

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

BOARD OF TRUSTEES
Regular Meeting

March 27, 2013

Closed Session 6:30 p.m.
Open Session 7:00 p.m.

AGENDA

CLOSED SESSION AT 6:30 P.M.

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

A. STUDENT EXPULSIONS

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

EXHIBIT 3 A1-A6

PUBLIC HEARING: Agenda Item #1– Boundary Adjustments for Viejo Elementary School Study Areas
PUBLIC HEARING: Agenda Item #3– Request to Waive the Penalty for Class Size Increases in Kindergarten through Eighth Grade

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

*Recognition by the City of San Clemente of District and San Clemente Family of PTSAs
support of Kindness Counts and Blue Ribbon Week
2013 DHHS National Ocean Science Bowl Regional Winners*

BOARD AND SUPERINTENDENT COMMENTS

ORAL COMMUNICATIONS (Non-Agenda Items)

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

PUBLIC HEARINGS

1. PUBLIC HEARING – BOUNDARY ADJUSTMENTS FOR VIEJO ELEMENTARY SCHOOL STUDY AREAS:

INFORMATION/
DISCUSSION

The Board will conduct a public hearing on boundary adjustments for Viejo Elementary School study areas. Supporting information is located in Exhibit 2.

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.

2. BOUNDARY ADJUSTMENTS FOR VIEJO ELEMENTARY SCHOOL STUDY AREAS:

DISCUSSION/
ACTION

At the January 23, 2013, Board meeting, the Board of Trustees voted to convert Viejo Elementary School into a Two-Way Language Academy, phasing out the traditional English/Structured English Immersion classes for students. At the March 13, 2013, Board meeting, staff presented recommendations to begin phasing out Viejo's kindergarten through second grade English/Structured English Immersion classes in Fall 2013, with an additional grade level phased out each year thereafter. Staff also recommended reassigning students who do not attend the Two-Way Language Academy to Bathgate Elementary School.

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.

Page 1
EXHIBIT 2

Following discussion, it is recommended the Board of Trustees approve the phase-out plan of the English/Structured English Immersion classes beginning with kindergarten through second grade classes in Fall 2013, with an additional grade level phased out each year thereafter, and reassign students who do not attend the Two-Way Language Academy to Bathgate Elementary School.

Motion by _____ Seconded by _____

3. PUBLIC HEARING – REQUEST TO WAIVE THE PENALTY FOR CLASS SIZE INCREASES IN KINDERGARTEN THROUGH EIGHTH GRADE:

INFORMATION/
DISCUSSION

The Board will conduct a public hearing on a request to waive the penalty for class size increases in kindergarten through eighth grade. Supporting information is located in Exhibit 4.

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.

4. REQUEST TO WAIVE THE PENALTY FOR CLASS SIZE INCREASES IN KINDERGARTEN THROUGH EIGHTH GRADE:

DISCUSSION/
ACTION

Page 5

EXHIBIT 4

The District is requesting a California Department of Education waiver of penalties for increasing kindergarten through third grade individual class sizes, and for increasing kindergarten through eighth grade class size averages, in 2013-2014. Previous approval was granted for the kindergarten through third grade waiver for the 2012-2013 school year and fourth through eighth grade waiver for the 2011-2012 and 2012-2013 school years. This request is a renewal of the same waivers. Approval of the waivers would eliminate penalties for overall kindergarten class averages above 31, first through third grade class averages above 30, and grades four through eight averages above 29.9. The waiver would also eliminate the penalties for increasing the individual class size in kindergarten to above 33 and individual class size in grades one through three to above 32. The maximum individual class size in kindergarten through third grade would be 35 students. The maximum District class average would be 33 students in kindergarten and 34 students in grades one through three. Approval of this waiver would also provide additional staffing and placement options that will reduce the number of combination classes at the elementary level.

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 Kindergarten through Eighth Grade Class Size Penalty Waiver Requests.

Motion by _____ Seconded by _____

DISCUSSION/ACTION ITEMS

5. RESOLUTION NO. 1213-37, AN INCREASE IN STATUTORY SCHOOL FEES IMPOSED ON NEW RESIDENTIAL AND COMMERCIAL/INDUSTRIAL CONSTRUCTION PURSUANT TO EDUCATION CODE §17620 AND GOVERNMENT CODE §65995:

DISCUSSION/
ACTION
Page 7
EXHIBIT 5

At the Board meeting on March 13, 2013, Trustees continued this item to March 27, 2013, requesting a presentation that clarifies the nexus between areas of the District be responsible for paying these fees, absent of the current Rancho Mission Viejo development negotiation. AB 181 authorizes the State Allocation Board (SAB) to approve an increase in developer fees every two years. On January 25, 2012, the SAB authorized an increase in the amount of the developer fees that a school district can levy. Developer fees for new residential development were increased from \$2.97 to \$3.20 per square foot, and commercial/industrial fees were increased from \$0.47 to \$0.51 per square foot, as long as such increases are properly justified by the District pursuant to the law. Legislation pertaining to developer fees allows the increase of fees every two years, as determined by the SAB. The District last approved an increase in developer fees on March 10, 2008. This agenda item pertains to the adoption of Resolution No. 1213-37, An Increase in Statutory School Fees Imposed on New Residential and Commercial/Industrial Construction Pursuant to Education Code §17620 and Government Code §65995.

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. 1213-37, An Increase in Statutory School Fees Imposed on New Residential and Commercial/Industrial Construction Pursuant to Education Code §17620 and Government Code §65995.

Motion by _____ Seconded by _____

ROLL CALL:

Student Advisor Madison Wolfert _____

Trustee Addonizio _____

Trustee Bryson _____

Trustee Hanacek _____

Trustee Hatton _____

Trustee Pritchard _____

Trustee Reardon _____

Trustee Alpay _____

6. GOALS AND OBJECTIVES FOR THE ONGOING WORK OF THE DISTRICT SUPERINTENDENT:

INFORMATION/
DISCUSSION
Page 13
EXHIBIT 6

The employment agreement between Superintendent Joseph Farley and the District requires the Board to meet with Dr. Farley to agree upon goals and objectives for his evaluation for the succeeding school year. At the February 27, 2013, Board meeting, Trustees were asked to submit to Board President John M. Alpay suggested goals and objectives. The submitted information is referenced in the exhibit and presented for further Board discussion and review.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Joseph M. Farley, Superintendent

Staff Recommendation

It is recommended the Board President recognize Joseph Farley, Superintendent, to present this item. This is an information item only and no Board action is necessary at this time.

7. SCHOOL BOARD MEETING SCHEDULE FOR JANUARY THROUGH JUNE:

Regular Board meetings are held on the second and fourth Wednesday of each month. This agenda item presents to the Board of Trustees the proposed schedule of meetings for the period January through June 2014. Only one meeting was scheduled in April due to Spring Recess.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Joseph M. Farley, Superintendent

Staff Recommendation

It is recommended the Board of Trustees approve the proposed January through June 2014 School Board Meeting Schedule.

Motion by _____ Seconded by _____

8. FIRST READING – REVISIONS TO BOARD POLICY 1312.3, UNIFORM COMPLAINT PROCEDURES:

As Education Code changes, it becomes necessary to update policies. The Uniform Complaint Procedures policy has been revised Board Policy to meet new legal compliance requirements. There is no financial impact.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

Staff Recommendation

It is recommended that the Board President recognize Jodee Brentlinger, Assistant Superintendent, Personnel Services, to present the revisions to Board Policy 1312.3, *Uniform Complaint Procedures*.

9. PROPOSITION 39 PRELIMINARY FACILITIES OFFER – COMMUNITY ROOTS ACADEMY:

On November 1, 2012, the District received Community Roots Academy's request for proposition 39 facilities for the 2013-2014 school year. The District is obligated under Proposition 39, Education Code §47614 and California Code of Regulations Title 5 §11969.1 through §11969.11 to provide certain facilities to charter schools to house in-district classroom students. Community Roots Academy is currently chartered by the District and is leasing facility space at the Wood Canyon Elementary School campus. Community Roots Academy is in favor of this lease arrangement and would like to continue this arrangement in 2013-2014. By February 1, 2013, the District was required to prepare a preliminary proposal in writing regarding the space to be allocated to the charter school and/or to which the charter school is to be provided access. However, prior to February 1, the District staff and Community Roots Academy were in negotiations on an agreement in lieu of a Proposition 39 facilities offer. These negotiations have been successful, and the District and Community Roots Academy have agreed in principle, on the terms of an in-lieu agreement. In a series of written correspondence with the District between March 4 and March 15, Community Roots Academy has opted to pursue the in-lieu agreement and withdraw its request for facilities under Proposition 39.

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. This is an information item only and no Board action is necessary.

DISCUSSION/
ACTION

Page 15

EXHIBIT 7

INFORMATION/
DISCUSSION

Page 17

EXHIBIT 8

10. PROPOSITION 39 FINAL FACILITIES OFFER – OXFORD PREPARATORY ACADEMY:

DISCUSSION/
ACTION
Page 25
EXHIBIT 10

On November 1, 2012, the District received Oxford Preparatory Academy's Request for Proposition 39 Facilities for the 2013-2014 school year. The District is obligated under Proposition 39, Education Code §47614, and California Code of Regulations Title 5 §11969.1 through §11969.11 to provide certain facilities to charter schools to house in-district classroom students. Oxford Preparatory Academy is currently chartered by the District and is occupying all of the facilities at the Barcelona Hills Elementary School's campus (except for two portables owned and occupied by the YMCA). On February 1, 2013, as required by Proposition 39, the District provided Oxford Preparatory Academy 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, Oxford Preparatory Academy responded to the District's preliminary offer. By April 1, 2013, the District is required to provide Oxford Preparatory Academy with a final facilities offer for the 2013-2014 school year. 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. Approval of this agenda item will provide the charter school with the District's final facilities proposal for 2013-2014.

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 approve the provision of Proposition 39 facilities to Oxford Preparatory Academy for the 2013-2014 school year under the terms and conditions outlined in the exhibit.

Motion by _____ Seconded by _____

11. RESOLUTION OF THE BOARD OF TRUSTEES REGARDING THE PROPOSED RESTART OF THE SAN ONOFRE DEFECTIVE UNIT TWO NUCLEAR REACTOR:

DISCUSSION/
ACTION
Page 63
EXHIBIT 11

It was suggested at the March 13, 2013, Board meeting that a resolution be written regarding the proposed restart of the San Onofre Defective Unit 2 nuclear reactor. Proposed Resolution No. 1213-39, Determination of the Board of Trustees Regarding San Onofre Nuclear Generating Station, is provided as the exhibit.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Joseph M. Farley, Superintendent

Staff Recommendation

It is recommended the Board of Trustees discuss the proposed resolution and determine if there is interest in formally adopting it.

Motion by _____ Seconded by _____

ROLL CALL:

Student Advisor Madison Wolfert _____

Trustee Addonizio _____

Trustee Bryson _____

Trustee Hanacek _____

Trustee Hatton _____

Trustee Pritchard _____

Trustee Reardon _____

Trustee Alpay _____

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.

CURRICULUM & INSTRUCTION

12. PETITION TO WAIVE CALIFORNIA HIGH SCHOOL EXIT EXAM:

Approval to waive California Education Code §60851(c) and Board Policy 6162.52 for two students who have completed all requirements for passing the California High School Exit Examination (CAHSEE) subtest in Mathematics and/or English/Language Arts, case numbers 1213-016 through 1213-017. California Education Code §60851(c) and Board Policy 6162.52 provide authority for the Board of Trustees to review and approve waivers for special education students to pass the CAHSEE with modifications stated in the pupil's Individualized Education Program. Supporting information for this item is provided to Trustees under separate cover so that individual student rights under the Family Educational Rights and Privacy Act are protected. There is no financial impact.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

13. PROPOSED 2013 SUMMER HIGH SCHOOL CREDIT RECOVERY OPTIONS:

Page 65
EXHIBIT 13

Approval of the Proposed 2013 Summer High School Credit Recovery Options. Orange County Department of Education (OCDE) has offered to enroll up to 1,500 District students at Pacific Coast High School in order to make up college-prep, "A-G" coursework during Summer 2013. Students enrolled at Pacific Coast High School would complete their studies online. OCDE can accommodate another 1,500 District students in the Alternative Community Correctional Education Schools and Services (ACCESS) program to remediate non-college prep credit deficiencies. Students participating in the ACCESS program would meet weekly with their instructor to turn in work and receive new assignments. ACCESS instructors would be stationed on District high school campuses. Since the OCDE programs do not offer College and Career Preparation, the District Adult Education program would offer the program using a combination of APEX online licenses with weekly face-to-face examinations. The financial implication of this recommended program is estimated to be \$14,000. Of the cost, \$10,000 will be paid out of the Adult Education budget and \$4,000 will be paid out of the general fund.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

14. AGREEMENT TO REFER STUDENTS TO ALTERNATIVE COMMUNITY AND CORRECTIONAL SCHOOLS AND SERVICES FOR JULY AND AUGUST 2013:

Page 67
EXHIBIT 14

Approval of Agreement to Refer Students to Alternative Community and Correctional Schools and Services for July and August 2013. Since July 2010, the Alternative Community and Correctional Educational Schools and Services (ACCESS) has provided District high school students the opportunity to remediate credit deficiencies during July and August. Each year the District must enter into an Agreement to Refer Students, which allows the District to refer student to ACCESS for services. This agreement allows ACCESS to enroll District students for the purposes of remediating high school credit deficiencies during the months of July and August. There is no financial impact.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

15. AGREEMENT WITH FOOD, OCCUPATION, CLOTHING, UNDERSTANDING, AND SHELTER NORTH AMERICA FOR SHOE DISTRIBUTION:

Page 69
EXHIBIT 15

Approval of the Food, Occupation, Clothing, Understanding, and Shelter (FOCUS) North America Shoe Distribution Agreement. FOCUS North America, a registered 501(c)3 organization is seeking to help the homeless of America. They are a recipient of a grant from TOMS Shoes that will allow them to give two pairs of shoes per year to homeless children in the United States. Distribution will be through school district Homeless Liaisons. The District is requesting shoes for 72 students. There is no financial impact.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

16. MEMORANDUM OF UNDERSTANDING WITH ORANGE COUNTY HEAD START, INCORPORATED AND THE DISTRICT'S EARLY CHILDHOOD PROGRAMS:

Page 79
EXHIBIT 16

Approval of the Memorandum of Understanding (MOU) with Orange County Head Start, Incorporated. This MOU establishes a collaborative partnership with Orange County Head Start, Incorporated to support and enhance the availability and quality of services for children, ages birth to five years, and their families in the District's Early Childhood Programs. There is no financial impact.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

17. SECOND AMENDMENT TO RESOLUTION NO. 1213-01, 2012-2013 CALIFORNIA STATE FUNDED PRESCHOOL CONTRACT:

Page 85
EXHIBIT 17

Approval of Second Amendment to Resolution No. 1213-01, 2012-2013 California State Funded Preschool Contract. Each year the District applies for and receives a contract through the California Department of Education Child Development Division for the continued funding of preschool services. State preschools are a comprehensive developmental program for three- to five-year-old children from low-income families. The program emphasizes parent education and involvement. In addition to preschool education activities, other components include health, nutrition, social services, and staff development. The state funded preschool contract provides a maximum reimbursable amount of \$2,186,487 for a minimum of 175 days of operation during the 2012-2013 school year. Amendment 02 to Contract Number CSPP-2322 includes: Change in Minimum Days of Operation Requirement from 180 to 175. There is no financial impact.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

18. STUDENT TEACHING AGREEMENT - UNIVERSITY OF SOUTHERN CALIFORNIA:

Page 89
EXHIBIT 18

Approval of student teaching agreement with University of Southern California. During the school year, master teachers are selected to work with student teachers to fulfill the requirements for student teaching at various institutes of higher education. Student teaching is the fieldwork experience necessary to earn a California Teaching Credential.

CUSD Strategic Plan Pillar 1: Community Relations

Contact: Julie Hatchel, Assistant Superintendent, Education Services

19. STUDENT TEACHING AGREEMENT - UNIVERSITY OF NORTHERN IOWA:

Page 95
EXHIBIT 19

Approval of student teaching agreement with University of Northern Iowa. During the school year, master teachers are selected to work with student teachers to fulfill the requirements for student teaching at various institutes of higher education. Student teaching is the fieldwork experience necessary to earn a teaching credential.

CUSD Strategic Plan Pillar 1: Community Relations

Contact: Julie Hatchel, Assistant Superintendent, Education Services

BUSINESS & SUPPORT SERVICES

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

Page 97
EXHIBIT 20

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 \$1,110,287.73; the commercial warrants total \$4,338,771.93. 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

21. DONATION OF FUNDS AND EQUIPMENT:

Page 127
EXHIBIT 21

A number of gifts have been donated to the District, including \$343,035.54 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

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

Page 129
EXHIBIT 22

Approval and ratification of District standardized Independent Contractor, Master Contract, and Professional Services Agreements and Amendments. Due to state budget cuts to schools over the last several years, staff requests contractors to reduce their fees for services by ten percent. The expenditures related to the listed agreements were previously authorized as part of the District's budget approval process. The exhibit shows three new agreements totaling \$91,000, fifteen amendments to existing contracts totaling \$134,488.20, one ratification of a new independent contractor agreement totaling \$14,460.00, and one amendment ratification to an existing contract for a revised fee schedule.

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

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

CUSD Strategic Plan Pillar 5: Effective Operations

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

23. SPECIAL EDUCATION SETTLEMENT AGREEMENT:

Approval of the ratification of special education Settlement Agreement #2013010586. 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

24. INDEPENDENT CONTRACTOR AGREEMENT, REQUEST FOR QUALIFICATIONS NO. 6-1213, FOR DEMOGRAPHIC CONSULTANT SERVICES WITH DECISIONINSITE, LLC: Page 217
EXHIBIT 24

Approval of Independent Contractor Agreement, Request for Qualifications No. 6-1213, with DecisionInsite, LLC to provide demographic analysis, school specific and Districtwide enrollment projections, attendance boundary analysis and adjustment services, student yield analysis vs. housing turnover studies, and residential development activity reports. The residential development research fee is not to exceed \$4,000, and the annual services provided under this contract are not to exceed \$34,900, both funded out of capital facilities funds.

CUSD Strategic Plan Pillar 5: Effective Operations

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

25. EXTENSION OF AGREEMENT FOR REQUEST FOR QUALIFICATIONS NO. 6-1011, SPECIAL TAX CONSULTING SERVICES FOR PUBLIC FINANCING – DAVID TAUSSIG & ASSOCIATES, INCORPORATED: Page 227
EXHIBIT 25

Approval of Extension of Agreement for Request for Qualifications No. 6-1011 for special tax consulting services to be provided by David Taussig & Associates, Incorporated. The vendor was sent a letter requesting reduced pricing for the contract renewal term, April 12, 2013, through April 11, 2014. David Taussig & Associates will hold its previously negotiated reduced pricing for the contract extension term. This contract provides for special tax consulting services described in the tasks outlined in the agreement. Expenditures utilizing this contract are not to exceed \$150,000, funded by Community Facilities District (CFD) funds. Each CFD is self-sustaining and funded through its annual tax levy. Any work associated with the annual tax levy can be paid from the CFD administrative expense fund.

CUSD Strategic Plan Pillar 5: Effective Operations

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

26. AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT, NMG GEOTECHNICAL, INCORPORATED: Page 247
EXHIBIT 26

Approval of Amendment to Independent Contractor Agreement No. I1011016 with NMG Geotechnical, Incorporated to add a field technician at the rate of \$85 per hour to the 2006 Professional Fee Schedule for on-call geotechnical services, as needed by the District. All other terms and conditions of the contract remain the same. The annual services provided under this contract shall not exceed \$150,000, paid out of capital facilities funds.

CUSD Strategic Plan Pillar 5: Effective Operations

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

27. ADVERTISE BID NO. 1314-03, ASPHALT PAVING, SEALCOATING, AND REPAIR:

Approval to advertise for bids for asphalt paving, sealcoating, and repair services as requested by the District. This bid will provide the District an essential tool for purchasing with approved vendors to supply quality products and services using contract prices for a twelve-month period. The formal bid process allows the District to secure the lowest prices and enter into annual contracts with vendors that meet all of the legal requirements enabling the services to be completed in a timely manner. Annual expenditures utilizing this contract are not to exceed \$250,000, funded by deferred maintenance funds, routine restricted maintenance funds, modernization funds, and site funds.

Due to the size, the bid documents 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

28. SERVICES AND SOLUTIONS AGREEMENT WITH XEROX CORPORATION:

Approval of Services and Solutions Agreement for purchase and warranty of hardware and software, installation, maintenance, software maintenance, lease, and training for copiers and printers with Xerox Corporation. This renegotiated contract using the State of California Multiple Award Schedule, Contract No. 3-01-36-0030A enables the District to obtain equipment to migrate the Print Shop from black and white to color and to remove old technology. The new contract will replace aging technology at school sites, bringing in new devices with more efficient and advanced technology to support the schools in the educational process. The contract eliminates overage charges and machine staple charges. Overall savings to the District is approximately \$12,000 per month. Annual services provided under this contract are limited to \$2,100,000, funded by the general fund.

Due to the size, the agreement 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

29. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CLASSIFIED EMPLOYEES:

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 Brenlinger, Assistant Superintendent, Personnel Services

Page 265
EXHIBIT 29

30. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED EMPLOYEES:

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 Brenlinger, Assistant Superintendent, Personnel Services

Page 271
EXHIBIT 30

Motion by _____ Seconded by _____

ROLL CALL:

Student Advisor Madison Wolfert _____

Trustee Addonizio _____

Trustee Bryson _____

Trustee Hanacek _____

Trustee Hatton _____

Trustee Pritchard _____

Trustee Reardon _____

Trustee Alpay _____

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

ADJOURNMENT

Motion by _____ Seconded by _____

**THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS WEDNESDAY,
APRIL 24, 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.



VIEJO ELEMENTARY SCHOOL

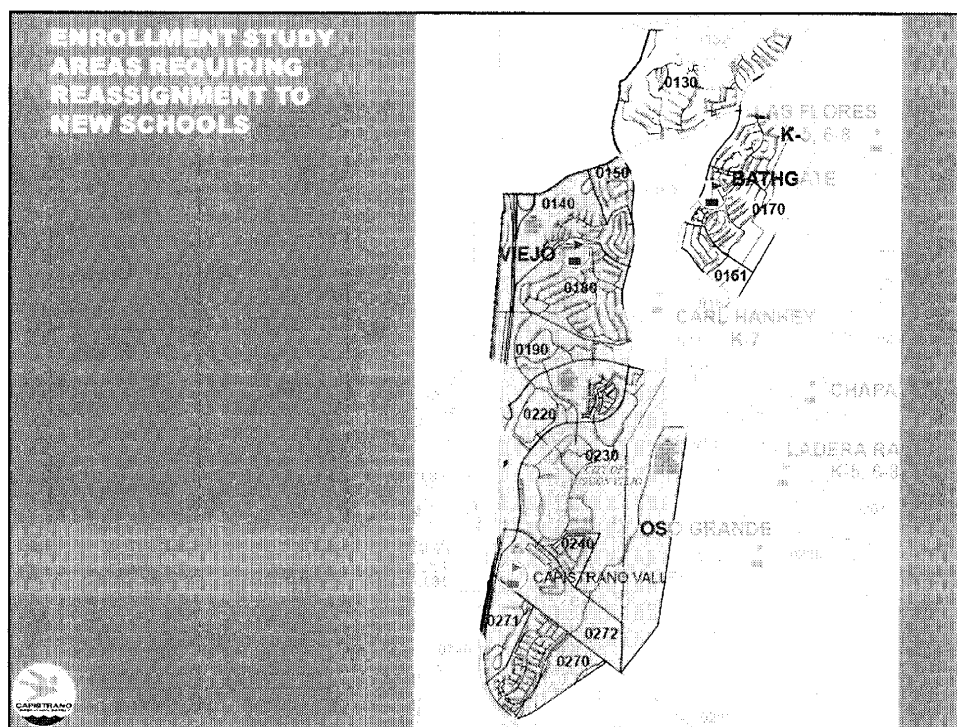
Study Area Attendance Reassignment Proposal for
Non Two-Way Language Academy Students

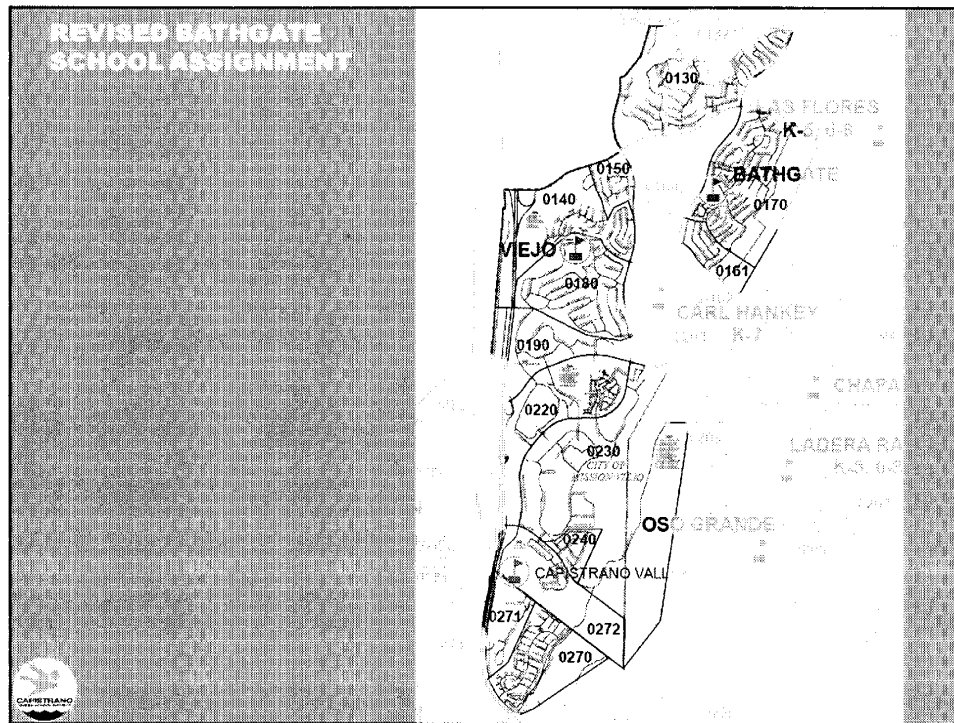
March 27, 2013

BACKGROUND

- January 23, 2013 Board of Trustees approved the conversion of Viejo Elementary School into a Two Way Language Academy.
- Staff Recommendations:
 - * Phase-out Kindergarten- 2nd grade English/Structured English Immersion classes in Fall 2013
 - * Reassign students not enrolled in the Two Way Language Academy to Rathgate Elementary School







PROJECTIONS FOR FUTURE YEARS

Original Enrollments	2013-2014 Enrollment	2014-2015 Enrollment	2015-2016 Enrollment	2016-2017 Enrollment
	647	615	56	671

Original Enrollments	2013-2014 Enrollment	2014-2015 Enrollment	2015-2016 Enrollment	2016-2017 Enrollment
	700	712	757	804

*Bathgate had a peak enrollment of 836 in 2000-2001.
 *These numbers assume no SOC enrollment in 2013-2014.

CAPISTRANO VALLEY

VIEJO ELEMENTARY STUDY AREAS

Study Area	Students Attending Viejo	Students Attending Other Schools	Total Students
0140	7	43	50
0150	0	9	9
0180	17	62	79
0190	46	16	62
0220	35	39	74
0230	84	23	107
0240	3	12	15
0270	130	90	220
0271	0	5	5
0272	8	6	14
Total	330	305	635

**RECOMMENDATION**

- Recommend planning school area with 0150, 0180, 0190, 0220, 0230, 0270, 0271, 0272 to Garbino Elementary School and assign students as the Primary "Receiving School" for Non-FIM students from Viejo.
- Continue to recommend Garbino / Elementary School as second NCLB "Receiving" school for Viejo students.

QUESTIONS?

Waiver Information

	Kindergarten	Grades 1-3	Grades 4-8
Period of Request - Start	7/1/2013	7/1/2013	7/1/2013
Period of Request - End	6/29/2015	6/29/2015	6/29/2015
Renewal	Yes	Yes	Yes
Previous Waiver #	7-7-2012-W-12	7-7-2012-W-12	9-5-2011-W-1
Previous Date of SBE Approval	11/8/2012	11/8/2012	7/13/2011
Waiver Topic	Class Size Penalties	Class Size Penalties	Class Size Penalties
Ed Code Title	Over Limit on Kindergarten	Over Limit on Grades 1-3	Over Limit on Grades 4-8
Ed Code Section	Portions of 41376 (a), (c), (d) and 41378 (a) through (e)	Portions of 41376 (a), (c), (d) and 41378 (a) through (e)	Portions of 41376 (b) and (e)
Ed Code Authority	41382	41382	33050
Circumstances for Request	CUSD is facing a projected budget shortfall in 2013-2014 of \$31 million. In order to maintain maximum flexibility in providing options to balance the budget, the district requests a waiver to increase the number of pupils per each full-time	CUSD is facing a projected budget shortfall in 2013-2014 of \$31 million. In order to maintain maximum flexibility in providing options to balance the budget, the district requests a waiver to increase the number of pupils per each full-time	CUSD is facing a projected budget shortfall in 2013-2014 of \$31 million. In order to maintain maximum flexibility in providing options to balance the budget, the district requests a waiver to increase the number of pupils per each full-time
Individual Class Size	33 to 35	32 to 35	N/A
Maximum Class Size Average	31 to 33	30 to 34	29.9 to 33
Date of Public Hearing	3/27/2013	3/27/2013	3/27/2013
How Advertised	Newspaper, school site, website	Newspaper, school site, website	Newspaper, school site, website
Local Board Approval Date	3/27/2013	3/27/2013	3/27/2013
Advisory Committee	District Restructuring Council	District Restructuring Council	District Restructuring Council
Date Committee Reviewed Waiver Request	3/11/2013	3/11/2013	3/11/2013
Objections?	None	None	None
Bargaining Unit Consultation Date	3/4/2013	3/4/2013	3/4/2013
Neutral, Support Oppose	Neutral	Neutral	Neutral

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1213-37

**AN INCREASE IN STATUTORY SCHOOL FEES IMPOSED ON NEW RESIDENTIAL
AND COMMERCIAL/INDUSTRIAL CONSTRUCTION PURSUANT TO
EDUCATION CODE §17620 AND GOVERNMENT CODE §65995**

WHEREAS, the Board of Trustees of the Capistrano Unified School District (District) provides for the educational needs for Grade K-12 students within the Cities of Aliso Viejo, Dana Point, Mission Viejo, Rancho Santa Margarita, San Clemente, San Juan Capistrano, and Laguna Niguel, (collectively, Cities) and portions of unincorporated areas of the County of Orange (County); and

WHEREAS, on January 25, 2012, the State Allocation Board (SAB) authorized an adjustment in the Statutory School Fee amounts for unified school districts pursuant to Government Code §65995(b)(3) to Three and 20/100 Dollars (\$3.20) per square foot for assessable space of new residential construction (Residential Statutory School Fees) and Fifty-One Cents (\$0.51) per square foot of chargeable covered and enclosed space for the categories of new commercial/industrial construction (“Commercial/Industrial Fees” and collectively, “Statutory School Fees”), as long as such increases are properly justified by the District pursuant to law; and

WHEREAS, new residential and commercial/industrial construction continues to generate additional students for the District’s schools and the District is required to provide school facilities (School Facilities) to accommodate those students; and

WHEREAS, overcrowded schools within the District have an impact on the District’s ability to provide an adequate quality education and negatively impact the educational opportunities for the District’s students; and

WHEREAS, the District does not have sufficient funds available for the construction or reconstruction of the School Facilities, including acquisition of sites, construction of permanent School Facilities, and acquisition of interim School Facilities, to accommodate students from new residential and commercial/industrial construction; and

WHEREAS, the Board of Trustees received and considered reports entitled, “Residential Development School Fee Justification Study” and “Commercial/Industrial Development School Fee Justification Study” (Studies) which include information, documentation, and analysis of the School Facilities needs of the District, including: (a) the purpose of the Statutory School Fees; (b) the use to which the Statutory School Fees are to be put; (c) the nexus (roughly proportional and reasonable relationship) between the residential and commercial/industrial construction and (1) the use for Statutory School Fees, (2) the need for School Facilities, (3) the cost of School Facilities and the amount of Statutory School Fees from new residential and commercial/industrial construction; (d) a determination of the impact of the increased number of employees anticipated to result from the commercial/industrial construction (by category) upon the cost of providing School Facilities within the District; (e) an evaluation and projection of the number of students that will be

generated by new residential construction; (f) the new School Facilities that will be required to serve such students; and (g) the cost of such School Facilities; and

WHEREAS, the Studies pertaining to the Statutory School Fees and to the capital facilities needs of the District has been available to the public for at least ten (10) days before the Board considered at a regularly scheduled public meeting the increase in the Statutory School Fees; and

WHEREAS, all notices of the proposed increase in the Statutory School Fees have been given in accordance with applicable law; and

WHEREAS, a public hearing was duly held at a regularly scheduled meeting of the Board of trustees relating to the proposed increase in the Statutory School Fees on March 13, 2013; and

WHEREAS, as to the Statutory School Fees, Education Code §17621 provides that the adoption, increase or imposition of any fee, charge, dedication, or other requirement, pursuant to Education Code §17620 shall not be subject to the California Environmental Quality Act, Division 13 (commencing with §21000) of the Public Resources Code.

IT IS HEREBY RESOLVED by the Board of Trustees of the Capistrano Unified School District as follows:

Section 1. The Board of Trustees accepts and adopts the Studies.

Section 2. The Board of Trustees finds the purpose of the Statutory School Fees imposed upon new residential construction are to fund the additional School Facilities required to serve the students generated by the new residential construction upon which the Statutory School Fees are imposed.

Section 3. The Board of Trustees finds the Statutory School Fees imposed on new residential construction will be used only to finance those School Facilities described in the Studies and related documents, and that these School Facilities are required to serve the students generated by the new residential construction within the District; and that the use of the Statutory School Fees will include construction or acquisition of additional School Facilities, remodeling existing School Facilities to add additional classrooms, and technology, and acquiring and installing additional portable classrooms and related School Facilities, with the specific location of new schools, remodeling of existing School Facilities, and additional portables to be determined based on the residence of the students being generated by such new residential construction, as well as any required central administrative and support facilities, within the District.

Section 4. The Board of Trustees finds there is a roughly proportional, reasonable relationship between the use of the Statutory School Fees and the new residential construction within the District because the Statutory School Fees imposed on new residential construction by this Resolution will be used to fund School Facilities that will be used to serve the students generated by such new residential construction.

Section 5. The Board of Trustees finds there is a roughly proportional, reasonable relationship between the new residential construction upon which the Statutory School Fees are imposed, and the need for additional School Facilities in the District because new students will be generated from new residential construction within the District, and the District does not have student capacity in the existing School Facilities to accommodate these students.

Section 6. The Board of Trustees finds the amount of the Statutory School Fees imposed on new residential construction as set forth in this Resolution is roughly proportional and reasonably related to, and does not exceed the cost of, providing the School Facilities required to serve the students generated by such new residential construction within the District.

Section 7. The Board of Trustees finds the purpose of the Statutory School Fees imposed on new commercial/industrial construction is to fund the additional School Facilities required to serve the students generated by the new commercial/industrial construction upon which the Commercial/Industrial Fees are imposed.

Section 8. The Board of Trustees finds the Statutory School Fees imposed on new commercial/industrial construction (by category) will be used only to finance those School Facilities described in the Studies and related documents and that these School Facilities are required to serve the students generated by such new commercial/industrial construction; and that the use of the Statutory School Fees will include construction or acquisition of additional School Facilities, remodeling existing School Facilities to add additional classrooms and technology, and acquiring and installing additional portable classrooms and related facilities, with the specific location of new schools, remodeling of existing School Facilities, and additional portables to be determined based on the residence of the students being generated by such new commercial/industrial construction, as well as any required central administrative and support facilities within the District.

Section 9. The Board of Trustees finds there is a roughly proportional, reasonable relationship between the use of the Statutory School Fees and new commercial/industrial construction by category within the District because the Statutory School Fees imposed on commercial/industrial construction by this Resolution will be used to fund School Facilities which will be used to serve the students generated by such new commercial/industrial construction.

Section 10. The Board of Trustees finds there is a roughly proportional, reasonable relationship between the new commercial/industrial construction by category, upon which the Statutory School Fees are imposed, and the need for additional School Facilities in the District because new students will be generated from new commercial/industrial construction within the District and the District does not have student capacity in the existing School Facilities to accommodate these students.

Section 11. The Board of Trustees finds the amount of the Statutory School Fees imposed on new commercial/industrial construction by category as set forth in this Resolution is roughly proportional and reasonably related to and does not exceed the cost of providing the School

Facilities required to serve the students generated by such new commercial/industrial construction within the District.

Section 12. The Board of Trustees finds a separate fund (Fund) of the District and two or more sub-funds (Sub-Funds) have been created or are authorized to be established for all monies received by the District for the deposit of Statutory School Fees and mitigation payments (Mitigation Payments) imposed on construction within the District and said Fund and Sub-Funds at all times have been separately maintained, except for temporary investments, with other funds of the District as authorized by law.

Section 13. The Board of Trustees finds the monies of the separate Fund or the separate Sub-Funds described in Section 12, consisting of the proceeds of Statutory School Fees and Mitigation Payments have been imposed for the purposes of constructing and reconstructing those School Facilities necessitated by new residential and/or commercial/industrial construction, and thus, these monies may be expended for all those purposes permitted by applicable law. The Statutory School Fees may also be expended by the District for the costs of performing any study or otherwise making the findings and determinations required under subdivisions (a), (b), and (d) of §66001 of the Government Code. In addition, the District may also retain, as appropriate, an amount not to exceed in any fiscal year, three percent (3%) of the fees collected in that fiscal year pursuant to Education Code §17620 for reimbursement of the administrative costs incurred by the District in collecting the Statutory School Fees.

Section 14. The Board of Trustees hereby increases the Statutory School Fees as a condition of approval of new residential development projects and imposes the Statutory School Fees on such development projects in the following amounts:

- (a) Three and 20/100 Dollars (\$3.20) per square foot of assessable space for new residential construction, including new residential projects, manufactured homes and mobile homes as authorized under Education Code §17625, and including residential construction or reconstruction other than new construction where such construction or reconstruction results in an increase of assessable space, as defined in Government Code §65995, in excess of five hundred (500) square feet.
- (b) Fifty-One Cents (\$0.51) per square foot of assessable space, for new residential construction used exclusively for the housing of senior citizens, as described in Civil Code §51.3 or as described in subdivision (k) of Health and Safety Code §1596.2 or a multi-level facility as described in paragraph 9 of subdivision (d) of Government Code §15432 or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

Section 15. The Board of Trustees hereby increases the Statutory School Fees as a condition of approval of new commercial/industrial construction projects and levies the Statutory School

Fees on such development projects in the following amounts per square foot of chargeable covered and enclosed space for all categories of commercial/industrial construction to \$0.51 per square foot, with the exception of mini-storage, which shall be levied at \$0.046 per square foot.

Section 16. The proceeds of the Statutory School Fees increased and established pursuant to this Resolution shall continue to be deposited into those Sub-Funds of the Funds identified in Section 12 of this Resolution, the proceeds of which shall be used exclusively for the purpose for which the Statutory School Fees are to be collected, including, as to Statutory School Fees, accomplishing any study, findings or determinations required by subdivisions (a), (b), and (d) of Government Code §66001, or retaining an amount not to exceed in any fiscal year, three percent (3%) of the fees collected in that fiscal year pursuant to Education Code §17620 for reimbursement of the administrative costs incurred by the District in collecting the Statutory School Fees or in financing the described Studies or in defending the imposition of Statutory School Fees.

Section 17. The District's Superintendent, or designee, is directed to cause a copy of this Resolution to be delivered to the building officials of the Cities and the County, as well as the Office of Statewide Health Planning and Development (OSHDP), along with a copy of all the supporting documentation referenced herein and a map of the District clearly indicating the boundaries thereof, advising the Cities, the County and OSHDP that new residential and commercial/industrial construction is subject to the Statutory School Fees increased pursuant to this Resolution and requesting that no building permit or approval for occupancy be issued by any of these entities for any new residential development project, mobile home or manufactured home subject to the Statutory School Fees absent a certification of compliance (Certificate of Compliance) from the District demonstrating compliance of such project with the requirements of the Statutory School Fees, nor that any building permit be issued for any nonresidential construction absent a certification from this District of compliance with the requirements of the applicable Statutory School Fees.

Section 18. The Board of Trustees hereby adopts and establishes the procedures that permit the party against whom the Commercial/Industrial Fees are imposed the opportunity for a hearing to appeal that imposition of Commercial/Industrial Fees for commercial/industrial construction as stated in Education Code §17621 and Government Code §66020 and §66021.

Section 19. The Superintendent is authorized to cause a Certificate of Compliance to be issued for each development project, mobile home, and manufactured home for which there is compliance with the requirement for payment of the Statutory School Fees in the amounts specified by this Resolution. In the event a Certificate of Compliance is issued for the payment of Statutory School Fees for a development project, mobile home, or manufactured home and it is later determined that the statement or other representation made by an authorized party concerning the development project as to square footage is untrue or in the event the zoning is declared invalid, then such Certificate of Compliance shall automatically terminate, and the appropriate Cities, County, or OSHDP shall be so notified.

Section 20. No statement or provision set forth in this Resolution, or referred to therein shall be construed to repeal any preexisting fee or mitigation amount previously imposed by the District on any residential or nonresidential construction.

Section 21. If any portion or provision hereof is held invalid, the remainder hereof is intended to be and shall remain valid.

Section 22. The increase in the District's Statutory School Fees will become effective sixty (60) days from the date of this Resolution unless a separate resolution increasing the fees immediately on an urgency basis is adopted by the Board.

Section 23. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

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

I, Joseph M. Farley, 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 27th day of March 2013, by a roll call vote.

Anna Bryson
Clerk of the Board of Trustees

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

Capistrano Unified School District

Developer Fees

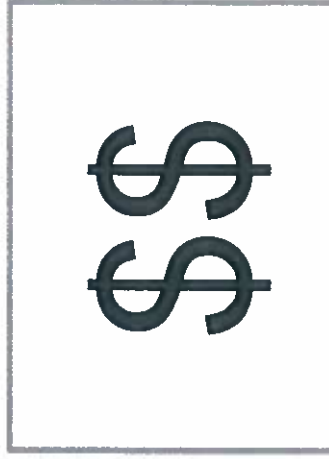
March 27, 2013

Overview *Developer Fees*

- » Developer Fees are intended to mitigate the impact created by new residential development and commercial/industrial development ("CID") on school facilities within a school district's boundaries.
- » Unlike fees charged by other agencies for infrastructure impacts that are calculated based on true costs, the fees that the School District can charge are a uniform rate set by the State. These rates are adjusted by the State Allocation Board every two years based on construction cost changes.
- » Residential development and CID pay fees as established by the State ("Statutory School Fees"). Statutory School Fees are currently set at \$3.20/square foot of residential development and \$0.51/square foot of CID.
- » These Statutory Fees are charged on all new residential and commercial/industrial development as well as on additions to existing structures greater than 500 square feet to mitigate the impact of housing additional students generated by construction.
- » The Statutory Fees set the basis for any additional mitigation amount that may be paid by developers within the School District.

Developer Fee Calculation

- » Calculates fee and shows relationship between new development and the impact on the School District



Step 1 **Identify** **Development Projection**

- Residential Development Projections from Cities and County

Step 2 **Calculate Additional** **Students**

- Student Generation Factors

Step 3 **Identify Need for** **New School Facilities**

- Existing Capacity
- Additional Students

Step 4 **Calculate** **Cost of New Facilities**

- Site Acquisition Costs
- Site Development Costs
- State Construction Grants
- Average Square Footage

Development Projections

Unit Type	Mitigated	Potential Mitigation	Non-Mitigated	Total
Single Family Detached	933	6,382	128	7,443
Multifamily Attached	322	1,618	383	2,323
Total	1,255	8,000	511	9,766

**Estimates above based on 2010 Southern California Association of Government estimates of potential housing growth. Updates to general plans of cities served by School District are ongoing. City of San Clemente, for example, draft General Plan shows housing increase of 3,585 units whereas SCAG projection was 964. The majority of those would be non-mitigated.*

School Facilities Needs of Non-Mitigated Units

- » Based on current enrollment and capacity, the units identified as Non-Mitigated (not currently mitigated or under negotiations for potential mitigation) generate the need to add classrooms at the elementary, middle and high school level. Those expansion costs, based conservatively on the per-pupil construction grant amounts from the State are as follows:
 - Elementary School - \$2,140,550
 - Middle School – \$994,354
 - High School - \$1,596,210
 - Total - \$4,731,114
- » Dividing the cost impacts above by the estimated square footage of Non-Mitigated Units (1,341,500 square feet) results in an impact of \$3.52 per square foot.
- » These costs do not include other projects that may be necessary at the existing facilities to accommodate growth, including upgrades to infrastructure and technology; expansion of core facilities such as multipurpose rooms, gyms, and libraries; or the cost of any interim facilities that are needed.

Conclusions

- » No excess capacity exists in the School Districts facilities; any additional development will create the need to provide additional facilities space.
- » Projections of development in the future will change and necessitate the updating of the Residential and Commercial/Industrial Fee Justification Studies to ensure the rate that is being imposed is justified.
- » Developer Fees are needed from all development to ensure that adequate facilities can be provided to meet the needs of growth.
- » While negotiations are ongoing with landowner, the School District needs to ensure that it is negotiating mitigation based on the highest possible developer fee amount.
- » Uses of developer fees extends beyond the construction of new facilities and includes the need to expand existing facilities with additional classrooms as well as with expanded infrastructure and core facilities.
- » Impact from non-mitigated construction still necessitates fees and there is a nexus to the proposed fee amounts.

**Capistrano Unified School District
Goals and Objectives for the District Superintendent**

March 27, 2013

INTRODUCTION

The Board of Trustees evaluates the District Superintendent annually, based on agreed-upon goals and objectives. At the February 27, 2013, Board meeting, Trustees were asked to submit to Board President John M. Alpay suggested goals and objectives. Board President John M. Alpay and Superintendent Joseph M. Farley developed the suggestions from Trustees into this document, listing new goals and ongoing goals in the following six separate categories.

INSTRUCTION AND SUPPORT OF INSTRUCTION

New Goals

1. Prepare for the implementation of the Common Core Standards and implement appropriate education and training opportunities for staff, parents, and community.
2. Evaluate the effectiveness and implementation of tutorial time on high school campuses.
3. Expand Junipero Serra High School as an instructional resource for students who seek an alternative to traditional high schools.
4. Continue to define and revise the instructional program at California Preparatory Academy to make sure it is attracting the intended students, and, actively market the school to those students.
5. Create multiple pathways and opportunities for Science, Technology, Engineering, and Mathematics (STEM) learning, beginning with high schools.
6. Enroll the District as a test-taking facility for the Instituto Cervantes.
7. Explore potential partnership between Saddleback College and the Auto Academy Program at San Clemente High School.
8. Provide certificated staff members with additional professional development in the areas of student engagement in instruction and for all staff on strategies to enhance and strengthen student connections to schools.

Ongoing Goals

1. Continue to focus on “quality first-instruction” through the development of the “Intentional Design for Learning” model and the Academic Design and Delivery Initiative.
2. Continue to integrate technology with classroom instruction and the development of technology-related systems throughout the District.
3. Continue to monitor current charter schools in the District to ensure they exemplify the academic caliber of the District, while offering a clearly defined curricular choice.
4. Continue to refine the identification process of special education students in the schools through the training and coaching of key site leaders and personnel.
5. Continue to work with the Capistrano-Laguna Beach Regional Occupational Program (ROP) to expand course offerings to District students within the instructional day.
6. Continue to enhance the Transitional Kindergarten program.

7. Continue to enhance online learning options for students.
8. Continue the work that has been done to reduce the achievement gap between subgroups of students, using an “Achievement for All” model that will raise teacher expectations for all students, while providing additional support for those needing more assistance.
9. Continue to work on developing and enhancing prevention strategies, early identification, and intervention of at-risk students and providing them with appropriate support for improvement.

INTERNAL AND EXTERNAL COMMUNICATIONS

New Goals

1. Provide staff, parents, and community members with additional information concerning the Common Core Standards and their implementation in the District.
2. Enhance marketing efforts for the ROP program in collaboration with Laguna Beach Unified School District.

Ongoing Goals

1. Continue to utilize the traditional media and social media, CapoTalk, and other publications to publicize District information for parents and community members.
2. Continue to expand the photo project for the District office to highlight work with students.
3. Continue to utilize the District’s Listserv communication system to include weekly updates for parents and community members.

COMMUNITY INVOLVEMENT AND DEVELOPMENT

New Goals

1. Expand focus group practices to include parents and community members.

Ongoing Goals

1. Continue to conduct multi-agency preparedness drills, emergency drills, and “table-top” exercises in the schools to increase student and safety.
2. Continue to publicize and conduct periodic “Community Forums” to provide community members an opportunity to interact with the Superintendent and ask questions about the District and its programs.

HUMAN RESOURCES

New Goals

1. Provide additional staff development for assistant principals to contribute to the strength of the overall leadership team of the District.

2. Develop short- and long-term strategic plan for the leadership of the District.
3. Fully implement newly developed training for athletic directors and coaches concerning the supervision of student athletes, fundraising protocol, and fees.
4. Analyze the staffing needs for counselors in the District to determine how to strengthen this area of responsibility.
5. Continue collaborative negotiations with employee groups with the goal of enhancing and protecting classroom instruction and core instructional programs.
6. Increase the number of campus supervisors/proctors in the schools, based on specific needs of each site, to enhance overall campus safety and security.

Ongoing Goals

1. Continue to recruit and nurture employee talent from inside and outside of the District.
2. Continue to recognize and profile strong educators in a variety of formats and venues.
3. Continue to identify and support any staff members needing mentorship or assistance.
4. Continue to focus on the profession of teaching, while encouraging investment in teachers' careers and the District.
5. Continue to reinforce the importance of employee evaluation systems.
6. Continue initiatives to the centralization the personnel functions of Human Resources and Personnel.

BUSINESS, FACILITIES, FINANCE, AND OPERATIONS

New Goals

1. Implement facility upgrades at older school sites, particularly San Clemente High School.
2. Develop process for equitable facilities in the District's schools, including aquatic facilities.
3. Complete the process of refinancing all existing financial obligations, other than COPs.
4. Revise the facility master plan for Las Palmas Elementary School and re-establish the original structures in a manner consistent with the Department of Interior Standards.
5. Begin discussions on possible boundary adjustments when construction begins on the expansion of La Pata Boulevard.
6. Finalize the matriculation schedule for the Mandarin Immersion Program with an emphasis on utilizing facilities near freeways to accommodate students within and outside District boundaries.
7. Implement the appropriate recommendations of the recently formed School Safety Task Force and its interest in enhancing student safety.
8. Implement the mitigation agreements developed with Rancho Mission Viejo concerning its plans to develop residential properties in the District that will require additional schools.
9. Continue to work with sites to raise awareness and compliance in relation to student fees.
10. Analyze the options for increased monitoring of drug-related misconduct of students, including the possibility of mandatory drug testing or drug-sniffing dogs.
11. When modernizing or modifying school facilities, consider options that will reduce energy costs and increase energy conservation.

BUSINESS, FACILITIES, FINANCE, AND OPERATIONS (Continued)

Ongoing Goals

1. Continue the work on online student registration.
2. Continue initiatives to upgrade the wireless capacity at additional school sites and to enhance the technology network for new technologies.
3. Continue improvement initiatives.

BOARD-SUPERINTENDENT DEVELOPMENT AND SUPPORT

Ongoing Goals

1. Continue to provide the Board with formal reports on items of particular interest or concern in the District.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Proposed 2013-2014 School Board Meeting Schedule

Board Approved 12/10/12

Wednesday, July 10
Wednesday, July 24

Wednesday, August 14
Wednesday, August 28

Wednesday, September 11
Wednesday, September 25

Wednesday, October 9
Wednesday, October 23

Wednesday, November 13

Wednesday, December 11

Proposed

Wednesday, January 8
Wednesday, January 22

Wednesday, February 12
Wednesday, February 26

Wednesday, March 12
Wednesday, March 26

Wednesday, April 23

Wednesday, May 14
Wednesday, May 28

Wednesday, June 11
Wednesday, June 25

Approved:

UNIFORM COMPLAINT PROCEDURES**I. PURPOSE**

- A. The Board of Trustees recognizes that the District has primary responsibility for ensuring that it complies with applicable state and federal laws and regulations governing educational programs. The District shall investigate and seek to resolve complaints at the local level.
- B. This policy specifically addresses federal regulations referred to in §504 of the Rehabilitation Act of 1973 as well as the Americans with Disabilities Act of 1990. In addition, this policy addresses State Department of Education, Title 5, California Code of Regulations §§4600-4670 (5 CCR §§4600-4670), requiring that all school districts establish a local uniform complaint procedure for the following programs administered by the State Department of Education:
1. Adult Basic Education pursuant to Education Code §§8500-8538 and §§52500-52616.5;
 2. Consolidated Categorical Aid Programs as listed in Education Code §64000(a);
 3. Migrant Education established pursuant to Education Code §§54440-54445;
 4. ~~Vocational Education~~ Career Technical and Technical Education and Training Programs established pursuant to Education Code §§52300-52480;
 5. Child Care and Development Programs established pursuant to Education Code §§8200-8493;
 6. Child Nutrition programs established pursuant to Education Code §§49490- 49560;
 7. Special Education programs established pursuant to Education Code §§56000- 56885 and §§59000-59300;
 8. Indian Education programs established pursuant to Education Code §§33370-33383.
- C. This policy also applies to the filing of complaints which allege unlawful discrimination, harassment, intimidation or bullying based upon actual or perceived ethnic group identification, race, ancestry, national origin, religion, age, sexual orientation, gender identity/expression, sex, color, or physical or mental disability, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity conducted by ~~a local agency~~ the District, which is funded directly by, or that receives or benefits from any state financial assistance.

UNIFORM COMPLAINT PROCEDURES (continued)

Complaints alleging unlawful discrimination in employment addressing these protected groups may be filed under other Board policies. Uniform Complaints may also be filed by individuals who believe that a District employee has attempted to use official authority or influence to threaten or coerce another employee from assisting parents/guardians in obtaining services for their special education child.

- D. This policy also applies to complaints related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff. Teacher vacancies and misassignments shall be investigated pursuant to the district's Williams uniform complaint procedure.
- E. This policy also applies to complaints alleging the District's non-compliance with the law regarding the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities.
- E.F The Board encourages the early, informal resolution of complaints at the site level whenever possible.
- F.G The Board recognizes that a neutral mediator can often suggest an early compromise that is agreeable to all parties in a dispute. The Superintendent or designee shall ensure that the mediation results are consistent with state and federal laws and regulations.

II. DEFINITIONS

- A. **Discrimination Complaint.** A written allegation officially made to the Uniform Complaint Officer or designee, by a student, parent or guardian or school employee, that there has been a violation of federal or state law or regulations governing educational programs. Improper use of authority in connection with special education referrals is subject to direct state intervention (Education Code §56406).
- B. **Complainant.** Any individual (student, employee, parent or guardian) including a person's duly authorized representative or interested third party, public agency or organization who files a written complaint that alleges violation of federal or state laws or regulations, including allegations of unlawful discrimination in programs and activities funded directly by the state or receiving any financial assistance from the state.
- C. **Respondent.** Individual(s) charged with or having responsibility for the alleged discriminatory action(s).
- D. **Immediate Supervisor.** Individual having immediate supervisory authority over the employee.
- E. **Principal/Administrator.** The management level employee having immediate administrative authority over program(s) at a site where the alleged violation occurred.

UNIFORM COMPLAINT PROCEDURES (continued)

- F. **Uniform Complaint Officer.** The Uniform Complaint Officer, District office, responsible for implementing and monitoring compliance with federal/state regulations. The Uniform Complaint Officer is authorized to recommend a final determination on the resolution of discrimination and program compliance complaints.

III. NON-RETALIATION/CONFIDENTIALITY

The Board prohibits retaliation in any form for the filing of a complaint, the reporting of instances of discrimination, or for participation in complaint procedures. Such participation shall not in any way affect the status, grades, or work assignments of the complainant. The identity of a complainant alleging discrimination shall remain confidential, as appropriate.

IV. UNIFORM COMPLAINT OFFICER

The Board of Trustees of the Capistrano Unified School District places the responsibility of appointing a Uniform Complaint Officer on the Superintendent. The Superintendent shall appoint a management level employee of the District to act as the established Uniform Complaint Officer that shall be knowledgeable about laws/programs that they are assigned to investigate. The Uniform Complaint Officer will receive and investigate complaints and ensure District compliance with applicable law. The Superintendent will notify the Board, employees and the public of the name and contact information for the Uniform Complaint Officer.

V. NOTIFICATIONS

The Superintendent or designee shall meet the notification requirements of 5 CCR §4622 to all students, employees, parents or guardians, advisory committees, and other interested parties, including the annual dissemination of District complaint procedures and information about available appeals, civil law remedies and conditions under which a complaint may be taken directly to the California Department of Education. The Superintendent or designee shall ensure that the complainants understand that they may pursue other remedies, including actions before civil courts or other public agencies.

VI. PROCEDURE FOR DISCRIMINATION COMPLAINTS

The following procedure shall be used to address all complaints which allege that the District has violated federal or state laws or regulations governing educational programs. The Uniform Complaint Officer shall maintain a record of each complaint and subsequent related actions, including all information required for compliance with 5 CCR §4630. Parties involved shall be notified when a complaint is filed, and when appropriate, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

UNIFORM COMPLAINT PROCEDURES (continued)**A. COMPLAINT PROCESS****Step #1. Filing of Complaint**

- An individual, public agency or organization may file a written complaint of alleged noncompliance by the District. Complaints alleging unlawful discrimination may be filed by a person who alleges that he/she personally suffered unlawful discrimination or by a person who believes that an individual or specific class of individuals has been subjected to unlawful discrimination. The complaint must be initiated no later than six months from the date when the alleged discrimination occurred or when the complainant first obtained knowledge of the facts of the alleged discrimination unless the Superintendent of Public Instruction grants an extension (5 CCR §4630).
- A complaint alleging noncompliance with the law regarding the prohibition against requiring students to pay student fees, deposits, and charges may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance.
- The complaint shall be presented to the Uniform Complaint Officer who shall maintain a log of complaints received, providing each with a code number and a date. If a complainant is unable to put a complaint in writing due to conditions such as illiteracy or other disabilities, District staff shall help him/her to file the complaint.

Step #2. Mediation

- Upon receipt of the complaint, the Uniform Complaint Officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the Uniform Complaint Officer shall make all arrangements for this process. Before initiating the mediation of a discrimination complaint, the Uniform Complaint Officer shall ensure that all parties agree to make the mediator a party to related confidential information.
- If the mediation process does not resolve the problem within the parameters of law, the Uniform Complaint Officer shall proceed with his/her investigation of the complaint.
- The use of mediation shall not extend the District's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time.

Step #3. Investigation of Complaint

- Investigation shall provide an opportunity for the complainant or the complainant's representative, or both, and local education agency representatives to present information relevant to the complaint and to question each other or each other's witnesses if determined appropriate by the Uniform Complaint Officer.

UNIFORM COMPLAINT PROCEDURES (continued)

- Refusal by the complainant to provide the investigator with documents or other evidence related to the allegations in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in the dismissal of the complaint because of lack of evidence to support the allegations.
- Refusal by the Local Education Agency to provide the investigator with access to records and/or information related to the allegation in the complaint, or to otherwise fail or refuse to cooperate in the investigation, may result in a finding based on evidence collected that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

Step #4. District Response

- Within 60 days of receiving the complaint, the Uniform Complaint Officer shall prepare and send to the complainant a written report of the District's investigation and decision, as described in Step #5 below, unless the complainant agrees in writing to an extension of time.

Step #5. Final Written Decision

- The report of the District's decision shall be written in both English and in the language of the complainant whenever required by law.
- **The report shall include:**
 1. A detailed statement of all specific issues that were brought up during the investigation and the extent to which these issues were resolved.
 2. The findings, conclusions of law, disposition of the complaint, and corrective actions, if any.
 3. The rationale for the findings and disposition.
 4. If an employee is disciplined as a result of the complaint, this report shall state that appropriate action was taken and that the employee was informed of District expectations. The report shall not give any further information as to the nature of the disciplinary action.
 5. Notice of the complainant's right to appeal the decision within 15 days to the California Department of Education, and the procedures to be followed for initiating such an appeal.
 6. Notice that the complainant must wait until 60 days have elapsed from the filing of an appeal with the California Department of Education before pursuing civil law remedies.

UNIFORM COMPLAINT PROCEDURES (continued)

VII. APPEAL TO STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

- A. Any complainant(s) may appeal the District's decision to the State Superintendent of Public Instruction by filing a written appeal with the Superintendent within 15 calendar days of receiving the District's decision. This complainant shall specify the reason(s) for appealing the District's decision.
- B. The appeal shall include:
 - 1. A copy of the complaint.
 - 2. A copy of the District's decision.
- C. Upon notification by the State Superintendent of Public Instruction that the District's decision has been appealed, the Uniform Complaint Officer shall forward the following to the State Superintendent of Public Instruction:
 - 1. The original complaint.
 - 2. A copy of the District's decision.
 - 3. A summary of the nature and extent of the investigation conducted by the District, if not covered in the decision.
 - 4. A report of any action taken to resolve the complaint.
 - 5. A copy of this complaint procedure.
 - 6. Such other relevant information as the State Superintendent of Public Instruction may require.
- D. Complainants who feel they have not reached resolution at the local level may, at all times and in all instances seek recourse through:

Office for Civil Rights
U.S. Department of Education
Old Federal Building, 09-8010
50 United Nations Plaza, Room 239
San Francisco, CA 94102-4102
(415) 556-4275
FAX (415) 437-7783
TDD (415) 437-7786

California Department of Education
State Superintendent of Public Instruction
P.O. Box 944272
Sacramento, CA 94244-2720
(916) 319-0800

UNIFORM COMPLAINT PROCEDURES (continued)**VIII. CIVIL LAW REMEDIES**

A complainant may pursue available civil law remedies outside of the District's complaint procedures. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For discrimination complaints, however, a complainant must wait until 60 days have elapsed from the filing of an appeal with the California Department of Education before pursuing civil law remedies.

The 60 day waiting period does not apply to injunctive relief and is applicable only if the District apprised the complainant in a timely manner of his/her right to file a complaint in accordance with 5 CCR §4622, and Education Code §262.3. Complainants may call the Legal Aid Society; Community Mediation Center; Orange County Bar Association for assistance.

IX. REFERRING COMPLAINTS TO OTHER APPROPRIATE STATE OR FEDERAL AGENCIES

Complaints shall be referred to specified agencies in accordance with 5 CCR §4611 or other applicable state and federal laws.

X. BASIS FOR DIRECT STATE DEPARTMENT OF EDUCATION INTERVENTION

The California Department of Education may directly intervene in the complaint without waiting for action by the District when one of the conditions listed in 5 CCR §4650 exists. In addition, the California Department of Education may also intervene in those cases where the District has not taken action within 60 calendar days of the date the complaint was filed with the District.

*Legal Reference:*CODE OF REGULATIONS TITLE 54600-4687 *Uniform Complaint Procedures*4900-4965 *Nondiscrimination in elementary and secondary education programs*EDUCATION CODE:EC 200 – 262.4 *Prohibition of discrimination*234 *Safe Place to Learn Act*

EC 48985

EC 49010GOVERNMENT CODE: 11135, 11138PENAL CODE 422.55, 422.6**Policy**

revised: June 14, 1999

revised: August 9, 2000

revised: June 30, 2003

revised: July 26, 2005

revised: July 11, 2006

revised: July 21, 2008

revised: December 10, 2012

revised:

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

March 27, 2013

**PROPOSITION 39 FINAL FACILITIES OFFER
OXFORD PREPARATORY ACADEMY**

BACKGROUND INFORMATION

On November 1, 2012, the District received Oxford Preparatory Academy's (OPA) Request for Proposition 39 Facilities for the 2013-2014 school year (Attachment 1). The Request submitted by OPA for the 2013-2014 school year projects an in-district classroom Average Daily Attendance (ADA) that is essentially identical to OPA's existing enrollment/ADA.

On November 28, 2012, the District responded to OPA's request, clarifying that because OPA was not projecting any enrollment increase and was already occupying an entire school (except for two portables owned and occupied by the YMCA) that has capacity to house its entire student population, the District did not believe that an additional allocation of space was supported (Attachment 2).

On January 2, 2013, OPA responded to the District's November 28, 2012, letter (Attachment 3). However, dating back nearly a year, District staff and OPA have been meeting and discussing OPA's space request, and attempting to reach mutually agreeable terms of a Facilities Use Agreement. Further, it was unclear from OPA's written and verbal communications with District staff whether it has opted to forego the Proposition 39 process, and to proceed on an in-lieu basis. Accordingly, on February 1, 2013, the District provided OPA with a written summary of the facilities the District believes OPA is entitled to be allocated under Proposition 39 in the form of a Preliminary Facilities Offer (Attachment 4). OPA provided its response to the Preliminary Offer on March 1, 2013 (Attachment 5).

By April 1, 2013, having reviewed any concerns and/or counter proposals made by the charter school, the District is required to submit in writing a final notification of the space offered to the charter school. The notification shall include a response to the charter school's concerns and/or counter proposals, if any. A draft copy of the proposed Final Offer is attached hereto as Attachment 6.

By May 1, 2013, the charter school must notify the District in writing whether or not it intends to occupy the offered space.

EXHIBIT 10

Page 1 of 4

CURRENT CONSIDERATIONS

Education Code §47614 provides in relevant part:

Each school district shall make available, to each charter school operating in the school district, facilities sufficient for the charter school to accommodate all of the charter school's in-district students in conditions reasonably equivalent to those in which the students would be accommodated if they were attending other public schools of the district. Facilities provided shall be contiguous, furnished and equipped, and shall remain the property of the school district. The school district shall make reasonable efforts to provide the charter school with facilities near to where the charter school wishes to locate, and shall not move the charter school unnecessarily.

The following outlines District staff's recommendation of space allocation:

Projections

OPA projects in-district classroom ADA of 592.9 for the 2013-2014 school year. The District's offer is based on OPA's projection.

Location of Facilities

In accordance with the Proposition 39 facilities regulations, as set forth above, allocation of facilities to the Charter School is as follows:

Site:

Barcelona Hills Elementary School Campus, except two portables owned and occupied by the YMCA.

Grade Configuration

Grades K-8

Regular Classrooms

19 Classrooms– Prop 39 Space

2 Classrooms – 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 Staff Break Room

Non-Classroom Outdoor Space

Playgrounds, Fields, and Parking lot

The above allocation of space fully accommodates OPA's program for the projected in-district classroom ADA.

Pro Rata Share Calculations and Other Facilities Costs

The District is mindful that the parties are continuing to negotiate the terms of the Facilities Use Agreement, including the pro-rata share. Based on the District's calculations, but subject to the further negotiations of the parties, the pro-rata share rate and other facilities costs are approximately:

- Pro Rata Share Rate for Prop 39 Space = $(\$13,770,010 \div 4,100,000 \text{ sq. ft.}) = \3.35 sq. ft.
- Fair Market Value of Additional Space = \$12.50 sq. ft.

District staff is currently re-measuring the campus, at the request of the Charter School. Once these calculations are completed, the District will apply the appropriate square footage to the proper rate as set forth above.

Comparison Schools

The District is relying on the same set of comparison schools set forth in its preliminary and final offers of 2012-2013, namely:

Comparison School – ANHS Family	
Elementary	Middle
Don Juan Avila	Aliso Viejo
Bergeson	Don Juan Avila
Canyon Vista	
Crown Valley	
Laguna Niguel	
Moulton	
Oak Grove	
Wood Canyon	

OPA Concerns

OPA has expressed some concern regarding the equipment that is available for students in comparison schools versus what is provided to OPA. Attachment 6 (Draft Final Offer) sets forth District staff's response to OPA's concerns.

Alternatives and Flexibility

At the sole discretion of the District, and in cooperation with the charter school, nothing shall prohibit the parties from mutually agreeing to an alternative configuration, in lieu of agreement and/or adjustment to the proposal contained herein, or to specific compliance with any of the provisions of the regulations. Additionally, the District may lease additional facilities to the charter beyond what they are provided and entitled to within the scope of this offer. Nothing presented herein shall prohibit implementation of such an alternative means of satisfying the District's facilities obligation under Proposition 39.

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. With approval of this item, staff also seeks latitude from the Board of Trustees to adjust this offer as part of the process of preparing a final facilities offer. Such an adjustment would be at the discretion of the staff, subject to Board approval, and in concurrence with the charter school.

Attachments

The following Exhibits are attached for reference:

Attachment 1	Proposition 39 Facilities Request
Attachment 2	District's Analysis and Response to Charter School's Request
Attachment 3	Charter School's Response to District Analysis
Attachment 4	District's Preliminary Facilities Offer
Attachment 5	Charter School's Response to Preliminary Facilities Offer
Attachment 6	Draft Final Offer

FINANCIAL IMPLICATIONS

The actual fiscal impact of this facilities offer is difficult to calculate because of a number of actual and potential impacts to both revenue and expenditures. Ostensibly, the actual cost of providing facilities to the charter school should be revenue neutral.

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 approve providing Proposition 39 facilities to Oxford Preparatory Academy for the 2013-2014 school year under the terms and conditions outlined above.



OXFORD PREPARATORY ACADEMY

2500 VIA SANTA MARIA
MISSION VIEJA, CA 91759
(949) 305-4111 (FAX) (949) 307-4747 (CELL)
WWW.OPACLEARPERSCHOOL.COM

**Delivery method
By Hand In Person**

November 1, 2012

Clark Hampton, Deputy Superintendent, Business and Support Services
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, California 92675

RE: Request for Proposition 39 Facilities for the 2013-2014 School Year

Dear Mr. Hampton:

I am writing on behalf of the Oxford Preparatory Academy Charter School ("Charter School") to request reasonably equivalent school facilities from the Capistrano Unified School District ("District") pursuant to Education Code Section 47614 (i.e., Proposition 39) and Title 5 of the California Code of Regulations ("CCR") Section 11969.1 through 11969.11, as amended ("Implementing Regulations").

Proposition 39, passed by the voters of California on November 7, 2000, requires school districts to make available, to each charter school operating within the school district, school facilities sufficient for each charter school to accommodate all of the charter school's in-district students in conditions reasonably equivalent to those in which the students would be accommodated if they were attending other public schools of the school district. Facilities provided shall be contiguous, furnished, and equipped, yet shall remain the property of the school district. In addition, the school district must make reasonable efforts to provide the charter school with facilities near to where the charter school desires to be located. (See Education Code Section 47614(b)).

The Proposition 39 Implementing Regulations adopted by the State Board of Education ("SBE") on August 29, 2002, and amended on March 29, 2008, require the Charter School to make an annual written request for facilities. Title 5 CCR Section 11969.9(c)(1) specifies the information that must be included in the annual facilities request. This request, along with the information submitted herewith, meets and exceeds the requirements of Education Code Section 47614 and the Implementing Regulations.

Proposition 39 Request: 2013-14 School Year
Page 1 of 12

Attachment 1

Projected Average Daily Attendance (ADA)

In accordance with Education Code Section 47614(b)(2) the District is required to allocate school facilities to the Charter School for the following school year based upon a projection of average daily classroom attendance provided by the Charter School.

The Charter School's Chief Executive Officer and Corporate Board of Directors have determined that a reasonable projection of the Charter School's in-District average daily classroom attendance for the 2013-14 school year is **592.9**. The following is a break down of the Charter School's projected average daily attendance ("ADA") as required by 5 CCR Section 11969.9(c)(1). The Charter School's ADA figures are based on the methodology outlined in the following section.

Please note:

- "Prior year" means the fiscal year prior to the year in which a facilities request is made. For this request, the prior year is 2011-12.
- "Current year" means the fiscal year in which a facilities request is made. For this request, the current year is 2012-13.
- "Request year" means the fiscal year for which facilities are being requested. For this request, the request year is 2013-14.

Table 1: Total ADA

A	B	C	D
Grade Level	Actual Total Prior Year (P-2)	Projected Total Current Year	Projected Total Request Year¹
TK/K	120.57	97.02	37.24
1	68.37	135.24	97.02
2	67.42	101.92	135.24
3	59.47	98.98	101.92
4	47.45	77.42	98.98
5	69.96	72.52	77.42
6	63.54	71.54	72.52
7	33.12	64.68	71.54
8	27.57	37.24	64.68
Total	557.47	756.56	756.56

¹ The data in all tables does in fact represent ADA, not enrollment.

Table 2: Total In-District ADA

A	B	C	D
Grade Level	Actual Total Prior Year (P-2)	Projected Total Current Year	Projected Total Request Year
TK/K	117.09	70.56	36.26
1	64.92	123.48	70.56
2	63.97	91.14	123.48
3	56.03	88.2	91.14
4	45.31	65.66	88.2
5	67.83	60.76	65.66
6	61.41	62.72	60.76
7	30.81	58.8	62.72
8	25.26	29.4	58.8
Total	532.63	650.72	657.58

Table 3: Total Classroom ADA

A	B	C	D
Grade Level	Actual Total Prior Year (P-2)	Projected Total Current Year	Projected Total Request Year
TK/K	105.75	64.68	32.34
1	59.33	126.42	64.68
2	51.47	94.08	126.42
3	31.44	93.1	94.08
4	30.73	64.68	93.1
5	62.82	59.78	64.68
6	60.35	64.68	59.78
7	32.01	58.8	64.68
8	27.07	32.34	58.8
Total	460.97	658.56	658.56

Table 4: Total In-District Classroom ADA

A	B	C	D
Grade Level	Actual Total Prior Year (P-2)	Projected Total Current Year	Projected Total Request Year
TK/K	105.41	54.88	31.4
1	58.47	115.64	54.88
2	50.52	85.26	115.64
3	31.5	85.26	85.26
4	31.33	56.84	85.26
5	61.85	50.96	56.84
6	59.21	57.82	50.96
7	29.76	54.88	57.82
8	25.1	28.42	54.88
Total	453.15	589.96	592.9

The following tables represent the projected in-District ADA (from Table 2 above) and in-District classroom ADA (from Table 4 above) broken down by grade level and the school in the District the pupils are otherwise eligible to attend. (5 CCR Section 11969.9(c)(2).)

Table 5: In-District ADA Broken Down by Grade Level and Projected District Schools Where Pupils Would Otherwise Attend:

School Name/Grade	TK/K	1	2	3	4	5	6	7	8
Aliso Viejo M.S.	0	0	0	0	0	0	10.78	9.8	4.9
Arroyo Vista (K-8)	2.94	3.92	2.94	2.94	2.94	1.96	0.98	3.92	0.98
Bathgate Elementary	1.96	0.98	2.94	2.94	0	0.98	0	0	0
Canyon Vista Elementary	1.96	4.9	8.82	3.92	1.96	4.9	0	0	0
Carl Hankey (K-8)	0.98	1.96	4.9	1.96	0	0.98	0	1.96	0
Castille Elementary	0.98	5.88	11.76	5.88	13.72	7.84	0	0	0
Chaparral Elementary	0.98	0.98	0	0.98	0	0	0	0	0
Clarence Lobo Elementary	0	0	0	0	0	0	0	0	0
Concordia Elementary	0.98	0.98	1.96	0	0.98	0	0	0	0
Crown Valley Elementary	0.98	2.94	6.86	2.94	5.88	2.94	0	0	0
Del Obispo Elementary	0	1.96	0	2.94	0.98	1.96	0	0	0
Don Juan Avila (K-8)	0.98	2.94	6.86	3.92	7.84	2.94	9.8	8.82	9.8
George White Elementary	0	2.94	6.86	2.94	3.92	1.96	0	0	0
Harold Ambuehl Elementary	0.98	0.98	1.96	0.98	4.9	2.94	0	0	0
Hidden Hills Elementary	0	1.96	0	2.94	1.96	0	0	0	0
John Malcom Elementary	0	1.96	0.98	1.96	0	0	0	0	0
Kinoshita Elementary	0.98	0	0.98	0.98	0	0.98	0	0	0
Ladera Ranch (K-8)	1.96	5.88	6.86	3.92	6.86	2.94	8.82	3.92	6.86
Laguna Niguel Elementary	0.98	2.94	6.86	5.88	3.92	2.94	0	0	0
Las Flores (K-8)	0	0	0	0	0	0	0	1.96	0
Las Palmas Elementary	0	0	0	0	0	0	0	0	0
Marblehead Elementary	0	0	0.98	0.98	0	0	0	0	0
Marco Forster M.S.	0	0	0	0	0	0	6.86	6.86	6.86
Marian Bergeson	0.98	2.94	2.94	2.94	3.92	0	0	0	0

Moulton Elementary	0.98	4.9	6.86	3.92	7.84	2.94	0	0	0
Newhart M.S.	0	0	0	0	0	0	16.66	17.64	18.62
Niguel Hills M.S.	0	0	0	0	0	0	9.8	9.8	10.78
Oak Grove Elementary	0.98	1.96	9.8	4.9	3.92	7.84	0	0	0
Oso Grande Elementary	5.88	5.88	13.72	10.78	6.86	4.9	0	0	0
Palisades Elementary	0.98	0	0.98	0	2.94	1.96	0	0	0
Philip J. Reilly Elementary	2.94	9.8	7.84	11.76	9.8	12.74	0	0	0
R.H. Dana Elementary	0	0	0.98	0	0.98	0.98	0	0	0
San Juan Elementary	0	0.98	0	0.98	0	0	0	0	0
Shorecrest M.S.	0	0	0	0	0	0	5.88	5.88	4.9
Tijeras Creek Elementary	0	0.98	0.98	2.94	0	0	0	0	0
Truman Benedict	0.98	0	0.98	0	0	0.98	0	0	0
Viejo Elementary	0.98	2.94	2.94	5.88	1.96	2.94	0	0	0
Vista del Mar (K-8)	0.98	2.94	3.92	1.96	4.9	1.96	2.94	4.9	2.94
Wagon Wheel Elementary	0.98	1.96	0	0	0	0	0	0	0
Wood Canyon Elementary	1.96	2.94	10.78	7.84	2.94	3.92	0	0	0
SUBTOTAL	36.26	70.56	123.48	91.14	88.20	65.66	60.76	62.72	58.80
Total 657.58									

Table 6: In-District Classroom ADA Broken Down by Grade Level and Projected District Schools Where Pupils Would Otherwise Attend:

School Name/Grade	TK/K	1	2	3	4	5	6	7	8
Aliso Viejo M.S.	0	0	0	0	0	0	6.86	7.84	3.92
Arroyo Vista (K-8)	2.94	2.94	2.94	1.96	2.94	0.98	0.98	2.94	0.98
Bathgate Elementary	0.98	0.98	2.94	2.94	0	0.98	0	0	0
Canyon Vista Elementary	0.98	2.94	7.84	2.94	1.96	2.94	0	0	0
Carl Hankey (K-8)	0.98	0.98	3.92	1.96	0	0.98	0	1.96	0
Castille Elementary	0.98	3.92	8.82	4.9	11.76	4.9	0	0	0
Chaparral Elementary	0.98	0.98	0	0.98	0	0	0	0	0
Clarence Lobo Elementary	0	0	0	0	0	0	0	0	0
Concordia Elementary	0.98	0.98	1.96	0	0.98	0	0	0	0
Crown Valley Elementary	0.98	1.96	5.88	2.94	4.9	1.96	0	0	0
Del Obispo Elementary	0	0.98	0	2.94	0.98	1.96	0	0	0
Don Juan Avila (K-8)	0.98	1.96	5.88	2.94	5.88	1.96	6.86	6.86	7.84
George White Elementary	0	1.96	5.88	2.94	2.94	1.96	0	0	0
Harold Ambuehl Elementary	0.98	0.98	1.96	0.98	3.92	1.96	0	0	0
Hidden Hills Elementary	0	0.98	0	2.94	1.96	0	0	0	0
John Malcom Elementary	0	0.98	0.98	1.96	0	0	0	0	0
Kinoshita Elementary	0.98	0	0.98	0.98	0	0.98	0	0	0
Ladera Ranch (K-8)	0.98	3.92	5.88	2.94	5.88	1.96	5.88	2.94	5.88
Laguna Niguel Elementary	0.98	1.96	5.88	4.9	2.94	1.96	0	0	0
Las Flores (K-8)	0	0	0	0	0	0	0	1.96	0
Las Palmas Elementary	0	0	0	0	0	0	0	0	0
Marblehead Elementary	0	0	0.98	0.98	0	0	0	0	0
Marco Forster M.S.	0	0	0	0	0	0	4.9	5.88	5.88
Marian Bergeson Elementary	0.98	1.96	2.94	1.96	2.94	0	0	0	0
Moulton Elementary	0.98	2.94	5.88	2.94	5.88	1.96	0	0	0
Newhart M.S.	0	0	0	0	0	0	12.74	12.74	15.68

Niguel Hills M.S.	0	0	0	0	0	0	5.88	6.86	7.84
Oak Grove Elementary	0.98	0.98	7.84	3.92	2.94	5.88	0	0	0
Oso Grande Elementary	4.9	3.92	11.76	8.82	5.88	3.92	0	0	0
Palisades Elementary	0.98	0	0.98	0	2.94	1.96	0	0	0
Philip J. Reilly Elementary	2.94	6.86	5.88	8.82	7.84	10.78	0	0	0
R.H. Dana Elementary	0	0	0.98	0	0.98	0.98	0	0	0
San Juan Elementary	0	0.98	0	0.98	0	0	0	0	0
Shorecliffs M.S.	0	0	0	0	0	0	4.9	3.92	3.92
Tijeras Creek Elementary	0	0.98	0.98	1.96	0	0	0	0	0
Truman Benedict Elementary	0.98	0	0.98	0	0	0.98	0	0	0
Viejo Elementary	0.98	1.96	2.94	4.9	1.96	1.96	0	0	0
Vista del Mar (K-8)	0.98	1.96	2.94	1.96	3.92	0.98	1.96	3.92	2.94
Wagon Wheel Elementary	0.98	0.98	0	0	0	0	0	0	0
Wood Canyon Elementary	0.98	1.96	8.82	5.88	2.94	1.96	0	0	0
SUBTOTAL	31.4	54.88	115.64	85.26	85.26	56.84	50.96	57.82	54.88
Total 592.9									

Methodology Used In Making ADA Projection:

Title 5 CCR Section 11969.9(c)(1)(B) requires the facilities request to include a description of the methodology for the ADA projections. The Charter School utilized the following methodology in calculating the ADA projections:

School Year	Enrollment	ADA Claimed at P-2	Growth Percentage Change	# of Wait Listed Children
2011-12	566	557.47	N/A	449
2012-13	772	N/A	27%	914

As demonstrated herein, we have analyzed our School's historical enrollment, retention, and growth trends, prior ADA figures, and historical wait list numbers in order to arrive at our total projected in-District classroom ADA figure for the request year.

The ADA projection for 2013-2014 is based on the following:

The foundation of Oxford Preparatory Academy's instructional program has a longstanding track record of success, due to its founder, Sue Roche. Mrs. Roche, Chief Executive Officer (CEO) of Oxford Preparatory Academy Charter Schools, has opened multiple district schools, and most recently two charter schools in South Orange County and the Chino Valley. Her consistent accomplishments as a school leader and CEO reasonably indicate the ongoing success and solvency of the Charter School. Most recently, Oxford Preparatory Academy – South Orange County received an API score of 993, the top performing K-8 program in Orange County. The Chino Valley campus received an Academic Performance Index score of 972 on the 2012 STAR Test, the top mark in San Bernardino County for the second consecutive year. The successful district schools Mrs. Roche has opened include Rolling Ridge Elementary School in Chino (which ranked number one in San Bernardino County for five consecutive years), Country Springs Elementary School (which ranked number one in California Standardized Testing results and attendance in San Bernardino County for five consecutive

years), and Edwin Rhodes Elementary School (whose API score of 965 in 2009 was first in the County, and received a California Distinguished School Award, California Service-Learning Leader School Award, the Honor Roll for Academic Achievement Award, and the Picturing America Award). Mrs. Roche also served as the Director of Human Resources for the Chino Valley Unified School District prior to opening Edwin Rhodes Elementary.

Given the extraordinary success of Mrs. Roche, and the overwhelming community interest in the school in its first two years of operation, the Oxford Preparatory Academy Corporate Board of Directors and Founding Members are confident that a K – 8 school operated by Mrs. Roche will continue to garner significant interest from the community and easily meet its enrollment targets.

In order to arrive at its projected in-District classroom ADA for the 2013-14 school year, Oxford Preparatory Academy – South Orange County assumed that its student body enrollment would be as follows:

Grade	On – Site Enrollment	Independent Study
TK/K	33	5
1	66	33
2	129	9
3	96	8
4	95	6
5	66	13
6	61	13
7	66	7
8	60	6
Total	672	100

The enrollment projection is reasonable as demonstrated by the significant number of Intent to Enroll forms completed by both current students and those meaningfully interested, though not currently enrolled at the Charter School. Attached to this request, please find a total of 633 Intent to Re-Enroll forms submitted by currently enrolled, in-District charter school students indicating their intent to return for the 2013-14 school year, as well as an additional 284 Intent to Enroll forms from in-District students who are not currently enrolled at the Charter School, but who are meaningfully interested in doing so. In other words, the Charter School is submitting a total of 927 total in-District Intent to Enroll forms to support its projections for 657.58 in-District ADA. The 927 total in-District forms represent nearly 157% of its current projected in-District classroom ADA for the 2013-14 school year of 592.9. Out of District Intent to Enroll Forms from both current and prospective students total 167, bringing the overall total to 1,094 Intent to Enroll/Re-Enroll forms being submitted. The fact that the Charter School has received Intent to Enroll forms totaling nearly 157% of its projected ADA more than six (6) months before the enrollment period ends, and before the Charter School has engaged in the majority of its recruitment efforts, demonstrates that its enrollment projections are more than reasonable. The Charter School applied an attendance rate of 98% to its enrollment projections to arrive at its ADA projections, as this is lower than the attendance rate achieved by the Charter School in both the 2011-2012 school year, and thus far in the 2012-2013 school year.

The Charter School's projections are also more than reasonable because:

1. Oxford Preparatory Academy has shown nearly a 204% increase in their waitlist in just one year, highlighting the increasing demand and interest level of parents requesting a school for their child.
2. Oxford Preparatory Academy achieved an Academic Performance Index score of 993 on the 2012 STAR Test, which ranked higher than any Kindergarten through eighth grade program in Orange County. Consequently an increasing number of parents will be seeking this kind of high quality academic program offered at the Charter School as evidenced by our waitlist, parental participation at school events, and in the extensive list of parents meaningfully interested in enrolling.
3. Attendance rates have remained above 98% since the school's opening, including the current school year, thereby validating the use of a projected 98% ADA rate. As an aside, despite the fact that historical ADA growth is on the rise, we are restricted by our current facility capacity to expand and meet the growth demand for our school, further evidenced by our significant waitlist.
4. Current enrollment as of October 31st, 2012 of 772.

In its first year of operation, the Charter School was fully enrolled with a waitlist of 449 students, and currently has a waitlist of 914 students, despite increasing enrollment by 206 students in 2012-2013.

Supporting Documentation

Title 5 CCR Section 11969.9(c)(1)(C) requires the facilities request to include supporting documentation. The Implementing Regulations state that when a charter school is not yet open (i.e., not yet providing instruction), or to the extent an operating charter school projects a substantial increase in in-District ADA, the annual request must include documentation of the number of in-District students meaningfully interested in attending the Charter School. Please be advised that because the Charter School is already open and projecting a substantial increase in ADA, we have attached and incorporated herein by reference the following supporting documentation that fully substantiates the reasonableness of our in-District ADA projections for the 2013-14 school year:

- (1) Signed parental "Intent to Re/Enroll" Forms for all students for the request year;
- (2) Sign-in sheets at Public Information Meetings, public forums, etc.;
- (3) A copy of the waiting list for the current school year demonstrating the continuing interest in enrollment in the Charter School;
- (4) P-2 ADA forms for the prior school year
- (5) A copy of the current student enrollment roster

Should the District desire additional documentation or information regarding the Charter School's ADA projections, please contact me as soon as possible. We remain willing to

cooperate with the District to immediately address any questions or concerns about this request and the supporting documentation.

Operational Calendar:

Title 5 CCR Section 11969.9(c)(1)(D) requires the facilities request to include the Charter School's operational calendar. The Charter School's operational calendar is attached for your review. The Charter School's first day of instruction is on September 4, 2013, therefore we will need access to the facility no later than August 20, 2013 in order to prepare. Please note that Title 5 CCR Section 11969.9(j) requires the District to ensure that a furnished and equipped facility meeting the requirement of Proposition 39 be made available to the Charter School no less than ten (10) working days prior to the charter school's first day of instruction. In addition, in accordance with Section 11969.5, the space allocated must be made available for the Charter School's entire school year regardless of the School District's instructional year or class schedule.

Educational Program:

Title 5 CCR Section 11969.9(c)(1)(F) requires the facilities request to provide information regarding the charter school's educational program that is relevant to the assignment of facilities. The Charter School's educational program does have unique facilities needs. As you are aware, key components of the educational program of the Charter School include:

- Classrooms to accommodate predicted occupancy
- Multi-purpose room or performing arts theater
- Library
- (2) Furnished and equipped computer labs
- Multi-media/STEM lab
- Science lab with water and gas hook-up
- Playground and athletic field space with backstops
- Administrative offices
- Nurse/Health station
- Staff workroom
- Regulation basketball and volleyball courts, and blacktop space
- Gymnasium
- (2) Physical Education locker rooms
- Custodial room and storage space
- Academic Intervention ("College Prep") classroom
- Cafeteria and kitchen
- Band room
- Music/Keyboard lab
- Foreign Language lab
- Art room
- Psychologist/Counseling Room
- Resource Specialist Room
- Speech room

- Conference room
- Game room
- (2) Child Care rooms
- Teacher's Lounge

If the District's comparison schools include any other facilities not listed here, the District must also provide the Charter School with a reasonably equivalent allocation of these facilities. In order to provide all of these aspects of our educational program, the facility allocated to the Charter School must provide the facilities herein described at the most appropriate and accessible location currently available within the district.

In addition, and in accordance with its charter and budget, the Charter School operates grade levels kindergarten through 8th grade on one contiguous school site. Consequently, the Charter School's educational program requires a single contiguous school site in which to operate. Further, our educational program includes an Independent Study component, with an anticipated participation number of 200 students. Therefore, we request facilities for these students as well, specifically, two (2) Independent Study classrooms.

Facility Location:

Title 5 CCR Section 11969.9(c)(1)(E) requires the Charter School to provide information regarding the District school site and/or general geographic area in which the Charter School wishes to locate. The Charter School is currently located at the former Barcelona Hills Elementary School site at 23000 Via Santa Maria, Mission Viejo, 92691. Based upon the needs of the Charter School and the residency of the projected student enrollment, the Charter School desires to continue to occupy its current facility at 23000 Via Santa Maria, Mission Viejo, 92691.

Procedures and Timelines:

In accordance with the Implementing Regulations, the District is required to review the Charter School's attendance projections and to express any objections that it has about the Charter School's attendance projections in writing on or before December 1, 2012. The Charter School must respond to the District's written objections, if any, on or before January 2, 2013, and will either reaffirm or modify its projections as it deems necessary. (5 CCR Section 11969.9(d).)

Furthermore, we look forward to receiving a written preliminary facilities proposal from the District on or before February 1, 2013, as required under the Implementing Regulations. (5 CCR Section 11969.9(f).) The preliminary proposal must include, at a minimum, the following information: (1) a breakdown of the number of teaching stations (classrooms), specialized and non-classroom based space to be allocated to the Charter School, with an indication as to whether the space is exclusive or shared use; (2) the projections of in-District classroom ADA on which the proposal is based; (3) the specific location of the space; (4) all conditions pertaining to the space, including a draft of any proposed agreement pertaining to the Charter School's use of the space, (typically referred to as a facilities use agreement); (5) the projected pro rata share amount and a description of the methodology used to determine that amount; and (6) a list and

description of the comparison group schools used in developing its preliminary proposal, and a description of the differences between the preliminary proposal and the Charter School's facilities request. The Charter School has until March 1, 2013, to respond to the preliminary proposal.

The Implementing Regulations Section 11969.9(h) requires the District to provide a written final notification regarding the space to be allocated to the Charter School prior to April 1, 2013. The final notification specifically must include, at a minimum, the following:

- (1) The teaching station, specialized classroom space, and non-teaching station space offered for the exclusive use of the charter school and the teaching station, specialized classroom space, and non-teaching station space which the charter is to be provided access on a shared basis with District operated programs, if any;
- (2) For shared space, if any, the proposed arrangements for sharing;
- (3) The in-District classroom ADA assumptions for the Charter School upon which the allocation is based and, if the assumptions are different than those submitted by the charter school, a written explanation of the reasons for the differences;
- (4) The specific location of the space;
- (5) All conditions pertaining to the Charter School's use of the space;
- (6) The pro rata share amount and a description of the methodology used to determine that amount;
- (7) The payment schedule for the pro rata share amount, which shall take into account the timing of revenues from the state and from local property taxes; and
- (8) A response to the Charter School's concerns and/or counter-proposals, if any.

A California Court of Appeals decision has made clear that, in meeting their Proposition 39 obligation, school districts must give the same degree of consideration to the needs of charter school students as it does to the students in district-run schools. The court noted that "accommodating a charter school might involve moving district-operated programs or changing attendance areas" and that providing a contiguous school facility to a charter school might require disruption and dislocation among district students, staff and programs. Ridgecrest Charter School v. Sierra Sands Unified School District, 130 Cal.App.4th 986 (2005). In addition, the Court concluded that a school district responding to a request for facilities must issue a statement of reasons at the time it makes its final determination that is "thorough" and "factual" enough to permit "effective review by the courts"; the statement of reasons issued by the school district must demonstrate that the district has "adequately considered all relevant factors" and that the district can "demonstrate a rational connection between those factors, the choice made, and the purposes of [Proposition 39]." Furthermore, as the District may be aware, two recent court cases clarified the manner in which a school district must allocate facilities to a charter school. Specifically, Bullis Charter School v. Los Altos School District (200 Cal.App.4th 1022), among other things, requires the District to perform a calculation of the square footage of all of the specialized and non-teaching station spaces at the comparison schools. The District must base its allocated of space to the Charter School on this analysis. In addition, California Charter Schools Association v. Los Angeles Unified School District (Los Angeles Superior Court No. BC 438336) clarified that a school district cannot use a loading standard to allocate teaching stations to a charter school, but rather must allocate teaching stations based on the actual teaching station to ADA ratio at the comparison schools.

Although Proposition 39 requires the District to allocate a school facility for Charter School use, the Charter School is amenable to discussing alternative facilities arrangements that meet both the needs of the District and the Charter School. If it is provided with a contiguous school site allocation, the Charter School would also be interested in negotiating a long-term Facilities Use Agreement to run coterminous with the school's charter.

The Charter School Board of Directors has delegated to me the responsibility to negotiate the allocation of a facility under Proposition 39. All communications regarding this matter should be sent to my attention at the address below. My contact information is as follows:

Sue Roche, Chief Executive Officer
5862 C St., Chino, CA 91710
909-464-2672 (school)
sue.roche@oxfordchampions.com

I appreciate your time and consideration of this request and I look forward to developing a mutually agreeable plan to meet the facilities needs of the Charter School's in-District students.

Sincerely,



Founder, Chief Executive Officer
Oxford Preparatory Academy Charter Schools

cc: Bob Kuhnert, Chairman, Oxford Preparatory Academy Corporate Board of Directors
Albert Chang, Vice-Chairman, Oxford Preparatory Academy Corporate Board of Directors
Bob Lehmeyer, Treasurer, Oxford Preparatory Academy Corporate Board of Directors
Joel Cahn, Secretary, Oxford Preparatory Academy Corporate Board of Directors
Dr. Greg Maddex, Member, Oxford Preparatory Academy Corporate Board of Directors

Greg Moser, Legal Counsel, Procopio, LLP.

Attachments (the following attachments are incorporated by reference herein):

- (1) "Intent to Re/Enroll" Forms with parent signatures;
- (2) Oxford Preparatory Academy 2013 – 2014 Operational Calendar
- (3) Copy of current Wait List
- (4) Copy of current Student Roster
- (5) Copies of Public Information Meeting Sign-In Sheets/Interest Lists; and
- (6) Copy of previous year P-2 Report

Proposition 39 Request: 2013-14 School Year
Page 12 of 12



CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
TELEPHONE: (949) 234-9200/FAX: 496-7681 www.capousd.org

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JOSEPH M. FARLEY, ED. D.

November 28, 2012

Sue Roche, Chief Executive Officer
Oxford Preparatory Academy
5862 C Street
Chino, California 91710

Re: 2013-14 Proposition 39 Request for Facilities;
Oxford Preparatory Academy - Capistrano

Dear Ms. Roche:

Capistrano Unified School District ("District") is in receipt of your letter dated November 1, 2012, regarding a facilities request by the proposed Oxford Preparatory Academy - Capistrano ("OPA") under Proposition 39 ("Request") for the 2013-2014 school year. The allocation of facilities to charter schools is governed by Education Code §47614, the implementing regulations found in Title 5 of the California Code of Regulations §§11969 et seq. ("Regulations"), as well as case law interpreting the statute and regulations. These authorities provide for allocation of school district facilities to charter schools that have the requisite number of in-district average daily attendance ("ADA") and meet the requirements of the law in applying for such facilities.

As held in the case of *Environmental Charter High School v. Centinela Valley Union High School District* (2004) 122 Cal.App.4th 139 ("*Environmental*"), both Education Code §47614 and California Code of Regulations, Title 5, §11969.9(c), mandate inclusion of foundational documentation with the facilities request. *Environmental* further made clear that a charter school seeking facilities pursuant to Education Code §47614 must identify the foundational data, explain its methodology, and explain how its projections were extrapolated from foundational data. (*Id.* at 152-153.)

Specifically, Education Code §47614 and the Regulations require that a charter school submit the following information by November 1, 2012, to be eligible for allocation of District facilities:

- 1) Reasonable projections of in-district and total ADA and in-district and total classroom ADA, based on ADA claimed for apportionment, if any, in the fiscal year prior to the fiscal year in which the facilities request is made, adjusted for expected changes in enrollment in the forthcoming fiscal year;
- 2) A description of the methodology for the projections;

Attachment 2

- 3) If relevant (i.e., when a charter school is not yet open or to the extent an operating charter school projects a substantial increase of in-district ADA), documentation of the number of in-district students meaningfully interested in attending the charter school that is sufficient for the district to determine the reasonableness of the projection, but that need not be verifiable for precise arithmetical accuracy;
- 4) The charter school's operational calendar;
- 5) Information regarding the district school site and/or general geographic area in which the charter school wishes to locate;
- 6) Information on the charter school's educational program, if any, that is relevant to assignment of facilities; and
- 7) Projections of in-district ADA, in-district classroom ADA, and the number of in-district students shall be broken down by grade level and by the school in the school district that the student would otherwise attend.

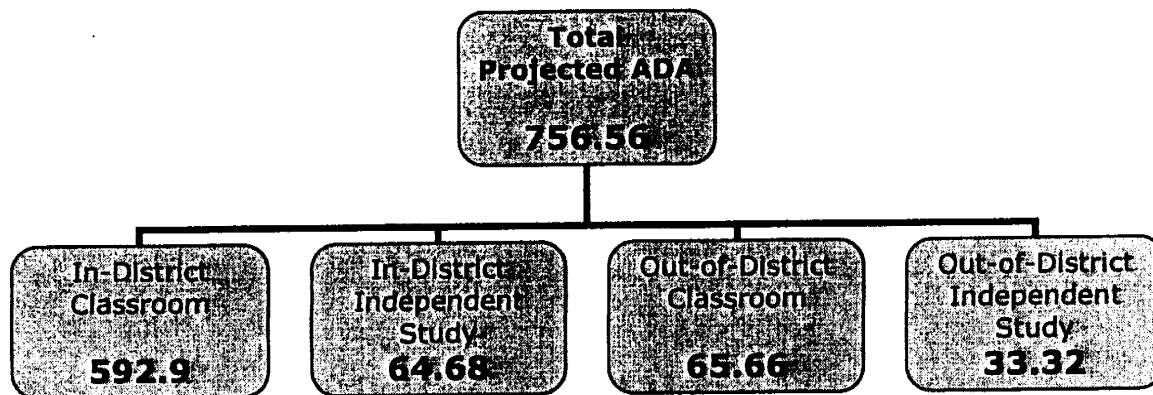
(California Code of Regulations, Title 5, §11969.9, subdivision (c){ 1-2})

In accordance with the applicable Regulations, the District has reviewed OPA's projections of in-district and total ADA and in-district and total classroom ADA. The District expresses the following objections to the projections submitted by OPA, and sets forth the projections the District considers reasonable. (California Code of Regulations, Title 5, §11969.9(d).)

Oxford Preparatory Academy's Projections

In submitting a request for facilities under Proposition 39, OPA is first required to set forth "reasonable projections of in-district and total ADA and in-district and total classroom ADA" in accordance with the Regulations, §11969.9(c)(1)(a). These projections are required to be based upon: (1) "ADA claimed for apportionment . . . in the fiscal year prior to the fiscal year . . . adjusted for expected changes in enrollment" and/or (2) "documentation of the number of in-district students meaningfully interested in attending the charter school . . ." To the extent OPA is anticipating growth in its ADA, it is also required to support its projections with documentation of students meaningfully interested in enrolling in the charter. This documentation is intended to assist the District in determining the reasonableness of OPA's projections.

In evaluating the Request, the District broke down OPA's projections as follows¹:



As OPA is aware, the District is only required to offer facilities for in-district classroom ADA, where such ADA is based on reasonable and well-supported projections. Thus, OPA is not entitled to an allocation of space for the out-of-district classroom ADA or any of the non-classroom based ADA which, combined, OPA projects as 163.66. Accordingly, the District objects to the Request to the extent it seeks allocation of space for these classifications of ADA.

The District further objects to the Request and the projections on the grounds that it is unclear whether additional space is being requested. Specifically, the projections fail to establish any growth of in-district classroom ADA above and beyond that which is currently being served by the charter school. The District notes that OPA has been allocated an *entire* school site in which it operates its program² and serves the exact same number of students that it projects for the 2013-2014 school year. Because the Request fails to project ADA for in-district classroom ADA beyond that for which facilities have already been allocated, the District finds no basis to allocate additional space.

The District likewise objects to the "methodology" purported relied upon in making its projections. The Request relies heavily on the alleged successes and ADA of other Oxford Preparatory Academy schools. Moreover, the Request calls out the API scores of the South Orange County and Chino Oxford charters, presumably to support its contention that OPA will be similarly "successful" in coming years. Nor is OPA's reliance on any other statistics of its Chino Valley or South Orange County OPA charters appropriate to support its Request for the OPA – Capistrano charter. In addition to the fact that these other schools are in other school districts and operated under independent charters, the Request fails to consider: (1) the

¹ We note that these projections almost mirror the "current" projected total in-district classroom ADA which is being served by OPA.

² We further advise that although the parties have not reached agreement as to the form of a Facilities Use Agreement for the site currently allocated to OPA, the District may not permit use of the site for the 2013-2014 school year absent a fully executed Facilities Use Agreement.

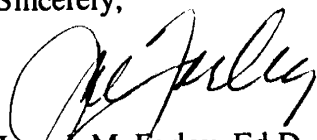
Sue Roche Correspondence
2013–14 Proposition 39 Request for Facilities;
Oxford Preparatory Academy – Capistrano
November 27, 2012
Page 4

differences in the communities of the District, and those of South Orange County and Chino; and/or (2) that the teachers and students of this charter differ from those of other OPA schools. Simply put, each charter must stand alone.

In sum, the District finds that OPA has not articulated a projected total in-district classroom ADA for the 2013-2014 school year that exceeds that of the current year for which facilities have been allocated. Therefore, there is no basis for allocation of additional space based upon the projections set forth in the Request.

This letter addresses OPA's projections in accordance with California Code of Regulations, Title 5, §11969.9, subdivision (d), and is submitted without waiver of the deficiencies identified herein or other deficiencies and/or objections the District may have to the Request for facilities for the 2013-2014 school year.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Farley", written over the printed name.

Joseph M. Farley, Ed.D.
Superintendent



Oxford Preparatory Academy Charter Schools

5862 C Street, Chino, California 91710 • Office: 909-464-2672 • FAX: 909-248-0459 • www.oxfordchampions.com

Sue Roche, President/Chief Executive Officer

January 2, 2013

Sent via Fax, E-Mail and Certified Mail

Joseph Farley, Superintendent
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

**Re: Proposition 39 Facilities Request
Response to District Objections to ADA Projections**

Superintendent Farley:

Oxford Preparatory Academy-South Orange County ("Charter School") is in receipt of your November 28, 2012 letter regarding the Charter School's request for Proposition 39 facilities for the 2013-14 school year. In that letter, the District states that the Charter School "has not articulated a projected total in-District classroom ADA for the 2013-2014 school year that exceeds that of the current year for which facilities have been allocated. Therefore, there is no basis for allocation of additional space based upon the projections set forth in the request." As required under Section 11969.9(e) of the Proposition 39 Implementing Regulations this letter addresses each one of the District's stated concerns and reaffirms the Charter School's original projections of 592.9 in-District classroom ADA provided in our November 1, 2012, request for facilities.

The District Failed to State its Own ADA Projections and Thus Must Allocate Facilities to Accommodate 592.9 in-District Charter School Students

The District's November 30, 2012 letter objects to the Charter School's methodology, but does not state the projections that it believes are reasonable.

Title 5, California Code of Regulations Section 11969.9(d) states that "The school district shall review the charter school's projections of in-district and total ADA and in-district and total classroom ADA and, on or before December 1, express any objections in writing and state the projections the district considers reasonable. If the district does not express objections in writing and state its own projections by the deadline, the charter school's projections are no longer subject to challenge, and the school district shall base its offer of facilities on those projections." The Implementing Regulations do not allow the District to reserve the right to later object to "deficiencies identified herein or other deficiencies and/or objections the District may have to the Request..." Any objection must be made by December 1, and the District's counter-projection must be included, or the District must allocate space based on the Charter School's original projection.

While the District objects to the Charter School's request, it does not state its own projections. As a result, the District must base its allocation of facilities on the Charter School's projection of 592.9 units of in-District classroom ADA.

District Allocation of Reasonably Equivalent Facilities

The District's letter states that the Charter School has not projected an increase in ADA from the current school year, and thus "there is no basis for allocation of additional space based upon the projections set forth in the Request."

Board of Directors

Bob Kuhnert, Chairman of the Board – Albert Chang, Vice-Chairman – Joel S. Cahn, Secretary – Robert G. Lehmeyer, Treasurer – Dr. Greg Maddex, Member

Attachment 3

Page 1 of 2

However, the allocation of the Barcelona Hills Elementary School site to the Charter School was an alternative allocation of facilities, agreed to by both parties for the 2011-2012 and 2012-2013 school years, that did not provide the Charter School with many of the specialized and non-teaching facilities that its middle school students would otherwise have been entitled to: for example, comparable science lab space, art room and music room space, theater space, physical education locker room for both boys and girls, and gymnasium space. In addition, the District has not provided library books for the Charter School's middle school students, even though the comparison middle schools have fully furnished and equipped middle school libraries. All of these spaces are available at the comparison middle schools, but Charter School students do not have access to them. The allocation of facilities therefore did not represent a reasonably equivalent allocation of facilities to accommodate the Charter School's entire projected ADA, but in order to come to a mutually agreeable solution to the facilities situation for the relevant years, the Charter School agreed to accept the allocation of Barcelona Hills even though it did not include these facilities.

The prior agreement between the parties, however, does not absolve the District of its responsibility to comply with Proposition 39 for the 2013-2014 school year and forward, and the District is required by law to provide the Charter School with a reasonably equivalent allocation of facilities that includes a full complement of specialized and non-teaching station space for the Charter School's middle school students.

Nonetheless, the Charter School wishes to arrive at a solution that will work for the District, but will also ensure the Charter School's ability to provide a comprehensive educational program to its students. Therefore, the Charter School would be willing to remain on the Barcelona Hills campus if the District and Charter School can come to an agreement to add three (3) portable classrooms to provide specialized and non-teaching station space, including for the Charter School's middle school students. In addition, the Charter School would need the District to provide library books for the Charter School's middle school students, as the District has previously only provided books for the school's K-5 students. Further, the Charter School and District would finalize a multi-year Facilities Use Agreement to include language providing for the addition of the portables on the site.

* * *

We look forward to resolving these concerns and entering into a multi-year facilities use agreement with the District. If the parties are not able to come to agreement prior to February 1, 2013, the Charter School looks forward to receiving from the District its written preliminary proposal regarding the space the District allocates to the Charter School under 5 CCR Section 11969.9(f).

Sincerely,



Sue Roche
President, Chief Executive Officer

SR:ck



CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
TELEPHONE: (949) 234-9380/FAX: 487-1453 www.capousd.org

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February 1, 2013

Sue Roche, Chief Executive Officer
Oxford Preparatory Academy
5862 C Street
Chino, California 91710
sue.roche@oxfordchampions.com

Re: 2013-14 Proposition 39 Request for Facilities; Preliminary Offer
Oxford Preparatory Academy – South Orange County

Dear Ms. Roche:

The Capistrano Unified School District ("District") has considered the request of Oxford Preparatory Academy ("OPA" or "Charter School") for provision of a reasonably equivalent District facility under the terms of Proposition 39 and its implementing regulations (Educ. Code section 47614; Cal. Code Regs., tit. 5, § 11969.1 et seq.) for the 2013-2014 school year.

As you know, in the typical situation, the regulations require the district to prepare in writing, on or before February 1, 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. At a minimum, the preliminary proposal must include (1) the projections of in-district classroom ADA on which the proposal is based, (2) the specific location or locations of the space, (3) all conditions pertaining to the space, including a draft of any proposed agreement pertaining to the charter school's use of the space, and (4) the projected pro rata share amount and a description of the methodology used to determine that amount. (Cal. Code Regs., tit. 5, § 11969.9(0.)). The District must also provide the charter school a list and description of the comparison group schools used in developing its preliminary proposal, and a description of the differences between the preliminary proposal and the charter school's facilities request as submitted pursuant to subdivision (b). Ibid.

Here, dating back nearly a year and as recently as our meeting earlier today, the District and OPA have been meeting and discussing at length OPA's space request, and attempting to reach mutually agreeable terms of a Facilities Use Agreement. Further, the Request submitted by OPA for the 2013-2014 school year projects an in-district classroom ADA that is essentially identical to OPA's existing enrollment/ADA. Finally, it is unclear from OPA's written and verbal communications whether it has opted to forego the Proposition 39 process, and to proceed on an in-lieu basis. As such, the District does not believe it would be useful to restate the entirety of its prior Preliminary Offer to OPA. However, the District would like to take this opportunity to set forth the basic parameters of what it believes OPA is entitled to, and thus the District is offering, under Proposition 39.

Attachment 4



CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
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Projections

OPA projects in-district classroom ADA of 592.9 for the 2013-2014 school year. The District's offer is based on OPA's projection.

Location of Facilities

In accordance with the Proposition 39 facilities regulations, as set forth above, allocation of facilities to the Charter School is as follows:

Site: Barcelona Hills Elementary School, except two portables owned and occupied by the YMCA.

Grade Configuration: Grades K-8

Regular Classrooms: 21

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 Staff Break Room

Non-Classroom Outdoor Space: Playgrounds, Fields and Parking lot

The District reiterates its position taken in its late November letter to OPA, that the above allocation of space fully accommodates OPA's program for the projected in-district classroom ADA.

Conditions Pertaining to the Space

As you know, OPA has raised a number of concerns regarding the condition of the former Barcelona site. The District is committed to working cooperatively with OPA in an attempt to resolve these concerns as the parties continue to negotiate the terms of the Facilities Use Agreement.

Pro Rata Share Calculations

The District is mindful that the parties are continuing to negotiate the terms of the Facilities Use Agreement, including the pro-rate share. Based on the District's calculations, but subject to the further negotiations of the parties, the pro-rata share is approximately:

$$o \$3.35 \times 38,064 \text{ sq. ft.} = \$127,514.00$$

SERVING THE COMMUNITIES OF:

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RANCHO SANTA MARGARITA • SAN CLEMENTE • SAN JUAN CAPISTRANO

MARCH 1, 2013

VIA: ELECTRONIC MAIL

Clark Hampton
Deputy Superintendent, Business Services
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

***Re: Oxford Preparatory Academy Orange County
Response to Preliminary Offer of Facilities Under Proposition 39***

Dear Clark:

This letter comes in response to the Capistrano Unified School District's ("District") Proposition 39 Preliminary Offer of Facilities, dated February 1, 2013, and made to Oxford Preparatory Academy ("Charter School"). This offer has been forwarded to my office for review and a response. As you are aware, the offer proposes to locate the Charter School at Barcelona Hills Elementary School, with two of the classrooms on the site being reserved for potential use by a District program.

PROPOSED COMPROMISE RELATIVE TO FACILITIES USE

Although the Charter School does not believe that the District's Preliminary Offer meets all of the District's legal obligations under Proposition 39 and its Implementing Regulations, the Charter School believes that both it and the District have an interest in resolving this matter quickly and efficiently. The Charter School believes that doing so will allow both parties to avoid the substantial staff time required by the Proposition 39 process and attendant analysis, as well as attorney time, and time in discussions with the District and Charter School Boards.

However, the parties have been attempting to negotiate a longer-term facilities use agreement for more than one year now, without success. In early February, the Charter School provided the District with its proposed changes to the new version of the FUA that the District presented to it. The Charter School hopes that the parties can reach an agreement as soon as possible.

As a result, the Charter School makes the following proposal to resolve all outstanding issues:

1. The District will provide the Charter School with a reasonably equivalent set of junior high library books.

Clark Hampton

Re: Oxford Preparatory Academy Orange County
Response to Preliminary Offer of Facilities Under Proposition 39

MARCH 1, 2013

Page 2 of 12

2. The District will install an additional three (3) portables on the site, including one science lab portable (with gas and water), at its cost and expense.
3. The District and Charter School will agree to a two year facilities use agreement, which is concurrent with the term of the Charter School's current charter, and that can be renewed when the Charter School's charter is renewed.
4. The Charter School will pay the pro rata share in three equal payments, due on November 1, February 1, and June 1.

In the event this proposal is unacceptable to the District, then the Charter School's view that the Charter School is entitled to three additional classrooms under Proposition 39 (resulting in an allocation of the entire Barcelona Hills campus), as well as all specialized and non-teaching station space such as science lab and gymnasium space as more fully explained below. We are only including this analysis to preserve the Charter School's rights in the event that the above compromise is not acceptable, but hope that the parties will be able to reach an alternative resolution as set forth above.

THE DISTRICT'S PRELIMINARY OFFER

THE COMPARISON SCHOOLS

5 CCR Section 11969.3(a) defines the process for identifying comparison schools as follows:

"The comparison group shall be the school district-operated schools with similar grade levels that serve students living in the high school attendance area...in which the largest number of students of the charter school reside. The number of charter school students residing in a high school attendance area shall be determined using in-district classroom ADA projected for the fiscal year for which facilities are requested."

The District's Preliminary Offer states that its comparison group remains the same as the prior year: "the Aliso Niguel High School Family." The District previously identified ten schools as the comparison schools. The Charter School agrees that the largest number of its students live within the Aliso Niguel High School attendance area.

However, a review of the high school attendance area maps on the District's website demonstrates that only eight of the ten schools identified by the District as comparison schools are actually located within Aliso Niguel's attendance boundaries. Specifically, Crown Valley and Moulton Elementary School are located within the Dana Hills High School attendance area, and thus are not comparison schools for purposes of Proposition 39. Therefore, the correct comparison schools for purposes of Proposition 39 are Don Juan Avila Elementary School, Bergeson Elementary School, Canyon Vista Elementary School, Laguna Niguel Elementary School, Oak Grove Elementary School, Wood Canyon Elementary School, Aliso Viejo Middle School and Avila Middle School. Because the Implementing Regulations are clear that the comparison group of schools includes all District schools in the Aliso Niguel High School

Clark Hampton

Re: Oxford Preparatory Academy Orange County

Response to Preliminary Offer of Facilities Under Proposition 39

MARCH 1, 2013

Page 3 of 12

attendance area that have similar (not exact) grade levels, this would include all schools that serve any combination of grades K-8.

The Implementing Regulations provide a five-step analysis by which a school district must determine whether a facility is reasonably equivalent to those in which the students would be accommodated if they were attending public schools of the school district. First, pursuant to 5 CCR Section 11969.3(a), the District must identify a comparison group of District-operated schools with similar grade levels to the Charter School.

ALLOCATION OF TEACHING STATIONS

In accordance with the implementing regulations, the second step is for the District to provide a facility to the Charter School with the same ratio of teaching stations to average daily attendance (“ADA”) as those provided to students in the comparison group of schools, as well as a proportionate share of specialized classroom space and non-teaching space, and are to be allocated at each grade level consistent with the ratios provided by the District to its students. (5 CCR Section 11969.3(b)(1).) The allocation cannot be based upon the District’s “staffing ratios.”

Instead, the District must perform a review of the comparison schools, and must determine the teaching station to ADA average for each of the comparison schools by counting the number of regular teaching stations at each grade range (K, 1-3, 4-5, and 6-8). “The number of teaching stations (classrooms) shall be determined using the classroom inventory prepared pursuant to California Code of Regulations, title 2, section 1859.31, adjusted to exclude classrooms identified as interim housing.” Each school’s ADA is then determined “using projections for the fiscal year and grade levels for which facilities are requested.” Please note that this calculation does not allow the District to exclude classrooms that are currently empty or unused, or are used for purposes other than as specialized classroom space. All teaching stations at a comparison school site must be included in the calculation.

The District must then arrive at an average teaching station to ADA ratio for all the comparison schools, and apply this to the Charter School’s projected ADA to arrive at the Charter School’s allocation.

The District has offered the Charter School twenty-one (21) exclusive use teaching stations. The manner in which the District determined this allocation is not set forth in the letter; the Charter School believes that it may have been based on the District’s staffing ratios.¹ As set forth above, this is not allowed by the Implementing Regulations; instead, the District must follow the formula set forth above.

¹ However, assuming an ADA of 617.5, and an allocation of 21 teaching stations, this results in a teaching station to ADA ratio of 29.4, which is substantially larger than the District’s current staffing ratios at the elementary school level, so it is possible the District used some other formula.

Clark Hampton

Re: Oxford Preparatory Academy Orange County

Response to Preliminary Offer of Facilities Under Proposition 39

MARCH 1, 2013

Page 4 of 12

The District's Facilities Master Plan is not available on its website as none of the links for the document work. As a result, the Charter School was forced to estimate these numbers, based on the website for each school, as well as each school's School Accountability Report Card, and each school's 2011-2012 enrollment; as the Charter School believes the District is in declining enrollment, using prior year numbers in the analysis benefits the District. The Charter School would be pleased to dialogue with District staff regarding how these numbers were calculated.

This analysis looks at the number of teaching stations as reported in the comparison schools' 2011-2012 SARC and each school's 2011-2012 enrollment, as well as comparison school information provided in the District's preliminary offers to other schools. As the District is in declining enrollment, the use of prior year enrollment benefits the District in the analysis.

Don Juan Avila Elementary School

Grade	Enrollment	ADA (96% of Enrollment)	Number of Teaching Stations ²	Teaching Station to ADA Ratio
K	107	102.7	4	25.7
1-3	383	367.7	17	21.6
4-5	281	269.8	10	26.9

Bergeson Elementary School

Grade	Enrollment	ADA (96% of Enrollment)	Number of Teaching Stations	Teaching Station to ADA Ratio
K	58	55.7	4 ³	13.9
1-3	261	250.6	8	31.3
4-5	194	186.2	6	31

Canyon Vista Elementary School

Grade	Enrollment	ADA (96% of Enrollment)	Number of Teaching Stations	Teaching Station to ADA Ratio
K	124	119	4	29.8
1-3	382	366.7	16	22.9
4-5	259	248.6	9	27.6

² The District's SARC's for each school show substantially more classrooms than are reflected in the number of teachers listed on each school's website, suggesting that there are many empty classrooms at school sites (for example, Laguna Niguel Elementary School's SARC states that the school has 30 classrooms, but only has 20 teachers listed. While some of these rooms may be used for other purposes (keyboarding, a TV studio), this discrepancy calls into question the District's analysis. The Charter School has used only the number of classrooms at each grade level in its analysis, but suspects this provides far fewer classrooms to the Charter School than it would be entitled to.

³ For Kindergarten, since each comparison school runs both morning and afternoon sessions, all sessions were counted as that most accurately reflects the number of units of ADA per teaching station.

Clark Hampton

Re: Oxford Preparatory Academy Orange County

Response to Preliminary Offer of Facilities Under Proposition 39

MARCH 1, 2013

Page 5 of 12

Laguna Niguel Elementary School

Grade	Enrollment	ADA (96% of Enrollment)	Number of Teaching Stations	Teaching Station to ADA Ratio
K	86	82.6	4	20.7
1-3	314	301.4	11	27.4
4-5	209	200.6	6	33.4

Oak Grove Elementary School

Grade	Enrollment	ADA (96% of Enrollment)	Number of Teaching Stations	Teaching Station to ADA Ratio
K	138	132.5	7	18.9
1-3	396	380.2	21	18.1
4-5	260	249.6	12	20.8

Wood Canyon Elementary School

Grade	Enrollment	ADA (96% of Enrollment)	Number of Teaching Stations	Teaching Station to ADA Ratio
K	74	71.1	4	17.8
1 -3	254	243.8	14	17.4
4-5	169	162.2	8	20.3

Aliso Viejo Middle School

Grade	Enrollment	ADA (96% of Enrollment)	Number of Teaching Stations	Teaching Station to ADA Ratio
6-8	1,081	1,037.8	37 ⁴	28.0

Avila Middle School

Grade	Enrollment	ADA (96% of Enrollment)	Number of Teaching Stations	Teaching Station to ADA Ratio
6-8	1,198	1,150.1	39 ⁵	29.5

⁴ Aliso Viejo has 45 teaching stations; this number assumes that 4 of them are science classrooms (as there are four science teachers listed on the school's website), 1 is a culinary arts room, and 3 are choir/band/orchestra/art spaces.

⁵ Avila Middle School has 43 teaching stations; this number assumes that 4 of them are science classrooms (as there are four science teachers listed on the school's website).

MARCH 1, 2013

Page 6 of 12

Grade	Charter School Projected 2012-2013 ADA	Average District Teaching Station to ADA Ratio	Charter School Classrooms Required
Kindergarten	32.34	21.1	2
1 -3	255.78	23.1	10
4-5	142.1	26.7	6
6-8	163.66	28.8	6
Total	593.88		24

This table demonstrates that the Charter School is entitled to **twenty four (24)** teaching stations to accommodate its projected in-District ADA in conditions reasonably equivalent to the comparison schools.

The Charter School also notes that the District's Preliminary Offer assumes that all of the regular classrooms allocated to the Charter School are the standard classroom size of 960 square feet. However, six of the classrooms on the Barcelona Hills campus are not 960 square feet. For example, Room 3 is a small special education classroom, and cannot be used for regular classroom instruction. Rooms P-11, P-13 and P-14 are also not 960 square feet (P-13 and P-14 are 640 square feet, and P-11 is less than 960 square feet), and thus are not reasonably equivalent. The Charter School also notes that the vast majority of the classrooms at the comparison schools used for regular instruction are approximately 960 square feet. Lastly, the District and Charter School agreed at a recent meeting that Rooms 8a and 8b are just one classroom.

The Charter School is willing to use some of these smaller rooms as specialized and non-teaching station space, but needs at least twenty-one (21) full-sized regular teaching stations for regular instruction, and can use P-11 as one of those rooms because it is close to being 960 square feet.

ALLOCATION OF SPECIALIZED CLASSROOM SPACE

If a school district includes specialized classroom space, such as science laboratories, in its classroom inventory, the Proposition 39 offer of facilities provided to a charter school shall include a share of the specialized classroom space. (5 CCR Section 11969.3(b)(2) and Section 11969.9(f).) The Preliminary Offer must include "a share of the specialized classroom space and/or a provision for access to reasonably equivalent specialized classroom space," and "the amount of specialized classroom space allocated and/or the access to specialized classroom space provided shall be determined based on three factors:

1. The grade levels of the charter school's in-district students;
2. The charter school's total in-district classroom ADA; and
3. The per-student amount of specialized classroom space in the comparison group schools.

Clark Hampton

Re: Oxford Preparatory Academy Orange County

Response to Preliminary Offer of Facilities Under Proposition 39

MARCH 1, 2013

Page 7 of 12

5 CCR Section 11969.3(b)(3) and Section 11969.9(f).

As such, the District must allocate specialized classroom space, such as science laboratories, art rooms, computer rooms, music rooms, wood/metal shop rooms, etc. commensurate with the in-District classroom ADA of the Charter School. Even if enrollment has declined at a school, space is not currently needed for classroom purposes, and a school principal has expanded or re-allocated space, this reallocated space – which District students still enjoy – should be included in the allocation to the Charter School of specialized teaching space. (*Bullis Charter School v. Los Altos School Dist.*, 200 Cal. App. 4th 296 (Cal. App. 6th Dist. 2011).) Furthermore, in order to correctly determine the specialized classroom space to which the Charter School is entitled,

“the school district must determine and utilize the applicable figures for the specialized classroom space considered by referring to the comparison group schools and relating those figures to the space offered to the charter school”; “[w]hile a Proposition 39 analysis does not necessarily compel a school district to allocate and provide to a charter school each and every particular room or other facility available to the comparison group schools, it must at least account for the comparison schools’ facilities in its proposal. A determination of reasonable equivalence can be made only if facilities made available to the students attending the comparison schools are listed and considered. And while mathematical exactitude is not required (*citation omitted*), a Proposition 39 facilities offer must present a good faith attempt to identify and quantify the facilities available to the schools in the comparison group—and in particular the three categories of facilities specified in regulation 11969.3, subdivision (b) (i.e., teaching stations, specialized classroom space, and nonteaching station space)—in order to determine the “reasonably equivalent” facilities that must be offered and provided to a charter school.”

The District’s Preliminary Offer allocates one room for science lab space, one room for a computer lab, one room for an art classroom, and one room for a music classroom. The room allocated for a science lab is just a regular teaching station, without any specialized furnishings or equipment, gas hook-ups, or water.

However, a review of the data collected during the site visits of the comparison schools demonstrates that the District’s offer fails to allocate certain specialized classroom space available at the comparison schools. As noted above, specialized classroom space is not just science labs and computer labs. It is any teaching space that is not a traditional teaching station, including music and art rooms, computer labs, science labs, and resource rooms. The District’s Preliminary Offer provides an insufficient amount of this specialized space to the Charter School.

Specifically, from information publicly available, the comparison elementary and middle

MARCH 1, 2013

Page 8 of 12

schools have science lab space, computer lab space, Block Music program space, TV studio space, keyboarding space, drama space, choir space, band space, orchestra space, dance space, and art space. As a result, the Charter School is entitled to reasonably equivalent allocations of these spaces. More specifically, the Charter School has been able to confirm from public information that Ambuehl has a science lab and music room; Arroyo Vista has a music room, and space for drama, choir, band, orchestra and art, as well as middle school science lab space, and culinary arts room; Avila has a music room, middle school science lab, and a weight room (and probably has specialized art and band/orchestra space); Bergeson has 2 computer labs, science lab space, and space for the Block Music program; Canyon has a computer lab and a TV studio; Laguna has a computer lab, keyboarding room, and a TV studio; Oso Grande has a science lab and music room; Oak Grove has a science lab, music room and MIND Institute program with a room for music keyboards, as well as two computer labs, among other facilities; Wood Canyon has a new performing arts space, and 2 computer labs. The Charter School would be happy to work with the District to determine more precisely the other specialized teaching station spaces at the comparison schools. All of the comparison schools have at least one, if not two computer labs, as well as computers in classrooms.

In addition, the District will need to provide the necessary furnishings and equipment to ensure the classroom it has allocated for science lab space can be used for science instruction – this would likely include lab tables and portables lab stations with gas and water hook-ups. The science labs at the comparison schools are also not small rooms – they are full sized classrooms. As a result, the Charter School is also entitled to full-sized classrooms for science instruction.

In a prior year, the District asserted in meetings with the Charter School that unless all of the comparison schools have a particular kind of facility space, the District is not obligated to allocate the Charter School that particular kind of facility space. However, the court in *Bullis Charter School v. Los Altos School Dist.* (200 Cal. App. 4th 1022, 1047-1048 (Cal. App. 6th Dist. 2011)) specifically addressed this issue. In *Bullis*, the court noted that the school district “contends that in the case of nonclassroom facilities, it need only consider those that are common to each of the schools in the comparison group. Under this view, for example, if all five comparison group schools had tennis courts, the area would be deemed nonteaching station space; but if one or more of the comparison group schools did not have tennis courts, the area would not be considered in the reasonable equivalence analysis.” The court disagreed with the school district, stating that

“There is no support in the regulations for this viewpoint. The District's approach would allow a comparison group school's subjective use determination of its nonclassroom space to control the analysis. For instance, using the above example, if all five schools had tennis courts, but one school chose to use the area for badminton only, in the District's view, the space would not be considered in the Proposition 39 analysis. Likewise, if one school discontinued a previous use of space that was common to the other comparison group schools, the space would no longer be factored into the district's reasonable equivalence evaluation, notwithstanding the absence of any reduction in the nonclassroom space being

Clark Hampton

Re: Oxford Preparatory Academy Orange County

Response to Preliminary Offer of Facilities Under Proposition 39

MARCH 1, 2013

Page 9 of 12

considered. This common usage approach could lead to—as has occurred here—the exclusion of a substantial amount of nonteaching station space from the analysis, to the potential detriment of the charter school. We believe that a school district, in determining the amount of nonteaching station space it must allocate to the charter school, must take an objective look at all of such space available at the schools in the comparison group. A school district may achieve the mandate under Proposition 39 and the regulations of ‘giv[ing] the same degree of consideration to the needs of charter school students as it does to the students in district-run schools’ (*Ridgecrest*, [citation omitted]; see also reg. 11969.2, subd. (d)) only if it considers the entire nonclassroom space in the facilities offer.”

Therefore, the District’s Preliminary Offer must be revised to provide for reasonably equivalent access to each kind of specialized space discussed above, in the form of equal access. This can be accomplished in part by allocating one additional classroom for science lab space (please note that the space designated as a science lab by the District on the Barcelona Hills campus is not usable for middle school science instruction because it is not a wet lab, with gas hookups).

ALLOCATION OF NON-TEACHING SPACE

In addition to teaching station and specialized classroom space, the fourth step requires the District to provide non-teaching station space commensurate with the in-District classroom ADA of the Charter School and the per-student amount of non-teaching station space in the comparison group schools. (5 CCR Section 11969.7(b)(3).) Non-teaching space is all of the remainder of space at the comparison school that is not identified as teaching station space or specialized space and includes, but is not limited to, administrative space, a kitchen/cafeteria, a multi-purpose room, a library, a staff lounge, a copy room, storage space, restrooms, a parent meeting room, special education space, RSP space, and play area/athletic space, including gymnasiums, athletic fields, and locker rooms (or at least a reasonably equivalent place to change clothes for Physical Education classes). (5 CCR Section 11969.3(b)(3) and Sections 11969.9(f).) An allocation of non-teaching station space can be accomplished through shared use or exclusive use.

The District’s offer allocates access to the multipurpose room, kitchen, an administrative office, the library, storage and custodial space, and a nurse’s office, as well as playground and field space and parking lot space. However, the comparison schools have other non-teaching space that the District has not allocated to or shared with the Charter School in its Preliminary Offer. Specifically, students at the seven comparison schools also have access to gymnasium space, locker room space, teacher lounge space, conference room space, and workroom space. In addition, the Charter School has determined that both Laguna Niguel and Aliso Viejo have child care space, even though the District’s Preliminary Offer states that none of the comparison schools have this space, and that Oak Grove has 3 YMCA portables. The comparison elementary and middle schools also have special education space, including RSP, Speech, and Counseling space, that has not been allocated to the Charter School. The District’s offer only states that

Clark Hampton

Re: Oxford Preparatory Academy Orange County

Response to Preliminary Offer of Facilities Under Proposition 39

MARCH 1, 2013

Page 10 of 12

“special education classrooms will be based on program offering” – it is not at all clear what is intended by this sentence. The District will need to provide the Charter School with a full complement of special education space on the Barcelona Hills campus.

The Proposition 39 law and its Implementing Regulations state that the Charter School’s students are entitled to a share of these non-teaching facilities, commensurate with its in-District ADA. (5 CCR Section 11969.3(b)(3); see also *Bullis Charter School v. Los Altos School Dist.*, 200 Cal. App. 4th 296 (Cal. App. 6th Dist. 2011).) Please also see the citation to Bullis above, regarding a District’s obligation to provide the Charter School with each kind of specialized and non-teaching station space that exists at the comparison schools.

THE CONDITION OF FACILITIES ALLOCATED BY THE DISTRICT IS NOT REASONABLY EQUIVALENT TO THE CONDITION OF THE COMPARISON SCHOOLS

The last step in the process to determine whether a facility is reasonably equivalent to the District’s comparison schools is for the District to determine whether the condition of facilities provided to a charter school is reasonably equivalent to the condition of comparison group schools. Pursuant to 5 CCR Section 11969.3(c), the District must assess “such factors as age (from latest modernization), quality of materials, and state of maintenance.” The District must also assess the following factors:

1. School site size.
2. The condition of interior and exterior surfaces.
3. The condition of mechanical, plumbing, electrical, and fire alarm systems, including conformity to applicable codes.
4. The availability and condition of technology infrastructure.
5. The condition of the facility as a safe learning environment including, but not limited to, the suitability of lighting, noise mitigation, and size for intended use.
6. The condition of the facility’s furnishings and equipment.
7. The condition of athletic fields and/or play area space.

Please provide any information the District has compiled in performing this comparison analysis. Also, as noted above, several of the spaces allocated to the Charter School as teaching stations are less than 960 square feet; the Charter School understands that very few classrooms at the comparison schools are less than 960 square feet, and thus these rooms are not reasonably equivalent.⁶

⁶ For new school construction, current 5 CCR Section 14030(g)(1)(A) states that classrooms be “960 square feet or an equivalent space that provides not less than 30 square feet per student.” The current Title 5 regulations are based on an average of 30 students per classroom. The SFPD is pursuing revisions to the Title 5 Regulations which would establish 960 sf as the standard for all grade 1-6 classrooms. In addition, 5 CCR Section 14030(2)(A), states that a permanent kindergarten classroom should not be less than 1,350 square feet. This area includes restrooms, storage, teacher preparation, and wet and dry areas. Additionally, 5 CCR Section 14030(2)(G), states that “restrooms are self-contained within the classroom or within the kindergarten complex.”

Clark Hampton

Re: Oxford Preparatory Academy Orange County

Response to Preliminary Offer of Facilities Under Proposition 39

MARCH 1, 2013

Page 11 of 12

THE DISTRICT'S ESTIMATED PRO RATA SHARE

The District's Preliminary Offer includes an estimated pro rata share of \$3.35. The Charter School has determined that the District is providing Proposition 39 facilities to other charter schools in the District at a different, lower rate – for example, Journey Charter School paid \$.59/per square foot two years ago, and we have not heard that the price is increased. Proposition 39 requires that “the per-square-foot charge shall be applied equally by the school district to all charter schools that receive facilities under this article.” (5 CCR Section 11969.7(e).) The Charter School would request that the District charge it the same rate that the District is charging Journey.

As the District is aware, the Proposition 39 Implementing Regulations set forth the detailed methodology for calculating the pro rata share, which is defined as “a per-square-foot amount equal to those school district facilities costs that the school district pays for with unrestricted revenues from the district's general fund, as defined in sections 11969.2(f) and (g) and hereinafter referred to as “unrestricted general fund revenues,” divided by the total space of the school district times (2) the amount of space allocated by the school district to the charter school.” (5 CCR Section 11969.7.)

5 CCR Section 11969.7 also states “facilities costs includes: (1) contributions from unrestricted general fund revenues to the school district's Ongoing and Major Maintenance Account (Education Code section 17070.75), Routine Restricted Maintenance Account (Education Code section 17014), and/or deferred maintenance fund; (2) costs paid from unrestricted general fund revenues for projects eligible for funding but not funded from the deferred maintenance fund; (3) costs paid from unrestricted general fund revenue for replacement of facilities-related furnishings and equipment, that have not been included in paragraphs (1) and (2), according to school district schedules and practices”; and (4) debt service costs. Facilities costs “do not include any costs that are paid by the charter school, including, but not limited to, costs associated with ongoing operations and maintenance and the costs of any tangible items adjusted in keeping with a customary depreciation schedule for each item.”

The pro rata share will also need to be adjusted to reflect the actual square footage of the classrooms, as several of them are not 960 square feet, and the District's current calculation assumes they are.

* * *

As set forth in detail above, the District's Preliminary Offer of facilities does not comply with Proposition 39 and the Implementing Regulations. However, the Charter School acknowledges that the Barcelona Hills campus is not able to provide the Charter School with all of the facilities to which it is entitled under the law, and the Charter School would prefer to remain at its current location. The Charter School would therefore propose allocating the Charter

Clark Hampton

Re: Oxford Preparatory Academy Orange County

Response to Preliminary Offer of Facilities Under Proposition 39

MARCH 1, 2013

Page 12 of 12

School the entire Barcelona Hills site as set forth above, with three additional portables and junior high library books to be provided by the District.

The Charter School would also propose that the District's allocation of facilities be for two years, and that the pro rata share be updated, with a payment schedule of three times per year. In this way, the Charter School and District can minimize staff time spent on what will be a very similar allocation for the upcoming years.

Please do not hesitate to contact me should you have any questions.

A handwritten signature in black ink that reads "Sue Roche". The signature is written in a cursive, flowing style.

Cc: Philippa Geiger
John Forney



CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
TELEPHONE: (949) 234-9200/FAX: 248-9563 www.capousd.org

BOARD OF TRUSTEES

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JOSEPH M. FARLEY, ED.D.

March 28, 2013

VIA ELECTRONIC CORRESPONDENCE

Ms. Sue Roche
President/Chief Executive Officer
Oxford Preparatory Academy
5862 C Street
Chino, California 91710
sue.roche@oxfordchampions.com

Re: 2013–14 Proposition 39 Request for Facilities; Final Offer
Oxford Preparatory Academy – Capistrano Unified School District

Dear Ms. Roche:

The Board of Education (Board) of the Capistrano Unified School District (District) has considered the request of Oxford Preparatory Academy Orange County (Oxford or Charter School) for provision of reasonably equivalent District facilities under the terms of Proposition 39 and its implementing regulations (Education Code §47614; California Code of Regulations Title 5 §11969.1 et. seq.) for the 2013-2014 school year. The Board considered the Oxford facilities request and approved the preliminary offer. This letter serves as the District's response to the Charter School's objections raised to the District's preliminary offer, in your letter dated March 1, 2013, as well as the District's final notification of space (Final Offer).

Factors Considered:

In making a facilities allocation, the Board considered the following factors:

- (a) Oxford's request for facilities for a projected 592.9 average daily classroom attendance of in-District students;
- (b) Oxford's specific request that the charter school occupy the Barcelona Hills Elementary School's campus (Barcelona Site), and the requirement that the District use reasonable efforts to place Oxford near where it wishes to locate;
- (c) Information concerning Oxford's educational program to the extent deemed relevant to the assignment of facilities;
- (d) The formal configuration of the charter as a K - 8 charter and the charter school's request to be housed together on a single site;
- (e) That the offered site meets the Proposition 39 definition of "reasonably equivalent" when compared to the District's comparison schools;

Attachment 6

ALISO VIEJO • COTO DE CAZA • DANA
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SAN JUAN CAPISTRANO

- (f) The District's need to maximize its real property assets for the benefit of the District's community and constituents and to balance current and future needs to house District educational programs and other District-sponsored charter schools at all of its school sites, including the Barcelona site, and
- (g) The District's obligation to consider equally the needs of in-district Oxford students with those in regular programs, such that the allocation of facilities results in a "fair sharing" of District facilities for regular District students, Oxford students, and students of other charter schools.

Methodology

District staff evaluated all feasible facilities allocation options and considered capacity, condition, location and other relevant factors to allocate a facility to Oxford that meets the Proposition 39 standards for "reasonable equivalence," primarily considering how it could allocate the site Oxford requested. Oxford specifically requested to be located at the Barcelona site and has occupied the site since the beginning of the 2012-2013 school year. The facility is in good, comparable condition to schools that students would otherwise attend. Further, Oxford essentially has exclusive use of its facility of choice, less two portables on the site that house other existing programs.

Nevertheless, in its response letter of March 1, 2013, Oxford again expressed concerns focused mostly on the number of classrooms allocated at the Barcelona site. A response to the concerns raised is provided in Section F of this letter, in accordance with the Regulations, §11969.9(h).

The amount of and configuration for teaching space, non-teaching space, and specialized classroom space is outlined below.

A. Amount and Configuration of Space

In accordance with the Proposition 39 facilities regulations, as set forth above, allocation of facilities to the Charter School is as follows:

- Site: Barcelona Hills Elementary School's campus, except two classrooms and the YMCA building.
- Grade Configuration: Grades K-8
- Regular Classrooms: 19 classrooms of Prop 39 Space (in-district classroom ADA @ 592.9), plus an additional 2 classroom of additional 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
 - 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 2 additional Non-Prop 39 classrooms. The teaching station allocation is based on the following:

CUSD Staffing Ratio 2012-2013 (and projected for 2013-2014):

$$\begin{aligned} K &= 32:1 \times 96.8\% &= 31:1 \\ 1-5 &= 33:1 \times 96.8\% &= 32:1 \\ 6-8 &= 34:1 \times 96.8\% &= 33:1 \end{aligned}$$

OPA Ratio Based on Projected ADA for 2012-2014:

$$\begin{aligned} K &= 31.4/31 &= 1.013 \\ 1-5 &= 397.88/32 &= 12.434 \\ 6-8 &= 163.66/33 &= 4.959 \\ \text{Total Classrooms} & &= 18.406 \text{ rounded up to } \mathbf{19 \text{ classrooms}} \end{aligned}$$

- 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	Kitchen
MPR	Library
Storage/Custodial	Nurse's Office
Hallways	Common Areas
Staff Break room	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 38,064 sq. ft. At the Charter School's request, the campus will be re-measured to determine the accuracy of this square footage.

B. Conditions

Use: The space allocated to the Charter School must be used in a manner consistent with the final offer of facilities. Additionally, the space allocated to the Charter School is for occupancy of the specific site/spaces outlined herein only and does not allow for housing visiting teachers or students or the Charter School's independent study program students. All property, furniture and equipment provided by the District will remain the property of the District, and the Charter School shall not enter into any agreement with any party as to the use or occupancy of the property, or any portion thereof, without the express written consent of the District. The proposed facilities offer is for space only and excludes any services related to the use of such space. Use of the space will be subject to the Facilities Use Agreement, a draft of which is included herewith.

Utilities: All utility costs will be the responsibility of the Charter School.

Environmental Impacts: The Charter School will continue to be required to implement practices or measures that ensure that any potential environmental impacts are minimized or eliminated, and the Charter School's agreement to implement any such measures will be determined to have occurred upon acceptance of any final offer of space. These mitigation measures must include a plan to limit vehicle traffic during the 15 minutes before and after school to 175 vehicle trips. This is necessary due to the configuration, design, and location of the school and the drop off

circle. The Charter School has discretion to determine how it would like to accomplish this mitigation, and the District is willing to meet with the Charter School and provide suggestions and assistance.

Occupancy: The space would be made available to the Charter School no less than ten (10) working days prior to the first day of instruction for the 2013-2014 school year. In conformity with the statute and regulations, this offer of the above-described facilities applies to the school year 2013-2014 only, and is further conditioned upon the Charter School's compliance with California Code of Regulations, Title 5, §11969.9 including the Charter School's execution of the Facilities Use Agreement.

C. Furniture and Equipment

Oxford has operated in the entire site, less two portables, since the beginning of the 2012-2013 school year; as such, there is no basis for allocation of additional furnishing and equipment. Nonetheless, the District and the Charter School remain in negotiations regarding the condition of portions of the property, including potentially some of the furnishings and equipment.

D. ADA Assumptions

The ADA assumptions used in the development of this facilities offer are as follows:

<u>School</u>	<u>In-District</u>
Oxford Preparatory	592.9

E. Pro-Rata Share and Other Payment Schedule

The District is entitled to charge Oxford a pro-rata share of the District's facilities costs paid from unrestricted general fund revenues for the space allocated to house in-District students (Proposition 39 Space). The pro-rata share will be calculated using the following formula:

A per-square-foot amount equal to those school district 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.

Pro-rata Share Rate for Prop 39 Space = $(\$13,770,010 \div 4,100,000 \text{ sq. ft.}) = \3.35 sq. ft.

Fair Market Value of Additional Space = \$12.50 sq. ft.

The District used this methodology to calculate the pro-rata share. Consistent with the regulations, the District's pro-rata calculation amounts to \$3.35 per square foot. The composite pro-rata share for allocated facilities is shown below:

At the request of the Charter School, the District is re-measuring the total square footage of the Barcelona site. As such, the Charter School's pro-rata share and other facilities cost 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 following the re-measurement of the campus. 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 that 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.

F. Concerns Raised in Oxford's Response (March 1, 2013)

The Proposition 39 regulations require the District to respond to concerns or counterproposals raised by Oxford in its response to the Preliminary Offer.

1. The Comparison schools

Despite Oxford's contention that Crown Valley Elementary and Moulton Elementary schools are within the Dana Hills High School Attendance Boundary, a review of the attendance boundary maps for these schools clearly shows that their boundaries are within both Aliso Niguel and Dana Hills High School Attendance Boundaries. Thus, in our view, the schools are fairly within the comparison schools group for Oxford.

2. Allocation of Teaching Stations

Oxford's letter includes several contentions that are not supported by legal authority, but are rather your interpretations of what Proposition 39 and the Implementing Regulations require. For example, Oxford asserts that the District cannot base its teaching station allocation on "staffing ratios." Yet no legal authority is provided to support that conclusion. The language cited does not state that use of staffing ratios in allocating teaching spaces is impermissible. Moreover, as set forth above, the staffing ratios relied upon by the District reflect the ADA-to-

Teaching Station ratios for the District for the last fiscal year, which is completely appropriate and consistent with the requirements of Proposition 39.

In addition, the analysis of the “comparison” schools improperly excludes Crown Valley Elementary and Moulton Elementary schools, which, as we noted above, are within the Aliso Niguel attendance boundary. Further, you state that classrooms, which are empty and otherwise unused, should be included in calculating the teaching station ratios for ADA at comparison District schools. Again, we find no support for this position in the language that you cite, or otherwise.

Finally, you assert that many of the classrooms at the Barcelona campus are smaller than the standard 960 square feet, while other comparison schools are not. The classrooms at the Barcelona campus are of various and similar sizes to classrooms at comparison schools. Moreover, the District provided Oxford’s legal counsel with updated measurements of the classroom last year, by letter dated April 10, 2012, and the District is re-measuring the campus again, at the request of the Charter School. Thus, there is no basis for Oxford’s request for “full-size” classes, as the classes provided at Barcelona are of similar size and condition to other District comparison schools.

3. Allocation of Specialized Classroom Space

Oxford contends that the recent *Bullis* decision requires a school district to make every type of specialized classroom in any comparison school available to the requesting charter school. The District does not read the *Bullis* nearly that broadly. Even the scenario in the opinion language you cite in your letter does not require or suggest that every type of specialized space is required to be provided under Proposition 39. The court very plainly said that “Proposition 39 does not necessarily compel a school district to allocate and provide to a charter school each and every particular room or other facility available to the comparison group schools. . .” (*Bullis Charter School v. Los Altos School District* (2011) 200 Cal. App. 4th 122, 163.)

In short, the District has calculated specialized classroom space based on what the majority of the comparison schools have, thus making the allocation reasonably equivalent. For example, at the comparison schools, computer labs are site-funded facilities and special education classrooms are based on actual program offering. There is no mandate that the District provide Oxford, or any other charter, with exactly what each and every comparison school has in the way of facilities.

4. Allocation of Non-Teaching Space

The analysis of non-teaching space is similarly flawed. Oxford notes that some of the comparison schools have teaching lounges and child care space. However, Oxford has been

Sue Roche, President/Chief Executive Officer
Oxford Preparatory Academy
March 21, 2013
Page 8

allocated shared space for the same types of non-teaching space as the comparison schools (library, administration, kitchen, playfields, MPR). Teaching lounges are not standard in the comparison schools. Further, the child care rooms that you referenced are classrooms rented out to third-party vendors. As noted above, neither *Bullis* nor Proposition 39 requires the District to allocate each and every type of non-teaching space that may exist at another school. The same holds true here.

5. Pro-Rata Share

Finally, you challenge the proposed pro-rata share amount. Last year, in response to an identical challenge, the District re-measured the space in all classrooms at the Barcelona site. Thus, the District believes that its calculation of the pro-rata share is based on the actual square footage of the space allocated to Oxford.

6. Facilities Use Agreement

We received and have reviewed many of the changes you propose for the form of Facilities use Agreement (FUA). In concept, there are many suggested revisions that the District will likely reject. However, rather than continue negotiations on the form of FUA without agreement on the key terms and conditions (i.e., those matters set forth in this Final Offer), we thought it would be more prudent to reach agreement on these terms and then incorporate the agreed upon terms into the FUA. We note, however, that should Oxford fail to execute a FUA for the facility, the District reserves the right to disallow continued use of the site.

If you should have any additional questions or concerns, please do not hesitate to contact me.

Sincerely,

Clark D. Hampton
Deputy Superintendent, Business and Support Services

cc: Board of Trustees, Capistrano Unified School District

RESOLUTION NO 2013-39

**DETERMINATION OF THE BOARD OF TRUSTEES REGARDING
SAN ONOFRE NUCLEAR GENERATING STATION**

WHEREAS, the Board of Trustees of the Capistrano Unified School District (Board) believes that a restart of the Unit 2 nuclear reactor at San Onofre Nuclear Generating Station (SONGS) will have profound impacts on our children in the Capistrano Unified School District (CUSD) and in the communities that CUSD serves in the event of a nuclear accident, resulting in radiation contamination of air, water, and food and ultimately calling into question the long term viability of life in the area;

WHEREAS, Southern California Edison (Edison) installed in a \$671 million operation between 2009 and 2011, including four steam generators manufactured by Mitsubishi Heavy Industries, two each for SONGS reactors in Unit 2 and Unit 3;

WHEREAS, in January 2012 a small leak of radioactive gas caused Edison to shut down Unit 3, and given concerns by Edison and the Nuclear Regulatory Commission (NRC) that Unit 2 may contain the same cause of failure, and being already offline for maintenance, was not brought back into operation;

WHEREAS, after investigating and examining both Unit 2 and Unit 3, Edison and the NRC determined that excessive vibration and tube-to-tube fretting was the major cause of the unusual wear in Unit 3's steam generators and the same conditions of high steam velocity and low moisture conditions which triggered the problems of Unit 3 are also present in Unit 2, making it susceptible to similar vibrations;

WHEREAS, Edison has represented to the NRC that it has plugged six of Unit 2's steam generator tubes showing wear greater than thirty-five percent and plugged a further five hundred tubes as a preventive measure, and is now proposing to restart Unit 2 at seventy percent (70%) power so that the reduction in power will decrease steam velocity and increase moisture content in the steam generators, preventing the establishment of the vibration-causing environment, and such operation will occur only for a five month operating period so as to confirm the continued structural integrity of the tubes, measure tube wear and to confirm the efficacy of the solutions;

WHEREAS, Edison has also proposed to the NRC implementing additional monitoring, detection and response activities including installing early warning monitors to detect extremely small tube leaks faster, more sensitive vibration monitors, additional monitoring and analysis systems and enhanced operator training; and

WHEREAS, the NRC is currently evaluating the corrective actions taken to date by Edison and its request to restart Unit 2 at seventy percent (70%) power.

NOW, THEREFORE, BE IT RESOLVED that the Board urges the NRC to review the request by Edison to restart Unit 2 at seventy percent (70%) power in a painstaking, thorough, and well-contemplated manner;

BE IT FURTHER RESOLVED that the Board of Trustees of the Capistrano Unified School District urges the NRC to require Edison undergo a public, transparent adjudicated license amendment hearing regarding the replacement steam generators, before the SONGS is allowed to restart, and that the costs for doing so and the responsibility for paying said costs must also be known before restart is allowed; and

BE IT FURTHER RESOLVED that the Board urges the NRC to only allow Edison to restart Unit 2 if it can determine with full confidence that Edison can operate it in a safe manner consistent with the best practices as promulgated by applicable regulations and as determined by industry norms.

Adopted and approved by the Board of Trustees of the Capistrano Unified School District at its regular meeting on the 27th day of March 2013, by a roll call vote.

AYES: _____

NOES _____

ABSENT _____

ABSTAIN _____

John M. Alpay
President, Board of Trustees

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

PROPOSED 2013 Summer High School Credit Options

CUSD ADULT EDUCATION: College and Career Planning (CCP) Online Course

- Students will be required to attend an orientation during the week of June 24-28, 2013.
- In addition to completing all assignments, students will be required to attend class once a week for examinations.
- All coursework must be completed by Friday, July 26, 2013.
- Priority for enrollment will be given to students entering grades 10-12 who have not successfully completed CCP. Incoming freshmen with impacted schedules may be enrolled on a space available basis.

ACCESS: Dana Point, San Clemente, Mission Viejo July 1 through August 24, 2012

- Students may enroll in up to 10 units of credit through ACCESS to remediate an F grade or to make up credit deficiencies.
- These are not CSU or UC approved A-G credits.
- An additional 5 units of vocational elective credit can be earned if student is employed during the entire term and completes related assignments.
- Incoming Freshmen with impacted 2013-14 schedules may take Health with approval of current Academic Advisor.
- Incoming 11th and 12th graders with impacted 2013-14 schedules may take up to 5 units of Physical Education. Must have Academic Advisor approval.

Pacific Coast High School (PCHS): ALL COURSEWORK IS ONLINE

July 2 through August 9, 2013

- Students may enroll in up to 10 units of credit through PCHS to remediate a D or F grade or to make up credit deficiencies.
- These are CSU or UC approved A-G credits.
- Incoming Freshmen with impacted 2013-14 schedules may take Health with approval of current Academic Advisor.
- Incoming 11th and 12th graders with impacted 2013-14 schedules may take up to 10 units of Physical Education. Must have Academic Advisor approval.
- Courses may be closed before May 31 if full.

ADDITIONAL OPPORTUNITIES FOR CUSD GENERAL EDUCATION STUDENTS

Learning Center—This program is run through the Adult Education School and allows students to recover additional credits during the summer months.

Regional Occupational Program (ROP)—The Capistrano-Laguna ROP will run courses during the summer, which will allow high school students to gain elective credits. A catalog of these classes will be available in the high school guidance offices.

AGREEMENT TO REFER STUDENTS

This AGREEMENT is hereby entered into between the SCHOOL DISTRICT, hereinafter referred to as "DISTRICT," and The Orange County Superintendent of Schools, hereinafter referred to as "CONTRACTOR."

WHEREAS, CONTRACTOR offers programs appropriate for District students;

WHEREAS, DISTRICT has reduced or eliminated certain school programs as a result of budgetary concerns and DISTRICT students are in need of such services;

WHEREAS, DISTRICT desires to refer students to CONTRACTOR during each school year;

WHEREAS, Education Code Section 1294.5 allows CONTRACTOR to hire temporary certificated employees to provide services to students referred pursuant to this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Referrals by DISTRICT. DISTRICT agrees to refer such students to CONTRACTOR during the term of this Agreement as are deemed to be likely to benefit from CONTRACTOR'S programs.

2. Services to be provided by CONTRACTOR. CONTRACTOR will provide services to DISTRICT students who are eligible for and enroll in CONTRACTOR'S programs during the term of this Agreement.

3. Term. The Term of this Agreement is from 7-1-13 to 8-23-13

4. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an 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.

5. Termination. Either party may terminate this Agreement with or without cause on thirty (30) days' written notice to the other party.

6. Entire Agreement/Amendment. This AGREEMENT constitutes the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

7. 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.

8. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT: Capistrano Unified
School District

Attn: Michelle Benham

CONTRACTOR:

Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, CA 92628

Attn: Renee Hendrick
Assistant Superintendent
Administrative Services

9. 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.

10. 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.

11. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

THIS AGREEMENT IS ENTERED INTO THIS ____ DAY OF _____, 20____.

Capistrano Unified School District

Orange County Superintendent of Schools

By: _____

By: _____

Dr. Joseph M. Farley

Typed Name

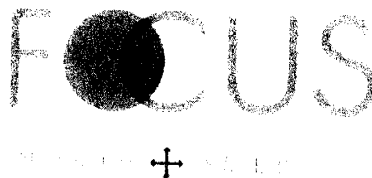
Superintendent

Title

Typed Name

Title

Shoe Distribution Agreement for School Districts



SHOE DISTRIBUTION AGREEMENT

This SHOE DISTRIBUTION AGREEMENT (this "Agreement") is made and entered into as of [date] March 27, 2013 (the "Effective Date"), by and between FOCUS North America, a California religious non-profit corporation ("FOCUS"), and Capistrano USD [school district], a [jurisdiction] _____ [type of entity] LEA (the "Recipient"), each a "Party" and together, the "Parties."

WHEREAS, TOMS Shoes Inc., a Delaware corporation ("TOMS"), and FOCUS have entered into a Shoe Distribution Agreement, dated as of February 8, 2013 (the "TOMS SDA"), pursuant to which TOMS engaged FOCUS to distribute certain pairs of shoes to children in need; and

WHEREAS, FOCUS desires to engage the Recipient to coordinate the distribution of certain pairs of such TOMS shoes (the "Shoes") to children in need in the schools of [city] _____ (the "End-Users"), and the Recipient desires to distribute such Shoes in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the covenants and agreements contained herein, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. Distribution.

1.1. The Recipient hereby agrees to conduct, in accordance with the terms and conditions hereof: (i) the initial distribution of the Shoes to the End-Users as set forth on Exhibit A-1 attached hereto (the "Initial Distribution") and (ii) any other subsequent distribution of the Shoes to End-Users as may be agreed by the Parties and set forth on a subsequent distribution form attached hereto as Exhibit A-2 (each, a "Subsequent Distribution Form") from time to time (each, a "Subsequent Distribution" and, together with the Initial Distribution, a "Distribution"). Recipient acknowledges and agrees that whether FOCUS grants permission to the Recipient to engage in any Subsequent Distributions is subject to FOCUS' sole and absolute discretion. Any Subsequent Distribution shall be governed by a Subsequent Distribution Form executed by an authorized representative of each Party. Any Subsequent Distribution Form is herein incorporated by reference and this Agreement shall apply to any Subsequent Distribution and to any distribution if possession of Shoes is taken by Recipient for such distribution (also a "Distribution"). In the event of a conflict between this Agreement and any Subsequent Distribution Form, the terms of the Subsequent Distribution Form shall govern.

1.2. For each Distribution, FOCUS shall deliver the Shoes to a storage location in the Recipient's metropolitan area (the "Storage Location") and notify the Recipient of the date on which the Shoes shall be available for pick-up by the Recipient. Within ten (10) business days of such date, the Recipient shall take possession of the Shoes at the Storage Location. Title to, ownership of, and all risk of loss associated with, the Shoes will transfer to the Recipient once the Recipient takes possession of the Shoes at the Storage, provided, however, that if FOCUS desires at its sole option, it will provide insurance on the Shoes until delivery to each End-User. If FOCUS obtains insurance, in the event of any loss or claim under such insurance policy, all insurance proceeds will be payable only to FOCUS.

1.3. The Recipient shall conduct each Distribution within ninety (90) days of taking possession of the Shoes from FOCUS at the Storage Location. The Recipient shall conduct each Distribution in a manner that is reasonably satisfactory to FOCUS and shall comply with FOCUS' reasonable and customary instructions, as communicated by FOCUS from time to time. The Recipient shall use reasonable efforts to ensure that the Shoes are properly and individually fitted to each End-User's feet, providing a comfortable and suitable pair of Shoes for each End-User. In order to ensure compliance with the provisions of this Agreement, a FOCUS and/or TOMS employee and/or agent shall be permitted to attend each Distribution without prior notice to the Recipient.

1.4. In connection with each Distribution, the Recipient hereby agrees to submit to FOCUS status reports every thirty (30) days from the date on which the Recipient takes possession of the Shoes. After the completion of each Distribution, the Recipient shall submit to FOCUS a final report for such Distribution within thirty (30) days after such Distribution is completed. Such status reports and final reports shall be in a form acceptable to FOCUS and shall include (i) the date(s) and location(s) of such Distribution, (ii) the number of pairs of Shoes confirmed to date to have been received by the End-Users, and (iii) the date of estimated completion or date of completion of such Distribution. The Recipient shall also submit to FOCUS any other forms as may be reasonably required by FOCUS from time to time, and in the timeframe as reasonably set forth by FOCUS from time to time.

1.5. If FOCUS does not receive the Shoes designated for the Recipient from TOMS for any reason, or if the Shoes are lost, stolen or destroyed prior to pick-up by the Recipient at the Storage Location, FOCUS shall not be required to deliver the Shoes or any replacement shoes to the Recipient or to provide payment or reimbursement of any kind to the Recipient. For clarity, such failure by FOCUS to deliver the Shoes shall not be deemed a breach of this Agreement.

1.6. The Recipient shall not offer for sale, sell, transfer, or barter the Shoes in exchange for money, other negotiable instruments, or other tangible or intangible goods or services or other consideration of any kind. The Recipient hereby acknowledges and agrees that no fees or other payment (including donations) of any kind will be paid by the End-Users of the Shoes. The Recipient further acknowledges and agrees that the Shoes are intended solely for the Distribution to End-Users and shall not be used for any other purpose whatsoever. The Recipient shall not, in connection with any Distribution, (i) actively proselytize, (ii) exclude or include aid recipients based on their religious beliefs or lack thereof or (iii) otherwise establish a quid pro quo relationship in which recipients of Shoes are required, implicitly or explicitly, to participate in religious services, prayers, or activities in return for the Shoes.

1.7. The Recipient hereby acknowledges and agrees that all Shoes are accepted by the Recipient on an "as-is" basis. The Recipient shall inspect all Shoes immediately upon receipt, and shall notify FOCUS promptly if any of the Shoes are damaged or cannot be used safely.

1.8. The Recipient hereby acknowledges and agrees that FOCUS is under no obligation to promote the Recipient on the FOCUS website(s), at events, or in any marketing or advertising materials. FOCUS does, however,

reserve the right to use information and images from and about each Distribution for which any necessary consent has been given by those in such images for its promotional activities.

1.9. The Recipient shall fully comply with any Communication Guidelines, as may be provided by TOMS and/or FOCUS from time to time, in connection with each Distribution.

1.10. The Recipient hereby acknowledges and agrees that it shall not enlist any Person (as defined below) other than itself, McKinney-Vento or other school officials or FOCUS volunteers to assist with or conduct any Distribution without the prior written consent of FOCUS, which may be withheld in FOCUS' sole and absolute discretion. Should the Recipient receive such prior written consent from FOCUS, the Recipient shall ensure that such Person (i) is aware of and understands the terms and conditions contained herein and (ii) agrees in writing to be bound by such terms and conditions. "Person" shall mean any individual, corporation, general or limited partnership, limited liability company, trust or other form of legal entity.

1.11. The Recipient shall comply with all applicable laws when performing its obligations under this Agreement.

2. **Intellectual Property.** The Recipient shall not be permitted to use any Intellectual Property of TOMS and/or FOCUS without such party's prior written consent, which may be withheld in such party's sole and absolute discretion. "Intellectual Property" means any intellectual property and proprietary rights, including without limitation (i) trademarks, service marks, trade names, slogans, designs, insignia, emblems, symbols, logos, brand names, market identities and other proprietary business identifying characteristics now used or hereinafter used by TOMS and/or FOCUS, and (ii) images, illustrations, designs, icons, photographs, video clips, banners and written and other materials.

3. **Representations and Warranties.** Each Party hereby represents and warrants to the other Party that (i) it has the full power and authority to enter into and perform this Agreement and that such power and authority are not limited or restricted by any agreements or understandings between it and other Persons or entities, (ii) it is in good standing in the jurisdiction(s) in which it is located and/or incorporated and that it is in compliance with any and all laws, rules or regulations of such jurisdiction(s) and (iii) neither the execution, delivery nor performance of this Agreement by it will result in the breach of any term or provision of any contract, agreement or understanding of it with any third party.

4. **Term and Termination.** This Agreement shall remain in force and continue until terminated by either Party, with or without cause, by giving the other Party at least ten (10) days prior written notice of such termination (the "Term"). Notwithstanding the foregoing, (i) if this Agreement is terminated by Recipient prior to any Distribution, if required by TOMS pursuant to the FOCUS Shoe Distribution Agreement with TOMS, the Recipient shall conduct such Distribution in accordance with the terms and conditions of this Agreement or (ii) if this Agreement is terminated by TOMS or FOCUS for any reason and at any time, the Recipient must return to FOCUS all Shoes not previously distributed to End-Users, at the Recipient's sole cost and expense, in the manner and at the time and location determined by FOCUS.

5. **Disclaimer.** NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE OR OBLIGATED IN ANY MANNER TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION, EVEN IF SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES IN ADVANCE. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS. NO WARRANTIES: FOCUS DOES

NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY SHOES PROVIDED OR SERVICES PERFORMED HEREUNDER. FOCUS HEREBY EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

6. **Confidential Information.** The Recipient shall, subject to any applicable legal requirements, hold in strict confidence and not disclose all documents, materials and information concerning FOCUS and/or TOMS and their respective businesses that are or have been obtained by it hereunder. Any documents, material and information acquired by the Recipient from FOCUS and/or TOMS will be used solely for the purposes outlined in this Agreement or as specified in writing by FOCUS and/or TOMS, and will, upon request, be returned to FOCUS and/or TOMS upon termination of this Agreement. The obligations under this Section 6 shall survive for five (5) years from the date any such documents, materials or information are obtained by the Recipient. The Parties recognize and agree that any breach of this Section 6 would cause irreparable harm and, accordingly, that injunctive relief is an appropriate remedy to prevent any threatened or ongoing breach of such confidentiality obligations.

7. **General.**

7.1. **No Joint Venture.** The Parties agree that this Agreement will not be deemed to create a partnership or joint venture between the Parties, neither Party is the other Party's agent, partner, employee or representative, and neither Party has the right to obligate or bind the other Party in any manner whatsoever. Nothing in this Agreement gives, or is intended to give, any rights to any third party.

7.2. **Severability.** If any provision of this Agreement is found by a tribunal of competent jurisdiction to be illegal, invalid or inoperative, then the remaining provisions of this Agreement will not be affected and will continue in effect, and the invalid provision shall be deemed modified to the least degree necessary, in such tribunal's opinion, to remedy such invalidity, preserving to the fullest extent the intent and agreements of the Parties as set forth in this Agreement.

7.3. **Entire Agreement; Modifications.** This Agreement and the Exhibits set forth the entire agreement between the Parties on this subject and supersede all prior negotiations, understandings, and agreements between the Parties concerning the subject matter. No amendment or modification of this Agreement may be made, except by a writing signed by each of the Parties.

7.4. **Assignment; Successors and Assigns.** The Recipient may not assign its rights, by operation of law or otherwise, or delegate its obligations under this Agreement without the prior written consent of FOCUS. FOCUS may assign its rights and interests in this Agreement to any Person without the consent of the Recipient; provided, however, that such transferee agrees to be bound by all of the terms hereof. Any assignment or delegation in violation of this Section 7.4 shall be deemed null and void. This Agreement shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties and their respective successors and permitted assigns.

7.5. **Governing Law/Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California without application of the conflicts of law principles thereof. The Parties agree that any dispute arising between them shall be adjudicated in the state and federal courts located in Los Angeles County, California.

7.6. **Counterparts.** This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original, but each of which together shall constitute one and the same instrument.

7.7. Notices. All notices, requests and other communications under this Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt unless the day of receipt is not a business day, in which case it shall be deemed to have been duly given or made on the next business day) by delivery in person, by email, by overnight courier service, by facsimile with receipt confirmed (followed by delivery of an original via overnight courier service) or by registered or certified mail (postage prepaid, return receipt requested) to the respective Parties at the addresses set forth on the signature page of this Agreement.

7.8. Waivers. The failure of either Party to require strict performance by the other Party of any provision in this Agreement will not waive or diminish that Party's right to demand strict performance thereafter of that or any other provision hereof.

7.9. Governing Language. This Agreement has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning and interpretation of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

FOCUS NORTH AMERICA

By: _____

Title: _____

Date: _____

Address for Notice: _____

[SCHOOL DISTRICT]

By: _____

Dr. Joseph M. Farley

Title: Superintendent

Date: 3-27-13

Address for Notice: _____

33122 Valle Road

San Juan Capistrano, CA 92675

EXHIBIT A-1

INITIAL DISTRIBUTION FORM

Recipient School District: Capistrano USD

Contact Person at Recipient School District: Stacy Yogi

Phone: (949) 234-9244 Email: syogi@capousd.org

Mailing Address: 33122 Valle Road, San Juan Capistrano, CA 92675

Expected Storage Location: CUSD Education Center

~~Expected~~ Estimated Number of Shoes:

72

Maximum Number of Shoes: 72

Expected Date of Pick-up by Recipient: August 1, 2013 July 15th to August 7th 2013

Additional Instructions/Information:

For the avoidance of doubt, the information set forth above constitutes an estimate only and may be changed by FOCUS at any time or from time to time upon written notice to the Recipient.

EXHIBIT A-2

SUBSEQUENT DISTRIBUTION FORM

WHEREAS, FOCUS North America, a religious non-profit California corporation ("FOCUS"), and CUSD [school district], a [jurisdiction] [type of entity] LEA (the "Recipient"), each a "Party" and together, the "Parties," have entered into that certain Shoe Distribution Agreement, dated as of [date] March 27, 2013 (the "Agreement"); and

WHEREAS, capitalized terms used but not defined herein shall have the meaning ascribed thereto in the Agreement.

NOW THEREFORE, in consideration of the covenants and agreements contained herein, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

The Parties hereby agree to conduct Subsequent Distribution(s) in accordance with the following table:

<u>Expected Date of Pick- up by Recipient</u>	<u>Expected Storage Location</u>	<u>Expected Number of Shoes</u>	<u>Location of Distribution</u>	<u>Signature of Recipient</u>	<u>Signature of FOCUS</u>
Dec. 2013	CUSD Educ.Ctr.	72	CUSD Educ. Ctr		
July 2014	CUSD Educ.Ctr.	72	CUSD Educ. Ctr.		
Dec. 2014	CUSD Educ.Ctr.	72	CUSD Educ. Ctr.		

[Signature Page to the FOCUS Shoe Distribution Agreement]

Except as expressly amended or modified herein, all other terms, covenants and conditions of the Agreement shall remain in full force and effect and govern each Subsequent Distribution set forth above as a Distribution thereunder. To the extent the provisions of this Subsequent Distribution Form are inconsistent with the Agreement, the terms of this Subsequent Distribution Form shall control.

Contact Information

FOCUS North America

National Shoe Program Office

7126 Garden Grove Blvd. Westminster Ca. 92683

Jacob Lee, **Shoe Program Director**

jlee@focusna.org

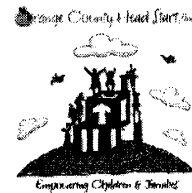
Telephone: 1-866-267-3083 ext. 704

Corporate Headquarters: 600 N. Bell Ave, Building #1, Suite 115, Carnegie, PA 15106

Mailing Address: PO Box 871578 Kansas City, MO 64187-1578

Telephone Number: 1-866-267-3083

Website: www.FOCUSNorthAmerica.org



**Memorandum of Understanding between
Capistrano Unified School District Early Childhood Programs
And Orange County Head Start, Incorporated
Program Year 2012-2013**

I. Purpose of the Memorandum of Understanding

- A. To enhance availability and the quality of services for children, ages birth to five years, and their families in the Capistrano Unified School District (District);
- B. To support children's optimal development and readiness for school entry and success;
- C. To address the unique strengths and needs of the local population, such as homeless, migrant, or non-English speaking families;
- D. To promote collaboration regarding shared use of transportation, facilities, and other resources, as appropriate;
- E. To promote further collaboration to reduce duplication and enhance efficiency of services;
- F. To define the roles and responsibilities of the parties toward coordination and greater collaboration; enhance linkages and relationships; and exchange information on the provision of educational and non-educational services;
- G. Coordinate a comprehensive system of activities, policies, and procedures among the named parties which guide and support their delivery of services to children and their families;
- H. To define provision and use of facilities, transportation, and other program elements;
- I. Other elements mutually agreed to by the parties.

II. Program Descriptions

- A. Orange County Head Start, Incorporated (OCHS) serves families with children, from pregnancy through kindergarten enrollment, who reside in Orange County and in the City of Hawaiian Gardens in Los Angeles County.
- B. Head Start is a nation-wide Federal grant program funded by the U.S. Department of Health and Human Services. It is a comprehensive child development program for families with young children in the areas of education, social services, health, and family involvement. Head Start preschool programs are for children from birth to five years of age and their families. Head Start is mandated to assume a leadership role in the development of partnerships with community agencies and service providers. Each Head Start, Migrant and Seasonal, and American Indian/Alaska Native Head Start program must have a written agreement with the local school systems or local education agency to coordinate and collaborate to best meet the needs of children and their families.
- C. Capistrano Unified School District has programs including State and Fee-based preschool and a School Readiness-Learning Link Program. The District partners with the Children and Families Commission of Orange County to implement school readiness programs serving children and families from birth to five years old. The goal is to improve the ability of families, schools, and communities to prepare young children to enter elementary school ready to succeed and provide the smooth transition of young children and their families into a formal education environment. The Learning Link is a safe and friendly environment where quality early care and education, health and social services, parent education/involvement, and support are provided; plus improves schools readiness for children. Learning Links are found at the following elementary schools: San Juan, Hidden Hills, Las Palmas, and Viejo. Preschools are located on 25 elementary school campuses throughout the District.

III. The District and OCHS will work together for the review, coordination, collaboration, alignment, and implementation of each of the following ten activities, as mandated by the Improving Head Start for School Readiness Act of 2007.

- A. Educational activities, curricular objectives, and instruction
 - 1. Both parties will provide communication and collaboration regarding policies and procedures related to:
 - District transitional kindergarten/kindergarten standards and preschool curriculum
 - Head Start performance standards and curriculum utilized by Head Start programs
 - Opportunities offered on a regular basis for preschool teachers, in both the District and OCHS programs, to meet, discuss, and align curricular activities

B. Public information dissemination and access to programs for families contacting the Head Start program or any of the preschool programs

1. OCHS Centers, located within the District boundaries, will provide communication regarding policies and procedures related to:

- Enrollment procedures including income guidelines
- Whenever possible, ensure that at least 70 percent of children participating reside within the District's attendance area

2. The District and OCHS agree to:

- Collaboratively establish and implement a referral process that all parties may use in order to provide parents and children the most effective programs within the District
- Collaboratively develop a release of exchange of information form to share information about children's development and progress
- Provide staff and/or parents with updates on a regular basis
- Share information on pertinent events with staff and parents
- Develop a communication system to inform each other about current enrollment numbers, parent/child referral, and any other applicable information

C. Selection priorities for eligible children to be served by programs

1. Both parties agree to collaboratively share selection criteria for all publicly funded preschool programs in the District to include, but not limited to, preschools; and, to establish and implement a referral process that all parties may use to provide parents and children with the most effective program within the District.
2. Both parties agree to collaborate in developing procedures for identifying children who are limited in English proficiency and to inform their parents about the instructional services available to assist children in making progress towards acquiring the knowledge and skills necessary for acquisition of the English language.

D. Definition of service areas

This agreement will cover all District publicly funded programs that serve families with children aged birth to five years and OCHS programs that are located within the District boundaries.

E. Program technical assistance and training

Both parties agree to provide regular opportunities for joint staff development/coordination among educational staff at the District and OCHS in order to train staff on methods for enhancing curriculum and to coordinate transitions between preschool, Head Start, and the District programs.

F. Provision of services to meet the needs of working parents, as applicable

Both parties agree to explore opportunities and establish protocols whenever possible to support parents who need full-day programs in order retain employment.

G. Communication and parent outreach for smooth transitions to transitional kindergarten and/or kindergarten

1. In order to support communication for smooth transition to transitional kindergarten and/or kindergarten:

- The District will provide OCHS with transitional kindergarten, kindergarten and School Readiness enrollment procedures; which will be updated on an annual basis.
- The District will host regular kindergarten, Head Start, and School Readiness transition meetings throughout the year in order to promote communication and collaboration among all parties; and, to plan for activities related to transitioning children from preschool to transitional kindergarten/kindergarten.
- OCHS will annually conduct at least one transitional activity at each facility, which will include information sessions for parents regarding kindergarten readiness and enrollment for their child in Head Start. As well as providing an opportunity for children to visit a kindergarten classroom in the spring of each school year.
- Both parties will collaborate to develop and implement a transition file procedure in order to coordinate and capture developmental, health, and other pertinent information for enrollment and transition into the school system.

H. Other elements mutually agreed to by the parties:

1. OCHS Education Manager and the District Early Childhood Programs Director will meet twice a year for the purpose of reviewing the fulfillment of Memorandum of Understanding (MOU) terms as applicable to program operation.
2. All parties will be honest, open, and will present concerns as soon as they may arise.
3. All parties will be supportive of the other party when communicating any information to parents, staff, and children.

IV. Confidentiality

All parties acknowledge the confidentiality requirements that each agency must follow regarding the sharing and release, with the consent of families, of personally identifiable information regarding children and families. Each agency will protect the rights of young children with respect to records and reports created, maintained, and used by the public agencies. It is the intent of this agreement to ensure that parents have rights of access and rights of privacy with respect to such reports and records, and that applicable State and Federal laws for the exercising of these rights be strictly followed. The Family Educational Rights and Privacy Act will be followed (see 34CFR 303.460).

V. Dispute Resolution

Parties will first attempt to resolve any dispute between or amongst themselves. All local agencies will ensure that a system is established for resolving disputes and solving problems. The system should include:

A. OCHS Education Manager and District Early Childhood Programs Director will meet twice a year for the purpose of reviewing the fulfillment of MOU terms, as applicable to program operation.

B. Contact persons for each party will be as follows:

Orange County Head Start, Incorporated
Rose Alvarez, Education Manager
2900 S. Harbor Blvd. Suite 101
Santa Ana, CA 91704
(714) 241-8920 ext. 271

Capistrano Unified School District
Debbi Keeler, Director, Early Childhood Programs
33122 Valle Road
San Juan Capistrano, CA 92675
949-234-5341

VI. Review of Agreement

The agreement will be jointly reviewed by all parties annually and more frequently if laws and regulations are amended that will significantly impact this agreement, or when a party requests a formal change.

VII. Term of Agreement

This Memorandum of Understanding will be in effect July 1, 2012 – June 30, 2013, and will be renewed annually.

Signatures

Capistrano Unified School District

Julie Hatchel, Ed.D.
Assistant Superintendent
Education Services

Debbi Keeler, Ed.D.
Director
Early Childhood Programs

Carole Browne
Supervisor
Early Childhood Programs

Virginia Perez
Supervisor
Early Childhood Programs

Orange County Head Start, Inc.

Colleen Versteeg
Executive Director

Rose Alvarez
Education Manager

Susie Collins
Center Director (Capo)

Doris Fusco
Center Director (Villegas)

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

SECOND AMENDMENT TO RESOLUTION NO. 1213-01

2012-2013 CALIFORNIA STATE FUNDED PRESCHOOL CONTRACT

BE IT RESOLVED the Board of Trustees of Capistrano Unified School District authorized entering into local agreement number CSPP-2322, including Amendment 02, with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for the Fiscal Year 2012-2013.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Julie Hatchel, Ed.D.	Assistant Superintendent Education Services	_____
Debra R. Keeler, Ed.D.	Director IV Early Childhood Programs	_____

PASSED AND ADOPTED this 27th day of March 2013, by the Board of Trustees of Capistrano Unified School District of Orange County, California.

AYES: _____

NOES: _____

ABSTENTIONS: _____

ABSENT: _____

I, Joseph M. Farley, Ed.D., Secretary to the Board of Trustees of Capistrano Unified School District of Orange County, California, hereby certify that the above and forgoing Resolution was duly and regularly adopted by the said Board at the meeting on the 27th day of March 2013, by a roll call vote.

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

Date

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 12 - 13**Amendment 02****DATE:** July 01, 2012**CONTRACT NUMBER:** CSPP-2322**PROGRAM TYPE:** CALIFORNIA STATE
PRESCHOOL PROGRAM**PROJECT NUMBER:** 30-6646-00-2**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**
MDO CHANGE**CONTRACTOR'S NAME:** CAPISTRANO UNIFIED SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2012 designated as number CSPP-2322, Amendment #01 (INCREASE (AB 1464)/FT&C Chg.) shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be \$2,210,692.00. (No change)

The Maximum Rate per child day of enrollment payable pursuant to the provisions of this agreement shall be \$34.38. (No change)

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be 64,301.7. (No change)

Minimum Days of Operation (MDO) Requirement shall be amended by deleting reference to 180 and inserting 175 in place thereof.

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Dr. Debra R. Keeler, Director IV, Programs	
TITLE Contracts, Purchasing & Conference Services		ADDRESS 33122 Valle Rd., San Juan Cap., CA 92675	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 2,210,692	(OPTIONAL USE) See Attached	Department of General Services use only	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,210,692	ITEM See Attached	CHAPTER	STATUTE
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702	FISCAL YEAR	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE	

CONTRACTOR'S NAME: CAPISTRANO UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CSPP-2322

Amendment 02

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 96,551	(OPTIONAL USE)0656 13609-6646	FC# 93.596 PC# 000321		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 96,551	ITEM 30.10.020.001 6110-194-0890	CHAPTER 21	STATUTE 2012	FISCAL YEAR 2012-2013
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 53,120	(OPTIONAL USE)0656 15136-6646	FC# 93.575 PC# 000324		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 53,120	ITEM 30.10.020.001 6110-194-0890	CHAPTER 21	STATUTE 2012	FISCAL YEAR 2012-2013
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 1,914,993	(OPTIONAL USE)0656 23038-6646			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,914,993	ITEM 30.10.010. 6110-196-0001	CHAPTER 21	STATUTE 2012	FISCAL YEAR 2012-2013
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 146,028	(OPTIONAL USE)0656 23254-6646			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 146,028	ITEM 30.10.020.001 6110-194-0001	CHAPTER 21	STATUTE 2012	FISCAL YEAR 2012-2013
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO. 87
SIGNATURE OF ACCOUNTING OFFICER	DATE	

AGREEMENT

This Agreement is made this 4th day of March, 2013, by and between Capistrano Unified School District, with an address located at 33122 Valle Rd., San Juan Capistrano, CA 92675 ("School" or "District"), the University of Southern California, a California nonprofit educational institution, with an address of Waite Phillips Hall, 3470 Trousdale Parkway, Los Angeles, CA 90089 ("USC") and 2U, Inc., a Delaware corporation with an address located at 8201 Corporate Drive, Suite 900, Landover, MD 20785 ("2U"), acting on behalf of USC.

WHEREAS, USC offers masters degree programs to its students in classroom and in online learning environments; and

WHEREAS, with respect to the online learning environment, 2U supplies the technology platform that enables delivery of the USC Rossier Online programs, facilitates online student and faculty interaction, and provides other support services to USC; and

WHEREAS, USC may fulfill its obligations set forth below with respect to the online program through 2U and 2U's provision of support services to USC;

NOW THEREFORE, intending to be legally bound hereby, the parties agree as follows:

1. Placements. The School/District agrees to host one or more teacher candidates as Observation Students and/or Student Teachers. The School/District shall facilitate opportunities for Observation Students to observe School/District students, and/or Student Teachers to teach well-planned lessons mediated by Guiding Teachers (defined below), all to occur during the School's/District's operating hours. Opportunities may also include interviewing teachers, school leaders, students and other members of the school community.

2. Placement Opportunities.

(a) USC will request placements for its students. Each request shall identify the particular student (or, for groups of students, a composite description of relevant background, assignment request, assignment objectives and suggested activities as appropriate to requested assignments for the student group). USC shall comply with any School/District policy applicable to such placement requests and provided by the School/District to USC (including through 2U).

(b) USC shall identify prospective Observation Students to the School/District for potential placement (e.g., recess observation, lunchtime interactions, interactions with parents/teachers) within the School/District including assignment to a teacher of record. USC shall supply the prospect's name, relevant program and background clearance information and type of assignment appropriately matching the prospect's needs. Notwithstanding the foregoing, the School/District shall at all times have discretion over the maximum number of students it shall accept as Observation Students, the length of assignments, and the distribution of assignments.

(c) USC shall identify prospective Student Teachers to the School/District for potential placement within the School/District. USC shall supply the prospect's name, relevant background information and type of assignment appropriately matching the prospect's needs; and, in conjunction with the School/District as set forth in Section 3(a) below, recommend School/District teachers to be Guiding Teachers (as defined below) for such Student Teacher prospects. Notwithstanding the foregoing, the

School/District shall at all times have discretion over the maximum number of students it shall accept as Student Teachers, the length of assignments, and the distribution of assignments.

(d) The School/District agrees to use good-faith efforts to place teacher candidates proposed by USC within the School/District. The School/District shall have the sole discretion with respect to all Observation Student and/or Student Teacher assignments hereunder, provided that the School/District shall involve USC throughout the decision-making process. The School/District shall not in any way be obligated to accept assignments of teacher candidates beyond the capabilities of the School/District, as determined by the School/District in its sole discretion. The School/District shall have the right to terminate its relationship with any teacher candidate for violation of the School's/District's regulations or for other reasonable cause in accordance with the School's/District's standard policies or practice.

3. Guiding Teachers.

(a) The School/District shall make recommendations to USC regarding teachers whom it believes are appropriate to serve as Guiding Teachers (defined below). Through the School's/District's recommendations, USC's observations and Student Teacher reference, the District shall identify teachers working within the School/District to supervise and prepare Student Teachers during their student teaching experiences ("Guiding Teacher").

(b) Both the School/District and USC shall approve the participation of any teacher as a Guiding Teacher, provided that the School/District shall use its best efforts to approve a sufficient quantity of Guiding Teachers necessary to oversee the agreed-upon number of Student Teachers placed within the School/District at any time.

(c) Should any Guiding Teacher become unable to perform or fulfill his or her duties hereunder, the School/District shall assign an alternative Guiding Teacher to the teacher candidate (excluding a substitute teacher that replaces the original Guiding Teacher within the School/District).

4. Compliance with California Law.

(a) *Background Investigations.* (i) USC shall ensure that all Student Teachers being hosted by the School/District have obtained a Certificate of Clearance from the State of California in accordance with the California Education Code prior to commencing any assignment as a Student Teacher at the School/District. (ii) The School/District may impose requirements upon teacher candidates in addition to those required by the State of California and the California Education Code to obtain a Certificate of Clearance (the "Additional Requirements"). In such event, the School/District agrees to provide all such Additional Requirements in writing to USC promptly following execution of this Agreement (or, as applicable, promptly upon any adoption or modification thereof occurring during the Term of this Agreement). USC shall communicate all such Additional Requirements to teacher candidates, and shall advise teacher candidates to make any and all additionally required submissions directly to the School/District. Upon notice to the teacher candidate, the School/District shall have the right to reject any teacher candidate who fails to comply with the Additional Requirements from participating in an assignment at the School/District.

(b) *Credential Seeking Candidates.* Any credential seeking USC Student Teacher shall be required to sit for and pass applicable, subject-specific exams (e.g., CSET, CBEST, etc.) prior to the commencement of his or her assignment as a Student Teacher.



5. Honorarium.

(a) Upon each Student Teacher's completion of his or her guided learning assignment, USC or 2U shall pay an honorarium of \$350.00 directly to each Guiding Teacher for his or her participation in a Student Teacher's guided learning assignment. The School/District agrees that USC/2U (as applicable) may require Guiding Teachers to submit reasonable documentation to USC/2U (as applicable) prior to USC/2U (as applicable) making payments hereunder.

(b) USC and 2U shall comply with any School/District policy requiring that the School/District, and not third parties, make Guiding Teacher payments to Guiding Teachers. In such event, the School/District may require USC/2U (as applicable) to make Guiding Teacher payments to the School/District for distribution by the School/District to Guiding Teachers, provided that the School/District shall first invoice USC/2U (as applicable) for any such payment(s). For the avoidance of doubt, in the event that USC/2U makes Guiding Teacher payments to the School/District in accordance with this Section 5(b), Section 5(a) above shall be deemed stricken from this Agreement with respect thereto.

(c) Should any Guiding Teacher fail to complete his or her assignment hereunder (either due to such teacher's own circumstances or due to USC's removal of the teacher as a Guiding Teacher), USC/2U (as applicable) shall pay the corresponding honorarium on a pro rata basis.

(d) USC and 2U shall comply with any written School/District policy or procedure contrary to this Section 5, provided that the School/District shall provide any copy/copies thereof upon execution of this Agreement or subsequent adoption thereof.

6. Use of Video. USC utilizes video recording pervasively throughout its programs, including as an essential element of its instruction methodology. (By way of example only, the State of California requires USC to administer a Teaching Performance Assessment ("TPA") of its students as part of USC's teacher preparation program, with a component of that TPA being video that USC must obtain from each Student Teacher and maintain on file with the California Commission on Teacher Credentialing.) As such, any teacher candidate may make video recordings as part of his or her program studies throughout his or her assignment at the School/District. USC shall require teacher candidates to be responsible for obtaining appropriate and signed video release/authorization forms (which USC shall provide to teacher candidates) on behalf of recorded individuals, as appropriate, including obtaining parent/guardian signatures on behalf of recorded individuals who are minors (*i.e.*, under the age of legal competence). The School/District may provide reasonable assistance to teacher candidates in obtaining signatures on such forms.

7. No Employment Relationship of Teacher Candidates.

(a) Observation Students and Student Teachers are students, and not employees of USC, 2U or the School/District. As such, they are not covered by USC's, 2U's or the School's/District's workers' compensation policies.

(b) Neither Observation Students nor Student Teachers are entitled to, or shall receive, any compensation or other employee-related benefit (without limitation) from USC, 2U or the School/District. Teacher candidates shall not displace any School/District employee.

(c) The School/District shall provide in writing any requirements for teacher



candidates to obtain and maintain personal liability insurance coverage. USC shall communicate to teacher candidates any such School/District coverage requirements, provide reasonable assistance to teacher candidates in obtaining such coverage, and facilitate teacher candidate's submission of appropriate documentation thereof directly to the School/District (which the School/District agrees to accept).

8. Information, Hiring & Confidentiality.

(a) *[Item intentionally omitted]*

(b) *[Item intentionally omitted]*

(c) Neither USC nor 2U shall request the School/District to provide any health or other records of any student of the School/District covered by the Family Educational Rights and Privacy Act ("FERPA"); nor shall USC or 2U request any teacher candidate to share any protected School/District data (whether about School/District students or personnel) with USC or 2U.

(d) To the extent that any party to this Agreement discloses any confidential information to any other party hereto in connection with the relationships contemplated hereunder, the parties agree during the term of this Agreement (and all renewals thereof) and for a period of two (2) years thereafter to use reasonable efforts to protect, maintain as confidential, and not disclose, any such confidential information of any other party.

9. Compliance with the Law. The parties hereto shall comply with all applicable federal, state and local laws, rules, statutes, acts, regulations, code and similar legal requirements, including but not limited to FERPA.

10. Non-Discrimination. Each party represents that it is an equal opportunity employer. Each party certifies that it does not, and shall not, discriminate against its employees, students or applicants on any unlawful basis. Each party certifies that it is, and shall remain, in compliance with all laws, regulations, executive orders or other legal prohibitions against discrimination.

11. Indemnification.

(a) *Indemnification by School/District.* The School/District shall indemnify, defend and hold harmless USC and 2U, their employees, agents and representatives, from all claims, actions, awards or judgments for damages, including costs, expenses and attorneys' fees, where liability is found to exist by reason of the acts or omissions of the School/District, its employees, agents or representatives.

(b) *Indemnification by USC.* USC shall indemnify, defend and hold harmless the School/District, its employees, agents and representatives, from all claims, actions, awards or judgments for damages, including costs, expenses and attorneys' fees, where liability is found to exist by reason of the acts or omissions of USC, its employees, agents or representatives.

(c) *Indemnification by 2U.* 2U shall indemnify, defend and hold harmless the School/District, its employees, agents and representatives, from all claims, actions, awards or judgments for damages, including costs, expenses and attorneys' fees, where liability is found to exist by reason of the acts or omissions of 2U, its employees, agents or representatives.

12. Governing Law. The interpretation, application, and enforcement of this Agreement shall

University of Southern California
1150 S. Olive Street, Suite 2100, Los Angeles, CA 90015 • Tel: 213 821 3400 • Fax: 213 821 3424



be governed by the laws of the State of California without reference to choice of law principles. Any claim, suit, or cause of action involving the interpretation, application, or enforcement of this Agreement shall be commenced in the appropriate state or federal courts in the State of California.

13. Term, Termination and Renewal. The Term of this Agreement shall be from the date of the School's/District's signature set forth below through June 30, 2014. Any party may terminate this Agreement with or without cause upon written notice to the other parties, provided that any such termination shall only be effective after the end of the school year during which the written notice of termination is issued. For the avoidance of doubt, other than where the School/District removes a teacher candidate pursuant to Section 2(d) above, the School/District shall permit current teacher candidates to complete the current school year at the time of any such termination.

14. Notices. Any notice to be given hereunder by any party to this Agreement shall be in writing and will be deemed given on the date received as evidenced by confirmation of receipt, except if such confirmation is later than 3:00 p.m. (School/District local time), addressed as follows (provided that, upon written notice in accordance herewith, any party may update its notice recipients at any time during the term of this Agreement):

(a) *If to the School/District:* Capistrano Unified School District, 33122 Valle Rd., San Juan Capistrano, CA 92675; attention: Jody Guarino, Personnel Department; Facsimile No. (949) 493-8729.

(b) *If to USC:* University of Southern California, Rossier School of Education, 1150 S. Olive Street, Suite 2100, Los Angeles, CA 90015; attention: Erika Klein, Executive Director; Facsimile No. (213) 821-3424.

(c) *If to 2U:* 2U, Inc., attention: Office of Placement Services, attention: Jessica Wang; 8201 Corporate Drive, Suite 900; Landover, MD 20785; Facsimile No. (213) 947-4436; *with a copy to:* Obermayer Rebmann Maxwell & Hippel LLP, attention: Peter Oberkircher, Esq.; One Penn Center -- Suite 1900; 1617 John F. Kennedy Boulevard, Philadelphia, PA 19103-1895; Facsimile No. (215) 665-3165.

15. Limitation of Liability. Except as such damages may be sought or assessed in respect to third party actions covered by the indemnification provisions herein, no party shall be liable to the other for consequential, incidental, indirect, exemplary, punitive or special damages of any nature or character (including loss of profits, data, business or goodwill), from causes of action of any kind, including contract, tort or otherwise, even if the party at fault or in breach has been advised of the possibility of such damages.

16. Severability. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid or unenforceable by a court with jurisdiction over the Parties to this Agreement, such provision will be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law; and the remaining terms, provisions, covenants, and restrictions of this Agreement will remain in full force and effect.

17. Entire Agreement/No Modification/Counterparts/Execution/Binding Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver, amendment or other modification of any provision of this Agreement will be effective only if in writing and signed by all parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any



Party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, bear the signatures of all of the Parties reflected hereon as the signatories. A faxed, PDF or electronic signature shall have the same legally binding effect as an original signature. This Agreement will be binding upon the parties and their successors, affiliates, subsidiaries, assigns, officers, directors, employees, and agents.

18. Waiver of Jury Trial. The parties hereby irrevocably and unconditionally waive any right(s) to trial by jury in any action or proceeding arising out of, in connection with or relating to this Agreement.

INTENDING TO BE LEGALLY BOUND HEREBY, the parties affix their respective hands below:

CAPISTRANO UNIFIED SCHOOL DISTRICT	UNIVERSITY OF SOUTHERN CALIFORNIA, ON BEHALF OF THE ROSSIER SCHOOL OF EDUCATION	2U, INC.
Print Name: Dr. Joseph M. Farley	Print Name: 	Print Name:
Signature: 	Signature: 	Signature:
Dated: 3-27-13	Dated:	Dated:



LETTER OF AGREEMENT

between

UNIVERSITY OF NORTHERN IOWA and Capistrano Unified School District, San Jaun, Capistrano
To fulfill requirements for STUDENT TEACHING / INTERNSHIPS

1. Scope of Agreement

This letter of agreement sets forth the role, responsibilities, and rights of personnel associated with the Capistrano Unified School District, San Jaun, Capistrano, personnel associated with the University of Northern Iowa and of any student enrolled in the university, while such teacher education major is assigned a student teacher in the Capistrano Unified School District, San Jaun, Capistrano.

2. Options for Student Teachers

Student teachers must register for a full semester experience in student teaching. Students seeking additional endorsement may register for four (4) hours of credit. Students are responsible for transportation and housing unless the district provides other arrangements during placement.

3. Placement of Student Teachers

Placement of student teachers shall be accomplished on a cooperative basis between the University of Northern Iowa and the Capistrano Unified School District, San Jaun, Capistrano.

Placement shall be initiated by the university coordinator upon completion of an application from each student teacher setting out his/her qualifications/background and the assignment(s) needed to meet certification, endorsement, and approval area standards. Capistrano Unified School District, San Jaun, Capistrano reserves the right to refuse assignment to any given student teacher. However, said decision shall not be based on race, creed, color, sex, national origin, disability, age, religion, veteran status, or any basis protected by law.

4. Termination or Change of Assignment

The coordinator may, for good cause, terminate or change the assignment of any student teacher. Prior to reaching such a decision, the coordinator shall consult with the cooperating teacher and all other concerned parties regarding the reason(s) for termination or change of assignment.

5. Supervision of Student Teaching

A member of the university faculty or selected practitioners/administrators will serve as the coordinator of the student teaching program for the purpose of administering the program and supervising/evaluating the student teachers in cooperation with the cooperating teachers. The cooperating teachers shall guide and direct the students.

The identification, selection, and continued use of qualified cooperating teachers shall be made by the Capistrano Unified School District, San Jaun, Capistrano. The student teachers shall be subject to the policies, rules, and regulations including the same tort liability protection provided to employees of the Capistrano Unified School District, San Jaun, Capistrano. Student teachers should not be used as substitute teachers.

6. Evaluations

Evaluations of the student teachers shall be a shared responsibility. The cooperating teacher, college supervisor, and others knowledgeable about the performance of the student teacher shall be involved. Evaluation is comprehensive, continuous, specific, and individualized. Mid term and final evaluation conferences are necessary. The student teacher, cooperating teacher, and college supervisor shall participate. The cooperating teacher and college supervisor shall collaborate in the preparation of the final evaluation, which shall be to the UNI coordinator in a timely fashion. The UNI coordinator is responsible for assigning academic credit including grade.

7. Compensation to Cooperating Agency

The University of Northern Iowa agrees to pay a stipend for the student teaching placement. Payment is made to the cooperating teacher and/or school district at the completion of the student teaching assignment as indicated on the student teaching placements form completed by the school district.

8. Continuation of Contract

This agreement will be valid for a period of three full academic years commencing 8/1/2013 and ending 7/31/2013. Both the school district and the University of Northern Iowa agree that placement of student teachers will depend on availability of cooperating teachers and student teachers who mutually accept their responsibilities during this time period.

APPROVED:

School District Representative

Dr. Joseph M. Farley

Print Name

Superintendent

Position

3-27-13

Date

Head, Department of Teaching

Dr. Nadene Davidson

Print

Head, Department of Teaching

Position

3/11/2013 3:13:29 PM

Date

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2012-13 =====
Board of Trustees Meeting.....MARCH 27, 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
5226	98	WLC ARCHITECTS INC	BI:DSA /Fac Acq /SJHHS	750.00
5227	87	D.R. MCNATTY & ASSOCIATES INC	Serv& Op/Fac Acq /Dstrctwd	15,876.00
5228	89	US BANK NATIONAL ASSOCIATION	Serv& Op/Fac Acq /Dstrctwd	1,650.00
5229	95	US BANK NATIONAL ASSOCIATION	Serv& Op/Fac Acq /Dstrctwd	875.00
5230	87	EDENCO INC.	CnsMgFee/Fac Acq /CVHS	120,000.00
5231		VOID	VOID	0.00
5232	87	EDENCO INC.	CnsMgFee/Fac Acq /CVHS	7,200.00
5233	87	WLC ARCHITECTS INC	BI:Arch /Fac Acq /CVHS	120,000.00
7 Purchase Orders				\$266,351.00

EXHIBIT 20

Attachment 1

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2012-13 =====
Board of Trustees Meeting.....MARCH 27, 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
323712	1	NASCO WEST	InstMtls/Instrctn/ArroyoMS	270.43
323713	70	ASCIP	P/Yr Clm/Undesig /Dstrctwd	86,834.30
323714	11	AMERICAN COUNCIL ON EDUCATION	InstMtls/Instrctn/Dstrctwd	393.00
323715	11	CALIFORNIA DEPT. OF EDUCATION	Serv& Op/Instrctn/Dstrctwd	1,300.00
323716	70	ASCIP	P/Yr Clm/Undesig /Dstrctwd	60,000.00
323717		VOID	VOID	0.00
323718	1	FOLLETT EDUCATIONAL SERVICES	InstMtls/Instrctn/Del Obis	561.60
323719	1	ORIENTAL TRADING CO	InstMtls/Instrctn/Las Palm	648.00
323720	1	MENTORING MINDS	Bks&Ref /StDev In/BAMS	245.13
323721	1	BERTRAND'S HORN IMPROVEMENT	InstMtls/Instrctn/BAMS	500.00
323722	1	GILBERT & STEARNS INC	Rntl:Oth/RR:Bldgs/Viejo	14,283.46
323723	1	JONES-CAMPBELL CO	NonCapEq/RR:Bldgs/Dstrctwd	1,131.62
323724	13	INDUSTRIAL ELECTRIC SERVICE	OpSupp /FoodServ/Dstrctwd	61.01
323725	1	WE DO MAIL	Serv& Op/Pub Info/Dstrctwd	2,000.00
323726	1	EAGLE SOFTWARE	CnfrNonI/AcadmAdv/ANHS	650.00
323727	1	OFFICE DEPOT	InstMtls/Instrctn/Ambuehl	500.00
323728	1	CAMCOR INC	NonCapEq/Instrctn/AVMS	528.12
323729	1	CULVER-NEWLIN INC	NonCapEq/Sch Adm /SMS	2,560.46
323730	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/ArroyoEl	3,526.00
323731	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/Chaparal	2,272.32
323732	1	AMS.NET INC	NonCapEq/TIS /Dstrctwd	687.20
323733	1	UNITED PARCEL SERV	Cmmnctns/Warehse /Dstrctwd	10,000.00
323734	1	COAST RECREATION INC	SplsNonI/RR:Bldgs/LadraElm	74.60
323735	1	ROBINSON & KELLAR	OthrRevn/Undesig /Dstrctwd	150.00
323736	1	DEPARTMENT OF GENERAL SERVICES	Serv& Op/Prsnl:HR/Dstrctwd	4,416.00
323737	1	SEHI COMPUTER	SplsNonI/TIS /Dstrctwd	3,000.00
323738	1	TANAKA FARM & PUMPKIN PATCH	FieldTrp/Instrctn/Marblehd	1,080.00
323739	1	ORANGE COUNTY ATHLETIC	Serv& Op/CurAthlt/CVHS	500.00
323740	1	ROLEWICZ, TINA	Serv& Op/Instrctn/Mission	909.00
323741	1	TANAKA FARM & PUMPKIN PATCH	FieldTrp/Instrctn/RH Dana	744.00
323742	1	MISSION SAN LUIS REY	FieldTrp/Instrctn/Malcom	496.00
323743	1	HATCH	InstMtls/Instrctn/SCHS	2,984.25
323744	1	DICK'S SPORTING GOODS	InstMtls/CurAthlt/CVHS	466.46
323745	1	NEFF COMPANY	InstMtls/CurAthlt/CVHS	58.60
323746	1	APPLE COMPUTER INC	NonCapEq/Instrctn/VDMMS	2,825.16
323747	12	CHANCY & BRUCE EDUC. RESOURCES	CnsltNon/SupvAdmn/Dstrctwd	150.00
323748	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Tijeras	3,732.48
323749	1	DELL COMPUTER	NonCapEq/Sch Adm /ArroyoEl	1,109.88
323750	1	APPLE COMPUTER INC	InstMtls/Instrctn/Tesoro	582.12
323751	1	STRATEGIES FOR SUCCESS	Serv& Op/Instrctn/Capo Ch	6,215.00
323752	1	FOLLETT EDUCATIONAL SERVICES	K-12Text/Instrctn/Tesoro	6,019.92
323753	1	HOLT MCDUGAL	K-12Text/Instrctn/Tesoro	1,186.54
323754	11	ADMINISTRATIVE SOFTWARE	OthrRevn/Undesig /Dstrctwd	35,781.42
323755	1	OFFICE DEPOT	InstMtls/Instrctn/Viejo	127.44
323756	1	DUNLAP, JAMES	Serv& Op/Instrctn/SCHS	901.80

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2012-13 =====
Board of Trustees Meeting.....MARCH 27, 2013

PO No.	Fund	Vendor	Description	Amount
323757	1	IMAGE 2000	InstMtls/Instrctn/Las Palm	400.08
323758	1	JOSTENS	SpplsNonI/Sch Adm /SCHS	3,964.50
323759	1	MULTIPLE MEASURES LLC	Serv& Op/PuplTest/Dstrctwd	9,600.00
323760	1	AMS.NET INC	NonCapEq/TIS /Dstrctwd	1,528.71
323761	1	AMS.NET INC	NonCapEq/TIS /Dstrctwd	4,689.21
323762	1	GENERAL BINDING CORP	InstMtls/Instrctn/Viejo	97.11
323763	1	BSN SPORTS	InstMtls/Instrctn/ANHS	160.70
323764	1	KUTA SOFTWARE LLC	Serv& Op/Instrctn/CVHS	828.36
323765	1	CB RANCH ENTERPRISES	FieldTrp/Enterprs/Las Palm	1,350.00
323766	1	DELL COMPUTER	NonCapEq/Instrctn/RH Dana	1,725.26
323767	1	APPLE COMPUTER INC	NonCapEq/Instrctn/CVHS	3,681.96
323768	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/MFMS	50.00
323769	1	DELL COMPUTER	NonCapEq/Sch Adm /Castille	1,494.76
323770	1	APPLE COMPUTER INC	InstMtls/SEOrthIns/Dstrctwd	433.92
323771	1	APPLE COMPUTER INC	InstMtls/SEOrthIns/Dstrctwd	433.92
323772	1	CASTO	CnfrNonI/PuplTran/Dstrctwd	1,287.00
323773	1	DELL COMPUTER	NonCapEq/Instrctn/Malcom	2,523.27
323774		VOID	VOID	0.00
323775	1	CITY OF SAN JUAN CAPISTRANO	Serv& Op/RR:Grnds/Dstrctwd	28,832.72
323776	1	ARTURO J. ADDEMAN	NonCapEq/Instrctn/VDMMS	996.00
323777	1	ARTURO J. ADDEMAN	NonCapEq/Instrctn/VDMMS	996.00
323778	1	CAMCOR INC	InstMtls/Instrctn/DHHS	2,761.97
323779	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/OsoGrand	4,997.28
323780	1	ARTURO J. ADDEMAN	Rnt&Repr/Instrctn/OsoGrand	2,984.40
323781	1	TRITON AIR INC	Rnt&Repr/CurAthlt/SCHS	1,369.62
323782	1	EVERYTHING MEDICAL	Cmmnctns/Warehse /Dstrctwd	83.00
323783	1	SNAP-ON TOOLS CORP	Rnt&Repr/Instrctn/SCHS	581.56
323784	1	CAPPO	CnfrNonI/Purch /Dstrctwd	507.00
323785	1	RECYCLE AWAY SYSTEMS	NonCapEq/Sch Adm /SJHHS	11,597.44
323786	1	ANIMAL PEST MANAGEMENT SERVICE	Rntl:Oth/RR:Bldgs/Wagon Wh	3,700.00
323787	1	HD SUPPLY	SpplsNonI/RR:Bldgs/Dstrctwd	949.81
323788	70	EXECUTIVE ENVIRONMENTAL SVCS	Serv& Op/Enterprs/Dstrctwd	274.56
323789	1	SPARTAN TOOL DIVISION	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
323790	1	PROSURFACE	Rntl:Oth/RR:Bldgs/DHHS	600.00
323791		VOID	VOID	0.00
323792	1	SIMPLEX GRINNELL LP	Rntl:Oth/RR:Bldgs/Dstrctwd	15,793.67
323793	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/Spch Aud/Dstrctwd	4,224.00
323794	1	NILES BIOLOGICAL	InstMtls/Instrctn/Dstrctwd	502.61
323795	1	DELL COMPUTER	NonCapEq/PsychSer/Dstrctwd	4,313.15
323796	1	DELL COMPUTER	NonCapEq/Purch /Dstrctwd	1,227.60
323797	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/PsychSer/Dstrctwd	1,153.44
323798	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/MFMS	25.00
323799	1	DELL COMPUTER	NonCapEq/Instrctn/Castille	17,525.30
323800	1	LIBERTY FLAGS	SpplsNonI/Sch Adm /DHHS	49.31
323801	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Marblehd	11,964.99
323802	1	VS ATHLETICS	InstMtls/CurAthlt/CVHS	1,813.40
323803	1	SOLAR SCHOOLHOUSE	NonCapEq/Instrctn/Dstrctwd	1,074.76
323804	1	APPLE COMPUTER INC	NonCapEq/RR:Bldgs/Dstrctwd	649.92
323805	1	QSS USER'S GROUP	CnfrNonI/SupvAdmn/Dstrctwd	2,550.00
323806	1	SANTA ANA COLLEGE FOUNDATION	Serv& Op/PrntPart/MFMS	3,000.00

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2012-13 =====
Board of Trustees Meeting.....MARCH 27, 2013

PO No.	Fund	Vendor	Description	Amount
323807	1	OXFORD UNIV PRESS	9-12Text/Instrctn/Dstrctwd	3,834.49
323808	1	LEGOLAND	FieldTrp/Instrctn/VdelMarE	190.00
323809	1	GOPHER ATHLETIC	InstMtls/Instrctn/Malcom	139.63
323810	1	CRYSTAL COVE STATE PARK	FieldTrp/Instrctn/Malcom	270.00
323811	1	EVERYTHING MEDICAL	St Rcpts/Undesig /Dstrctwd	456.84
323812	1	SIMPLEX GRINNELL LP	Rntl:Oth/RR:Bldgs/ANHS	14,460.00
323813	1	NASCO WEST	InstMtls/Instrctn/MFMS	521.96
323814	1	ORANGE COUNTY DEPT OF EDUC	Serv& Op/Instrctn/OsoGrand	982.50
323815	1	IXL LEARNING INC	Serv& Op/Instrctn/MFMS	199.00
323816	1	GOPHER ATHLETIC	InstMtls/CurAthlt/CVHS	225.72
323817	1	OC TREASURER	Serv& Op/Board /Dstrctwd	79,018.06
323818	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Tijeras	1,325.00
323819	1	NILES BIOLOGICAL	SplsNonI/Sch Adm /Dstrctwd	600.00
323820	1	NASCO WEST	InstMtls/Instrctn/ArroyoMS	301.06
323821	1	REALITY WORKS	InstMtls/Instrctn/DHHS	11,143.31
323822	1	STAPLES ADVANTAGE	InstMtls/Instrctn/SCHS	229.46
323823	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Tijeras	1,325.00
323824	1	BRAIN POP LLC	Serv& Op/Instrctn/Kinoshta	420.75
323825	1	CASTO	CnfrNonI/PuplTran/Dstrctwd	1,500.00
323826	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Tijeras	1,325.00
323827	1	RENAISSANCE LEARNING INC	Serv& Op/Instrctn/Bergeson	6,420.09
323828	1	VONS C/O SAFEWAY INC	InstMtls/Instrctn/DJAMS	500.00
323829	1	CA PARENT CENTER/SDSU	Conf:Ins/Instrctn/Del Obis	300.00
			CnfrNonI/Sch Adm /Del Obis	300.00
323830	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/DJAMS	500.00
323831	1	CATAPULT LEARNING	Serv& Op/Instrctn/SerraCat	13,535.00
323832	1	SMART & FINAL IRIS #399	SplsNonI/PrntPart/Kinoshta	150.00
323833	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/SCHS	1,500.00
323834	1	UC REGENTS	Conf:Ins/Instrctn/Dstrctwd	120.00
323835	1	ETA/ HAND 2 MIND	InstMtls/Instrctn/RH Dana	4,002.43
323836	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/San Juan	129.60
323837	1	A Z BUS SALES INC	Ppl Tran/PuplTran/Dstrctwd	25,000.00
323838	1	VALIANT IMC	InstMtls/Instrctn/Don Juan	311.04
323839	1	WAXIE	SplsNonI/Sch Adm /Malcom	194.04
323840	1	MOBILE COMMUNICATION REPAIR	SplsNonI/Sch Adm /Dstrctwd	612.36
323841	1	SARGENT-WELCH SCIENTIFIC	InstMtls/Instrctn/DHHS	3,057.36
323842	1	HUNTER PHD, NATHAN H	CnsltNon/PsychSer/Dstrctwd	6,500.00
323843	13	A & R WHOLESALE DISTRIBUTORS	Food Dry/FoodServ/Dstrctwd	50,000.00
323844	1	DEMCO INC	SplsNonI/Libr&Med/Dstrctwd	96.42
323845	1	DEPARTMENT OF GENERAL SERVICES	Serv& Op/Prsnl:HR/Dstrctwd	92.00
323846	1	FRAZEE, MARLA	Serv& Op/Instrctn/Bergeson	1,000.00
323847	1	STOELTING CO	SplsNonI/PsychSer/Dstrctwd	88.00
323848	1	THERAPEUTIC EDUCATION CENTER	NPS /NPS /Dstrctwd	19,125.00
323849	1	PRO-ED	SplsNonI/PsychSer/Dstrctwd	1,185.40
323850	1	PEARSON ASSESSMENTS	SplsNonI/PsychSer/Dstrctwd	2,686.19
323851	1	COLLEGE BOARD	InstMtls/Instrctn/DHHS	45.36
323852	1	SOCIAL STUDIES SCHOOL SERVICE	InstMtls/Instrctn/SCHS	177.63
323853	1	A.R.M. SOLUTIONS INC.	Serv& Op/Saf&Trng/Dstrctwd	694.82
323854	1	SCHOLASTIC INC	InstMtls/Instrctn/OsoGrand	345.27
323855	1	NEW MANAGEMENT	NonCapEq/RR:Bldgs/Dstrctwd	2,683.75

Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2012-13 =====
 Board of Trustees Meeting.....MARCH 27, 2013

PO No.	Fund	Vendor	Description	Amount
323856	1	FOLLETT SOFTWARE CO	Serv& Op/Instrctn/Bergeson	515.92
323857	1	FOLLETT LIBRARY RESOURCES	Bks&Ref /Libr&Med/Kinoshta	10,000.00
323858	1	STAPLES ADVANTAGE	SplsNonI/Sch Adm /SCHS	147.82
323859	1	SMART & FINAL IRIS #399	SplsNonI/PrntPart/Del Obis	400.00
323860	1	APPLE COMPUTER INC	InstMtls/Instrctn/Hiddn Hl	24,381.41
323861	1	SMART & FINAL IRIS #399	SplsNonI/Sch Adm /Hiddn Hl	300.00
323862	1	STARKEY	SplsNonI/HlthServ/Dstrctwd	296.11
323863	1	DELL COMPUTER	NonCapEq/Sch Adm /Viejo	2,004.26
323864	1	DELL COMPUTER	NonCapEq/Instrctn/RH Dana	9,437.40
323865	1	ADVANCED BIONICS	SplsNonI/HlthServ/Dstrctwd	166.60
323866	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/Dstrctwd	125.00
323867	1	SMART & FINAL IRIS #399	SplsNonI/PrntPart/RH Dana	250.00
323868	1	DELL COMPUTER	InstMtls/Instrctn/RH Dana	2,109.23
323869	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/VDMMS	1,873.80
323870	1	HUMANWARE	Rnt&Repr/SE0thIns/Dstrctwd	324.00
323871	1	JONES SCHOOL SUPPLY CO INC	SplsNonI/Sch Adm /CVHS	136.45
323872	1	GOPHER ATHLETIC	InstMtls/Instrctn/DHHS	814.05
323873	1	MNJ TECHNOLOGIES DIRECT INC	InstMtls/Instrctn/Marblehd	1,651.86
323874	13	TUTTLE-CLICK FORD	LrgeEquip/FoodServ/Dstrctwd	66,313.86
323875	1	LAKESHORE LEARNING MATERIALS	SplsNonI/HlthServ/Dstrctwd	234.85
323876	1	PEARSON EDUCATION	SplsNonI/SupvAdmn/Dstrctwd	1,625.93
323877	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/DHHS	3,889.00
323878	11	ADMINISTRATIVE SOFTWARE	CnfrNonI/Sch Adm /Dstrctwd	90.00
323879	1	LINGUI SYSTEMS INC	SplsNonI/SupvAdmn/Dstrctwd	111.13
323880	1	MEDCO SCHOOL FIRST AID	InstMtls/CurAthlt/CVHS	192.09
323881	1	CREATIVE CONTRACTORS	Rntl:Oth/RR:Bldgs/Reilly	550.00
323882	1	GAMETIME	SplsNonI/RR:Bldgs/Reilly	32.29
323883	1	GILBERT & STEARNS INC	Rntl:Oth/RR:Bldgs/Moulton	2,126.42
323884	1	JOHNSTONE SUPPLY	Rntl:Oth/RR:Bldgs/NHMS	5,034.83
323885	1	JOHNSTONE SUPPLY	Rntl:Oth/RR:Bldgs/AVMS	4,001.59
323886	1	ORANGE COUNTY PUMP CO	Rntl:Oth/RR:Bldgs/DHHS	3,632.00
323887	1	CONSOLIDATED ELECTRICAL DISTR	Rntl:Oth/RR:Bldgs/FNMS	1,998.00
323888	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/LadraElm	2,436.75
323889	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/CanViste	2,825.75
323890	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/BAMS	1,823.00
323891	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/MFMS	1,347.00
323892	1	BIRD B GONE INC.	Rntl:Oth/RR:Bldgs/CVHS	191.70
323893	1	CAMCOR INC	NonCapEq/Instrctn/LadraElm	1,916.50

179 Purchase Orders \$843,936.73

Board of Trustees Warrant Listing
===== Fiscal Year: 2012-13 =====
Board of Trustees Meeting.....MARCH 27, 2013

Warrant Number	Name of Payee	Reference Number	Amount
183516	MAR VAC ELECTRONICS	PO-320172	99.08
183517	MOBILE COMM REPAIR INC	PO-320499	1,022.90
183518	McKENDRY DOOR SALES & SERVICE	PO-321703	1,777.00
183519	NATIONAL NETWORK OF DIGITAL	PO-321527	3,845.00
183520	NJP SPORTS INC	PO-323047	1,200.00
183521	ORANGE COUNTY DEPT OF EDUC	PO-322997	538.75
183522	ORANGE COUNTY FIRE AUTHORITY	PO-323454	100.00
183523	ORIENTAL TRADING CO	PO-321930	137.74
183524	PARENT PROJECT INC.	PO-322406	304.76
183525	PAXTON/PATTERSON	PO-322820	580.31
183526	PCI EDUCATIONAL PUB	PO-322102	99.02
183527	PERMA-BOUND	PO-322464	320.09
		PO-322777	1,202.92
		PO-322982	12,972.73
183528	RICKS TRAILER SUPPLY	PO-320554	70.14
183529	SAN DIEGO COUNTY SUPT OF SCH	PO-322658	200.00
183530	SEHI COMPUTER	PO-322284	507.04
		PO-322309	267.51
		PO-322333	668.05
		PO-322733	835.06
		PO-322753	174.63
		PO-323170	340.80
		PO-323206	1,004.40
		PO-323365	173.40
		PO-323446	508.20
183531	SMOG EXPRESS	PO-320557	89.90
183532	THERAPRO	PO-321770	39.85
		PO-321869	40.00
		PO-322135	175.80
183533	TIME AND ALARM SYSTEMS	PO-321647	1,845.35
183534	UNITED PARCEL SERV	PO-323733	10,000.00
183535	WAL MART COMMUNITY/GEGRB	PO-321609	3,000.00
		PO-322450	193.09
183536	WAL MART COMMUNITY/GEGRB	PO-323095	200.00
		PO-323288	218.93
183537	WAL MART COMMUNITY/GEGRB	PO-320788	351.89
183538	CALIFORNIA WEEKLY EXPLORER INC	PO-322744	1,710.00
183539	CB RANCH ENTERPRISES	PO-323474	1,070.00
183540	CERTIFIED TRANSPORTATION	PV-133093	807.52
183541	DISCOVERY SCIENCE CENTER	PO-323608	198.00
		PO-323708	741.00
183542	HERITAGE MUSEUM OF OC	PO-323410	1,674.00
		PO-323698	520.20
183543	HOT DOGGER TOURS INC.	PV-133092	7,085.00
183544	JFK TRANSPORTATION CO INC	PV-133091	1,056.25

Board of Trustees Warrant Listing
===== Fiscal Year: 2012-13 =====
Board of Trustees Meeting.....MARCH 27, 2013

Warrant Number	Name of Payee	Reference Number	Amount
183545	LEGOLAND CALIFORNIA RESORT	PO-323313	620.00
183546	PACIFIC COAST SIGHTSEEING	PV-133094	1,219.24
183547	PRETEND CITY CHILDREN'S MUSEUM	PO-323252	390.00
183548	MOBILE MODULAR	PO-323316	610.00
183549	ENGELSON, EMILY	PV-133090	166.68
183550	LAS FLORES MIDDLE SCHOOL PTA	PO-323680	15,000.00
183551	ORANGE COUNTY FIRE EXPLORING	PV-133068	1,000.00
183552	CORVEL CORPORATION	PO-320222	10,022.70
183553	BERGMAN DACEY GOLDSMITH	PO-321338	1,356.75
183554	CITY OF SAN JUAN CAPISTRANO	PO-320307	2,124.90
183555	COMMERCIAL FENCE & IRON WORKS	PO-320512	2,163.00
183556	CONSOLIDATED ELECT DISTR	PO-320352	2,247.66
183557	CR&R INCORPORATED	PO-320321	14,876.66
183558	MOULTON NIGUEL WATER	PO-320310	1,096.54
183559	PACIFIC PLUMBING COMPANY OF	PO-323093	13,737.37
183560	SAN DIEGO GAS & ELECTRIC	PO-321103	24,036.52
183561	SO CAL GAS CO	PO-320314	497.47
183562	SO COAST WATER DIST	PO-320312	3,199.49
183563	CARES	PO-321986	5,500.84
183564	ISLAND VIEW ACADEMY	PO-321174	7,987.00
183565	KIDS INSTITUTE FOR DEVELOPMENT	PO-320396	5,520.00
		PO-320397	4,275.00
183566	LCRA TRUST	PO-323707	3,307.50
183567	YOUTH CARE/PINE RIDGE ACADEMY	PO-322887	13,086.00
183568	COLLINS, CLINT	PV-133048	10.00
183569	MILANINO, GRACIELA	PO-323683	229.00
183570	SCHOOL SERVICES OF CALIF	PO-323064	1,225.00
183571	SELECMAN, LANA	PV-133049	11.87
183572	UNIVERSITY OF UTAH	PO-323616	1,175.00
183573	BARBER & GONZALES CONSULTING	PO-322742	2,537.94
183574	DEPT OF GENERAL SERVICES	PO-323710	2,300.00
183575	ORANGE COUNTY SHERIFF DEPT	PO-320383	475.44
		PO-323709	1,623.38
183576	PATHWAYS	PO-323396	1,200.00
183577	YMCA OF ORANGE COUNTY	PO-323613	2,400.00
183578	STUTZ ARTIANO SHINOFF & HOLTZ	PO-320748	54,267.06
183579	KRISTI LEE BRAY	PV-133047	559.00
183580	ADAMS, KARA	PV-133050	285.78
183581	BATES, GILDA OR MARK	PV-133051	117.59
183582	BAUER, ADAM OR GINA	PV-133052	77.02
183583	BECERRIL, ARTURO OR BLANCA	PV-133053	77.74
183584	BELLOMO, PHILIP &/OR KATHY	PV-133054	373.62
183585	BODO, JOHN & TERA	PV-133055	707.90
183586	BOUCLY, CHRISTOPHER & DAWNIEL	PV-133056	346.16
183587	BOYD, VALERIE	PV-133057	101.57

Board of Trustees Warrant Listing
===== Fiscal Year: 2012-13 =====
Board of Trustees Meeting.....MARCH 27, 2013

Warrant Number	Name of Payee	Reference Number	Amount
183588	BROWN, BURTON OR PENELOPE	PV-133058	67.12
183589	CHARTIER, BRIAN & LESLIE	PV-133059	185.09
183590	CLARK, BRIAN OR YOLANDA	PV-133060	88.68
183591	CROWE, ROBERT AND/OR VIRGINIA	PV-133061	157.52
183592	CUHADAROGLU, MEHMET OR BELGIN	PV-133062	1,076.39
183593	DECK, JUSTIN OR MARISSA	PV-133063	89.50
183594	DESHAZER, ALEX OR DARCY	PV-133064	166.11
183595	DIXON, KEN OR SHAUNA	PV-133065	419.00
183596	EASTMAN, STEPHEN OR TARA	PV-133066	252.22
183597	GARCIA, ROSALINA	PV-133067	372.67
183598	GAU, MARY	PV-133069	199.33
183599	GUERRERO, HECTOR & GINA	PV-133070	187.13
183600	GUZMAN GARCIA, OMAR	PV-133071	129.72
183601	HENRY, SAMANTHA	PV-133083	150.52
183602	HOGGATT, ROBERT/VERONICA	PV-133085	189.98
183603	HOLT, GARRETT & ADRIANA	PV-133086	112.10
183604	HYLTON, CHRIS OR HERMINIA	PV-133087	153.14
183605	JAMES, JUSTIN & ARLEN	PV-133088	67.80
183606	BRINKS INC.	PO-321054	156.00
183607	ECOLOGY TIRE	PO-320535	180.00
183608	FLINN SCIENTIFIC INC	PO-323533	397.98
183609	FOLLETT EDUCATIONAL SVC	PO-323339	1,695.28
183610	FREEWAY AUTO SUPPLY & MACHINE	PO-320539	289.09
183611	FRICTION MATERIALS CO.	PO-320540	1,500.60
183612	GANAHL LUMBER	PO-320324	2,797.40
183613	GOV PLACE	PO-323556	1,553.90
183614	GREAT BOOKS FOUNDATION	PO-322967	689.74
183615	HD SUPPLY FACILITIES MAINTN	PO-320166	35.12
		PO-323543	8,445.17
183616	HIRSCH PIPE & SUPPLY	PO-320326	3,895.46
183617	IMAGE 2000	PO-321234	1,236.98
		PO-323536	225.76
		PO-323539	839.60
183618	INSIGHT SYSTEMS EXCHANGE	PO-323435	4,614.29
		PO-323439	419.49
		PO-323448	1,062.13
		PO-323450	2,805.49
183619	INTERSTATE BATTERIES	PO-320573	322.63
183620	IPC USA	PO-320542	27,129.96
183621	JOHNSTONE SUPPLY	PO-322735	13,471.73
183622	KAGAN PUBLISHING	PO-323499	556.96
183623	KNORR SYSTEMS INC	PO-320513	9,876.06
183625	LIBRARY STORE, THE	PO-323426	540.09
183626	LPR PUBLICATIONS	PO-322810	121.35
183627	W W GRAINGER INC	PO-323039	4,941.81

Board of Trustees Warrant Listing
===== Fiscal Year: 2012-13 =====
Board of Trustees Meeting.....MARCH 27, 2013

Warrant Number	Name of Payee	Reference Number	Amount
183628	LA HABRA FENCE CO INC	PO-323526	2,911.00
183629	B & H PHOTOGRAPHY	PO-323208	3,741.54
183630	BRAIN POP LLC	PO-323160	1,650.00
183631	CINTAS	PO-323223	47.89
183632	CINTAS CORP	PO-320245	181.68
		PO-320319	1,948.99
183633	CINTAS CORPORATION #640	PO-320527	513.78
183634	CLEAN ENERGY	PO-320528	7,742.62
183635	CREATIVE IMAGES	PO-323255	500.00
183636	DELL MARKETING L P	PO-323282	29,895.29
		PO-323326	4,717.17
		PO-323372	16,821.80
		PO-323514	443.52
183637	DOHENY BUILDERS SUPPLY	PO-320164	10.93
183638	EVERYTHING MEDICAL	PO-323583	523.50
183639	AMERICAN COUNCIL ON EDUCATION	PO-323714	393.00
183640	CALIFORNIA DEPT. OF EDUCATION	PO-323715	1,300.00
183641	AT&T	PO-320155	135.51
183642	AT&T-CALNET2	PO-321056	1,026.88
183643	COX COMMUNICATIONS	PO-320405	18,865.11
		PO-323414	32,225.45
183644	MAIL FINANCE	PO-320275	1,103.73
183645	MARKERBOARD PEOPLE	PO-323176	115.00
183646	MAYER-JOHNSON CO	PO-322154	223.20
183647	MCGRAW HILL COMPANIES	PO-323212	1,724.32
		PO-323213	1,596.91
		PO-323214	1,026.22
		PO-323216	942.78
183648	MCPAHAN DESK INC	PO-321256	2,132.24
183649	MERCURY DISPOSAL SYSTEM INC.	PO-320472	313.11
183650	MILLER MECHANICAL	PO-322898	3,375.28
183651	MIND RESEARCH INSTITUTE	PO-322920	4,000.00
183652	MISSION AUTO SERVICE	PO-320545	1,626.52
183653	MITCHELL 1	PO-323434	999.00
183654	MNJ TECHNOLOGIES DIRECT INC	PO-322282	55.12
		PO-322876	499.31
183655	MOBILE COMM REPAIR INC	PO-320499	662.79
		PO-323061	1,020.60
		PO-323531	816.48
183656	MOBILE FLEET WASH	PO-320849	2,892.50
183657	MOUNTAIN MATH	PO-322696	455.70
183658	MUSICIAN'S FRIEND	PO-323346	1,375.96

Board of Trustees Warrant Listing
===== Fiscal Year: 2012-13 =====
Board of Trustees Meeting.....MARCH 27, 2013

Warrant Number	Name of Payee	Reference Number	Amount
183659	NASCO WEST	PO-321298	601.00
		PO-321857	954.84
		PO-322011	2,082.95
		PO-322808	546.07
		PO-322812	304.65
		PO-322890	618.22
		PO-323194	882.14
		PO-323431	393.38
183660	NATIONAL NETWORK OF DIGITAL	PO-321527	1,389.00
183661	NATL SCHOOL PRODUCTS	PO-322457	509.71
		PO-323306	106.80
183662	NETWORK HARDWARE RESALE	PO-323513	39,025.24
183663	NORTHERN SPEECH SERVICES INC	PO-322578	169.59
183664	WATERLINES TECHNOLOGIES INC	PO-321070	15,368.37
183665	MCMAHAN DESK INC	PO-320942	1,489.69
183666	JOHNSON, EDWIN OR MELISS	PV-133117	344.63
183667	KARPUS, DAVID OR MARY	PV-133095	301.03
183668	KUEMERLE, IAN OR JENNIFER	PV-133096	249.95
183669	LAHAM, HAISSAM & MANSOUR RIMA	PV-133097	101.25
183670	LOCKMAN, RICHARD OR AILEEN	PV-133098	119.10
183671	MACIBORSKI, MIKE OR STEPHANIE	PV-133099	63.28
183672	MARTINEZ, ROBERT OR CHRISTINA	PV-133100	119.33
183673	MCCORMACK, MARC AND/OR KRISTA	PV-133101	380.36
183674	MURO, JUAN/SOPHIA	PV-133102	229.06
183675	NGUYEN, TRISHA T.	PV-133119	349.65
183676	NOXON, LISA C	PV-133103	39.26
183677	ORTIZ, VICTOR & BRANDY	PV-133104	796.95
183678	PETERSEN, DAVID OR LORIE	PV-133105	142.38
183679	PETHTEL, SCOTT OR MICHELLE	PV-133106	131.45
183680	RAMOS, ELLIOT/SEPULVEDA, LYCEL	PV-133107	211.54
183681	REDING, CLARE & SHAD	PV-133108	141.02
183682	RICHMOND, HEIDI	PV-133109	169.05
183683	RITURBAN/JOHN PAUL & ANN	PV-133110	182.68
183684	RODAS, PHILLIP AND CAROLYN	PV-133111	90.17
183685	ROTH, JAY &/OR KERI	PV-133112	241.64
183686	STEBENNE, STUART/LISA	PV-133113	111.87
183687	THOMAS, ED OR REBECCA	PV-133114	378.29
183688	WINKLER, JOHN & CAROL	PV-133115	235.04
183689	YUEN, ALBERT & TONG, CHARLENE	PV-133116	599.75
183690	BARANSKI, ALEC	PV-133146	85.00
183691	BEEKMAN, MICHAEL	PV-133127	53.99
183692	BRECKER, LAUREN	PV-133147	87.00
183693	CURRIE, CATHERINE	PV-133129	72.00
183694	FARLEY, JOSEPH M	PV-133130	14.18
183695	KAROLYS, ANDREA	PV-133148	91.80

Board of Trustees Warrant Listing
===== Fiscal Year: 2012-13 =====
Board of Trustees Meeting.....MARCH 27, 2013

Warrant Number	Name of Payee	Reference Number	Amount
183696	KIM, LINDA	PV-133149	17.00
183697	MCLAUGHLIN, GREGG	PV-133132	41.83
183698	MYERS, LINDA	PV-133151	51.84
183699	SCOTT, CONNIE	PV-133133	12.93
183700	STEELE, BRITTANY NOEL	PV-133134	20.00
183701	THEE, NANCY	PV-133135	72.00
183702	VU, PAUL	PV-133153	22.00
183703	WAGNER, HUNTER	PV-133154	36.00
183704	ALLAN, KATY	PV-133126	300.00
183705	BAGDI, POORVI	PV-133145	186.00
183706	BROWNING, ANGEL	PV-133128	405.00
183707	LORENZO, CARLA	PV-133150	213.00
183708	SHIM, TINA	PV-133152	72.00
183709	LOMAN, ROBERT	PV-133131	123.06
183710	BARRETT, JANET S	PV-133157	32.77
183711	BRADLEY, JUDITH S	PV-133158	70.63
183712	COLLINS, NANCY	PV-133160	6.78
183713	CRAW, SARA JO	PV-133161	111.65
183714	DIXON, AURORA	PV-133162	84.75
183715	EATON, ANDREA	PV-133163	80.80
183716	FLYNN, MARGARET	PV-133164	85.88
183717	FOSTER, KARIN	PV-133165	110.06
183718	GOMEZ, LYDIA	PV-133167	166.68
183719	HARMAN, NANCY	PV-133168	75.15
183720	HIGHTOWER, SHERI	PV-133169	99.44
183721	HIRCHAG, REBECCA S	PV-133170	88.29
183722	JONES, JOSEPH	PV-133172	150.29
183723	KIMINAS, ANTHONY	PV-133173	173.46
183724	KLISTER, PAMELA	PV-133174	66.67
183725	MANZOTTI, MARIA	PV-133175	3.33
183726	MCAULIFFE, CAROL	PV-133176	120.91
183727	MEISSNER, ANDREA	PV-133178	463.34
183728	MITCHELL, KAREN P	PV-133179	164.42
183729	MORAND, CARA	PV-133180	148.60
183730	ORGILL, JANELL	PV-133181	209.62
183731	PATERSON, ELIZABETH	PV-133182	61.02
183732	RODRIGUEZ, NASCINA	PV-133184	67.16
183733	TALILI, MAILUMAI	PV-133185	119.22
183734	THOMPSON, LAURA	PV-133186	90.40
183735	WORKMAN, KEN	PV-133187	151.25
183736	BROWNE, CAROLE	PV-133159	191.00
183737	FREY, DEBORAH	PV-133166	58.52
183738	MCMURRAY, JOYCE	PV-133177	49.40
183739	PEREZ, VIRGINIA	PV-133183	72.32
183740	ABOVE ALL NAMES CONSTRUCTION	PO-323665	2,924.00

Board of Trustees Warrant Listing
===== Fiscal Year: 2012-13 =====
Board of Trustees Meeting.....MARCH 27, 2013

Warrant Number	Name of Payee	Reference Number	Amount
183741	BENS ASPHALT	PO-323038	3,335.00
183742	CITY OF SAN JUAN CAPISTRANO	PO-320307	2,227.51
183743	CITY OF SAN JUAN CAPISTRANO	PO-323775	28,832.72
183744	CONSOLIDATED ELECT DISTR	PO-320352	8,707.24
183745	DAVID TAUSSIG ASSOC INC	PO-322239	1,234.85
183746	LARMAC	PV-133140	17,400.00
183747	MOULTON NIGUEL WATER	PO-320310	696.20
183748	SAN DIEGO GAS & ELECTRIC	PO-321103	39,236.00
183749	SANTA MARGARITA WATER	PO-320311	9,009.08
183750	SO CAL GAS CO	PO-320314	32,703.01
183751	WEST COAST ARBORISTS INC.	PO-320346	3,975.00
183752	WLC ARCHITECTS INC	PO-322884	3,750.00
183753	A Z BUS SALES INC	PO-320567	7,495.40
		PO-322417	4,917.94
183754	ADVANTAGE RADIATOR	PO-320568	279.72
183755	ALISO NIGUEL AUTO CARE	PO-320521	479.13
183756	ALISO VIEJO AUTO SERVICE	PO-320522	673.24
183757	AMS.NET INC	PO-322738	3,000.00
		PO-323379	66,684.30
		PO-323424	6,000.00
183758	APPLE COMPUTER INC	PO-322572	435.92
		PO-323020	546.85
		PO-323254	358.32
		PO-323389	2,128.03
		PO-323403	358.32
		PO-323517	1,664.52
		PO-323617	1,719.36
		PO-323629	859.68
183759	BADEN SPORTS INC	PO-323333	60.53
183760	BARRETT-ROBINSON INC	PO-320675	274.00
		PO-322902	1,062.99
183761	BATTERIES PLUS	PO-320157	727.98
183762	BEACH CITIES GLASS	PO-320316	138.35
183763	BEE MAN	PO-320677	175.00
183764	BIO RAD LABORATORIES	PO-323679	66.40
183765	BOYCE INDUSTRIES	PO-320523	273.11
183766	C D T INC.	PO-321707	240.00
183767	CAESAR'S APPLIANCE	PO-320244	314.39
183768	CAL-STATE AUTO PARTS INC	PO-320525	238.62
183769	CALIFORNIA WESTERN VISUALS	PO-323466	3,635.28

Board of Trustees Warrant Listing
===== Fiscal Year: 2012-13 =====
Board of Trustees Meeting.....MARCH 27, 2013

Warrant Number	Name of Payee	Reference Number	Amount
183770	CAMCOR INC	PO-322655	247.10
		PO-323467	4,603.28
		PO-323567	958.25
		PO-323570	1,878.90
		PO-323571	528.12
		PO-323572	460.32
		PO-323573	171.76
		PO-323574	460.32
		PO-323578	958.25
		PO-323642	1,418.57
		PO-323643	460.32
183771	CAPISTRANO GOLF CARS	PO-320872	3,235.06
183772	CARLOS GUZMAN INC	PO-320578	1,500.00
183773	CDW GOVERNMENT	PO-320364	111.02
183774	CINTAS DOCUMENT MANAGEMENT	PO-321648	163.00
183775	CINTAS FIRST AID & SAFETY	PO-320246	388.64
183776	CLARK SECURITY PRODUCTS	PO-320320	3,672.23
		PO-323664	7,078.98
183777	COMPLETE OFFICE OF CA	PO-320369	125.18
		PO-320666	77.61
		PO-320701	215.28
		PO-320702	139.26
		PO-321344	45.05
		PO-321522	110.03
183778	CREATIVE IMAGES	PO-323510	810.00
183779	CREATIVE INSTRUCTION LLC	PO-323343	267.68
183780	CROWN VALLEY TRANS	PO-321058	3,112.00
183781	CULVER-NEWLIN INC	PO-321509	797.33
183782	DANIELS TIRE SERVICE	PO-320570	5,688.37
183783	DELL MARKETING L P	PO-323506	747.38
		PO-323512	1,494.77
		PO-323516	747.38
		PO-323537	502.80
		PO-323553	747.38
		PO-323595	161.99
		PO-323600	747.38
		PO-323627	2,780.90
183784	DENAULT'S HARDWARE	PO-320162	50.85
		PO-320531	54.49
183785	DIGITAL NETWORKS GROUP	PO-322873	7,510.98
183786	DON JOHNSTON INC.	PO-323478	210.12
183787	DUNN-EDWARDS CORP	PO-320322	203.75
183788	BANNERMAN, CARY & KELLY	PV-133206	196.25
183789	BOYER, DAVID OR MELISSA	PV-133207	90.20
183790	BROWN, ALAN & ROBERTA	PV-133208	878.30

Board of Trustees Warrant Listing
===== Fiscal Year: 2012-13 =====
Board of Trustees Meeting.....MARCH 27, 2013

Warrant Number	Name of Payee	Reference Number	Amount
183791	CROWELL, BRIDGETTE	PV-133209	546.70
183792	DAVID OR JENNI QUASS	PV-133217	961.74
183793	FIDEL ORTIZ OR BEVERLY ALLREAD	PV-133216	186.37
183794	FINCH, JASON/NICOLETTE	PV-133210	268.49
183795	HOLT, GARRETT & ADRIANA	PV-133211	35.03
183796	KESHWANI, BOB & JAYSHREE	PV-133212	199.33
183797	KLEIN, JIM & JASKOWIAK, JANNY	PV-133213	142.15
183798	LIDDLE, DREW & LESLIE	PV-133214	226.82
183799	ORTIZ, VICTOR & BRANDY	PV-133215	207.57
183800	SCHWARTZ, TONY OR STEPHANIE	PV-133218	284.76
183801	SHOOK, SIAN	PV-133219	241.39
183802	WALKER, TRENT & MISTY	PV-133220	206.11
183803	AFROUZEH, GOLY	PV-133221	15.26
183804	ANTONIUS, LYNDIA	PV-133222	44.40
183805	BAILEY, REBECCA	PV-133223	83.62
183806	BARBER, ANGELA	PV-133224	33.90
183807	BRAUN, C. ANNE	PV-133225	58.91
183808	BROWN, SUSAN	PV-133226	88.71
183809	COPPAGE, CARRI	PV-133227	84.75
183810	DAVIS, DANIELLE	PV-133228	124.30
183811	ELKINS, KAREN	PV-133229	132.78
183812	HANRATTY-RAJA, JENNIPHER	PV-133232	13.56
183813	HARMAN, NANCY	PV-133230	147.47
183814	HERNANDEZ, MARLO	PV-133231	41.81
183815	HOOPER, GWYNETH	PV-133233	6.78
183816	KAPLAN, PAUL M	PV-133234	31.08
183817	KROGMAN, DEBRAH	PV-133235	93.85
183818	MANZOTTI, MARIA	PV-133236	20.34
183819	MEISSNER, ANDREA	PV-133237	364.43
183820	NIETO, DIANA	PV-133238	133.76
183821	ONDRYAS, BRIANNA	PV-133239	93.24
183822	PINKERTON, DAN	PV-133240	159.33
183823	REISCHL, VIRGINIA	PV-133241	45.20
183824	RIEGERT, KAREN	PV-133242	174.02
183825	STRONG, KARYN	PV-133244	83.62
183826	TALAFUS, SUE	PV-133245	200.69
183827	TRUEBLOOD, MELINDA	PV-133246	61.59
183828	WHITE, BRANDI	PV-133248	84.19
183829	WOBST, JUDY	PV-133247	9.99
183830	WYNNE, LAUREN	PV-133249	76.28
183831	YOTA, DENISE	PV-133250	37.86
183832	ROSS, KIRSTEN	PV-133243	63.85
183833	CB RANCH ENTERPRISES	PO-323765	1,350.00
183834	COMMUNITY ROOTS	PO-320595	141,048.00
183835	COUNTY OF ORANGE	PO-322152	264.00

Board of Trustees Warrant Listing
===== Fiscal Year: 2012-13 =====
Board of Trustees Meeting.....MARCH 27, 2013

Warrant Number	Name of Payee	Reference Number	Amount
183836	Capistrano Connections Academy	PO-320596	1,208,345.00
183837	HERITAGE MUSEUM OF OC	PO-323440	405.00
183838	JFK TRANSPORTATION CO INC	PV-133256	2,445.00
183839	JOURNEY CHARTER SCHOOL	PO-320594	219,117.00
183840	MISSION SAN LUIS REY	PO-323742	496.00
183841	OCEAN INSTITUTE	PO-321779	770.00
		PO-323818	1,125.00
		PO-323823	1,125.00
		PO-323826	1,125.00
183842	OPPORTUNITY FOR LEARNING	PO-320593	106,160.00
183843	OXFORD ACADEMY	PO-320597	522,625.00
183844	PACIFIC COAST SIGHTSEEING	PV-133258	4,258.93
183845	PALI MOUNTAIN INSTITUTE	PO-321443	12,937.50
183846	OPPORTUNITY FOR LEARNING	PV-133259	2,448.34
183847	OC TREASURER	PO-323817	79,018.06
183848	ABSOLUTE COMMUNICATIONS INC	PO-320151	376.00
183849	ACCURATE LABEL DESIGNS	PO-323631	172.95
183850	AIS SPECIALTY PRODUCTS INC	PO-321871	178.10
183851	ALPHA SOUND AND LIGHTING	PO-320153	422.25
		PO-323417	1,826.28
183852	BETTER BUSINESS RECORDS	PO-321453	34.35
183853	BUSWEST	PO-320524	1,199.92
183854	ENET COMPONENTS INC	PO-323436	215.61
		PO-323507	338.82
		PO-323509	431.22
		PO-323557	861.84
183855	FLAGHOUSE INC	PO-323421	88.45
183856	FOLLETT EDUCATIONAL SVC	PO-322878	23.76
		PO-323351	51.00
		PO-323485	702.54
183857	GANAHL LUMBER	PO-320324	1,535.46
183858	GOPHER ATHLETIC/SPORTS	PO-322848	821.84
		PO-323320	118.68
183859	IMAGE 2000	PO-322544	166.52
		PO-323630	57.08
183860	INSIGHT SYSTEMS EXCHANGE	PO-323370	4,251.51
		PO-323515	759.04
183861	JOHN DEERE LANDSCAPES	CM-130054	0.36-
		PO-320330	229.82
		PV-133255	614.56
183862	KELLY PAPER COMPANY	PO-320118	1,398.49
183863	LAWNMOWERS ETC	PO-320824	236.14
		PV-133254	5,109.17
183864	LIBRARY VIDEO COMPANY	PO-323301	76.99
183865	W W GRAINGER INC	PO-323039	10,039.33

Board of Trustees Warrant Listing
===== Fiscal Year: 2012-13 =====
Board of Trustees Meeting.....MARCH 27, 2013

Warrant Number	Name of Payee	Reference Number	Amount
183866	EXECUTIVE ENVIRONMENTAL SVCS	PO-323788	274.56
183867	CORVEL CORPORATION	PO-321565	149,714.83
183868	CAPISTRANO UNIFIED SCHOOL DIST	PO-320116	151,885.09
183869	1 DAY PAINT AND BODY	PO-321585	2,458.32
183870	OFFICE DEPOT	PO-320790	99.18
		PO-321199	119.07
183871	ONE STOP BINDERY	PO-320119	900.00
183872	ONION MOUNTAIN TECH	PO-321771	23.00
183873	ONLINE STORES	PO-323266	338.33
183874	ORANGE COUNTY FIRE PROTECTION	PO-320856	8,760.48
183875	ORANGE COUNTY PROBATION DEPT	PO-320358	1,250.00
183876	OVER NIGHT NUMBERING	PO-320120	86.00
183877	PAC TYPEWRITER & COMM	PO-322600	805.00
183878	PACIFIC GO NATURAL GAS	PO-320551	904.24
183879	PEPPER-LOS ANGELES, J W	PO-320050	255.82
		PO-322737	719.44
183880	QUALITY TOWING	PO-321178	682.00
183881	RADIO SHACK	PO-320181	332.01
183882	RINCON TRUCK PARTS	PO-322603	2,073.18
183883	RUFFS SAW SERVICE	PO-320128	48.00
183884	SIGNS BY CREATIONS UNLIMITED	PO-321266	62.64
183885	SKYLIGHT PUBLISHING	PV-133260	269.44
183886	SMOG EXPRESS	PO-320557	221.80
183887	SPARTAN TOOL DIVISION	PO-321446	677.12
		PO-323789	345.48
183888	TONY'S LOCKSMITH SERVICE	PO-320266	297.00
183889	TRUCPAR CO	PO-320563	2,945.32
183890	TUTTLE-CLICK FORD	PO-320564	59.57
183891	BUNDY, KEN & LINDA	PO-321796	5,375.00
183892	CORNERSTONE THERAPIES	PO-322431	200.00
183893	DIPKO, JEMILETH AND MARK	PO-320217	1,180.00
183894	GARCIA, IRMA R.	PO-320294	4,102.20
183895	LCRA TRUST	PO-321570	5,355.00
183896	MENDE PSY.D, SYLVIA	PO-320983	11,456.65
183897	MOLDAUER, PAMELA S.	PO-321287	2,100.00
183898	OAK GROVE INSTITUTE	PO-320225	10,404.86
		PO-320226	10,404.86
183899	PATTERSON, PAMELA	PO-320213	125.00
183900	ROBINSON & KELLAR	PO-323735	150.00
183901	SHACK-LAPPIN, CAROL	PO-321191	2,043.75
183902	SPEECH & LANGUAGE DEVEL	PO-320232	4,480.25
		PO-320233	4,900.25
		PO-320234	2,955.50
		PO-320235	3,029.25
		PO-320236	3,499.25

Board of Trustees Warrant Listing
===== Fiscal Year: 2012-13 =====
Board of Trustees Meeting.....MARCH 27, 2013

Warrant Number	Name of Payee	Reference Number	Amount
183903	WESTSHIELD ADOLESCENT SERVICES	PO-320337	2,191.70
183904	24 HORAS DE TUTORIA	PO-322504	4,085.84
183905	BESTGEN, MARY	PO-321569	480.00
183906	CALINK INSTITUTE	PO-322241	1,800.00
183907	CAMPCO	PO-321480	9,802.10
183908	PROFESSIONAL TUTORS OF AMERICA	PO-321166	3,861.00
		PO-322211	3,043.00
183909	SYLVAN LEARNING CTR OF LAGUNA	PO-322604	2,608.50
183910	YMCA OF ORANGE COUNTY	PO-321712	2,025.00
		PO-323613	2,400.00
183911	CHANCY & BRUCE EDUC. RESOURCES	PO-323747	150.00
183912	STEIN, CHRISTINE	PO-321172	3,024.00
183913	ATKINSON ANDELSON LOYA	PO-320706	2,432.26
		PO-321340	146.83
		PO-321513	62.77
183914	DANNIS WOLIVER KELLEY	PO-321980	931.00
183915	DEPT OF GENERAL SERVICES	PO-323736	4,416.00
183916	HARBOTTLE LAW GROUP	PO-321101	16,854.82
183917	T DAVIS & ASSOCIATES INC	PO-320327	3,750.00
183918	BARI, KATHY	PV-133262	45.00
183919	BENE, CHERI	PV-133277	257.35
183920	CAPPO	PO-323784	507.00
183921	CARLISLE, TERESA	PV-133261	5.00
183922	COLLEGE BOARD, THE	PO-323672	410.00
183923	HATCHEL, JULIE	PV-133276	76.85
183924	KAROLYS, ANDREA	PV-133278	451.33
183925	LATINO FAMILY LITERACY PROJECT	PO-323272	200.00
183926	NATL SCIENCE TEACHERS ASSOC	PO-323495	225.00
183927	OCMC	PO-323639	180.00
183928	REGENTS UNIVERSITY OF CA IRVIN	PO-322549	120.00
		PO-322598	40.00
183929	MARKERBOARD PEOPLE	PO-323644	33.95
183930	MISSION AUTO SERVICE	PO-323579	3,220.45
183931	NATIONAL NETWORK OF DIGITAL	PO-321527	488.00
183932	OFFICE DEPOT	PO-320790	118.42
		PO-321199	58.43
183933	ONE STOP BINDERY	PO-320119	105.00
183934	ORANGE COUNTY FIRE PROTECTION	PO-320856	934.20
183935	OVER NIGHT NUMBERING	PO-320120	71.50
183936	PACIFIC GO NATURAL GAS	PO-320551	539.86
183937	PEPPER-LOS ANGELES, J W	PO-322737	632.49
183938	PHONAK INC	PO-323489	3,048.88
183939	PITNEY BOWES/PRESORT SERVICES	PO-320132	120.64
183940	PRAXAIR	PO-320552	167.59
183941	PRECISION SPEEDOMETER SR	PO-320574	347.92

Board of Trustees Warrant Listing
===== Fiscal Year: 2012-13 =====
Board of Trustees Meeting.....MARCH 27, 2013

Warrant Number	Name of Payee	Reference Number	Amount
183942	PREMIERE WATER SERVICES	PO-320508	1,025.00
183943	PRINT & FINISHING SOLUTIONS	PO-320127	150.84
183944	PROSURFACE	PO-323451	2,345.00
183945	PRUDENTIAL OVERALL SUP	PO-320124	131.44
		PO-322416	79.59
183946	PSYCHEMEDICS	PO-320110	111.80
183947	PYRAMID WIRE & CABLE INC.	PO-320180	1,259.26
		PO-322648	237.04
		PO-322713	32.83
		PO-322750	1,567.34
		PO-323248	515.06
183948	READ NATURALLY	PO-322985	716.40
183949	REAL OT SOLUTIONS	PO-322957	332.72
183950	REEL LUMBER	PO-323521	2,278.53
183951	REHABMART LLC	PO-322754	39.66
		PO-322983	88.97
183952	RICKS TRAILER SUPPLY	PO-320554	310.93
183953	RIDDELL/ALL AMERICAN	PO-322542	1,166.23
183954	RINCON TRUCK PARTS	PO-320575	5,792.07
		PO-322603	1,644.49
183955	RIVERSIDE PUBL CO	PO-322394	371.58
183956	RJM LIFTGATE REPAIR	PO-323258	1,220.04
183957	SADDLEBACK EDUCATIONAL PUBLISH	PO-322825	248.27
183958	SADDLEBACK GOLF CARS	PO-321249	195.87
		PO-321947	33.03
183959	SAFETY KLEEN CORP	PO-321902	603.85
183960	SCHOLASTIC EDUCATION INC	PO-321429	5,800.78
		PO-321616	3,672.02
		PO-322038	249.14
183961	SCHOLASTIC INC	PO-320305	1,517.62
183962	SCHOLASTIC INC	PO-322533	213.78
183963	SCHOLASTIC INC	PO-322044	736.48
183964	SCHOLASTIC LIBRARY PUBLISHING	PO-322912	111.85
183965	SMOG EXPRESS	PO-320557	49.95
183966	TRUCPAR CO	PO-320563	420.45
183967	OFFICE DEPOT	PO-321110	241.82
183968	CITY OF SAN JUAN CAPISTRANO	PO-320307	2,752.87
183969	E. STEWART AND ASSOCIATES	PO-323447	6,520.00
183970	MOULTON NIGUEL WATER	PO-320310	3,229.82
183971	SAN DIEGO GAS & ELECTRIC	PO-321103	73,087.92
183972	SANTA MARGARITA WATER	PO-320311	1,410.92
183973	SO CAL GAS CO	PO-320314	13,951.85
183974	SO COAST WATER DIST	PO-320312	611.51
183975	SOUTHERN CALIFORNIA EDISON	PO-320313	22,023.84
183976	BANH, JULIE/NAM	PV-133264	782.68

Board of Trustees Warrant Listing
===== Fiscal Year: 2012-13 =====
Board of Trustees Meeting.....MARCH 27, 2013

Warrant Number	Name of Payee	Reference Number	Amount
183977	BOYD, VALERIE	PV-133265	124.07
183978	BRESSLER, ERIC & KATHY	PV-133266	113.90
183979	CAPAY, PONCIANO OR MARIA	PV-133267	297.23
183980	LAW, YUET	PV-133268	197.30
183981	LEVENDOSKI, RICHARD OR LEA	PV-133269	854.07
183982	MICHEL, WALTER &/OR NANCY	PV-133270	149.18
		PV-133271	199.80
183983	MURO, JUAN/SOPHIA	PV-133272	109.84
183984	STEMPSON, KATHY	PV-133273	640.03
183985	VAN EKELENBURG, DEL OR NOOSHIN	PV-133275	422.33
183986	A Z BUS SALES INC	PO-320567	1,561.08
		PO-320848	5,611.37
183987	ABATEC INC	PO-321372	9,235.00
183988	ADAPTIVEMALL.COM	PO-323317	2,240.00
183989	AMDI	PO-323087	550.00
183990	APPLE COMPUTER INC	PO-323670	3,548.83
		PO-323750	582.12
		PO-323770	433.92
		PO-323771	433.92
183991	BATTERY SYSTEMS	PO-321716	349.19
183992	BLAIRS TOWING INC	PO-322329	250.00
183993	BOYCE INDUSTRIES	PO-320523	667.40
183994	CAL-STATE AUTO PARTS INC	PO-320525	383.00
183995	CAMCOR INC	PO-323728	528.12
183996	CINTAS	PO-323223	62.29
183997	CINTAS CORP	PO-320245	60.56
		PO-320319	664.82
183998	CINTAS CORPORATION #640	PO-320527	515.87
183999	CROWN VALLEY TRANS	PO-321058	1,664.00
184000	DELL MARKETING L P	PO-323548	1,005.61
		PO-323603	735.56
		PO-323666	2,774.16
		PO-323704	674.52
184001	DPF FILTER SALES & CLEANING	PO-323479	753.36
184002	ENET COMPONENTS INC	PO-323360	277.21
184003	FACTORY MOTOR PARTS	PO-320537	509.45
184004	FOLLETT EDUCATIONAL SVC	PO-323486	389.83
184005	GRAPHIC SYSTEMS	PO-320123	334.82
184006	IPC USA	PO-320542	28,216.65
184007	JOHNSTONE SUPPLY	PO-322735	4,944.69
184008	KELLY PAPER COMPANY	PO-320118	497.90
184009	LAKESHORE	PO-323427	1,226.56
184010	LAKESHORE LEARNING MATLS	PO-323585	111.83
184011	LINGUI SYSTEMS INC	PO-323311	521.75
		PO-323546	175.00

Board of Trustees Warrant Listing
===== Fiscal Year: 2012-13 =====
Board of Trustees Meeting.....MARCH 27, 2013

Warrant Number	Name of Payee	Reference Number	Amount
184012	SCHOOL MATE	PO-320507	905.65
184013	SCHOOL OUTFITTERS.COM	PO-322255	1,063.03
184014	SCHOOL SPECIALTY	PO-322226	318.72
184015	SCIENCE KIT & BOREAL LAB	PO-321943	82.43
		PO-322582	107.64
184016	SEHI COMPUTER	PO-320360	867.24
		PO-323187	173.40
		PO-323737	326.70
184017	SELECT EQUIPMENT SALES INC	PO-320134	811.86
184018	SHI	PO-323294	178,134.90
184019	SKYLINE PEST CONTROL	PO-320682	660.00
184020	SMART & FINAL	PO-320371	324.26
		PO-321354	180.71
		PO-321497	298.59
		PO-321610	95.01
		PO-322016	100.91
		PO-323278	27.29
184021	SNAP-ON TOOLS INDUSTRIAL	PO-323199	1,371.34
		PO-323783	581.56
184022	SOUTH COAST ANSWERING SERVICE	PO-320194	234.03
184023	SOUTHERN COUNTIES LUBRICANTS	PO-322686	286.90
184024	SPARTAN TOOL DIVISION	PO-323789	1,022.60
184025	SPICERS PAPER CO	PO-322675	2,756.96
184026	SPORTS FACILITIES GROUP INC	PO-320825	3,143.79
		PO-322872	16,878.00
184027	STATE WATER RES CTRL BRD	PO-320560	1,359.00
184028	SUPER DUPER INC.	PO-322680	223.00
		PO-323488	189.00
184029	SUPPLY LINE BUILDING MATERIALS	PO-320202	160.39
184030	TEACHERS DISCOVERY	PO-322112	95.40
184031	THERAPY SHOPPE	PO-321769	30.98
		PO-322481	193.40
184032	TRITON AIR INC	PO-323781	1,369.62
184033	TUTTLE-CLICK FORD	PO-321283	1,536.09
184034	UNIQUE SWEEPING	PO-320855	270.00
184035	UNITED PARCEL SERV	PV-133279	5,000.00
184036	VANGUARD FLOORING INC	PO-323168	948.04
184037	VERIZON WIRELESS	PO-322273	108.12
		PO-322352	2,572.17
		PO-322647	1,478.00
184038	VORTEX	PO-320854	374.00
184039	WESTERN GRAPHIX	PO-320269	175.00
184040	YALE CHASE EQUIPMENT AND	PO-321650	621.56
184041	UNUM LIFE INSURANCE	PO-320113	8,953.56
184042	ASCIP	PO-323713	86,834.30

Board of Trustees Warrant Listing
===== Fiscal Year: 2012-13 =====
Board of Trustees Meeting.....MARCH 27, 2013

Warrant Number	Name of Payee	Reference Number	Amount
184043	ASCIP	PO-323716	60,000.00
		527 Warrants	\$4,338,771.93

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
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
Southwest School and Office Supply	Placentia Yorba Linda, Bid No. 211-12, Supplies	1/25/2012
Staples Advantage	County of Orange Master Agreement No. MA-017-10011795 - Office Supplies	9/14/2010
Staples Advantage	County of Orange Master Agreement No. MA-017-10011795 - Office Supplies	5/23/2012
Stradling Yocca Carlson & Rauth	RFQ No. 10-0809 General Legal Services	12/15/2009
Stutz, Artiano, Shinoff and Holtz	RFQ No. 10-0809 General Legal Services	12/15/2009
Sysco Food Services of L.A.	Bid No. 1011-14 Grocery Products	5/9/2011

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

VENDOR	TITLE	BOARD APPROVAL DATE
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 3/11/13 | **2012-13**

112650 A & R WHOLESALE DISTRIBUTORS	404,970.34
145322 AMS.NET INC	317,823.58
112173 ASCIP	1,911,021.30
118161 CAPISTRANO CONNECTIONS ACADEMY	6,493,874.05
130027 CAPISTRANO UNIFIED	2,831,646.85
120141 CAPISTRANO UNIFIED SCHOOL DIST	2,249,472.97
043026 CIGNA	273,484.06
146265 COMMUNITY ROOTS	703,256.00
142967 CORVEL CORPORATION	961,791.06
122828 CORVEL ENTERPRISE COMP INC	1,240,620.36
146266 COUNTY OF ORANGE	444,934.32
112600 COX COMMUNICATIONS	332,225.45
100058 CUSD	3,000,000.00
114146 GOLD STAR FOODS INC	1,045,028.99
130047 HOLLANDIA DAIRY INC.	382,598.55
144880 IPC USA	618,703.23
105873 JOURNEY CHARTER SCHOOL	1,092,499.00
145542 KEY GOVERNMENT FINANCE INC	304,142.95
120832 METROPOLITAN EMPLOYEES	32,892,646.17
100369 OCEANVIEW SCHOOL	304,512.00
113144 OPPORTUNITY FOR LEARNING	838,726.41
066570 ORANGE COUNTY DEPT OF EDUC	4,007,800.41
146264 OXFORD ACADEMY	2,605,768.00
078255 SAN DIEGO GAS & ELECTRIC	3,825,286.47
081031 SCOTT FORESMAN	489,915.83
084100 SO CA GAS CO	263,476.11
122718 SOUTHERN CALIFORNIA EDISON	1,080,846.67
147457 UNION BANK- ACCT# 6745034800	2,433,427.94
102879 US BANK	1,567,864.09
036075 W W GRAINGER INC	280,088.15
099210 XEROX CORPORATION	1,646,116.70

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Pacific Life Foundation	\$3,000.00	Instructional Supplies	Aliso Niguel High School
Pacific Life Foundation	\$3,000.00	Instructional Materials	Bathgate Elementary School
Bergeson Elementary School Foundation	\$527.41	Instructional Supplies	Bergeson Elementary School
Bergeson Elementary School Foundation	\$445.00	Ocean Institute Assembly	Bergeson Elementary School
Bergeson Elementary School Foundation	\$405.00	Field Trip	Bergeson Elementary School
Bergeson Elementary School Foundation	\$210.17	Non-Instructional Materials	Bergeson Elementary School
Mr. and Mrs. Douglas Merrill	\$250.00	Instructional Supplies	Bernice Ayer Middle School
Pacific Life Foundation	\$3,000.00	Instructional Supplies	Canyon Vista Elementary School
Pacific Life Foundation	\$5,500.00	Instructional Supplies	Chaparral Elementary School
Dana Hills High School PTSA	\$138.00	Campus Beautification	Dana Hills High School
Pacific Life Foundation	\$3,500.00	Instructional Supplies	Dana Hills High School
Dana Hills High School PTSA	\$528.12	Instructional Supplies	Dana Hills High School
Friends of the Sea Lion, Incorporated	\$165.00	Instructional Supplies	Del Obispo Elementary School
Don Juan Avila Elementary School PTA	\$9,816.00	Field Trip	Don Juan Avila Elementary School
Pacific Life Foundation	\$3,000.00	Instructional Materials	Don Juan Avila Elementary School
Jostens		Dell Desktop Computer	Don Juan Avila Middle School
Jostens		Dell Desktop Computer	Don Juan Avila Middle School
Jostens		iMac Desktop Computer	Don Juan Avila Middle School
Jostens		iMac Desktop Computer	Don Juan Avila Middle School
Jostens		iMac Desktop Computer	Don Juan Avila Middle School
Vending Plus	\$196.00	Non-Instructional Materials	Hidden Hills Elementary School
Hidden Hills Elementary School PTA	\$2,209.05	Meet the Masters Program	Hidden Hills Elementary School
Ladera Ranch Education Foundation	\$750.00	Instructional Supplies	Ladera Ranch Elementary School
Ladera Ranch Education Foundation	\$8,000.00	Instructional Materials	Ladera Ranch Elementary School
CR&R	\$1,112.20	Instructional Materials	Ladera Ranch Middle School
Lifetouch National School Studios	\$1,286.00	Instructional Materials	Ladera Ranch Middle School
Las Flores Elementary School Booster Club	\$2,115.36	Field Trip Transportation	Las Flores Elementary School
Las Flores Elementary School Booster Club	\$1,320.00	Teacher Stipends for Camp	Las Flores Elementary School
Pacific Life Foundation	\$3,500.00	Instructional Supplies	Las Flores Elementary School
The Leonard Family Foundation	\$225,000.00	Instructional Supplies	Las Palmas Elementary School
Smart & Final Charitable Foundation	\$100.00	Instructional Supplies	Las Palmas Elementary School
Edison	\$75.00	Instructional Supplies	Las Palmas Elementary School
Marco Forster Middle School PTSA	\$3,442.82	Non-Instructional Materials	Marco Forster Middle School
Oso Grande Elementary School PTA	\$1,249.90	Instructional Supplies	Oso Grande Elementary School
Oso Grande Elementary School PTA	\$1,576.75	Instructional Supplies	Oso Grande Elementary School
Pacific Life Foundation	\$3,500.00	Instructional Supplies	Oso Grande Elementary School
Palisades Elementary School PTA	\$19,148.90	Instructional Supplies	Palisades Elementary School
Edison	\$72.00	Instructional Supplies	Palisades Elementary School
Edison	\$72.00	Instructional Supplies	Palisades Elementary School
Pacific Life Foundation	\$2,500.00	Instructional Supplies	Palisades Elementary School
CUSD Foundation	\$10,000.00	Instructional Supplies	Palisades Elementary School
Pacific Life Foundation	\$3,000.00	Instructional Materials	Palisades Elementary School
Philip J. Reilly School PTA	\$1,755.00	5th Grade Field Trips	Philip J. Reilly Elementary School
Pacific Life Foundation	\$3,500.00	Instructional Supplies	San Clemente High School

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Shorecliffs Educational Foundation	\$101.25	Non-Instructional Materials	Shorecliffs Middle School
City of San Clemente	\$6,500.00	ACTIVATE Program	Shorecliffs Middle School
Tijeras Creek Elementary Booster Club	\$426.00	Student Supervisor for Special Recess	Tijeras Creek Elementary School
Benedict Elementary Booster Club Class of 2013	\$596.00		Truman Benedict Elementary School
Truman Benedict PTA	\$1,435.00	Imagination Machine Assembly	Truman Benedict Elementary School
Mr. Bob Reinhart		Assorted Art Supplies	Truman Benedict Elementary School
Mrs. Marie T. Arazate	\$125.00	Early Childhood Program	Viejo Learning Link
Mako Foundation	\$958.25	Instructional Materials	Vista del Mar Middle School
Mako Foundation	\$2,825.16	Instructional Materials	Vista del Mar Middle School
Mako Foundation	\$1,065.96	Instructional Materials	Vista del Mar Middle School
Wood Canyon Elementary School PTA	\$37.24	Instructional Supplies	Wood Canyon Elementary School
	\$343,035.54		

2012-2013 DISTRICT STANDARDIZED

INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, AND MASTER CONTRACT AGREEMENTS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	INITIAL CONTRACT TERM	NOT TO EXCEED
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	\$ 6,000.00
PSA	1213186	3	Special Ed	Lifesigns, Inc.	Provide Interpreting Services to CUSD Students	3/28/13-3/27/14	\$ 5,000.00
ICA	1213189	5	Appropriate Project Funds	Mike Schmoker	Provide Project Engineering Services for Construction Projects as needed by the District	3/28/13-3/27/14	\$ 80,000.00

\$ 91,000.00

AMENDMENTS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	INITIAL CONTRACT TERM	NOT TO EXCEED	CONTRACT INCREASED AMOUNT
ICA	1213174	3	PTA	The Imagination Machine	Provides Educational Assemblies to Enhance Student's Creativity and Writing Skills	2/14/13-2/13/14	Special Conditions	
MCA *	1213044	2	Special Ed	Leisure Care Referral Agency	Nursing Services	70/11/12-6/30/13	\$ 244,600.00	\$ 19,600.00
MCA *	1213074	3	Special Ed	Pilha Speech & Learning Center	Language and Speech Development and Remediation	70/11/12-6/30/13	Revised Fee Schedule	
ICA	1213126	3	Education	Club Z! In-Home Tutoring Services, Inc.	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/12-11/14/13	\$ 18,203.58	\$ 10,288.98
ICA	1213129	3	Education	#1 WE CAN, Quer es Poder	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/12-11/14/13	\$ 8,706.06	\$ 791.46
ICA	1213131	3	Education	!AAA! ACADEMICS	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/12-11/14/13	\$ 17,412.12	\$ 9,497.52
ICA	1213132	3	Education	24 Horas de Tutoria	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/12-11/14/13	\$ 17,412.12	\$ 9,497.52
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	\$ 14,977.74	\$ 7,063.14
ICA	1213141	3	Education	#1 Academic Tutoring, Inc	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/12-11/14/13	\$ 9,497.52	\$ 1,582.92
ICA	1213142	3	Education	! ! A ! Tutoria !	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/12-11/14/13	\$ 8,706.06	\$ 791.46
ICA	1213149	3	Education	!Ace Tutoring Services, Inc.	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/12-11/14/13	\$ 35,615.70	\$ 27,701.10
ICA	1213151	3	Education	Oxford Tutoring Center	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/12-11/14/13	\$ 58,568.04	\$ 42,738.84
ICA	1213152	3	Education	iAprende! Tutoring	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/12-11/14/13	\$ 49,070.52	\$ 33,241.32
ICA	1213153	3	Education	Professional Tutors of America Inc.	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/12-11/14/13	\$ 31,658.40	\$ 3,957.30
ICA	1213156	3	Education	Teach-n-Tutor, Inc.	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/12-11/14/13	\$ 15,829.20	\$ 7,914.60

INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, AND MASTER CONTRACT AGREEMENTS

130

RATIFY

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	INITIAL CONTRACT TERM	NOT TO EXCEED	
ICA	1213188	3	SLIBG	NCS, Pearson, Inc.	Provide Master Schedule Building Workshops/Conferences to CUSD Staff	3/19/13-3/18/14	\$ 14,460.00	
PSA	1213190	3	Special Ed	Soliant Health, Inc.	Provide Sign Language Interpreter Services	3/18/13-3/17/14	\$ 46,900.00	

\$ 61,360.00

AMENDMENT RATIFICATION

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	INITIAL CONTRACT TERM	NOT TO EXCEED	
PSA	1213119	3	Special Ed	Stepping Stones Speech Pathology	Provide Speech Language Pathology Services to CUSD Students	9/25/12-9/24/13	Revised Fee Schedule	

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.



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.

☒ [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: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONSULTANT

Signature: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

FEIN/SSN _____

EXHIBIT A

EDUCATIONAL TESTING AND ASSESSMENT, INC.

Dr. Chris Davidson
Licensed Educational Psychologist 2138
714-840-8625 (Office) 714-840-9186 (Fax)
www.Drdavidson.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: _____

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: _____



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").

LIFESIGNS, 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 \$5,000.00 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.

☒ [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: _____

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

LIFESIGNS, Inc.
2222 Laverna Avenue
Los Angeles, CA 90041
(323) 550-4210
(888)930-7776 Toll-Free
(323)550-4215 FAX

Interpreter services
\$70.00 per hour with a 2 hour on-site minimum

Emergency rate of \$80 per hour for any service request made with less than 72 hours (3 Business days) notice for the first day of service. Any subsequent days of services for the initial request will be charged at the \$70.00 per hour rate.

Cancellations must occur greater than 24 hours before a 2 hour assignment and greater than 48 business hours before an assignment longer than 2 hours to avoid full charge.

In the event of student absence the District may reassign interpreter to a different location within the Capistrano Unified School District attendance area; the current IRS mileage rate may be charged for travel between locations.

By: _____ Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted 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 contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

MIKE SCHMOKER

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 \$80,000 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 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 _____

Mike Schmoker
25 Hillgate Place
Aliso Viejo, CA 92656

March 8, 2013


John Forney
Executive Director Facilities
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

SUBJECT: Proposal for Project Engineering Services to Capistrano Unified School District

Mr. Forney,

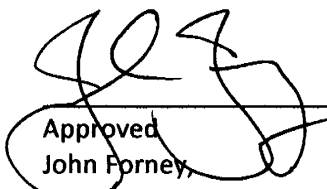
I am please to submit this Proposal for Project Engineering services to Capistrano Unified School District on an as need basis for an hourly rate of \$80/hour.

Respectfully Submitted,



Submitted
Mike Schmoker

3-8-13
Date



Approved
John Forney,
Executive Director Facilities

3/11/13
Date

**AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213174**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

THE IMAGINATION MACHINE

Independent Contractor Agreement No. ICA 1213174 called for services to be rendered at the rates shown in the agreement. This amount may be increased by mutual agreement of both parties by written amendment.

The Independent Contractor Agreement No. ICA 1213174 shall be amended by special conditions as shown in Exhibit A.

Except as set forth in this Amendment, and Board approved on February 13, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

The Imagination Machine

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

EXHIBIT A

SPECIAL CONDITIONS

Contract ICA 1213174
The Imagination Machine

Delete Article 6. Delete Copyright/Trademark/Patent, in its entirety, and replace with Article 6 below.

6. Copyright/Trademark/Patent Contractor owns copyright, name and trademark. District is afforded the use of such name and trademark for the purpose of this performance only. All written materials (stories written by Capistrano Unified School District students), and copyrights thereof shall remain the property of said students.

By:

Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of 2-14-13, 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").

THE IMAGINATION MACHINE

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 \$10,000 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 2/14/13-2/13/14 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

CONTRACTOR

By: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 2/13/13

Signature Jenny McGilchrey

Name: Jenny McGilchrey

Title: Business Admin Mgr.

Address 17385 Santiago Bl #107-345
Villa Park, CA 92661

Email Address: office@theimagination

FEIN/SSN 33-0464233



Jan 28, 2013

To: Donna Antifae, Capo USD

From: Jenny McGlinchey, Business Admin Mgr. – The Imagination Machine

Subject - Fees

Hi Donna –

Fees for The Imagination Machine assemblies are as follows:

1 performance - \$675

Ea Add'l show - \$350

(Performances occurring at one site on the same day.)

If there is a break of an hour, or more, between the end of one performance, and the beginning of the next, there will be an additional, prorated \$50/hour fee. (i.e. 1 hr = \$50, 1.5 hrs = \$75, 2 hrs = \$100. Expect performances to run approx 45 min from scheduled start time.)

Travel fees range from \$50-75, depending on the specific school location, and anticipated travel time involved.

In the case of Crown Valley, they have requested two performances. Their performance fees are \$1,025, plus a \$60 travel fee.

Total = \$1,085

Please call or email with any questions.

Jenny McGlinchey
Business Admin Mgr
The Imagination Machine
714-771-2499
office@theimaginationmachine.com

**AMENDMENT TO MASTER CONTRACT AGREEMENT
NO 3. MCA 1213044**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

LEISURE CARE REFERRAL AGENCY

Master Contract Agreement No. MCA 1213044 called for services to be rendered at the rates shown in the agreement.

The “not to exceed” amount on Master Contract Agreement No. MCA 1213044 shall be increased to \$244,600 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.

Board Approval Date: _____

**AMENDMENT TO MASTER CONTRACT AGREEMENT
NO 2. MCA 1213044**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

LEISURE CARE REFERRAL AGENCY

Master Contract Agreement No. MCA 1213044 called for services to be rendered at the rates shown in the agreement.

The “not to exceed” amount on Master Contract Agreement No. MCA 1213044 shall be increased to \$225,000 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.

Board Approval Date: February 27, 2013

**AMENDMENT TO MASTER CONTRACT AGREEMENT
NO. MCA 1213044**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

LEISURE CARE REFERRAL AGENCY

Master Contract Agreement No. MCA 1213044 called for services to be rendered at the rates shown in the agreement.

The contract with Leisure Care Referral Agency 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

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____



MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of June 12, 2012, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor").

LEISURE CARE REFERRAL AGENCY

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 and shall not exceed \$90,000.00 in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2012 through June 30, 2013.

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

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

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

"DISTRICT"

By: _____
 Name: Clark D. Hampton
 Title: Deputy Superintendent
 Board Approval Date: _____

"CONTRACTOR"

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

Exhibit A

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013**

EXHIBIT A: RATES

CONTRACTOR <u>The LCNR Inc., DBA Leisure Care</u>	<u>1A-30-143</u>	<u>2012-2013</u>
(NONPUBLIC SCHOOL OR AGENCY)	CONTRACTOR NUMBER	(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 5 **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
_____	_____
_____	_____
_____	_____

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

B. Related Services

- | | | |
|---|---------|----------|
| (1) a. Transportation – Round Trip | _____ | _____ |
| b. Transportation – One Way | _____ | _____ |
| c. Public Transportation | _____ | _____ |
| (2) a. Educational Counseling – Individual | _____ | _____ |
| b. Educational Counseling – Group of ____ | _____ | _____ |
| c. Counseling – Parent | _____ | _____ |
| (3) a. Adapted Physical Education – Individual | _____ | _____ |
| b. Adapted Physical Education – Group | _____ | _____ |
| (4) a. Language and Speech Therapy – Individual | _____ | _____ |
| b. Language and Speech Therapy – Group | _____ | _____ |
| c. Language and Speech Therapy – Per diem | _____ | _____ |
| d. Language and Speech – Consultation Rate | _____ | _____ |
| (5) a. Additional Classroom Aide – Individual (must be authorized on IEP) | _____ | _____ |
| c. Additional Instructional Assistant – Group of 3 | _____ | _____ |
| (6) Intensive Special Education Instruction** | _____ | _____ |
| (7) a. Occupational Therapy – Individual | _____ | _____ |
| b. Occupational Therapy – Group | _____ | _____ |
| c. Occupational Therapy – Consultation Rate | _____ | _____ |
| (8) Physical Therapy | _____ | _____ |
| (9) a. Behavior Intervention - | _____ | _____ |
| b. Behavior Intervention – Supervision | _____ | _____ |
| (10) Nursing Services | _____ | _____ |
| a. Licensed Vocational Nurse (LVN) | \$35.00 | Per hour |
| (11) Residential Board and Care | _____ | _____ |
| (12) 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 12, 2012, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor").

LEISURE CARE REFERRAL AGENCY

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 and shall not exceed \$90,000.00 in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2012 through June 30, 2013.

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

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

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

"DISTRICT"

By: _____
 Name: Clark D. Hampton
 Title: Deputy Superintendent
 Board Approval Date: _____

"CONTRACTOR"

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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013**

EXHIBIT A: RATES

CONTRACTOR	<u>The LCNR Inc., DBA Leisure Care</u>	<u>1A-30-143</u>	<u>2012-2013</u>
(NONPUBLIC SCHOOL OR AGENCY)		CONTRACTOR NUMBER	(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 5 **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
_____	_____
_____	_____
_____	_____

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

B. Related Services

- | | | |
|---|---------|----------|
| (1) a. Transportation – Round Trip | _____ | _____ |
| b. Transportation – One Way | _____ | _____ |
| c. Public Transportation | _____ | _____ |
| (2) a. Educational Counseling – Individual | _____ | _____ |
| b. Educational Counseling – Group of _____ | _____ | _____ |
| c. Counseling – Parent | _____ | _____ |
| (3) a. Adapted Physical Education – Individual | _____ | _____ |
| b. Adapted Physical Education – Group | _____ | _____ |
| (4) a. Language and Speech Therapy – Individual | _____ | _____ |
| b. Language and Speech Therapy – Group | _____ | _____ |
| c. Language and Speech Therapy – Per diem | _____ | _____ |
| d. Language and Speech – Consultation Rate | _____ | _____ |
| (5) a. Additional Classroom Aide – Individual (must be authorized on IEP) | _____ | _____ |
| c. Additional Instructional Assistant – Group of 3 | _____ | _____ |
| (6) Intensive Special Education Instruction** | _____ | _____ |
| (7) a. Occupational Therapy – Individual | _____ | _____ |
| b. Occupational Therapy – Group | _____ | _____ |
| c. Occupational Therapy – Consultation Rate | _____ | _____ |
| (8) Physical Therapy | _____ | _____ |
| (9) a. Behavior Intervention - | _____ | _____ |
| b. Behavior Intervention – Supervision | _____ | _____ |
| (10) Nursing Services | _____ | _____ |
| a. Licensed Vocational Nurse (LVN) | \$38.00 | Per hour |
| (11) Residential Board and Care | _____ | _____ |
| (12) Residential Mental Health Services | _____ | _____ |

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

**By credentialed Special Education Teacher.

**AMENDMENT TO MASTER CONTRACT AGREEMENT
NO 2. MCA 1213074**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PLIHA SPEECH AND LEARNING CENTER

Professional Services Agreement No. MCA 1213074 called for services to be rendered at the rates shown in the agreement.

The fee schedule on Professional Services Agreement No. MCA 1213074 shall be amended to include additional services as requested by the District.

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

DISTRICT

CONSULTANT

Capistrano Unified School District

Pliha Speech and Learning Center

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013**

EXHIBIT A: RATES

CONTRACTOR Pliha Speech & Learning Center **1A-30-169**

2012-2013

(NONPUBLIC SCHOOL OR AGENCY)

CONTRACTOR NUMBER

(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 5

If blank, the number shall be as determine by CDE Certification.

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

Payment under this contract may not exceed

Total LEA enrollment may not exceed

Rate	Period

A. Basic Education Program/Special Education Instruction

Basic Education Program/Dual Enrollment

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

B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Public Transportation		
	d. 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		
(4)	a. Language and Speech Development and Remediation	\$85.00	Per-hour
	b. Language and Speech Therapy – IEE Assessment	125.00	Per-hour
	c. Language and Speech Therapy –		
	d. 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 – School site		
	c. Occupational Therapy – Home/Hospital		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	c. Behavior Intervention – Clinical Director		
(10)	Nursing Services		
(11)	Residential Board and Care		
(12)	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 28, 2012, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor").

PLIHA SPEECH & LEARNING CENTER

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2002) 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.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2012 through June 30, 2013.

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

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

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

"DISTRICT"

"CONTRACTOR"

By: 

By: 

Name: Clark D. Hampton

Name: Pliha Speech & Learning Center

Title: Deputy Superintendent

Title: Director

Board Approval Date:

Email address: b.pliha@att.net

PRINT NAME _____

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013**

EXHIBIT A: RATES

CONTRACTOR Pliha Speech & Learning Center 1A-30-169 2012-2013

(NONPUBLIC SCHOOL OR AGENCY) **CONTRACTOR NUMBER** **(CONTRACT YEAR)**

Per CDE Certification, total enrollment may not exceed 5 **If blank, the number shall be as determine by CDE Certification.**

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

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

Rate	Period
_____	_____
_____	_____
_____	_____

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

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

B. Related Services

- | | | |
|---|---------|----------|
| (1) a. Transportation – Round Trip | _____ | _____ |
| b. Transportation – One Way | _____ | _____ |
| c. Public Transportation | _____ | _____ |
| d. 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 | _____ | _____ |
| (4) a. Language and Speech Development and Remediation | \$85.00 | Per-hour |
| b. Language and Speech Therapy – | _____ | _____ |
| c. Language and Speech Therapy – | _____ | _____ |
| d. 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 – School site | _____ | _____ |
| c. Occupational Therapy – Home/Hospital | _____ | _____ |
| (8) Physical Therapy | _____ | _____ |
| (9) a. Behavior Intervention | _____ | _____ |
| b. Behavior Intervention – Supervision | _____ | _____ |
| c. Behavior Intervention – Clinical Director | _____ | _____ |
| (10) Nursing Services | _____ | _____ |
| (11) Residential Board and Care | _____ | _____ |
| (12) Residential Mental Health Services | _____ | _____ |

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

**By credentialed Special Education Teacher.

**AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213126**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

CLUB Z! IN-HOME TUTORING SERVICES

Independent Contractor Agreement No. ICA 1213126 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Independent Contractor Agreement No. ICA 1213126 shall be amended to \$18,203.58 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

Club Z! In-Home Tutoring Services

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").

CLUB Z! IN-HOME TUTORING SERVICES, 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 \$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.

[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

CONTRACTOR

By: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 11/14/12

Signature: Cari Diaz

Name: Cari Diaz

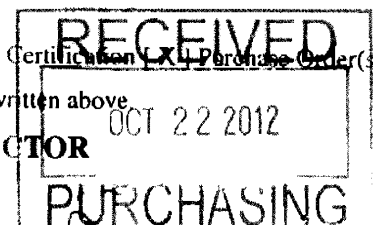
Title: VP of Operations

Address: 15310 Ambady Drive, Suite 110

Tampa, FL 33647

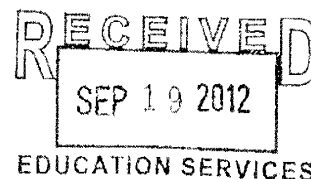
Email Address: SES@clubztutoring.com

FEIN/SSN 65-1262940



FEE SCHEDULE

Club Z! In-Home Tutoring Services, Inc.
Cari Diaz
15310 Amberly Drive, Suite 110
Tampa, FL 33647
1-888-434-2582
1-813-549-0185
ses@clubztutoring.com



Club Z!, the nation's largest supplemental services provider, offers one-on-one, in-home and small group tutorial sessions instructed by certified teachers and degreed professionals. Club Z! provides tutoring in reading and/or mathematics to all students grades K-12 including special education students and English Language Learners.

Rate of Pay & Expenses

Club Z!'s state approved hourly rate is \$52.76 per hour per student. 80% of the \$52.76 fee per hour for tutorial instruction pays for program costs associated with tutor wages, training, recruitment, background checks, on-site personnel (where applicable), etc. The remaining 20% of the hourly fee is broken down between 10% toward curriculum and program related materials, and 10% toward administrative costs. Facility usage charges (where applicable) is determined on a per case basis dependent upon the rate each school charges for facility space.

Signature Cari Diaz Date 9/18/12
Typed or Printed Name Cari Diaz

**AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213129**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

#1 WE CAN, QUERER ES PODER

Independent Contractor Agreement No. ICA 1213129 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Independent Contractor Agreement No. ICA 1213129 shall be amended to \$8,706.06 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

#1 We Can, Querer Es Poder

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").

#1 WE CAN, QUERER ES PODER

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.

[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: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 11/14/12

Signature Michel McLaughlin

Name: Michel McLaughlin

Title: Director

Address P.O. Box 82081

Los Angeles CA 90082

Email Address: ses@wecan-foundation.org

FEIN/SSN 95-4525790



WE CAN

West East Community Access Network, Inc

P.O. Box 82081 Los Angeles, CA 90082

(323) 293-9845

(323) 293-2635 for

September 11, 2012

#1 WE CAN, Querer es Poder

Fee Schedule \$56.50 per hour 14 hours of service

Tutor: student ratio 1:1

Michel McLaughlin, Director

Michel McLaughlin

9/11/12

**AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213131**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

!AAA! ACADEMICS

Independent Contractor Agreement No. ICA 1213131 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Independent Contractor Agreement No. ICA 1213131 shall be amended to \$17,412.12 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

!AAA! Academics

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").

!AAA! ACADEMICS

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: Stephanie Garcia

Name: Stephanie Garcia

Title: Director

Address: 323 S Doheny Dr #407

Los Angeles CA 90048

Email Address: sesadaacademics@gmail.com

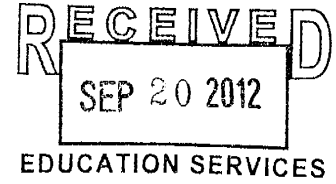
FEIN/SSN 26-3342472



**AAA
ACADEMICS**

866-750-0779

Fee Schedule



Type of tutoring (Tutor to student ratio)	Hourly Fee
1:1	\$60
1:3	\$60

Signature

Print Name

Date

**AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213132**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

24 HORAS DE TUTORIA

Independent Contractor Agreement No. ICA 1213132 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Independent Contractor Agreement No. ICA 1213132 shall be amended to \$17,412.12 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

24 Horas de Tutoria

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").

24 HORAS DE TUTORIA

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 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: 11/14/12

CONTRACTOR

Signature: Rahul Agarwal

Name: Rahul Agarwal

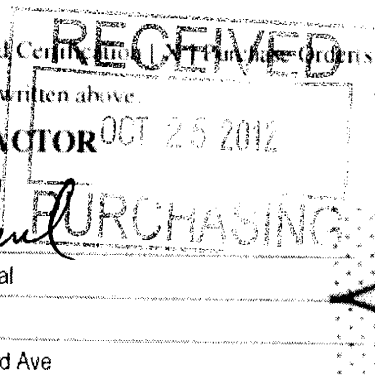
Title: Manager

Address: 2885 Sanford Ave

SW #20508

Email Address: 24horasdetutona@gmail.com

FEIN/SSN 99-0377582



TO WHOM SO EVER IT MAY CONCERN

Fee Schedule:

Hourly Rate: \$50

PPA: \$791.46

Total Number of Hours: 15.82

Total number of Session: 10.55

Tutor : Student Ratio – 1:1

For 24 Horas Tutoring Inc

R Agarwal

Rahul Agarwal

**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 _____

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: _____

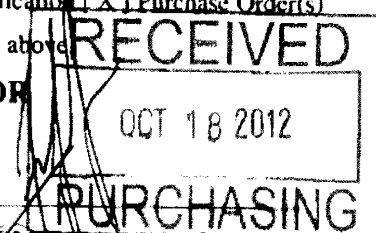
Name: FELIX TREVIÑO EXECUTIVE DIRECTOR

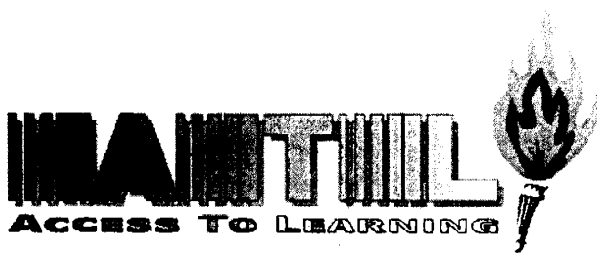
Title: ACCESS TO LEARNING

Address: 38713 Tierra Subida #234
PALMDALE, CA 93551

Email Address: F.TREVIÑO@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 1213141**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

#1 ACADEMIC TUTORING, INC.

Independent Contractor Agreement No. ICA 1213141 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Independent Contractor Agreement No. ICA 1213141 shall be amended to \$9,497.52 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

#1 Academic Tutoring, Inc.

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").

#1 ACADEMIC TUTORING, 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 \$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**CONTRACTOR**By: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 11/14/12Signature: Rodolfo GarciaName: Rodolfo GarciaTitle: DirectorAddress: 10100 Santa Monica Blvd suite 300
Los Angeles, CA 90067Email Address: stunberlacademic tutoring@gmail.comFEIN/SSN 27-1537835

Fee Schedule

1 ACADEMIC TUTORING, INC.

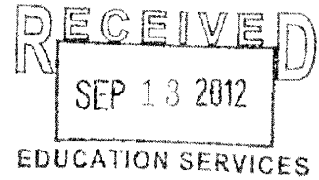
Rodolfo Garcia

10100 Santa Monica Blvd Suite 300

Los Angeles, CA 90067

877-866-6049

Number1academictutoring@gmail.com



1 to 1 tutoring \$60/hr

Group tutoring \$60/hr

A handwritten signature in black ink, appearing to read "Rodolfo Garcia", written over a horizontal line.

Rodolfo Garcia, Director

**AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213142**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

!1A1 TUTORIA!

Independent Contractor Agreement No. ICA 1213142 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Independent Contractor Agreement No. ICA 1213142 shall be amended to \$8,706.06 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

!1A1 Tutoria

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").

! 1A1 TUTORIA!

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.

[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

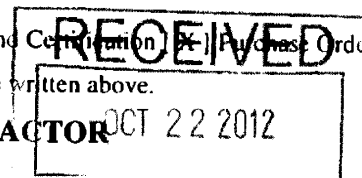
By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 11/14/12**CONTRACTOR**

Signature: _____

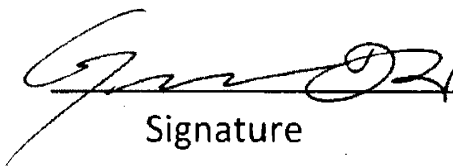
Name: Giovanna DenticolaTitle: SES CoordinatorAddress: 244 N. Doheny Dr.Beverly Hills, CA 90211Email Address: ses1atutoria@gmail.comFEIN/SSN 20-3524630**PURCHASING**

! 1 A 1 TUTORIA !

Fee Schedule

Type of tutoring (Tutor to student ratio)	Hourly Fee
1:1	\$60
1:3	\$60

RECEIVED
SEP 18 2012
EDUCATION SERVICES

 Giovanna De Nicola 9/11/12
Signature Print Name Date

**AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213149**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

!ACE TUTORING SERVICES, INC.

Independent Contractor Agreement No. ICA 1213149 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Independent contractor Agreement No. ICA 1213149 shall be amended to \$35,615.70 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

!ACE Tutoring, Inc.

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

**INDEPENDENT CONTRACTOR AGREEMENT**

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ACE TUTORING SERVICES, 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;

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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");

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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.

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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.

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[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 22 2012

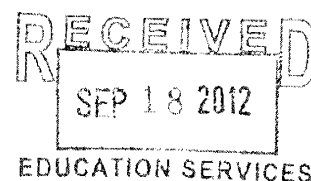
Signature: Jeff Wang
 Name: Jeff Wang
 Title: Director
 Address: 3576 Arlington Ave., #300
Evanside, CA 92506
 Email Address: acetutoring@sbglobal.net
 FEIN/SSN: 33-0842322

! ACE TUTORING SERVICES, INC.

3576 Arlington Ave., Suite 300, Riverside, CA 92506

FEE SCHEDULE FOR CAPISTRANO UNIFIED SCHOOL DISTRICT

Tutoring	Fee
1-on-1 Tutoring	\$60.00/Hr
1-on-2 Tutoring	\$120.00/Hr
1-on-3 Tutoring	\$180.00/Hr



PROGRAM DESCRIPTION

English Version:

! ACE Tutoring Services, Inc. provides individualized 1-on-1 or small-group (1-on-2 or 1-on-3) tutoring in English language arts, math and/or science. Tutoring sessions take place at the student's home, library or community center. Students choose their own convenient tutoring schedule. Tutoring sessions are available 7 days a week. Students can learn at his/her own pace and receive instructions that focus on his/her specific weaknesses in English language arts, math, and/or science. All of our tutors have at least a bachelor's degree, and many have California teaching credentials and/or advanced degrees. Bilingual (Spanish/English) tutors are also available. ! ACE Tutoring Services, Inc. has been providing tutoring services to students in K-12th grade since 1997. Over 90% of the students that finished our tutoring program show significant improvement in English language arts, math and/or science.

Spanish Version:

! ACE Tutoring Services, Inc. proporciona tutoría individualizada de 1-a-1 o en pequeños grupos (1-a-2 o 1-a-3) en artes lingüísticas, matemáticas, y/o ciencia. En casa del estudiante o biblioteca local y en el centro de comunidad. Los estudiantes eligen su propio horario de tutoría. Las sesiones se ofrecen los 7 días de la semana. Los estudiantes pueden aprender a su propio pasos, y recibir instrucciones que se centran en sus debilidades específicas en artes lingüísticas, matemáticas y/o ciencia. Todos nuestros tutores tienen por lo menos su bachillerato, y muchos de ellos tienen credenciales de enseñanza de California y / o grados avanzados. Tutores bilingües (Español/Ingles) están también disponibles. ! ACE Tutoring Services, Inc. ha estado proporcionando servicios de tutoría a los estudiantes de jardín al 12avo grado desde

1997. Más del 90% de los estudiantes que han terminado nuestro programa de tutoría muestran una mejora significativa en artes lingüísticas, matemáticas y/o ciencia.

Name of Consultant: ACE Tutoring Services, Inc.

Name: Jeff Wang

Signature:  _____

Date: 9/13/12

**AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213151**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

OXFORD TUTORING CENTER

Independent Contractor Agreement No. ICA 1213151 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Independent Contractor Agreement No. ICA 1213151 shall be amended to \$58,568.04 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

Oxford Tutoring Center

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").

OXFORD TUTORING 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 \$15,829.20 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

DISTRICTBy: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 11/14/12**CONTRACTOR**Signature: Rebekah RotzName: Rebekah RotzTitle: Administrative of SES Prog.Address: 14425 Cuve Rd.11111 CA 92604Email Address: Rebekah@OxfordTutoring.comFEIN/SSN 45-246-4723**RECEIVED**

OCT 23 2012

PURCHASING

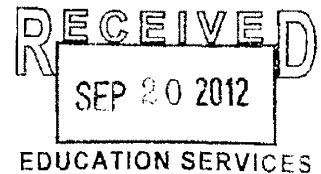


14425 Culver Drive • Irvine, CA 92604

Telephone: (949) 681-0388
Fax: (909) 494-9622
Website: www.oxfordtutoring.com

September 16, 2012

Capistrano Unified School District
Purchasing Department
33122 Valle Rd.
San Juan Capistrano, CA 92675



Dear Jon Buckman,

Oxford Tutoring is a CDE-approved provider of Supplemental Educational Services seeking to contract with Capistrano USD for the 2012-2013 school year. Oxford will participate in provider fairs to inform parents of our services. If selected by Capistrano families, we will provide the following services at the following rates:

Private Tutoring (1 student : 1 tutor): \$60/hr
Small Group Tutoring (2-5 students : 1 tutor): \$30/hr

Invoices will be submitted monthly with attendance sheets to verify billed hours.

If you have questions regarding our services or costs, you may contact me directly. I look forward to working with Capistrano USD students and staff.

With Regards,

Rebekah Rustad-Phung
Administrator of SES Programs

~~Appendix Tutoring~~
~~14425~~ Oxford Tutoring
14425 Culver Dr.
Irvine, CA 92604

**AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213152**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

iAPRENDE! TUTORING

Independent Contractor Agreement No. ICA 1213152 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Independent Contractor Agreement No. ICA 1213152 shall be amended to \$49,070.52 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

!Aprende! Tutoring

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").

¡APRENDE! TUTORING

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 \$15,829.20 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 Certification and Purchase Orders

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: [Signature]

Name: Rebekah Rustad-Phung

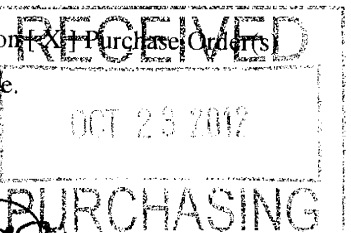
Title: Administrative of SES Programs

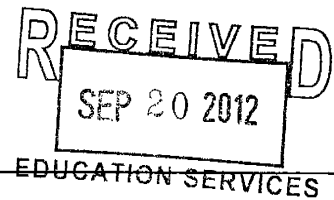
Address: 14425 Cuneo Dr.

Irwin, CA 92604

Email Address: Rebekah@OxfordTutoring.com

FEIN/SSN: 45-2464723





September 16, 2012

Capistrano Unified School District
Purchasing Department
33122 Valle Rd.
San Juan Capistrano, CA 92675

Dear Jon Buckman,

¡Aprende! Tutoring is a CDE-approved provider of Supplemental Educational Services seeking to contract with Capistrano USD for the 2012-2013 school year. ¡Aprende! will participate in provider fairs to inform parents of our services. If selected by Capistrano families, we will provide the following services at the following rates:

Private Tutoring (1 student : 1 tutor): \$72/hr
Small Group Tutoring (2-5 students : 1 tutor): \$40/hr

Invoices will be submitted monthly with attendance sheets to verify billed hours.

If you have questions regarding our services or costs, you may contact me directly. I look forward to working with Capistrano USD students and staff.

With Regards,

A handwritten signature in black ink, appearing to read "Rebekah Rustad-Phung".

Rebekah Rustad-Phung
Administrator of SES Programs

¡Aprende! Tutoring
c/o Oxford Tutoring
14425 Culver Dr.
Irvine, CA 92604

**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

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.

☒ 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: 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@professional tutors.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 sí 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 1213156**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

TEACH-N-TUTOR, INC.

Independent Contractor Agreement No. ICA 1213156 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Independent Contractor Agreement No. ICA 1213156 shall be amended to \$15,829.20 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

Teach N Tutor, Inc.

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").

TEACH-N-TUTOR, 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 \$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.

[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.

DISTRICTBy: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 11/14/12**CONTRACTOR**Signature: Mike Getch

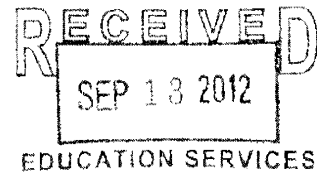
Name: Mike Getch

Title: President

Address: 8047 Mission Gorge Rd Ste H
Santee CA 92071Email Address: tutoryou@cox.netFEIN/SSN: 83-0419593



8047 Mission Gorge Rd Suite H
Santee, CA 92071
619-938-2651 office
619-938-2751 fax



Fee Schedule

Teach-n-Tutor, Inc
8047 Mission Gorge Rd Suite H
Santee, CA 92071
619-938-2651 / 800-803-4565
tutoryou@cox.net

One-on-One Tutoring

9/11/2012 - 5/28/2013

Rate: \$50.00 per hour / per student

Services are invoiced within one month after being provided.

Provider Signature: Mike Getch
Provider Name: Mike Getch
Date: September 11, 2012



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted 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 contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

NCS PEARSON, 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 \$14,460.00 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 3/19/13-3/18/14 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.

[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: _____

EIN/SSN _____

Master Schedule Building Workshop Exclusive Training Proposal

March 1, 2013

Michelle Le Patner
Capistrano USD
33122 Valle Road
San Juan Capistrano, CA 92675

Pearson is excited to offer you an on-site Master Schedule Building Workshop. This letter outlines some of our policies and requirements. After reading this letter carefully, please sign and fax it, along with your Purchase Order, to 916-288-1591 or email it to msbw@pearson.com to confirm your workshop dates.

Our records show you have requested the following training event(s):

Date(s): March 19-20, 2013 AND March 21-22, 2013

Training Requested: **Master Schedule Building Workshop**

Cost: \$5,400.00 for the first 15 attendees plus \$200.00 for each attendee beyond the initial 15. This cost includes all travel, lodging and meal expenses for our trainer. The second workshop will be discounted 10% off the base price (\$540.00 total).

Location for Workshop: Aliso Niguel High School, 28000 Wolverine Way, Aliso Viejo, CA (Culinary Room)

Workshop Contact: Michelle Le Patner, Email: mbiepatner@capousd.org, Telephone: 949.234.9421

If possible, please provide us with nearest airport information and a hotel recommendation for our trainer.

*This proposal is current and valid for one week after the date of this letter. If you are unable to confirm in this time period, please submit a new request. **Your training session will carry a 'tentative' status until we receive both this signed training proposal and a Purchase Order.** Please issue your PO as follows: NCS Pearson, Inc. 10911 White Rock Road, Suite 200, Rancho Cordova, CA 95670. Once we receive both the signed confirmation letter and Purchase Order, your workshop dates will be confirmed as permanent. Please fax both to 916-288-1591 or email them to msbw@pearson.com.*

WORKSHOP HOURS: The workshop normally runs from 8:30 a.m. - 4:00 p.m. on Day 1 and 8:30 a.m. - 3:00 p.m. on Day 2 with a one hour lunch break at noon. If you require different hours than these, please discuss this prior to the workshop as it may impact the workshop agenda.

THESE MEETING ROOM SPECIFICATIONS ARE ACCURATE FOR CURRENT TECHNOLOGY, AND ARE SUBJECT TO CHANGE.

MEETING ROOM: It is the sponsor's responsibility to obtain the appropriate meeting facility for the workshop. The meeting room should be large enough to accommodate the number of people attending in a classroom style set-up. **This workshop cannot be delivered in a computer lab.**

PLEASE INITIAL EACH LINE BELOW CONFIRMING THE TRAINING ROOM MEETS THESE REQUIREMENTS:

- _____ A 10x10 foot screen or blank unobstructed (white) wall (for classes with **more than 20** participants)
- _____ An 8 foot screen or blank unobstructed (white) wall (for classes with 20 participants or less)
- _____ No computers or Internet are needed (in fact computers must be removed from the training room)
- _____ Must have the ability to darken the room
- _____ Power Cord(s) will be available
- _____ Projector Stand: A cart or small table on which to place our LCD projector is required for both days
- _____ Work table in front of room for trainer's materials
- _____ Room set-up should be classroom style
- _____ Access to the meeting room the evening or afternoon before the workshop is required for set-up. If this cannot be arranged, we will need to discuss in advance when/how this can occur.

SHIPPING OF MATERIALS: The workshop material is transported in two cases. These cases, as well as any workshop related literature, will be shipped to the workshop facility or wherever you designate, and will arrive at least one day prior to the workshop. We will make arrangements to have our materials picked up at your facility upon completion of the workshop.

WORKSHOP ATTENDANCE LIMIT: Because of the amount of materials required, and the time required to adequately assist/advise work groups on Day 2, it is necessary to limit the workshop to 40 attendees. If this presents a problem for you, it is important we discuss this well in advance of the workshop dates.

CANCELLATION POLICY: If the workshop is cancelled within 14 days of the confirmed dates for any reason, you will be charged 50% of the basic workshop fee.

Our goal is to help you and your staff/clients learn how to construct a quality Master Schedule. If you have any special requests regarding the Master Schedule Building Workshop content, we will make every effort to try to address those if at all possible. Therefore, please make us aware of any such special requests as early as possible.

Please print and sign your name below, then fax this letter to 916-288-1591 to confirm you have read and agree to the workshop conditions as indicated. We look forward to providing you with the training necessary for your personnel to succeed in providing your students with a quality Master Schedule.

Name (Please print): _____ Michelle Le Patner _____

Signature: _____ *Michelle Le Patner* _____

Date: _____ 2/27/13 _____

Fax to 916-288-1591 or email: msbw@pearson.com

Pearson • 10911 White Rock Road, Suite 200 • Rancho Cordova, CA 95670 • 800.736.4357



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of 3-18-13 DATE 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").

SOLIANT HEALTH, 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 \$46,900.00 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 3/18/13-3/17/14 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONSULTANT

Signature: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

FEIN/SSN _____

Exhibit A

Fee Schedule

Soliant Health
1979 Lakeside Parkway, Suite 800
Tucker, GA 30084
(866)234-2919
Fax: (888)292-6230

Remittance address:
Post Office Box 1024640
Atlanta, GA 30368-4640

Sign Language Interpreter Services

\$67.00 per hour for 30 hours per week of service hours.*

*Hourly rate will vary based upon Interpreter qualifications and hours of service.

By: _____ Date: _____

**AMENDMENT TO MASTER CONTRACT AGREEMENT
NO. 2 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 contract with Stepping Stones Speech Pathology shall be amended to reflect a new fee schedule with a start date of March 8, 2013.

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: _____

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

SLP Hourly rate \$90.00
SLPA Contracted
Hourly rate \$60.00
SLPA Position with SLP coverage \$70.00

By: _____ 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.

[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 Fluert

Name: Terry Fluert

Title: Director, Purchasing

Board Approval Date: 9/24/12

CONSULTANT

Signature: Kristin K. Schultz

Name: Kristin K. Schultz

Title: Speech Pathologist

Address: 17109 Mirasol

Irvine, CA 92620

Email Address: Kristinkarslp@gmail.com

FEIN/SSN 568-91-0136

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:  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.

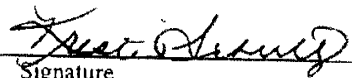
DISTRICT

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: _____



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of March 14, 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").

DECISIONINSITE, 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 RFQ No. 6-1213, 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 \$38,900 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 three years commencing March 28, 2013 through March 27, 2016, 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: _____

N/SSN _____

GENERAL CONDITIONS

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

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

8. Return of District Property Upon termination of the Agreement or earlier as requested by District, Contractor will deliver to District any and all District Property including but not limited to District provided information, intellectual property, and equipment of District. Contractor further agrees that any property situated on District's premises and owned by District, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by District personnel at any time with or without notice.
9. Hold Harmless Contractor agrees to and shall defend, indemnify and hold harmless the District, its Governing Board, officers, agents, employees, and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained arising out of activities/services provided by Contractor or its subcontractors, whether authorized by this Agreement or not. Contractor further agrees to waive all rights of subrogation against the District. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of District or any of its agents or employees.
10. Insurance Pursuant to Section 9, Contractor agrees to carry commercial general liability insurance and automobile liability insurance with limits of One Million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect 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 officers, agents and employees as additional insured's by separate endorsement under said policy.
11. Assignment The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
12. Notices All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or prepaid, first class United States postal mail. Notices shall be sent to signatories to the Agreement at the addresses given in the Agreement.
13. Compliance with Applicable Laws The services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. 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, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
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 supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.
17. Nondiscrimination Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such person.
18. Non-waiver The failure of District or 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. Severability If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
20. Attorney Fees/Costs Should litigation be necessary to enforce any terms or provisions of the Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.
21. Governing Law The laws of the State of California shall govern the terms and conditions of this Agreement with venue in Orange County, California.
22. 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 22 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 arbitrators; 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 22 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.

REQUIRED DOCUMENTS AND CERTIFICATIONS***All checked items must be provided.****Certificates of Insurance**

- ✓ Commercial General Liability Insurance – Additional Insured Endorsement
Option 1: form CG 20 10 11 85
or
Option 2: Choose either Form CG 20 10 07 04 or Form CG 20 33 07 04
Either form **must be accompanied** by Form CG 20 37 07 04
- ✓ Business Auto Liability Insurance
- ✓ Workers' Compensation and Employers Liability Insurance

Refer to Article 10. INSURANCE REQUIREMENTS

- ✓ Certification by Contractor Criminal Records Check

- ✓ W-9

- ✓ Conflict of Interest Form

Exhibit A

REQUEST FOR QUALIFICATION RESPONSE

Demographic Consultant Services (RFQ No: 6-1213)

Capistrano Unified School District

February 1, 2013

Prepared For:

Capistrano Unified School District
300 South C Street
Tustin, CA 92780

Prepared By:

DecisionInsite, LLC
101 Pacifica, Suite 380
Irvine, CA 92618
T 877.204.1392



EXECUTIVE SUMMARY

DecisionInsite is pleased to present this response to Capistrano Unified School District's Request for Qualifications, (RFQ # 6-1213) – Demographic Consultant Services. DecisionInsite currently provides these services to over 75 school districts in California and across the country. Our objective, with this document, is to illustrate how DecisionInsite would assist the district in its efforts to provide a safe and healthy school for the student's it serves.

We have worked with school districts of all sizes in various parts of the State and in growing, declining and stable communities. This history provides us with the expertise to do the work required and the skills and foresight to navigate through the complexities that school districts often face. Our firm has embraced an open and transparent process to work with members of the community, staff, and the governing board.

NARRATIVE

DecisionInsite provides school district leaders with a combination of enrollment analytics, location intelligence technology and real-world expertise, the totality of which reveals the total enrollment impact picture. The combination and integration of these services allows school districts to move from analyzing data to *understanding*, which means that school districts spend more time making decisions about how to best meet the needs of their students.

We bring a commitment to accuracy and client satisfaction as well as decades of experience working both inside and outside of school districts. DecisionInsite sets a high standard for the quality of the projections we provide and we regularly exceed those standards. On top of the quality of the projections, we provide the School District with the premier web-based application—the **DI StudentView System**—to analyze and present information on the dynamics of the communities served by the School District. The StudentView System provides not only projections of student enrollment but also integrated data from the United States Census, making it the perfect tool for ad hoc demographic and enrollment analyses. DecisionInsite will use the services of the Dolinka Group, a strategic partner, in order to meet the needs of the School District to monitor and report on residential housing development activity.

Experience / References

Mr. Paul Reed, Deputy Superintendent

Newport Mesa Unified School District

2985 Bear St. Costa Mesa, CA 92626

Contact phone: 714-424-5001 (preed@nmsud.us)

Project: Annual Enrollment Projections, Residential Development Research and access to the DI StudentView System

Project Cost: \$22,048

Completion Data: NPMUSD has been a client since 2005 – project ongoing

Brett McFadden, Chief Business Officer

Parajo Unified School District

294 Green Valley Rd. Watsonville, CA 95076

Contact Phone: 831-786-2100, Ext 2140 (brett_mcfadden@pvusd.net)

Project: Annual Enrollment Projections, Residential Development Research and access to the DI StudentView System. Trustee Voting Area modification

Project Cost: \$13,656

Completion Date: PVUSD has been a client since 2011 – project ongoing

Contact: Brett McFadden

Mr. Don Stabler, Deputy Superintendent, Administrative Services

Torrance Unified School District

2335 Plaza Del Amo, Torrance CA 90509

Contact Phone: 310-972-6061 (dstabler@tUSD.org)

Project: Annual Enrollment Projections, Residential Development Research and access to the DI StudentView System.

Project Cost: \$24,456

Completion Data: TUSD has been a client since 2007 – project ongoing

Additional Reference:

Patricia Koch, PhD

Former CBO, Westminster USD

6038 Spinnaker Bay Dr.

Long Beach, CA

562-498-1478 prkoch@charter.net

DecisionInsite serves districts which currently range in size from Long Beach Unified at over 80,000 students to districts which serve fewer than 2,000 students. The majority of our clients are in California, we do serve clients across the US. Since our inception DI has provided hundreds of enrollment forecasts for our clients. We produce **two** projections annually for our Premier clients. Our current clients include:

Alisal Union School District (CA)	Downey Unified School District (CA)	Ocean View School District--OC (CA)
Alvord Unified School District (CA)	Dublin Unified School District (CA)	Orinda Union School District (CA)
Anaheim City School District (CA)	Dunlap Community Unit School District (IL)	Owen J. Roberts School District (PA)
Antioch Unified School District (CA)	El Rancho Unified School District (CA)	Oxnard School District (CA)
Bakersfield City School District (CA)	Fountain Valley School District (CA)	Oxnard Union High School District (CA)
Bassett Unified School District (CA)	Fullerton Elementary School District (CA)	Pajaro Valley Unified School District (CA)
Bellevue School District (WA)	Glendora Unified School District (CA)	Palo Alto Unified School District (CA)
Bonita Unified School District (CA)	Hatboro-Horsham School District (PA)	Paramount Unified School District (CA)
Brawley Elementary School District (CA)	Huntington Beach Union High School District (CA)	Phoenixville Area School District (PA)
Bristol Township School District (PA)	Huntington Beach City School District (CA)	Pittsburg Unified School District (CA)
Buena Park Elementary SD (CA)	Irvine Unified School District (CA)	Pomona Unified School District (CA)
Brea-Olinda Unified School District (CA)	Jurupa Unified School District (CA)	Redwood City School District (CA)
Burlingame School District (CA)	Lake Elsinore Unified School District (CA)	Rowland Unified School District (CA)
Carlsbad Unified School District (CA)	Las Virgenes Unified School District (CA)	Saddleback Valley USD (CA)
Centinela Valley USD (CA)	Long Beach Unified School District (CA.)	San Carlos School District (CA)
Central School District (CA)	Lynwood Unified School District (CA)	San Mateo-Foster City School District (CA)
Compton Unified School District (CA)	Moorpark Unified School District (CA)	San Mateo Union High School District (CA)
Corona-Norco Unified School District (CA)	Newport-Mesa Unified School District (CA)	San Ysidro School District (CA)
Del Mar School District (CA)	Norwalk-LaMirada Unified School District (CA)	Santa Monica-Malibu USD (CA)
Dixon Unified School District (CA)	Nuvview Union School District (CA)	Santee School District (CA)

Scope of Services Provided

DecisionInsite will provide the School District with the following services requested in the Request for Qualifications ("RFQ") No. 6-1213 as described below:

DI -Enrollment Analytics:

Two, 10-year enrollment district wide enrollment forecasts (Moderate and Conservative)

Two, 10 year by school by grade enrollment forecasts (Moderate and Conservative)

The capability to create ad-hoc, custom geographic area projections

Our forecasts accommodate out-of-district enrollment and non-home attendance area enrollment (transfers, special programs, etc.)

The capability to drill down and query components of the enrollment forecast data, in order to reveal decision-able information.

On-demand, comprehensive database of **demographic** (community) data which can be queried by customizable geography

DI- StudentView, Web-Based mapping and analytics:

Based on Google Mapping technology – completely web-based technology for easy set-up and district deployment. No licenses, map updating, limit on users or special training required.

Shape drawing tools which provide for the capability to query data geographically

Mapping will include district, school attendance, Mello-Roos and Trustee boundary layers

Ability to view and easily modify elementary, middle and high school attendance areas

Capability to plot and view the location of students – all students, students by school, students by attendance area

Capability to assign certain attributes or traits to students for plotting or viewing purposes

Ability to create custom maps suitable for poster sized printing / mounting

Residential Development Research:

Working with our strategic partner, the Dolinka Group, we will monitor and report on the residential housing development activity

The impact of actual or proposed development activity will be integrated into the enrollment forecast(s) DI will prepare

Data from the research will be available in paper report format, via the reporting tools in the DI system and may be queried geographically

MySchoolLocator – web-based home school address look up tool:

Parents and community members can easily identify neighborhood schools by address and attendance boundary

Address and street data is automatically updated, no district action required

Web-Based Enrollment Projection Tools and Consultation:

District will have access to DI's Geographic area projection tool, which gives client's the capability to create custom projections based on area

DI has a well-defined process of preparing enrollment forecasts, which includes working closely with district staff, collaboration, the exchange of information and analysis of enrollment trends

DI's secure, web-based, enrollment analytic tools will allow the district to more closely analyze enrollment data and trends for the purpose of understanding the total enrollment picture

Web-Based Analysis Tools:

DI's array of web-based tools will allow the district to perform ad-hoc analyses of the impact of the enrollment

The **Integrated staffing calculator** will allow the district to project future staffing needs

Classroom capacity calculators will help the district analyze capacities by school

Enrollment analytic reports will reveal which campuses might encounter a capacity issue in the future

FEE SCHEDULE

Residential Development Research is quoted on a "not to exceed basis." All other items listed in the Scope of Services Section are quoted on an annual fixed cost basis.

PRICING SHEET

The purpose of this form is to provide a standard format by which the Proposer submits to the DISTRICT a summary of the estimated costs suitable for detailed review and analysis. The Proposer shall complete the Price/Cost Proposal in its entirety.

The negotiated hourly rate shall become the basis for payment of invoices and will be reflected in the Consultant Agreement. Hourly rates shall remain fixed for the duration of the contract period.

ANNUAL FIXED RATE FEE

\$ 34,900 (Annual fee)

ANNUAL FIXED RATE FEE

\$ 4,000 (Not to Exceed)

Title Hourly Rate

Senior Consultant		\$250
Consultant		\$175
GIS Technical Services		\$85
Research Associates		\$75

DecisionInsite, LLC

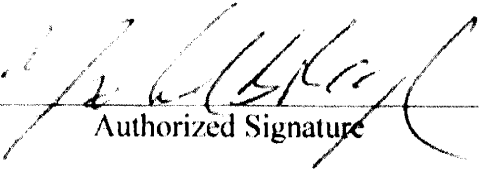
Print Name of Firm

Michael Regele, President

Representative

74-3123949

Federal I.D. #/License Date


Authorized Signature

February 1, 2013

Date

ADDITIONAL DATA

DecisionInsite was developed by school district leaders for school district leaders. Of our 17 staff and consultants, 10 have public school experience ranging from school board member to superintendents to facilities planning directors. DecisionInsite provides regular and ongoing training and staff development to make sure each stays current on our system, our services and challenges faced by our clients. Our software engineers keep current on all technological developments in web-based system environment.

Enrollment Analytics allows clients to query and identify student enrollment trends. DI's approach, from the outset, was to create a methodology that **was inclusive of the reality of non-home-school attendance**. Factors that might fall under non-home-school attendance would include: school choice, open enrollment, voluntary and involuntary transfers, special education program placement, magnet schools, enrichment program placement and more.

Our projections take into account this reality and our analytics provide our clients with a significant amount of data which reveals the impact of student transfers across their district.

DecisionInsite's founders, Mike Regele and Dr. Dean Waldfogel have demonstrated their commitment to public education by their decades of service. Mike Regele served on the Irvine USD board of Education for over a decade. As the former Superintendent of Irvine USD, Dean Waldfogel invested over 32 years in the district, guiding the district through decades of growth.

By providing our clients with accurate, timely and decisionable information, DI empowers our clients with the overall intelligence they need to make sound fiscal, staffing and facility plan decisions. These good decisions provide for the best use of district resources which ultimately results in a positive and enriching learning experience for students.

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

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

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

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AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

February 20, 2013

Andrea Roess
David Taussig & Associates
500 Birch Street, Suite 6000
Newport Beach, CA 92660

Subject: Renewal Consultant Agreement No. C1011140

Dear Ms. Roses:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on April 11, 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 April 12, 2013 through April 11, 2014. **Should your company wish to extend the contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by March 04, 2013.**

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

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.

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., pursuant to RFQ No. 6-1011, shall be extended an additional 12 months, for the period April 12, 2012 through April 11, 2013, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on March 28, 2012.

The total amount of services requested by District and provided by Consultant 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 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

By: 
Signature

Terry Fluent

Andrea Roess
Print Name

Director, Purchasing

Managing Director
Title

Date: 6/14/12

Date: 5/1/12

March 2, 2012

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 21, 2012, David Taussig & Associates would like to extend our contract for annual administration services through the 12-month period ending April 11, 2013. Based on a careful review of our costs associated with this work, we believe that we can reduce our per parcel charge from \$1.70 per parcel to \$1.65 per parcel and still provide CUSD with the high quality service that you have come to expect. All other elements of our pricing would remain unchanged.

As you might recall, as part of the contract negotiations last year, we reduced our hourly rates by an average of approximately 8% from the hourly rates that we originally submitted in our proposal to the School District in March 2011. Therefore, we cannot reduce our hourly rates further at this time.

Please see the enclosed comparison table of the revised contract terms for your reference.

As you are aware, 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.

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 regarding the enclosed proposal please call me at (949) 955-1500.

Sincerely yours,



Andrea Roess
Managing Director

Enclosure

<http://127.0.0.1/resources/Proposals/ADMIN/CALIF/CUSD/CUSD 2012/CUSD letter 03.doc>

Exhibit A

Page 1 of 2

Newport Beach - Corporate Headquarters

Fresno • Riverside • San Francisco • Chicago • Dallas

Page 18 of 19

DAVID TAUSSIG & ASSOCIATES, INC.
SUMMARY OF CONTRACT TERMS FOR CONSULTING SERVICES

<u>Table 1</u> Hourly Rates	
Managing Director	\$145
Manager	\$135
Senior Associate	\$120
Associate	\$110
Analyst	\$90
Research Assistant	\$70

<u>Table 2</u> Annual Administration Services	
Tasks	Fee
Tasks 1 through 11	\$1.70 per Parcel plus \$2,250 per District/IA
Task 12	\$1,200 per Continuing Disclosure Report

<u>New Table 1 (NO CHANGES)</u> Hourly Rates	
Managing Director	\$145
Manager	\$135
Senior Associate	\$120
Associate	\$110
Analyst	\$90
Research Assistant	\$70

<u>New Table 2</u> Annual Administration Services	
Tasks	Fee
Tasks 1 through 11	\$1.65 per Parcel plus \$2,250 per District/IA
Task 12	\$1,200 per Continuing Disclosure Report

**AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
NO. I1011016**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

NMG GEOTECHNICAL, INC.

The original Independent Contractor Agreement between Capistrano Unified School District and NMG Geotechnical, Incorporated, called for services to be provided utilizing the 2006 Professional Fee Schedule for the contract term of July 1, 2012 through June 30, 2013. This amendment adds the Field Technician at the rate of \$85 per hour to the 2006 Professional Fee Schedule, Exhibit A.

Except as set forth in this Amendment to Agreement, and Board approved on August 10, 2010, all other terms and conditions of the contract remain in full force and effect.

Capistrano Unified School District

NMG Geotechnical, Incorporated

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____



2006 PROFESSIONAL FEE SCHEDULE

HOURLY RATES BY STAFF CATEGORY

Principal and Associate Engineer/Geologist.....	\$120
Project Engineer/Geologist.....	\$103
Senior Staff Engineer/Geologist.....	\$ 88
Supervisory Technician.....	\$ 88
Staff Engineer/Geologist.....	\$ 79
Senior Project Technician.....	\$ 79
Project Technician.....	\$ 72
Staff Technician.....	\$ 65
CAD Drafter/Technical Illustrator.....	\$ 65
Word Processor.....	\$ 57
Technical Assistant.....	\$ 47
Field Technician.....	\$ 85

LABORATORY TESTING

Moisture Content.....	\$ 13	Consolidation.....	\$175
Moisture Content & Density.....	\$ 22	- For time-rate, add \$35/increment	
Atterberg Limits.....	\$125	- For remolded, add \$50/specimen	
Particle-Size Sieve Analysis.....	\$ 80	- For reload, add \$100/cycle	
Finer than No. 200 Sieve.....	\$ 50	Hydroconsolidation/Collapse.....	\$100
Hydrometer Analysis.....	\$ 85	Undisturbed Direct Shear.....	\$160
Maximum Dry Density.....	\$190	Undisturbed Direct Shear – Slow.....	\$275
Maximum Dry Density with Oversize Particle.....	\$230	Remolded Direct Shear.....	\$225
Caltrans 216 Maximum Density.....	\$170	Remolded Direct Shear – Slow.....	\$350
Sand Equivalent.....	\$ 70	Residual Direct Shear.....	\$550
Soluble Sulfate Content.....	\$ 50	R-Value.....	\$195
Expansion Index.....	\$140	Asphalt Maximum Density.....	\$190
Concrete Compression (per cylinder).....	\$ 25	Grout Prisms (4).....	\$100
CMU Grouted Prisms.....		Shotcrete Panel.....	\$100
Compression Test ≤8" x 8" x 16".....	\$ 180		
Compression Test >8" x 8" x 16".....	\$ 250		

NOTES

1. No additional charges for field vehicle usage, nuclear gauge, or overtime work.
2. Heavy equipment (i.e. drill rig, backhoe, CPT) charges will be invoiced at cost.
3. Delivery and outside reproduction charges will be invoiced at cost.
4. Outside laboratory test charges will be invoiced at cost.

CONTRACTOR'S NAME: NMG Geotechnical, Inc.

CONTRACT No. 11011016



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and NMG Geotechnical, 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:** On-call geotechnical services for observation and testing during precise grading and post-grading construction District wide.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on July 1, 2010, and will diligently perform as required and complete performance by June 30, 2011.

CONTRACTOR'S NAME: NMG Geotechnical, Inc. CONTRACT No. 11011016

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: District to issue purchase orders for each assignment per fee schedule (Exhibit A).

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: NMG Geotechnical, Inc.

CONTRACT No. 11011016

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

3

CONTRACTOR'S NAME: NMG Geotechnical, Inc.

CONTRACT No. 11011016

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: NMG Geotechnical, Inc.

CONTRACT No. I1011016

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: NMG Geotechnical, Inc.

CONTRACT No. 11011016

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:

NMG Geotechnical, Inc.
17991 Fitch
Irvine, CA 92614
(949) 442-2442

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: NMG Geotechnical, Inc. CONTRACT No. I1011016

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	Fee Schedule
b. Exhibit	B	N/A
c. Exhibit	C	N/A

THIS AGREEMENT IS ENTERED INTO THIS 11th DAY OF August, 2010.

Capistrano Unified School District
Name of District

By: 

Terry Fluent
Typed Name

Director, Purchasing
Title

August 10, 2010
Board Approval Date

NMG Geotechnical, Inc.
Contractor Name

Signature: 

Hayim Ninio
Typed or Printed Name

President
Title

406-00447
Taxpayer Identification Number



June 1, 2010

Project No. 09115-02

To: Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, California 92675

Attention: Mr. John Forney

Subject: Cost Estimate for On-Call Geotechnical Services for Fiscal Year 2010/2011,
Capistrano Unified School District Projects

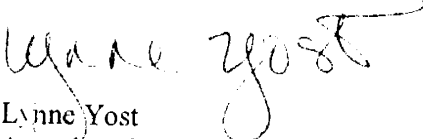
Pursuant to your request, NMG Geotechnical, Inc. (NMG) has prepared this cost estimate for on-call geotechnical services for the Capistrano Unified School District (CUSD) for potential incidental design or small construction projects during Fiscal Year 2010/2011. NMG has previously performed annual on-call services for CUSD, including last fiscal year; the scope of work ranged from slope stability evaluation to observation and testing during field improvements and pavement/concrete installation.

This budget will be utilized for projects that are relatively small or have limited time durations. The initiation of any work would require your verbal authorization. A total amount of \$7,500 is considered appropriate for establishment of an on-call service budget. Our costs will accrue on a time-and-materials basis in accordance with the attached 2009 Professional Fee Schedule.

If you have any questions regarding this cost estimate, please contact our office. We appreciate the opportunity to provide our services.

Respectfully submitted,

NMG GEOTECHNICAL, INC.


Lynne Yost
Associate Geologist

LY/er

Attachment: 2009 Professional Fee Schedule

Distribution: (2) Addressee

Exhibit A - 1 of 2

7001 Blvd • Irvine, California 92614 • PHONE (949) 442-2112 • FAX (949) 442-8322 • www.nmggeotech.com

2009 PROFESSIONAL FEE SCHEDULE

HOURLY RATES BY STAFF CATEGORY

Principal and Associate Engineer/Geologist.....	\$135
Project Engineer/Geologist.....	\$112
Senior Staff Engineer/Geologist.....	\$ 95
Supervisory Technician.....	\$ 95
Staff Engineer/Geologist.....	\$ 85
Senior Project Technician.....	\$ 85
Project Technician.....	\$ 78
Staff Technician.....	\$ 69
CAD Drafter/Technical Illustrator.....	\$ 69
Word Processor.....	\$ 62
Technical Assistant.....	\$ 50

LABORATORY TESTING

Moisture Content.....	\$ 14	Consolidation.....	\$185
Moisture Content & Density.....	\$ 24	For time-rate, add \$35/increment	
Atterberg Limits.....	\$135	- For remolded add \$50/specimen	
Particle-Size Sieve Analysis.....	\$ 85	- For reload, add \$100/cycle	
Finer than No. 200 Sieve.....	\$ 55	Hydroconsolidation/Collapse.....	\$110
Hydrometer Analysis.....	\$ 90	Undisturbed Direct Shear.....	\$170
Maximum Dry Density.....	\$195	Undisturbed Direct Shear - Slow.....	\$275
Maximum Dry Density with Oversize Particle.....	\$230	Remolded Direct Shear.....	\$225
Caltrans 216 Maximum Density.....	\$180	Remolded Direct Shear - Slow.....	\$350
Sand Equivalent.....	\$ 75	Residual Direct Shear.....	\$550
Soluble Sulfate Content.....	\$ 55	R-Value.....	\$205
Expansion Index.....	\$145	Asphalt Maximum Density.....	\$195
Concrete, Mortar or Grout Compression (per cylinder/cube/prism).....	\$ 25	Gunit/Shotcrete Panel Coring & Testing.....	\$100
CMU Grouted Prisms			
- Compression Test ≤8" x 8" x 16".....	\$ 180		
- Compression Test >8" x 8" x 16".....	\$ 250		

NOTES

1. No additional charges for field vehicle usage, nuclear gauge, or overtime work.
2. Heavy equipment (i.e. drill rig, backhoe, CPT) charges will be invoiced at cost.
3. Delivery and outside reproduction charges will be invoiced at cost.
4. Outside laboratory test charges will be invoiced at cost.

EXTENSION OF AGREEMENT NO. I1011016

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

NMG GEOTECHNICAL, INC.

Independent Contractor Agreement No. I1011016 called for an original 12-month contract covering the period of July 1, 2010, through June 30, 2011.

The contract with NMG Geotechnical, Inc., shall be extended an additional twelve (12) months, for the period July 1, 2011, through June 30, 2012 at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on August 10, 2010, all other terms of the contract remain in full force and effect.

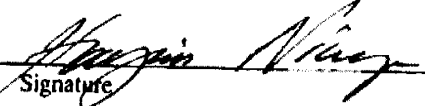
DISTRICT

CONSULTANT

Capistrano Unified School District

NMG Geotechnical, Inc.

By: 
Signature

By: 
Signature

Terry Fluent

Hayim Ninyo
Print Name

Director, Purchasing

President
Title

Date: 6/28/11

Date: June 9, 2011


Tabulated Professional Fee Schedule Comparison

<i>Hourly Rates by Staff Category</i>	<i>2009 Fee Schedule (Prior Contract)</i>	<i>2006 Fee Schedule (Proposed for This Contract)</i>
Principal and Associate Engineer/Geologist	\$135	\$120
Project Engineer/Geologist	\$112	\$103
Senior Staff Engineer/Geologist	\$ 95	\$ 88
Supervisory Technician	\$ 95	\$ 88
Staff Engineer/Geologist	\$ 85	\$ 79
Senior Project Technician	\$ 85	\$ 79
Project Technician	\$ 78	\$ 72
Staff Technician	\$ 69	\$ 65
CAD Drafter/Technical Illustrator	\$ 69	\$ 65
Word Processor	\$ 62	\$ 57
Technical Assistant	\$ 50	\$ 47

If you have any questions regarding this cost estimate, please contact our office. We appreciate the opportunity to offer our services.

Respectfully submitted,

NMG GEOTECHNICAL, INC.


Lynne Yost, CEG(2317)
Associate Geologist

LY/er

Attachment: 2006 Professional Fee Schedule

Distribution: (1) Addressee
(1) Ms. Terry Fluent, CUSD

2006 PROFESSIONAL FEE SCHEDULE

HOURLY RATES BY STAFF CATEGORY

Principal and Associate Engineer/Geologist.....	\$120
Project Engineer/Geologist.....	\$103
Senior Staff Engineer/Geologist.....	\$ 88
Supervisory Technician.....	\$ 88
Staff Engineer/Geologist.....	\$ 79
Senior Project Technician.....	\$ 79
Project Technician.....	\$ 72
Staff Technician.....	\$ 65
CAD Drafter/Technical Illustrator.....	\$ 65
Word Processor.....	\$ 57
Technical Assistant.....	\$ 47

LABORATORY TESTING

Moisture Content.....	\$ 13	Consolidation.....	\$175
Moisture Content & Density.....	\$ 22	- For time-rate, add \$35/increment	
Atterberg Limits.....	\$125	- For remolded, add \$50/specimen	
Particle-Size Sieve Analysis.....	\$ 80	- For reload, add \$100/cycle	
Finer than No. 200 Sieve.....	\$ 50	Hydroconsolidation/Collapse.....	\$100
Hydrometer Analysis.....	\$ 85	Undisturbed Direct Shear.....	\$160
Maximum Dry Density.....	\$190	Undisturbed Direct Shear – Slow.....	\$275
Maximum Dry Density with Oversize Particle.....	\$230	Remolded Direct Shear.....	\$225
Caltrans 216 Maximum Density.....	\$170	Remolded Direct Shear – Slow.....	\$350
Sand Equivalent.....	\$ 70	Residual Direct Shear.....	\$550
Soluble Sulfate Content.....	\$ 50	R-Value.....	\$195
Expansion Index.....	\$140	Asphalt Maximum Density.....	\$190
Concrete Compression (per cylinder).....	\$ 25	Grout Prisms (4).....	\$100
CMU Grouted Prisms		Shotcrete Panel.....	\$100
Compression Test ≤8" x 8" x 16".....	\$ 180		
Compression Test >8" x 8" x 16".....	\$ 250		

NOTES

1. No additional charges for field vehicle usage, nuclear gauge, or overtime work.
2. Heavy equipment (i.e. drill rig, backhoe, CPT) charges will be invoiced at cost.
3. Delivery and outside reproduction charges will be invoiced at cost.
4. Outside laboratory test charges will be invoiced at cost.

EXTENSION OF AGREEMENT NO. I1011016

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

NMG GEOTECHNICAL, INC.

Independent Contractor Agreement No. I1011016 called for an original 12-month contract covering the period of July 1, 2010, through June 30, 2011.

The contract with NMG Geotechnical, Inc. shall be extended an additional twelve (12) months, for the period July 1, 2012, through June 30, 2013 at the prices shown in Exhibit A to this Extension Agreement.

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 August 10, 2010, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

NMG Geotechnical, Inc.

By: *Terry Fluent*
Signature

By: *William Goodman*
Signature

Terry Fluent

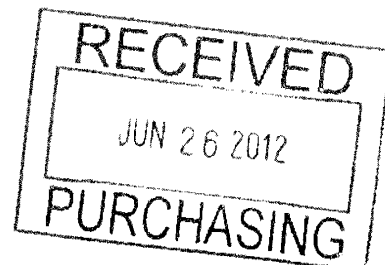
WILLIAM GOODMAN
Print Name

Director, Purchasing

Principal Geologist
Title

Date: 7/2/12

Date: JUN 22, 2012





May 16, 2012

Project No. 09115-05

To: Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, California 92675

Attention: Ms. Terry Fluent

Subject: Cost Estimate for On-Call Geotechnical Services for Fiscal Year 2012/2013, Capistrano Unified School District Projects

Pursuant to your request, NMG Geotechnical, Inc. (NMG) has prepared this cost estimate for on-call geotechnical services for the Capistrano Unified School District (CUSD) for potential incidental design or small construction projects during Fiscal Year 2012/2013. NMG has previously performed annual on-call services for CUSD. The scope of work ranged from slope stability evaluation to observation and testing during field improvements and pavement/concrete installation.

NMG received and acknowledged CUSD's request to reduce our contract pricing due to the current state of financial emergency for public education. As such, we propose to reduce the 2006 Professional Fee Schedule by 10 percent (our prior contract was based on the 2006 Professional Fee Schedule, which had been reduced from the year before). In lieu of providing a tabulated cost comparison, NMG proposes to show the 10 percent discount on each invoice.

This budget will be utilized for projects that are relatively small or have limited time durations. The initiation of any work would require your verbal authorization. A total amount of \$6,500 is considered appropriate for establishment of an on-call service budget. Our costs will accrue on a time-and-materials basis in accordance with the attached 2006 Professional Fee Schedule, minus a 10 percent discount.

If you have any questions regarding this cost estimate, please contact our office. We appreciate the opportunity to offer our services.

Respectfully submitted,

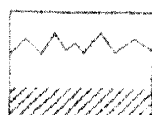
NMG GEOTECHNICAL, INC.

A handwritten signature in dark ink, appearing to read "Lynn Yost", is written over the printed name.

Lynn Yost, CEG 2317
Associate Geologist

Attachment: 2006 Professional Fee Schedule

Distribution: (1) Addressee (via e-mail)



2006 PROFESSIONAL FEE SCHEDULE

HOURLY RATES BY STAFF CATEGORY

Principal and Associate Engineer/Geologist	\$120
Project Engineer/Geologist	\$103
Senior Staff Engineer/Geologist	\$ 88
Supervisory Technician	\$ 88
Staff Engineer/Geologist	\$ 79
Senior Project Technician	\$ 79
Project Technician	\$ 72
Staff Technician	\$ 65
CAD Drafter/Technical Illustrator	\$ 65
Word Processor	\$ 57
Technical Assistant	\$ 47

LABORATORY TESTING

Moisture Content	\$ 13	Consolidation	\$175
Moisture Content & Density	\$ 22	- For time-rate, add \$35/increment	
Atterberg Limits	\$125	- For remolded, add \$50/specimen	
Particle-Size Sieve Analysis	\$ 80	- For reload, add \$100/cycle	
Finer than No. 200 Sieve	\$ 50	Hydroconsolidation/Collapse	\$100
Hydrometer Analysis	\$ 85	Undisturbed Direct Shear	\$160
Maximum Dry Density	\$190	Undisturbed Direct Shear – Slow	\$275
Maximum Dry Density with Oversize Particle	\$230	Remolded Direct Shear	\$225
Caltrans 216 Maximum Density	\$170	Remolded Direct Shear – Slow	\$350
Sand Equivalent	\$ 70	Residual Direct Shear	\$550
Soluble Sulfate Content	\$ 50	R-Value	\$195
Expansion Index	\$140	Asphalt Maximum Density	\$190
Concrete Compression (per cylinder)	\$ 25	Grout Prisms (4)	\$100
CMU Grouted Prisms		Shotcrete Panel	\$100
Compression Test ≤8" x 8" x 16"	\$ 180		
Compression Test >8" x 8" x 16"	\$ 250		

NOTES

1. No additional charges for field vehicle usage, nuclear gauge, or overtime work.
2. Heavy equipment (i.e. drill rig, backhoe, CPT) charges will be invoiced at cost.
3. Delivery and outside reproduction charges will be invoiced at cost.
4. Outside laboratory test charges will be invoiced at cost.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 27, 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. Barcelo, Lorena	Blngl Comm Svcs Liaison	Voluntary	01/10/2011	03/11/2013
2. Clary, Diane	MS Campus Supvr	Voluntary	03/10/2008	03/06/2013
3. Cummings, Richard	ASB Worker	Voluntary	02/22/2013	03/08/2013
4. Finkel, Ruth	Sub Student Supvr	District Initiated	03/19/2009	03/21/2009
5. LaRiva, Mitch	Walk on Coach	District Initiated	02/27/2009	03/21/2013
6. LeCastro, Christine	Sub FS Worker	District Initiated	09/02/2008	03/21/2013
7. Matzek, Bradley	ASB Worker	District Initiated	02/28/2009	03/21/2013
8. Mizejewski, Rebeca	Blngl Comm Svcs Liaison	Other Employment	01/30/2012	03/15/2013
9. Nelson, Yesenia	IF-Sp Ed	Voluntary	02/01/2006	03/22/2013
10. Norman, Gene	Health Asst	Other Employment	01/17/2006	04/05/2013
11. Sherman-Bosma, Debra	Sub Sch Bus Driver	District Initiated	02/16/2011	12/19/2012
12. Taylor, Angie	Inst Asst-Sp Ed	Personal	05/18/2011	04/01/2013
13. Tehrani, Kiamoosh	Inst Asst-Presch	District Initiated	10/12/2007	03/14/2013
14. Vaca, Shanene	LVN	Voluntary	03/04/2013	03/13/2013
15. Velazquez, Belen	FS Worker	Relocation	02/24/2012	03/26/2013
16. Vossen, Tovi	Inst Asst-Sp Ed	Voluntary	10/22/2007	03/29/2013

APPROVE EMPLOYMENT

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
17. Alvarez, Lupe	Custodian I (12mo/40hpw)	\$2,830.36 mo	R26-1	03/28/2013
18. Ramirez, Adam	Custodian I (12mo/40hpw)	\$2,830.36 mo	R26-1	03/28/2013

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
19. Bayrumkel, Bonnie	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$ 14.08 hr	R20-1	03/28/2013
20. Bournazian, Maureen	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$ 14.08 hr	R20-1	03/28/2013
21. Geoghegan, Elmo	IF-Sp Ed (9.5mo/17.5hpw)	\$ 14.79 hr	R20-1	03/28/2013
22. Gordon, Mercy	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$ 14.08 hr	R20-1	03/28/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 27, 2013
Classified Employees

APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
23. Hughes, Geitan	LVN (9.5mo/17.5hpw)	\$ 18.02 hr	R30-1	03/28/2013
24. Knowles, Gloria	IF-Sp Ed (9.5mo/17.5hpw)	\$ 14.79 hr	R20-1	03/28/2013
25. Mansfield, Chelsae	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$ 14.08 hr	R20-1	03/28/2013
<u>Name</u>	<u>Recall from Layoff</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
26. Bell, Steven	HS Campus Supvr (9.5mo/17.5hpw)	\$ 15.93 hr	R25-1	03/28/2013
27. Bones, Dan	Maint Planner (12mo/40hpw)	\$6,525.95 mo	R46-15	03/28/2013
28. Breithaupt, Scott	Sch Bus Driver (9.5mo/per bid)	\$ 20.23 hr	R28-4	03/28/2013
29. Guillen, Taryn	Opportunity Asst (9.5mo/40hpw)	\$3,438.20 mo	R25-6	04/01/2013
30. Ortega, Carmen	Blngl Inst Asst (9.5mo/17.5hpw)	\$ 17.13 hr	R22-4	03/28/2013
<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
31. Kurd-Misto, Tameem	IF-Sp Ed	\$ 14.79 hr	R22-1	03/28/2013
	Inst Asst-Sp Ed	\$ 14.08 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$ 13.74 hr	R19-1	
32. Paredes, Juan	Custodian I	\$ 16.33 hr	R26-1	03/28/2013
33. Peterson, Caroline	Student Supvr	\$ 10.00 hr		03/28/2013
34. Rin, Mary Jane	Student Supvr	\$ 10.00 hr		03/28/2013
35. Ruvalcaba Marmolejo, Raul	Custodian I	\$ 16.33 hr	R26-1	03/28/2013
36. Shrader, Erika	IF-Sp Ed	\$ 14.79 hr	R22-1	03/28/2013
	Inst Asst-Sp Ed	\$ 14.08 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$ 13.74 hr	R19-1	
37. Taylor, Angie	Inst Asst-Sp Ed	\$ 14.08 hr	R20-1	04/02/2013
38. Zapata, Jose	Custodian I	\$ 16.33 hr	R26-1	03/28/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 27, 2013
Classified Employees

APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
39. Aguilar, Kirk	Student Worker	\$ 8.00 hr	02/01/2013- 06/30/2013
40. Andablo, Jessica	Student Worker	\$ 8.00 hr	02/01/2013- 06/30/2013
41. Ballinas, Nadiah	Student Worker	\$ 8.00 hr	03/05/2013- 06/30/2013
42. Burns, Cameron	Student Worker	\$ 8.00 hr	02/01/2013- 06/30/2013
43. Gomez, Lydia	Testing Asst	\$13.74 hr	03/01/2013- 06/11/2013
44. Hernandez-Rios, Juan	Student Worker	\$ 8.00 hr	02/01/2013- 06/30/2013
45. Howe, Suzanne	Sub IF-Sp Ed	\$14.49 hr	11/29/2012- 12/05/2012
46. Hunter, Eric	Student Worker	\$ 8.00 hr	02/01/2013- 06/30/2013
47. Peralez, Marissa	Student Worker	\$ 8.00 hr	02/01/2013- 06/30/2013
48. Simon, Emily	Student Worker	\$ 8.00 hr	02/01/2013- 06/30/2013
49. Stoner, David	Student Worker	\$ 8.00 hr	02/01/2013- 06/30/2013
50. Vargas, Hugo	Student Worker	\$ 8.00 hr	02/01/2013- 06/30/2013

APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
51. Schubel, Nathan	Swimming, Girls Varsity (Asst)	Tesoro HS	\$2,609.00	02/23/2013- 05/10/2013

APPROVE CIF CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
52. Bosio, Daniella	Soccer, Girls Varsity (Asst)	Capistrano Valley HS	\$ 260.90	02/09/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 27, 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>
53. Dodge, Randy	Soccer, Girls (Head)	Aliso Niguel HS	\$ 326.10	02/07/2013
54. Fisher, Kylie	Pep Squad, HS	Aliso Niguel HS	\$ 304.40	02/07/2013
55. Parks, Joshua	Basketball, Boys Varsity (Asst)	Tesoro HS	\$ 304.40	03/03/2013
56. Powell, Neill	Soccer, Girls Varsity (Head)	Capistrano Valley HS	\$ 326.10	02/09/2013

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
57. Alford, Jordan	Baseball, (Asst)	San Juan Hills HS	\$2,500.00	02/01/2013- 05/10/2013
58. Calzadilla, Erick	Soccer, Boys (Asst)	Tesoro HS	\$1,304.43	11/19/2012- 02/28/2013
59. Chang, Edwin	Lacrosse, (Asst)	Tesoro HS	\$2,174.05	02/23/2013- 05/10/2013
60. Furmanski, Jake	Baseball, (Asst)	San Clemente HS	\$2,000.00	03/28/2013- 05/10/2013
61. Goodman, Spenser	Swimming, Boys (Asst)	Capistrano Valley HS	\$1,000.00	02/18/2013- 05/03/2013
62. Hamilton, Corey	Lacrosse, Boys (Asst)	San Clemente HS	\$3,000.00	03/28/2013- 05/10/2013
63. Hawthorne, Donald	Track, (Asst)	Aliso Niguel HS	\$ 700.00	02/11/2013- 05/03/2013
64. Hill, Paul	Softball, Varsity, Off Season	San Clemente HS	\$1,500.00	10/18/2012- 01/28/2013
65. Hirata, Jeremy	Lacrosse, Boys (Asst)	Dana Hills HS	\$2,250.00	02/23/2013- 05/10/2013
66. Hutnick, Mike	Lacrosse, Boys, (Head) Off Season	San Clemente HS	\$3,000.00	09/12/2012- 12/17/2012
67. Klaeb, Melissa	Water Polo, Girls (Asst)	Capistrano Valley HS	\$2,174.00	11/19/2012- 02/08/2013
68. Kolodziej, Katherine	Volleyball, Boys Varsity (Asst)	Tesoro HS	\$2,500.00	02/23/2013- 05/01/2013
69. Koshko, Darren	Baseball, Varsity (Asst)	Aliso Niguel HS	\$3,350.00	01/07/2013- 05/03/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 27, 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>
70. Madden, Chris	Lacrosse, Boys, (Asst)	San Clemente HS	\$3,000.00	03/05/2013- 05/10/2013
71. Meledy, Tim	Track, (Asst)	Capistrano Valley HS	\$2,608.00	02/23/2013- 05/03/2013
72. Milosch, Chris	Track, (Asst)	Dana Hills HS	\$1,500.00	03/14/2013- 05/10/2013
73. Peeler, Dani	Water Polo, Girls (Asst)	Capistrano Valley HS	\$2,174.00	11/19/2012- 02/08/2013
74. Touchberry, Garren	Lacrosse, (Asst)	Tesoro HS	\$2,174.05	02/23/2013- 05/10/2013
75. Wilson, Mark	Baseball, (Asst)	Dana Hills HS	\$2,000.00	03/28/2013- 05/10/2013

APPROVE EMPLOYMENT PENDING CLEARANCES

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
76. Brock, Stephanie	Inst Asst-Science (9.5mo/15hpw)	\$13.74 hr	R19-1	03/28/2013
77. Davis, Melissa	Inst Asst (9.5mo/17.5hpw)	\$13.74 hr	R19-1	03/28/2013
78. Garcia, Susan	Inst Asst-Computer Lab (9.5mo/17.5hpw)	\$13.74 hr	R19-1	03/28/2013
79. Gordon, Mercy	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	03/28/2013

APPROVE PROMOTION

<u>Name</u>	<u>Former Position</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
80. Barajas, Delia	FW Worker (9.5mo/30hpw)	Lead FS Worker II (Temp/30hpw)	R31-1	03/11/2013- 03/15/2013
81. Nilsson, Sharon	HS Library Media Clerk (10.5mo/40hpw)	Activities Acct Clerk (10.75mo/40hpw)	R30-10	03/28/2013
82. Teran, Sheila	Opportunity Asst (9.5mo/40hpw)	Custodian I (12mo/40hpw)	R26-15	04/01/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 27, 2013
Classified Employees

APPROVE ASSIGNMENT ADJUSTMENTS

<u>Name</u>	<u>Former Position</u>	<u>Assignment Adjustment</u>	<u>Range Step</u>	<u>Effective Date</u>
83. Massaro, Michelle	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/32.5hpw)	R22-4	04/15/2013

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
84. Alston, Julie-Anne	IF-Sp Ed TAA NTE 17.5 hrs (Attend CAT classes)	01/29/2013- 03/14/2013
85. Azzazy, Amparo	Blngl Comm Svcs Liaison TAA NTE 30 hrs (Support for EL students)	03/01/2013- 06/11/2013
86. Cancinos, Silvia	Blngl Inst Asst TAA NTE 10 hrs (Translate for parent/teacher conferences)	03/26/2013- 06/11/2013
87. Conroy, Ana	IF-Sp Ed TAA NTE 4 hpw (Support for IEP)	01/07/2013- 06/11/2013
88. Craft, Karen	IF-Sp Ed TAA NTE 57.5 hrs (Provide additional hours)	09/01/2012- 02/28/2013
89. Forbes, Katheryn	Inst Ast TAA NTE 50 hrs (Assist Title I schools with science materials)	03/12/2013- 06/11/2013
90. Rastad, Jaleh	Inst Asst-Sp Ed TAA NTE 17.5 hrs (Attend CAT classes)	01/29/2013- 03/14/2013
91. Reategui, Alonso	Blngl Comm Svcs Liaison TAA NTE 2 hpw (Prepare activities for post-secondary fairs)	03/01/2013- 06/11/2013
92. Rodriguez, Octavio	Storekeeper/Delivery Driver TAA NTE 40 hpw (Picking up food and produce)	06/12/2013- 06/14/2013
93. Sall, Sam	Storekeeper/Delivery Driver TAA NTE 40 hpw (Picking up food and produce)	06/12/2013- 06/14/2013
94. Sanchez, Jose	Storekeeper/Delivery Driver TAA NTE 40 hpw (Picking up food and produce)	06/12/2013- 06/14/2013
95. Sandino, Claudia	Blngl Comm Svcs Liaison TAA NTE 2 hrs (Translate for parent conference)	02/25/2013
96. Sosa, Cesar	Storekeeper/Delivery Driver TAA NTE 40 hpw (Picking up food and produce)	06/12/2013- 06/14/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 27, 2013
Classified Employees

**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>
97. Bianco, Vera	IF-Sp Ed (9.5mo/17.5hpw)	Caregiver-Sp Ed	R19-5	03/28/2013
98. Cherone, Liz	Health Asst (9.5mo/17.5hpw)	Elem Sch Office Mgr	R33-6	03/04/2013
99. Clark, Vernitra	LVN (9.5mo/17.5hpw)	Sch Secretary II	R29-3	02/21/2013
100. Jackes, Annette	MS Campus Supvr (9.5mo/17.5hpw)	Sch Secretary II	R29-5	02/21/2013
101. Jambusaria, Sangeeta	Student Supvr (9.5mo/11.25 hpw)	Inst Asst	R19-1	03/28/2013

APPROVE PROFESSIONAL GROWTH STIPEND

NTE \$500.00

102. Bishop, Eric	105. Rohrer, Linda
103. Friedlander, Dorothy	106. Scott, Karen
104. Goodridge, Elizabeth	

APPROVE LEAVES OF ABSENCE

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
107. Baca, Kerry Lynn	Personal	03/21/2013- 09/30/2013
108. Foat, Laureen	Personal	03/01/2013- 09/01/2013
109. Jorat, Zaida	Personal	03/06/2013- 06/11/2013
110. Ranallo, Mallory	Personal	03/04/2013- 04/08/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 27, 2013
Certificated Employees

ACCEPT RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Abney, Kelly	Substitute Teacher	District Initiated	10/11/2011	03/11/2013
2. Alva, Christie	Substitute Teacher	District Initiated	02/20/2012	03/11/2013
3. Anderson, Helen	Substitute Teacher	District Initiated	02/28/2011	03/11/2013
4. Anderson, Stacy	Substitute Teacher	District Initiated	05/15/2012	03/11/2013
5. Asuncion, Blaire	Substitute Teacher	District Initiated	11/01/2007	03/11/2013
6. Barber, Laurie	Substitute Teacher	District Initiated	10/11/2011	03/11/2013
7. Bellante, Richard	Principal	Retirement	09/08/1975	06/28/2013
8. Beneventi, Jennifer	Substitute Teacher	District Initiated	09/03/2009	03/11/2013
9. Best, Kathrina	Substitute Teacher	District Initiated	10/07/1999	03/11/2013
10. Blum, Katelin	Substitute Teacher	District Initiated	02/23/2011	03/11/2013
11. Boice, Skyler	Substitute Teacher	District Initiated	09/29/2011	03/11/2013
12. Bortz, Suzanna	Substitute Teacher	District Initiated	09/27/2011	03/11/2013
13. Brosamer, Sharon	Substitute Teacher	District Initiated	03/01/2012	03/11/2013
14. Brown, Danielle	Substitute Teacher	District Initiated	09/29/2011	03/11/2013
15. Brown, Jessica	Substitute Teacher	District Initiated	10/18/2011	03/11/2013
16. Brown, Justin	Substitute Teacher	District Initiated	08/27/2008	03/11/2013
17. Burdyslaw, Debra	Substitute Teacher	District Initiated	07/12/2012	03/13/2013
18. Camacho, Francisco	Substitute Teacher	District Initiated	10/19/2011	03/13/2013
19. Carrillo, Jaclyn	Substitute Teacher	District Initiated	02/14/2012	03/13/2013
20. Casper, Laura	Substitute Teacher	District Initiated	05/15/2012	03/13/2013
21. Chickman, Amanda	Substitute Teacher	District Initiated	05/15/2012	03/13/2013
22. Cincotta, Christopher	Substitute Teacher	Personal	10/10/2012	03/12/2013
23. Cody, Jeffrey	Substitute Teacher	District Initiated	10/09/2012	03/14/2013
24. Cohen, Jason	Substitute Teacher	District Initiated	02/10/2005	03/14/2013
25. Court, Jan	Substitute Teacher	District Initiated	04/27/2005	03/14/2013
26. Danner, Steven	Substitute Teacher	District Initiated	12/15/2011	03/14/2013
27. Denison, Amanda	Substitute Teacher	District Initiated	11/21/2011	03/14/2013
28. Devore, Amy	Substitute Teacher	District Initiated	09/20/2004	03/24/2013
29. Dresser, De Loris	Teacher-LOA Medical	Paid Leave Expired	09/04/1992	01/31/2013
30. Durham, Leslie	Substitute Teacher	District Initiated	09/29/2011	03/14/2013
31. Going, Melissa	Substitute Teacher	District Initiated	05/15/2012	03/14/2013
32. Gutierrez, Maria	Substitute Teacher	District Initiated	10/11/2011	03/19/2013
33. Hairston, Marques	Substitute Teacher	District Initiated	10/19/2011	03/19/2013
34. Hanhon, Itedal	Substitute Teacher	District Initiated	05/15/2012	03/19/2013
35. Hawkins, Katie	Substitute Teacher	District Initiated	01/10/2012	03/19/2013
36. Hill, Susan	Substitute Teacher	District Initiated	11/13/2009	03/19/2013
37. Hinkey, Sharla	Substitute Teacher	District Initiated	09/03/2009	03/19/2013
38. Hyden, Brook	Substitute Teacher	District Initiated	03/13/2012	03/19/2013
39. Ignacio, Jesica	Substitute Teacher	District Initiated	10/18/2011	03/19/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 27, 2013
Certificated Employees

ACCEPT RESIGNATIONS/TERMINATIONS (Cont.)

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
40. Janssen, Heide	Substitute Teacher	District Initiated	10/09/2012	03/19/2013
41. Jarvis, Leanne	Substitute Teacher	District Initiated	02/14/2012	03/19/2013
42. Jensma, Marlo	Substitute Teacher	District Initiated	11/29/2007	03/19/2013
43. Jessup, Kathleen	Substitute Teacher	District Initiated	09/28/2011	03/19/2013
44. Johnson, Heather	Substitute Teacher	District Initiated	09/28/2011	03/19/2013
45. Johnson, Shauna	Substitute Teacher	District Initiated	01/27/2009	03/19/2013
46. Jones, Donice	Substitute Teacher	District Initiated	10/18/2011	03/19/2013
47. Kamen, Yolanda	Substitute Teacher	Other Employment	09/25/2012	03/14/2013
48. Kanode, Cathy	Substitute Teacher	District Initiated	08/18/2011	03/19/2013
49. Kaplan, Lauren	Substitute Teacher	District Initiated	09/25/2012	03/19/2013
50. Keffer, Heidi	Substitute Teacher	District Initiated	02/14/2012	03/19/2013
51. Kirby, Melissa	Substitute Teacher	District Initiated	10/12/2011	03/19/2013
52. Lepowsky, Bernice	Substitute Teacher	District Initiated	02/28/2011	03/19/2013
53. Luce, Joanna	Substitute Teacher	District Initiated	03/01/2012	03/19/2013
54. Mason, Candice	Substitute Teacher	District Initiated	02/14/2012	03/19/2013
55. Mattair, Laura	Substitute Teacher	District Initiated	05/24/2011	03/19/2013
56. Mitchell, Lauren	Substitute Teacher	District Initiated	05/15/2012	03/19/2013
57. Mock, Ryan	Substitute Teacher	District Initiated	05/15/2012	03/19/2013
58. Moller, Laurie	Substitute Teacher	District Initiated	10/11/2011	03/19/2013
59. Moothart, Lindsey	Substitute Teacher	District Initiated	10/10/2011	03/19/2013
60. Morris, Brooke	Substitute Teacher	District Initiated	05/15/2012	03/19/2013
61. Munsell, Scott	Substitute Teacher	District Initiated	01/06/2010	03/19/2013
62. Murphey, Sarah	Substitute Teacher	District Initiated	10/18/2011	03/19/2013
63. Murphy, Grace	Substitute Teacher	District Initiated	03/29/2012	03/19/2013
64. Myhill, Lucas	Substitute Teacher	District Initiated	03/13/2012	03/19/2013
65. Norby, Marsha	Substitute Teacher	District Initiated	05/15/2012	03/19/2013

APPROVE SUBSTITUTE TEACHERS

Pay @ \$90.00 per day

66. Baltazar Jr., Richard	76. Koch, Amy
67. Boranian, Kristen	77. Lange, Catherine
68. Carlin, Matthew	78. MacDonald, Collin
69. Craig, Jennifer	79. Masters, Cara
70. Ehle, Angelique	80. Pletz, Glen
71. Ellsworth, Laura	81. Presley, Michelle
72. Fitzgerald, Richard	82. Roma, Brenda
73. Hoffman, Sara	83. Suttles, Andrea
74. Johnson, Lauren	84. Zoerner, Stephen
75. Kleindienst, Michelle	

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 27, 2013
Certificated Employees

APPROVE 6/5th ASSIGNMENT 2nd SEMESTER

85. Blanco-Johnson, Sylvia**	93. Mink, Kelli**
86. Boland, Mary**	94. Olinger, Cathy**
87. Bushkin, Annette**	95. Orgeron, Dennis**
88. Clark, Brian**	96. Stark, Cynthia**
89. Davis, Petra**	97. Theurer, Todd**
90. Hoover, Lisa**	98. Tita, Lisa**
91. Knutsen, Michele**	99. Vollebregt, Kirschel**
92. Kolasa, Jeff**	

* Special Education Teacher

** Not enough courses to hire an additional teacher (sections are within the site's staffing allocation)

APPROVE ASSIGNMENT ADJUSTMENT

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
100. Levy, Matthew	Teacher-LOA	Teacher	09/06/2013

APPROVE ADDITIONAL ASSIGNMENTS

After School Homework Program – Multiple Sites

Not to exceed 30 hours instructional pay @ \$35.00 per hour

02/04/2013-06/11/2013

101. Espinoza, Soraya	104. Sampson, Audra
102. Prinz, Jeff	105. Sampson, Timothy
103. Rigby, Michael	106. Wilcox, Lisa

ELD Advisor – Multiple Sites

Not to exceed 166 hours non-instructional pay @ \$30.00 per hour

09/05/2012-06/12/2013

107. McCorkle, Valerie	109. Villalba, Fernanda
108. Pierce, Jonathan	

After School Instruction for EL and At Risk Students – George White Elem

Not to exceed 30 hours instructional pay @ \$35.00 per hour

02/26/2013-06/05/2013

110. Sundin, Kellee

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 27, 2013
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

After School Intervention – Las Palmas Elem

Not to exceed 45 hours instructional pay @ \$35.00 per hour
03/26/2013-06/11/2013

111. Paz Soldan, Paola

Translate during IEP Meetings – Marblehead Elem

Not to exceed 5 hours non-instructional pay @ \$30.00 per hour
02/28/2013-06/11/2013

112. Neidl, Isabel

Academic Literacy Training – San Juan Hills HS

Not to exceed 16 hours non-instructional pay @ \$30.00 per hour
02/01/2013-06/11/2013

113. Alberts, Shannon

Bilingual Student Assessments – Special Education

Not to exceed 8 hours pay @ hourly per diem rate
03/07/2013-06/30/2013

114. Mendez, Alma

Coverage for Psychologist on Leave of Absence – Special Education

Not to exceed 96 hours pay @ hourly per diem rate
03/12/2013-06/30/2013

115. Richardson, Heather

Extended School Year Program Coordinator – Special Education

Not to exceed 75 hours pay @ \$55.00 per hour
04/01/2013-06/30/2013

116. Pettet, Stephanie

Home/Hospital Instruction – Special Education

Not to exceed 5 hpw instructional pay @ \$35.00 per hour
02/25/2013-06/30/2013

117. Donnelly, John

118. Laving, Melanie

SES After School Tutoring Program Prep – State and Federal Programs

Not to exceed 4 hours non-instructional pay @ \$30.00 per hour
03/01/2013-05/01/2013

119. Fatehi, Brenda

REVISED
3-26-13

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 27, 2013
Certificated Employees

APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
120. Cordina, Maureen	Outdoor Education, Elementary	Reilly Elem	\$ 109.00 per night	05/21/2013- 05/24/2013
121. Furlong, Adriana	ASB Elementary	Marblehead Elem	\$1,304.00	09/05/2012- 06/11/2013
122. George, Lorraine	Outdoor Education, Elementary	Reilly Elem	\$ 109.00 per night	05/21/2013- 05/24/2013
123. Guckert, Cheryl	Outdoor Education, Elementary	Lobo Elem	\$ 109.00 per night	03/12/2013- 03/15/2013
124. McMurray, Mike	Outdoor Education, Elementary	Reilly Elem	\$ 109.00 per night	05/21/2013- 05/24/2013
125. Poston, Matthew	Football, Varsity (Head)	Capistrano Valley HS	\$3,913.00	03/28/2013- 11/01/2013
126. Vierra, Michelle	Outdoor Education, Elementary	Lobo Elem	\$ 109.00 per night	03/12/2013- 03/15/2013
127. Young, Marissa	Outdoor Education, Elementary	Lobo Elem	\$ 109.00 per night	03/12/2013- 03/15/2013

APPROVE CIF CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
128. Barnett, Keith	Basketball, Varsity (Head)	Aliso Niguel HS	\$ 347.80	02/07/2013
129. Cowell, Greg	Wrestling, Varsity (Head)	Aliso Niguel HS	\$ 326.10	02/06/2013
130. Garrett, Steve	Basketball, Boys Varsity (Head)	Tesoro HS	\$ 347.80	03/03/2013
131. Riach, Tom	Basketball, Varsity (Asst)	Aliso Niguel HS	\$ 304.40	02/07/2013
132. Weinberg, David	Band/Marching, HS	Aliso Niguel HS	\$ 391.30	02/07/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 27, 2013
Certificated Employees

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
133. Binley, Judd	Track/Field, (Asst)	San Clemente HS	\$1,000.00	02/11/2013- 05/03/2013
134. Bucher, Ernst	Football, Varsity (Head)	Capistrano Valley HS	\$7,826.00	03/28/2013- 08/01/2013

APPROVE LEAVES OF ABSENCE

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
135. Rodriguez, Aimee	Personal	02/15/2013- 06/12/2013