Walk Dr.
Aliso Viejo, CA 92656

Fee Schedule 2013-2014

Hourly rate: \$60.00



CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
TELEPHONE: (949) 234-9441/FAX: 493-4083 www.capousd.org

BOARD OF TRUSTEES

JOHN M. ALPAY
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JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

April 22, 2013

Sent via e-mail tricia.krantz@gmail.com

Tricia Krantz
18 Country Walk Drive
Aliso Viejo, CA 92656

Subject: Extension of Contract No. PSA 1213031

Dear Ms. Krantz:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

Please electronically return the fee schedule to me at dmantifae@capousd.org by Tuesday, April 30, 2013.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9444.

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

Tricia Krantz, MFT
18 Country Walk Dr.
Aliso Viejo, CA 92656

Fee Schedule 2013-2014

Hourly rate: \$60.00

Antifae, Donna M.

From: Tricia Krantz <tricia.krantz@gmail.com>
Sent: Friday, May 03, 2013 8:11 AM
To: Antifae, Donna M.
Subject: Re: 2013-2014 Extension Letter Requesting Fee Schedule
Attachments: fee schedule 2013.docx

Hi Donna,

I will try again. Please let me know that you received this.

Thanks,

Tricia

On Fri, May 3, 2013 at 7:57 AM, Antifae, Donna M. <DMANTIFAE@capousd.org> wrote:

Hi Tricia,

I don't see an attachment?

Donna Antifae

Buyer/Planner

Capistrano Unified School District

33122 Valle Road

San Juan Capistrano, CA 92675

949-234-9444 phone

949-493-4083 fax

dmantifae@capousd.org

From: Tricia Krantz [<mailto:tricia.krantz@gmail.com>]
Sent: Thursday, May 02, 2013 10:38 PM
To: Wrigley, Anavelyn S.

Cc: Antifae, Donna M.

Subject: Re: 2013-2014 Extension Letter Requesting Fee Schedule

Dear Anavelyn,

I am attaching my fee schedule for 2012-2013. I was not sure as to how to format the fee schedule. Please let me know if you need any changes.

Thank you,

Tricia

On Tue, Apr 23, 2013 at 11:16 AM, Wrigley, Anavelyn S. <ASWRIGLEY@capousd.org> wrote:

Good Morning,

Please find the attached documents regarding your 2013-2014 renewal and fee schedule. Please be advised that your response needs to be received on or before April 30, 2013. Should you have any question or concerns, please contact myself or Donna Antifae at (949) 234-9444.

Thank you.

Anavelyn S. Wrigley

Assistant Buyer

Capistrano Unified School District

Purchasing Department

33122 Valle Road

San Juan Capistrano, CA 92675

P: (949) 234-9441

F: (949) 493-4083

aswrigley@capousd.org



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of 6/12/12, 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").

TRICIA KRANTZ

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 \$40,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of 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.

[X] General Conditions [X] Special Conditions [X] Required Documents and Certifications [X] Purchase Order(s)

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

DISTRICT

CONSULTANT

By: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 6/11/12

Signature: Tricia Krantz

Name: Tricia Krantz

Title: Marriage + Family Therapist

Address: 18 Country Walk Dr.

Aliso Viejo, CA 92656

Email Address: tricia.krantz@gmail.com

FEIN/SSN 568-63-7039

FEE SCHEDULE

Tricia Krantz
18 Country Walk Dr
Aliso Viejo CA 92656
949-521-2898
tricia.krantz@gmail.com

Description of services to be provided by consultant:

1. As indicated by a student's IEP, provide 60 minute individual, parent, or collateral counseling session with focus on issues related to identified IEP goals.
2. As requested by school staff, or as indicated by student's presentation, consult with school staff regarding student's progress on IEP goal(s).
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultation dates and time, and IEP meeting attendance.
5. Maintain records of student progress in counseling.

Hourly Rate: \$60.00

Tricia Krantz MFT
Tricia Krantz, MFT

6/4/12
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 complete 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: Mica Krantz Date: June 4, 2012

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213031**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

TRICIA ELIZABETH KRANTZ

Professional Services Agreement No. PSA 1213031 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Professional Services Agreement No. PSA 1213031 shall be amended to \$41,080 for additional services requested by the District.


Except as set forth in this Amendment, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Tricia Elizabeth Krantz

By: 
Signature

By: 
Signature

Terry Fluent

Tricia Elizabeth Krantz
Print Name

Director, Purchasing

Marriage + Family Therapist
Title

Date: 8/8/12

Date: 8/4/2012

EXTENSION OF AGREEMENT NO. PSA 1213012

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

RIENZI HAYTASINGH, PSY.D. & ASSOCIATES

Professional Services Agreement No. PSA 1213012 called for an original contract period of July 1, 2012, through June 30, 2013.

The agreement with Rienzi Haytasingh, Psy.D. & Associates shall be extended an additional 12 months, for the period July 1, 2013, through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$10,000.

Except as set forth in this Extension Agreement, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Rienzi Haytasingh, Psy.D. & Associates

By: _____
Signature

By: _____
Signature

Terry Fluent _____

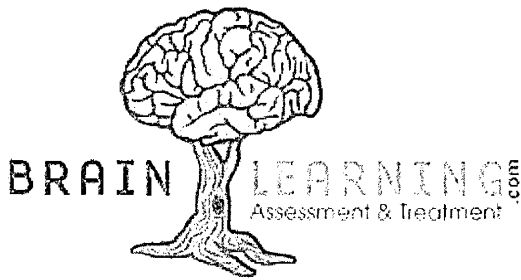
Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____



Fee Schedule

"Ensuring Success, one child at a time."

BRAIN LEARNING Rienzi Haytasingh, Psy.D. & Associates

Child & Adolescent Educational Psychology

STATEMENT # 1
DATE: MAY 10, 2013

8414 Lemon Avenue, La Mesa California 91941
Phone 760.613.2670 Fax 619.462.5437
Drhaytasingh@gmail.com

DATE	DESCRIPTION			HOURS	AMOUNT
	IEE Rate: Hourly			1	\$135
	Includes, Neuropsychological, Psychoeducational, Behavior Assessments.				
	Expert Witness Testimony/ Prep			1	\$135
	Drive Time			1	\$135
	Psychoeducational Assessments				\$2,000- \$3,500
	School Neuropsychological Assessments				\$3,500- \$5,000
HOUR BASE RATE:	REPORT RATE		SCHOOL OBSERVATION	PHONE CONSULTATION	AMOUNT DUE
\$135	\$135		\$135	\$135	

Rienzi Haytasingh, Psy.D. is a Licensed Educational Psychologist in the state of California: LEP # 2732

Make all checks payable to Dr. Rienzi Haytasingh
THANK YOU FOR YOUR BUSINESS!

Antifae, Donna M.

From: erin haytasingh <ehaytasingh@gmail.com>
Sent: Friday, May 10, 2013 10:06 AM
To: Wrigley, Anavelyn S.
Cc: Antifae, Donna M.; Rienzi
Subject: 2013-2014 Extension Letter Requesting Fee Schedule
Attachments: img-423102340-0001.pdf; BRAIN LEARNING FEE SCHEDULE STATEMENT ADJUSTED FOR CAPISTRANO.doc

Hello,

I have attached an adjusted fee schedule for Capistrano.
Are there other forms/ documents you need in order to be set up for next year or do you keep all of the same info. and just create the adjustment with the extension letter?

Best,
Erin Haytasingh
619 750-5628

From: "Wrigley, Anavelyn S." <ASWRIGLEY@capousd.org>
Subject: 2013-2014 Extension Letter Requesting Fee Schedule
Date: April 23, 2013 10:32:42 AM PDT
To: "drhaytasingh@gmail.com" <drhaytasingh@gmail.com>
Cc: "Antifae, Donna M." <DMANTIFAE@capousd.org>, "Wrigley, Anavelyn S." <ASWRIGLEY@capousd.org>

Good Morning,
Please find the attached documents regarding your 2013-2014 renewal and fee schedule. Please be advised that your response needs to be received on or before April 30, 2013. Should you have any question or concerns, please contact myself or Donna Antifae at (949) 234-9444.
Thank you.

Anavelyn S. Wrigley
Assistant Buyer
Capistrano Unified School District
Purchasing Department
33122 Valle Road
San Juan Capistrano, CA 92675
P: (949) 234-9441
F: (949) 493-4083
aswrigley@capousd.org



CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
TELEPHONE: (949) 234-9441/FAX: 493-4083 www.capousd.org

BOARD OF TRUSTEES

JOHN M. ALPAY
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LYNN HATTON
VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

April 22, 2013

Sent via e-mail drhaytasingh@gmail.com

Reinzi Haytasingh, Psy.D. & Associates
8414 Lemon Ave.
La Mesa, CA 91941

Subject: Extension of Contract No. PSA 1213012

Dear Mr. Haytasingh:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

Please electronically return the fee schedule to me at dmantifae@capousd.org by Tuesday, April 30, 2013.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract.

Your understanding and assistance in this matter is appreciated.

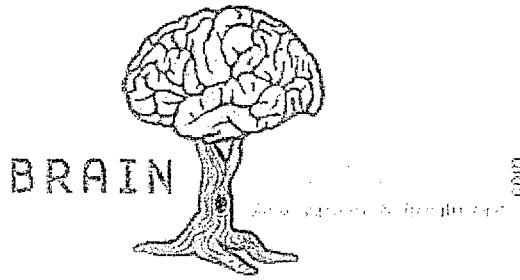
If you have any questions, please contact me at (949) 234-9444.

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

SERVING THE COMMUNITIES OF:

ALISO VIEJO • COTO DE CAZA • DANA POINT • LADERA RANCH • LAGUNA NIGUEL • LAS FLORES • MISSION VIEJO
RANCHO SANTA MARGARITA • SAN CLEMENTE • SAN JUAN CAPISTRANO



Fee Schedule

"Ensuring Success, one child at a time."

BRAIN LEARNING

Rienzi Haytasingh, Psy.D. & Associates

Child & Adolescent Educational Psychology

8414 Lemon Avenue, La Mesa California 91941
Phone 760.613.2670 Fax 619.462.5437
Drhaytasingh@gmail.com

STATEMENT # 1
DATE: MAY 10, 2013

DATE	DESCRIPTION	HOURS	AMOUNT	
	IEE Rate: Hourly	1	\$135	
	Includes, Neuropsychological, Psychoeducational, Behavior Assessments.			
	Expert Witness Testimony/ Prep	1	\$135	
	Drive Time	1	\$135	
	Psychoeducational Assessments		\$2,000- \$3,500	
	School Neuropsychological Assessments		\$3,500- \$5,000	
HOUR BASE RATE:	REPORT RATE	SCHOOL OBSERVATION	PHONE CONSULTATION	AMOUNT DUE
\$135	\$135	\$135	\$135	

Rienzi Haytasingh, Psy.D. is a Licensed Educational Psychologist in the state of California: LEP # 2732

Make all checks payable to Dr. Rienzi Haytasingh
THANK YOU FOR YOUR BUSINESS!



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of 6/12/12, 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").

RIENZI HAYTASINGH, PSY.D. & ASSOCIATES

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 \$15,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of 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.

[X] General Conditions [X] Special Conditions [X] Required Documents and Certifications [X] Purchase Order(s)

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: 6/11/12

CONSULTANT

Signature: Rienzi Haytasingsh
 Name: Rienzi Haytasingsh
 Title: Psy.D.
 Address: 8414 Lemon Ave.
La Mesa, CA 91941
 Email Address: drhaytasingsh@gmail.com
 FEIN/SSN: 564451232



Fee Schedule

"Ensuring success, one child at a time."

Rienzi Haytasingh, Psy.D. & Associates

Child & Adolescent Educational Psychology

8414 Lemon Avenue, La Mesa California 91941
Phone 760.613.2670 Fax 619.462.5437
Drhaytasingh@gmail.com

STATEMENT # 1
DATE: MAY 2, 2012

DATE	DESCRIPTION	HOURS	AMOUNT
	IEE Rate: Hourly	1	\$150
	Includes, Neuropsychological, Psychoeducational, Behavior Assessments.		
	Expert Witness Testimony/ Prep	1	\$150
	Drive Time	1	\$150
	Psychoeducational Assessments		\$2,000- \$3,000
	School Neuropsychological Assessments		\$3,000- \$5,000

HOUR BASE RATE:	REPORT RATE	SCHOOL OBSERVATION	PHONE CONSULTATION	AMOUNT DUE
\$150	\$150	\$150	\$150	

Rienzi Haytasingh, Psy.D. is a Licensed Educational Psychologist in the state of California: LEP # 2732

Make all checks payable to Dr. Rienzi Haytasingh
THANK YOU FOR YOUR BUSINESS!

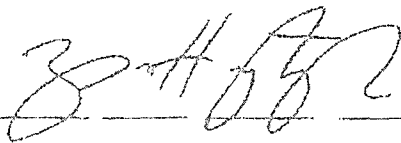
SPECIAL CONDITIONS

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 complete 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: _____

5/15/12

EXTENSION OF AGREEMENT NO. 1 PSA 1213013

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

CUSTOMIZED VISION CARE

Professional Services Agreement No. PSA 1213013 called for an original contract period of July 1, 2012, through June 30, 2013. The agreement with Customized Vision Care shall be extended an additional 12 months, for the period July 1, 2013, through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$5,000.

Except as set forth in this Extension Agreement, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Customized Vision Care

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____



CUSTOMIZED VISION CARE
A Professional Optometric Corporation

May 7, 2013

Anavelyn S. Wrigley
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
F: (949) 493-4083

David G. Kirschen, OD, PhD
Isabell Choi-Siritara, OD

428 S. Brea Blvd
Brea, California 92821
Ph: 714.529.2470
Fax: 866.801.4739
E-mail: patients@kirschen.net
Website: www.kirschen.net

To Whom It May Concern,

I would be happy to provide services to the Capistrano Unified School District for the 2013-2014 academic year. My examination fee will remain at \$325. If you have any questions, please don't hesitate to call the office at (714) 529-2470.

Sincerely,

David Kirschen, OD PhD



CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
TELEPHONE: (949) 234-9441/FAX: 493-4083 www.capousd.org

BOARD OF TRUSTEES

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AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

April 22, 2013

Sent via e-mail doctors@customizedivisioncare.com

Customized Vision Care
428 S. Brea Blvd.
Brea, CA 92821
Attention: David Kirschen

Subject: Extension of Contract No. PSA 1213013

Dear Mr. Kirschen:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

Please electronically return the fee schedule to me at dmantifae@capousd.org by Tuesday, April 30, 2013.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9444.

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing



CUSTOMIZED VISION CARE

A Professional Optometric Corporation

David G. Kirschen, OD, PhD

Isabell Choi-Siritara, OD

428 S. Brea Blvd

Brea, California 92821

Ph: 714.529.2470

Fax: 866.801.4739

E-mail: patients@kirschen.net

Website: www.kirschen.net

May 7, 2013

Anavelyn S. Wrigley
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
F: (949) 493-4083

To Whom It May Concern,

I would be happy to provide services to the Capistrano Unified School District for the 2013-2014 academic year. My examination fee will remain at \$325. If you have any questions, please don't hesitate to call the office at (714) 529-2470.

Sincerely,

David Kirschen, OD PhD

Wrigley, Anavelyn S.

From: David Kirschen <davidkirschen@mac.com>
Sent: Tuesday, April 23, 2013 2:33 PM
To: Wrigley, Anavelyn S.
Subject: Re: 2013-2014 Extension Letter Requesting Fee Schedule

I would be happy to renew my contact with the district for another year, but my fees will need to remain the same. \$323 per student vision evaluation.

If this is acceptable to the district, please send out the renewal contact for my signature.

Dr. Kirschen



David Kirschen, OD, PhD
428 S Brea Blvd
Brea, CA 92821
voice: (714) 529-2470
fax: (866) 801-4739
davidkirschen@mac.com
www.kirschen.net

Confidentiality Notice:

The information in this message (and the documents attached to it, if any) is confidential and may be legally privileged. It is intended solely for the addressee. Access to this message by anyone else is unauthorized. If you are not the intended recipient, any disclosure, copying, distribution or any action taken, or omitted to be taken in reliance on it is prohibited and may be unlawful. If you have received this message in error, please delete all electronic copies of this message (and the documents attached to it, if any), destroy any hard copies you may have created and notify me immediately by replying to this email. Thank you.

On Apr 23, 2013, at 10:43 AM, "Wrigley, Anavelyn S." <ASWRIGLEY@capousd.org> wrote:

Good Morning,

Please find the attached documents regarding your 2013-2014 renewal and fee schedule. Please be advised that your response needs to be received on or before April 30, 2013. Should you have any question or concerns, please contact myself or Donna Antifae at (949) 234-9444.

Thank you.

Anavelyn S. Wrigley

Assistant Buyer
Capistrano Unified School District
Purchasing Department

33122 Valle Road
San Juan Capistrano, CA 92675
P: (949) 234-9441
F: (949) 493-4083
aswrigley@capousd.org
<img-423102359-0001.pdf>

**PROFESSIONAL SERVICES AGREEMENT**

This Agreement for Professional Services ("**Agreement**") is effective as of 6-12-12, 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").

CUSTOMIZED VISION CARE

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 \$5,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of 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.

[X] General Conditions [X] Special Conditions [X] Required Documents and Certifications [X] Purchase Order(s)

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: 6/11/12

CONSULTANT

Signature: David Kirschen

Name: David Kirschen

Title: OD, PhD

Address: 428 S Brea Blvd.

Brea, CA 92821

Email Address: docto15@customizedvisioncare.com

FEIN/SSN: _____

EXHIBIT A
FEE SCHEDULE

Customized Vision Care
428 S. Brea Blvd.
Brea, CA 92821
(714) 529-2470
davidkirschen@mac.com

\$325.00 per evaluation

Signature David Kirschen Date 5/22/12

Typed or Printed Name David Kirschen

SPECIAL CONDITIONS

1. Scope of Practice and Release of Assessment Documentation

Consultant is functioning solely as an independent vision evaluator to support student education. 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 vision 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 vision evaluation, the consultant agrees to release assessment documentation including assessment protocols and written report to the DISTRICT prior to receipt of payment for services.

2. Article 7. Consultant Information DELETE entire Section. This does not pertain to medical records.

3. Article 9. Termination For Convenience – ADD

The Contractor shall have the right to terminate this Agreement for convenience at any time and for any reason by giving thirty (30) days written notice of such termination to District.

4. Article 12. Termination For Convenience DELETE

"and for, a minimum of a full three (3) years from the final completion of the Consulting Services under this Agreement"

By: Paul Kervinen Date: 5/22/12

EXTENSION OF AGREEMENT NO. 1 PSA 1213035

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BLIND CHILDREN'S LEARNING CENTER

Professional Services Agreement No. PSA 1213035 called for an original contract period of July 1, 2012, through June 30, 2013. The agreement with Blind Children's Learning Center shall be extended an additional 12 months, for the period July 1, 2013, through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$3,000.

Except as set forth in this Extension Agreement, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Blind Children's Learning Center

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____



Blind Children's Learning Center
18542-B Vanderlip Avenue, Santa Ana, CA 92705
Phone: (714) 573-8888 Fax: (714) 573-4944
www.blindkids.org

Revised 03/08/13

FEE SCHEDULE

ACADEMIC SCHOOL YEAR JULY 1, 2013 THROUGH JUNE 30, 2014

ON-SITE TUITION: BASIC EDUCATION PROGRAM \$139.00 PER DAY

Educational Programs: 9:00am to 12:30pm - 6 months old to 3 years old
9:00am to 3:00pm - 3 years old to 6 years old

Basic Education Fee includes Bundled Services * Part of Program Package as follows:

- | | |
|--|---|
| • Annual Pediatric Optometry Evaluation | • Positioning Consultations |
| • Functional Vision Assessments | • Enrichment Activities |
| • On-Site Pediatric RN | • Receptive & Expressive Communication |
| • Low Vision Pre-Braille & Braille Instruction | • Support & Counseling Services for Parents |
| • Public School Integration | • Counseling & Play Therapy – Related Service |
| • Handwriting without Tears | • Adapted PE – Related Service |
| • Feeding Consultations & G Tube Feeding | • Sensory Motor Group - Related Service |
| • Sighted Peers | • Socialization Skills - Related Service |
| • Sensory Motor Integration | • Music Enrichment |
| • Fieldtrips & Independence Growth Activities | • Adaptive Technology |

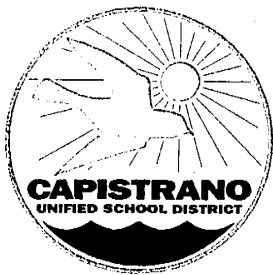
SERVICES THAT CAN BE CONTRACTED FOR SEPARATELY INCLUDE:

Vision Evaluation or Assessment	\$90 per hour
Vision Itinerant Services	\$90 per hour
Braille transcribing	\$90 per hour
Occupational Therapy Evaluation or Assessment	\$90 per hour
Occupational Therapy Services	\$90 per hour
Occupational Therapy Services Assistant (COTA)	\$90 per hour
Physical Therapy Evaluation or Assessment	\$90 per hour
Physical Therapy Services	\$90 per hour
Speech Evaluation or Assessment	\$90 per hour
Speech and Language Services	\$90 per hour
Speech and Language Services Assistant (SLPA)	\$90 per hour
Orientation & Mobility Evaluation or Assessment	\$90 per hour
Orientation & Mobility Services	\$90 per hour
Infant Family Focus Program (in natural environment)	\$90 per hour
One-on-One Aide	\$15 per hour
Psychological Testing / Counseling	\$90 per hour

Make Ups & Reschedules: Due to the requirements for providers to render services and scheduling based on Blind Children's Learning Center and the individual school districts calendars BCLC allows providers to makeup or reschedule 30 days prior to the original scheduled service day and 30 days following.

Mileage: For areas outside our normal range we will be charging mileage based on the IRS standard rate.

Student is Inaccessible: On many occasions, our specialists go to the school and we have not been informed of the child's absence or inability to meet. We will charge 30 minutes for these visits subsequently the specialists' time and travel will be covered.



CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
TELEPHONE: (949) 234-9441/FAX: 493-4083 www.capousd.org

BOARD OF TRUSTEES
JOHN M. ALPAY
PRESIDENT

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CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

May 9, 2013

Sent via e-mail denise.grajek@blindkids.org

Blind Children's Learning Center
18542-B Vanderlip Ave.
Santa Ana, CA 92705
Attention: Denise Grajek

Subject: Extension of Contract No. PSA 1213035

Dear Ms. Grajek,

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

Please electronically return the fee schedule to me at dmantifae@capousd.org by Tuesday, May 14, 2013.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9444.

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of 6/12/12, 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").

BLIND CHILDREN'S LEARNING CENTER

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 \$7,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of 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: Terry Fluert
 Name: Terry Fluert
 Title: Director, Purchasing
 Board Approval Date: 6/11/12

CONSULTANT

Signature: Kathleen Buehler
 Name: Kathleen Buehler
 Title: Executive Director
 Address: Blind Children's Learning Center
18542-B Vanderlip Ave, Santa Ana, CA
92705
 Email Address: kathleen.buehler@blindkids.org
 FEIN/SSN 95-6097023

1 Contact: Denise Grajek, Contract Administrator

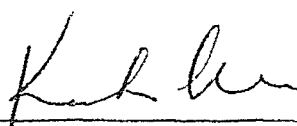
Professional Services Agreement
 Capistrano Unified School District

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 complete 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.

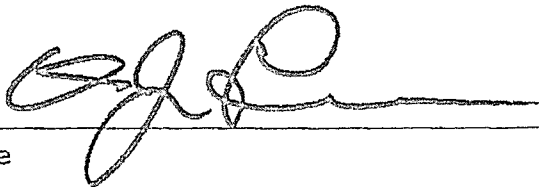
By:  Date: 5/29/12
Kim Webb

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 complete 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: 5/25/12
KJ Lee

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 complete 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: Monique Arteaga Date: 5/30/12
Monique Arteaga

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 complete 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: Chrisenthia Blue Date: 5-30-12
Chrisenthia Blue (aka Chris)

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.

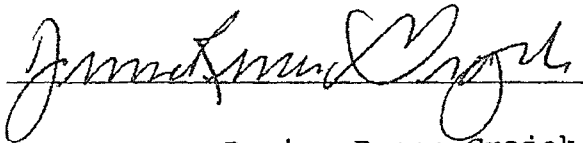
Upon complete of the independent educational evaluation, the consultant agrees to release assessment documentation including assessment protocols and written report to the DISTRICT prior to receipt of payment for services.

By: Danette Davis Date: May 30, 2012
Danette Davis

EXHIBIT A
FEE SCHEDULE

Blind Children's Learning Center
18542 Vanderlip Avenue
Santa Ana, CA 92705
(714) 573-8888
Email: denise.grajek@blindkids.org

Vision Assessments \$90.00 per hour

Signature  Date 06/05/2012
Typed or Printed Name Denise Renee Grajek

EXIBIT A

**Blind Children's Learning Center
18542 Vanderlip Avenue
Santa Ana, CA 92705
(714)573-8873**

Fee Schedule

Vision Assessments - \$90.00 per hour

By: _____ Date: _____

EXTENSION OF AGREEMENT NO. 1 PSA 1213039

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BOWIE, ARNESON, WILES & GIANNONE

Professional Services Agreement No. PSA 1213039 called for an original contract period of July 1, 2012, through June 30, 2013. The agreement with Bowie, Arneson, Wiles & Giannone shall be extended an additional 12 months, for the period July 1, 2013, through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$100,000.

Except as set forth in this Extension Agreement, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Bowie, Arneson, Wiles & Giannone

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

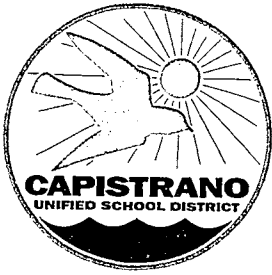
Date: _____

Date: _____

**Fee Schedule for Fiscal Year 2013-2014 for
Capistrano Unified School District**

Contract No. PSA 1213039

	Current Hourly Rates July 1, 2012 to June 30, 2013	Proposed Hourly Rates July 1, 2013 to June 30, 2014
Partners	\$235.00	\$235.00
Senior Associates	\$205.00	\$205.00
Associates	\$195.00	\$195.00
Law Clerks	\$125.00	\$125.00
Paralegals	\$ 75.00	\$ 75.00



CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
TELEPHONE: (949) 234-9441/FAX: 493-4083 www.capousd.org

BOARD OF TRUSTEES
JOHN M. ALPAY
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ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

April 22, 2013

Sent via e-mail abowie@bawg.com

Bowie, Arneson, Wiles, & Giannone
4920 Campus Drive
Newport Beach, CA 92660
Attention: Alexander Bowie

Subject: Extension of Contract No. PSA 1213039

Dear Mr. Bowie:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

Please electronically return the fee schedule to me at dmantifae@capousd.org by Tuesday, April 30, 2013.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9444.

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

BOWIE, ARNESON, WILES & GIANNONE

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
ATTORNEYS AT LAW

ALEXANDER BOWIE*
JOAN C. ARNESON
WENDY H. WILES*
PATRICIA B. GIANNONE
ROBERT E. ANSLOW
BRIAN W. SMITH
JEFFREY A. HOSKINSON
SASCHA TOPA
LUKE BOUGHEN
JEFFREY W. FREY
LYNH N. NGUYEN

4920 CAMPUS DRIVE
NEWPORT BEACH, CALIFORNIA 92660
(949) 851-1300

(800) 649-0997
FAX (949) 851-2014

REF. OUR FILE
3003.2

*A PROFESSIONAL CORPORATION

May 7, 2013

VIA E-MAIL

dmantifae@capousd.org

Ms. Donna Antifae
Buyer/Planner, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, California 92675

Re: Extension of Contract No. PSA 1213039

Dear Ms. Antifae:

We are in receipt of your correspondence regarding legal services for the Capistrano Unified School District ("District"). Our Firm very much appreciates the continued opportunity to work with the District and to assist the District in various legal matters. Along those lines, we try to be mindful of the current economic conditions and the financial challenges facing school districts today. Accordingly, when reviewing our monthly invoices, we write-off time that we do not feel is fully warranted and have provided some legal services to the District on a pro bono basis. In addition, because of the economic conditions, we have not increased our rates during the last five years.

With regard to the District's request that we reduce our hourly rates, we respectfully must decline this request as it would create significant issues with our other school district clients. However, we would propose to continue with the same hourly rates as we have been using for the past five years for this upcoming renewal period, July 1, 2013, through June 30, 2014.

We look forward to continuing to provide our expertise and assistance to the District as requested.

Very truly yours,

BOWIE, ARNESON, WILES & GIANNONE

By: 
Alexander Bowie

AB:pk

BAW&G/169715

**Fee Schedule for Fiscal Year 2013-2014 for
Capistrano Unified School District**

Contract No. PSA 1213039

	Current Hourly Rates July 1, 2012 to June 30, 2013	Proposed Hourly Rates July 1, 2013 to June 30, 2014
Partners	\$235.00	\$235.00
Senior Associates	\$205.00	\$205.00
Associates	\$195.00	\$195.00
Law Clerks	\$125.00	\$125.00
Paralegals	\$ 75.00	\$ 75.00



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of June 12, 2012 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").

BOWIE, ARNESON, WILES & GIANNONE

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 \$75,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of 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: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 6/11/12

CONSULTANT

Signature: Alexander Bowie

Name: Alexander Bowie

Title: Managing Partner

Address: 4920 Campus Drive

Newport Beach, CA 92660

Email Address: abowie@bawg.com

FEIN/SSN 33-0219871

Bowie, Arneson, Wiles & Giannone

2011-2012 Hourly Rates

FOR

CAPISTRANO UNIFIED SCHOOL DISTRICT

	Current Pricing July 1, 2011- June 30, 2012	Proposed Pricing July 1, 2012-June 30, 2013
Partners	\$235.00	\$235.00
Senior Associates	\$205.00	\$205.00
Associates	\$195.00	\$195.00
Law Clerks	\$125.00	\$125.00
Paralegals	\$ 75.00	\$ 75.00

EXTENSION OF AGREEMENT NO.1 PSA 1213040

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BIO-ACOUSTICAL CORPORATION

Professional Services Agreement No. PSA 1213040 called for an original contract period of July 1, 2012, through June 30, 2013.

The agreement with bio-Acoustical Corporation shall be extended an additional 12 months, for the period July 1, 2013, through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$56,000.

Except as set forth in this Extension Agreement, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Bio-Acoustical Corporation

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

STANDARD SCREENING SERVICES CONTRACT

THIS CONTRACT, BY AND BETWEEN BIO-ACOUSTICAL CORPORATION AND THE CAPISTRANO UNIFIED SCHOOL DISTRICT SHALL BE IN EFFECT FOR THE 2013 - 2014 SCHOOL YEAR

SECTION I: HEARING SCREENING

Bio-Acoustical Corporation, herein known as Contractor, shall:

- (a) Perform the following service: Hearing screening on designated students at designated districts school sites. Such services shall be performed in accordance with, and subject to, all applicable requirements for the Education Code, Health and Safety Code, the reasonable regulations adopted by the School District, and all other applications of law.
- (b) Perform the hearing screenings in accordance with procedures prescribed in Section 2951, California Public Health Administrative Code, Title 17. The following screening(s) will be administered:

Please check appropriate boxes:

☐

Initial Screenings

☐

Initial Screenings with First Thresholds

☐

- (c) Permit only properly licensed and certified personnel to conduct such screening of pupils. Such personnel shall meet the requirements and standards of the State Board of Public Health, Section 1685 and Section 1686 of the Health and Safety Code of California and shall be registered in the State Department of Education and the County Schools office.
- (d) Utilize the adequate equipment and audiometers necessary to conduct adequate screening and testing. Audiometers used shall be calibrated to the ANSI 1989 Standards.
- (e) Submit the results of all screenings at the end of the testing period. Individual student screening results, plus an overall statistical report, will be included.
- (f) Submit detailed billing to the School District's business office. This billing may be submitted as progress billing for work already completed at any time during the contract and at regular intervals.
- (g) Perform group screening on all initial screening at all grade levels except Kindergarten, which is done one-on-one.

SECTION II:**VISION SCREENING**

CHECK ONE: Bio-Acoustical Corporation, herein known as Contractor shall:

<input type="checkbox"/>	<input type="checkbox"/>
YES	NO

- (a) Perform the following service: Vision screening of pupils designated by the School District. Such service shall be performed in accordance with, and subject to, all applicable requirements for the Education Code, Health and Safety Code, the reasonable regulations adopted by the School District, and all other applications of law.
- (b) Conduct vision screening by use of a procedure known as Snellen Screening.
- (c) Attest that Contractor is currently registered with the State Department of Education and County School's office, and that qualified personnel shall give vision services.
- (d) Utilize the adequate equipment necessary to conduct adequate screening: Good-Lite Snellen test charts.
- (e) Submit the results of all screenings at the end of the testing period. Individual student screening results, plus an overall statistical report, will be included.
- (f) Submit detailed billing to the School District's business office. This billing may be submitted as progress billing for work already completed at any time during the contract and at regular intervals.

SECTION III: (optional) **COLOR VISION SCREENING**

CHECK ONE: Bio-Acoustical Corporation, herein known as Contractor shall:

<input type="checkbox"/>	<input type="checkbox"/>
YES	NO

- (a) Perform the following service: Color vision screening of pupils designated by the School District. Such service shall be performed in accordance with and subject to, all applicable requirements for the Education Code, Health and Safety Code, the reasonable regulations adopted by the School District, and all other applications of law.
- (b) Conduct color vision screening using Ishihara or Pseudo-isocromatic color plates, and shall be conducted in the one grade level designated by the School District, on male students, as well as any referrals.
- (c) Submit the results of all screenings at the end of the testing period. Individual student screening results, plus an overall statistical report, will be included.
- (d) Submit detailed billing to the School District's business office. This billing may be submitted as progress billing for work already completed at any time during the contract and at regular intervals.

SECTION IV:

PRICING

The School District shall pay Contractor per the following rates, dependent on the number of staff utilized and students screened.

PER DAY RATE: \$1100 when two vision screeners utilized (up to roughly 400 tests)
 \$1400 when three vision screeners are utilized

Rate includes vision and hearing screening on grades K, 2, 5, and 8 as well as any referrals, SDC, RSP students, color vision on 2nd grade boys, data services including pre-printing of forms, Aeries compatible data for importing into district database, and reporting services including one master report for the district and one individual school report for each school.

INITIAL SCREENING DAYS ALLOTTED

District is allotted **forty-six (46)** days of initial screenings.

SECTION V:

CONDITIONS

- (a) It is expressly understood and agreed upon by both parties hereto, that the Contractor, while engaged in carrying out and complying with any and all of the terms of this contract, is an independent contractor and is not an officer, agent, or employee of the aforesaid School District.
- (b) The reports submitted by the Contractor to the School District shall only contain the results of the tests conducted, and shall not include any suggestions or diagnoses. Contractor shall have no responsibility or obligation with respect to the existence of any impaired hearing or vision of any student, and results will not be released except to authorized personnel of the School District, and shall be maintained always as confidential and secret by Contractor.
- (c) The School District shall be solely responsible for the conduct and supervision of the students during the testing and related on-site activities conducted by the Contractor. The School District shall provide adequate personnel to control and supervise students at all times during the course of testing being conducted at any/all of the schools of the School District. The School District shall also be responsible for getting students from classes to the testing area, making them available for testing in a reasonable and timely fashion, and returning them to their classes at each of the school sites.
- (d) The School District shall designate a Health Supervisor as its authorized agent to coordinate the implementation of this contract with Contractor, as specified in Sections 44879 inclusive, and Section 49422 of the California Education Code.
- (e) The School District shall provide a safe place to park and store the mobile testing vehicle of the Contractor during the testing schedule when said vehicle is being utilized within the District. The School District bus yard or other suitable location shall be made available after each test day, on holidays and weekends.
- (f) Contractor agrees to, and does hereby indemnify and hold harmless, the School District, its officers, agents, and employees from every claim or demand made and every liability, loss, damage, or expense of any nature whatsoever, which may be incurred by reason of any injury to or death of persons or damage to property, sustained by any person arising out of or in any way connected with the actions of Contractor in conducting the hearing and/or vision tests under this contract, except for liability for damages which result from the sole negligence or willful misconduct of the School District, its officers, employees or agents who are directly employed by the School District.
- (g) In the event of cancellation of this contract, after execution and scheduling of the actual testing, the School District shall give Contractor proper consideration at the rate of 10% of the total revenues expected from the contract for that school year. A ninety- (90) day written cancellation is required to make an executed contract null and void. If rescheduling is necessary due to either party, a minimum of one-day notice is requested. Schools rescheduled must be completed by the date indicated in Section (j). In the event a scheduled screening day is canceled or postponed by the School District or an agent thereof, after the start of that day, the School District will reimburse Contractor for expenses incurred that day, limited to cost of actual mileage reimbursements and salaries paid to employees of Contractor who were scheduled to work and arrived at School District site in good faith.

SECTION V: (continued)

- (h) Upon acceptance of this contract, the School District shall issue an applicable **Purchase Order** to cover services provided by this contract. **Purchase orders must be received with the signed contracts, or no later than three weeks prior to date testing schedule commences**, indicating approximate numbers of students to be tested, and price ranges for test to be administered. Terms of payment will be net 15 days (1 ½% interest will be charged to all invoices not paid after thirty (30) days). Purchase orders may include "NOT TO EXCEED" LIMITATIONS, but must take any prior year's billing total plus any enrollment increases, or current enrollment figures multiplied by the applicable hearing and/or vision charges into consideration.
- (i) School District is responsible for: 1) Reporting failures and/or and School District recommendations to parents of students, and reporting to any applicable State Agencies any/all total district figures, as well as filing any annual mandated screening compliance reports to applicable agencies, and 2) Filing "intent to contract" with applicable Agencies of County and State.
- (j) Completion date: All screening services under this contract will be completed on or before _____.

SECTION VI: **ACCEPTANCE**

IN WITNESS WHEREOF, the parties signing below have executed this Contract as of the date transcribed here below.

Bio-Acoustical Corporation Date: _____

School District

Authorized Agent's Signature Date: _____

Purchase Order Number (PO must be on file prior to testing)

Term of this contract is for _____ year (s).



CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
TELEPHONE: (949) 234-9441/FAX: 493-4083 www.capousd.org

BOARD OF TRUSTEES

JOHN M. ALPAY
PRESIDENT

LYNN HATTON
VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

May 16, 2013

Sent via e-mail mark@bio-acoustical.com

Bio Acoustical Corporation
1833 E. 17th St. Suite 103
Santa Ana, CA 92705
Attention: Mark Doyle

Subject: Extension of Contract No. PSA 1213040

Dear Mr. Doyle:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

Please electronically return the fee schedule to me at dmantifae@capousd.org by Tuesday, May 30, 2013.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9444.

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

Antifae, Donna M.

From: Mark Doyle <mark@bio-acoustical.com>
Sent: Saturday, May 18, 2013 7:05 AM
To: Antifae, Donna M.
Subject: pricing
Attachments: Capistrano 2013 2014.pdf

Ms. Antifae,

In response to the request to cut 10% off our rates, I would ask you to compare the hearing and vision totals billed for 2012 – 2013 and those billed for 2011 – 2012. There should be a 10 – 20% savings, and I would really like to know what that figure was. Therefore, in light of the savings we are already providing your district, and the fact that we have already devised ways to save the district more this year I do not feel it necessary to reduce our rate structure. The budget for this service is \$56,000, same as last year, and we can at least come in \$2000 below budget. Again, I ask you what the budget for the same service was in 2011-2012?

I have attached our proposed contract for 2013 – 2014. Call me if you have any questions. Thank you.

Mark Doyle
President
Bio Acoustical Corporation
Phone: (800) 924-8802
Fax: (714) 547-6875
Email: mark@bio-acoustical.com
Web: www.bio-acoustical.com

STANDARD SCREENING SERVICES CONTRACT

THIS CONTRACT, BY AND BETWEEN BIO-ACOUSTICAL CORPORATION
AND THE CAPISTRANO UNIFIED SCHOOL DISTRICT SHALL BE IN EFFECT
FOR THE 2013 - 2014 SCHOOL YEAR

SECTION I: HEARING SCREENING

Bio-Acoustical Corporation, herein known as Contractor, shall:

- (a) Perform the following service: Hearing screening on designated students at designated districts school sites. Such services shall be performed in accordance with, and subject to, all applicable requirements for the Education Code, Health and Safety Code, the reasonable regulations adopted by the School District, and all other applications of law.
- (b) Perform the hearing screenings in accordance with procedures prescribed in Section 2951, California Public Health Administrative Code, Title 17. The following screening(s) will be administered:

Please check appropriate boxes:

☐

Initial Screenings

☐

Initial Screenings with First Thresholds

☐

- (c) Permit only properly licensed and certified personnel to conduct such screening of pupils. Such personnel shall meet the requirements and standards of the State Board of Public Health, Section 1685 and Section 1686 of the Health and Safety Code of California and shall be registered in the State Department of Education and the County Schools office.
- (d) Utilize the adequate equipment and audiometers necessary to conduct adequate screening and testing. Audiometers used shall be calibrated to the ANSI 1989 Standards.
- (e) Submit the results of all screenings at the end of the testing period. Individual student screening results, plus an overall statistical report, will be included.
- (f) Submit detailed billing to the School District's business office. This billing may be submitted as progress billing for work already completed at any time during the contract and at regular intervals.
- (g) Perform group screening on all initial screening at all grade levels except Kindergarten, which is done one-on-one.

SECTION II:**VISION SCREENING**

CHECK ONE: Bio-Acoustical Corporation, herein known as Contractor shall:

<input type="checkbox"/>	<input type="checkbox"/>
YES	NO

- (a) Perform the following service: Vision screening of pupils designated by the School District. Such service shall be performed in accordance with, and subject to, all applicable requirements for the Education Code, Health and Safety Code, the reasonable regulations adopted by the School District, and all other applications of law.
- (b) Conduct vision screening by use of a procedure known as Snellen Screening.
- (c) Attest that Contractor is currently registered with the State Department of Education and County School's office, and that qualified personnel shall give vision services.
- (d) Utilize the adequate equipment necessary to conduct adequate screening: Good-Lite Snellen test charts.
- (e) Submit the results of all screenings at the end of the testing period. Individual student screening results, plus an overall statistical report, will be included.
- (f) Submit detailed billing to the School District's business office. This billing may be submitted as progress billing for work already completed at any time during the contract and at regular intervals.

SECTION III: (optional)**COLOR VISION SCREENING**

CHECK ONE: Bio-Acoustical Corporation, herein known as Contractor shall:

<input type="checkbox"/>	<input type="checkbox"/>
YES	NO

- (a) Perform the following service: Color vision screening of pupils designated by the School District. Such service shall be performed in accordance with and subject to, all applicable requirements for the Education Code, Health and Safety Code, the reasonable regulations adopted by the School District, and all other applications of law.
- (b) Conduct color vision screening using Ishihara or Pseudo-isocromatic color plates, and shall be conducted in the one grade level designated by the School District, on male students, as well as any referrals.
- (c) Submit the results of all screenings at the end of the testing period. Individual student screening results, plus an overall statistical report, will be included.
- (d) Submit detailed billing to the School District's business office. This billing may be submitted as progress billing for work already completed at any time during the contract and at regular intervals.

SECTION IV:

PRICING

The School District shall pay Contractor per the following rates, dependent on the number of staff utilized and students screened.

PER DAY RATE: \$1100 when two vision screeners utilized (up to roughly 400 tests)
 \$1400 when three vision screeners are utilized

Rate includes vision and hearing screening on grades K, 2, 5, and 8 as well as any referrals, SDC, RSP students, color vision on 2nd grade boys, data services including pre-printing of forms, Aeries compatible data for importing into district database, and reporting services including one master report for the district and one individual school report for each school.

INITIAL SCREENING DAYS ALLOTTED

District is allotted **forty-six (46)** days of initial screenings.

SECTION V:

CONDITIONS

- (a) It is expressly understood and agreed upon by both parties hereto, that the Contractor, while engaged in carrying out and complying with any and all of the terms of this contract, is an independent contractor and is not an officer, agent, or employee of the aforesaid School District.
- (b) The reports submitted by the Contractor to the School District shall only contain the results of the tests conducted, and shall not include any suggestions or diagnoses. Contractor shall have no responsibility or obligation with respect to the existence of any impaired hearing or vision of any student, and results will not be released except to authorized personnel of the School District, and shall be maintained always as confidential and secret by Contractor.
- (c) The School District shall be solely responsible for the conduct and supervision of the students during the testing and related on-site activities conducted by the Contractor. The School District shall provide adequate personnel to control and supervise students at all times during the course of testing being conducted at any/all of the schools of the School District. The School District shall also be responsible for getting students from classes to the testing area, making them available for testing in a reasonable and timely fashion, and returning them to their classes at each of the school sites.
- (d) The School District shall designate a Health Supervisor as its authorized agent to coordinate the implementation of this contract with Contractor, as specified in Sections 44879 inclusive, and Section 49422 of the California Education Code.
- (e) The School District shall provide a safe place to park and store the mobile testing vehicle of the Contractor during the testing schedule when said vehicle is being utilized within the District. The School District bus yard or other suitable location shall be made available after each test day, on holidays and weekends.
- (f) Contractor agrees to, and does hereby indemnify and hold harmless, the School District, its officers, agents, and employees from every claim or demand made and every liability, loss, damage, or expense of any nature whatsoever, which may be incurred by reason of any injury to or death of persons or damage to property, sustained by any person arising out of or in any way connected with the actions of Contractor in conducting the hearing and/or vision tests under this contract, except for liability for damages which result from the sole negligence or willful misconduct of the School District, its officers, employees or agents who are directly employed by the School District.
- (g) In the event of cancellation of this contract, after execution and scheduling of the actual testing, the School District shall give Contractor proper consideration at the rate of 10% of the total revenues expected from the contract for that school year. A ninety- (90) day written cancellation is required to make an executed contract null and void. If rescheduling is necessary due to either party, a minimum of one-day notice is requested. Schools rescheduled must be completed by the date indicated in Section (j). In the event a scheduled screening day is canceled or postponed by the School District or an agent thereof, after the start of that day, the School District will reimburse Contractor for expenses incurred that day, limited to cost of actual mileage reimbursements and salaries paid to employees of Contractor who were scheduled to work and arrived at School District site in good faith.

SECTION V: (continued)

- (h) Upon acceptance of this contract, the School District shall issue an applicable **Purchase Order** to cover services provided by this contract. **Purchase orders must be received with the signed contracts, or no later than three weeks prior to date testing schedule commences**, indicating approximate numbers of students to be tested, and price ranges for test to be administered. Terms of payment will be net 15 days (1 ½% interest will be charged to all invoices not paid after thirty (30) days). Purchase orders may include "NOT TO EXCEED" LIMITATIONS, but must take any prior year's billing total plus any enrollment increases, or current enrollment figures multiplied by the applicable hearing and/or vision charges into consideration.
- (i) School District is responsible for: 1) Reporting failures and/or and School District recommendations to parents of students, and reporting to any applicable State Agencies any/all total district figures, as well as filing any annual mandated screening compliance reports to applicable agencies, and 2) Filing "intent to contract" with applicable Agencies of County and State.
- (j) Completion date: All screening services under this contract will be completed on or before _____.

SECTION VI:

ACCEPTANCE

IN WITNESS WHEREOF, the parties signing below have executed this Contract as of the date transcribed here below.

Bio-Acoustical Corporation

Date: _____

School District

Authorized Agent's Signature

Date: _____

Purchase Order Number (PO must be on file prior to testing)

Term of this contract is for _____ year (s).



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 6/12/12, 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").

BIO-ACOUSTICAL CORPORATION

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 "Contracting 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 \$56,000 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of 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.

[X] General Conditions [X] Special Conditions [X] Required Documents and Certifications [X] Purchase Orders(s)

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

DISTRICT

By: [Signature]
 Name: Terry Fluent
 Title: Director, Purchasing
 Board Approval Date: 6/14/12

CONTRACTOR

Signature: [Signature]
 Name: MARK R. DOYLE
 Title: PRESIDENT
 Address: 1033 E. 17th St. #103
SANTA ANA, CA 92705
 Email Address: mark@bio-acoustical-ca
 FEIN/SSN: 95-2641809

Exhibit A

SCOPE/PRICING

SECTION I: HEARING SCREENING

Bio-Acoustical Corporation, herein known as Contractor shall:

- (a) Perform the following service: Hearing screening on designated students at designated districts school sites. Such services shall be performed in accordance with, and subject to, all applicable requirements for the Education Code, Health and Safety Code, the reasonable regulations adopted by the School District, and all other applications of law.
- (b) Perform the hearing screenings in accordance with procedures prescribed in Section 2951, California Public Health Administrative Code, Title 17. The following screening(s) will be administered: Initial Screenings with First Thresholds
- (c) Permit only properly licensed and certified personnel to conduct such screening of pupils. Such personnel shall meet the requirements and standards of the State Board of Public Health, Section 1685 and Section 1686 of the Health and Safety Code of California and shall be registered in the State Department of Education and the County Schools office.
- (d) Utilize the adequate equipment and audiometers necessary to conduct adequate screening and testing. Audiometers used shall be calibrated to the ANSI 1989 Standards.
- (e) Submit the results of all screenings at the end of the testing period. Individual student screening results, plus an overall statistical report, will be included.
- (f) Submit detailed billing to the School District's business office. This billing may be submitted as progress billing for work already completed at any time during the contract and at regular intervals.
- (g) Perform group screening on all initial screening at all grade levels except Kindergarten, which is done one-on-one.

SECTION II: VISION SCREENING

- (a) Perform the following service: Vision screening of pupils designated by the School District. Such Service shall be performed in accordance with, and subject to, all applicable requirements for the Education Code, Health and Safety Code, the reasonable regulations adopted by the School District, and all other applications of law.
- (b) Conduct vision screening by use of procedures known as Snellen Screening and LEA Vision Test System for Kindergarten level and for children who do not know how to read.
- (c) Attest that Contractor is currently registered with the State Department of Education and County School's office, and that qualified personnel shall give vision services.
- (d) Utilize the adequate equipment necessary to conduct adequate screening: Good-Lite Snellen test charts.

- (e) Submit the results of all screenings at the end of the testing period. Individual student screening results, plus an overall statistical report, will be included.
- (f) Submit detailed billing to the School District's business office. This billing may be submitted as progress billing for work already completed at any time during the contract and at regular intervals.

SECTION III: COLOR VISION SCREENING

- (a) Perform the following service: Color vision screening of pupils designated by the School District. Such service shall be performed in accordance with and subject to, all applicable requirements for the Education Code, Health and Safety Code, the reasonable regulations adopted by the School District, and all other applications of law.
- (b) Conduct color vision screening using Ishihara or Pseudo-isocromatic color plates, and shall be conducted in the one grade level designated by the School District, on male students, as well as any referrals.
- (c) Submit the results of all screenings at the end of the testing period. Individual student screening results, plus an overall statistical report, will be included.
- (d) Submit detailed billing to the School District's business office. This billing may be submitted as progress billing for work already completed at any time during the contract and at regular intervals.

SECTION IV: PRICING

The School District shall pay Contractor per the following rates, dependent on the number of staff utilized and students screened.

PER DAY RATE: \$1100 when two vision screeners utilized (up to roughly 400 tests)
 \$1400 when three vision screeners are utilized

Rates include vision and hearing screening on grades K, 2, 5, and 8 as well as any referrals, SDC, RSP students, color vision on 2nd grade boys, data services including pre-printing of forms, Aeries compatible data for importing into District database, and reporting services including one master report for the District and one individual school report for each school. Data and forms included.

Rate not to exceed \$56,000 total for 2012-2013 services.

Initial screening days allotted: District is allotted forty six (46) days of initial screenings.

SPECIAL CONDITIONS

ICA1213040

1. The reports submitted by the Contractor to the District shall only contain the results of the tests conducted, and shall not include any suggestions or diagnoses. Contractor shall have no responsibility or obligation with respect to the existence of any impaired hearing or vision of any student, and results will not be released except to authorized personnel of the School District, and shall be maintained always as confidential and secret by Contractor.
2. The District shall be solely responsible for the conduct and supervision of the students during the testing and related on-site activities conducted by the Contractor. The District shall provide adequate personnel to control and supervise students at all times during the course of testing being conducted at any/all of the schools of the District. The District shall also be responsible for getting students from classes to the testing area, making them available for testing in a reasonable and timely fashion, and returning them to their classes at each of the school sites.
3. The District shall designate a Health Supervisor as its authorized agent to coordinate the implementation of this contract with Contractor, as specified in Sections 44879 inclusive, and Section 49422 of the California Education Code.
4. The District shall provide a safe place to park and store the mobile testing vehicle of the Contractor during the testing schedule when said vehicle is being utilized within the District. The District bus yard or other suitable location shall be made available after each test day, on holidays and weekends.
5. Contractor agrees to start screenings promptly when school starts. The District will provide school site start times.
6. The District is responsible for: 1) Reporting failures and/or and District recommendations to parents of students, and reporting to any applicable State Agencies any/all total District figures, as well as filing any annual mandated screening compliance reports to applicable agencies, and 2) Filing "intent to contract" with applicable Agencies of County and State.
7. Completion date: All screening services for 2012/2013 under this contract will be completed on or before February 2013.

EXTENSION OF AGREEMENT NO. 1 PSA 1213022

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF
THE UNIVERSITY OF CALIFORNIA, SAN DIEGO, SCHOOL OF MEDICINE,
DEPARTMENT OF PEDIATRICS**

Professional Services Agreement No. PSA 1213022 called for an original contract period of July 1, 2012, through June 30, 2013. The agreement with The Regents of the University of California, on behalf of the University of California, San Diego, School of Medicine, Department of Pediatrics shall be extended an additional 12 months, for the period July 1, 2013, through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$6,000.

Except as set forth in this Extension Agreement, and Board approved on June 27, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

**The Regents of the University of
California, on behalf of the University of
California, San Diego, School of
Medicine, Department of Pediatrics**

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

EXHIBIT A
FEE SCHEDULE

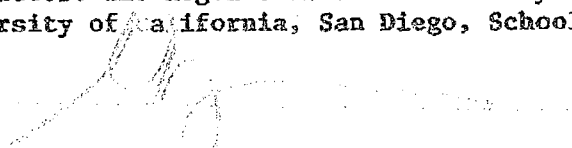
University of California, San Diego, School of Medicine
Department of Pediatrics, Health Sciences
Health Sciences Business Contracting
9500 Gilman Drive #602
LaJolla, CA 92093-0602
(858) 534-2041
(858) 822-6691
Email: vpalladino@ucsd.edu

Contractor shall appoint Howard Taras, M.D. to provide consulting services to District. If Dr. Taras becomes unavailable to provide such services, Contractor shall appoint a replacement subject to approval by the District.

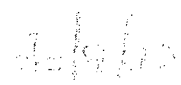
Consulting Services for Dr. Howard Taras
\$240.00 per hour

Contractor: The Regents of the University of California on behalf of the University of California, San Diego, School of Medicine, Department of Pediatrics

Signature



Date



Typed or Printed Name

Gene Hasegawa

Associate Dean, UCSD Health Sciences



CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
TELEPHONE: (949) 234-9441/FAX: 493-4083 www.capousd.org

BOARD OF TRUSTEES

JOHN M. ALPAY
PRESIDENT

LYNN HATTON
VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, Ed.D.

April 22, 2013

Sent via e-mail vpalladino@ucsd.edu

The Regents of the University of California, On Behalf of the University of California,
San Diego, School of Medicine, Department of Pediatrics
9500 Gilman Dr. #602
LaJolla, CA 92093-0602
Attention: Gene Hasegawa

Subject: Extension of Contract No. PSA 1213022

Dear Mr./Ms. Hasegawa:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

Please electronically return the fee schedule to me at dmantifae@capousd.org by Tuesday, April 30, 2013.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9444.

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

Antifae, Donna M.

From: Samit, Robin <rsamit@ucsd.edu>
Sent: Wednesday, May 08, 2013 1:29 PM
To: Antifae, Donna M.
Cc: 'Taras, Howard'
Subject: RE: 2013-2014 Extension Letter Requesting Fee Schedule

Dear Ms. Antifae,

Thank you for contacting me with the renewal request and the fee reduction request. UC is also subject to funding constraints as a public university. In this case, the fees for Dr. Taras' services are consistent for all of school districts. UCSD provides such clinical services at the fair market value and cannot have different rates for each public school district it service. Part of the UC mission to provide public service, hence the rates have remained unchanged for many years with no cost of living increases or despite increased faculty salary and benefit rate along with higher UC overhead. UC cannot comply with the fee reduction request.

Perhaps the solution is to reduce use of Dr. Taras time by 10% instead. In addition, your district had not used any UCSD services since June 2011. Please advise if you still wish to renew this agreement and on what terms.

Thanks, Robin

Robin Samit, Esq.
Dir. Business Contracting
UC San Diego Health Sciences
direct: 858.822.3474

From: Antifae, Donna M. [<mailto:DMANTIFAE@capousd.org>]
Sent: Tuesday, May 07, 2013 3:43 PM
To: Samit, Robin
Cc: Jacqueline Gaw
Subject: FW: 2013-2014 Extension Letter Requesting Fee Schedule

Please see the request below.

*Donna Antifae
Buyer/Planner
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
949-234-9444 phone
949-493-4083 fax
dmantifae@capousd.org*

From: Antifae, Donna M.
Sent: Tuesday, May 07, 2013 3:05 PM
To: Palladino, Vicki (vpalladino@mail.ucsd.edu)

EXHIBIT A
FEE SCHEDULE

University of California, San Diego, School of Medicine
Department of Pediatrics, Health Sciences
Health Sciences Business Contracting
9500 Gilman Drive #602
LaJolla, CA 92093-0602
(858) 534-2041
(858) 822-6691
Email: vpalladino@ucsd.edu

Contractor shall appoint Howard Teras, M.D. to provide consulting services to District. If Dr. Teras becomes unavailable to provide such services, Contractor shall appoint a replacement subject to approval by the District.

Consulting Services for Dr. Howard Teras
\$240.00 per hour

Contractor: The Regents of the University of California on behalf of the University of California, San Diego, School of Medicine, Department of Pediatrics

Signature

Date

Typed or Printed Name

Gene Hasegawa

Associate Dean, UCSD Health Sciences



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of 6/28/12, 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").

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF THE UNIVERSITY OF CALIFORNIA, SAN DIEGO, SCHOOL OF MEDICINE, DEPARTMENT OF PEDIATRICS

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 \$15,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of 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: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 6/11/12

CONSULTANT

Signature: Gene Hasegawa

Name: Gene Hasegawa

Title: Associate Dan, UCSD Health Sciences

Address: _____

Email Address: _____

FEIN/SSN 95-6006144

GENERAL CONDITIONS

1. Compensation and Term

During the course of performing under this Agreement, the term of which is also stated on Exhibit "A", Consultant shall submit to the District monthly invoices for work and/or services performed during the preceding month. The invoices shall contain all necessary information to support and back up the request for payment. Upon receipt of a properly submitted and supported payment request, the District shall pay the Consultant within thirty (30) days thereof. Within thirty (30) days of completion of all the Consulting Services provided for hereunder, Consultant shall submit to the District a request for final payment together with all necessary information to support and back up the request for payment. Upon receipt of a properly submitted and supported final payment request, the District shall make final payment to the Consultant within thirty (30) days thereof. All of the foregoing is subject to the right of the District to review and/or audit all requests for payment, including the books and records of the Consultant in connection therewith.

2. Independent Contractor

- A. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's employees or assigned personnel shall be entitled to any benefits payable to employees of the District. The District is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant will be issued a Form 1099 for its services hereunder. As an independent contractor, Consultant hereby agrees to defend, indemnify, and hold the District harmless from claims by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, asserting that an employer-employee relationship or a substitute therefore exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement. (As used herein the term "services" shall include both services and additional services as such terms are defined elsewhere in this Agreement, including attachments.)
- B. It is further understood and agreed by the Parties hereto that Consultant, in the performance of its obligations hereunder, is subject to the control and direction of the District as to the designation of tasks to be performed and the results to be accomplished by the Consulting Services agreed to be rendered and performed under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use the District facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the District does not require that Consultant use the District facilities, equipment or support services or work in the District locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's employees, assigned personnel and subcontractors.

D. Nothing in this Agreement shall be construed as to create an exclusive relationship between the District and Consultant.

Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit provided that there is no conflict with the performance of services hereunder.

3. Licenses, Permits, Etc.

Consultant represents and warrants to the District that Consultant has all licenses, permits, qualifications, and approvals of whatsoever nature legally required for Consultant to practice its profession or provide all Consulting Services under the Agreement. Consultant represents and warrants to the District that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession or provide such services under this Agreement.

4. Time

Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's Services obligations under this Agreement. Neither Party shall be considered in default of this Agreement, nor be entitled to additional compensation; to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

5. Consultant Not Agent

Except as the District may specify in writing, Consultant and Consultant's personnel shall have no authority, express or implied, to act on behalf of or bind the District in any capacity whatsoever as an agent. Consultant and Consultant's personnel shall have no authority, express or implied, to bind District to any obligations whatsoever.

6. Assignment Prohibited

No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

7. Consultant Information

- A. The District shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data, and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds or symbols, or any combination thereof.
- B. All proprietary and other information received from Consultant by the District, whether received in connection with Consultant's proposal to District in connection with any services or additional services performed by Consultant, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to the District, the District shall give notice to Consultant of any request for the disclosure of such information. The Consultant will then have five (5) days from the date it receives such notice to enter into an agreement with the District, satisfactory to legal counsel for the District, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by the District in any legal action to compel the disclosure of such information under the California Public Records Act. The Consultant shall have sole responsibility for defense of the actual "trade secret" designation of such information.

- C. The Parties understand and agree that any failure by Consultant to respond or timely respond to the notice provided by the District, and/or failure by Consultant to enter into or timely enter into an agreement with the District, in accordance with the provisions of subsection B. above, shall constitute a complete waiver by Consultant of any rights regarding the information designated "trade secret" by Consultant, and such information will be disclosed by District pursuant to applicable procedures required by the Public Records Act.

8. Standard of Performance

Consultant shall perform all Consulting Services required pursuant to this Agreement in the manner and according to the standards and requirements set forth in this Agreement. To the extent that this Agreement does not explicitly establish standards and/or requirements for performance of the Consulting Services, then Consultant shall perform all Consulting Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of Consultant's profession in California. All products of whatsoever nature which Consultant delivers to the District pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing in Consultant's profession. Consultant shall assign only competent personnel to perform Consulting Services pursuant to this Agreement. If the District, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform Consulting Services pursuant to this Agreement, Consultant shall remove such person(s) immediately upon receiving notice from the District of the desire of the District for the removal of such person(s).

9. Termination For Convenience

The District shall have the right to terminate this Agreement for convenience at any time and for any reason by giving thirty (30) days written notice of such termination to Consultant. In the event the District shall give such notice of termination, Consultant shall immediately cease rendering services pursuant to this Agreement.

- A. In the event the District shall terminate this Agreement for Convenience: Consultant shall promptly deliver to the District copies of all information prepared pursuant to this Agreement.
- B. The District shall pay Consultant: (1) the hourly rates set forth in Attachment "A" for all those hours worked up to the notice of termination; (2) the direct costs, if any, actually incurred and/or paid by Consultant for materials, supplies, equipment, apparatus, and the like, used in the direct performance of the Consulting Services of the Consultant under this Agreement; and (3) a ten percent (10%) markup on the direct costs as described in the preceding item number "(2)". The Parties agree that compensation payable to Consultant under a termination for convenience under this paragraph 9 is the exclusive remedy for any and all compensation and/or damages that Consultant may otherwise contend it is entitled to and the District shall not in any manner be liable for lost profits which might have been made by Consultant had the Agreement not been terminated or had Consultant completed the Consulting Services required by this Agreement. In this regard, Consultant shall furnish to the District such financial information as necessary in the judgment of the District before termination, and the decision of the District shall be final. The foregoing is cumulative and does not affect any right or remedy which the District may have in law or equity. All monies payable by the District under this paragraph are subject to the right of the District to audit all requests for payment, including the books and records of the Consultant in connection therewith.

10. Defense, Indemnity & Hold Harmless Obligations (SEE SPECIAL CONDITIONS)**A. Nature and Extent of Obligations**

Consultant shall defend, indemnify, and hold harmless the District (including its inspectors, project managers, trustees, board members, officers, agents, members, employees, affiliates, consultants, sub consultants, and representatives), and each of them, of and from any and all demands, claims, suits, proceedings, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever arising out of, or in connection with the performance of Consulting Services provided by Consultant under this Agreement, including, but not limited to:

1. Personal injury (including, but not limited to, bodily injury, emotional injury or distress, sickness or disease) or death to persons, including but not limited to, any employees or agent of District, Consultant, or any other person, or damage to property of anyone, including the work itself (including loss of use thereof), caused or alleged to be caused in whole or in part by any negligent act or omission of Consultant, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable;
2. Penalties threatened, sought, or imposed in account of the violation of any law, order, citation, rule, regulation, standard, ordinance, or statute caused by the action or inaction of Consultant;
3. Alleged infringement of any patent right which may be brought arising out of Consultant's design;
4. Consultant's failure to fulfill any of the provisions set forth in this Agreement;
5. Failure of Consultant to comply with the provisions of this Agreement relating to insurance; and
6. Any violation or infraction by Consultant of any law, order, citation, rule, regulation, standard, ordinance, or statute in any way relating to the occupational health or safety of employees.

B. No Limitation Because of Insurance

The defense, indemnity and hold harmless obligations set forth in paragraph 10 and elsewhere in this Agreement shall not be limited, impaired or diminished in any way, by the insurance requirements set forth in this Agreement.

C. Broadest Indemnity Possible

With respect to the provisions of this paragraph 10, and in general, the Consultant shall indemnify, hold harmless, and defend District (including its inspectors, project managers, trustees, board members, officers, agents, members, employees, affiliates, consultants, sub consultants, and representatives), and each of them, from any and all liability, loss, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death, and property damage) incurred by District, Consultant, or any other person, and from any and all demands, and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of any negligent act or omission, recklessness, or willful misconduct on the part of Consultant, its officers, agents, employees, subcontractors, sub consultants, or any other person or entity for whom Consultant is responsible, in connection with the performance of the Agreement. Consultant's obligations under the preceding sentence shall apply regardless of whether District or any of its officers, officials, employees, or agents are passively negligent, but shall not apply to any loss, liability, fines, forfeitures, costs or damages caused by the active negligence or by the willful misconduct of District.

~~**D. Defense, Indemnity, Hold Harmless and Professional Liability**~~

~~With respect to the provisions of paragraph 10.A. and specifically regarding professional liability, Consultant shall indemnify, hold harmless, and defend District (including its inspectors, project managers, trustees, board members, officers, agents, members, employees, affiliates, consultants, sub-consultants, and representatives), and each of them, of and from any and all demands, claims, suits, proceedings, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever arising out of, or in connection with the performance of Consulting Services provided by Consultant under this Agreement arising or alleged to have arisen out of or in connection with the professional negligence, errors and omissions of the Consultant in the performance of the Agreement.~~

~~**E. Limitation**~~

~~Notwithstanding paragraphs 10.B. and 10.C., Consultant's indemnification of District shall not include indemnification for claims which arise as the result of the active negligence of District, or the sole negligence or willful misconduct of District, its agents, servants, or any independent contractors who are directly responsible to District, or for defects in design furnished by such persons, other than Consultant and its agents, consultants, and sub-consultants, or unless such claims arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant. Consultant's indemnification, hold harmless, and defense obligations toward the District shall be for all claims that arise out of, pertain to, or relate to the negligence, recklessness, willful misconduct, or breaches of this Agreement by Consultant, its officers, agents, employees, subcontractors, sub-consultants, or any other person or entity for whom Consultant is responsible in connection with the performance of this Agreement. It is the intent of this Agreement to provide the broadest enforceable defense, indemnity and hold harmless obligations of Consultant under California law. If any provision of this Agreement exceeds the restrictions of California law, that portion of this Agreement that exceeds the limits of the law shall be null and void and the remaining obligations shall remain fully enforceable.~~

11. Equal Employment Opportunity

During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest, agrees as follows:

A. Compliance With Regulations

To the extent applicable to the Consulting Services provided under this Agreement, Consultant shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

B. Nondiscrimination

Consultant, with regard to the work performed by it after award and before completion of the Consulting Services provided pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

C. Solicitations for Subcontractors, Including Procurements of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by Consultant for work to be performed under any subcontract, including all procurements of materials or equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

D. Information and Reports

Consultant shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the District to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the District, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance

In the event of noncompliance by Consultant with the nondiscrimination provisions of this Agreement, the District shall impose such sanctions as it may determine to be appropriate including, but not limited to:

- (1) Withholding of payments to Consultant under this Agreement until
Consultant complies; and/or
- (2) Termination of this Agreement, in whole or in part.

F. Incorporation of Provisions

Consultant shall include the provisions of Paragraphs 11.A. through 11.E. in every subcontract, including procurements of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as the District may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Consultant must immediately notify the District of such litigation, threatened or otherwise, and may request that the District enter such litigation to protect the interests of District.

G. Consultant's Liability

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Consultant of liability in excess of such coverage, nor shall it preclude the District from taking such other actions as are available to it under any other provision of this Agreement or the law.

12. Insurance Requirements (SEE SPECIAL CONDITIONS)

~~During the entire term of this Agreement, and for a minimum of a full three (3) years from the final completion of the Consulting Services under this Agreement, Consultant shall, at its own expense, maintain, and shall require all subcontractors to maintain insurance as set forth below:~~

~~A. Minimum Scope of Insurance~~

~~Coverage shall be at least as broad as:~~

- ~~1) Insurance Services Office Form No. CG-0001 (Commercial General Liability);~~
- ~~2) Insurance Services Office Form No. CA-0001 (Ed. 1/87) (Automobile Liability, Code 1 "any auto");~~

- 3) ~~Workers' Compensation as required by the Labor Code of the State of California and Employer's Liability Insurance;~~
- 4) ~~Professional Liability (Errors and Omissions) Insurance, including Sexual Molestation and Abuse coverage against loss due to error, omission or malpractice, unless waived in writing by the District.~~

B. ~~Minimum Limits of Insurance~~

~~Consultant shall maintain limits no less than:~~

- 1) ~~Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage;~~
- 2) ~~Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage;~~
- 3) ~~Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident;~~
- 4) ~~Professional Liability (Errors and Omissions): \$1,000,000 combined single limit per claim and \$2,000,000 aggregate;~~

C. ~~Claims Made Forms~~

~~If the above insurance is written on a claims made form, it shall continue for a full three years, at a minimum, following the final completion of the Consulting Services under this Agreement. Such insurance shall have a retroactive date of placement before or coinciding with the effective date of this Agreement.~~

D. ~~Deductibles and Self-Insured Retentions~~

~~Any deductibles or self-insured retentions must be declared to and approved by the District.~~

E. ~~Other Insurance Provisions~~

~~The policies are to contain, or be endorsed to contain the following provisions:~~

1) ~~General Liability and Automobile Liability Coverages:~~

- a) ~~Consultant's insurance coverage shall be primary insurance with respect to the District, its officers, board members, officials, employees, agents or volunteers. Any insurance or self insurance maintained by District, its officers, board members, officials, employees or volunteers shall be in excess of Consultant's insurance and shall not contribute with it;~~
- b) ~~The District, its officers, board members, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of activities performed by or on behalf of Consultant, and premises owned, leased or used by Consultant. The coverage shall contain no special limitations on the scope of the protection afforded to the District, its officers, board members, officials, employees, agents or volunteers;~~
- c) ~~Failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officers, board members, officials, employees, agents and volunteers;~~
- d) ~~Coverage shall state that Consultant's insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability;~~

2) ~~All Coverages:~~

~~Each insurance policy required by this Agreement shall be endorsed to state that coverage's shall not be canceled except after thirty (30) days prior written notice has been given to the District. In addition, Consultant agrees that it shall not~~

~~reduce its coverage or limits on any such policy except after thirty (30) days prior written notice has been given to the District and the District approves the reduction in coverage or limits. Consultant further agrees that it shall not increase any deductibles or self-insured retentions on any such policy except after thirty (30) days prior written notice has been given to the District and the District approves such increase. Insurance is to be placed with insurers with a Best's rating of no less than A: VII. This requirement may, however, be waived in individual cases for Errors and Omissions Coverages only, provided however, that in no event will a carrier with a rating of B: IX or lower be acceptable.~~

F. Self-Insured Entities

~~The District may, at its discretion, accept self insurance as being in compliance with this section. In such case, Consultant agrees that it will defend and indemnify the District, including its officers, board members, officials, employees, agents, and volunteers, to the same extent as it would Consultant or any other self-insured person or entity, and that it will treat the District, including its officers, board members, officials, employees, agents, and volunteers, in all respects as if it were covered to the same extent as Consultant or any other self-insured person or entity. Self insurance shall be subject to all requirements contained in this section. Alternatively, self-insured entities may purchase insurance covering the District for all work performed and/or services rendered under this Agreement, provided such insurance complies with all the requirements of this section.~~

G. Evidence of Insurance

~~Before starting to provide any Consulting Services under this Agreement, Consultant shall provide the District with certificates of insurance and/or executed endorsements, as the District may require, evidencing compliance with this section. On request, Consultant shall furnish copies of any and/or all of the required insurance policies.~~

13. Access to Work Product

Duly authorized representatives of the District shall have right of access to Consultant's technical plans, files, and records, relating to the project, and may review the work at appropriate stages during performance of, and/or after the completion of, the Consulting Services.

14. Compliance with Laws

Consultant shall comply with all federal, state and local laws and ordinances as may be applicable to the performance of the Consulting Services under this Agreement. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

15. Integration

Along with Exhibit "A" which is incorporated herein, this is an integrated Agreement, and contains all of the terms, considerations, understanding, and promises of the Parties. The Parties have each been represented by legal counsel regarding the negotiation and execution of this Agreement and it shall be read as a whole, integrated agreement.

16. Conflict

In the event of any alleged, implied, or actual conflict between the express or implied provisions of this Agreement and the provisions of Exhibit "A", or any other document included herein, the provisions of this Agreement shall govern.

17. Notices

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 services 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. At the date of this Agreement, the addresses of the parties are stated in the agreement. Each Party shall promptly notify the other Party of any changes to its address, telephone number, or any other contact information.

18. Survival

Unless otherwise specifically provided, the covenants of this Agreement shall survive completion and acceptance of the Project by District and shall continue until fulfilled.

19. Captions, Index

The captions and the index of this Agreement shall have no effect on its interpretation.

20. Singular and Plural

Where required by the context of this Agreement, the singular shall include the plural and vice-versa.

21. Severability

The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

22. Work Days

All reference to days in this Agreement refers to calendar days excluding Saturdays, Sundays and holidays.

23. Independent Contractor

Consultant is an independent contractor and is not a joint venture, partner, agent or employee of District.

24. No Use of Mark or Name

Consultant shall not use any name, trademark or service mark of DISTRICT without first having received District's written consent to such use.

25. Amendments, Etc.

None of the terms, conditions, and provisions, of this Agreement may be amended, changed, modified, waived, canceled, or altered, in any way, orally or otherwise, except: (1) in writing; (2) signed by the parties hereto; (3) specifying such amendment, change, modification, waiver, cancellation, or alteration; and most importantly, (4) approved by the District's Governing Board by way of a formal Resolution. A waiver of any breach of this Agreement shall not be deemed a waiver of any preceding or subsequent breach, whether similar or dissimilar. The failure of the District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

26. Entire Agreement

This Agreement, together with the Exhibits hereto, and any later modifications as set forth in paragraph 25, is intended to be a fully integrated agreement and contains all the agreements of the parties hereto. It supersedes all other written or oral agreements. The parties acknowledge that at all times in the negotiation and execution of this Agreement that they have each been represented by their own independently selected legal counsel.

27. Attorney's Fees

In any action brought by either party to enforce the terms of this Agreement, the parties shall bear their own attorney's fees and costs.

28. Consultant's Employees

Consultant shall at all times enforce appropriate discipline and good order among its employees and shall not employ or work any unfit person or anyone not skilled in providing the services required under this Agreement. It shall be the responsibility of Consultant to ensure compliance with this section. Any person in the employ of Consultant whom the District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this Agreement and shall not again provide services except with the District's written consent. Consultant shall ensure that persons who perform services on District's property, including without limitation college campuses, have not been convicted of any felony, have not been convicted of any controlled substance offense, and have not been convicted of any sex offense, as those terms are defined by Education Code sections 87008-87010, inclusive.

29. Mandatory Claims Process

If the District or the Consultant has a claim regarding this Agreement, this Mandatory Claims Process is the exclusive method for determining and resolving such claims.

A. Initial Review and Evaluation of a Claim

Within ten (10) business days of a party to the Agreement suffering a loss, that party shall advise the other party of the loss in writing by sending written notice to the signatory on this Agreement for the other party. Within ten (10) business days of from the date of receipt of such written notice, the signatories to this Agreement shall meet and discuss and resolve the claim. A resolution reached at the Initial Review and Evaluation Meeting shall be reduced to writing and become an amendment to this Agreement upon approval by the District's Governing Board.

B. Expedited Mediation

If the Initial Review and Evaluation Meeting does not resolve the claim, then within five (5) business days following the Initial Review and Evaluation Meeting the proponent of the claim shall send a list of four recognized mediators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select a mediator from the list and notify the proponent of the claim of the selection of a mediator; or (2) if none of the proposed mediators are acceptable, then that party shall send an alternative list of four recognized mediators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select a mediator; or (2) if none of the mediators listed are acceptable, then notify the other party of that fact. If the foregoing process does not result in the selection of a mediator, then the mediation requirement of this paragraph shall not be required and the parties will proceed to the process set forth in paragraph 29 C.

C. Expedited Arbitration

Within five (5) business days following an unsuccessful mediation or no mediation occurring, the proponent of the claim shall send a list of four recognized arbitrators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select an arbitrator from the list and notify the proponent of the claim of the selection of an arbitrator; or (2) if none of the proposed arbitrators are acceptable, then that party shall send an alternative list of four recognized arbitrators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select an arbitrator; or (2) if none of the arbitrators listed are acceptable, then notify the other party of that fact. The arbitrators shall be from either JAMS, ADR Services, or the American Arbitration Association. If the foregoing process does not result in the selection of an arbitrator, then the proponent of the claim shall notify one of the foregoing three alternative dispute resolution services and that service shall select an arbitrator. The arbitration shall take

place and be concluded within forty five (45) days of the selection of an arbitrator and shall not take more than two (2) full day sessions with the time of the arbitration being divided equally between the parties. The arbitrator's decision must be based on admissible facts. "Admissible Facts" are defined as facts that would be admissible in court under the California Rules of Evidence. The arbitrator's decision must also be based upon applicable law. The arbitrator does not have the power or discretion to fashion any remedy on the contract that he or she sees fit. Rather, the arbitrator's decision must be based on admissible facts and applicable law and in accord with the terms, condition and provisions of the contract. The arbitrator shall issue a written Statement of Decision applying the admissible facts to applicable law under the contract in reaching his/her determination. The arbitrator's decision shall be final and binding and can be introduced into court for the purpose of obtaining a judgment thereon provided the arbitrator has complied with the provisions of this paragraph. Should the arbitrator fail to do so, then an objecting party has the right to have the claim determined in court. The parties agree that the dispute resolutions of this Paragraph 29 are mandatory and the exclusive procedure to determine claims made regarding this Agreement that should a party fail to follow them that the claim is waived, released, and forever forfeited. Each party shall bear its own attorney's fees and costs.

30. No Limitations on Consultant Liability

Notwithstanding any express or implied language to the contrary in Exhibit "A" or any other document attached hereto and incorporated herein, there shall be no limits on the District's ability to recover damages from Consultant in the event of any claim, action, lawsuit, or other legal action by the District against Consultant, and any language purporting to impose limits on recovery of damages is null and void, and of no effect, including any language purporting to increase liability for damages in exchange for additional payment or compensation to Consultant.

31. Successors in Interest

This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto.

EXHIBIT A
FEE SCHEDULE

University of California, San Diego, School of Medicine
Department of Pediatrics, Health Sciences
Health Sciences Business Contracting
9500 Gilman Drive #602
LaJolla, CA 92093-0602
(858) 534-2041
(858)822-6691
Email: vpalladino@ucsd.edu

Contractor shall appoint Howard Taras, M.D. to provide consulting services to District. If Dr. Taras becomes unavailable to provide such services, Contractor shall appoint a replacement subject to approval by the District.

Consulting Services for Dr. Howard Taras
\$240.00 per hour

Contractor: The Regents of the University of California on behalf of the University of California, San Diego, School of Medicine, Department of Pediatrics

Signature _____

Date _____

Typed or Printed Name _____

Gene Hasegawa

Associate Dean, UCSD Health Sciences

SPECIAL CONDITIONS

Delete Section 10, Defense, Indemnity & Hold Harmless Obligations, and replace with paragraph below:

Hold Harmless: Both parties shall defend, indemnify, and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the negligent or intentional acts or omissions of such party, its directors, officers, employees, or agents, under this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of such party, its officers, employees, or agents.

Delete Section 12, Insurance Requirements, and replace with paragraph below:

Insurance: CONTRACTOR and DISTRICT will maintain liability insurance or self insurance sufficient to cover the indemnification obligations under this Agreement. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy. CONTRACTOR and DISTRICT will exchange certificates of insurance required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage.

Contractor: The Regents of the University of California on behalf of the University of California, San Diego, School of Medicine, Department of Pediatrics

By: _____

Gene Hasegawa

Associate Dean, UCSD Health Sciences

Date: _____

7/9/12

SPECIAL CONDITIONS

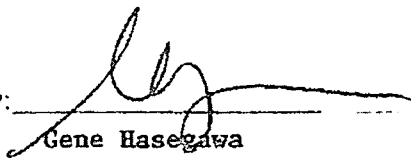
Scope of Practice and Release of Assessment Documentation

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 complete 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.

Contractor: The Regents of the University of California on behalf of the University of California, San Diego, School of Medicine, Department of Pediatrics

By: _____



Gene Hasegawa
Associate Dean, UCSD Health Sciences

Date: _____

7/9/12

EXTENSION OF AGREEMENT NO. 1 ICA 1213042

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

MEET THE MASTERS, INCORPORATED

Independent Contractor Agreement ICA 1213042 called for an original contract period of July 1, 2012, through June 30, 2013. The agreement with Meet the Masters, Incorporated shall be extended an additional 12 months, for the period July 1, 2013, through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$75,000.

Except as set forth in this Extension Agreement, and Board approved on June 27, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Meet the Masters, Incorporated

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

2013-2014 Price Sheet

Meet the Masters, Inc.

Pricing for CUSD

Base Price based on number of artist units per year:

Ranging from \$1200 - \$400 (7 units – 1 unit)

Pricing History: There has not been an increase in this base price for 10 years.

Includes: Cost of Doing Business

Insurance, Rent, Taxes, Training, Utilities

Per Classroom Teaching Rate: \$31 per class/assembly

Pricing History: Has increased less than 3% in last 6 years.

Art Supplies: Prices have fluctuated up and down depending on pricing from vendors.

Pricing History: This year prices decreased on many supplies by buying directly from Asia in large quantities and eliminating middle-man costs.

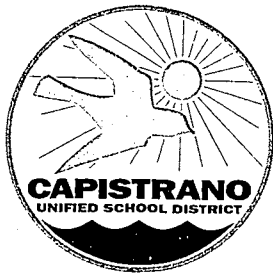
(Purchasing art supplies from MTM is not mandatory. Schools have the option of buying their own supplies)

Management Services-Helping schools implement program and assisting as needed throughout year.

\$25. Per Artist Unit-Unlimited Assistance

Pricing History: Unchanged for 5 Years

As these figures indicate, MTM has been very aware of the budget shortfalls of schools in CUSD, and has made a proven and ongoing effort to keep quality art education affordable with minimal or no cost increases.



CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
TELEPHONE: (949) 234-9441/FAX: 493-4083 www.capousd.org

BOARD OF TRUSTEES

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GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

April 18, 2013

Sent via e-mail carrie@meetthemasters.com

Meet the Masters, Inc.
15 Calle Mecedida
San Clemente, CA 92673
Attention: Bonnie Steele

Subject: Extension of Contract No. ICA 1213042

Dear Ms. Steele,

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.


Please electronically return the fee schedule to me at dmantifae@capousd.org by Tuesday, April 30, 2013.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9444.

Sincerely,


Donna Antifae
Buyer/Planner, Purchasing

2013-2014 Price Sheet

Meet the Masters, Inc.

Pricing for CUSD

Base Price based on number of artist units per year:

Ranging from \$1200 - \$400 (7 units – 1 unit)

Pricing History: There has not been an increase in this base price for 10 years.

Includes: Cost of Doing Business

Insurance, Rent, Taxes, Training, Utilities

Per Classroom Teaching Rate: \$31 per class/assembly

Pricing History: Has increased less than 3% in last 6 years.

Art Supplies: Prices have fluctuated up and down depending on pricing from vendors.

Pricing History: This year prices decreased on many supplies by buying directly from Asia in large quantities and eliminating middle-man costs.

(Purchasing art supplies from MTM is not mandatory. Schools have the option of buying their own supplies)

Management Services-Helping schools implement program and assisting as needed throughout year.

\$25. Per Artist Unit-Unlimited Assistance

Pricing History: Unchanged for 5 Years

As these figures indicate, MTM has been very aware of the budget shortfalls of schools in CUSD, and has made a proven and ongoing effort to keep quality art education affordable with minimal or no cost increases.



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 6/28/12, 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").

MEET THE MASTERS, 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 "Contracting 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 \$75,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of 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.

[X] General Conditions [] Special Conditions [X] Required Documents and Certification [X] Purchase Order(s)

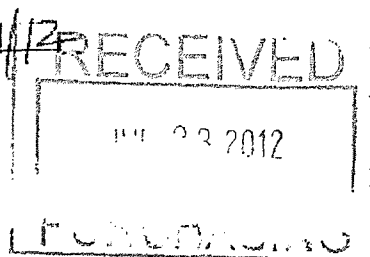
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

DISTRICT

By: Terry Fluett
 Name: Terry Fluett
 Title: Director, Purchasing
 Board Approval Date: 6/27/12

CONTRACTOR

Signature: Carrie Steele
 Name: Carrie Steele
 Title: Bookkeeper
 Address: 15 Calle Mercedes
San Clemente CA 92673
 Email Address: Carrie@meetthemasters.co
 FEIN/SSN: 33-0834702



Pricing / What's Included:

Most schools purchase complete Tracks (7 artists in each), but we also offer 'a la carte' artists:

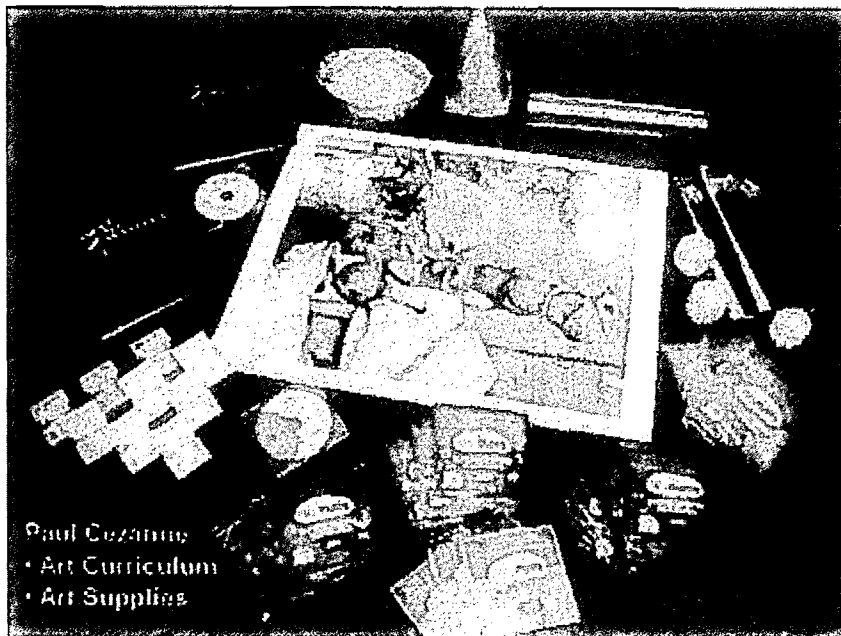
- ⇒ Curriculum for One Track (7 Artists in a Track): \$2,100
- ⇒ Curriculum for One Artist (a la carte): \$325

If you purchase a Track, it includes the following:

- ⇒ Implementation guide (step by step)
- ⇒ Artist lesson plan binders (7 artists)
- ⇒ Artist name/date cards
- ⇒ Vocabulary cards
- ⇒ Large laminated art prints (7)
- ⇒ Props for assemblies
- ⇒ PowerPoint slides presentation (7)
- ⇒ Color photo showing completed art activities
- ⇒ Student Awards
- ⇒ Duplicating Masters

Instructional DVDs: \$50 per artist

Specialized Art Supplies (one classroom kit contains 36 sets to create up to 750 projects per artist). Example: Track A Pricing: \$494 (van Gogh, Monet, Homer, Picasso, Cassatt, Mondrian and Escher)



More Information:

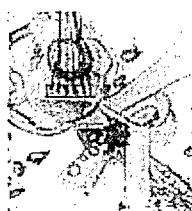
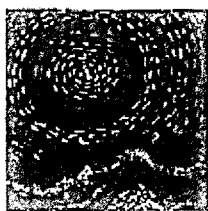
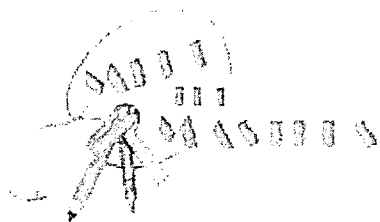
- Testimonials: <http://www.meetthemasters.com/testimonials/>
- Student Artwork Gallery: <http://www.meetthemasters.com/student-gallery/>
- 35 Artists and Art Projects: <http://www.meetthemasters.com/artists/>
- 5 Art Curriculum Tracks: <http://www.meetthemasters.com/how-it-works/track-schedule/>
- Vocabulary Learned: <http://www.meetthemasters.com/how-it-works/vocabulary-learned/>
- Implementation Guide TOC: <http://www.meetthemasters.com/implementation-guide/>
- VAPA Framework: <http://www.meetthemasters.com/how-it-works/visual-and-performing-arts-framework/>

We look forward to working with your students! For more information or to place an order, please contact:

Steve Johnson
Meet the Masters
steve@meetthemasters.com

619-537-0111 (phone)
619-330-1900 (fax)
www.meetthemasters.com
Award Winning K-8 Art Education





About Meet the Masters:

Meet the Masters has over 25 years of history of providing interactive, multi-media art education to elementary school students worldwide. As California's leading art program, MTM has introduced Monet, Picasso, Van Gogh and a total of 35 Master Artists to more than 2 million Kindergarten thru 8th grade (and sometimes 12th grade) students.

The program's popularity spread quickly, and today Meet the Masters has spread to every region of the U.S. and internationally.

Proven 3-Step Program with Scripted & Timed Lesson plans	Step By Step Curriculum (4 Age -appropriate levels)	Implementation Guide & Coordination Instructions
<ul style="list-style-type: none"> • Art history assemblies • Student technique packets • Hands-on art activity 	<ul style="list-style-type: none"> • Kindergarten • Beginning (Grades 1-2) • Intermediate (Grades 3-4) • Advanced (Grades 5+) 	<ul style="list-style-type: none"> • Art supply preparation • Volunteer instructions • Scheduling guidelines • Support and assistance

35 Master Artists:

We offer 5 tracks that cover 35 Masters that will engage young artists through the wonderful world of art history and hands-on learning. We have eight female artists and offer a very diverse and multi-cultural art curriculum. Each track includes an implementation guide with step-by-step instructions, PowerPoint slides, visual aids, art prints, game props and vocabulary words. Key content standards (VAPA) integrate with Meet the Masters.

5 MTM Tracks: 7 Artists Per Track (* Includes Kindergarten Lessons):

Track A	Track B	Track C	Track D	Track E
van Gogh*	Remington*	Miro	Chagall*	Rockwell*
Monet*	O'Keeffe*	Rembrandt*	Klee*	Warhol*
Homer*	Matisse*	Bonheur*	Seurat*	Rousseau*
Picasso*	Kahlo*	Gauguin*	Ringgold*	Hopper*
Cassatt,	Hokusai	Lawrence	Cezanne	Martinez
Mondrian	Degas	Calder	da Vinci	Klimt
Escher	Wood	Toulouse-Lautrec	Renoir	Michelangelo

How the Program Works:

Step 1: "Introducing the Masters" Assemblies

The Meet the Masters experience begins with a multi-media assembly using PowerPoint slides, artist voices, and music where the children learn about the fascinating lives and famous works of the Master Artists. Interactive questions and multi-media content will keep the students interest while walking through a virtual museum filled with interesting stories and facts. An art background is not necessary because all lesson plans are scripted, illustrated and timed. The art vocabulary, artist name/date cards, art elements, props and visuals are all included and organized – nothing to research or gather (20-45 minutes) Example: <http://www.meetthemasters.com/how-it-works/step1/>

Step 2: "Learning from the Masters" Technique Packets

Now that the children have a true connection to the artist, it is time to introduce the techniques which made the art revolutionary. Back in the classroom they will work on a mostly self-guided follow-up packet which will be the pencil-on-paper means for your student to learn from the Masters. The worksheets reinforce the material previously presented in Introducing the Masters, and further prepares them for success in Step 3 (Working with the Masters). (15-30 minutes) Example: <http://www.meetthemasters.com/how-it-works/step2/>

Step 3: "Working with the Masters" Art Projects

After learning the inspiration and techniques of each Master the children are ready for the real fun. Your classroom will transform into an art studio as the well-equipped teacher leads the students on a step-by-step journey through the art project. Often in the same medium, style or subject matter as the Master, the students will discover their creativity while developing confidence in their own unique abilities. Training DVDs can assist the teacher with step by step detailed instructions. (50-60 minutes) Example: <http://www.meetthemasters.com/how-it-works/step3/>

Testimonials:

The knowledge that the children are obtaining about different time periods and different styles of art is amazing. The program is super easy to follow and the cost of materials for the projects has been minimal, which is great for a school on a tight budget. I just wanted to say thank you for offering such a educational, user friendly, and economically sound program for our school.

Paciencia Polk / Imagine Schools Tempe, AZ

I have been teaching assemblies and some classroom lessons for 4 years at our school now. The children always say hello to me with a big smile on their faces where ever we meet. They are happy to see me because they LOVE our art program.

One spring, we had a special literacy and art evening at our school. The children displayed books they had written and illustrated during the year, and we had them select their favorite Meet the Masters art project from the 5 artists we had studied so far. We matted, labeled and hung over 900 pieces of artwork all over the walls of the gym. The effect was astounding and very emotional. The children were so proud of their work.

Lisa Fowler

**MTM Committee Chair / Willow Springs Elementary
Draper, UT**

My 10-year-old daughter surprised me when she recognized a Picasso. "This was his blue period", she said. "How did you know that", I asked. Her reply was, "I learned about Picasso at Meet The Masters". I'm thrilled our school supports this program!

Janet W.

Parent, Mission Viejo, CA

EXTENSION OF AGREEMENT NO. 1 ICA 1213098

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BRADLEY SCOTT FULTON

Independent Contractor Agreement No. ICA 1213098 called for an original contract period of July 1, 2012, through June 30, 2013. The agreement with Bradley Scott Fulton shall be extended an additional 12 months, for the period July 1, 2013, through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$3,000.

Except as set forth in this Extension Agreement, and Board approved on July 25, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Bradley Scott Fulton

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

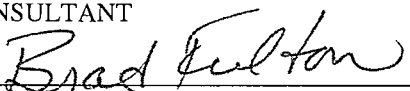
Date: _____

AGREEMENT FOR CONSULTANT SERVICES

This agreement is entered into this 7th day of May, 2013, by and between Brad Fulton, hereinafter referred to as "Consultant," and the San Juan Capistrano Unified School District, hereinafter referred to as "District."

- 1 Consultant agrees to provide on _____ an in-service/presentation for mathematics and one-time permission for exclusive duplication of Consultant's copyrighted materials for attendees of that in-service/presentation.
- 2 For preparation and consultation for this in-service/presentation and for creation and duplication rights of the materials, District agrees to pay Consultant a total fee of \$2,700 per day for the 2013/2014 school year. Payment shall be based on invoice submitted to District by Consultant and approved by District's representative or authorized delegate. Payment is due within 30 days of completion of the project. Payment is nonrefundable. In the event of a cancellation less than 30 days prior to the presentation, a 50% invoice will be submitted.
- 3 Consultant shall render all services provided herein as an independent contractor, and not as an employee or agent of District.
- 4 Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.
- 5 Consultant agrees to and shall hold harmless and indemnify the District, its officers, agents, and employees from every claim or demand made and every liability or loss, damage or expense which may be incurred except for liability for damages which result from the negligence or misconduct of the District, its officers, employees or agents.

CONSULTANT



(Signature)

Brad Fulton

PO Box 233

Millville, CA 96062

Telephone: (530) 547-4687

Fax: (530) 547-4317

E-mail: brad@tttpress.com

SSN: 557-13-6538

DISTRICT

(Signature)

(Printed name)

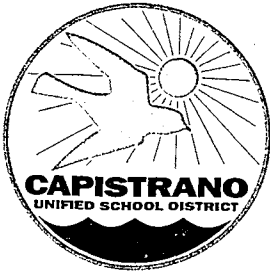
(Title)

(Address)

(City, State, Zip)

(Telephone)

(Fax)



CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
TELEPHONE: (949) 234-9441/FAX: 493-4083 www.capousd.org

BOARD OF TRUSTEES

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AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

April 22, 2013

Sent via e-mail brad@tttpress.com

Bradley Scott Fulton
PO Box 233
Millville, CA 96062

Subject: Extension of Contract No. ICA 1213098

Dear Mr. Fulton:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

Please electronically return the fee schedule to me at dmantifae@capousd.org by Tuesday, April 30, 2013.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9444.

Sincerely,

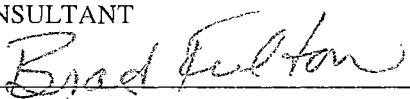
Donna Antifae
Buyer/Planner, Purchasing

AGREEMENT FOR CONSULTANT SERVICES

This agreement is entered into this 7th day of May, 2013, by and between Brad Fulton, hereinafter referred to as "Consultant," and the San Juan Capistrano Unified School District, hereinafter referred to as "District."

- 1 Consultant agrees to provide on _____ an in-service/presentation for mathematics and one-time permission for exclusive duplication of Consultant's copyrighted materials for attendees of that in-service/presentation.
- 2 For preparation and consultation for this in-service/presentation and for creation and duplication rights of the materials, District agrees to pay Consultant a total fee of \$2,700 per day for the 2013/2014 school year. Payment shall be based on invoice submitted to District by Consultant and approved by District's representative or authorized delegate. Payment is due within 30 days of completion of the project. Payment is nonrefundable. In the event of a cancellation less than 30 days prior to the presentation, a 50% invoice will be submitted.
- 3 Consultant shall render all services provided herein as an independent contractor, and not as an employee or agent of District.
- 4 Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.
- 5 Consultant agrees to and shall hold harmless and indemnify the District, its officers, agents, and employees from every claim or demand made and every liability or loss, damage or expense which may be incurred except for liability for damages which result from the negligence or misconduct of the District, its officers, employees or agents.

CONSULTANT



(Signature)

Brad Fulton
PO Box 233
Millville, CA 96062
Telephone: (530) 547-4687
Fax: (530) 547-4317
E-mail: brad@tttpress.com
SSN: 557-13-6538

DISTRICT

(Signature)

(Printed name)

(Title)

(Address)

(City, State, Zip)

(Telephone)

(Fax)

Antifae, Donna M.

From: bradsfulton@gmail.com on behalf of Brad Fulton <brad@tttpress.com>
Sent: Tuesday, May 07, 2013 3:29 PM
To: Antifae, Donna M.
Subject: Re: FW: 2013-2014 Extension Letter Requesting Fee Schedule
Attachments: AGREEMENT 130000 SAN JUAN CAPISTRANO.doc

HI Donna,

I was confused by the previous email and should have replied sooner. What you have sent me is a copy of an agreement from last August 27th. If you are requesting an updated fee schedule, I would be willing to reduce my fees by 10% for the 2013/2014 school year. I didn't bother to send a revised agreement, because I wasn't aware that we have a date set aside for a future workshop. I am attaching an agreement with no date. I hope that will suffice.

If there is a date for professional development that you had in mind, please let me know so that I can calendar it, as I was unaware of one.

Sincerely,
Brad Fulton

On Tue, May 7, 2013 at 3:15 PM, Antifae, Donna M. <DMANTIFAE@capousd.org> wrote:

Please see the attached request that was sent on April 22, 2013. Please respond by Friday, May 10, so we can prepare for board approval. Thank you so much.

Donna Antifae

Buyer/Planner

Capistrano Unified School District

33122 Valle Road

San Juan Capistrano, CA 92675

949-234-9444 phone

949-493-4083 fax

dmantifae@capousd.org



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of July 26, 2012, 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").

BRADLEY SCOTT FULTON

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 "Contracting 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 \$3,000 in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this base Agreement is for one year commencing 7/26/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of 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: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 7/26/12

Signature: Brad S Fulton

Name: BRAD S FULTON

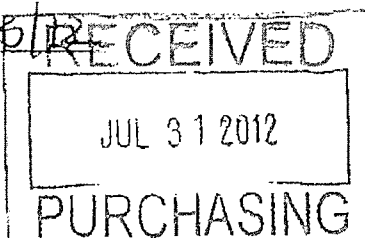
Title: SOLE PROPRIETOR

Address: P.O. BOX 233

MILLVILLE, CA 94062

Email Address: brad@tthpress.com

FEIN/SSN 557-13-6538



FEE SCHEDULE

Brad Fulton
P.O. Box 233
Millville, CA 96062
Phone: (530) 547-4687
Fax: (530) 547-4317
Cell: (530) 604-1676
brad@tttpress.com

Consultation and presentation of teacher training and included master copy of materials.

Rate: \$3,000 for the day with expenses included.

Signature Brad Fulton Date 6/4/12
Brad S. Fulton

EXTENSION OF AGREEMENT NO. 1 ICA 1213117

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

CALIFORNIA WEEKLY EXPLORER

Independent Contractor Agreement No. ICA 1213117 called for an original contract period of July 1, 2012, through June 30, 2013. The agreement with Customized Vision Care shall be extended an additional 12 months, for the period July 1, 2013, through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$13,200.

Except as set forth in this Extension Agreement, and Board approved on September 24, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

California Weekly Explorer

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

CALIFORNIA
WEEKLY EXPLORER®
 15052 RED HILL AVENUE, SUITE G
 TUSTIN, CA 92780
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 INFO@CALIFORNIAWEEKLY.COM
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 AND CLICK "BOOK NOW!"



- SELECT FIRST, SECOND, AND THIRD CHOICE DATES AND WRITE THEM IN THE UPPER RIGHT HAND CORNER AND COMPLETE FORM.
- FAX BOTH SIDES (PAGES 3 & 4) TO OUR OFFICES AT 714-247-2254 OR E-MAIL BOTH SIDES (PAGES 3 & 4) TO INFO@CALIFORNIAWEEKLY.COM

DATES	
ENTER YOUR PREFERRED DATES	
1ST CHOICE	_____
2ND CHOICE	_____
3RD CHOICE	_____
• WE WILL CONTACT YOU WITHIN 3 BUSINESS DAYS IF THE ABOVE DATES ARE NO LONGER AVAILABLE. • AFTER MAY 15TH, PLEASE CALL FOR AVAILABLE DATES	

SCHOOL: _____
 SCHOOL ADDRESS: _____ DISTRICT: _____
 CITY: _____, CA ZIP: _____ COUNTY: _____

SCHOOL PHONE: (____) _____ EXT: _____ SCHOOL FAX: (____) _____ ALT/CELL: (____) _____

ORDERED BY: _____ TITLE: _____ E-MAIL: _____

PRESENTATION LOCATION (IF DIFFERENT FROM ABOVE): _____

WALK THROUGH TEAM LEAD: TEACHER/ADMINISTRATOR RESPONSIBLE FOR RECEIVING AND DISTRIBUTING TEACHER PREPARATION BOOKLETS, AND COMPLETING CONFIRMATION FORM. PREP BOOKLETS CANNOT BE SENT TO PTA PERSONNEL.

NAME: _____ TITLE: _____ PHONE: (____) _____

E-MAIL: _____ BEST WAY TO CONTACT: ☐ E-MAIL ☐ SCHOOL PHONE ☐ CELL

IS YOUR SCHOOL NEW TO WALK THROUGHS? _____ IS YOUR GRADE LEVEL NEW TO WALK THROUGHS? _____

WALK THROUGH PRESENTATION PRICING

- *PRICES REFLECT A 10% DISCOUNT FOR PAYMENTS MADE ON/BEFORE THE DUE DATE (LAST DAY OF THE PRESENTATIONS).
 ADD 10% FOR PAYMENTS MADE AFTER DUE DATE.
- ▶ SAVINGS! FALL DISCOUNT - \$25.00 DISCOUNT FOR EACH PRESENTATION TAKING PLACE OCTOBER THROUGH DECEMBER.
- ▶ ADDITIONAL SAVINGS! PRE-PAY DISCOUNT: TAKE 5% OFF TOTAL DISCOUNTED PRICE IF FULL PAYMENT IS SENT BY JULY 31, 2013.

PRICE - \$315.00 * FOR EACH PRESENTATION

HOW MANY PRESENTATIONS ARE YOU RESERVING ? (UP TO TWO PRESENTATIONS PER DAY)

_____ WALK THROUGH CALIFORNIA (\$315.00 EA. *) = \$ _____
 _____ WALK THROUGH THE AMERICAN REVOLUTION (\$315.00 EA. *) = \$ _____
 _____ WALK THROUGH THE ANCIENT WORLD (\$315.00 EA. *) = \$ _____

SUB-TOTAL = \$ _____

TOTAL TRAVEL FEE (SEE CHART) = \$ _____
 (\$ _____ FEE X _____ DAYS)

TOTAL FALL DISCOUNT (OCT - DEC) = (\$ _____)
 (\$25.00 X _____ FALL PRESENTATIONS) SUBTRACT

SUB-TOTAL = \$ _____

5% PRE-PAY DISCOUNT = (\$ _____)
 (PAYMENT MUST BE RECEIVED BY JULY 31, 2013) SUBTRACT

TOTAL COST = \$ _____

ADD 10% IF PAID AFTER DUE DATE = \$ _____
 (LAST DAY OF PRESENTATIONS IS STATED ON INVOICE) TOTAL COST + 10%

NEW FOR 2013 / 2014!

- **IMPROVED PRICING**
 SAME LOW PRICE FOR MORNING OR AFTERNOON PRESENTATIONS.
- **DAILY TRAVEL FEES**
 TRAVEL FEES BASED ON THE COUNTY WHERE YOUR SCHOOL IS LOCATED (SEE CHART ON PAGE 3).
- **ONLINE RESERVATIONS**
 RESERVE DATES ONLINE AND RECEIVE IMMEDIATE CONFIRMATION.
 (GO TO WWW.CALIFORNIAWEEKLY.COM AND CLICK ON "BOOK NOW!")

HELPFUL INFORMATION

- ♦ IF UTILIZING THE STANDARD RESERVATION FORM, COMPLETE BOTH PAGES OF THE RESERVATION FORM AND SIGN THE BACK. FORMS MUST BE E-MAILED OR FAXED AS SOON AS POSSIBLE ON OR AFTER APRIL 15TH TO RECEIVE YOUR CHOICE DATES. DATES ARE ASSIGNED BASED ON A FIRST-COME, FIRST-SERVED BASIS. ONLINE RESERVATIONS RECEIVE PRIORITY.
- ♦ AFTER MAY 15TH, PLEASE CALL OUR OFFICES FOR AVAILABLE DATES OR TRY OUR ONLINE RESERVATIONS AT WWW.CALIFORNIaweekly.com AND CLICK ON "BOOK NOW!"
- ♦ YOU MAY CANCEL OR CHANGE DATES UP TO 60 DAYS PRIOR TO SCHEDULED PRESENTATIONS WITHOUT PENALTIES. IF CANCELLATIONS OR CHANGES ARE MADE LESS THAN 60 DAYS PRIOR TO SCHEDULED PRESENTATIONS, YOU WILL BE RESPONSIBLE FOR THE FULL AMOUNT OF INVOICE ALONG WITH ANY OTHER APPLICABLE CHARGES. A \$25.⁰⁰ ADDITIONAL FEE WILL BE ADDED TO ANY CHANGES MADE TO PRESENTATION DATES AFTER 30 DAYS OF RECEIVING YOUR CONFIRMATION/WORK ORDER DURING THE 2013-2014 SCHOOL YEAR.
- ♦ PLEASE NOTE THAT OUR OFFICES WILL BE CLOSED THE MONTH OF JULY AND RE-OPEN IN AUGUST.
- ♦ *TEACHER PREPARATION BOOKLETS* WILL BE SENT IN SEPTEMBER. PLEASE OPEN THE PACKET AND RETURN THE *CONFIRMATION/WORK ORDER* PROMPTLY. INVOICES WILL BE SENT IN SEPTEMBER TO THE BILLING PERSON LISTED ON THIS INVOICE.

PRESENTATION PRICING

PRESENTATION DATES	DISCOUNTED PRICES*
FALL: OCTOBER-DECEMBER	\$290. ⁰⁰ PER PRESENTATION
SPRING: JANUARY-JUNE	\$315. ⁰⁰ PER PRESENTATION
DAILY TRAVEL FEE	VARIES BY COUNTY
PREPAY AND SAVE 5%	MAIL PAYMENT BY 7/31/13

* WHEN PAYMENT IS MADE LATER THAN COMPLETION OF PRESENTATIONS, IT WILL BE FOR THE NON-DISCOUNTED PRICE WHICH IS 10% HIGHER. PURCHASE ORDERS ARE NOT CONSIDERED PAYMENT FOR INVOICES.

DAILY TRAVEL FEE CHART

BASED ON THE COUNTY WHERE YOUR SCHOOL IS LOCATED

COUNTY	FEE	COUNTY	FEE	COUNTY	FEE	COUNTY	FEE
ALAMEDA	\$130	KINGS	\$130	PLACER	\$155	SIERRA	\$155
ALPINE	\$155	LAKE	\$155	PLUMAS	\$155	SISKIYOU	\$155
AMADOR	\$155	LASSEN	\$155	RIVERSIDE	\$110	SOLANO	\$130
BUTTE	\$155	LOS ANGELES	\$110	SACRAMENTO	\$130	SONOMA	\$130
CALAVERAS	\$155	MADERA	\$155	SAN BENITO	\$155	STANISLAUS	\$130
COLUSA	\$155	MARIN	\$130	SAN BERNADINO	\$110	SUTTER	\$155
CONTRA COSTA	\$130	MARIPOSA	\$155	SAN DIEGO	\$110	TEHAMA	\$155
DEL NORTE	\$155	MENDOCINO	\$155	SAN FRANCISCO	\$130	TRINITY	\$155
EL DORADO	\$130	MERCED	\$130	SAN JOAQUIN	\$130	TULARE	\$130
FRESNO	\$130	MODOC	\$155	SAN LUIS OBISPO	\$130	TUOLUMNE	\$155
GLENN	\$155	MONO	\$155	SAN MATEO	\$130	VENTURA	\$130
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IMPERIAL	\$130	NAPA	\$130	SANTA CLARA	\$130	YUBA	\$130
INYO	\$155	NEVADA	\$155	SANTA CRUZ	\$155		
KERN	\$130	ORANGE	\$50	SHASTA	\$155		



CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
TELEPHONE: (949) 234-9441/FAX: 493-4083 www.capousd.org

BOARD OF TRUSTEES

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PRESIDENT

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GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, Ed.D.

April 18, 2013

Sent via e-mail barrycwe@aol.com

California Weekly Explorer, Inc.
15052 Red Hill Ave. Suite G
Tustin, CA 92780
Attention: Morgan B. Hovis

Subject: Extension of Contract No. ICA 1213117

Dear Ms. Hovis,

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

Please electronically return the fee schedule to me at dmantifae@capousd.org by Tuesday, April 30, 2013.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9444.

Sincerely,

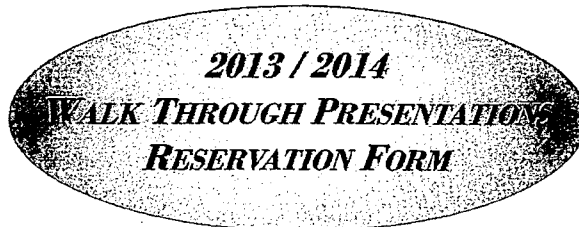
Donna Antifae
Buyer/Planner, Purchasing

SERVING THE COMMUNITIES OF:

ALISO VIEJO • COTO DE CAZA • DANA POINT • LADERA RANCH • LAGUNA NIGUEL • LAS FLORES • MISSION VIEJO
RANCHO SANTA MARGARITA • SAN CLEMENTE • SAN JUAN CAPISTRANO

CALIFORNIA
WEEKLY EXPLORER®
 15052 RED HILL AVENUE, SUITE G
 TUSTIN, CA 92780
 (714)247-2250 FAX (714)247-2254
 INFO@CALIFORNIAWEEKLY.COM
 WWW.CALIFORNIAWEEKLY.COM

TRY OUR NEW ONLINE RESERVATIONS
 AND GET IMMEDIATE CONFIRMATION!
 GO TO WWW.CALIFORNIAWEEKLY.COM
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SCHOOL ADDRESS: _____ DISTRICT: _____

CITY: _____, CA ZIP: _____ COUNTY: _____

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PRESENTATION LOCATION (IF DIFFERENT FROM ABOVE): _____

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NAME: _____ TITLE: _____ PHONE: (____) _____

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WALK THROUGH PRESENTATION PRICING

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_____ WALK THROUGH THE ANCIENT WORLD (\$315.00 EA. *) = \$ _____

SUB-TOTAL = \$ _____

TOTAL TRAVEL FEE (SEE CHART) = \$ _____
 (\$ _____ FEE X _____ DAYS)

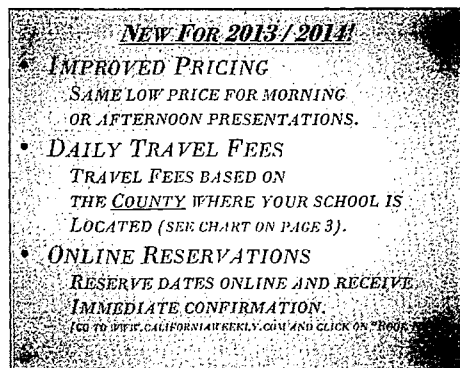
TOTAL FALL DISCOUNT (OCT - DEC) = (\$ _____)
 (\$25.00 X _____ FALL PRESENTATIONS) SUBTRACT

SUB-TOTAL = \$ _____

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TOTAL COST = \$ _____

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 (LAST DAY OF PRESENTATIONS IS SET FORTH ON INVOICE) TOTAL COST + 10%



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BASED ON THE COUNTY WHERE YOUR SCHOOL IS LOCATED

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INYO	\$155	NEVADA	\$155	SANTA CRUZ	\$155		
KERN	\$130	ORANGE	\$50	SHASTA	\$155		

Antifae, Donna M.

From: Barry Hovis <BarryCWE@aol.com>
Sent: Tuesday, May 14, 2013 11:29 AM
To: Antifae, Donna M.
Subject: RE: 2013-2014 Extension Letter Requesting Fee Schedule
Attachments: Fee Schedule CWE 2014 for Capo.pdf

Hello,
Here is the new fee schedule. Sorry for the delay.
Yours,
Barry Hovis

*BARRY HOVIS,
OPERATIONS MANAGER,
CALIFORNIA WEEKLY EXPLORER, INC.
BARRYCWE@AOL.COM
714-247-2250 EXT. 1001*

From: Antifae, Donna M. [<mailto:DMANTIFAE@capousd.org>]
Sent: Tuesday, May 07, 2013 3:17 PM
To: Barry Hovis (BarryCWE@aol.com)
Cc: Wrigley, Anavelyn S.
Subject: FW: 2013-2014 Extension Letter Requesting Fee Schedule

Please see the attached request that was sent on April 22, 2013. Please respond by Friday, May 10, so we can prepare for board approval. Thank you so much.

*Donna Antifae
Buyer/Planner
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
949-234-9444 phone
949-493-4083 fax
dmantifae@capousd.org*

From: Wrigley, Anavelyn S.
Sent: Wednesday, April 24, 2013 3:26 PM
To: barrycwe@aol.com
Cc: Antifae, Donna M.; Wrigley, Anavelyn S.
Subject: 2013-2014 Extension Letter Requesting Fee Schedule

Good Afternoon,

Please find the attached documents regarding your 2013-2014 renewal and fee schedule. Please be advised that your response needs to be received on or before April 30, 2013. Should you have any question or concerns, please contact myself or Donna Antifae at (949) 234-9444.
Thank you.

Anavelyn S. Wrigley

Assistant Buyer
Capistrano Unified School District
Purchasing Department
33122 Valle Road
San Juan Capistrano, CA 92675
P: (949) 234-9441
F: (949) 493-4083
aswrigley@capousd.org



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 9-25-12, 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").

CALIFORNIA WEEKLY EXPLORER, 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 \$13,200.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this base Agreement is for one year commencing 9/25/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of 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.

[X] General Conditions [] Special Conditions [X] Required Documents and Certifications [X] Purchase Order(s)

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: 9/25/12

CONTRACTOR

Signature: Morgan B. Lewis

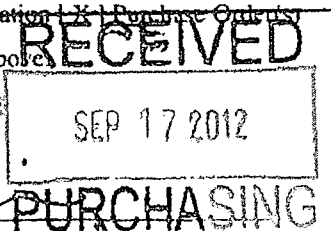
Name: Morgan B. Lewis

Title: Operations Manager/VP

Address: 15052 Red Hill Ave Suite 6
Tustin CA 92780

Email Address: Borgy@cwel.com

FEIN/SSN: 95-3733982



CALIFORNIA WEEKLY EXPLORER, INC.
15052 RED HILL AVENUE, SUITE G
TUSTIN, CA 92780
(714)247-2250 FAX (714)247-2254
info@californiaweekly.com
www.californiaweekly.com



Enter your preferred dates:
Our Minimum Day is: M T W T F None/Vacates

1st Choice: _____

2nd Choice: _____

3rd Choice: _____

We will contact you within 3 business days if the above dates are no longer available.
After May 15, 2012, no contact will be made.

INSTRUCTIONS

- Select first, second, and third choice dates and write them in the upper right hand corner.
- FAX both sides or mail form to our offices. You can also go online and fill out a PDF form and email it to us. All forms received are date stamped and processed on a first-come, first-served basis.

SCHOOL: _____

SCHOOL ADDRESS: _____

CITY: _____, CA ZIP: _____ DISTRICT: _____

SCHOOL PHONE: (____) _____ EXT _____ SCHOOL FAX (____) _____ ALT/CELL (____) _____

ORDERED BY: _____ TITLE _____ EMAIL: _____

PRESENTATION LOCATION (IF DIFFERENT FROM ABOVE) _____

WALK THROUGH TEAM LEAD: Teacher/administrator responsible for receiving and distributing teacher booklets, and completing confirmation form. Prep Booklets cannot be sent to PTA personnel.

NAME: _____ TITLE _____ PHONE: (____) _____

EMAIL: _____ BEST WAY TO CONTACT: ☐ EMAIL ☐ SCHOOL PHONE ☐ CELL

IS YOUR SCHOOL NEW TO WALK THROUGHS? _____ IS YOUR GRADE LEVEL NEW TO WALK THROUGHS? _____

WALK THROUGH PRESENTATION PRICING

- SAVE! Fall prices reflect a \$25.00 discount (October-Dec 31). Schedule two presentations per day (\$25 off second presentation on the same day).
- SAVE! Pre-pay discount: Take 5% off if payment is sent by July 31st, 2012 and/or within 7 days of returning this reservation form.
- Prices reflect a 10% discount for payments made before the due date (last day of the presentation). Add 10% for payments made after due date.

FALL PRICES-Presentation dates- October through December, 2012:

How many presentations? Give 1st, 2nd, & 3rd choice dates in box at top right. (No more than 36 students per presentation)

# of _____ CALIFORNIA	(\$300 first - \$275 second; \$300 third - \$275 fourth, etc.)	= \$ _____
# of _____ REVOLUTION	(\$300 first - \$275 second; \$300 third - \$275 fourth, etc.)	= \$ _____
# of _____ ANCIENT WORLD	(\$300 first - \$275 second; \$300 third - \$275 fourth, etc.)	= \$ _____

SPRING PRICES-Presentation dates- January through June, 2013:

How many presentations? Give 1st, 2nd, & 3rd choice dates in box at top right. (No more than 36 students per presentation)

# of _____ CALIFORNIA	(\$325 first - \$300 second; \$325 third - \$300 fourth, etc.)	= \$ _____
# of _____ REVOLUTION	(\$325 first - \$300 second; \$325 third - \$300 fourth, etc.)	= \$ _____
# of _____ ANCIENT WORLD	(\$325 first - \$300 second; \$325 third - \$300 fourth, etc.)	= \$ _____

* Before choosing dates, please consider.

- School holidays/vacations
- Minimum days
- Annual school events
(science camps, fundraisers, campus events)
- State-wide testing

Page 1 of 2

*This is a two-sided form

Total from Above	\$ _____
Total Travel fee (see chart) (# _____ fee x _____ # of days) =	\$ _____
Sub-Total	\$ _____
5% pre-pay discount <small>(check must be enclosed or sent by July 31st, 2012 or within 7 days after sending form)</small>	(\$ _____)
TOTAL COST:	\$ _____
Add 10% if paid after due date <small>(last day of presentation)</small>	\$ _____

SCHOOL: _____

Authorization and Billing Information

Please provide information below to ensure we invoice the proper department/organization.

Check with your district for the proper invoicing.

Amount of this invoice is \$_____ (Total of \$_____ including for _____)

1. The invoice for these programs will be paid by:

☐ School district ☐ Local school ☐ Parent organization ☐ Other: _____

2. Billing Contact Person: _____ School/organization/dept _____

Phone: _____ ext. _____ Email: _____

Billing Address: _____ City: _____ CA Zip: _____

3. Does your district require a purchase order number? (Purchase orders are not considered payment)

☐ Not needed for this ☐ Will be sent later ☐ Purchase Order #: _____

4. **PAYMENT:** Payment is due by date of presentation. Prices shown on reservation form include the standard 10% discount. Payments made after the due date will be for the non-discounted price.

Please indicate when you intend to pay:

☐ Mailed by date of program ☐ Enclosed with this order (deduct 5% more from discounted price)

☐ _____

CONDITIONS

1. Each program is limited to a _____ student participants
2. _____ If any cancellations/changes are made less than 60 days prior to scheduled presentations, you will be responsible for the payment in full of the original invoice and any other applicable change fees.
3. Person(s) placing the order will receive a confirmation form and one teacher preparation booklet per presentation to distribute to each teacher. Replace _____ booklet is \$15
4. We cannot present programs to 5th or 6th grade classes if students are not prepared to according to the teacher preparation booklet instructions. Since this date is reserved for your school, the invoice will need to be paid even if the program is not presented for this reason.
5. All programs and their contents are protected by registered copyright; no license or permission is granted to individuals or organizations to use any included material beyond the scope of each of the performances. Only certain portions _____ Photographs are permitted. Please check with your _____
6. Purchase orders are not considered payment for invoices

Authorization

I authorize the reservation of the programs listed on the front of this form according to the conditions and payment terms above. I have read and understood the above conditions.

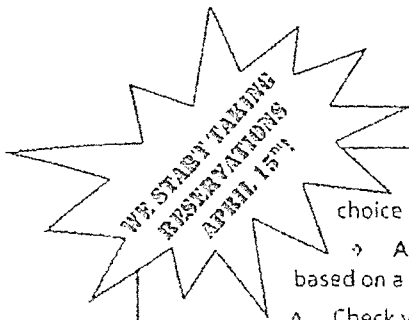
Signature

Title: _____ Date: _____

Mail or FAX both pages/sides to (714) 247-2254

Make a copy of this form for your records

Page 2 of 2



ORDERING "WALK THROUGH" PRESENTATIONS

- Complete both sides of the form and sign the back. Include your 1st, 2nd and 3rd choice dates.
- Act fast for the best dates! April 15th is the first day of reservations. Dates are assigned based on a first-come, first-served basis. Spring dates are especially popular and fill quickly.
- Check your requested dates with necessary staff members and your school's master calendar before submitting your reservation. Our calendars fill quickly and similar dates may not be available if you need to change your date.
- Orders placed from April 15 - May 15th: You will be notified within 3 days if the dates you requested are not available. If your dates are available, a confirmation email will be sent within 2 weeks.
- Ordering after May 15th? Please contact the office for available dates before submitting your form.
- You may cancel or change dates up to 60 days prior to scheduled presentations without penalties. If cancellations or changes are made less than 60 days prior to scheduled presentations, you will be responsible for the full amount of invoice along with any other applicable charges.
- Please note that our offices will be closed the month of July and re-open the month of August.
- Teacher Preparation Booklets will be sent in September. Please open the packet and return the Confirmation/Work Order promptly. Invoices will be sent in September to the billing person listed on this invoice.

PRESENTATION PRICES

First presentation each day	\$325
Second presentation (on same day)	\$300
Two presentations on one day	\$625
Daily Travel Fee (see below)	(Varies)

WAYS TO SAVE

- \$25 discount per program for Oct-Dec dates
- Book two programs per day
- Prepay Discount 5% off total amount
Paid in full by July 31st, 2012. After July, payment must be received within 20-30 days of receipt of your reservation form.

DAILY TRAVEL FEE CHART

(Please contact us if your zip code is not listed)

Zip codes	Fee	Zip codes	Fee	Zip codes	Fee	Zip codes	Fee	Zip codes	Fee
90001-90262	100	91350-91351	110	92014-92014	85	92335-92337	90	92386-92386	130
90265-90265	80	91352-91352	90	92019-92030	110	92338-92338	130	92388-92388	90
90266-90270	75	91355-91355	115	92036-92040	130	92341-92342	130	92392-92397	130
90272-90505	80	91356-91356	90	92054-92058	85	92345-92345	130	92399-92399	130
90601-90703	70	91360-91360	105	92059-92065	105	92346-92346	90	92401-92599	85
90706-90822	70	91364-91699	100	92067-92069	80	92350-92350	90	92601-92679	50
91001-91214	75	91701-91739	80	92071-92071	110	92352-92352	130	92681-92899	45
91301-91307	85	91740-91899	75	92075-92079	85	92353-92354	90	93001-93899	130
91310-91310	105	91901-91941	130	92082-92082	110	92356-92356	130	93900-93999	135
91311-91311	90	91950-91951	105	92083-92085	85	92357-92360	90	94001-94499	155
91316-91319	85	91962-91980	130	92086-92315	130	92365-92368	130	94500-95499	130
91320-91321	110	92003-92003	90	92316-92325	90	92369-92369	85	95601-95999	130
91324-91345	90	92007-92011	80	92327-92327	130	92374-92383	100		

CALIFORNIA WEEKLY EXPLORER

PRODUCERS OF THE WALK THROUGH PRESENTATIONS!

For over 30 years, California Weekly Explorer has specialized in Social Science programs. "Walk Through" presentations are renowned throughout California for interactive, age-appropriate, standards-based instruction. Each 2 ½ hour presentation combines numerous learning modalities, drama, positive reinforcement, and storytelling in a "game show" format. It's not your typical assembly; during a "Walk Through" every student is involved. Our in-school "field trips" allow schools to work within their budget and daily schedule. Our presenters perform thousands of programs yearly to over 100,000 students!

California's History (4th Grade) - This presentation focuses on major events that shaped our great state of California, from Native Americans through statehood. A large topographical map of California is built for students to experience California's geography hands-on.

Walk Through the American Revolution (5th Grade) - Students "become" famous men and women of the American Revolution. Flags, maps, re-enactments, music, and games help students explore American liberty and patriotism.

Walk Through the Ancient World (6th Grade) - Students portray famous characters of the past, such as Julius Caesar, Cleopatra, and Socrates. Students broaden their understanding with maps, timelines, and games.

2012-2013 CALENDAR

	October 2012							November 2012							December 2012						
	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
Use this calendar as a handy reference for Walk Through dates... Be sure to check your district/school calendar for conflicts																					
			1	2	3	4	5	6					1	2	3						1
	7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8
	14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15
	21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22
	28	29	30	31				25	26	27	28	29	30	23	24	25	26	27	28	29	
															30	31					

January 2013							February 2013							March 2013							April 2013							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
			1	2	3	4	5					1	2							1	2		1	2	3	4	5	6
6	7	8	9	10	11	12	3	4	5	6	7	8	9	3	4	5	6	7	8	9	7	8	9	10	11	12	13	
13	14	15	16	17	18	19	10	11	12	13	14	15	16	10	11	12	13	14	15	16	14	15	16	17	18	19	20	
20	21	22	23	24	25	26	17	18	19	20	21	22	23	17	18	19	20	21	22	23	21	22	23	24	25	26	27	
27	28	29	30	31			24	25	26	27	28			24	25	26	27	28	29	30	28	29	30					
														31														

May 2013							June 2013						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4							1
5	6	7	8	9	10	11	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	29
							30						

When booking Walk Through presentations, please check your school/district calendars carefully for conflicts such as state testing, vacations, minimum days, furlough days & conferences. Once scheduled, reservations are difficult to change as our calendars fill quickly. Don't forget...reservations start every year on April 15th!

EXTENSION OF AGREEMENT NO. 1 PSA 1213034

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

LEISURE CARE REFERRAL AGENCY, INCORPORATED

Professional Services Agreement No. PSA 1213034 called for an original contract period of July 1, 2012, through June 30, 2013.

The agreement with Leisure Care Referral Agency, Incorporated shall be extended an additional 12 months, for the period July 1, 2013, through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$8,000.

Except as set forth in this Extension Agreement, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District Leisure Care Referral Agency, Incorporated

By: _____ By: _____
Signature Signature

Terry Fluent _____
Print Name

Director, Purchasing _____
Title

Date: _____ Date: _____

EXHIBIT A

FEE SCHEDULE

The LCNR Inc., dba Leisure Care
30131 Town Center Drive, #205
Laguna Niguel, CA 92677
(949)363-7401

Licensed Vocational Nurse (LVN) - \$35.00

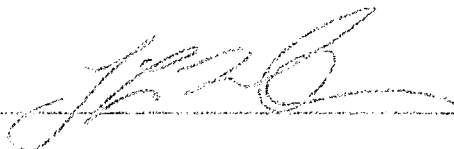
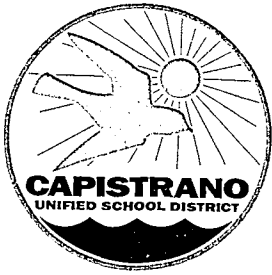
By:  Date: 6/20/12

Exhibit A



CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
TELEPHONE: (949) 234-9441/FAX: 493-4083 www.capousd.org

BOARD OF TRUSTEES
JOHN M. ALPAY
PRESIDENT

LYNN HATTON
VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED. D.

April 22, 2013

Sent via e-mail trevor@lchomecare.com

Leisure Care Referral Agency, Inc.
30131 Town Center Dr. #205
Laguna Niguel, CA 92677
Attention: Trevor Blackann, President

Subject: Extension of Contract No. PSA 1213034

Dear Mr. Blackann:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.


Please electronically return the fee schedule to me at dmantifae@capousd.org by Tuesday, April 30, 2013.

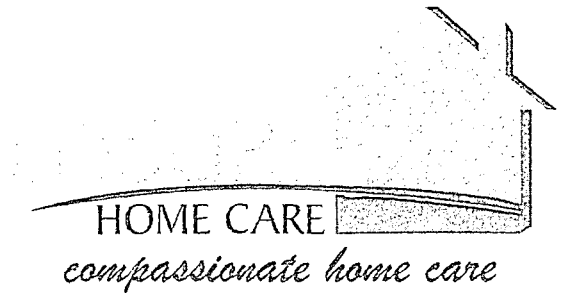
Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9444.

Sincerely,


Donna Antifae
Buyer/Planner, Purchasing



April 26, 2013

Capistrano Unified School District
Attn: Donna Antifae
33122 Valle Road
San Juan Capistrano, CA 92675

Dear Mrs. Antifae,

Please accept this correspondence in response to your letter dated April 22, 2013, in which we are being asked to assist the District by reducing our fees for the renewal period beginning July 1, 2013.

As a brief history, Leisure Care has worked hard over the past several years to keep our rates as low as possible, and we have been able to successfully maintain a flat rate (frozen) for several years, leading up to the current contract year. At this time last year we were asked to reduce our rates. In an effort to help the District, we agreed. We were proud of our team of nurses that serve the District as they all agreed to absorb a portion of the reduced rate. It is important to note that this news came at a time when our nurses were actually hoping for an upward adjustment following a lengthy period of level pay.

Just a few days prior to receipt of your letter, we were notified that the District is freezing rates for the 2013-2014 school year, and we signed a fee agreement to that affect. We informed our team of this notice. Unfortunately, at this time, we believe that an additional downward adjustment would jeopardize continuity and quality of care. As a result, we respectfully request that we maintain the current rates, frozen for the 2013-2014 school year. We hope the district understands and is aware that we were quick to accommodate the request last year to reduce rates by 10%.

We have greatly enjoyed our long relationship with the CAPO Unified School District and look forward to continuing our great working relationship in the 2013-2014 school year.

If you have questions or concerns, please feel free to contact me directly, either by phone or via email at trevor@lchomecare.com.

Sincere regards,

Trevor L. Blackann
President

EXHIBIT A

FEE SCHEDULE

The LCNR Inc., dba Leisure Care
30131 Town Center Drive, #205
Laguna Niguel, CA 92677
(949)363-7401

Licensed Vocational Nurse (LVN) - \$35.00

By: 

Date: 

Exhibit A



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of 6/12/12, 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").

LEISURE CARE REFERRAL AGENCY 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 \$8,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of 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: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 6/11/12

CONSULTANT

Signature: Trevor L. Blackman

Name: TREVOR L. BLACKMAN

Title: PRESIDENT

Address: 30131 Team Center Drive #205

Laguna Niguel, CA 92677

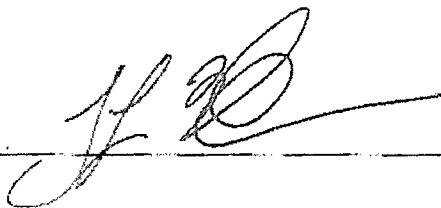
Email Address: trevor@lc.homework.com

FEIN/SSN 45-4788136

EXHIBIT A
FEE SCHEDULE

Leisure Care Referral Agency, Inc.
30131 Town Center Drive, #205
Laguna Niguel, CA 92677
(949) 363-7401
trevor@lchomecare.com

Licensed Vocational Nurse (LVN)- \$38.00

Signature  Date 5/21/12

Typed or Printed Name TREVOR L. BLACKANN

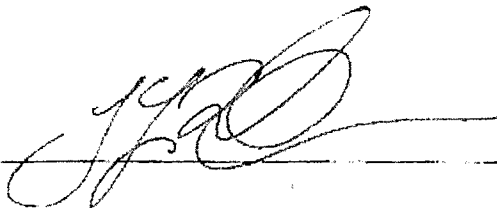
SPECIAL CONDITIONS

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 complete 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: _____

5/21/12

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213034

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

LEISURE CARE REFERRAL AGENCY, INC.

Professional Services Agreement No. PSA No. 1213034 called for services to be rendered at the rates shown in the agreement.

The contract with Leisure Care Referral Agency, Inc. shall be amended to reflect the negotiated reduced rates as shown in Exhibit A to this amendment.

Except as set forth in this Amendment, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Leisure Care Referral Agency, Inc.

By: Terry Fluett
Signature

By: Trevor L. Blackann
Signature

Terry Fluett

TREVOR L. BLACKANN
Print Name

Director, Purchasing

PRESIDENT
Title

Date: 6/22/12

Date: 6/20/12

EXHIBIT A

FEE SCHEDULE

The LCNR Inc., dba Leisure Care
30131 Town Center Drive, #205
Laguna Niguel, CA 92677
(949)363-7401

Licensed Vocational Nurse (LVN) - \$35.00


By:  Date: 6/20/12

Exhibit A

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213034

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

LEISURE CARE REFERRAL AGENCY, INC.

Professional Services Agreement No. PSA 1213034 called for services to be rendered at the rates shown in the agreement.

The "Not to Exceed" amount on Professional Services Agreement No. PSA 1213034 shall be amended to \$11,230.00 for additional services requested by the District.

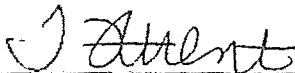
Except as set forth in this Amendment, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect

DISTRICT

CONSULTANT

Capistrano Unified School District

Leisure Care Referral Agency, Inc.

By: 
Signature

By: 
Signature

Terry Fluent

TREVOR L. BLACKBURN
Print Name

Director, Purchasing

President
Title

Date 11/20/12

Date 12/19/12

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213029**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

IRMA GARCIA

Professional Services Agreement No. PSA 1213029 called for services to be rendered at the rates shown in the agreement.

The “not to exceed” amount on Professional Services Agreement No. PSA 1213029 shall be amended to \$40,500 for additional services requested by the District for the period July 1, 2013, through June 30, 2014, at the prices show in Exhibit A to this Amendment.

Except as set forth in this Amendment, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Irma Garcia

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

FEE SCHEDULE

Irma Ramirez Garcia
403 Calle Nina
San Clemente CA 92672
949-492-8263
scirma@aol.com

Description of services to be provided by consultant:

1. As indicated by a student's IEP, provide 60 minute individual, parent, or collateral counseling session with focus on issues related to identified IEP goals.
2. As requested by school staff, or as indicated by student's presentation, consult with school staff regarding student's progress on IEP goal(s).
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultation dates and time, and IEP meeting attendance.
5. Maintain records of student progress in counseling.

Hourly Rate: \$60.00

Irma R. Garcia, LCSW
Irma R. Garcia, LCSW

01/04/12
Date

Irma R. García, LCSW, PPSC
403 Calle Nina, San Clemente, CA 92672
949-235-8263
scirma@aol.com

FEE SCHEDULE

Description of Services to be Provided by Consultant:

1. As indicated by a student's IEP, provide 60 minute individual, parents, or collateral counseling session with focus on issues related to identified IEP goals.
2. As requested by school staff, or as indicated by a student's presentation, consult with school staff regarding student's progress on IEP goal(s).
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultations dates and times, and IEP meeting attendance.
5. Maintain records of student progress in counseling.
6. Offer a fall and spring parenting class on a topic such as Effective Parenting Techniques to help parents learn how to build a relationship and handle discipline and everyday problems.

Pay Rate: \$60.00 per hour

Irma R. García, LCSW
Irma R. García, LCSW, PPSC

05/22/13
Date



CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
TELEPHONE: (949) 234-9441/FAX: 493-4083 www.copousd.org

BOARD OF TRUSTEES

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PRESIDENT

LYNN HATTON
VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

April 22, 2013

Sent via e-mail scirma@aol.com

Irma Garcia
403 Calle Nina
San Clemente, CA 92672

Subject: Extension of Contract No. PSA 1213029

Dear Ms. Garcia:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

Please electronically return the fee schedule to me at dmantifae@capousd.org by Tuesday, April 30, 2013.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9444.

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

SERVING THE COMMUNITIES OF:

ALISO VIEJO • COTO DE CAZA • DANA POINT • LADERA RANCH • LAGUNA NIGUEL • LAS FLORES • MISSION VIEJO
RANCHO SANTA MAR CAPISTRANO

Wrigley, Anavelyn S.

From: Irma <scirma@aol.com>
Sent: Tuesday, April 23, 2013 1:52 PM
To: Wrigley, Anavelyn S.
Subject: Fee Decrease

Hello,

I would like to decline the fee reduction this year. We have had the same fee for many years, it would be financially very difficult for me to reduce the fee for now.

Thank you so much,

Irma.

Sent from my iPad

FEE SCHEDULE

Irma Ramirez Garcia
403 Calle Nina
San Clemente CA 92672
949-492-8263
scirma@aol.com

Description of services to be provided by consultant:

1. As indicated by a student's IEP, provide 60 minute individual, parent, or collateral counseling session with focus on issues related to identified IEP goals.
2. As requested by school staff, or as indicated by student's presentation, consult with school staff regarding student's progress on IEP goal(s).
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultation dates and time, and IEP meeting attendance.
5. Maintain records of student progress in counseling.

Hourly Rate: \$60.00

Irma R. Garcia, LCSW
Irma R. Garcia, LCSW

01/04/12
Date



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of 6/12/12, 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").

IRMA GARCIA

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 \$40,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of 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: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 6/12/12

CONSULTANT

Signature: Irma R. Garcia, LCSW

Name: Irma R. Garcia

Title: Licensed Clinical Social Worker

Address: 403 Calle Nina

San Clemente, CA 92672

Email Address: calirna@aol.com

FEIN/SSN: 660-47-4813

FEE SCHEDULE

Irma Ramirez Garcia
403 Calle Nina
San Clemente CA 92672
949-492-8263
scirma@aol.com

Description of services to be provided by consultant:

1. As indicated by a student's IEP, provide 60 minute individual, parent, or collateral counseling session with focus on issues related to identified IEP goals.
2. As requested by school staff, or as indicated by student's presentation, consult with school staff regarding student's progress on IEP goal(s).
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultation dates and time, and IEP meeting attendance.
5. Maintain records of student progress in counseling.

Hourly Rate: \$60.00

Irma R. Garcia, LCSW
Irma R. Garcia, LCSW

06/04/12
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 complete 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: Lema R. Garcia, LCSW Date: 06/04/12

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213029

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

IRMA GARCIA

Professional Services Agreement No. PSA 1213029 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Professional Services Agreement No. PSA 1213029 shall be amended to \$41,080 for additional services requested by the District.

Except as set forth in this Amendment, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Irma Garcia

By: Terry Fluent
Signature

By: Irma R. Garcia
Signature

Terry Fluent

Irma R. Garcia
Print Name

Director, Purchasing

Licensed Clinical Social Worker
Title

Date: 08/21/12

Date: 08/03/12

EXTENSION OF AGREEMENT NO. PSA 1213029

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

IRMA GARCIA

Professional Services Agreement No. PSA 1213029 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Irma Garcia shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$40,000.

Except as set forth in this Extension Agreement, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Irma Garcia

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

FEE SCHEDULE

Irma Ramirez Garcia
403 Calle Nina
San Clemente CA 92672
949-492-8263
scirma@aol.com

Description of services to be provided by consultant:

1. As indicated by a student's IEP, provide 60 minute individual, parent, or collateral counseling session with focus on issues related to identified IEP goals.
2. As requested by school staff, or as indicated by student's presentation, consult with school staff regarding student's progress on IEP goal(s).
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultation dates and time, and IEP meeting attendance.
5. Maintain records of student progress in counseling.

Hourly Rate: \$60.00

Irma R. Garcia, LCSW
Irma R. Garcia, LCSW

01/04/12
Date

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213030**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BRENDA CRARY

Professional Services Agreement No. PSA 1213030 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Professional Services Agreement No. PSA 1213030 shall be amended to \$40,500 for additional services requested by the District for the period July 1, 2013, through June 30, 2014, at the prices shown in Exhibit A to this Amendment.

Except as set forth in this Amendment, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Brenda Crary

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

Exhibit A

FEE SCHEDULE

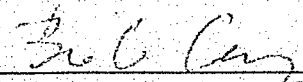
Brenda Crary
33 Camino Azulejo
San Clemente, CA 92673
brendacrory@cox.net
949-939-4701

Description of services to be provided by consultant:

1. As indicated by a student's IEP, provide individual, parent or collateral counseling session focusing on IEP related goals.
2. As requested by school staff, or as indicated by student's presentation, consult with school staff regarding student's progress on IEP goals.
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultation dates and time, and IEP meeting attendance.
5. Maintain records of student progress in counseling.
6. Offer a fall and spring parenting class on a topic such as Social Skills Training to help parents learn how to teach social skills to their children who struggle with social interactions.

Term of Contract: September 2013-June 2014

Hourly rate: \$60.00



Brenda Crary, MFT

5-22-13
Date



CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
TELEPHONE: (949) 234-9441/FAX: 493-4083 www.capousd.org

BOARD OF TRUSTEES

JOHN M. ALPAY
PRESIDENT

LYNN HATTON
VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

April 22, 2013

Sent via e-mail brendacrarty@cox.net

Brenda Crary
33 Camino Azulejo
San Clemente, CA 92673

Subject: Extension of Contract No. PSA 1213030

Dear Ms. Crary:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

Please electronically return the fee schedule to me at dmantifae@capousd.org by Tuesday, April 30, 2013.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9444.

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

Wrigley, Anavelyn S.

From: Brenda Crary <brendacrary@cox.net>
Sent: Tuesday, April 23, 2013 7:27 PM
To: Wrigley, Anavelyn S.
Subject: Re: 2013-2014 Extension Letter Requesting Fee Schedule

Hi Anavelyn,

I will not be changing my hourly fee. Please use the current Fee Schedule for 2013-14 school year.

Thank you,

Brenda Crary, MFT

On Apr 23, 2013, at 11:13 AM, Wrigley, Anavelyn S. wrote:

<img-423102833-0001.pdf>

FEE SCHEDULE

Brenda Crary
33 Camino Azulejo
San Clemente CA 92673
949-939-4701
brendacrary@cox.net

Description of services to be provided by consultant:

1. As indicated by a student's IEP, provide 60 minute individual, parent, or collateral counseling session with focus on issues related to identified IEP goals.
2. As requested by school staff, or as indicated by student's presentation, consult with school staff regarding student's progress on IEP goal(s).
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultation dates and time, and IEP meeting attendance.
5. Maintain records of student progress in counseling.

Hourly Rate: \$60.00

Brenda Crary
Brenda Crary, MFT

5.30.12
Date



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of 6/12/12, 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").

BRENDA CRARY

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 \$40,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of 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: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 6/11/12

CONSULTANT

Signature: Brenda Crary

Name: Brenda Crary

Title: Marriage, Family Therapist

Address: 33 Camino Grande

San Clemente, CA 92673

Email Address: brenda.crary@psdsd.net

SSN: 564-23-3700

RECEIVED

JUN 07 2012

PURCHASING

Professional Services Agreement
Capistrano Unified School District


FEE SCHEDULE

Brenda Crary
33 Camino Azulejo
San Clemente CA 92673
949-939-4701
brendacrary@cox.net

Description of services to be provided by consultant:

1. As indicated by a student's IEP, provide 60 minute individual, parent, or collateral counseling session with focus on issues related to identified IEP goals.
2. As requested by school staff, or as indicated by student's presentation, consult with school staff regarding student's progress on IEP goal(s).
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultation dates and time, and IEP meeting attendance.
5. Maintain records of student progress in counseling.

Hourly Rate: \$60.00


Brenda Crary, MFT

5-30-12
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 complete 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: B. C. Cuy Date: 5-30-12

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213030

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BRENDA CRARY

Professional Services Agreement No. PSA 1213030 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Professional Services Agreement No. PSA 1213030 shall be amended to \$41,080 for additional services requested by the District.

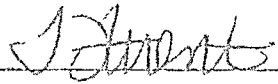
Except as set forth in this Amendment, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Brenda Crary

By: 
Signature

By: 
Signature

Terry Fluent

Brenda Crary
Print Name

Director, Purchasing

Marriage Family Therapist
Title

Date: 8/21/12

Date: 8-11-12

EXTENSION OF AGREEMENT NO. PSA 1213030

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BRENDA CRARY

Professional Services Agreement No. PSA 1213030 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Brenda Crary shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$40,000.

Except as set forth in this Extension Agreement, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Brenda Crary

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

FEE SCHEDULE

Brenda Crary
33 Camino Azulejo
San Clemente CA 92673
949-939-4701
brendacrary@cox.net

Description of services to be provided by consultant:

1. As indicated by a student's IEP, provide 60 minute individual, parent, or collateral counseling session with focus on issues related to identified IEP goals.
2. As requested by school staff, or as indicated by student's presentation, consult with school staff regarding student's progress on IEP goal(s).
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultation dates and time, and IEP meeting attendance.
5. Maintain records of student progress in counseling.

Hourly Rate: \$60.00

Brenda Crary
Brenda Crary, MFT

5/31/12
Date

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213039**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BOWIE, ARNESON, WILES, AND GIANNONE

Professional Services Agreement No. PSA 1213039 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Independent Contractor Agreement No. PSA 1213039 shall be amended to \$105,000 for additional services requested by the District.

Except as set forth in this Amendment, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Bowie, Arneson, Wiles, and Giannone

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of June 12, 2012 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").

BOWIE, ARNESON, WILES & GIANNONE

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 \$75,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of 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.

[X] General Conditions [X] Special Conditions [X] Required Documents and Certifications [X] Purchase Order(s)

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: 6/11/12

CONSULTANT

Signature: Alexander Bowie
 Name: Alexander Bowie
 Title: Managing Partner
 Address: 4920 Campus Drive
Newport Beach, CA 92660
 Email Address: abowie@bawg.com
 FEIN/SSN 33-0219871

Bowie, Arneson, Wiles & Giannone

2011-2012 Hourly Rates

FOR

CAPISTRANO UNIFIED SCHOOL DISTRICT

	Current Pricing July 1, 2011- June 30, 2012	Proposed Pricing July 1, 2012-June 30, 2013
Partners	\$235.00	\$235.00
Senior Associates	\$205.00	\$205.00
Associates	\$195.00	\$195.00
Law Clerks	\$125.00	\$125.00
Paralegals	\$ 75.00	\$ 75.00

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213157**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SUNBELT STAFFING, LLC

Professional Services Agreement No. PSA 1213157 called for services to be rendered at the rates shown in the agreement.

The contract with Sunbelt Staffing, LLC shall be amended to reflect the new rates as shown in Exhibit A to this amendment effective July 1, 2013.

Except as set forth in this Amendment, and Board approved on October 24, 2012 all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Sunbelt Staffing, LLC.

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

EXHIBIT A

FEE SCHEDULE

Sunbelt Staffing, LLC
3687 Tampa Road, Suite 200
Oldsmar, FL 34677-3613
(866)314-9240

Remit to: P O Box 1024640
Atlanta, GA 30368-4640
(800)659-1522

Speech Language Pathologist - \$73.00 per hour

Mileage: If assignment involves providing services at more than one facility, travel time between facilities will be billed at the regular hourly rate. Mileage between facilities will be billed at the current IRS reimbursement rate.

By: _____

Date: _____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of 10-25-12 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").

SUNBELT STAFFING, LLC

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 \$33,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this base Agreement is for one year commencing 10/08/12-10/07/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of 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 _____

1

EXHIBIT A

FEE SCHEDULE

Sunbelt Staffing, LLC
3687 Tampa Road, Suite 200
Oldsmar, FL 34677-3613
(866)314-9240


Remit to: P O Box 1024640
Atlanta, GA 30368-4640
(800)659-1522

Speech Language Pathologist - \$75.00 per hour

Rate will increase by a minimum of \$4.00 per hour for each consecutive assignment.

Mileage: If assignment involves providing services at more than one facility, travel time between facilities will be billed at the regular hourly rate. Mileage between facilities will be billed at the current IRS reimbursement rate.

By: _____



Date: 04/30/2013

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213157

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SUNBELT STAFFING, LLC.

Professional Services Agreement No. PSA 1213157 called for services to be rendered at the rates shown in the agreement.

The Professional Services Agreement No. PSA 1213157 shall be changed to an Independent Contractor Agreement No. ICA 1213157, incorporating all general conditions of the new contract.

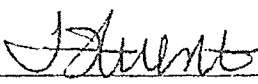
Except as set forth in this Amendment, and Board approved on October 24, 2012, all other terms of the contract remain in full force and effect.


DISTRICT

CONSULTANT

Capistrano Unified School District

Sunbelt Staffing, LLC.

By: 
Signature

By: 
Signature

Terry Fluent

Lena Zander
Print Name

Director, Purchasing

Dir of Admin
Title

Date: 2/12/13

Date: 01/30/2013

**AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213155**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

**SYLVAN LEARNING CENTER OF LAGUNA NIGUEL OPERATED BY SAYVA
LEARNING LLC.**

Independent Contractor Agreement No. ICA 1213155 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Independent Contractor Agreement No. ICA 1213155 shall be amended to \$12,663.36 for additional services requested by the District.

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

DISTRICT

CONSULTANT

Capistrano Unified School District

**Sylvan Learning Center of laguna Niguel
Operated by Sayva Learning LLC.**

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 11/15/2012, 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").

SYLVAN LEARNING CENTER OF LAGUNA NIGUEL OPERATED BY SAYVA LEARNING LLC

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 \$7,914.60 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this base Agreement is for one year commencing 11/15/2012-11/14/2013 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

By: Terry Fluent
 Name: Terry Fluent
 Title: Director, Purchasing
 Board Approval Date: 11/14/12

CONTRACTOR NOV 09 2012

Signature: Meghan Linney
 Name: Meghan Linney
 Title: Center Director
 Address: 27881 La Paz Rd, Ste E
Laguna Niguel, CA 92677
 Email Address: sylvan.lagunaniguel@sayvallearning.com
 FEIN/SSN: 45-3648142

FEE SCHEDULE

Contractor's Name: Sylvan Learning of Laguna Niguel operated by Sayva Learning, LLC

Contact: Meghan Linney

Address: 27881 La Paz Rd. Suite E, Laguna Niguel, CA 92677

Phone Number: 949-349-1835

Fax Number: 949-349-1838

Email Address: sylvan.lagunaniguel@sayvallearning.com

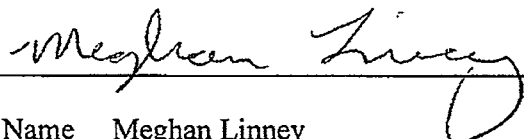
Description of Services:

Sylvan Learning offers Reading and Mathematics programs designed to assist learners (pre-K through high school) address gaps in their reading and math skills. These programs are individualized based on our diagnostic assessment and offered in person at a Sylvan Learning Center. Based on well grounded theories of teaching and learning together with scientifically based research regarding language arts and mathematics and effective instructional practices, Sylvan's programs provide intervention that is systematic, intensive, and explicit. These programs are designed to address students' needs by engaging students in explicit instruction that addresses skill gaps, provides multiple opportunities for practice, and incorporates appropriate levels of programmatic, responsive, and meaningful scaffolding.

Rate of Pay & Expenses:

Our rate is \$47 for each one hour session for assessment and instruction. Capistrano Unified School District will receive an invoice from Sylvan Learning Center of Laguna Niguel at the end of each month for each approved student stating the number of hours used. Signed attendance records will accompany each invoice.

Signature



Date

9/19/12

Typed or Printed Name Meghan Linney



**AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213133**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

ACCESS TO LEARNING

Independent Contractor Agreement No. ICA 1213133 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Independent contractor Agreement No. ICA 1213133 shall be amended to \$15,037.74 for additional services requested by the District.

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

DISTRICT

CONSULTANT

Capistrano Unified School District

Access to Learning

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 11/15/2012, 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").

ACCESS TO LEARNING

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 \$7,914.60 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this base Agreement is for one year commencing 11/15/2012-11/14/2013 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)

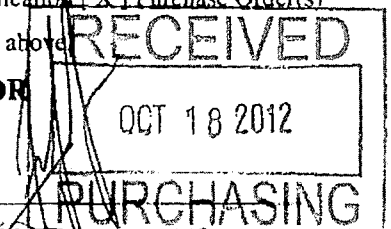
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above

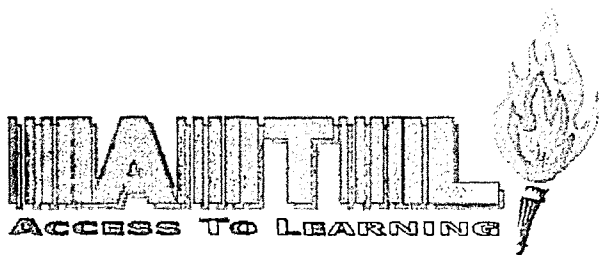
DISTRICT

By: Terry Fluent
 Name: Terry Fluent
 Title: Director, Purchasing
 Board Approval Date: 11/14/12

CONTRACTOR

Signature: _____
 Name: FELIX TREVINO EXECUTIVE DIRECTOR
 Title: ACCESS TO LEARNING
 Address: 38713 Tierra Subida #234
PALMDALE, CA 93551
 Email Address: F.TREVINO@TUTORINGACCESS.CO
 FEIN/SSN: 27-2262343





38713 Tierra Subida #200-234
Palmdale, CA 93551

Toll Free 888.897.9987 FAX 800.665.8023

www.tutoringaccess.com

FEE SCHEDULE MORENO VALLEY UNIFIED SCHOOL DISTRICT

FEATURES/HIGHLIGHTS ACCESS TO LEARNING (ATL)

Model(s)	1-on-1	Small Group
Subjects	ELA/Math	ELA/Math
Schedule	7 days a week	
Locations	Home, public library, community center or school site (if available)	
Student Population	ELL/SWD ALL ACHIEVEMENT LEVELS	
Hourly Rate	\$45.00	\$45.00

FEE SCHEDULE

Tutoring	Fee
In-home	\$45.00
Small Group	\$45.00

"Igniting the Torch of Knowledge"

**AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213133**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

ACCESS TO LEARNING

Independent Contractor Agreement No. ICA 1213133 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Independent Contractor Agreement No. ICA 1213133 shall be amended to \$14,977.74 for additional services requested by the District.

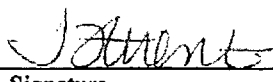
Except as set forth in this Amendment, and Board approved on November 14, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Access to Learning

By: 
Signature

By: 
Signature

Terry Fluent

Felix Trevino

Print Name

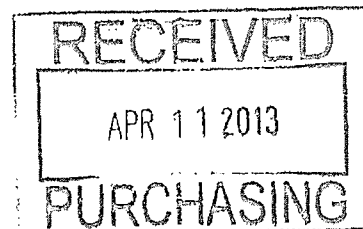
Director, Purchasing

Executive Director

Title

Date: 4/15/13

Date: 4/11/13



**AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213153**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PROFESSIONAL TUTORS OF AMERICA

Independent Contractor Agreement No. ICA 1213153 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Independent contractor Agreement No. ICA 1213153 shall be amended to \$32,449.86 for additional services requested by the District.

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

DISTRICT

CONSULTANT

Capistrano Unified School District

Professional Tutors of America

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 11/15/2012, 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").

PROFESSIONAL TUTORS OF AMERICA, 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 \$27,701.10 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this base Agreement is for one year commencing 11/15/2012-11/14/2013 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.

[X] General Conditions [] Special Conditions [X] Required Documents and Certifications [X] Purchase Order(s)

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: 11/14/12

CONTRACTOR OCT 17 2012

Signature: Robert Harraka

Name: Robert Harraka

Title: CEO

Address: 3350 E. Birch St, Suite 108

Brea, CA 92821

Email Address: Robert@professional tutors.com

FEIN/SSN: 33-0015574

SES Program Information 2012-2013

Provider: **Professional Tutors of America, Inc.**
Address: **3350 E. Birch Street, Suite 108, Brea, CA 92821**
Contact Person: **Robert Harraka**
Phone: **(800) 832-2487**
Fax: **(714) 671-1887**
E-mail: **Robert@professionaltutors.com**

1. Give a brief description (a paragraph) that can be sent to parents regarding the types of services your company can provide to students.

We provide individualized tutoring instruction (always One-to-One) in math, reading, English language arts or science. We serve students in all grade levels (from K-12th grade). Tutoring is done at the student's home or at a local library, whichever the parent prefers. We test each student to determine his/her strengths and weaknesses, and then develop a learning plan and objectives. The tutoring lessons focus on these objectives, providing maximum results. We have Spanish-speaking tutors and staff available. We have been providing one-to-one tutoring for 29 years, and one-to-one tutoring is proven to be the most effective method of learning. Our teachers are all college graduates, and most of them have had teaching experience in either public or private schools. We have a strong, proven record with over 250 school districts, improving academic skills, motivating students, and building self-confidence.

Proporcionamos la instrucción individualizada (Siempre Enseñamos Uno-a-Uno) en matemáticas, lectura, artes de lengua, o ciencia. Servimos a estudiantes en todos los niveles de grado (de grado de K-12th). El curso particular se hace en el hogar del estudiante o en una biblioteca local, dependiendo de la preferencia del padre. Probamos a cada estudiante para determinar sus fuerzas y debilidades, y después desarrollamos un plan de aprendizaje y objetivos. Las lecciones del curso particular se centran en estos objetivos, proporcionando resultados máximos. Tenemos profesores particulares y personales disponibles que hablan español. Hemos estado proporcionando el curso particular por 29 años, que ha demostrado ser el método más efecto de aprendizaje. Nuestros profesores son graduados de la universidad, y la mayor parte han tenido experiencia de enseñanza en escuelas privadas o públicas. Tenemos un expediente fuerte, probado con 250 distritos escolares, mejorando las habilidades académicas, motivando estudiantes, y construyendo confianza en si mismo.

2. Cost(s) associated with your program (hourly rate): **\$68.00 per hour for One-to-One tutoring**
3. Location of services: **Student's home, or the local library—parent's choice.**

**AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213153**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PROFESSIONAL TUTORS OF AMERICA, INC

Independent Contractor Agreement No. ICA 1213153 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Independent Contractor Agreement No. ICA 1213153 shall be amended to \$31,658.40 for additional services requested by the District.


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


DISTRICT

CONSULTANT

Capistrano Unified School District

Professional Tutors of America, Inc.

By: 
Signature

By: 
Signature

Terry Fluent

ROBERT HALLAMA

Print Name

Director, Purchasing

CEO

Title

Date: 4/15/13

Date: 4/1/13



**AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213193**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

EAGLE SOFTWARE

Independent Contractor Agreement No. ICA 1213193 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Independent contractor Agreement No. ICA 1213193 shall be amended to \$2,500 for additional services requested by the District.

Except as set forth in this Amendment, and Board approved on April 24, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Eagle Software

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 4/25/13, 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").

EAGLE SOFTWARE

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 \$2,400.00 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 4/25/13-4/24/14 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

By: Terry Fluent
 Name: Terry Fluent
 Title: Director, Purchasing
 Board Approval Date: 4/24/13

CONTRACTOR

Signature: Brent Lloyd
 Name: Brent Lloyd
 Title: Vice President, Eagle Software
 Address: 1065 N. Pacific Center Dr., Ste. 400
Anaheim, CA 92806
 Email Address: brent@aeries.com
 FEIN/SSN: 33-0427993

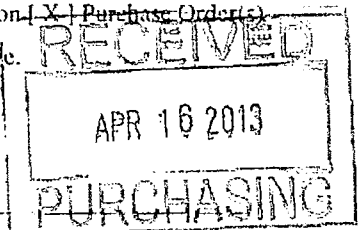


EXHIBIT A

FEE SCHEDULE

Eagle Software
Chuck Berridge
1065 N. Pacificcenter Drive, Suite 400
Anaheim, CA 92806
(888) 487-7555
Fax (714) 632-1567
brent@aeries.com

Aeries training as follows:

The trainer will present a full-day class on the theory and practice of scheduling students into classes for next school year. Collecting and entering course requests, entering the master schedule, scheduling students, and printing reports are included.

Cost

Aeries training is \$1,200 per trainer per day plus the trainer's travel expenses and will be billed after the training is complete. For an Orange County district with a trainer who lives in the county, we suggest estimating \$45 for mileage and \$10 for lunch.

Signature Brent Lloyd Date 4/3/2013

Brent Lloyd, Vice-President, Eagle Software

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. 3 PSA 1213034**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

LEISURE CARE REFERRAL AGENCY, INC.

Professional Services Agreement No. PSA 1213034 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Professional Services Agreement No. PSA 1213034 shall be amended to \$19,430 for additional services requested by the District.

Except as set forth in this Amendment, and Board approved on June 11, 2012 all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Leisure Care Referral Agency, Inc.

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of 6/12/12, 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").

LEISURE CARE REFERRAL AGENCY 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 \$8,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of 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: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 6/11/12

CONSULTANT

Signature: Trevor L. Blackman

Name: TREVOR L. BLACKMAN

Title: PRESIDENT

Address: 30131 Town Center Drive #205

Laguna Niguel, CA 92677

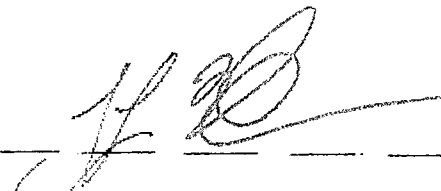
Email Address: trevor@lc.homecare.com

FEIN/SSN 45-4788136

EXHIBIT A
FEE SCHEDULE

Leisure Care Referral Agency, Inc.
30131 Town Center Drive, #205
Laguna Niguel, CA 92677
(949) 363-7401
trevor@lchomecare.com

Licensed Vocational Nurse (LVN)- \$38.00

Signature  Date 5/21/12

Typed or Printed Name TREVOR L. BLACKANN

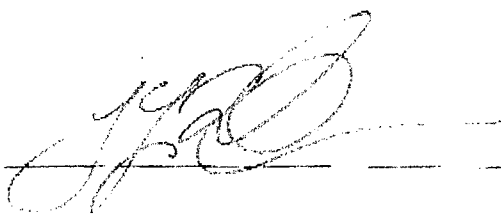
SPECIAL CONDITIONS

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 complete 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: _____

5/21/12

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213034

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

LEISURE CARE REFERRAL AGENCY, INC.

Professional Services Agreement No. PSA No. 1213034 called for services to be rendered at the rates shown in the agreement.

The contract with Leisure Care Referral Agency, Inc. shall be amended to reflect the negotiated reduced rates as shown in Exhibit A to this amendment.

Except as set forth in this Amendment, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Leisure Care Referral Agency, Inc.

By: Terry Fluert
Signature

By: Trevor L. Blackann
Signature

Terry Fluert

TREVOR L. BLACKANN
Print Name

Director, Purchasing

PRESIDENT
Title

Date: 6/22/12

Date: 6/20/12

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213034

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

LEISURE CARE REFERRAL AGENCY, INC.

Professional Services Agreement No. PSA 1213034 called for services to be rendered at the rates shown in the agreement.

The "Not to Exceed" amount on Professional Services Agreement No. PSA 1213034 shall be amended to \$11,230.00 for additional services requested by the District.

Except as set forth in this Amendment, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect

DISTRICT

CONSULTANT

Capistrano Unified School District

Leisure Care Referral Agency, Inc.

By: Terry Fluett
Signature

By: TERRY L. BLACKMAN
Signature

Terry Fluett
Print Name

TERRY L. BLACKMAN
Print Name

Director, Purchasing
Title

REPRESENTATIVE
Title

Date: 11/20/12

Date: 11/20/12

EXHIBIT A

FEE SCHEDULE

The LCNR Inc., dba Leisure Care
30131 Town Center Drive, #205
Laguna Niguel, CA 92677
(949)363-7401

Licensed Vocational Nurse (LVN) - \$35.00


By:  Date: 6/20/12

Exhibit A

**AMENDMENT TO MASTER CONTRACT AGREEMENT
NO. PSA 1213119**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

STEPPING STONES SPEECH PATHOLOGY

Professional Services Agreement No. PSA 1213119 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Professional Services Agreement No. PSA 1213119 shall be amended to \$148,080 for additional services requested by the District.

Except as set forth in this Amendment, and Board approved on September 24, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Stepping Stones Speech Pathology

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

**PROFESSIONAL SERVICES AGREEMENT**

This Agreement for Professional Services ("**Agreement**") is effective as of 9-25-12 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").

STEPPING STONES SPEECH PATHOLOGY

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 \$72,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this base Agreement is for one year commencing 9/25/12-9/24/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of 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: 9/24/12

CONSULTANT

Signature: _____

Name: Kristin K. Schultz

Title: Speech Pathologist

Address: 17109 Micasal

Irvine, CA 92620

Email Address: kristinkarslp@gmail.com

FEIN/SSN: 568-91-0136

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.

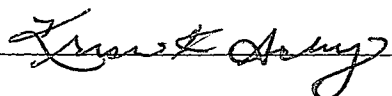
By:  Date: 2/24/12

Exhibit A

Fee Schedule

Stepping Stones Speech Pathology

Kristin K. Schultz, MA-SLP, CCC
Director / Speech Language Pathologist
17109 Mirasol
Irvine, CA 92620
(714)349-7187
Kristinkarslp@gmail.com

Hourly rate \$90.00

By: *Kristin Schultz* Date: 9/24/12

AMENDMENT TO MASTER CONTRACT AGREEMENT
NO. PSA 1213119

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

STEPPING STONES SPEECH PATHOLOGY

Professional Services Agreement No. PSA 1213119 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Professional Services Agreement No. PSA 1213119 shall be amended to \$134,580 for additional services requested by the District.

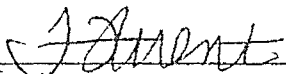
Except as set forth in this Amendment, and Board approved on September 24, 2012, all other terms of the contract remain in full force and effect.


DISTRICT

CONSULTANT

Capistrano Unified School District

Stepping Stones Speech Pathology

By: 
Signature

By: 
Signature

Terry Fluent

Kristin Schultz
Print Name

Director, Purchasing

Director/Speech Pathologist
Title

Date: 12/17/12

Date: 11/26/12

Exhibit A

Fee Schedule

Stepping Stones Speech Pathology

Kristin K. Schultz, MA-SLP, CCC
Director / speech Language Pathologist
17109 Mirasol
Irvine, CA 92620
(714)349-7187
Kristinkarslp@gmail.com

SLPA Contracted
Hourly rate \$60.00

By: _____ Date: _____

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213185**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

EDUCATIONAL TESTING AND ASSESSMENT INC.

Professional Services Agreement No. PSA 1213185 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Professional Services Agreement No. 1213185 shall be amended to \$10,000 for additional services requested by the District.

Except as set forth in this Amendment, and Board approved on March 27, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Educational Testing and Assessment Inc.

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of 3/28/13 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").

EDUCATIONAL TESTING AND ASSESSMENT, 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 \$6,000.00 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 3/28/13-3/27/14 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 _____

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: _____

EXHIBIT A

EDUCATIONAL TESTING AND ASSESSMENT, INC.

Dr. Chris Davidson

Licensed Educational Psychologist 2138

714-840-8625 (Office) 714-840-9186 (Fax)

www.Drdauidson.com, Drchrisd@aol.com

SERVICE AND FEE SCHEDULE

2012-2013

EDUCATIONAL TESTING AND ASSESSMENT, INC., Licensed Educational Psychologist SERVICES and FEE SCHEDULE	
Comprehensive Review of Records, 2-3 Testing Sessions, School or Home Observation, Goals, Recommendations, Report and One I.E.P. Attendance	\$ 4500.00
I.E.P. Attendance Including Travel Time.....	\$ 150.00 dollars per hour, Minimum 2 hours

By: _____ Date: _____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of June 13, 2013 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").

MITCHEL D. PERLMAN PH.D INCORPORATED

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 \$6,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing May 1, 2013 to April 30, 2014 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

Mitchel D. Perlman PhD, Inc.
2430 Palermo Drive
San Diego, CA 92106
(619)255-5566
drMitch@drMitch.com

Psychoeducational evaluation

\$175.00 per hour for Psychoeducational assessments, report writing, discussion of results, collaboration/consultation with other professional, telephone calls, IEP attendance.

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: _____



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of June 13, 2013, 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").

ACTIVE LEARNING

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 \$1050.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing May 3, 2013 to April 30, 2014 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.

[X] General Conditions [] Special Conditions [X] Required Documents and Certification [X] 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 _____

Mar, Araceli

From: Janeth Lozano [jlozano@ymcaoc.org]
Sent: Friday, April 05, 2013 11:20 AM
To: Mar, Araceli
Subject: Active Learning class

Hello Araceli,

I spoke to Mrs. Pule regarding a dance course we will be having for our students, she approve the price and the program she said to talk to you so we could make a PR ASAP. This is the information I have regarding the program, PLEASE LET ME KNOW IF YOU NEED ANY ADDITIONAL INFORMATION.....

Price \$1,050.00
Hiba Shublak
CEO/Founder
Active Learning
Ph. 714.717.4534
www.activelearningusa.org
Creative Movement & Dance Education
THANKS.....

Janeth Lozano
San Juan ASES Director
BEACH CITIES YMCA
(Ph) 949-496-7514
(E) jlozano@ymcaoc.org (W) ymcaoc.org

The Y: We're for youth development, healthy living and social responsibility.

This email and any files with it are confidential and intended solely for the use of the individual or entity to which they are addressed. If you have received this email in error please notify the system manager. Please note that any views or opinions



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of June 13, 2013, 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").

THE ECOLOGY CENTER

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 \$600.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing June 3, 2013 to June 2, 2014 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.

[X] General Conditions [] Special Conditions [X] Required Documents and Certification [X] 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 _____

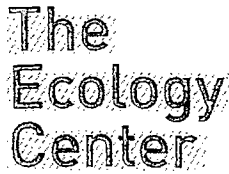
Name: _____

Title: _____

Address _____

Email Address: _____

FEIN/SSN _____



949.443.4223 v
949.443.4249 f
info@theecologycenter.org
32701 Alipaz St.
San Juan Capistrano
California, 92675
theecologycenter.org

Eco-Labs Field Trip / Invoice #0028

Tuesday, May 7, 2013

Attn: Liz Lightner, LLightner@capousd.org

We are looking forward to visiting your 1st grade class at Malcom Elementary School for an all-rotation garden activity on Monday, June 3, 2013. To confirm your visit on our schedule, please send your deposit of \$100 by cash, check, or credit card as soon as possible to:

The Ecology Center
32701 Alipaz St.
San Juan Capistrano, CA

Your remaining balance is: **\$500**. This amount is due before or on your arrival, payable by cash, check, or credit card.

Please confirm your group visit details below:

Date/Time: Monday, June 3, 2013 / Time: TBA

Engagement Type: Off-Site Garden Workshop

Group Size/ Name: Malcom Elementary School/ 1st Grade

Price: 143 Kids @ \$4 each + \$28 materials fee = TOTAL \$600

Booking, Payment, and Cancellations

Reservations must be made at least two weeks in advance of your scheduled date. In order to schedule a field trip, a \$100 deposit is required. Final payments are accepted by cash, check, or credit card before or upon arrival. Any cancellations must be made more than 7 business days of the scheduled date to refund your deposit.

Thank you!

Sincerely,

Meg Hiesinger, Ph.D.

Education Programs

1 AGREEMENT FOR PROVISION OF
2 EDUCATIONALLY RELATED MENTAL HEALTH SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 CAPISTRANO UNIFIED SCHOOL DISTRICT
7 JULY 1, 2013 THROUGH JUNE 30, 2014
8

9 THIS AGREEMENT is entered into this 1st day of July 2013, which date is enumerated for
10 purposes of reference only, is by and between the County of Orange ("COUNTY") and the
11 CAPISTRANO SELPA Special Education Local Plan Area and CAPISTRANO UNIFIED SCHOOL
12 DISTRICT (collectively "SELPA" or "DISTRICT") (collectively "PARTIES") with respect to the
13 provision of Educationally-Related Mental Health Services. For purposes of this Agreement,
14 Educationally-Related Mental Health Services shall have the same meaning as listed in Exhibits A and
15 B. This Agreement shall be administered by the ORANGE COUNTY Health Care Agency
16 ("ADMINISTRATOR").
17

18 **RECITALS**

19 WHEREAS, the IDEA requires local educational agencies ("LEA"), including DISTRICT, to
20 provide a free, appropriate public education ("FAPE") to eligible students with disabilities residing
21 within its boundaries, and requires the provision of related services⁷, including psychological services,
22 social work services, and counseling services, as required to assist a child with a disability to benefit
23 from special education;
24

25 WHEREAS, the 2011-2012 California Budget Act repealed parts of Chapter 26.5, Division 7, Title I
26 of the Government Code which shifted the responsibility for providing Educationally Related Mental
27 Health Services, including out-of-home residential services, from county mental health departments and
28 county welfare departments to school districts.
29

30 WHEREAS, under State law, the COUNTY is obligated to provide medically necessary mental
31 health services to eligible individuals under their Medi-Cal health plan, including seriously emotionally
32 disturbed children in Orange County, who have qualifying mental health needs.
33

34 //

35 //

36 //

37 ⁷ For the purposes of this agreement, "related services" includes services also referred to as Educationally Related Mental Health Services, but does not include Medication Management..

1 WHEREAS, by this Agreement, DISTRICT ensures that Proposition 98, fiscal year 2013-2014 State
2 Budget Act funds, and IDEA funds are utilized so that special education pupils residing in the
3 DISTRICT continue to be identified, assessed, and provided with Educationally Related Mental Health
4 Services required by the IDEA;

5
6 WHEREAS, both the COUNTY and LEAs are interested in cost containment and the accuracy and
7 transparency of invoicing for services;

8
9 WHEREAS, the Orange County Department of Education ("OCDE"), SELPAs, local school
10 districts and COUNTY have a long history of working cooperatively to serve special education students
11 and wish to continue that cooperative partnership under this Agreement.

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OPERATIVE PRINCIPLES

A. Accordingly, and in light of the foregoing recitals, the Parties agree that this Agreement is to be implemented, interpreted, and viewed in light of the following Operative Principles:

1. DISTRICT is responsible under the IDEA for the provision of FAPE to eligible students, pursuant to 20 U.S.C. § 1401 (26), 34 C.F.R. § 300.34., and COUNTY is obligated under State law, to provide mental health services to eligible Medi-Cal beneficiaries in Orange County.

2. There is no federal IDEA obligation or state law obligation on the COUNTY to provide FAPE, and there is no federal or state law obligation for DISTRICT to provide mental health services that are not educationally related, and this Agreement is not intended to create any such obligations. This Agreement is not intended to make the COUNTY a "public agency" within the meaning of IDEA and/or subject to the IDEA's dispute resolution provisions.

3. Absent reinstatement of and appropriation of funding by the State for AB 3632 services, there is no statutory mandate on the COUNTY to provide AB 3632 services or on the DISTRICT to refer students to the COUNTY for mental health assessments and services under AB 3632.

4. The payment of funds to the COUNTY, as outlined in this Agreement, for provision of Educationally-Related Mental Health Services for special education pupils does not create a statutory obligation on the COUNTY to provide FAPE, and the COUNTY is not otherwise required to provide Educationally-Related Mental Health Services, except to the extent State law provides for the provision of the same or similar mental health services to the same or similar students.

B. NOW, THEREFORE, based on foregoing recitals, Operative Principles, and other mutual considerations and promises herein, the Parties agree as follows:

1. DISTRICT'S Provision of FAPE: It is understood and agreed the DISTRICT has the right and obligation under IDEA to determine Educationally-Related Mental Health Services needed for an eligible student to receive FAPE. The COUNTY will provide to the DISTRICT's designated students the services detailed in Exhibit A and/or Exhibit B for fiscal year 2013-2014 and pursuant to this Agreement only. DISTRICT may use the COUNTY to provide Educationally-Related Mental Health Services or may independently, or through a third party vendor, provide for Educationally-Related Mental Health Services. DISTRICT shall bear the costs of and pay the COUNTY for the provision of Educationally-Related Mental Health Services provided, in accordance with this Agreement, to DISTRICT students; the COUNTY will not bill DISTRICT to the extent that any such services are paid for by other State or federal funding sources, specifically Medi-Cal and EPSDT.

2. Funding and Reimbursement: To the extent legally permissible, the COUNTY will identify and use Medi-Cal, Early and Periodic Screening, Diagnosis, and Treatment ("EPSDT"), and any other state or federal funding sources designated for the provision of specialty mental health services to children who may also qualify for services under the IDEA in providing Educationally-Related Mental Health Services under this Agreement. DISTRICT will reimburse the COUNTY for any costs incurred in providing educationally necessary mental health assessments and services to students hereunder

1 which exceeds alternate funding, or for Medi-Cal eligible students that do not meet medical necessity for
2 specialty mental health services.

3 3. Cooperation in Administrative Proceedings: Although the COUNTY will not be named by
4 the DISTRICT as a party to due process proceedings under the IDEA's procedural safeguards, the
5 COUNTY agrees to cooperate with the DISTRICT/SELPA for all administrative or other legal
6 proceedings involving special education students receiving services from the COUNTY pursuant to this
7 Agreement. The COUNTY will ensure that relevant staff are available, when possible, and will provide
8 copies of source documents related to services provided under terms of this Agreement to the extent
9 permitted by law with appropriate written permissions from parents/guardians. COUNTY staff will bill
10 time under the case management rate.

11 4. Referrals and Assessment Reports:

12 a. DISTRICT may refer students, as determined by the DISTRICT, with suspected
13 educationally-related mental health needs arising from a qualifying IDEA disability to the COUNTY for
14 mental health assessment within ten days of DISTRICT's receipt of signed consent from the
15 parent/guardian, and the COUNTY will process and complete the assessment within the IDEA timeline.
16 If DISTRICT does not forward the referral information within ten days of receipt of written consent (not
17 counting days between the pupil's regular school sessions, terms, or days of school vacation in excess of
18 five schooldays) from the parent/guardian, COUNTY has the option of requesting an extension of the
19 timeline. DISTRICT will provide a "Referral Packet" that includes a statement of the student's
20 problems, all necessary assessment reports, background information, signed consents and releases, and
21 any other relevant information as set forth in the IDEA and California Education Code.

22 b. The COUNTY will attend related Individual Education Program ("IEP") meetings if
23 requested by DISTRICT.

24 c. For services provided under Exhibit A, the COUNTY's assessment will result in a
25 report that will include recommendations for specific mental health services or no mental health
26 services, and the assessment report will be submitted to the DISTRICT within a minimum of three (3)
27 working days prior to the IEP. Such recommendations will only be advisory to and not otherwise
28 binding upon the DISTRICT.

29 d. For services provided under Exhibit B, the COUNTY's assessment will result in a
30 report that recommends either placement in a residential treatment facility or other mental health
31 services as appropriate, and the assessment report will be submitted to the DISTRICT within a minimum
32 of three working days prior to the IEP. COUNTY's recommendations will only be advisory to, and not
33 otherwise binding upon, the DISTRICT.

34 5. HCA's Provision of Services:

35 a. Educationally-Related Mental Health Services for eligible students, as referenced in this
36 AGREEMENT, are defined in Exhibits A and B of this Agreement.

37 //

1 b. As part of this Agreement, each district may select a package of services from both
2 Exhibit A and Exhibit B, or, from either Exhibit A or Exhibit B. The services described in Exhibit A
3 and/or Exhibit B will be provided as needed for eligible children with qualifying disabilities, as defined
4 under the IDEA, in paragraph (3) of Section 1401 of Title 20 of the United States Code. Services
5 provided by the COUNTY under this Agreement will be dependent upon the Exhibit(s) selected by the
6 DISTRICT. DISTRICT must make its selection by marking the box or boxes below, indicating which
7 mental health services the DISTRICT wishes the COUNTY to provide as part of this Agreement:

8 1) ☒ EXHIBIT A: Outpatient Services (for students not placed residentially)

9 2) ☒ EXHIBIT B: Residential Placement Services

10 c. The COUNTY will provide Educationally-Related Mental Health Services listed in
11 Exhibit A and/or Exhibit B as long as the student remains enrolled in a school district that has entered
12 into this Agreement for such services. In cases where a student is identified as being no longer enrolled
13 in the school district that has entered into this Agreement, such services will be transferred to the new
14 school district of responsibility. Examples of these types of cases may include, but are not limited to,
15 the following: a student who matriculates to another school district that has not entered into this
16 Agreement, a student who changes residence, a student that discharges from residential placement (and
17 requires a service that is not included as part of this Agreement), or a student who remains in residential
18 placement but matriculates into another school district that has not entered into this Agreement.

19 1) A minimum of one therapeutic termination session may be needed for each student
20 that moves to a school district that has not entered into this Agreement, as well as case management
21 services to link the parent to the new district representative handling the IEP related mental health
22 services.

23 2) DISTRICT will inform the COUNTY in a timely manner, and by means of written
24 or electronic notification, that a student has graduated, matriculated out of the DISTRICT, or moved to
25 another district. DISTRICT will also inform the COUNTY in a timely manner when Educationally-
26 Related Mental Health Services are removed or dropped from the student's IEP. Failure of DISTRICT
27 to provide evidence to the COUNTY of either written or electronic notification of the student's
28 graduation, matriculation, termination of services from the IEP and/or move shall make DISTRICT of
29 origin responsible for costs of all services provided up to the day of notification. Notification shall be
30 sent to CYS Administration and the appropriate Service Chief.

31 d. The COUNTY agrees to provide monthly "Student by School District" Reports to
32 DISTRICT via the SELPA to review and validate that HCA's Integrated Records Information System
33 ("IRIS") has eligible students documented in the correct district of residence, per the most current IEP
34 found in the county mental health record. These reports will be delivered to SELPAs via secured e-mail
35 approximately twenty-one (21) days from the last day of the month. SELPAs/DISTRICTS will have
36 approximately fourteen (14) days to submit corrections to HCA's designated staff member.

37 //

e. The COUNTY agrees to provide two "IEP Related Service Detail" reports to DISTRICT via the SELPA which provide detail of units of service and covered mental health services provided to eligible students. The first report will be delivered via secured e-mail by February 1, 2014 (covering services from July 1, 2013 through December 31, 2013), and the second report will be delivered by August 1, 2014 (covering services from January 1, 2014 through June 30, 2014).

f. Funding and/or reimbursement received by the COUNTY, from sources other than DISTRICT, for Educationally-Related Mental Health Services will offset any amount DISTRICT is required to fund under this Agreement. The accounting of expenditures to DISTRICT will reflect the cost of services and the units of service billed to Medi-Cal and EPSDT.

g. The COUNTY shall bill DISTRICT for services based on invoices that itemize the service function code, units of services and rate per unit. The rate per unit is as follows:

1) Case Management (Outpatient): \$3.62/minute

2) Collateral Services, Assessment, Individual Therapy, and Group Therapy (Outpatient): \$4.67/minute

3) For Placement Services provided to clients in Out-of-State Group Homes, DISTRICT shall reimburse the COUNTY for time spent involved with activities noted in Exhibit B at the case management rate of \$3.62 a minute and will include a pro-rated share of travel costs that will include car rental and fuel, airfare, lodging, and meals.

h. Medication management is not a service included in this Agreement.

i. If there are any billing errors, the costs will be revised through a reconciliation process.

j. For each service provided, as described in Exhibits A and B, documentation time and travel time (when necessary to gain access to student) will be included in the claim for that service, but broken out in the monthly report. The County shall bill the District for documentation and travel time at the case management rate.

6. Residential Placement: The COUNTY will make recommendations directly to DISTRICT for students appearing to need residential placement prior to the IEP meeting. The COUNTY's recommendation will be advisory. The COUNTY's report will be given to DISTRICT a minimum of three (3) working days prior to the IEP. The DISTRICT will review the report with parents at the IEP meeting. The COUNTY report will be considered an educational record as federal and state laws allow. DISTRICT will be responsible for making all payments to residential treatment facilities for the board and care, education, and educationally related mental health treatment costs of students placed from their DISTRICT.

7. Reimbursement of Educationally-Related Mental Health Services: DISTRICT will provide reimbursement to the COUNTY for the provision of Educationally-Related Mental Health Services, as outlined in Exhibits A and/or B, at the rates listed in Subparagraph 5.g, above.

//

//

1 a. DISTRICT will reimburse the COUNTY for Costs within forty-five (45) days of receipt
2 of submitted claims (as set forth more specifically in paragraph 8 below) subject to review by the School
3 District.

4 b. The COUNTY agrees that their billing system will clearly set forth the name of the
5 student, date of birth, the school district of residence, the dates and times of services provided and a
6 description of the services that is satisfactory to DISTRICT.

7 c. The COUNTY agrees to quickly resolve all billing disputes. Proof of the correction of
8 billing disputes shall be provided to DISTRICT within thirty (30) days. Proof of the correction will be
9 set forth in a written document listing the corrections and provided to DISTRICT within 30 days.

10 d. The COUNTY agrees to provide copies of audits performed by State or other regulatory
11 entities under which it operates related to claims for reimbursement of Educationally Related Mental
12 Health Services, upon a request made by the Orange County Department of Education. To the extent
13 permitted by law, audit results will be kept confidential among the parties to this Agreement.

14 8. Submission of Claims:

15 a. The COUNTY will submit a claim for services under this Agreement quarterly, within
16 thirty days of the end of each quarter, using the state fiscal year of July through June. The claim shall
17 include a detailed report of cost of services provided to each district's student(s). This report will
18 include information from those Encounter Documents (ED) entered into the COUNTY'S Integrated
19 Records and Information System (IRIS) at the time the report is generated. DISTRICT shall reimburse
20 the COUNTY, at the agreed to rate, for all costs incurred in providing Educationally-Related Mental
21 Health Services which are not reimbursed by other funding sources. Payment must be received within
22 forty-five days of the claim.

23 b. The COUNTY will provide a final reconciliation to DISTRICT by December 1, 2014 or
24 sooner if possible.

25 c. The COUNTY quarterly claims will be mailed to DISTRICT at the following address:

27 Capistrano Unified School District	Capistrano SELPA
28 33122 Valle Road	33122 Valle Road
29 San Juan Capistrano, CA 92675	San Juan Capistrano, CA 92675

31 d. Checks should be mailed to COUNTY at the following address:

32 CEO Treasurer Unit
33 Attn: HCA School District Reimbursement
34 P.O. Box 4005
35 Santa Ana, CA 92702-4005

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1 9. Mailing of Reports: Monthly and semi-annual service reports will be mailed to DISTRICT
2 and SELPA at the following address:

3		
4	Capistrano Unified School District	Capistrano SELPA
5	33122 Valle Road	33122 Valle Road
6	San Juan Capistrano, CA 92675	San Juan Capistrano, CA 92675
7		

8 10. Privacy: The COUNTY and SELPA acknowledge the protections afforded to student health
9 information under regulations adopted pursuant to the Health Insurance Portability and Accountability
10 Act of 1996 (HIPAA), Pub. L. No. 14-109, students records under the Family Educational Rights and
11 Privacy Act (FERPA), 20 USC Section 1232g; and under provisions of state law relating to privacy of
12 student information. The COUNTY and DISTRICT shall ensure that all activities and communications
13 undertaken under this Agreement will conform to the requirements of these laws.

14 11. Modification: This Agreement shall not be modified or amended without the mutual
15 written consent of the Parties.

16 12. Integration: This Agreement represents the entire understanding of SELPA/DISTRICT and
17 the COUNTY as to those matters contained herein, and supersedes and cancels any prior oral or written
18 understanding, promises or representations with respect to those matters covered hereunder. This
19 Agreement may not be modified or altered except in writing and signed by both Parties hereto. This is
20 an integrated Agreement.

21 13. Indemnity:

22 a. The COUNTY and DISTRICT shall each defend, hold harmless and indemnify the
23 other party, its governing board, officers, administrators, agents, employees, independent contractors,
24 subcontractors, consultants, and other representatives from and against any and all liabilities, claims,
25 demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and
26 including but not limited to consequential damages, loss of use, extra expense, cost of facilities, death,
27 sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from
28 or connected with its service hereunder, that arise out of or result from, in whole or in part, the negligent,
29 wrongful or willful acts or omissions of the indemnifying party, its employees, agents, subcontractors,
30 independent contractors, consultants, or other representatives.

31 b. This indemnity provision shall survive the term of this Agreement and is in addition to
32 any other rights or remedies that the COUNTY or DISTRICT may have under law and/or this
33 Agreement.

34 14. Laws and Venue: This Agreement shall be interpreted in accordance with the laws of the
35 State of California. If any action is brought to interpret or enforce any term of this Agreement, the action
36 shall be brought in a state or federal court situated in the County of Orange, State of California, unless
37 otherwise specifically provided for under California law.

1 15. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or
2 benefits to anyone other than DISTRICT and the COUNTY.

3 16. Severability: The unenforceability, invalidity or illegality of any provision(s) of this
4 Agreement shall not render the other provisions unenforceable, invalid, or illegal.

5 17. Term: This Agreement shall cover the period of July 1, 2013 through June 30, 2014.

6 18. Termination: Either party may terminate this Agreement, without cause, upon thirty (30)
7 days written notice given to the other party.

8 19. Dispute Resolution: The COUNTY and DISTRICT agree that resolution of disputes on the
9 implementation of this Agreement will be initially conducted through collaborative efforts between the
10 Parties. In the event a collaborative resolution cannot be achieved, the Parties agree that Title 5 of the
11 California Code of Regulations at §4600, et seq. relating to "Uniform Complaint Procedures" will be
12 applied.

13 20. Default; Force Majeure:

14 a. Neither party shall be deemed to be in default of the terms of this Agreement if either
15 party is prevented from performing its terms by causes beyond its control, including without being
16 limited to: acts of God; any laws and/or regulations of State or Federal government; or any catastrophe
17 resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of
18 the stated contingencies occur, the party delayed by force majeure shall immediately give the other
19 parties written notice of the cause for delay. The party delayed by force majeure shall use reasonable
20 diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is
21 corrected, the party delayed shall immediately give the other parties written notice thereof and shall
22 resume performance of the terms of this Agreement.

23 b. Neither party shall be liable for any excess costs if the failure to perform the Agreement
24 arises from any of the contingencies listed above./

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1 IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly
2 authorized officers in the County of Orange, California.

3
4 CAPISTRANO UNIFIED SCHOOL DISTRICT

5
6 BY: _____ DATED: June 12, 2013

7 Clark D. Hampton
8 TITLE: Deputy Superintendent, Business and Support Services
9 _____

10
11 COUNTY OF ORANGE

12
13
14 BY: _____ DATED: _____

15 HEALTH CARE AGENCY
16
17
18

19 APPROVED AS TO FORM
20 OFFICE OF THE COUNTY COUNSEL
21 ORANGE COUNTY, CALIFORNIA
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23

24 BY: _____ DATED: _____

25 DEPUTY
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EXHIBIT A
TO AGREEMENT FOR PROVISION OF
EDUCATIONALLY RELATED MENTAL HEALTH SERVICES
BETWEEN
COUNTY OF ORANGE
AND
CAPISTRANO UNIFIED SCHOOL DISTRICT
JULY 1, 2013 THROUGH JUNE 30, 2014

DESCRIPTION OF OUTPATIENT SERVICES TO BE PERFORMED BY THE COUNTY

Outpatient Services are defined as follows:

A. Assessment:

1. Initial Assessment/Re-Assessment Services: This includes, but is not limited to, clinical analysis of the pertinent history related to the current status of the student's mental, emotional, or behavior condition; interviews with significant persons in the student's life; interview(s) with student (when possible); and consultation with school district personnel.

2. Annual Assessments: This consists of re-assessments required to re-assess a student to determine eligibility for mental health services under the IDEA and/or to determine the appropriate composition of such services (for students that have Medi-Cal as a health plan only).

3. Assessment Updates: This includes six (6)-month updates for documentation purposes and chart review (for students that have Medi-Cal as a health plan only).

B. Mental Health Services – Mental Health Services⁸ shall include:

1. Individual Therapy: Individual Therapy includes those therapeutic interventions consistent with the student's IEP mental health goals that focus primarily on symptom reduction as a means to improve functional impairments. Individual Therapy is usually delivered to an individual, face-to-face without any other person or family member present.

2. Group Therapy: Group Therapy includes those therapeutic interventions for more than one student that focuses primarily on addressing the student's mental health goals and symptom reduction as a means to improve functional impairments.

3. Collateral Services: Collateral Services consists of contact with one or more significant support persons in the life of the student which are determined by student's IEP team to be necessary to address the student's IEP mental health goals and which may include consultation and training to assist in better utilization of services and understanding mental illness. Collateral services include, but are not limited to, helping significant support persons to understand and accept the student's condition and

⁸ Mental Health Services include driving time if service is provided offsite from clinic.

1 involving them in service planning and implementation of service plan(s). Family counseling or therapy
2 which is provided on behalf of the student is considered collateral.

3 4. Family Therapy: Family Therapy consists of contact with the student and one or more
4 family members and/or significant support persons that address a student's IEP mental health goals.
5 Services shall focus on the care and management of the student's mental health conditions within the
6 family system.

7 D. Case Management – Case Management Services are activities that are provided by staff to
8 access medical, educational, social, prevocational, vocational, rehabilitative, or other needed
9 educationally-related services for eligible students. Services may include the following:

10 1. Linkage and Coordination: Includes the identification and pursuit of resources needed for
11 provision of a free and appropriate public education to a student, including, but not limited to the
12 following:

- 13 a. Inter-and intra-agency communication, coordination, and referral, including reports to
14 Child Protective Services;
- 15 b. Monitoring service delivery to ensure an individual's access to services;
- 16 c. Attending IEPs and legal proceedings as requested by DISTRICT or as required by
17 subpoena.
- 18 d. Travel and documentation time.

19 2. Plan Development: Plan Development consists of the following that address a student's
20 mental health goals:

21 a. When staffs develop Client Plans, approve Client Plans, and/or monitor a client's
22 progress. Such activities may take place with the client to develop a Client Plan or discuss the overall or
23 program goals, with a client or family member and/or significant support persons to obtain signatures on
24 the Client Plan, and, if needed, have the Client Plan reviewed and signed by a
25 licensed/waivered/registered clinician.

26 b. When staff meet to discuss the student's clinical response to the Client Plan or to
27 consider alternative interventions.

28 c. When staffs communicate with other professionals to elicit and evaluate their
29 impressions (e.g. probation officer, teachers, social workers) of the student's clinical progress toward
30 achieving their Client Plan goals, their response to interventions, or improving or maintaining client's
31 functioning.

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EXHIBIT B
TO AGREEMENT FOR PROVISION OF
EDUCATIONALLY RELATED MENTAL HEALTH SERVICES
BETWEEN
COUNTY OF ORANGE
AND
CAPISTRANO UNIFIED SCHOOL DISTRICT
JULY 1, 2013 THROUGH JUNE 30, 2014

DESCRIPTION OF RESIDENTIAL PLACEMENT SERVICES TO BE PERFORMED BY THE COUNTY

Residential Placement Services are defined as supportive assistance to the individual in the assessment, determination of need, and securing adequate and appropriate living arrangements that are needed for the student to receive a free and appropriate public education.

A. Assessment for Residential Placement:

1. Initial Assessment/Re-Assessment Services: This includes clinical analysis of the pertinent history related to the current status of the student's mental, emotional or behavior condition.

2. Annual Assessments: This consists of re-assessments required to re-assess a student to determine eligibility for mental health services under the IDEA and/or to determine the appropriate composition of such services (for students that have Medi-Cal as a health plan only).

3. Assessment Updates: This includes six (6)-month updates for documentation purposes and chart review (for students that have Medi-Cal as a health plan only).

B. Residential Case Management:

1. Placement Search: Locating and securing an appropriate residential treatment center;

2. Placement Admission: Accessing services necessary to secure placement including, but not limited to, assisting school districts to obtain the Interstate Compact for the Placement of Children (ICPC) approval when necessary, including preparation of documentation and coordination with Orange County Social Services Agency, Orange County Probation Department, and school district staff to obtain information and documentation required by the ICPC. By assisting in this manner, the COUNTY, or its individual staff members, in no way intend to become the "sending agency" as defined by the law that governs the ICPC.

3. Residential Case Management Visits: Traveling to sight to provide face-to-face visits with the student three (3) times per year. In addition, visits will include contact with staff, a review of records, and documentation of visit.

4. Placement Discharge: Assisting the client and family to terminate services from the residential treatment facility and transition to a continuity of care as directed by the IEP.

5. IEP Attendance: Where necessary, as determined by the DISTRICT, the COUNTY case manager will attend IEPs for designated individuals being served.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

June 12, 2013

FACILITIES USE AGREEMENT – OXFORD PREPARATORY ACADEMY

BACKGROUND INFORMATION

Pursuant to Education Code §47614 (Prop 39), public school facilities should be shared fairly among all public school pupils, including those in Charter Schools. This means that the District must make available to each Charter School operating in the District, facilities sufficient for the district students in conditions reasonably equivalent to those in other public schools in the district. The District may charge the Charter School a pro rata share of those school district facilities costs.

The District approved Oxford Preparatory Academy's (Oxford) charter school petition at its March 8, 2011, Board meeting. Oxford has been occupying the classrooms, recreation and play space at the Barcelona Hills Elementary School located at 23000 Via Santa Maria, Mission Viejo, CA, 92691 (Site) to operate its instructional program since the beginning of the 2011-2012 school year, and it continues to occupy the Site.

On November 1, 2012, the District received Oxford's Request for Proposition 39 Facilities for the 2013-2014 school year. The request sought facilities based upon 529.9 projected in-district classroom average daily attendance (ADA) students. Pursuant to the requirements of Education Code §47614, and its implementing regulations, the District timely evaluated Oxford's request including its projections and the District's facilities options and a variety of additional factors as required by law and made a written final offer on April 1, 2013, to provide the Charter School with facilities for its in-District students which was accepted by Oxford on May 1, 2013.

The District and Oxford have worked together since August 2011 to define the specific terms of a Facility Use Agreement (FUA) for Oxford's use of the Site at Barcelona Hills Elementary School. It has been a difficult and lengthy process.

CURRENT CONSIDERATIONS

The proposed Facilities Use Agreement, which covers Oxford's use of the Site for the 2012-2013 and 2013-2014 school years, was reviewed and discussed at the March 27, 2013, Board Meeting. The FUA is now being presented to the Board for approval. In general terms, the FUA provides as follows:

Site:	Barcelona Hills Elementary School campus, except the YMCA building 23000 Via Santa Maria Mission Viejo, CA, 92691
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Grade Configuration:	Grades K-8
Regular Classrooms:	19 classrooms of Prop 39 Space (in-district classroom ADA @ 592.9) 4 Non-Prop 39 Space (Additional Space)
Specialized Classroom:	Science Lab (1 classroom) Computer Lab (1 classroom) Art classroom (1 classroom) Music classroom (1 classroom)
	Non-Classroom Space: Administration Kitchen MPR Library Storage and Custodial Nurse's Office RSP/Pullout Rooms Psychologist Room Staff Break Room
Non-classroom Outdoor Space:	Playgrounds and Fields Parking lot

Classrooms: The Charter School will be allocated exclusive use of 19 total classrooms (592.9 ADA) at Barcelona Hills Elementary School's campus, to house all of Charter School's in-district, classroom based ADA. In addition, the Charter School has exclusive use of 4 additional Non-Prop 39 classrooms.

Oxford will have full and exclusive use of Facilities allocated to the Charter School except:

1. The Site will be shared with a childcare program (YMCA) that will continue to be operated by YMCA throughout the term of this Agreement, and
2. The District and Oxford are bound by the terms of the Civic Center Act (Education Code §38131, *et seq.*) and/or any joint use or recreational program use established by the District, and
3. The District may require use of the Site and Facilities to fulfill any other legal obligation such as in support of local emergencies.

FINANCIAL IMPLICATIONS

The District will receive from the Charter Schools the pro rata share of the facilities costs which are outlined in the proposed Facility Use Agreement as follows.

The Use Fee for the period July 1, 2012, through June 30, 2013, is \$118,680.25:

The Use Fee for the period July 1, 2013, through June 30, 2014, will be \$118,680.25.

The Use Fee is calculated as follows:

Oxford shall pay the District \$3.25 per square foot

Pro-rata Share for Prop 39 Space = $\$3.25 \times 33,797 \text{ sq. ft.} = \$109,840.25$ (592.9 ADA)

Additional Space = $\$3.25 \times 2,720 \text{ sq. ft.} = \$8,840.00$

At the request of the Charter School, the District re-measured the total square footage of the Barcelona site.

Payment for the pro-rata share will be payable in 10 monthly payments. The first payment shall be due no later than September 1, 2013, and each additional payment will be due on or before the first day of each month, thereafter. This pro-rata share may be adjusted to conform to any changes in the District's final offer and the actual facilities-related expenditures for the 2013-2014 school year, and are used to determine this calculation.

If the Charter School's in-district classroom ADA is less than the projected in-district classroom ADA contained in the request, and the shortfall meets the test outlined in California Code of Regulations Title 5 §11969.8, the charter school shall reimburse the District for the over-allocated space in accordance with California Code of Regulations Title 5 §11969.8.

STAFF RECOMMENDATION

It is recommended the Board President recognize Clark Hampton, Deputy Superintendent, Business and Support Services, who will present this item. Following the discussion, it is recommended the Board approve the attached Facilities Use Agreement, which provides for Oxford Preparatory Academy's use of the Site and Facilities for the 2012-2013 and 2013-2014 school years.

**FACILITIES USE AGREEMENT
BY AND BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT AND
OXFORD PREPARATORY ACADEMY**

THIS AGREEMENT ("Agreement") is made this 9th day of MAY, 2013, by and between the Capistrano Unified School District, a public school district organized and existing under the laws of the State of California ("District") and Oxford Preparatory Academy, South Orange County a California public charter school ("Charter School") existing under the District's oversight authority. The District and the Charter School are collectively referred to as "the parties."

RECITALS

WHEREAS, the Charter School is a charter school approved by the District's Board of Trustees to operate pursuant to its Charter ("Approved Charter") and any Memorandum of Understanding ("MOU"); and

WHEREAS, pursuant to the requirements of California Education Code section 47614 and its implementing regulations ("Proposition 39"), the Charter School submitted to the District a written request for facilities for the 2012/2013 school year, projecting 617.5 in-district ADA; and

WHEREAS, pursuant to the requirements of Proposition 39, the District Board of Trustees timely evaluated Charter School's request, the Charter School's projections, the Charter School's objections, the District's facilities options and a variety of additional factors as required by law and made a written final offer on or before April 9, 2012, as agreed to by the parties, to provide the Charter School with facilities for its in-District students, which offer was accepted by the Charter School in a letter dated May 1, 2012; and

WHEREAS, prior to the start of the 2012/2013 school year, the District provided the Charter School with classrooms and use facilities, including recreation and play space, furniture and equipment installed therein by the District (collectively "Facilities") at the Barcelona Hills Elementary School located at 23000 Via Santa Maria, Mission Viejo, CA, 92691 ("Site") which are suitable for use as an instructional school site; and

WHEREAS, the Charter School has occupied Facilities at the Site since prior to the start of the 2012/2013 school year and continues to occupy said Facilities and Site; and

WHEREAS, pursuant to the requirements of California Education Code section 47614 and its implementing regulations, the Charter School submitted to the District a written request for facilities for the 2013/2014 school year, projecting 592.9 in-district ADA; and

WHEREAS, pursuant to the requirements of Education Code section 47614 and its implementing regulations, the District Board of Trustees timely evaluated Charter School's request, the Charter School's projections, the Charter School's objections, the District's facilities options and a variety of additional factors as required by law and made a written final offer on or before April 1, 2013, to provide the Charter School with facilities for its in-District students; and

WHEREAS, the parties desire to set forth the terms and conditions pursuant to which the Charter School will occupy the "Facilities" at the "Site" for the 2012/2013 and 2013/2014 school years.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties agree as follows:

Section 1. Use of Site and Facilities.

Charter School shall have full and exclusive use of Facilities allocated to the Charter School except:

1. The Site will be shared with a child care program (YMCA) that will continue to be operated by YMCA throughout the term of this Agreement. Charter School shall cooperate in its use of site with YMCA, and
2. District and Charter School are bound by the terms of the Civic Center Act (Education Code section 38131 *et seq.*) and/or any joint use or recreational program use established by the District, and
3. District may require use of the Site and Facilities to fulfill any other legal obligation such as in support of local emergencies.

Subject to the aforementioned exceptions, the District agrees to allow Charter School exclusive use of the Site and Facilities for the sole purpose of operating the Charter School in accordance with the Approved Charter and any MOU related to its operations, as follows:

Site:	Barcelona Hills Elementary School campus, except the YMCA building 23000 Vía Santa Maria Mission Viejo, CA, 92691
Grade Configuration:	Grades K-8
Regular Classrooms:	19 classrooms of prop 39 Space (in-district classroom ADA @ 592.9) 4 Non-Prop 39 Space (Additional Space)
Specialized Classroom:	Science Lab (1 classroom) Computer Lab (1 classroom) Art classroom (1 classroom)

Music classroom (1 classroom)

Non-Classroom Space:

Administration

Kitchen

MPR

Library

Storage and Custodial

Nurse's Office

RSP/Pullout Rooms

Psychologist Room

Staff Break Room

Non-classroom Outdoor Space: Playgrounds and Fields Parking lot

Classrooms: The Charter School will be allocated exclusive use of 19 total classrooms (592.9 ADA) at Barcelona Hills Elementary School's campus, to house all of Charter School's in-district, classroom based ADA. In addition, the Charter School has exclusive use of 4 additional Non-Prop 39 classrooms. The teaching station allocation is based on the following:

CUSD Staffing Ratio 2012-2013 (and projected for 2013-2014):

$$K = 32: 1 \times 96.8\% = 31:1$$

$$1-5 = 33:1 \times 96.8\% = 32:1$$

$$6-8 = 34:1 \times 96.8\% = 33:1$$

OPA Ratio Based on Projected ADA for 2013-2014:

$$K = 31.4/31 = 1.013$$

$$1-5 = 397.88/32 = 12.434$$

$$6-8 = 163.66/33 = 4.959$$

Total Classrooms= 19 classrooms

Specialized Classroom Space: The Charter School will be allocated four (4) classrooms for use as "specialized space," including, specifically, a science lab, computer lab, art room, and music room.

Non-classroom Space: The Charter School will be provided use of the following non-classroom areas of Barcelona Hills Elementary School:

Administration

MPR

Storage/Custodial

Hallways

Staff Break room

Psychologist room

Kitchen

Library

Nurse's Office

Common Areas

RSP/Pullout Rooms

Non-classroom Outdoor Space: The Charter School will be provided use of the following outdoor areas of Barcelona Hills Elementary School:

Playgrounds, Fields, and Parking Lots

Total Facilities Allocation: The total estimated square foot allocation of facilities for both the Prop 39 Space and the Additional Space is 39,350 sq. ft. At the Charter School's request, the campus was re-measured to determine the accuracy of this square footage.

Upon the termination of this Agreement pursuant to Section 8 hereof, the right to use and occupy the Site and Facilities shall revert to the District. As titleholder to the Site and Facilities (with the exception of those Charter School furnishings and equipment referenced in Section [4] below), the District reserves the right at the termination of this Agreement to recoup the full rights and benefits of such ownership, including but not limited to use of such Site and Facilities for District programs and services consistent with Education Code 47614 subsection b.

Pursuant to the requirements of Proposition 39, the allocation of space as set forth in this Section is based upon an assumption of 592.9 in-district ADA for the 2013/2014 school year. Future requests for additional facilities or furnishings and equipment based on enrollment increases may be made in the manner specified in Section 11969.9 of the Proposition 39 regulations (Cal. Code Regs., tit. 5, § 11969.9.)

The Charter School acknowledges that approval of its requested enrollment increase was expressly conditioned upon the District addressing environmental impacts and its obligations to the City of Mission Viejo. The Charter School will cooperate with District to minimize or eliminate any environmental impacts caused by the enrollment increase.

The Charter School recognizes its responsibility to partner with the District by cooperating, and implementing any requirements imposed by the City of Mission Viejo and/or District as set forth in Section 13. The Charter also acknowledges its responsibility to work with the District to mitigate any environmental impacts caused by the enrollment increases.

Section 2. Term.

The term of this Agreement commenced on July 1, 2012 and shall end on June 30, 2014. This Agreement is not a lease of real property pursuant to Education Code sections 17455 et seq.

Should the Charter School require facilities for the subsequent school year, Charter School shall submit a request for facilities pursuant to Education Code section 47614 and the implementing regulations (Cal. Code Regs., tit. 5, §§ 11969.1 et seq.). The District makes no guarantee or representation that the Site and Facilities will be available for any additional term beyond the current term and/or that the Site shall not be required to be shared with other programs or District charter schools beyond the current term. The District retains all rights including the right to move the Charter School in the future in conformity with law. But, as mandated by Education Code section 47614(b), the District shall not move the Charter School unnecessarily.

Section 3. Allocation of Space.

Pursuant to the requirements of Proposition 39, the allocation of classrooms and shared space on the Site and Facilities to the Charter School is based upon an assumption of 592.9 in-District ADA for the 2013/2014 school year. The allocation of space to the Charter School is made by the District with the express understanding and on the assumption that the total space provided pursuant to this Agreement is based upon square footage believed sufficient for the housing of in-District classroom based ADA only.

In the event the Charter School fails to limit its use of the Site and Facilities to the space allocated to the Charter School pursuant to Section 1 of this Agreement, it shall be in breach of the Agreement as set forth in Section 8 (Termination).

Section 4. Subletting.

The Charter School shall not sublet Site and/or Facilities. Charter School shall not allow use of Site or Facilities by any party other than Charter School. Charter School shall not use Site or Facilities for any other purpose other than the purposes stated in the Approved Charter and any MOU related to its operations. The Charter School may operate a daycare on the Site provided that it is consistent with the Approved Charter, any MOU related to its operations, and the law.

Section 5. Civic Center Act Compliance.

The Charter School shall have primary use of the space allocated to the Charter School for the operation of its educational program pursuant to the Approved Charter during its regular school hours; provided, however, that after 5 pm during the week and all day on weekends and holidays, the Site and Facilities shall be subject to use by the public pursuant to the Civic Center Act and/or any joint use or recreational program use that has been established by the District. Civic Center Act use requests, for use of the Site and/or Facilities by users other than Charter School, shall be evaluated and handled by the District, but coordinated with the Charter School. Charter School shall direct all Civic Center requests for use of the site to the District. All proceeds derived from the use of the Facilities pursuant to the Civic Center Act shall be the property of the Charter School and will be used by the Charter School to offset utility expenses, custodial expenses etc. The District will remit said proceeds to OPA on a monthly basis.

Section 6. Furniture, Fixtures and Equipment ("FF&E").

FF&E shall comprise all property not affixed to the real property including but not limited to items such as chairs, desks, filing cabinets, bookcases, library books for all grades served by the Charter School, mobile gas stations for science lab, computer equipment, copiers, and, telephone equipment, and are described on the Furniture, Fixtures and Equipment Inventory attached hereto as Exhibit1. Facilities are provided to Charter School exclusive of any FF&E identified in Exhibit1. The Facilities include reasonably equivalent telephone and computer data connectivity infrastructure including such items as servers, routers and switches. FF&E

purchased with non-district funds are excluded from the analysis of reasonable equivalence. Charter School has elected to provide certain FF&E for its own use during the Term. District has agreed to provide the types and numbers of FF&E for Charter School's use for the Term as described in the Furniture, Fixtures and Equipment Inventory.

FF&E will be provided from existing District inventory, will be reasonably equivalent to the average FF&E provided to District students at comparison schools, and will remain the property of the District.

The Charter School shall return all District-owned FF&E in the same condition as received to the District at the end of the Term, or upon vacating the Site and Facilities, reasonable wear and tear excepted.

Charter School will be responsible for any damage to District FF&E caused by its use that is beyond reasonable wear and tear. District shall have no obligation to provide any FF&E beyond that described in the Furniture, Fixtures and Equipment Inventory Exhibit1. However, if District provides additional FF&E, Charter School shall cooperate with District to update Exhibit 1 such that it reflects all FF&E provided by District for Charter School's use. In the event the District determines that it will repair and/or replace FF&E, said repairs and/or replacement will be performed in a manner that is consistent with District policy and practice.

The Charter School shall not sell or otherwise dispose of any District-owned Facilities or FF&E or equipment for any reason. If the Charter School deems any District-owned FF&E or Facilities to have become excess, obsolete, or beyond economical repair, the Charter School shall contact the District to request that the District remove the FF&E or Facilities from the site.

Section 7. Reimbursement.

In the event that the space allocated to the Charter School has been "over allocated" in accordance with Cal. Code Regs., tit. 5, § 11969.8, the Charter School shall reimburse the District accordingly. For purposes of monitoring compliance with these regulations, Charter School shall provide the District with its actual ADA count and the number of in-District classroom based students of Charter School at the time of the filing of the P-1 state attendance report and at the time of the filing of the P-2 state attendance report. In conjunction with the P-2 reporting period, the Charter School shall additionally provide to the District the names and addresses of in-District students. If the District has concerns about any student's residency after reviewing the names and addresses, the Charter School will promptly provide proof of in-District residence for such student(s), which proof may include a current utility bill for the stated address of residency or an executed and current property lease or any other form of proof approved by the District. The District may invoice the Charter School in the event of over-allocation pursuant to applicable regulations.

Section 8. Termination.

This Facilities Use Agreement will automatically terminate upon the effective date of any termination, non-renewal, or revocation of Approved Charter or the cessation of Charter

School's operations for any reason, or upon the commission of a default or breach of its obligations by Charter School.

A. Default or Breach.

The occurrence of any one or more of the following events shall constitute a default and material breach of this Agreement by Charter School:

- 1) The failure by Charter School to make timely payment of any fees due under this Agreement where such failure shall continue for a period of thirty (30) days after receipt of written notice thereof by District to Charter School;
- 2) The failure by Charter School to observe or perform any of the covenants, conditions or material provisions of this Agreement to be observed or performed by Charter School (including, but not limited to, shared use or neighborhood issues, or failure by the Charter School to cooperate in a timely manner to minimize or eliminate any environmental impacts caused by its enrollment increase) where such failure shall continue for a period of thirty (30) days after receipt of written notice thereof by District to Charter School (hereinafter "Notice of Failure"). In the event that the Charter School makes a diligent effort to cure its failure to observe or perform any of the covenants, conditions or material provisions of this Agreement after receipt of the Notice of Failure from the District, then this Agreement shall continue for a reasonable period of time to permit Charter School to cure its failure. However, such reasonable period of time to cure shall not exceed ninety (90) days from the date of the Notice of Failure, unless agreed to in writing by the parties;
- 3) Revocation or non-renewal of Charter School's charter by the District or cessation of the Charter School's program for any reason; however, if the Charter School appeals any such revocation or non-renewal, this Agreement shall not terminate before either the Charter School has completed the appeals process and has not prevailed, or the end of the 2013-2014 school year, whichever occurs first;
- 4) The failure by Charter School to utilize the Site or Facilities for the sole purpose of operating a charter school as authorized by this Agreement and the Charter School's charter and any MOU where such failure shall continue for a period of fifteen (15) days after receipt of written notice thereof by District to Charter School;
- 5) The failure of Charter School to limit its use of the Site and Facilities to the space allocated to Charter School pursuant to this Agreement and in conformity with the District's policies and practices for use of District facilities where such failure shall continue for a period of fifteen (15) days after receipt of written notice thereof by District to Charter School.

Section 9. Use Fee.

Charter School shall pay District a Use Fee in the amount equal to those facilities costs that the school district pays for with unrestricted revenues from the District's general fund divided by the total space of the school district multiplied by the amount of space allocated by the school district to the charter school.

The Use Fee for the period July 2012 through June 30, 2013 is \$118,680.25 calculated as follows:

The Use Fee for the period July 1, 2013 through June 30, 2014 will be \$118,680.25 calculated as follows:

Charter School shall pay the District \$3.25 per square foot
Pro-rata Share for Prop 39 Space = $\$3.25 \times 33,797 \text{ sq. ft.} = \$109,840.25$ (592.9 ADA)
Additional Space = $\$3.25 \times 2,720 \text{ sq. ft.} = \$8,840$

At the request of the Charter School, the District re-measured the total square footage of the Barcelona site. The Details of the square footages at the Barcelona Hills Site (provided by the District's Facilities Department and architect pursuant to the re-measuring) are attached hereto as Exhibit 2. As such, the Charter School's pro-rata share and other facilities costs will be calculated based on the space identified above as Prop 39 space for the 2013-2014 school year. The costs for the Additional Space will also be calculated using the re-measurement of the campus as set forth in Exhibit 2. Payment for the pro-rata share will be payable in 10 monthly payments. The first payment shall be due no later than September 1, 2013, and each additional payment will be due on or before the first day of each month thereafter. This pro-rata share may be adjusted to conform to any changes in the District's final offer and the actual facilities-related expenditures for the 2013-2014 school year and are used to determine this calculation.

If the Charter School's in-district classroom ADA is less than the projected in-district classroom ADA contained in the request, and the shortfall meets the test outlined in California Code of Regulations Title 5 § 11969.8, the charter school shall reimburse the District for the over-allocated space in accordance with Cal. Code Regs., tit. 5 § 11969.8.

Section 10. Utilities.

Charter School shall be solely responsible for the cost of utilities used or consumed by the Charter School on the Site and Facilities, including, if applicable, the cost of telephone and internet access services.

Section 11. Maintenance of Site and Facilities.

Charter School shall provide landscaping and mowing as well as custodial services to maintain the Site and Facilities in their existing conditions. The Charter School shall comply with all District policies and practices for maintenance of the facilities and grounds that the District provides to the Charter School, except in cases where actual District practice substantially differs from official policies. Notwithstanding the foregoing, however, the Charter

School shall be solely responsible for providing all supplies necessary for custodial services, as well as all restroom supplies. Charter School will use District approved cleaning solutions, chemicals, and pesticides or commercial equivalent; the District will provide the Charter School with a list of District-approved cleaning solutions, chemicals, and pesticides upon execution of this Agreement. If Charter School desires, it may request that District provide landscaping and mowing or custodial service, which shall be at an additional cost to be determined by the District, but which will be no less than the District's actual cost of providing those services including all supplies necessary for custodial services as well as all restroom supplies. The District will provide all other grounds keeping services, including tree trimming, fire abatement, and any major repairs to the irrigation systems.

District shall promptly respond to and act upon all maintenance requests or work orders submitted by Charter School that are emergencies or compromise safety. District shall respond to all other maintenance requests or work orders submitted by Charter School in the same manner that it responds to District maintenance requests or work orders that are not emergencies and do not compromise safety.

District shall provide routine maintenance and repair of the Site and Facilities, except for the following: the Charter School shall be responsible for repairs or corrections to the Site or Facilities required as the result of intentional or negligent damage caused by the Charter School, its students, employees, invitees, agents, or representatives, and for repair of vandalism to the Site or Facilities, except when such vandalism or damage has been reported by Charter School to the police and the police have determined that the vandalism was not caused by the Charter School, its, students, parents, employees, agents, representatives or invitees.

District shall provide scheduled maintenance of the Site and Facilities including plumbing, heating, ventilation, air conditioning, in-wall communication wiring, electrical, roofing, and floor systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582. District shall assume the cost and responsibility for projects eligible to be included in the District deferred maintenance plan established pursuant to Education Code section 17582 in accordance with District schedules and customary practices. All other kinds of maintenance shall be the Charter School's responsibility. The District shall have access to the Site and Facilities to perform maintenance and inspections and will coordinate such work with the Charter School administration.

District will provide the Charter School with reasonably necessary quantities of paint to paint the Site and/or Facilities. The Charter School shall be solely responsible for the cost of labor for painting the Site and/or Facilities and shall be responsible for the cost of paint and labor for returning the Site and/or Facilities to the standard District color upon termination of this Agreement.

Section 12. Installation of Improvements.

Other than items listed in Exhibit 1, no structures, improvements, fixtures (as defined in Civil Code 660), alterations, or facilities, shall be constructed, erected, altered, added, improved or made on or within the Site or Facilities without the prior written consent of District and

subject to terms agreeable to District, and, if required, the Division of State Architect. In the event Charter School makes any modification, alteration or improvement to the Site or Facilities it shall be required to restore the Site and Facilities to its original condition, reasonable wear and tear excepted, at the expiration of the Term of this Agreement, if so requested by the District in writing. "Original condition" as used in this provision shall refer to the condition in which the Site and Facilities existed upon the walk through as referenced in Section 13. Such restoration shall be at Charter School's sole expense.

Section 13. Condition of Property.

The District provided the Charter School with facilities suitable for use as an instructional school site prior to the beginning of the 2012/2013 school year. The parties conducted a "walk-through" of the facilities prior to the start of the 2012/2013 school year. The Charter School, at its sole cost and expense, shall comply with all District policies and regulations as well as applicable laws, regulations, rules and orders with respect to its use and occupancy of the Site and Facilities. District is responsible for appropriate modifications to existing facilities that may be necessary to comply with any applicable laws or regulations consistent with the support provided to other District school sites.

Except as specifically provided herein, the Charter School shall not be responsible for legal compliance or environmental conditions that existed prior to the Charter School's occupancy of the Site on or around August, 2011. The District shall remain responsible for all legal compliance for any compliance issue(s) that existed prior to the date of the Charter School's occupancy of the Site and Facilities on or around August, 2011, and continuing through the Term of this Agreement, including, but not limited to, compliance with the Americans With Disabilities Act and the Fair Employment and Housing Act, the California Environmental Quality Act (CEQA), and applicable building code standards. The Charter School will work with the District to ensure legal compliance with the aforesaid laws. The Charter School shall assume responsibility, including financial responsibility, for legal compliance including, but not limited to, compliance with the Americans With Disabilities Act and the Fair Employment and Housing Act, CEQA and applicable building code standards, to the extent that such compliance is triggered by any activities or conduct of the Charter School outside the usual and customary operation of the site as a school, or by any modifications or improvements to the Site and/or Facilities made by the Charter School.

Notwithstanding the foregoing, if the Charter School engages in any activity on the Site or Facilities that constitutes a "project" under CEQA, the cost of CEQA compliance shall be borne in full by the Charter School, but District shall act as the lead agency for the purposes of such CEQA compliance. Should Charter School fail to inform District of activities that may require CEQA compliance in advance of engaging in such activities, Charter School shall assume all liability for legal claims arising out of said failure.

In addition, the Charter School agrees that its use of the Site and Facilities is expressly conditioned on (1) the District's analysis of potential environmental impacts related to the Charter School's use of the Site and Facilities and (2) the District meeting its obligations to the

City of Mission Viejo related to the changes in attendance boundaries necessitated by the allocation of the Site and Facilities to the Charter School under this Agreement.

The Charter School will be required to implement practices or measures that ensure that any potential environmental impacts are minimized or eliminated. These mitigation measures require, amongst other things, the Charter School to implement practices to address traffic impacts at the Site and Facilities, consistent with the District's agreement with the City of Mission Viejo, including a plan to limit vehicle traffic during the 15 minutes before and after school to 175 vehicle trips. This limitation is necessary, due to the configuration, design, and location of both the school site generally, and the drop off circle and central parking loop specifically. The Charter School has discretion to determine how it will accomplish this mitigation; provided, however, that the Charter School must meet and confer with the District prior to implementing any mitigation measures, and the Charter School must comply with all of the District's applicable policies and practices in implementing its environmental mitigation. In addition, the Charter School must comply with the agreements made with the District and memorialized in correspondence from Dr. Farley to the Charter School dated April 24, 2012, which requires the Charter School to mitigate the traffic as follows:

1. The Charter School will limit before and after school vehicle trips through its central parking loop to no more than 175 cars in any fifteen-minute period of time. This limitation does not apply to special events or activities, such as open house and school performances.
2. The Charter School will identify multiple drop-off and pick-up locations for its students to minimize the number of vehicles using the front of the school as a drop-off and pick-up destination.
3. The Charter School will continue to pursue formation of a carpool program among parents to reduce traffic congestion near the school.
4. The Charter School will continue to implement an usher program that facilitates safe and efficient drop off and pickup of students in front of the school.
5. The Charter School will investigate the possibility of offering busing to students.
6. The Charter School will investigate the possibility of hiring crossing guards at key crossing locations.
7. The Charter School will implement a curb etiquette program to assure compliance with all traffic laws and expectations, including not parking next to red curbs.
8. The Charter School will publicize the above-referenced agreements with parents and students to contribute to their successful implementation.

9. The Charter School will modify the teacher start time so staff members arrive prior to the morning drop-off time.
10. The Charter School will also publicize its morning and afternoon child care options for parents as another method of reducing the number of students who would be dropped off just before school opens and just after it closes each day.

The Charter School will continue to implement these mitigation measures to minimize or eliminate any environmental impacts caused by the enrollment increase. If the District has any additional concerns regarding any environmental impacts caused by the enrollment increase, the Charter School will consult and work with the District to address these concerns.

In the event that any CEQA compliance or documentation is necessary for the Charter School's use of the site, the Charter School will cooperate with the District to complete such documentation.

Further, should any discharge, leakage, spillage, emission, or pollution of any type occur on or from the Site or Facilities in whole or in part as a result of the Charter School's use and occupancy thereof, the Charter School, at its expense, shall be obligated to clean all the property affected, to the satisfaction of the District and any governmental agencies having jurisdiction over the Site. Where the resulting discharge, leakage, spillage, emission, or pollution results from a facilities system failure which is not a direct result of the actions of the Charter School, its students, parents, employees, invitees, agents, or representatives, the District will assume responsibility for required clean up of the affected property.

Section 14. Title to Property.

The parties acknowledge that title to the Site and Facilities is held by the District and shall remain in the District at all times. In the event Charter School fails to limit its use of the Site and Facilities to the space allocated to Charter School pursuant to this Agreement it shall be in breach of the Agreement as set forth in Section 8A(5).

Section 15. Fingerprinting.

Charter School shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code section 45125.1. The District shall be responsible for complying with all criminal background check laws for all employees or vendors that it directs to the Site for any work to be performed at its direction.

Section 16. Insurance.

The Charter School shall, at its sole cost and expense, commencing as of the date of this Agreement, and during the entire Term hereof, procure, pay for and keep in full force and effect the following insurance:

- (a) **General Liability Insurance.** The Charter School shall maintain throughout the Term of this contract, at its own expense, general liability insurance with limits of liability of \$5,000,000 per occurrence for bodily injury, personal injury and property damage. If any form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit. This insurance shall include products and completed operations of the same limits as the policy limits. This insurance shall be endorsed to include the following: (i) the District, its officers, officials, employees, agents and volunteers as additional insureds; (ii) a waiver of any right to contributions from any other coverage purchased by, or on behalf of, the District; and (iii) a written notice to be mailed to the District 30 days prior to the effective date of a cancellation or non-renewal of such insurance.
- (b) **Automobile Liability.** The Charter School shall maintain throughout the Term of this Agreement at its own expense, automobile liability insurance with limits of liability of \$2,000,000 per occurrence, for owned, non-owned or hired vehicles. If any form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit. Such insurance shall apply to any automobile, Symbol 1 of the ISO Form. Such insurance shall be endorsed to include the following: (i) the District, its officers, officials, employees, agents and volunteers as additional insureds; (ii) a waiver of any right to contributions from any other coverage purchased by, or on behalf of, the District; and (iii) a written notice to be mailed to the District 30 days prior to the effective date of a cancellation or non-renewal of such insurance.
- (c) **Property Insurance.** The District will continue to maintain its current levels of first party insurance on the structures on the Site. The Charter School shall secure and maintain property insurance that addresses business interruption and casualty needs, including flood and fire, and other hazards with replacement costs coverage for all assets listed in the Charter School's property inventory and consumables. The Charter School shall secure property coverage with a minimum policy limit of 80% of the fair market value of the Charter School's contents.
- (d) **Workers' Compensation Insurance** as required by the State of California and Employer's Liability insurance (for lessees with employees). This insurance shall be endorsed to include the following: (i) a waiver of any right to contributions from any other coverage purchased by, or on behalf of, the District; and (ii) a written notice to be mailed to the District 30 days prior to the effective date of a cancellation or non-renewal of such insurance.

Any and all deductibles or self-insured retentions applicable to the above required insurance shall be specifically approved by the District prior to its application, except the Property Insurance required above may include a deductible of not more than \$10,000 without prior approval.

The insurances required above shall be provided by a company or insurance joint powers authority with the reasonable consent of the District prior to commencement of such insurance.

The Charter School shall provide proof of such insurance prior to taking possession of the Site and Facilities, including copies of the endorsements specifically required above. The Charter School shall provide proof of renewal of any insurance required above, including any endorsements required, at least 15 days prior to the expiration of such insurance.

In the event Charter School fails to maintain the required insurance and liability coverage as stated above, it shall be in breach of the Agreement pursuant to Section 8A where such failure shall continue for a period of ten (10) days after receipt of written notice thereof by District to Charter School.

Section 17. Neighborhood Issues.

(a) It shall be the responsibility of the Charter School to make reasonable efforts to maintain control and supervision of its students, staff, parent volunteers and other invitees at all times, and to implement rules of conduct for students, staff, parent volunteers and other invitees while on the Site. The Charter School shall ensure that its students are adequately supervised at all times during the school day, and during after school hours or weekends when they are participating in school-related activities. The Charter School shall ensure that the Site and Facilities are adequately locked and secured when they are unattended by the Charter School.

(b) So as to minimize the impact of the Charter School's operations on the surrounding neighborhood, the Charter School agrees to the following:

- (i) The Charter School shall take all reasonable steps necessary to ensure that Charter School staff, students and all visitors (including parents) observe traffic laws and park in designated parking spaces located on the Site. The Charter School also agrees to take all reasonable steps necessary to ensure that student drop-off and pick-up occurs solely in designated areas located on the Site.
- (ii) The Charter School shall forward copies of all written complaints received by the Charter School regarding use of the Site and Facilities to the District within five (5) business days of receipt. The Charter School shall, in consultation with the District, timely respond to all complaints, and shall provide copies of responses to complaints to the District within five (5) business days of response.
- (iii) The Charter School will work with the District to develop directives to monitor the impact that the Charter School's operations have on the surrounding neighborhood, by receiving and considering comments from affected neighbors in a timely manner. Upon request by the District, the Charter School will prepare written results of the monitoring.

Section 18. Indemnification.

The Charter School shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the District, its trustees, officers, employees and agents (collectively hereinafter District and District Personnel) against and from any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and/or District Personnel, that may be asserted or claimed by any person, firm or entity, arising out of the Charter School's use of the Site and/or Facilities or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by Charter School in or about the Site and/or Facilities, after District delivers possession and/or use of the Site and/or Facilities to the Charter School. This indemnity and hold harmless provision shall exclude actions arising out of the willful negligence or intentional acts, errors or omissions of the District and/or District Personnel.

The District shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the Charter School, its trustees, officers, employees and agents (collectively hereinafter Charter School and Charter School Personnel) against and from any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against Charter School and/or Charter School Personnel, that may be asserted or claimed by any person, firm or entity, arising from the District's prior or current use or maintenance of the Site or Facilities or from prior or current conduct of the District's business or from any activity, work, or other things done by the District and/or District Personnel in or about the Site and/or Facilities. This indemnity and hold harmless provision shall exclude actions arising out of the willful negligence or intentional acts, errors or omissions of the Charter School and/or Charter School Personnel.

Section 19. Full Satisfaction of Proposition 39/Release of Claims.

Charter School agrees that by accepting the Site and Facilities, the District has fully and completely satisfied the District's obligation to provide facilities to the Charter School under Education Code section 47614 and the Proposition 39 regulations for the 2012/2013 school year and Charter School waives any claims under section 47614 and the Proposition 39 regulations for the term of this agreement.

Section 20. Access.

Charter School shall permit District, its agents, representatives or employees, to enter upon the Site or Facilities for the purpose of inspecting same or to make repairs, alterations, or additions to any portion of the Site or Facilities required by this Agreement. District shall attempt to give reasonable notice where practicable but shall not be obligated to do so in the event of emergency or imminent threat to health or safety of occupants.

Section 21. Notice.

Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered, deposited in the United States mail, registered or certified mail with postage prepaid and return receipt required, sent by overnight delivery service, or sent by facsimile transmission, addressed as follows:

If to the District: Clark Hampton, Deputy Superintendent
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
Ph: (949) 234-9216
Fax: (949) 248-9563

If to the School: Sue Roche, CEO/President
Oxford Preparatory Academy, South Orange County
23000 Via Santa Maria
Mission Viejo, CA 92691
Ph: (949) 305-6111
Fax: (949) 297-4747

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

Section 22. Subcontract and Assignment.

Neither party shall assign its rights, duties or privileges under this Agreement, nor shall a party attempt to confer any of its rights, duties or privileges under this Agreement (including that of sublease) on any third party, without the written consent of the other party. Charter School shall not sublease, pledge, encumber, mortgage or otherwise transfer or assign to any party whatsoever any interest in the Site and/or Facilities.

Section 23. Independent Status.

This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Section 24. Entire Agreement of Parties.

This Agreement, and all its incorporated documents, constitute the entire agreement between the parties concerning the subject matter contained herein and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be

amended or modified only by a written instrument executed by the parties expressly indicating an intent to modify or amend this Agreement.

Section 25. Drafting.

Each of the Parties has cooperated in the drafting and preparation of this Agreement, hence, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter.

Section 26. California Law.

This Agreement shall be governed by, and the rights, duties and obligations of the parties shall be determined and enforced in accordance with, the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.

Section 27. Waiver.

The waiver by any party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Section 28. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

Section 29. Counterparts.

This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

Section 30. Captions.

The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

Section 31. Severability.

Should any provision of this Agreement be legally determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

Section 32. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____

Title: _____

OXFORD PREPARATORY ACADEMY

By: Sue Roche

Title: Executive Director

**AMENDMENT TO AGREEMENT
BID NO. 1112-04 OUTSOURCE TRANSPORTATION SERVICES**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

AMERICAN LOGISTICS COMPANY, LLC

Agreement for Bid No. 1112-04 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Agreement for Bid No. 1112-04 shall be amended to \$175,000 for additional services as requested by the District.

Except as set forth in this Amendment to Agreement, and Board approved on July 27, 2011, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

**American Logistics Company,
LLC**

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

EXHIBIT 31

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

IV. BID FORM AND AGREEMENT

- A. Pursuant to the DISTRICT'S "Notice To Bidders - Invitation For Bids" and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete contract, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform within the time stipulated in the contract and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner in connection with the following.

Please provide an attachment to your bid for any of the following items that require additional information:

*Please see attached pages with ALC's responses.

1. Experience and references, at least three.
2. The number of drivers/vehicles in your employ and the types of service you provide.
3. The number of wheelchair accessible vehicles available for use by the DISTRICT.
4. Number of car seats available for use by the DISTRICT.
5. Please indicate if you have a GPS tracking system available to locate drivers and vehicles at any given time and if this system will be available for use by the DISTRICT. Include a complete description of this system and include any extra charge you will assess for this service provision.
6. Provide a description of your emergency notification/calling capability.
7. Will you be able to provide driver consistency?

Yes

No
8. Will you have the ability to route and consolidate students to reduce drive time?
Provide description of methodology.

Yes

No
9. If two or more students are consolidated in a single vehicle for a trip, what is the method of calculating the per-pupil trip cost?

In this scenario, will the single trip cost be divided between the students riding

together for the period they are sharing the vehicle?

10. Minimum Trip charge \$ 50.00
11. Cost per mile \$ 2.75
12. Waiting time – meter charge \$ \$50.00 hourly
If cancelled the day prior no charge.
13. Charge for cancelled trip \$ If cancelled day of, full charge.
14. Lead time to schedule \$ 24 hours

*Please see ALC's Pricing Schedule listed behind Bid Form and Agreement for ALC's full price matrix.

Unit Prices

TYPE OF TRANSPORT	ORIGINATOR FEE	LABOR	MILEAGE
Up to 3 passengers	\$ <u>\$35.00</u> Fixed	\$ <u>0</u> Per Hour	\$ <u>2.75</u> Per Mile
Up to 7 passengers	\$ <u>\$35.00</u> Fixed	\$ <u>0</u> Per Hour	\$ <u>2.75</u> Per Mile
Up to 3 passengers Wheelchair capable van	\$ <u>55.00</u> Fixed	\$ <u>0</u> Per Hour	\$ <u>2.75</u> Per Mile
Up to 7 passengers Wheelchair capable van	\$ <u>55.00</u> Fixed	\$ <u>0</u> Per Hour	\$ <u>2.75</u> Per Mile

- B. It is understood that the DISTRICT reserves the right to reject this bid and this bid shall remain open and not be withdrawn for the period specified in the Notice To Bidders - Invitation For Bids.
- C. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Business & Professions Code §16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the DISTRICT pursuant to this bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment.

- D. If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of California and that Craig Puckett whose title is President authorized to act for and bind the corporation.
- E. It is understood and agreed that if, requested by the DISTRICT, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.
- F. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.
- G. The undersigned will grant the DISTRICT the option to extend any contract awarded hereunder for a period of one or two years from date of expiration, under the same prices, terms, conditions, etc., contained herein. Options granted will not be considered as a factor in awarding a contract. Bidder should note any exceptions.

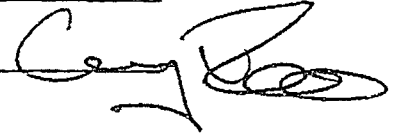
Extension option for one year: X option granted ___ option not granted

Extension option for a second year: X option granted ___ option not granted

- H. The Bidder attests to having read and understands all documents contained and referenced in this bid.
- I. I, Craig Puckett the President (title) of the Bidder hereby certify under penalty of perjury under the laws of the State of California that all the information submitted by the Bidder in connection with this bid and all the representations herein made are true and correct.

COMPANY

Name: American Logistics Company

Signed by: Craig Puckett, 

Date: 5/6/2011

Business Address: 520 West Dyer Road

Santa Ana, CA 92707

PARTNERSHIP

Name: _____

Signed by: _____ Partner

Date: _____

Business Address: _____

Other Partners: _____

CORPORATION

Name: _____

(a _____ Corporation*)

Business Address: _____

Signed by: _____, President**,

Dated: _____

*A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and Bonds is duly authorized to do so.

** Or local official empowered to bind the Corporation.

JOINT VENTURE

Name: _____

Signed by: _____, Joint Venturer

Date: _____

Business Address: _____

Other Parties to Joint Venture:

If an individual: _____

(Signed)

Doing Business as: _____;

If a Partnership: _____

Signed by: _____, Partner

If a Corporation: _____

(a _____ Corporation)

By: _____ Date: _____

Title: _____

AGREEMENT ACCEPTED BY DISTRICT

Signed by: Terry Fluent

Print Name: Terry Fluent

Title: Director, Purchasing

Date: 9/2/2011

CONTRACT TERM

The term of this base contract is for one-year with an option to extend annually by mutual agreement, and upon Board approval, for a term not to exceed a total of two additional years.

This agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

Exhibit A Special Conditions

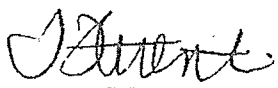
Exhibit A
SPECIAL CONDITIONS
Bid No. 1112-04
Outsource Transportation Services

American Logistics Company (ALC)

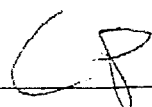
1. Personnel assigned to perform under this contract may be independent subcontracted drivers, and certain terms and conditions of this contract pertain to the subcontracted personnel as well. Subcontracted personnel shall be subject to continuous approval by the DISTRICT.
2. ALC will be notified prior to 6 P.M. of prior business day for cancellation of service. Where adequate notification is not received, or no notification is received, ALC will bill the student's transportation to the District at the normal rate for the "in" trip.
3. **Fuel Surcharge:** When the average gasoline price exceeds \$5.00 per gallon, the mileage rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. The gasoline price index to be used shall be found under the category of "California Regular Reformulated Retail Gasoline Prices (cents per gallon)" on the following website: <http://www.eia.doe.gov/oilgas/petroleum/datapublications/wrgp/mogashistory.html>
4. Certificates of Insurance shall provide for ten (10) day notification in the event of non-payment of premium.
5. Insurance shall be placed with California licensed and/or admitted insurers with a current A.M. Best rating of A-VII or better.
6. Delete the requirement for Insurance for automobiles owned by ALC.
7. Insurance coverage shall contain no unreasonable limitations on the scope of the protection afforded to the DISTRICT, its subsidiaries, officials, employees and The Board of Education.
8. **CONDUCT OF EMPLOYEES:** Contractor shall be fully responsible for any damage to DISTRICT property caused by his employees. Repairs or replacement, at the option of the DISTRICT, may be made by the Contractor or by the DISTRICT and charged to the Contractor. Replacement costs are limited to the equivalent costs that the Contractor would have charged the DISTRICT for the services for which the DISTRICT engaged replacement services.
9. **DISPUTES:** Contractor has the right to terminate the contract with thirty (30) days written notice, in the event the DISTRICT fails to pay for services rendered.
10. **DEFAULT AND DISTRICT'S RIGHT TO TERMINATE CONTRACT:** Replacement costs to be limited to the equivalent costs that ALC would have charged the DISTRICT for the services for which the DISTRICT engaged replacement services.
11. **BONDS:** The District is willing to share the cost of the bonds with ALC by picking up the cost of one bond not to exceed \$2813 annually.

All other terms and conditions of agreement shall remain in full force and effect.

DISTRICT



CONTRACTOR



EXTENSION OF AGREEMENT
BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
AMERICAN LOGISTICS COMPANY, LLC

Bid No. 1112-04 – Outsource Transportation Service, called for an original contract period of July 28, 2011 through June 30, 2012, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by California Education Code 17596.

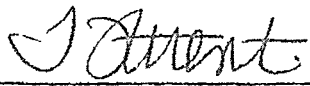
The contract with American Logistic Company, LLC, pursuant to Bid No. 1112-04, shall be extended an additional 12 months, for the period July 1, 2012 through June 30, 2013, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on June 11, 2012.

The total cost of services requested by District and provided by Contractor under this extension shall not exceed \$150,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on July 27, 2011, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: 
Signature

Terry Fluent

Director, Purchasing

Date: August 17, 2012

CONTRACTOR

American Logistics Company, LLC

By: 
Signature

Craig Puckett
Print Name

Pres. dent
Title

Date: June 27, 2012

EXHIBIT A**Capistrano Unified School District****Bid No. 1112-04****Outsource Transportation Service****Unit Prices for
July 1, 2012 – June 30, 2013**

TYPE OF TRANSPORT	ORIGINATOR FEE	LABOR	MILEAGE
Up to 3 passengers	<u>\$ 35.00</u> Fixed	<u>\$ 0</u> Per Hour	<u>\$ 2.75</u> Per Mile
Up to 7 passengers	<u>\$ 35.00</u> Fixed	<u>\$ 0</u> Per Hour	<u>\$ 2.75</u> Per Mile
Up to 3 passengers Wheelchair capable van	<u>\$ 55.00</u> Fixed	<u>\$ 0</u> Per Hour	<u>\$ 2.75</u> Per Mile
Up to 7 passengers Wheelchair capable van	<u>\$ 55.00</u> Fixed	<u>\$ 0</u> Per Hour	<u>\$ 2.75</u> Per Mile

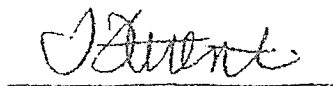
Exhibit A
SPECIAL CONDITIONS
Bid No. 1112-04
Outsource Transportation Services

American Logistics Company (ALC)

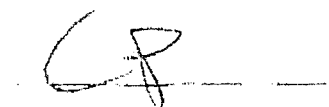
1. Personnel assigned to perform under this contract may be independent subcontracted drivers, and certain terms and conditions of this contract pertain to the subcontracted personnel as well. Subcontracted personnel shall be subject to continuous approval by the DISTRICT.
2. ALC will be notified prior to 6 P.M. of prior business day for cancellation of service. Where adequate notification is not received, or no notification is received, ALC will bill the student's transportation to the District at the normal rate for the "in" trip.
3. **Fuel Surcharge:** When the average gasoline price exceeds \$5.00 per gallon, the mileage rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. The gasoline price index to be used shall be found under the category of "California Regular Reformulated Retail Gasoline Prices (cents per gallon)" on the following website: <http://www.eia.doe.gov/oilgas/petroleum/datapublications/wrgp/mogashistory.html>
4. Certificates of Insurance shall provide for ten (10) day notification in the event of non-payment of premium.
5. Insurance shall be placed with California licensed and/or admitted insurers with a current A.M. Best rating of A-VII or better.
6. Delete the requirement for Insurance for automobiles owned by ALC.
7. Insurance coverage shall contain no unreasonable limitations on the scope of the protection afforded to the DISTRICT, its subsidiaries, officials, employees and The Board of Education.
8. **CONDUCT OF EMPLOYEES:** Contractor shall be fully responsible for any damage to DISTRICT property caused by his employees. Repairs or replacement, at the option of the DISTRICT, may be made by the Contractor or by the DISTRICT and charged to the Contractor. Replacement costs are limited to the equivalent costs that the Contractor would have charged the DISTRICT for the services for which the DISTRICT engaged replacement services.
9. **DISPUTES:** Contractor has the right to terminate the contract with thirty (30) days written notice, in the event the DISTRICT fails to pay for services rendered.
10. **DEFAULT AND DISTRICT'S RIGHT TO TERMINATE CONTRACT:** Replacement costs to be limited to the equivalent costs that ALC would have charged the DISTRICT for the services for which the DISTRICT engaged replacement services.
11. **BONDS:** The District is willing to share the cost of the bonds with ALC by picking up the cost of one bond not to exceed \$2813 annually.

All other terms and conditions of agreement shall remain in full force and effect.

DISTRICT



CONTRACTOR



AMENDMENT TO AGREEMENT NO. C1011140

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

DAVID TAUSSIG & ASSOCIATES, INCORPORATED

Consultant Agreement No. C1011140 for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Consultant Agreement No. C1011140 shall be amended to \$162,000 for additional services requested by the District for the period covered from April 12, 2013, through April 11, 2014.

Except as set forth in this Amendment, and Board approved on April 11, 2011, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

David Taussig & Associates, Incorporated

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

EXHIBIT 32

EXTENSION OF AGREEMENT NO. C1011140

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

DAVID TAUSSIG & ASSOCIATES, INC.

Consultant Agreement No. C1011140 called for an original 12-month contract period of April 12, 2011 through April 11, 2012.

The contract with David Taussig & Associates, Inc., shall be extended an additional 12 months, for the period April 12, 2013 through April 11, 2014, and Board approved on March 27, 2013.

The total amount of services requested by District and provided by Consultant under this extension shall not exceed \$150,000 annually. This amount may be increased by written agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on April 11, 2011, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

David Taussig & Associates, Inc.

By: _____
Signature

Terry Fluent

Director, Purchasing

Date: _____

By: _____
Signature

David Taussig
Print Name

President
Title

Date: 4/9/13



CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
TELEPHONE: (949) 234-9441/FAX: 493-4083 www.capousd.org

BOARD OF TRUSTEES
GARY PRITCHARD, PH. D.
PRESIDENT

JOHN M. ALPAY
VICE PRESIDENT

LYNN HATTON
CLERK

ELLEN M. ADDONIZIO

JACK R. BRICK

ANNA BRYSON

SUE PALAZZO

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

February 21, 2012

Andrea Roess
David Taussig & Associates
5000 Birch Street, Suite 6000
Newport Beach, CA 92660

Subject: RFQ 6-1011 – Special Tax Consulting Services for Public Financing

Dear Ms. Roess:

Your current contract for special tax consulting services to the Capistrano Unified School District, as referenced above, will expire on April 11, 2012.

Superintendent of Public Instruction Tom Torlakson has announced the state's public education system is in a state of "financial emergency". As a result of this emergency and the impact on the students of Capistrano Unified School District, you are being asked to reduce your fees for services by 10% for the renewal period April 12, 2012 through April 11, 2013. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by March 5, 2012.**

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9436.

Sincerely,

Terry Fluent
Director, Purchasing

enc.

March 1, 2013

Ms. Terry Fluent
Director, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

RE: Special Tax Consulting Services for Capistrano Unified School District

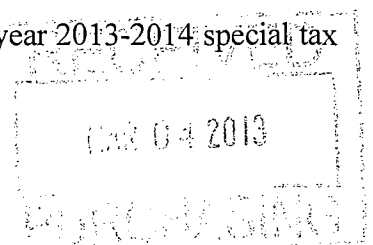
Dear Terry:

Pursuant to your letter dated February 20, 2013, David Taussig & Associates would like to extend our contract for annual administration services through the 12-month period ending April 11, 2014. However, after careful consideration we have determined that we are not able to reduce our proposed budget below the revised amounts we submitted in March 2012. Listed below are some of the factors that influenced our decision to keep the budget unchanged.

- At the School District's request, in 2012, we reduced our per-parcel charge from \$1.70 to \$1.65. During the RFP process in 2011 and again in 2012, we carefully analyzed our costs and work effort in order to arrive at the lowest possible budget for the School District. To reduce the budget further would impair our ability to provide the School District with the high quality services that you have come to expect.
- As part of our contract negotiations in 2011, we reduced our hourly rates by an average of approximately 8% from what we originally submitted in our proposal. The hourly rates charged to the School District are well below the current rates that are charged to the majority of our other clients.
- The majority of our work is funded directly with CFD funds and not from the School District's general fund. Each CFD is self-sustaining and funded through its annual tax levy. Any work associated with the annual tax levy, including the School District's time, is paid from the CFD administrative expense fund.

Terry, I hope that you can appreciate the fact that we cannot reduce our budget and still provide the School District with the same level of service that we have provided for over 25 years. However, if our budget must be cut, we would like to talk to you and the appropriate School District staff about ways that we can reduce our scope of services.

Due to the significant amount of work needed to calculate and enroll the fiscal year 2013-2014 special tax levies, it is important to get these contract issues resolved in a timely manner.



Ms. Terry Fluent
March 1, 2013
Page 2

We have enjoyed assisting the School District over the years and look forward to the opportunity to continue our services. If you have any questions please call me at (949) 955-1500.

Sincerely yours,

A handwritten signature in black ink that reads "Andrea Roess". The signature is written in a cursive, flowing style.

Andrea Roess
Managing Director

cc: Clark Hampton

taussig-proposal/ADMIN/CALIF/CUSD/CUSD 2013/CUSD letter 01.doc

CONTRACTOR'S NAME: David Taussig & Associates, Inc.

CONTRACT No. C1011140



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and David Taussig & Associates, Inc. hereinafter referred to as "CONTRACTOR".

WHEREAS, DISTRICT is authorized by Section 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 and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Special Tax Consulting Services
for Public Financing - RFQ 6-1011

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on April 12, 2011, and will diligently perform as required and complete performance by April 11, 2012.

CONTRACTOR'S NAME: David Taussig & Associates, Inc. CONTRACT No. C1011140

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed n/a Dollars (\$ n/a). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: hourly rates per RFQ 6-1011, Special Tax Consulting Services for Public Financing.

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: n/a.

5. **Independent Contractor:** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as in independent contractor. CONTRACTOR understands and agrees that he/she and all of 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 Workers' Compensation. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR'S employees.

6. **Materials:** CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: n/a.

CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

CONTRACTOR'S NAME: David Taussig & Associates, Inc. CONTRACT No. C1011140

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR 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. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination: DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

CONTRACTOR'S NAME: David Taussig & Associates, Inc. CONTRACT No. C1011140

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general 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

CONTRACTOR'S NAME: David Taussig & Associates, Inc. CONTRACT No. C1011140

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR 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, CONTRACTOR 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. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

12. Assignment: The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

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. CONTRACTOR 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 CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by the AGREEMENT or accruing out of the performance of such services.

14. Permits/Licenses: CONTRACTOR and all CONTRACTOR'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: CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR 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 supersede any prior or

CONTRACTOR'S NAME: David Taussig & Associates, Inc. CONTRACT No. C1011140

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:** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

18. **Non Waiver:** The failure of DISTRICT or CONTRACTOR 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. **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 services 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. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

Terry Fluent, Director, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

CONTRACTOR:

David Taussig & Associates, Inc.
Andrea Roess
5000 Birch Street, Ste. 6000
Newport Beach, CA 92660

20. **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.

CONTRACTOR'S NAME: David Taussig & Associates, Inc. CONTRACT No. C1011140

21. **Attorney Fees/Costs:** Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. **Governing Law:** The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>RFQ 6-1011 - Scope of Services</u>
c. Exhibit	C	<u></u>

THIS AGREEMENT IS ENTERED INTO THIS 12th DAY OF April, 2011.

Capistrano Unified School District

Name of District

By: Terry Fluent

Terry Fluent

Typed Name

Director, Purchasing

Title

April 11, 2011

Board Approval Date

David Taussig & Associates, Inc.

Contractor Name

Signature: David Taussig

Typed or Printed Name

Title

Taxpayer Identification Number

VII. PROFESSIONAL FEES/FEE SCHEDULE

1. FEE SCHEDULE – CFD FORMATION SERVICES

Total compensation (excluding expenses) for completion of Tasks 1 through 10 of Section 1 of the Scope of Services (CFD Formation Services) is time and materials, not to exceed \$30,000.

Consultant shall charge the following hourly rates for services related to Section 1 of the Scope of Services.

Table 1 - Hourly Rates

Managing Director	-	\$145/Hour
Manager	-	\$135/Hour
Senior Associate	-	\$120/Hour
Associate	-	\$110/Hour
Analyst	-	\$90/Hour
Research Assistant	-	\$70/Hour

Should more than one Project Landowner participate in the formation of the CFD, and should one or more of these additional Project Landowners desire to be placed in a separate Improvement Area or Zone from the first Project Landowner, additional time and materials may be charged, up to a maximum of \$5,000 per Improvement Area or Zone. Consulting services related to the preparation of certifications or tax spreads for later bond issues, shall be covered under a separate Agreement.

Any additional tasks assigned by the School District shall be charged at the hourly rates listed above.

In addition to fees for services, School District shall reimburse DTA for travel, photocopying, courier, facsimile, clerical, telephone expenses, and administrative charges, and other out-of-pocket expenses not to exceed \$2,000.

2. FEE SCHEDULE – ANNUAL ADMINISTRATION SERVICES

Total compensation (excluding expenses) for completion of Section 2 of the Scope of Services (Annual Administration Services) shall be billed on a per parcel and per District basis, as indicated in Table 2 below.

Table 2 - Annual Administration Services

TASKS	FEE
TASKS 1 THROUGH 10 OF SCOPE OF SERVICES IN RFQ EXCEPT TASK 4 (CFD DISCLOSURE)	\$1.70 PER PARCEL PLUS \$2,250 PER DISTRICT/IA
TASK 4 OF SCOPE OF SERVICES IN RFQ	\$1,200 PER CONTINUING DISCLOSURE REPORT

Any additional tasks assigned by the School District shall be charged at the hourly rates listed in Table 1 above. In addition to fees for services, School District shall reimburse DTA for out-of-pocket expenses for each CFD and/or IA as indicated in Table 3 below.

Table 3 – Expenses

REPRODUCTION: 8.5" x 11", 8.5" x 14", OR 11" x 17" (BLACK & WHITE) 8.5" x 11", 8.5" x 14", OR 11" x 17" (COLOR) LARGER THAN 11" x 17" (ASSESSOR MAPS, TRACT MAPS, BOUNDARY MAPS, ZONING MAPS, SPECIFIC PLANS, ETC.)	\$0.15/PAGE
	\$0.75/PAGE
	ACTUAL COST
TRAVEL: MILEAGE LONG DISTANCE (REGULARLY SCHEDULED COMMERCIAL AIRLINE TICKET COSTS, MEALS, LODGING, AND RENTAL VEHICLE)	\$0.51/MILE
	ACTUAL COST
TELEPHONE AND FACSIMILE	ACTUAL COST
POSTAGE, OVERNIGHT DELIVERY AND MESSENGER SERVICE	ACTUAL COST
CLERICAL SERVICES	\$35/HOUR
PURCHASE OF DATA: SECURED TAX ROLL, PAID/UNPAID DATA, ELECTRONIC, ASSESSOR'S MAP AND TRACT MAP FILES, OR OTHER THIRD-PARTY DATA	ACTUAL COST
	ACTUAL COST
OTHER OUT-OF-POCKET EXPENSES NOT MENTIONED ABOVE	ACTUAL COST

3. FEE SCHEDULE – OTHER TASKS

Total compensation for completion of Optional Tasks identified in Section 3 of the Scope of Services (Other Tasks) shall be billed on a flat fee basis as indicated in Table 4 below or charged at the hourly rates listed in Table 1 above. In addition to fees for services, School District shall reimburse DTA for out-of-pocket expenses for each task not to exceed the amounts shown in Table 3 below.

Table 4 - Other Tasks

TASK	FLAT FEE	EXPENSES
TASK 1 – ANNUAL DISCLOSURE (COPS/SFID)	\$1,000 PER DISCLOSURE REPORT	\$150
TASK 2 – COPS PREPAYMENT ANALYSIS TASK 3 – REDEVELOPMENT FUND REVIEW TASK 5 – ACCOUNT STATEMENT REVIEW FOR CFD No. 90-1 AND COPS TASK 6 – DELINQUENCY COLLECTIONS TASK 7 – SBE BOUNDARY MAP PREPARATION TASK 8 - ALL OTHER TASKS REQUESTED BY CUSD	TIME & MATERIALS BASED ON HOURLY RATES IN TABLE 1 ABOVE	BASED ON ACTUAL EXPENSES
TASK 4 -- CFD No. 90-1 SPECIAL TAX LETTER	\$250 PER LETTER	\$50

VI. SCOPE OF SERVICES

David Taussig & Associates, Inc. shall provide special tax consulting services, as described in the tasks below.

1. SCOPE OF SERVICES – CFD FORMATION AND BOND ISSUANCE SERVICES

Task 1 Initial Meeting

Attend an initial meeting to discuss the scope of work, proposed schedule, and to identify any other issues prior to beginning work.

Task 2 Research

Gather the necessary data from the developer (the "Project Developer"), and/or the School District. The Project Developer and/or the School District are responsible for providing and verifying data describing types of projected development, improved property values, development absorption rates, net taxable acreage, and the estimated cost of the non-school public improvements proposed to be financed. DTA shall rely on such data provided by the Project Developer and/or School District, and shall not be responsible for verifying its accuracy.

Task 3 Mitigation Analysis

Assist the School District in determining the proper mitigation amount for the project. DTA shall estimate the number of students generated by the project, costs of interim housing and administrative facilities, school facilities costs per student, and the total amount needed to mitigate the project's impact on the School District.

Task 4 Tax Spread

DTA shall prepare up to a total of fifteen special tax spreads (the "Tax Spread") based on land use, building square footage, and/or acreage as obtained through Task 2 above. Calculate special taxes to support financing of mitigation amount and any proposed non-school facilities. DTA may recommend alternative techniques to apportion special taxes to enhance project feasibility.

Task 5 Rate & Method of Apportionment and Public Report

Prepare the Rate and Method of Apportionment of Special Tax (the "RMA") which describes the methodology used to calculate the annual special tax levy for the CFD. Prepare the Public Report, as described in Section 53321.5 of the California Government Code, containing descriptions of the proposed public facilities, their estimated costs, projected bonded indebtedness, the anticipated issuance date and maximum annual special tax rates.

Task 6 Document Review and Preparation

Assist Bond Counsel and Underwriter's Counsel with the preparation of required documents, including the Resolution of Intention, Resolution of Formation, various tables in the Official Statement and related items.

Task 7 Bond Sizing

Assist Underwriter in sizing of bond issue (e.g., use of increasing debt service, capitalized interest, etc.) to establish an optimal schedule of bond sales to maximize funding capacity and generate the greatest possible benefit to all interested parties, as well as to alleviate cash flow

constraints.

Task 8 Special Tax Consultant Certificate

DTA shall prepare and execute a Special Tax Consultant Certificate confirming the adequacy of special taxes to meet debt service requirements for first bond issue.

Task 9 Verbal Consulting Services and Meetings

Provide verbal consulting services and advice to School District and Project Landowner regarding the financing during the period in which Tasks 1 through 9 are being completed. In addition, DTA shall attend up to a total of three meetings (not including Task 1). These meetings may be used to discuss or present the Tax Spread, Rate and Method of Apportionment of Special Tax, Public Report, or other items prepared by DTA. They may also be used for the protest hearing, or other public meetings.

Task 10 Preparation of Boundary Map

Prepare the CFD boundary map pursuant to the requirements of the Mello-Roos Act and the County Recorder's Office, assuming that computerized base maps are provided by Project Developer. Record map at the County Recorder's office and distribute copy of recorded map to the project team.

2. SCOPE OF SERVICES – ANNUAL ADMINISTRATION SERVICES

DTA shall provide the services as listed under "Scope of Services to be Provided" in the School District's RFQ.

3. SCOPE OF SERVICES – OTHER TASKS (OPTIONAL)

This section addresses services that DTA typically provides each year as requested by the School District. These tasks may require additional fees.

Task 1 Annual Disclosure (COPs/SFID)

DTA can prepare the annual disclosure reports for the Certificates of Participation ("COPs") and School Facilities Improvement District No. 1 ("SFID").

Task 2 COPs Prepayment Analysis

DTA can assist the District with analysis necessary for any COP payments and prepayments.

Task 3 Cities of Mission Viejo and San Juan Capistrano Redevelopment Funds

DTA can monitor the City of Mission Viejo Redevelopment Fund and the City of San Juan Capistrano Redevelopment Fund to verify that monies are being transferred to the School District correctly.

Task 4 Special Tax Letter for CUSD CFD No. 90-1

DTA can prepare the annual special tax letter for CUSD CFD No. 90-1 (Coto de Caza) which shows the updated special tax rates for the CFD.

Task 5 Account Statement Review for CUSD CFD No. 90-1 and the COPs

DTA can review the monthly account activity for CUSD CFD No. 90-1 and the COPs.

Task 6 Collection of Delinquent Special Taxes

DTA can assist the School District with the development of procedures to cure delinquent special taxes. DTA can assist with the preparation of demand letters and support documents necessary for foreclosure actions.

Task 7 Recordation of New CFD Boundaries with the SBE

This task entails the preparation of the documentation necessary to record the boundaries of newly formed CFDs with the State Board of Equalization ("SBE"). Recording the boundaries with the SBE will ensure that the County will create separate tax rate areas for the CFD.

Task 8 All Other Tasks

DTA can assist on any other tasks as requested by the School District.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

**RATIFICATION OF AGREEMENT FOR INTRANET NETWORK SUPPORT
SERVICES WITH ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

This item was pulled from the agenda on 6/5/13.

(Pages 385-392)

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

REVISED
6-7-13

Personnel Activity List Board of Trustees Regular Meeting of June 12, 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. Abaroa Avila, Luz	Inst Asst	Layoff	01/07/1998	06/30/2013
2. Allford, Jordan	Inst Asst	Layoff	01/24/2013	06/30/2013
3. Arif, Zarghona	Sub Student Supvr	District Initiated	08/31/2005	04/22/2013
4. Bochenek, Jennifer	Presch Teacher	Layoff	10/01/2010	06/30/2013
5. Bougrab, Maria	Inst Asst	Layoff	01/08/2013	06/30/2013
6. Bover, Nicole	BIngl Comm Svcs Liaison	Layoff	02/04/2013	06/30/2013
7. Brillon, Carol	Inst Asst	Layoff	02/19/2013	06/30/2013
8. Burke, Susan	Inst Asst-Title I	Layoff	02/06/2012	06/30/2013
9. Burton, Irma	BIngl Inst Asst	Layoff	01/14/2002	06/30/2013
10. Calderon, Vanessa	Sub Student Supvr	Voluntary	10/07/2011	06/30/2013
11. Camarena, Wendy	Student Supvr	Voluntary	09/08/2009	06/11/2013
12. Collister, Megan	Inst Asst	Layoff	05/20/2013	06/30/2013
13. D'Innocenzo, Mary	Sub FS Worker	Voluntary	08/20/2012	06/30/2013
14. Davis, Melissa	Inst Asst	Layoff	04/15/2013	06/30/2013
15. Diaz, Martha	BIngl Inst Asst	Layoff	12/10/1990	07/07/2013
16. Donahue, Carol	Inst Asst	Layoff	11/26/2001	06/30/2013
17. Engle, Rachel	Inst Asst-Presch	Voluntary	09/30/1985	06/28/2013
18. Evans, Catherine	LVN	Voluntary	10/15/2007	03/28/2013
19. Fay, Darren	IF-Sp Ed	Relocation	04/16/2007	06/17/2013
20. Garcia, Martha	Inst Asst	Layoff	04/17/2006	06/30/2013
21. Gillen, Jackie	Inst Asst	Layoff	11/15/2001	06/30/2013
22. Gonzalez, Arturo	Custodian II	Retirement	11/15/1988	06/28/2013
23. Gonzalez, Judith	Student Supvr	Voluntary	03/03/2011	06/11/2013
24. Graver, Diane	Sub Clerk	Voluntary	06/29/2012	06/30/2013
25. Gross, Marjorie	Sub IF-Sp Ed Sub Inst Asst-Sp Ed Sub Inst Asst-Sp Ed Presch	Voluntary	04/26/2012	06/30/2013
26. Hanning, Kimberly	Student Supvr	Voluntary	02/26/2009	06/11/2013
27. Hopkins, Velma	BIngl Inst Asst	Layoff	10/08/2004	07/07/2013
28. Iribarne, Nicole	BIngl Comm Svcs Liaison	Layoff	04/15/2013	06/30/2013
29. Kaur, Harpeet	Inst Asst	Layoff	11/15/2011	06/30/2013
30. LaCombe, Julie	Inst Asst	Relocation	01/31/2005	05/28/2013
31. LaPlante, Victoria	Presch Teacher	Retirement	01/14/2002	06/13/2013
32. Leeman, James	Inst Asst-Sp Ed	Voluntary	03/03/2011	06/11/2013
33. Louch, Elizabeth	IF-Sp Ed	Retirement	09/05/1991	06/11/2013
34. Martin, Kristi	Inst Asst	Layoff	12/14/1998	06/30/2013
35. McDermott, Cindy	HS Campus Supvr	Voluntary	11/09/1999	06/11/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of June 12, 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>
36. McPherson, Denise	Inst Asst	Layoff	10/24/2011	06/30/2013
37. Micalizzi, Tracy	Sub Inst Asst-Sp Ed Presch	Voluntary	11/06/2012	06/30/2013
38. Mohammadi, Lili	Inst Asst	Layoff	10/05/1992	06/30/2013
39. Montoya Jr., Silverio	Sch Bus Driver	Retirement	03/26/1996	06/11/2013
40. Moore, Julie	Inst Asst-Sp Ed	Retirement	09/07/1995	06/11/2013
41. Nava De Castaneda, Juana	Sub Inst Asst-Presch	Voluntary	09/05/2012	06/30/2013
42. Nelson, Nikolas	Walk on Coach	District Initiated	08/10/2009	05/28/2013
43. Nieto, Diana	Blngl Inst Asst	Layoff	11/06/1990	06/30/2013
44. Ochoa, Sheila	MS Campus Supvr	Personal	10/18/2004	06/11/2013
45. Ortega, Carman	Blngl Inst Asst	Layoff	11/26/2007	06/30/2013
46. Paterson, Elizabeth	Job Technician	Retirement	12/04/2000	06/13/2013
47. Sole Almodovar, Natalia	Inst Asst	Layoff	02/14/2013	06/30/2013
48. Trumbo, Dawn	Inst Asst	Layoff	11/20/2011	06/30/2013
49. Valenti, Kathleen	Sch Clerk I	Layoff	10/11/1993	06/30/2013
50. Wade, Veronica	Blngl Inst Asst	Layoff	05/02/2012	06/30/2013
51. Ward, Linda	Sub Inst Asst-Sp Ed Presch	Voluntary	05/15/2012	06/30/2013
52. West, Pamela	Sub Inst Asst-Presch	Voluntary	05/19/1998	06/28/2013
53. Wheeler, Donna	Inst Asst	Layoff	09/20/1993	06/30/2013
54. Williams, Frank	Sch Bus Driver	Retirement	09/05/1995	06/11/2013
55. Williams, JoAnn	Inst Asst	Layoff	10/01/2002	06/30/2013
56. Yang, Monica	Inst Asst-Title I	Layoff	12/13/2011	06/30/2013
57. Zatica, Sara	Inst Asst	Layoff	01/10/2012	06/30/2013

APPROVE EMPLOYMENT

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
58. Beard, Ann	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	09/09/2013

<u>Name</u>	<u>Recall from Layoff</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
59. Hanson, Jodi	MS Campus Supvr (9.5mo/17.5hpw)	\$18.43 hr	R23-5	09/09/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of June 12, 2013
Classified Employees

APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Reemploy Laid Off Employee</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
60. Effenberger, Kenneth	Groundskeeper (12mo/40hpw)	\$3,702.65 mo	R27-6	06/24/2013
61. Rawas, Alba	BIngl Clerk (9.5mo/17.5hpw)	\$ 15.93 hr	R25-1	09/09/2013
62. Stevenson, Carol	Intermediate Office Asst (12mo/40hpw)	\$3,196.59 mo	R25-4	06/28/2013

<u>Name</u>	<u>Position Title</u>	<u>Reduction in Hours In Lieu of Layoff</u>	<u>Range Step</u>	<u>Effective Date</u>
63. Roach, Eileen	Sch Clerk I (10.75mo/17.5hpw)	Sch Clerk I (10mo/17.5hpw)	R23-15	09/03/2013

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
64. Camarena, Wendy	Student Supvr	\$ 10.00 hr		06/13/2013
65. Gonzalez, Judith	Student Supvr	\$ 10.00 hr		06/13/2013
66. McKay, Krisanne	Student Supvr	\$ 10.00 hr		06/13/2013
67. Nuqui, Jonathan	Custodian I	\$ 16.33 hr	R26-1	06/13/2013
68. Ochoa, Sheila	MS Campus Supvr	\$ 15.16 hr	R23-1	06/13/2013
69. Ruiz, Gerardo	Custodian I	\$ 16.33 hr	R26-1	09/09/2013
70. Uy, Abraham	Custodian I	\$ 16.33 hr	R26-1	06/13/2013
71. Walker, Shari	Intermediate Office Asst	\$ 15.93 hr	R25-1	04/22/2013- 06/14/2013

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
72. Ayala, Robert	Student Worker	\$ 8.00 hr	05/01/2013- 06/30/2013
73. Brown, Nancy	Testing Asst	\$ 13.74 hr	07/01/2013- 09/30/2013
74. Gomez, Lydia	Testing Asst	\$ 13.74 hr	07/01/2013- 09/30/2013
75. McGinnis, Aaron	Student Worker	\$ 8.00 hr	05/10/2013- 06/30/2013
76. McKee, Skylar	Student Worker	\$ 8.00 hr	05/17/2013- 06/30/2013
77. Owen-Faler, Joanna	Student Worker	\$ 8.00 hr	05/02/2013- 06/30/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of June 12, 2013
Classified Employees

APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
78. Rodriguez, Nascina	Testing Asst	\$13.74 hr	05/14/2013- 06/11/2013
79. Slayton, Benjamin	Student Worker	\$ 8.00 hr	05/01/2013- 06/30/2013
80. Tullie, Carol	Testing Asst	\$13.74 hr	07/01/2013- 09/30/2013
81. Whisler, Luke	Student Worker	\$ 8.00 hr	05/01/2013- 06/30/2013
82. Willet, Olivia	Student Worker	\$ 8.00 hr	05/17/2013- 06/30/2013

APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
83. Seymour, Chad	Track, Varsity (Asst)	Aliso Niguel HS	\$ 2,609.00 prorate per dates	04/22/2013- 05/03/2013

APPROVE CIF CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
84. Allison, Jim	Softball, Varsity (Asst)	Aliso Niguel HS	\$ 260.90	05/06/2013
85. Awender, Richard	Baseball, Varsity (Asst)	Capistrano Valley HS	\$ 347.80	05/11/2013
86. Caouette, Alan	Softball, Varsity (Head)	Aliso Niguel HS	\$ 347.80	05/06/2013
87. Carlson, Cynthia	Swimming, Girls Varsity (Head)	Dana Hills HS	\$ 326.10	05/06/2013
88. Conad, Todd	Swimming, Girls Varsity (Head)	Tesoro HS	\$ 326.10	05/06/2013
89. Corbett, Kevin	Track, Boys Varsity (Asst)	San Clemente HS	\$ 130.45	05/04/2013
90. Fasola, Patricia	Track, Boys Varsity (Asst)	Tesoro HS	\$ 260.90 \$ 130.45	05/06/2013
91. Gilman, Steven	Baseball, Varsity (Asst)	San Juan Hills HS	\$ 304.40	05/13/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of June 12, 2013
Classified Employees

APPROVE CIF CO-CURRICULAR ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
92. Harrison, Kenneth	Track,	Tesoro HS	\$ 260.90	05/06/2013
	Boys Varsity (Asst)		\$ 130.45	
93. Kwak, Jason	Volleyball,	Aliso Niguel HS	\$ 326.10	05/06/2013
	Boys Varsity (Head)			
94. Miranda, Albert	Track,	Tesoro HS	\$ 347.80	05/06/2013
	Girls Varsity (Head)		\$ 173.90	
95. Munsell, Donald	Softball,	Tesoro HS	\$ 347.80	05/12/2013
	Varsity (Head)			
96. Newberry, Daniel	Swimming,	San Juan Hills HS	\$ 326.10	05/06/2013
	Girls Varsity (Head)			
	Boys Varsity (Head)		\$ 326.10	
97. Parks, Joshua	Basketball,	Tesoro HS	\$ 347.80	02/24/2013
	Boys Varsity (Asst)			
98. Pfeil, Terry	Track,	Tesoro HS	\$ 347.80	05/06/2013
	Boys Varsity (Head)		\$ 173.90	
99. Prosser, Matthew	Volleyball,	San Juan Hills HS	\$ 326.10	05/06/2013
	Boys Varsity (Head)			
100. Wilburton, Phil	Golf,	Dana Hills HS	\$ 326.10	05/06/2013
	Boys Varsity (Head)		\$ 163.05	
101. Zamora, Robert	Baseball,	Capistrano Valley HS	\$ 304.40	05/11/2013
	Varsity (Asst)			

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
102. Alford, Jordan	Football,	San Juan Hills HS	\$ 3,000.00	07/01/2013-
	Varsity			08/31/2013
103. Briggs, Charles	Football,	San Juan Hills HS	\$ 3,000.00	07/01/2013-
	Varsity			08/31/2013
104. Calta, Danielle	Pep Squad,	Tesoro HS	\$23,000.00	06/01/2013-
	Song			04/30/2014
105. Caouette, Alan	Softball,	Aliso Niguel HS	\$ 3,600.00	06/24/2013-
	(Head)			08/15/2013
106. Clawson, Roger	Football,	San Juan Hills HS	\$ 2,300.00	07/01/2013-
	Varsity			08/31/2013
107. Colby, Stephanie	Color Guard	Aliso Niguel HS	\$ 300.00	06/01/2013-
				05/30/2014

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of June 12, 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>
108. Crowe, Mike	Football, Freshman	San Juan Hills HS	\$ 2,000.00	07/01/2013- 08/31/2013
109. Cunningham, Robert	Football	Dana Hills HS	\$ 2,000.00	05/20/2013- 07/31/2013
110. Curtis, Brad	Football	Dana Hills HS	\$ 2,000.00	05/20/2013- 07/31/2013
111. Desiano, Tom	Basketball	Dana Hills HS	\$ 3,500.00	04/20/2013- 06/01/2013
112. Durst, Tracy	Athletic Trainer	Tesoro HS	\$ 5,000.00	12/01/2012- 05/10/2013
113. Ferry, Megan	Soccer, Girls	San Juan Hills HS	\$ 1,500.00	07/01/2013- 08/31/2013
114. Gomez, Porfirio	Color Guard	Aliso Niguel HS	\$ 300.00	06/13/2013- 06/30/2014
115. Hamren, Robin	Pep Squad, Song	Tesoro HS	\$21,000.00	06/01/2013- 04/30/2014
116. Hayes, Monica	Soccer, Girls	San Juan Hills HS	\$ 1,500.00	07/01/2013- 08/31/2013
117. Henson, Trent	Football	Dana Hills HS	\$ 2,000.00	05/20/2013- 07/31/2013
118. Iavarone, John	Football, Varsity	San Juan Hills HS	\$ 2,300.00	07/01/2013- 08/31/2013
119. Janke, Janelle	Softball, (Asst)	San Juan Hills HS	\$ 2,330.00	02/01/2013- 05/10/2013
120. Kerhoulas, Dion	Golf, Boys (Asst)	San Clemente HS	\$ 2,174.00	02/11/2013- 05/03/2013
121. Kwak, Jason	Volleyball, Boys, (Head)	Aliso Niguel HS	\$ 2,400.00	05/13/2013- 06/10/2013
122. Martinez, Michael	Athletic Trainer	San Juan Hills HS	\$ 4,130.00	07/01/2013- 08/31/2013
123. Miranda, Albert	Track	Tesoro HS	\$ 600.00	05/14/2013- 06/11/2013
124. Moguet, Nicholai	Football, Varsity	San Juan Hills HS	\$ 2,000.00	07/01/2013- 08/31/2013
125. Morris, Joe	Football	Dana Hills HS	\$ 1,000.00	07/08/2013- 07/31/2013
126. Murphy, Kevin	Basketball, Boys (Asst)	Dana Hills HS	\$ 1,300.00	04/20/2013- 06/01/2013
127. Napora, Justin	Baseball, (Asst)	San Juan Hills HS	\$ 250.00	05/13/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of June 12, 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>
128. Owens, Lester	Football, Varsity	San Juan Hills HS	\$ 2,300.00	07/01/2013- 08/31/2013
129. Page, Craig	Football	Dana Hills HS	\$ 1,000.00	07/08/2013- 07/31/2013
130. Pfeil, Terry	Track	Tesoro HS	\$ 600.00	05/14/2013- 06/11/2013
131. Pfeuffer, Alex	Football	Dana Hills HS	\$ 1,000.00	07/08/2013- 07/31/2013
132. Rusinkovich, Jake	Football	Dana Hills HS	\$ 4,000.00	05/20/2013- 07/31/2013
133. Rusinkovich, John	Football	Dana Hills HS	\$ 2,000.00	05/20/2013- 07/31/2013
134. Sharifan, Tejave	Football, Varsity	San Juan Hills HS	\$ 2,000.00	07/01/2013- 08/31/2013
135. Smith, Ryan	Football	Dana Hills HS	\$ 1,000.00	07/08/2013- 07/31/2013
136. Stuart, Cris	Pep Squad, Cheer	Tesoro HS	\$18,000.00	06/01/2013- 04/30/2014
137. Tran, Will	Dance	Dana Hills HS	\$ 5,500.00	08/01/2013- 06/01/2014
138. White, Sean	Strength/Conditioning, Football	Capistrano Valley HS	\$ 2,608.00	06/01/2013- 07/31/2013

APPROVE PROMOTION

<u>Name</u>	<u>Former Position</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
139. Lodes, Natalia	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/17.5hpw)	R22-2	09/09/2013
140. Patel, Bhavana	Account Clerk III (12mo/40hpw)	Account Tech I (12mo/40hpw)	R34-6	06/13/2013

APPROVE ASSIGNMENT ADJUSTMENTS

<u>Name</u>	<u>Former Position</u>	<u>Assignment Adjustment</u>	<u>Range Step</u>	<u>Effective Date</u>
141. Roach, Eileen	Schl Clerk I (10.75/17.5hpw)	Sch Clerk I (10mo/17.5hpw)	R23-15	09/03/2013

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APPROVE TEMPORARY ADDITIONAL ASSIGNMENT

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date</u>
142. Cabrera, Alicia	Testing Asst TAA NTE 200 hrs (Assist with CELDT testing)	R19-2	07/01/2013- 09/30/2013
143. Diaz, Martha	Testing Asst TAA NTE 200 hrs (Assist with CELDT testing)	R19-20	07/01/2013- 09/30/2013
144. Harrison, Eva	Testing Asst TAA NTE 60 hrs (Assist with CELDT testing)	R19-20	07/01/2013- 09/30/2013
145. Hernandez, Myrna	Testing Asst TAA NTE 150 hrs (Assist with CELDT testing)	R19-10	07/01/2013- 09/30/2013
146. Mejia, Rebeca	Testing Asst TAA NTE 200 hrs (Assist with CELDT testing)	R19-15	07/01/2013- 09/30/2013
147. Novack, Mary	Testing Asst TAA NTE 200 hrs (Assist with CELDT testing)	R19-20	07/01/2013- 09/30/2013
148. Parson, Alma	Testing Asst TAA NTE 100 hrs (Assist with CELDT testing)	R19-10	07/01/2013- 09/30/2013
149. Rodriguez, Nascina	Testing Asst TAA NTE 300 hrs (Assist with CELDT testing)	R19-20	07/01/2013- 09/30/2013
150. Smith, Susan	Testing Asst TAA NTE 200 hrs (Assist with CELDT testing)	R19-10	07/01/2013- 09/30/2013
151. Verdugo, Annie	Testing Asst TAA NTE 100 hrs (Assist with CELDT testing)	R19-20	07/01/2013- 09/30/2013

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
152. Farias, Patricia	FS Worker TAA NTE 25 hpw (Production for nutrition program)	06/26/2013- 09/06/2013
153. Rodriguez, Laura	Lead FS Worker I TAA NTE 30 hpw (Production for nutrition program)	06/26/2013- 09/06/2013
154. Seay Jr., Laurence	IF-Sp Ed TAA NTE 3 hrs (Assist student on field trip)	05/13/2013
155. Silva, Jose	FS Worker TAA NTE 30 hpw (Production for nutrition program)	06/26/2013- 09/06/2013
156. Vega, Buenaventura	FS Elem Cashier TAA NTE 15 hpw (Production for nutrition program)	07/01/2013- 08/30/2013
157. Zamarripa, Lorena	FS Worker TAA NTE 25 hpw (Production for nutrition program)	06/26/2013- 09/06/2013

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**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>
158. Cibrian, Maria	FS Worker (9.5mo/15hpw)	Student Supvr		05/08/2013
159. Doolin, Bridget	Student Supvr (9.5mo/12.5hpw)	Inst Asst	R19-1	05/07/2013
160. Leopard, Janet	Health Asst (9.5mo/17.5hpw)	Clerk	R23-10	05/01/2013
161. Novack, Mary	BIngl Inst Asst (9.5mo/15hpw)	Student Supvr		05/01/2013

**APPROVE SUMMER EMPLOYMENT
PAY AT REGULAR RATE OF PAY**

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
162. Hunstein, Ellen	Inst Asst-Presch TAA NTE 64 hrs (Provide summer support)	07/01/2013- 07/26/2013
163. LeVrier, William	Delegate Behind the Wheel Trainer TAA NTE 40 hrs (Provide behind the wheel training as needed)	06/24/2013- 08/02/2013
164. Webster, Anne	Inst Asst-Music TAA NTE 30 hrs (Provide instrument repairs and inventory)	06/17/2013- 09/06/2013

APPROVE LEAVES OF ABSENCE

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
165. Bowen, Erin	Personal	05/03/2013- 05/24/2013
166. Norman, Kathleen	Personal	05/25/2013- 06/11/2013

REVISED
6-7-13

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ACCEPT RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Anderson, Sean	Teacher	Personal	08/19/2005	06/20/2013
2. Black, Robert	Teacher	Retirement	09/02/1986	06/30/2013
3. Gilpin, Linda	Teacher	Retirement	09/21/1983	06/30/2013
4. Leslie, Elizabeth	Teacher	Relocation	10/11/2010	07/26/2013
5. Moe, Kenneth	Principal	Retirement	09/05/1978	06/28/2013
6. Nunez, Aida	Principal	Retirement	07/01/1994	06/28/2013
7. Richards, Barbara	Teacher	Retirement	09/03/1996	06/30/2013
8. Schafer, Nadia	Substitute Teacher	District Initiated	09/29/2011	05/21/2013
9. Vargas, Ricardo	Substitute Teacher	Voluntary	10/11/2012	05/20/2013

APPROVE ASSIGNMENT ADJUSTMENT

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
10. Cadiz, Robin	Teacher-LOA	Teacher	09/06/2013
11. Loftis, Jennifer	Teacher-LOA	Teacher	09/06/2013
12. Oh, Jennifer	Teacher-100%	Teacher-60%	09/06/2013

APPROVE SUMMER SCHOOL

Skills Readiness for Incoming Kindergarten Students – San Juan Elem

Not to exceed 35 hours instructional pay @ \$35.00 per hour
08/12/2013-08/30/2013

13. Sandoval-Fitz, Yohana

14. Tawil, Gracie

Complete Preschool Summer Assessments – Special Education

Not to exceed 160 hours pay @ hourly per diem rate
07/01/2013-08/30/2013

15. Antonius, Lynda

18. Eaton, Andrea

16. Bland, Lisa

19. Ferrera, Carla

17. Brown, Susie

Home/Hospital Instruction Extended School Year – Special Education

Not to exceed 20 hours pay @ hourly per diem rate
07/01/2013-07/27/2013

20. Kenney, Valerie

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APPROVE ADDITIONAL ASSIGNMENTS

Home/Hospital Instruction – Multiple Sites

Not to exceed 5 hpw instructional pay @ \$35.00 per hour
12/10/2012-06/30/2013

- | | |
|------------------------|---------------------------|
| 21. McElroy, Dean | 26. Famalette, Dwyann |
| 22. Unzueta, Gabrielle | 27. John, Donnelly |
| 23. Brooks, Tracey | 28. O'Toner, Eric |
| 24. Hayden, Carolyn | 29. Antonatos, Rose Marie |
| 25. Sanchez, Lynne | |

Not to exceed 5 hpw pay @ 18.00 per hour
03/25/2013-06/30/2013

30. Love, Heather

Saturday School Proctor – Multiple Sites

Not to exceed 50 hours instructional pay @ \$35.00 per hour
02/01/2013-06/11/2013

- | | |
|-------------------------|--------------------|
| 31. Beukema, John | 34. Talley, Bobby |
| 32. Herwig, Christopher | 35. Westling, Kurt |
| 33. Stinson, Rick | |

After School Musical Performance – Marblehead Elem

Not to exceed 7 hours instructional pay @ \$35.00 per hour
05/06/2013-06/11/2013

36. Pratt, Jonathan

End of the Year Activities – Marblehead Elem

Not to exceed 6 hours non-instructional pay @ \$30.00 per hour
05/22/2013-06/11/2013

37. Maroshek, Barbara

After School ELA Class – Marco Forster MS

Not to exceed 10 hours instructional pay @ \$35.00 per hour
04/01/2013-06/11/2013

38. Romero, Debra

Collaborate on Practices to Support English Learners – Shorecliffs MS

Not to exceed 4 hours non-instructional pay @ \$30.00 per hour
05/14/2013-06/12/2013

- | | |
|---------------------|------------------|
| 39. Grondahl, Becky | 40. Murphy, Orla |
|---------------------|------------------|

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APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

AP Review – Dana Hills HS

Not to exceed 6 hours instructional pay @ \$35.00 per hour
04/17/2013-05/13/2013

- | | |
|------------------------|-----------------------|
| 41. Coghill, Molly | 46. Mairs, Robin |
| 42. Compean, Leo | 47. Prinz, Jeff |
| 43. Degen, Marc | 48. Ritscher, Nate |
| 44. Haninger, Corrinne | 49. Sampson, Audra |
| 45. Johnson, Georgette | 50. Wallace, Danielle |

ADD/SIOP Training – Tesoro HS

Not to exceed 6 hours instructional pay @ \$35.00 per hour
02/04/2013-06/11/2013

- | | |
|------------------------|---------------------|
| 51. Berkenkotter, Kurt | 54. Langdale, Kerry |
| 52. Chance, Peter | 55. McClean, Robert |
| 53. Gelsinger, Evevon | 56. Stegner, Susan |

Academic Intervention – Adult Education

Not to exceed 6 hours instructional pay @ \$35.00 per hour
05/06/2013-06/11/2013

- | | |
|--|---------------------|
| 57. Enmeier, Mark | 58. Trotter, Chad |
| Not to exceed 19.5 hours pay @ 32.00 per hour
05/06/2013-08/02/2013 | |
| 59. Hogan-Miertschin, Lauren | 60. Milligan, Shawn |

Teach CPR and First Aid Class – Adult Education

Not to exceed 19.5 hours pay @ \$32.00 per hour
07/11/2013-07/14/2013

61. Vartanian, Laurie

BTSA Induction Program – Capistrano Home School

Not to exceed 85 hours non-instructional pay @ \$30.00 per hour
07/01/2012-06/30/2013

62. Rose, Linda

Creation and Development of the MS Math Common Core Units – Education Services

Not to exceed 40 hours non-instructional pay @ \$30.00 per hour
05/01/2013-06/28/2013

63. Olson, Stacey

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APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Meeting for Common Core Math Units – Education Services
Not to exceed 4 hours non-instructional pay @ \$30.00 per hour
05/16/2013

64. Beckler, Ann	70. Rosser, John
65. Jax, Alison	71. Schwartzberg, Jake
66. Miller Teresa	72. Tanaka, Mio
67. Nixon, Robyn	73. Tinker, Jim
68. O'Rourke, Patrick	74. Wynne, Rita
69. Powers, Kari	

Curriculum Planning and Scheduling for Primary and Block Music – Music
Not to exceed 30 hours non-instructional pay @ \$30.00 per hour
06/17/2013-09/07/2013

75. Wentzel, Kory

Home Tutoring – Special Education
Not to exceed 50 hours instructional pay @ \$35.00 per hour
07/01/2013-06/18/2014

76. Hindman, DeeAnn

Provide Speech Services per Charter School Calendar – Special Education
Not to exceed 12 hours pay @ hourly per diem rate
06/13/2013-06/19/2013

77. Glaspell, Stefanie	78. Trejo, Whitney
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Speech Therapy to Home/Hospital Students – Special Education
Not to exceed 4 hours pay @ hourly per diem rate
05/16/2013-07/28/2013

79. Antonius, Terry	80. Hesseltine, Christina
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APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
81. Balck, Jenni	Outdoor Education, Elementary	Oso Grande Elem	\$109.00 per night	04/23/2013- 04/26/2013
82. Berger, Ann	Outdoor Education, Elementary	Oso Grande Elem	\$109.00 per night	04/23/2012- 04/26/2013
83. Comstock, Jessica	Outdoor Education, Elementary	Del Obispo Elem	\$109.00 per night	05/23/2013- 05/28/2013

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APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
84. Hall, Kimberly	Outdoor Education, Elementary	Oso Grande Elem	\$ 109.00 per night	04/23/2012- 04/26/2013
85. Haupt, Mary	Outdoor Education, Elementary	Oso Grande Elem	\$ 109.00 per night	04/23/2013- 04/26/2013
86. Mednick, Melissa	Outdoor Education, Elementary	Oso Grande Elem	\$ 109.00 per night	04/23/2013- 04/26/2013
87. Shwam, Celina	Outdoor Education, Elementary	Oso Grande Elem	\$ 109.00 per night	04/23/2013- 04/26/2013
88. Takach, Eric	Department Chair, Middle School	Marco Forster MS	\$3,044.00 \$3,044.00	09/03/2009- 06/23/2010 09/02/2010- 06/24/2011

APPROVE CIF CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
89. Brown, Rich	Baseball, Varsity (Asst)	San Clemente HS	\$ 304.40	05/11/2013
90. Cox, Ryan	Swimming, Boys Varsity (Head)	Aliso Niguel HS	\$ 326.10	05/06/2013
91. Gibson, Mike	Swimming, Girls Varsity (Head)	Tesoro HS	\$ 163.05	05/06/2013
92. Green, Justin	Tennis, Boys Varsity (Head)	Dana Hills HS	\$ 163.05	05/13/2013
93. Hurlbut, Mike	Golf, Boys Varsity (Head)	San Clemente HS	\$ 326.10 \$ 163.05	05/01/2013
94. Johnson, Dan	Track, Boys Varsity (Head)	San Clemente HS	\$ 347.80 \$ 173.90	05/04/2013
95. Johnstone, Van	Golf, Boys Varsity (Head)	Tesoro HS	\$ 326.10 \$ 163.05	05/12/2013
96. Lynch, Erick	Swimming, Girls Varsity (Head)	Aliso Niguel HS	\$ 326.10	05/06/2013
97. Mulligan, Shawn	Track, Boys Varsity (Asst)	San Clemente HS	\$ 130.45	05/04/2013
98. Proodian, Dave	Track, Girls Varsity (Head)	San Clemente HS	\$ 347.80	05/04/2013

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APPROVE CIF CO-CURRICULAR ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
99. Rosa, Matt	Swimming, Boys Varsity (Head)	Dana Hills HS	\$ 347.80	05/06/2013
100. Sayles, Kenneth	Track, Girls Varsity (Head)	Capistrano Valley HS	\$ 173.90	05/12/2013
101. Simmons, Oz	Volleyball, Boys Varsity (Head)	Dana Hills HS	\$ 326.10	05/06/2013
102. Tinker, James	Golf, Boys Varsity (Head)	San Juan Hills HS	\$ 326.10	05/05/2013
103. Wachenheim, Paul	Softball, Varsity (Asst)	Tesoro HS	\$ 304.40	05/12/2013
104. Walsh, John	Track, Boys Varsity (Asst)	Aliso Niguel HS	\$ 260.90	05/06/2013
105. Werner, Dan	Track, Boys Varsity (Head)	Aliso Niguel HS	\$ 347.80	05/06/2013
106. Wooten, Jeremy	Baseball, Varsity (Head)	San Juan Hills HS	\$ 347.80	05/13/2013

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
107. Brail, Richard	Baseball, Jr Varsity	Tesoro HS	\$3,044.00	05/13/2013- 08/01/2013
108. Flowers, Aaron	Football, Varsity Freshman	San Juan Hills HS	\$3,500.00 \$3,500.00	07/01/2013- 08/31/2013
109. Gonzalez, Armando	Football, Varsity Freshman	San Juan Hills HS	\$2,700.00 \$2,000.00	07/01/2013- 08/31/2013
110. Hernandez, Juan	Basketball	San Juan Hills HS	\$3,000.00	07/01/2013- 08/30/2013
111. McCullough, Stephen	Football	Dana Hills HS	\$2,000.00	05/20/2013- 06/07/2013
112. Rusinkovich, Todd	Football	Dana Hills HS	\$3,000.00	05/20/2013- 06/07/2013
113. Skinner, Phillip	Football	Dana Hills HS	\$2,000.00	05/20/2013- 06/07/2013

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APPROVE LEAVES OF ABSENCE

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
114. Gray, Megan	Personal	2013-2014
115. Migge, Christina	Personal	2013-2014