

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

BOARD OF TRUSTEES
Regular Meeting

June 11, 2014

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. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT**
Supervisor IV, Transportation Operations
(Pursuant to Government Code §54957)

EXHIBIT 3A

- B. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT**
Superintendent
(Pursuant to Government Code §54957)

- C. CONFERENCE WITH LABOR NEGOTIATORS**
Dr. Joseph M. Farley/Jodee Brentlinger/Clark Hampton/Jon Pearle
Employee Organizations:
1) Capistrano Unified Education Association (CUEA)
2) California School Employees Association (CSEA)
3) Teamsters
4) Unrepresented Employees (CUMA)
(Pursuant to Government Code §54957.6)

PUBLIC HEARINGS:

Agenda Item #1 – Local Control Accountability Plan Update

Agenda Item #3 – 2014-2015 Proposed Budget Adoption

Agenda Item #5 – Special Education Local Plan Area Annual Service Plan and Annual Budget Plan

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

*David Armitage, Marcos Gutierrez, Colleen Lamb, Karen Walker, Donna Yount, and
Stephanie Zenisek – 2014 Classified Employees of the Year
Elisa Slee – Science Education Contributions*

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 HEARING

1 PUBLIC HEARING: LOCAL CONTROL ACCOUNTABILITY PLAN UPDATE: INFORMATION/
DISCUSSION

The Board will conduct a public hearing on the Local Control Accountability Plan. Supporting information is located in Exhibit 2.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

***Contacts: Julie Hatchel, Assistant Superintendent, Education Services, Elementary
Michelle Le Patner, Assistant Superintendent, Education Services, Secondary***

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. LOCAL CONTROL ACCOUNTABILITY PLAN UPDATE: INFORMATION/
DISCUSSION
Page 1
EXHIBIT 2

In June 2013, the Legislature adopted a new funding system for schools in California known as the Local Control Funding Formula (LCFF). The purpose of the new funding formula was to give districts more local control over how funds are spent. As part of LCFF, the Legislature included an accountability component known as the Local Control and Accountability Plan (LCAP). In developing its LCAP, districts must address eight state priorities and solicit input and consult with stakeholders. As part of the process, each district is required to hold one public hearing to solicit the recommendations and comments of the members of the public regarding the specific actions and expenditures proposed. The LCAP and final 2014-2015 budget will be presented for Board action at the June 25 Board meeting.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

***Contacts: Julie Hatchel, Assistant Superintendent, Education Services, Elementary
Michelle Le Patner, Assistant Superintendent, Education Services, Secondary***

Staff Recommendation

It is recommended the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, Elementary, and Michelle Le Patner, Assistant Superintendent, Education Services, Secondary, to present information on this item and answer any questions Trustees may have. This is an information item only and no Board action is necessary.

3. PUBLIC HEARING: 2014-2015 PROPOSED BUDGET ADOPTION:

The Board will conduct a public hearing on the 2014-2015 Budget Adoption. Supporting documentation is located in Exhibit 4.

CUSD Strategic Plan Pillar 5: Effective Operations

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

INFORMATION/
DISCUSSION

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. 2014-2015 PROPOSED BUDGET ADOPTION:

The District is required by law to adopt a budget for the 2014-2015 fiscal year no later than June 30, 2014, for enactment on July 1, 2014. The budget for 2014-2015 will be based upon revenue assumptions outlined within the Governor's May Revise, as well as District-specific assumptions for revenue and expenditures and incorporate expenditures listed in the District's Local Control Accountability Plan (LCAP).

This item is a preliminary look at the general fund 2014-2015 budget and the 2013-2014 estimated actuals budget. The budget reflects information outlined in the Governor's May Revise and recommendations given by the Orange County Department of Education along with the District LCAP. The final 2014-2015 budget will be presented for Board action at the June 25 meeting.

CUSD Strategic Plan Pillar 5: Effective Operations

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

INFORMATION/
DISCUSSION
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EXHIBIT 4

Staff Recommendation

It is recommended the Board President recognize Clark Hampton, Deputy Superintendent, Business and Support Services, who will provide information on this item and answer any questions Trustees may have. This is an information item only and no Board action is necessary.

5. PUBLIC HEARING: SPECIAL EDUCATION LOCAL PLAN AREA ANNUAL SERVICE PLAN AND ANNUAL BUDGET PLAN:

The Board will conduct a public hearing on the Special Education Local Plan Area Annual Service Plan and Annual Budget Plan. Supporting information is located in Exhibit 6.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

Staff Recommendation

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

6. SPECIAL EDUCATION LOCAL PLAN AREA ANNUAL SERVICE PLAN AND ANNUAL BUDGET PLAN:

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

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the 2014-2015 Annual Service Plan and Annual Budget Plan.

Motion by _____ Seconded by _____

DISCUSSION/ACTION ITEMS

7. SMARTER BALANCED ASSESSMENT CONSORTIUM FIELD TEST UPDATE:

Throughout Spring 2014, District students in grades three through eight and grade eleven participated in the Smarter Balanced Assessment Consortium (SBAC) computerized field test. Assessments tested students' mastery of the Common Core State Standards in mathematics and/or English-Language Arts. This item presents a summary of the program.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

Contacts: Michelle Le Patner, Assistant Superintendent, Education Services, Secondary

Staff Recommendation

It is recommended the Board President recognize Michelle Le Patner, Assistant Superintendent, Education Services, Secondary, to present information on this item and answer any questions Trustees may have. This is an information item only and no Board action is necessary.

8. CHROMEBOOK PILOT PROGRAM UPDATE:

The District piloted Chromebooks and Google Apps for Education in six schools starting in February 2014. Nearly 1,000 students and 28 teachers participated in the program. The purpose of the program was to evaluate technology and resources to assist schools with the task of preparing teachers and students in implementing Common Core State Standards, as well as develop the necessary technology literacy skills for the mastery of content and preparation for performance on the Smarter Balanced Assessment. This item presents an update on the program including feedback from parents, students, and staff on the impact of the program, as well as presents potential next steps for expanding the program to additional grade levels in the coming school years with allocated Common Core funding. Due to the success of the program, staff requests approval to advertise a Chromebook bid to potentially purchase up to 5,000 additional devices to support Smarter Balanced Assessments in the upcoming school year.

CUSD Strategic Plan Pillar 5: Effective Operations

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

DISCUSSION/
ACTION

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EXHIBIT 6

INFORMATION/
DISCUSSION

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EXHIBIT 7

DISCUSSION/
ACTION

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EXHIBIT 8

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 provide staff with direction on expanding the Chromebook program and approve to advertise for bid.

Motion by _____ Seconded by _____

9. STEM IMPLEMENTATION UPDATE:

STEM is an acronym that represents the integration of Science, Technology, Engineering, and Math within K-12 schools. In contrast to the traditional model in which these areas were taught in isolation, STEM education promotes critical thinking and problem solving encompassing all areas of real-world situations. As a K-12 initiative, STEM education is considered crucial to the preparation of students for our nation's current and future workplace. During the last few years, the District has engaged in a number of efforts to facilitate the implementation of STEM education. As a result, the District is now providing STEM education to students across a greater number of classrooms in grades K-12. This item will update Trustees of the progress made in these efforts, including: the implementation of hands-on, inquiry-based science; targeted professional development; and the design of specific instruction that integrates STEM principles and content.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

Contacts: Julie Hatchel, Assistant Superintendent, Education Services, Elementary

Michelle Le Patner, Assistant Superintendent, Education Services, Secondary

Staff Recommendation

It is recommended the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, Elementary, and Michelle Le Patner, Assistant Superintendent, Education Services, Secondary, to present information on this item and answer any questions Trustees may have. This is an information item only and no Board action is necessary.

10. RESOLUTION NO. 1314-52, RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT DECLARING ITS INTENT TO GRANT EASEMENTS AND RIGHTS OF WAY TO SAN DIEGO GAS & ELECTRIC COMPANY AND COX COMMUNICATIONS CALIFORNIA, LLC AND TAKING ACTIONS RELATED THERETO:

The Board of Trustees is considering granting easements and rights of way to San Diego Gas & Electric Company (SDG&E) and Cox Communications California, LLC (Cox) of certain portions of property owned by the District located at 31422 Camino Capistrano pursuant to Education Code §17556 *et seq.* in order for SDG&E to erect, construct, reconstruct, replace, repair, maintain, and use guy poles and/or anchors together with connecting wires relating to an existing guy pole located on property belonging to the City of San Juan Capistrano and in order for Cox to construct, place, operate, repair, inspect, maintain, replace, and remove such aerial telecommunications facilities together with a right of ingress and egress and across certain portions of the District property located at 31422 Camino Capistrano.

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.

INFORMATION/
DISCUSSION

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EXHIBIT 10

Following discussion, it is recommended the Board of Trustees Adopt Resolution No. 1314-52, Resolution of the Board of Trustees of the Capistrano Unified School District Declaring its Intent to Grant Easements and Rights of Way to San Diego Gas & Electric Company and Cox Communications California, LLC and Taking Actions Related Thereto.

Motion by _____	Seconded by _____
ROLL CALL:	
Student Advisor Leilah Rodriguez ____	
Trustee Addonizio _____	Trustee Hatton-Hodson _____
Trustee Bryson _____	Trustee Pritchard _____
Trustee Hanacek _____	Trustee Reardon _____
	Trustee Alpay _____

11. RESOLUTION NO. 1314-53, APPROVAL OF GLOBAL POSITIONING SYSTEM REQUEST FOR PROPOSALS PROCESS:

Resolution No. 1314-53 authorizes the District to utilize the Request for Proposals (RFP) process to acquire technology, telecommunications, related equipment, software, and services taking into account specific requirements and evaluation criteria in addition to cost as allowed by Public Contract Code §20118.2. The District is seeking to purchase a Global Positioning System (GPS) for buses to locate and track vehicles in real time; provide real-time metrics such as speed, distance, acceleration rates, braking rates, route information, arrival and departure times, load and unload locations, paperless inspection verification and maintenance; and promote driver accountability and safety. The GPS would also allow for monitoring student ridership. Given the specialized and critical nature of the global positioning system, the District is requesting Board approval to publish an RFP with the following evaluation components (a) Price – 30 percent, (b) System Functionality – 20 percent, (c) Alert Messaging Functionality – 15 percent, (d) Purchase Incentives – 15 percent, (e) Implementation and Support Plan – 10 percent, and (f) Company References – 10 percent. The recommendation for award and agreement would be brought back to the Board of Trustees after the selection process concludes.

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. 1314-53, Approval of Global Positioning System Request for Proposals Process.

Motion by _____	Seconded by _____
ROLL CALL:	
Student Advisor Leilah Rodriguez ____	
Trustee Addonizio _____	Trustee Hatton-Hodson _____
Trustee Bryson _____	Trustee Pritchard _____
Trustee Hanacek _____	Trustee Reardon _____
	Trustee Alpay _____

DISCUSSION/
ACTION

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EXHIBIT 11

12. **RESOLUTION NO. 1314-54, RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT APPROVING A PARKING AND ACCESS LICENSE AGREEMENT BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND MARBLEHEAD DEVELOPMENT PARTNERS LLC, APPROVING A CONSTRUCTION LICENSE AGREEMENT, MAKING CERTAIN DETERMINATIONS AND TAKING RELATED ACTIONS:**

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EXHIBIT 12

The District owns certain property located in the City of San Clemente, California (City), known as Shorecliffs Middle School (District Property). Located on the District Property is a parking lot. Marblehead Development Partners LLC (Developer) is the current owner of property located in the City (Developer Property), portions of which are adjacent to the District Property. Located on Developer Property are a parking lot and private access roads. The proposed Parking and Access License Agreement grants the District and members of the public rights of ingress and egress over the private street access and parking lot located on Developer Property and allows the District and members of the general public to park on the Developer Parking Lot, and further described therein. Additionally, the Developer will perform certain required Improvements, as defined in the Construction License Agreement, at no cost to the District. Some of those Improvements are located on the District Property. Therefore, in order for the Developer to perform and complete such Improvements on both their property and the District Property, it is necessary to access and cross the District Property. The Construction License Agreement is intended to grant certain rights of egress and ingress access to and onto the District Property.

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 adopt Resolution No. 1314-54, Resolution of the Board of Trustees of the Capistrano Unified School District Approving a Parking and Access License Agreement between Capistrano Unified School District and Marblehead Development Partners LLC, Approving a Construction License Agreement, Making Certain Determinations and Taking Related Actions.

Motion by _____

Seconded by _____

ROLL CALL:

Student Advisor Leilah Rodriguez ____

Trustee Addonizio _____

Trustee Hatton-Hodson _____

Trustee Bryson _____

Trustee Pritchard _____

Trustee Hanacek _____

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.

GENERAL FUNCTIONS

13. SCHOOL BOARD MINUTES:

Approval of the minutes of the May 18, 2014, special Board meeting.

Contact: Jane Boos, Manager, Board Office Operations

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EXHIBIT 13

14. SCHOOL BOARD MINUTES:

Approval of the minutes of the May 28, 2014, regular Board meeting.

Contact: Jane Boos, Manager, Board Office Operations

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EXHIBIT 14

CURRICULUM & INSTRUCTION

15. PETITION TO WAIVE CALIFORNIA HIGH SCHOOL EXIT EXAM:

Approval to waive California Education Code §60851(c) and Board Policy 6162.52 for four 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 1314-027 through 1314-031. 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 is provided to Trustees under separate cover to protect the student's rights under the Family Educational Rights and Privacy Act. There is no financial impact.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

Contact: Michelle Le Patner, Assistant Superintendent, Education Services, Secondary

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

Approval of the appointment of candidates to serve as Community Advisory Committee (CAC) voting members for the 2014-2015 and 2015-2016 school years. In accordance with California Education Code §56190, each Special Education Local Plan Area (SELPA) shall establish a CAC with parents of special education students forming the majority. Based on the bylaws of the SELPA, a committee of voting members is established annually, comprised of District parents, teachers, administrators, and community representatives who serve District students. The term of appointment for voting members is two years, staggered annually. This agenda item requests Board approval to appoint Mandi San Miguel and Beth Anne Young as community representative CAC voting members for the 2014-2015 and 2015-2016 school years. There is no financial impact.

CUSD Strategic Plan Pillar 1: Community Relations

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

17. MEMORANDUM OF UNDERSTANDING WITH THE SCHOOL MOBILE ASSESSMENT RESOURCE TEAM:

Approval of the Memorandum of Understanding with the School Mobile Assessment Resource Team (SMART), for five years from July 1, 2014, through June 30, 2019. Since July 2001, SMART has provided the District with a rapid response law enforcement team to investigate suspected threats on our students and campuses. The idea behind SMART is to be proactive rather than reactive in addressing potentially dangerous situations. Its willingness to conduct threat assessments has been highly effective and has resulted in appropriate responses by both the school and law enforcement thus creating a public trust of both organizations amongst parents. SMART extends the capacities of a school to more effectively deal with a suspected threat by handling off the investigation to our law enforcement partners at the appropriate time. Calls for service from SMART have gradually reduced on our campuses because of their effectiveness. There is no fiscal impact.

CUSD Strategic Plan Pillar 2: Safe and Healthy Schools

Contact: Michelle Le Patner, Assistant Superintendent, Education Services, Secondary

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EXHIBIT 17

BUSINESS & SUPPORT SERVICES

- 18. PURCHASE ORDERS, COMMERCIAL WARRANTS, AND PREVIOUSLY BOARD-APPROVED BIDS AND CONTRACTS:** Page 169
EXHIBIT 18
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 \$734,808.78 and the commercial warrants total \$6,464,047.81. 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
- 19. DONATION OF FUNDS AND EQUIPMENT:** Page 199
EXHIBIT 19
Approval of donations of funds and equipment. A number of gifts have been donated to the District, \$107,090.92 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
- 20. INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE, AND MASTER CONTRACT AGREEMENTS:** Page 201
EXHIBIT 20
Approval of the District standardized Independent Contractor, Professional Services, Master Contract, and Field Service Agreements. 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 33 new Agreements totaling \$5,153,091.24, 40 extensions to existing Agreements totaling \$1,440,000, and two ratifications of amendments to existing Agreements totaling \$51,780. Due to the size of the contract documents, the General Conditions for each type of Agreement are posted online on the District's Board Agendas and Supporting Documentation page.
CUSD Strategic Plan Pillar 2: Safe and Healthy Schools
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
- 21. SPECIAL EDUCATION INFORMAL DISPUTE RESOLUTION AGREEMENT:**
Approval of the ratification of special education Informal Dispute Resolution Agreement Case #024214. Due to the confidential nature of the Agreement, supporting information is provided to Trustees under separate cover. There is no financial impact.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Sara Jocham, Assistant Superintendent, SELPA and Special Education Operations
- 22. STATEMENT OF WORK AND ONE-YEAR LICENSE AGREEMENT – MRC SQUARED, LLC:** Page 633
EXHIBIT 22
Approval of Statement of Work and One-Year License Agreement with MRC Squared, LLC, to deliver and facilitate a customized web-based training program to help prevent employee sexual misconduct. The total contract price is \$26,546.80, funded by the ASCIP Safety Credit Program and the general fund.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

23. STATEMENT OF WORK AND LICENSE AGREEMENT – MRC SQUARED, LLC:

Page 643
EXHIBIT 23

Approval of Statement of Work and License Agreement with MRC Squared, LLC, for a customized Learning Management System. The hosting service for MRC Squared provides the hardware, software, and Internet bandwidth necessary for the District to deliver e-learning courses to District users. The total contract price is \$7,000, which includes the Learning Management System and year one hosting and support, funded by the general fund.

CUSD Strategic Plan Pillar 5: Effective Operations

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

24. AWARD REQUEST FOR PROPOSAL NO. 7-1314, PHOTOGRAPHY SERVICES, CREATIVE IMAGES, LIFETOUCH NATIONAL SCHOOL STUDIOS, SIMONSON PHOTOGRAPHY, INCORPORATED, AND SOUTH COAST PHOTOGRAPHIC:

Approval of the award of Request for Proposal No. 7-1314, Photography Services to Creative Images, Lifetouch National School Studios, Simonson Photography, and South Coast Photographic. The District received seven proposals. The vendors were selected based on the company's experience, ability to provide quality-photography services, managerial capabilities, and qualifications of staff. The terms and conditions of the contract are still being negotiated. Once the contract has been finalized, it will be submitted to the Board for approval. Services under this contract are funded by the students, parents, and other groups with no impact on the general fund. The proposals, evaluation criteria, and rating sheets are available in the Purchasing Department for review. For more information, please contact Terry Fluent, Director, Purchasing, at (949) 234-9436.

CUSD Strategic Plan Pillar 5: Effective Operations

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

25. AWARD BID NO. 1415-02, OUTSOURCE TRANSPORTATION SERVICE, AMERICAN LOGISTICS COMPANY, LLC:

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EXHIBIT 25

Approval of Award of Bid No. 1415-02, Outsource Transportation Service to American Logistics Company, LLC. Nine vendors registered and downloaded documents; one bid was received and opened on May 6, 2014. American Logistics Company is the lowest responsive, responsible bidder. The term of the base contract is July 1, 2014, through June 30, 2015, with two one-year renewal terms at the option of the Board of Trustees. This contract provides special education transportation for those students who require transportation as determined by their Individualized Education Program. Additionally, special transportation arrangements may be required for individual regular education students due to unusual circumstances. Occasionally, due to the specific needs of a student, the District's Transportation Department does not have a bus available to transport a specific student to the needed location. This contract provides the additional and appropriate resources to meet the student's transportation needs in an efficient and cost-effective manner. Annual expenditures utilizing this contract are estimated to be \$200,000, funded by special education transportation and general funds.

CUSD Strategic Plan Pillar 5: Effective Operations

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

26. **AWARD BID NO. 1415-03, ELECTRICAL SUPPLIES AND MATERIALS, CED, INCORPORATED:** Page 671
EXHIBIT 26
Approval of Award of Bid No. 1415-03, Electrical Supplies and Materials to CED, Incorporated. Nine vendors registered and downloaded documents; one bid was received and opened on May 7, 2014. CED, Incorporated, is the lowest responsive, responsible bidder. The term of the base contract is July 1, 2014, through June 30, 2015, with two one-year renewal terms at the option of the Board of Trustees. Annual expenditures utilizing this contract are estimated to be \$125,000, funded by deferred maintenance, routine restricted maintenance, modernization, and site funds.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
27. **AWARD BID NO. 1415-04, GENERAL CONTRACTOR SERVICES, AJ FISTES CORPORATON:** Page 679
EXHIBIT 27
Approval of Award of Bid No. 1415-04, General Contractor Services to AJ Fistes Corporation. Fourteen contractors registered and downloaded documents; two bids were received and opened on May 7, 2014. AJ Fistes Corporation is the lowest responsive, responsible bidder. The term of the base contract is July 1, 2014, through June 30, 2015, with two one-year renewal terms at the option of the Board of Trustees. Annual expenditures utilizing this contract are estimated to be \$250,000, funded by deferred maintenance, routine restricted maintenance, modernization, and site funds.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
28. **AMENDMENT ONE TO CLIENT AGREEMENT FOR APEX LEARNING DIGITAL CURRICULUM SOLUTIONS, RFP NO. 6-1314, CREDIT RECOVERY SERVICES, APEX LEARNING, INCORPORATED:** Page 695
EXHIBIT 28
Approval of Amendment One to Client Agreement for Apex Learning Digital Curriculum Solutions for credit recovery services provided by Apex Learning, Incorporated. This contract shall be amended to modify the Agreement term, provide access to Apex curriculum, and align payment schedule with the school year. The total expenditure under this contract will be \$121,000 annually, funded from Adult Education Tier III funds. The contract term is June 23, 2014, through June 30, 2018.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
29. **AMENDMENT TO USE OF FACILITIES LEASE AGREEMENT FOR 2014-2015, COMMUNITY ROOTS ACADEMY:** Page 707
EXHIBIT 29
Approval of the Amendment to the Use of Facilities Lease Agreement for 2014-2015 with Community Roots Academy at Wood Canyon Elementary School. Renewal of this Agreement allows the continued use of 16 existing classrooms on the school campus and ancillary facilities. Terms of this Agreement include a one-year extension from July 1, 2014, to June 30, 2015, and the amended Agreement allows access to additional space (rooms 5, 6, and 7). Each room is 960 square feet increasing the total leased square footage by 2,880 square feet. Lease payments will be based upon a rental rate of \$.70 cents per square foot of building area with a total of 18,240 square feet of space equating to \$12,768 per month for 12 months or \$153,216 per year. The proposed Agreement has been previously reviewed and approved by the District's legal counsel.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

30. **AMENDMENT NO. 1 AND EXTENSION OF INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES FOR RFQ NO. 3-1314, MASS NOTIFICATION SYSTEM – RELIANCE COMMUNICATIONS, LLC:** Page 717
EXHIBIT 30
Approval of Amendment No. 1 and Extension of Independent Contractor Agreement for Special Services Agreement No. ICASS 1314071 with Reliance Communications, LLC. This Agreement provides software and support services related to the SchoolMessenger system for mass notifications selected through the Request for Qualifications process. The current cost of the mass notification system is \$1.35 per student. The District is adding the Custom Mobile Application at the cost of \$.25 cents per student or \$12,977 annually. The vendor has agreed to maintain the same pricing for fiscal year 2014-2015 as previously negotiated. Annual expenditures under this contract are not-to-exceed \$83,052.80, funded by the general fund.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
31. **EXTENSION OF CONSULTANT AGREEMENT FOR GENERAL LEGAL SERVICES - ATKINSON, ANDELSON, LOYA, RUUD, & ROMO:** Page 731
EXHIBIT 31
Approval of the Extension of Consultant Agreement No. C1011052 with Atkinson, Andelson, Loya, Ruud, & Romo to provide general legal services as requested by the District. The vendor has agreed to maintain the same pricing for fiscal year 2014-2015 as previously negotiated. Annual expenditures under this contract are limited to \$300,000, funded by the general fund.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
32. **EXTENSION OF CONSULTANT AGREEMENT FOR GENERAL LEGAL SERVICES - STUTZ, ARTIANO, SHINOFF, & HOLTZ, APC:** Page 755
EXHIBIT 32
Approval of the Extension of Consultant Agreement No. C1011064 with Stutz, Artiano, Shinoff, & Holtz, APC, to provide general legal services as requested by the District. The vendor has agreed to maintain the same pricing for fiscal year 2014-2015 as previously negotiated. Annual expenditures under this contract are limited to \$250,000, funded by the general fund.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
33. **EXTENSION OF AGREEMENT FOR BID NO. 1112-06, SERVICE TO COLLECT, RECYCLE, AND DISPOSE OF SOLID WASTE DISTRICTWIDE – CR&R INCORPORATED:** Page 775
EXHIBIT 33
Approval of Extension of Agreement Bid No. 1112-06 with CR&R, Incorporated, to provide service to collect, recycle, and dispose of solid waste for all sites within the District. The vendor has agreed to maintain the current pricing for the renewal period of July 1, 2014, through June 30, 2015. Annual expenditures under this contract are limited to \$200,000, funded by the general fund.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
34. **EXTENSION OF AGREEMENT FOR BID NO. 1213-01, PLUMBING SERVICE – PACIFIC PLUMBING COMPANY OF SANTA ANA:** Page 799
EXHIBIT 34
Approval of the Extension of Agreement Bid. No. 1213-01 with Pacific Plumbing Company of Santa Ana to provide emergency plumbing services for all sites within the District. The vendor has agreed to maintain the current pricing for the renewal period of July 1, 2014, through June 30, 2015. Annual expenditures under this contract are limited to \$300,000, funded by deferred maintenance and routine restricted maintenance accounts.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

35. EXTENSION OF AGREEMENT FOR BID NO. 1213-02, WEED ABATEMENT – E. STEWART AND ASSOCIATES, INCORPORATED:

Page 811
EXHIBIT 35

Approval of the Extension of Agreement for Bid No. 1213-02 with E. Stewart and Associates, Incorporated, to provide weed abatement services for all sites within the District. The vendor has agreed to maintain the current pricing for the renewal period of July 1, 2014, through June 30, 2015. Annual expenditures under this contract are limited to \$170,000, funded by deferred maintenance and routine restricted maintenance accounts.

CUSD Strategic Plan Pillar 5: Effective Operations

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

36. EXTENSION OF AGREEMENT FOR BID NO. 1314-03, ASPHALT PAVING, SEALCOATING, AND REPAIR – BEN’S ASPHALT, INCORPORATED:

Page 833
EXHIBIT 36

Approval of the Extension of Agreement Bid. No. 1314-03 with Ben’s Asphalt, Incorporated, to provide asphalt paving, sealcoating, and repair services for all sites within the District. The vendor has agreed to maintain the current pricing for the renewal period of July 1, 2014, through June 30, 2015. Annual expenditures under this contract are limited to \$850,000, funded by deferred maintenance and routine restricted maintenance accounts.

CUSD Strategic Plan Pillar 5: Effective Operations

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

37. ADVERTISE BID NO. 1415-11, PIZZA SERVICE:

Approval to advertise Bid No. 1415-11 to provide pizza service as requested by the District. The formal bid process allows the District to secure the lowest possible prices and enter into an annual contract with a vendor that meets all of the legal requirements. This contract will enable District staff to procure pre-baked, ready-to-serve pizzas for delivery to secondary sites within the District. The total expenditures under this contract are estimated to be \$350,000 annually, funded by Food and Nutrition Services. Due to the size of the bid package, the 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

38. ADVERTISE REQUEST FOR PROPOSAL NO. 1-1415, GLOBAL POSITIONING SYSTEM:

Approval to advertise for Request for Proposal (RFP) No. 1-1415 for a global positioning system (GPS). The District is seeking to purchase a GPS for buses to locate and track vehicles in real time; provide real-time metrics such as speed, distance, acceleration rates, braking rates, route information, arrival and departure times, load and unload locations, paperless inspection verification and maintenance; and promote driver accountability and safety. The GPS would also monitor student ridership. This RFP will provide a competitive process to solicit the most current and effective system available for use by the District. The total expenditures under this contract are estimated to be \$152,000. The ASCIP Risk Control Grant will fund \$60,000, and the balance will be funded from Medi-Cal funds. Due to the size of the contract, the RFP 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

PERSONNEL SERVICES

39. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CLASSIFIED EMPLOYEES:

Page 851
EXHIBIT 39

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

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

40. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED EMPLOYEES:

Page 855
EXHIBIT 40

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

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

41. AUTHORIZATION OF COACHES TO PROVIDE PHYSICAL EDUCATION CREDIT:

Page 859
EXHIBIT 41

Approval of teachers who are credentialed in subjects other than physical education (PE) to provide PE credit to students in that respective sport. Districts may assign a teacher with a credential in a subject area other than PE to coach a competitive sport and award physical education credit to students. State law requires such teachers be full-time employees of a district, complete a minimum of 20 hours of first-aid instruction, have training on the harmful effects of steroid use, and be approved by the Board of Trustees. It has been determined all teachers who do not hold a PE credential, but are assigned coaching activities for which such credit is given, are full-time employees of the District and have completed cardiopulmonary resuscitation and first-aid instruction. Coaching stipends are budgeted and funded through the general fund or booster club donations. There is no financial impact.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

Motion by _____

Seconded by _____

ROLL CALL:

Student Advisor Leilah Rodriguez ____

Trustee Addonizio _____

Trustee Bryson _____

Trustee Hanacek _____

Trustee Hatton-Hodson _____

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,
JUNE 25, 2014, 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.

§ 15497. Local Control and Accountability Plan and Annual Update Template.

Introduction:

LEA: Capistrano Unified School District **Contact (Name, Title, Email, Phone Number):** Dr. Joseph Farley, Superintendent, jfarley@capoused.org, (949) 234-9203 **LCAP Year:** 2014-2015

Local Control and Accountability Plan and Annual Update Template

As part of the LCAP development process, this data was analyzed for implications related to the priority areas of Conditions of Learning, Pupil Outcomes, and Engagement. Additional information regarding Capistrano Unified School District and comparisons to the county and state may be referenced on the CDE DataQuest Web page at <http://dq.cde.ca.gov/dataquest/>.

The Local Control and Accountability Plan (LCAP) and annual update template shall be used to provide details regarding local educational agencies' (LEAs) actions and expenditures to support pupil outcomes and overall performance pursuant to Education Code sections 52060, 52066, 47605, 47605.5, and 47606.5.

For school districts, pursuant to Education Code section 52060, the LCAP must describe, for the school district and each school within the district, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities and any locally identified priorities.

For county offices of education, pursuant to Education Code section 52066, the LCAP must describe, for each county office of education-operated school and program, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, who are funded through the county office of education Local Control Funding Formula as identified in Education Code section 2574 (pupils attending juvenile court schools, on probation or parole, or mandatorily expelled) for each of the state priorities and any locally identified priorities. School districts and county offices of education may additionally coordinate and describe in their LCAPs services provided to pupils funded by a school district but attending county-operated schools and programs, including special education programs.

Charter schools, pursuant to Education Code sections 47605, 47605.5, and 47606.5, must describe goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities as applicable and any locally identified priorities. For charter schools, the inclusion and description of goals for state priorities in the LCAP may be modified to meet the grade levels served and the nature of the programs provided, including modifications to reflect only the statutory requirements explicitly applicable to charter schools in the Education Code.

The LCAP is intended to be a comprehensive planning tool. LEAs may reference and describe actions and expenditures in other plans and funded by a variety of other fund sources when detailing goals, actions, and expenditures related to the state and local priorities. LCAPs must be consistent with school plans submitted pursuant to Education Code section 64001. The information contained in the LCAP, or annual update, may be supplemented by information contained in other plans (including the LEA plan pursuant to Section 1112 of Subpart 1 of Part A of Title I of Public Law 107-110) that are incorporated or referenced as relevant in this document.

For each section of the template, LEAs should comply with instructions and use the guiding questions as prompts (but not limits) for completing the information as required by statute. Guiding questions do not require separate narrative responses. Data referenced in the LCAP must be consistent with the school accountability report card where appropriate. LEAs may resize pages or attach additional pages as necessary to facilitate completion of the LCAP.

State Priorities

The state priorities listed in Education Code sections 52060 and 52066 can be categorized as specified below for planning purposes, however, school districts and county offices of education must address each of the state priorities in their LCAP. Charter schools must address the priorities in Education Code section 52060(d) that apply to the grade levels served, or the nature of the program operated, by the charter school.

A. Conditions of Learning:

Basic: degree to which teachers are appropriately assigned pursuant to Education Code section 44258.9, and fully credentialed in the subject areas and for the pupils they are teaching; pupils have access to standards-aligned instructional materials pursuant to Education Code section 60119; and school facilities are maintained in good repair pursuant to Education Code section 17002(d). (Priority 1)

Implementation of State Standards: implementation of academic content and performance standards adopted by the state board for all pupils, including English learners. (Priority 2)

Course access: pupil enrollment in a broad course of study that includes all of the subject areas described in Education Code section 51210 and subdivisions (a) to (j), inclusive, of Section 51220, as applicable. (Priority 7)

Expelled pupils (for county offices of education only): coordination of instruction of expelled pupils pursuant to Education Code section 48926. (Priority 9)

Foster youth (for county offices of education only): coordination of services, including working with the county child welfare agency to share information, responding to the needs of the juvenile court system, and ensuring transfer of health and education records. (Priority 10)

B. Pupil Outcomes:

Pupil achievement: performance on standardized tests, score on Academic Performance Index, share of pupils that are college and career ready, share of English learners that become English proficient, English learner reclassification rate, share of pupils that pass Advanced Placement exams with 3 or higher, share of pupils determined prepared for college by the Early Assessment Program. (Priority 4)

Other pupil outcomes: pupil outcomes in the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Education Code section 51220, as applicable. (Priority 8)

C. Engagement:

Parent involvement: efforts to seek parent input in decision making, promotion of parent participation in programs for unduplicated pupils and special need subgroups. (Priority 3)

Pupil engagement: school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, high school graduations rates. (Priority 5)

School climate: pupil suspension rates, pupil expulsion rates, other local measures including surveys of pupils, parents and teachers on the sense of safety and school connectedness. (Priority 6)

Section 1: Stakeholder Engagement

Meaningful engagement of parents, pupils, and other stakeholders, including those representing the subgroups identified in Education Code section 52052, is critical to the LCAP and budget process. Education Code sections 52062 and 52063 specify the minimum requirements for school districts; Education Code sections 52068 and 52069 specify the minimum requirements for county offices of education, and Education Code section 47606.5 specifies the minimum requirements for charter schools. In addition, Education Code section 48985 specifies the requirements for translation of documents.

Instructions: Describe the process used to engage parents, pupils, and the community and how this engagement contributed to development of the LCAP or annual update. Note that the LEA's goals related to the state priority of parental involvement are to be described separately in Section 2, and the related actions and expenditures are to be described in Section 3.

Guiding Questions:

- 1) How have parents, community members, pupils, local bargaining units, and other stakeholders (e.g., LEA personnel, county child welfare agencies, county office of education foster youth services programs, court-appointed special advocates, foster youth, foster parents, education rights holders and other foster youth stakeholders, English learner parents, community organizations representing English learners, and others as appropriate) been engaged and involved in developing, reviewing, and supporting implementation of the LCAP?
- 2) How have stakeholders been included in the LEA's process in a timely manner to allow for engagement in the development of the LCAP?
- 3) What information (e.g., quantitative and qualitative data/metrics) was made available to stakeholders related to the state priorities and used by the LEA to inform the LCAP goal setting process?
- 4) What changes, if any, were made in the LCAP prior to adoption as a result of written comments or other feedback received by the LEA through any of the LEA's engagement processes?
- 5) What specific actions were taken to meet statutory requirements for stakeholder engagement pursuant to Education Code sections 52062, 52068, and 47606.5, including engagement with representative parents of pupils identified in Education Code section 42238.01?
- 6) In the annual update, how has the involvement of these stakeholders supported improved outcomes for pupils related to the state priorities?

Involvement Process	Impact on LCAP
<p>Executive staff and site administrators engaged parents, teachers, classified staff, and students in forums, advisory group input sessions and School Site Council/Parent Committee meetings. Notices were sent through District listserve, website updates, and automated phone messaging.</p> <p>At each of the over 65 stakeholder engagement meetings, an overview was presented on LCFF, LCAP, and District and subgroup data. Input was gathered in rotating groups on what's working well and what needs to be targeted in the eight state priority areas. Comments and feedback were recorded on chart paper and later summarized into documents. This input was compiled and made available for examination on the District website.</p> <p>The District website was updated to include a featured section devoted to LCFF/LCAP, which provides stakeholders with information regarding the process for its development, relevant data, related events and activities, and schedule of associated actions.</p>	<p>Input from all groups was taken into consideration when analyzing the needs/priorities within the priority areas. There was clear consensus that the goals addressed through the LCAP should address the needs of all students, including all subgroups:</p> <ul style="list-style-type: none"> • English Learners (ELL) • Students with Disabilities (SWD) • Economically Disadvantaged/Foster youth (SED) <p>Note: District and subgroup data has been summarized and posted on the District website.</p>
<p>List of Stakeholder Input Meetings: February 3 Parent Council February 6 DELAC Meeting February 7 PTSA Legislation Team Meeting</p>	<p>District staff identified the following priority areas of need that emerged from the stakeholder input and, in combination with essential data, incorporated them into the development of the LCAP goals:</p>

Involvement Process	Impact on LCAP
<p>February 10 Elementary Principals' Meeting February 10 Superintendent's Spring Classified Staff Forum February 19 Superintendent's Spring Certificated Staff Forum February 21 High School Principals' Meeting February 24 Middle School Principals' Meeting March 5 Community Forum March 7 PTSA Legislative Group March 10 CUCPTSA Council Meeting March 11 Capistrano Unified Educators Association March 13 DELAC Meeting March 17 Teacher Council March 18 Community Advisory Meeting (CAC) March 19 Superintendent's Community Forum March 21 High School Principals' Meeting March 24 Middle School Principals' Meeting March 26 Board Meeting March 31 Elementary Principals' Meeting April 14 CUCPTSA Council Meeting April 15 Community Advisory Meeting (CAC) April 17 DELAC Meeting April 23 Board Meeting April 28 Elementary Principals' Meeting May 5 Teacher Advisory Council May 9 PTSA Legislative Group May 13 California School Employee Association Negotiating Team and Executive Board May 19 Parent Advisory Council</p> <p>Each of our 56 School Sites held a meeting(s) to review LCAP and gather feedback from School Site Council, Staff, PTA, etc. (All Elementary, Middle, and High Schools) -</p>	<p>At-risk and struggling students English Learners Class size reduction Facilities Instructional Days Technology Music A-G Electives Science, Technology, Engineering, Math (STEM) Arts</p> <p>All goals were written to align directly with the interests and desires expressed during the stakeholder engagement process.</p>

Section 2: Goals and Progress Indicators

For school districts, Education Code sections 52060 and 52061, for county offices of education, Education Code sections 52066 and 52067, and for charter schools, Education Code section 47606.5 require(s) the LCAP to include a description of the annual goals, for all pupils and each subgroup of pupils, for each state priority and any local priorities and require the annual update to include a review of progress towards the goals and describe any changes to the goals.

Instructions: Describe annual goals and expected and actual progress toward meeting goals. This section must include specifics projected for the applicable term of the LCAP, and in each annual update year, a review of progress made in the past fiscal year based on an identified metric. Charter schools may adjust the chart below to align with the term of the charter school's budget that is submitted to the school's authorizer pursuant to Education Code section 47604.33. The metrics may be quantitative or qualitative, although LEAs must, at minimum, use the specific metrics that statute explicitly references as required elements for measuring progress within a particular state priority area. Goals must address each of the state priorities and any additional local priorities; however, one goal may address multiple priorities. The LEA may identify which school sites and subgroups have the same goals, and group and describe those goals together. The LEA may also indicate those goals that are not applicable to a specific subgroup or school site. The goals must reflect outcomes for all pupils and include specific goals for school sites and specific subgroups, including pupils with disabilities, both at the LEA level and, where applicable, at the school site level. To facilitate alignment between the LCAP and school plans, the LCAP shall identify and incorporate school-specific goals related to the state and local priorities from the school plans submitted pursuant to Education Code section 64001. Furthermore, the LCAP should be shared with, and input requested from, school site-level advisory groups (e.g., school site councils, English Learner Advisory Councils, pupil advisory groups, etc.) to facilitate alignment between school-site and district-level goals and actions. An LEA may incorporate or reference actions described in other plans that are being undertaken to meet the goal.

Guiding Questions:

- 1) What are the LEA's goal(s) to address state priorities related to "Conditions of Learning"?
- 2) What are the LEA's goal(s) to address state priorities related to "Pupil Outcomes"?
- 3) What are the LEA's goal(s) to address state priorities related to "Engagement" (e.g., pupil and parent)?
- 4) What are the LEA's goal(s) to address locally-identified priorities?
- 5) How have the unique needs of individual school sites been evaluated to inform the development of meaningful district and/or individual school site goals (e.g., input from site level advisory groups, staff, parents, community, pupils; review of school level plans; in-depth school level data analysis, etc.)?
- 6) What are the unique goals for subgroups as defined in Education Code sections 42238.01 and 52052 that are different from the LEA's goals for all pupils?
- 7) What are the specific predicted outcomes/metrics/noticeable changes associated with each of the goals annually and over the term of the LCAP?
- 8) What information (e.g., quantitative and qualitative data/metrics) was considered/reviewed to develop goals to address each state or local priority and/or to review progress toward goals in the annual update?
- 9) What information was considered/reviewed for individual school sites?
- 10) What information was considered/reviewed for subgroups identified in Education Code section 52052?
- 11) In the annual update, what changes/progress have been realized and how do these compare to changes/progress predicted? What modifications are being made to the LCAP as a result of this comparison?

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternative y, all high schools, for example.)		LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
<ul style="list-style-type: none"> Prepare students for success in college and career Prepare students to use digital tools Reduce class size Increase instructional days to 180 <p>As measured by: SBAC ELA Results SBAC Mathematics Results Year to year comparison of class size/staffing ratios Year to year comparison of number of instructional days Early Assessment Program (EAP) District benchmark assessments Other accountability measures Subgroup analysis (ELL, LTEL, SWD, SED)</p>	Goal 1: Students will demonstrate academic growth and proficiencies needed to ensure they leave the TK-12 system ready for college and career.	All Students (including unduplicated)	All schools		Increased student proficiency in academic achievement measures by 3% in all grade bands (from previous year) and across subgroups. Students will attend 180 instructional days Class size averages will be restored within Ed. Code (no waivers), based on negotiated contract. Baseline SBAC data will be collected. Classroom instruction will reflect grade level standards, including integrated digital literacy skills. Baseline data on career experiences, internships, apprenticeships	Increased student proficiency in academic achievement measures (including SBAC) by 3% in all grade bands and subgroups. Maintained student instructional days of 180 days. Class size averages will be adjusted per negotiated agreement. Classroom instruction will reflect grade level standards, including integrated digital literacy skills. Baseline benchmark data collected. Increased reclassification rate by 3% over previous year. Number of LTEL students will decrease by 2% over previous year in Grades 5-12 AMAO 1: Meet target and increase by 2% AMAO 2: Meet target and increase by 3%	Increased student proficiency in academic achievement measures (including SBAC) by 3% in all grade bands and subgroups. Maintained student instructional days of 180 days. Class size averages will be adjusted per negotiated agreement. Increased reclassification rate by 3% over previous year. Number of LTEL students will decrease by 2% over previous year in Grades 5-12 AMAO 1: Meet target and increase by 2% AMAO 2: Meet target and increase by 3%	State Priorities: Basic Pupil Achievement Other Pupil Outcomes Implementation of State Standards Strategic Goal Pillar 3: • Academic Achievement and Enrichment

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
Highly Qualified Teachers Sufficiency of Instructional Materials Number of high school students, including Adult Transition Program (ATP) students placed in a career internship/apprenticeship					will be collected. Increase the number of Highly Qualified Teachers Maintain the number of sufficient instructional materials for each student. Increased reclassification rate by 3% over current baseline. Number of LTEL students will decrease by 2% in Grades 5-12 AMAO 1: Increase by 3% AMAO 2: Increase by 3%	decrease by 2% over previous year in Grades 5-12 AMAO 1: Meet target AMAO 2: Meet target and increase by 3%		
<ul style="list-style-type: none"> Develop a systematic approach for identifying at-risk students Develop appropriate interventions to 	Goal 2: Provide interventions for academically, behaviorally, and social/emotionally at risk students.	All Students, including all subgroups	All schools		Establishment of districtwide MTSS plan and guiding principles. Decreased referrals to more restrictive programs and/or special education	Each site will have a defined MTSS plan in accordance with District guidelines to support student learners. Universal screening data will be gathered	Decreased referrals for more restrictive programs; reduced suspensions and expulsions; reduced referrals and placement in special education	State Priorities: Pupil Achievement Other Pupil Outcomes Pupil Engagement School Climate Strategic Goals: Pillar 2: Safe and Healthy Schools

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternative y, all high schools, for example.)		LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
<p>meet the needs of at-risk students</p> <p>As measured by: Grade level/subject area benchmark assessments Suspension/Expulsion Data Credit Recovery Coursework Data Attendance Data California Healthy Kids Survey SST data Special Education referral and placement data 504 documentation data</p>					services.	on an ongoing basis at all sites. Additional counseling support will be available for sites. Decreased referrals for more restricted programs. Decreased suspensions and expulsions and/or special education services.	programs.	Strategic Goal Pillar 3: Academic Achievement and Enrichment
<ul style="list-style-type: none"> Increase a-g completion rates Refine course offerings to reflect rigor and a broad course of study that prepare students for college and career 	Goal 3: Increase the number of K-12 student offerings reflecting a broad course of study to ensure students are on-track to graduate from high school college and career ready	All Students (including unduplicated)	All schools		Number of students completing a-g will increase by 3%.	Number of students completing a-g will increase by 3% from previous year.	Number of students completing a-g will increase by 3% from previous year	<p>State Priorities: Pupil Achievement Course Access Pupil Engagement Implementation of State Standards</p> <p>Strategic Goal: Pillar 3: Academic Achievement and Enrichment</p>

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternative y, all high schools, schools, for example.)		LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
<ul style="list-style-type: none"> Expand CTE pathways Improve college readiness, enrollment, and persistence rates <p>As measured by: A-G Progress: On-track high school students College-Going Rate (Nat'l. Clearinghouse) Senior Exit Survey Number of CTE Career Pathways Number of Advanced Placement and IB students VAPA and electives data College Remediation data Subgroup analysis (ELL, SWD, SED)</p>	Goal 4: Expand parent and community engagement to include representation of all students.	All Students (including unduplicated)	All schools		<p>Step college readiness survey. EAP results will reflect a 3% increase over the prior year in students identified as "college ready".</p> <p>Baseline senior exit survey will be developed/conducted</p> <p>District Arts plan will be updated.</p> <p>Increased participation in clubs, organizations and athletics at the high schools.</p>	<p>industries/careers</p> <p>95% of 8th grade students will complete Ready Step college readiness survey.</p> <p>All 10th grade students will take the PSAT.</p> <p>EAP results will reflect a 3% increase over the prior year in students identified as "college ready".</p>	<p>industries/careers</p> <p>All 8th grade students will complete Ready Step college readiness survey</p> <p>All 10th grade students will take the PSAT</p> <p>Data regarding college-going and persistence will reflect an increase of 5%</p> <p>Increase in SAT/ACT participation and average scores</p> <p>Increase in student access to VAPA courses/instruction</p>	
<ul style="list-style-type: none"> Increase parent engagement representative of the District's diverse student population 					<p>Upgraded parent communications; increased participation in district advisories by 2%; increased participation by</p>	<p>Upgraded parent communications; increased participation in district advisories by 2%; increased participation by</p>	<p>Upgraded parent communications; increased participation in district advisories by 2%; increased participation by</p>	<p>State Priorities: Parent Involvement Community Engagement</p> <p>Strategic Goal: Pillar 1 : Community</p>

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternative y, all high schools, for example.)		LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
<ul style="list-style-type: none"> Increase partnership engagement in educating CUSD students <p>As measured by: Participation in District advisory meetings Site parent engagement in PTSA and other activities Data from online communication tools, including Parent Portal</p>					parents from underrepresented student groups in parent information and support activities.	parents from underrepresented student groups in parent information and support activities.	parents from underrepresented student groups in parent information and support activities.	Relations
<ul style="list-style-type: none"> Develop long-term facilities improvement program Prepare for short and long-term facilities needs Increase technological resources/devices for staff and students <p>As measured by: Williams Act data</p>	Goal 5: Develop a multi-year plan to enhance facilities that are clean, safe, healthy, functional and appropriate to foster academic achievement. Increase the number of student and staff technological devices required to support 21st century learning.	All Students (including unduplicated)	All schools (LEA-wide)		Standards for facility maintenance will be met. Williams Act facilities inspections will reflect compliance. Annual Tech Plan objectives will be met. Classroom 1:1 device program will be expanded (See Tech Plan). Site discretionary	Standards for facility maintenance will be met. Williams Act facilities inspections will reflect compliance. Annual Tech Plan objectives will be met. Classroom 1:1 device program will be expanded (See Tech Plan). Site discretionary	Standards for facility maintenance will be met. Williams Act facilities inspections will reflect compliance. Annual Tech Plan objectives will be met. Classroom 1:1 device program will be expanded (See Tech Plan). Site discretionary	State Priorities: Basic Strategic Goal Pillar 5: Effective Operations

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
Number of digital devices for students and staff Facilities Inspection Tool by site					supply accounts will return to baseline levels.	supply accounts will return to baseline levels.	supply accounts will return to baseline levels.	

Section 3: Actions, Services, and Expenditures

For school districts, Education Code sections 52060 and 52061, for county offices of education, Education Code sections 52066 and 52067, and for charter schools, Education Code section 47606.5 require the LCAP to include a description of the specific actions an LEA will take to meet the goals identified. Additionally Education Code section 52604 requires a listing and description of the expenditures required to implement the specific actions.

Instructions: Identify annual actions to be performed to meet the goals described in Section 2, and describe expenditures to implement each action, and where these expenditures can be found in the LEA's budget. Actions may describe a group of services that are implemented to achieve identified goals. The actions and expenditures must reflect details within a goal for the specific subgroups identified in Education Code section 52052, including pupils with disabilities, and for specific school sites as applicable. In describing the actions and expenditures that will serve low-income, English learner, and/or foster youth pupils as defined in Education Code section 42238.01, the LEA must identify whether supplemental and concentration funds are used in a districtwide, schoolwide, countywide, or charterwide manner. In the annual update, the LEA must describe any changes to actions as a result of a review of progress. The LEA must reference all fund sources used to support actions and services. Expenditures must be classified using the California School Accounting Manual as required by Education Code sections 52061, 52067, and 47606.5.

Guiding Questions:

- 1) What actions/services will be provided to all pupils, to subgroups of pupils identified pursuant to Education Code section 52052, to specific school sites, to English learners, to low-income pupils, and/or to foster youth to achieve goals identified in the LCAP?
 - 2) How do these actions/services link to identified goals and performance indicators?
 - 3) What expenditures support changes to actions/services as a result of the goal identified? Where can these expenditures be found in the LEA's budget?
 - 4) In the annual update, how have the actions/services addressed the needs of all pupils and did the provisions of those services result in the desired outcomes?
 - 5) In the annual update, how have the actions/services addressed the needs of all subgroups of pupils identified pursuant to Education Code section 52052, including, but not limited to, English learners, low-income pupils, and foster youth; and did the provision of those actions/services result in the desired outcomes?
 - 6) In the annual update, how have the actions/services addressed the identified needs and goals of specific school sites and did the provision of those actions/services result in the desired outcomes?
 - 7) In the annual update, what changes in actions, services, and expenditures have been made as a result of reviewing past progress and/or changes to goals?
- A. What annual actions, and the LEA may include any services that support these actions, are to be performed to meet the goals described in Section 2 for ALL pupils and the goals specifically for subgroups of pupils identified in Education Code section 52052 but not listed in Table 3B below (e.g., Ethnic subgroups and pupils with disabilities)? List and describe expenditures for each fiscal year implementing these actions, including where these expenditures can be found in the LEA's budget.

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year: and are projected to be provided in years 2 and 3? What are the anticipated expenditures for each action: including funding source?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
Goal 1: Students will demonstrate academic growth and proficiencies needed to ensure they leave the TK-12 system ready for college and career.	State Priorities: Basic Pupil Achievement Other Pupil Outcomes Implement State Standards Strategic Goal Pillar 3: • Academic Achievement and Enrichment	Ensure effective learning conditions by reducing class size and providing adequate instructional days for students	Districtwide		Increase student days to 180 1000-1999: Certificated Personnel Salaries Base \$2,479,200	Maintain 180 instructional days for students. 1000-1999: Certificated Personnel Salaries Base \$2,516,388	Maintain 180 instructional days for students 1000-1999: Certificated Personnel Salaries Base \$2,554,134
					Increase student days to 180 1000-1999: Certificated Personnel Salaries Supplemental \$619,800	Maintain 180 instructional days for students. 1000-1999: Certificated Personnel Salaries Supplemental \$629,097	Maintain 180 instructional days for students 1000-1999: Certificated Personnel Salaries Supplemental \$638,533
					Increase student days to 180 2000-2999: Classified Personnel Salaries Base \$626,000	Maintain 180 instructional days for students. 2000-2999: Classified Personnel Salaries Base \$638,520	Maintain 180 instructional days for students 2000-2999: Classified Personnel Salaries Base \$651,290
					Increase student days to 180 2000-2999: Classified Personnel Salaries Supplemental \$157,000	Maintain 180 instructional days for students. 2000-2999: Classified Personnel Salaries Supplemental \$160,140	Maintain 180 instructional days for students 2000-2999: Classified Personnel Salaries Supplemental \$163,343
					Decrease class size per negotiated agreement 1000-1999: Certificated Personnel Salaries Base \$3,949,600	Decrease class size per negotiated agreement 1000-1999: Certificated Personnel Salaries Base \$4,008,844	Decrease class size per negotiated agreement 1000-1999: Certificated Personnel Salaries Base \$4,068,977
					Decrease class size per negotiated agreement 1000-1999: Certificated Personnel Salaries Supplemental \$987,400	Decrease class size per negotiated agreement 1000-1999: Certificated Personnel Salaries Supplemental \$1,002,211	Decrease class size per negotiated agreement 1000-1999: Certificated Personnel Salaries Supplemental \$1,017,244
		Professional Development for teachers and paraprofessionals on state standards and effective instructional practices	Districtwide		TOSAs, coaches 1000-1999: Certificated Personnel Salaries Supplemental \$537,107 Clerical support 2000-2999: Classified Personnel Salaries Other \$75,000	TOSAs, coaches 1000-1999: Certificated Personnel Salaries Supplemental \$537,107 Clerical support 2000-2999: Classified Personnel Salaries Other \$75,000	TOSAs, coaches 1000-1999: Certificated Personnel Salaries Supplemental \$537,107 Clerical support 2000-2999: Classified Personnel Salaries Other \$75,000

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year: and are projected to be provided in years 2 and 3? What are the anticipated expenditures for each action: including funding source?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
					Conferences/training 5000-5999: Services And Other Operating Expenditures Supplemental \$2,000 Mileage 5000-5999: Services And Other Operating Expenditures Supplemental \$1,000 Printing costs 5000-5999: Services And Other Operating Expenditures Supplemental \$1,200 Site allocation for subs for PD release (including observations and coaching) 1000-1999: Certificated Personnel Salaries Other \$260,000 Site allocation for subs for PD release (including observations and coaching) 2000-2999: Classified Personnel Salaries Other \$22,510	Conferences and Training 5000-5999: Services And Other Operating Expenditures Supplemental \$2,000 Mileage 5000-5999: Services And Other Operating Expenditures Supplemental \$1,000 Printing costs 5000-5999: Services And Other Operating Expenditures Supplemental \$1,200 Site allocation for subs for PD release (including observations and coaching) 1000-1999: Certificated Personnel Salaries Other \$260,000 Site allocation for subs for PD release (including observations and coaching) 2000-2999: Classified Personnel Salaries Other \$22,510	Conferences/training 5000-5999: Services And Other Operating Expenditures Supplemental \$2000 Mileage 5000-5999: Services And Other Operating Expenditures Supplemental \$1,000 Printing costs 5000-5999: Services And Other Operating Expenditures Supplemental \$1,200 Site allocation for subs for PD release (including observations and coaching) 1000-1999: Certificated Personnel Salaries Other \$260,000 Site allocation for subs for PD release (including observations and coaching) 2000-2999: Classified Personnel Salaries Other \$22,510
		State standards-aligned materials	Districtwide		State standards materials/textbooks 4000-4999: Books And Supplies Other \$2,800,000	State standards materials/textbooks 4000-4999: Books And Supplies Other \$1,550,000	State standards materials/textbooks 4000-4999: Books And Supplies Other \$1,550,000
		Technical support for elementary and secondary	Districtwide		Technical support for elementary and secondary 1000-1999: Certificated Personnel Salaries Other \$200,000	Technical support for elementary and secondary 1000-1999: Certificated Personnel Salaries Other \$200,000	Technical support for elementary and secondary 1000-1999: Certificated Personnel Salaries Other \$200,000

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year: and are projected to be provided in years 2 and 3? What are the anticipated expenditures for each action: including funding source?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
Goal 2: Provide interventions for academically, behaviorally, and social/emotionally at risk students.	State Priorities: Pupil Achievement Other Pupil Outcomes Pupil Engagement School Climate Strategic Goals: Pillar 2: Safe and Healthy Schools Strategic Goal Pillar 3: Academic Achievement and Enrichment				Technical support for elementary and secondary 2000-2999: Classified Personnel Salaries Other \$80,000	Technical support for elementary and secondary 2000-2999: Classified Personnel Salaries Other \$80,000	Technical support for elementary and secondary 2000-2999: Classified Personnel Salaries Other \$80,000
		Intervention classes	Districtwide		Additional sections for secondary sites 1000-1999: Certified Personnel Salaries Supplemental \$121,480	Additional classes for secondary sites 1000-1999: Certified Personnel Salaries Supplemental \$121,480	Additional sections for secondary sites 1000-1999: Certified Personnel Salaries Supplemental \$121,480
		Supplies and materials	Districtwide		Assessments 4000-4999: Books And Supplies Supplemental \$10,000	Assessments 4000-4999: Books And Supplies Supplemental \$10,000	Assessments 4000-4999: Books And Supplies Supplemental \$10,000
		Management and oversight of districtwide interventions, site support	Districtwide		Exec. director and coordinators 1000-1999: Certified Personnel Salaries Supplemental \$370,000 TOSAs and site coordination stipends 1000-1999: Certified Personnel Salaries Supplemental \$338,800 Clerical support 2000-2999: Classified Personnel Salaries Supplemental \$95,000	Exec. director and coordinators 1000-1999: Certified Personnel Salaries Supplemental \$370,000 TOSAs and site coordination stipends 1000-1999: Certified Personnel Salaries Supplemental \$338,800 Clerical support 2000-2999: Classified Personnel Salaries Supplemental \$95,000	Exec. director and coordinators 1000-1999: Certified Personnel Salaries Supplemental \$370,000 TOSAs and site coordination stipends 1000-1999: Certified Personnel Salaries Supplemental \$338,800 Clerical support 2000-2999: Classified Personnel Salaries Supplemental \$95,000 Counselors (2 FTE) 1000-1999: Certified Personnel Salaries Supplemental \$220,000
		Professional Development/Training for Certificated and Paraprofessional staff	Districtwide		Substitutes for certificated training 1000-1999: Certified Personnel Salaries Supplemental \$15,000	Substitutes for certificated training 1000-1999: Certified Personnel Salaries Supplemental \$15,000	Substitutes for certificated training 1000-1999: Certified Personnel Salaries Supplemental \$15,000

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year: and are projected to be provided in years 2 and 3? What are the anticipated expenditures for each action: including funding source?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
Goal 3: Increase the number of K-12 student offerings reflecting a broad course of study to ensure students are on-track to graduate from high school college and career ready	State Priorities: Pupil Achievement Course Access Pupil Engagement Implement State Standards Strategic Goal: Pillar 3: Academic Achievement and Enrichment				Substitutes for paraprofessional training 2000-2999: Classified Personnel Salaries Supplemental \$5,000 Consultant 5000-5999: Services And Other Operating Expenditures Supplemental \$5,000	Substitutes for paraprofessional training 2000-2999: Classified Personnel Salaries Supplemental \$5,000 Consultant 5000-5999: Services And Other Operating Expenditures Supplemental \$5,000	Substitutes for paraprofessional training 2000-2999: Classified Personnel Salaries Supplemental \$5,000 Consultant 5000-5999: Services And Other Operating Expenditures Supplemental \$5,000
		Additional support personnel for TK-12 students	Districtwide				
		Supplemental materials for elective classes	Districtwide		Supplemental instructional materials 4000-4999: Books And Supplies Supplemental \$1,000	Supplemental instructional materials 4000-4999: Books And Supplies Supplemental \$1,000	Supplemental instructional materials 4000-4999: Books And Supplies Supplemental \$1,000
		College readiness and support	Districtwide		AVID Participation fee 5000-5999: Services And Other Operating Expenditures Supplemental \$67,140	AVID participation fee 5000-5999: Services And Other Operating Expenditures Supplemental \$67,140	AVID participation fee 5000-5999: Services And Other Operating Expenditures Supplemental \$67,140
		Teen parent support	Districtwide		Childcare supplies 4000-4999: Books And Supplies Supplemental \$5,000	Childcare supplies 4000-4999: Books And Supplies Supplemental \$5,000	Childcare supplies 4000-4999: Books And Supplies Supplemental \$5,000
		Expand electives	Districtwide		Additional sections to promote broad course of study 1000-1999: Certificated Personnel Salaries Supplemental \$120,000	Additional sections to promote broad course of study 1000-1999: Certificated Personnel Salaries Supplemental \$120,000	Additional sections to promote broad course of study 1000-1999: Certificated Personnel Salaries Supplemental \$120,000
		Support for CTE, VAPA, and broad course of study	Districtwide		Additional K-12 offerings to support CTE, VAPA, and broad course of study 1000-1999: Certificated Personnel Salaries Supplemental \$140,000	Additional K-12 offerings to support CTE, VAPA, and broad course of study 1000-1999: Certificated Personnel Salaries Supplemental \$140,000	Additional K-12 offerings to support CTE, VAPA, and broad course of study 1000-1999: Certificated Personnel Salaries Supplemental \$140,000

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year: and are projected to be provided in years 2 and 3? What are the anticipated expenditures for each action: including funding source?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
					VAPA/CTE Coordinator 1000-1999: Certificated Personnel Salaries Supplemental \$110,000 Equipment 4000-4999: Books And Supplies Supplemental \$100,000	VAPA/CTE Coordinator 1000-1999: Certificated Personnel Salaries Supplemental \$110,000 Equipment 4000-4999: Books And Supplies Supplemental \$100,000	VAPA/CTE Coordinator 1000-1999: Certificated Personnel Salaries Supplemental \$110,000 Equipment 4000-4999: Books And Supplies Supplemental \$100,000
Goal 4: Expand parent and community engagement to include representation of all students.	State Priorities: Parent Involvement Community Engagement Strategic Goal: Pillar 1 : Community Relations	Facilitate effective communications with CUSD families and stakeholders	Districtwide		Enhance online and other communication vehicles to support parent information 5000-5999: Services And Other Operating Expenditures Base \$161,000 Staffing in Public Information/Community Relations 2000-2999: Classified Personnel Salaries Base \$318,000 Supplies 4000-4999: Books And Supplies Base \$9,000 Services 5000-5999: Services And Other Operating Expenditures Base \$36,000 Technical support 2000-2999: Classified Personnel Salaries Base \$90,000	Enhance online and other communication vehicles to support parent information 5000-5999: Services And Other Operating Expenditures Base \$161,000 Staffing in Public Information/Community Relations 2000-2999: Classified Personnel Salaries Base \$370,000 Supplies 4000-4999: Books And Supplies Base \$9,000 Services 5000-5999: Services And Other Operating Expenditures Base \$36,000 Technical support 2000-2999: Classified Personnel Salaries Base \$90,000	Enhance online and other communication vehicles to support parent information 5000-5999: Services And Other Operating Expenditures Base \$161,000 Staffing in Public Information/Community Relations 2000-2999: Classified Personnel Salaries Base \$378,000 Supplies 4000-4999: Books And Supplies Base \$9,000 Services 5000-5999: Services And Other Operating Expenditures Base \$36,000 Technical support 2000-2999: Classified Personnel Salaries Base \$90,000
		Increase representative engagement of parents in district advisory groups	Districtwide		Printing costs 5000-5999: Services And Other Operating Expenditures Base \$5,000	Printing costs 5000-5999: Services And Other Operating Expenditures Base \$5,000	Printing costs 5000-5999: Services And Other Operating Expenditures Base \$5,000
Goal 5: Develop a multi-year plan to enhance facilities that are clean, safe, healthy, functional and appropriate to	State Priorities: Basic Strategic Goal Pillar	Manage assets/inventory of instructional equipment and materials	Districtwide		Online digital tracking and repository solution 5000-5999: Services And Other Operating Expenditures Base \$330,000	Online digital tracking and repository solution 5000-5999: Services And Other Operating Expenditures Base \$330,000	Online digital tracking and repository solution 5000-5999: Services And Other Operating Expenditures Base \$330,000

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year: and are projected to be provided in years 2 and 3? What are the anticipated expenditures for each action: including funding source?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
foster academic achievement. Increase the number of student and staff technological devices required to support 21st century learning.	5: Effective Operations				Inventory baseline and maintenance (additional assignment) 2000-2999: Classified Personnel Salaries Base \$60,000	Inventory baseline and maintenance (additional assignment) 2000-2999: Classified Personnel Salaries Base \$60,000	Inventory baseline and maintenance (additional assignment) 2000-2999: Classified Personnel Salaries Base \$60,000
		Provide digital tool access to teachers and students	Districtwide		Purchase of digital devices 4000-4999: Books And Supplies Other \$3,500,000	Purchase of digital devices 4000-4999: Books And Supplies Other \$650,000	Purchase of digital devices 4000-4999: Books And Supplies Other \$250,000
		Ensure that facilities are clean, safe and functional	Districtwide		Deferred Maintenance 5000-5999: Services And Other Operating Expenditures Base \$1,500,000 Routine Maintenance (Classified employees) 2000-2999: Classified Personnel Salaries Base \$7,270,000 Routine Maintenance (services and supplies) 5000-5999: Services And Other Operating Expenditures Base \$4,356,000 Implement Prop 39 energy grants to increase facility energy efficiency 6000-6999: Capital Outlay Other \$2,000,000	Deferred maintenance 5000-5999: Services And Other Operating Expenditures Base \$2,000,000 Routine maintenance (Classified employees) 2000-2999: Classified Personnel Salaries Base \$7,415,000 Routine maintenance (services and supplies) 5000-5999: Services And Other Operating Expenditures Base \$4,456,000 Implement Prop 39 energy grants to increase facility energy efficiency 6000-6999: Capital Outlay Other \$2,098,000	Deferred maintenance 5000-5999: Services And Other Operating Expenditures Base \$2,500,000 Routine maintenance (Classified employees) 2000-2999: Classified Personnel Salaries Base \$7,563,000 Routine maintenance (services and supplies) 5000-5999: Services And Other Operating Expenditures Base \$4,567,000 Implement Prop 39 energy grants to increase facility energy efficiency 6000-6999: Capital Outlay Other \$2,098,000
		Site allocation for instructional resources	Schoolwide		Baseline allocations for supplies/materials 4000-4999: Books And Supplies Base \$323,500	Baseline allocations for supplies/materials 4000-4999: Books And Supplies Base \$323,500	Baseline allocations for supplies/materials 4000-4999: Books And Supplies Base \$323,500

B. Identify additional annual actions, and the LEA may include any services that support these actions, above what is provided for all pupils that will serve low-income, English learner, and/or foster youth pupils as defined in Education Code section 42238.01 and pupils redesignated as fluent English proficient. The identified actions must include, but are not limited to, those actions that are to be performed to meet the targeted goals described in Section 2 for low-income pupils, English learners, foster youth and/or pupils redesignated as fluent English proficient (e.g., not listed in Table 3A above). List and describe expenditures for each fiscal year implementing these actions, including where those expenditures can be found in the LEA's budget.

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year: and are projected to be provided in years 2 and 3? What are the anticipated expenditures for each action: including funding source?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
Goal 1: Students will demonstrate academic growth and proficiencies needed to ensure they leave the TK-12 system ready for college and career.	State Priorities: Basic Pupil Achievement Other Pupil Outcomes Implementation of State Standards Strategic Goal Pillar 3: • Academic Achievement and Enrichment	Increase number of ELLs who reclassify as fully English proficient and therefore decrease the number of LTEL students	Districtwide		Summer EL Support and CELDT Testing 1000-1999: Certificated Personnel Salaries Supplemental \$12,000 Testing Technicians 2000-2999: Classified Personnel Salaries Supplemental \$167,000 Secondary ELD sections 1000-1999: Certificated Personnel Salaries Supplemental \$289,000 Supplemental instructional materials 4000-4999: Books And Supplies Supplemental \$102,000 CELDT 4000-4999: Books And Supplies Supplemental \$2,000	Summer EL Support and CELDT Testing 1000-1999: Certificated Personnel Salaries Supplemental \$12,000 Testing Technicians 2000-2999: Classified Personnel Salaries Supplemental \$167,000 Secondary ELD sections 1000-1999: Certificated Personnel Salaries Supplemental \$289,000 Supplemental instructional materials 4000-4999: Books And Supplies Supplemental \$102,000 CELDT 4000-4999: Books And Supplies Supplemental \$2,000	Summer EL Support and CELDT Testing 1000-1999: Certificated Personnel Salaries Supplemental \$12,000 Testing Technicians 2000-2999: Classified Personnel Salaries Supplemental \$167,000 Secondary ELD sections 1000-1999: Certificated Personnel Salaries Supplemental \$289,000 Supplemental instructional materials 4000-4999: Books And Supplies Supplemental \$102,000 CELDT 4000-4999: Books And Supplies Supplemental \$2,000
		Provide program guidance, professional development, instructional coaching, and support for teachers and paraprofessionals serving ELL students	Districtwide		EL Instructional coach (TOSA) 1000-1999: Certificated Personnel Salaries Supplemental \$100,000 EL Instructional coach (TOSA) 1000-1999: Certificated Personnel Salaries Other \$100,000 ELD advisors 1000-1999: Certificated Personnel Salaries Supplemental \$103,850	EL Instructional coach (TOSA) 1000-1999: Certificated Personnel Salaries Supplemental \$100,000 EL Instructional coach (TOSA) 1000-1999: Certificated Personnel Salaries Other \$100,000 ELD advisors 1000-1999: Certificated Personnel Salaries Supplemental \$103,850	EL Instructional coach (TOSA) 1000-1999: Certificated Personnel Salaries Supplemental \$100,000 EL Instructional coach (TOSA) 1000-1999: Certificated Personnel Salaries Other \$100,000 ELD advisors 1000-1999: Certificated Personnel Salaries Supplemental \$103,850

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year: and are projected to be provided in years 2 and 3? What are the anticipated expenditures for each action: including funding source?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
					Substitutes for task force, meetings, professional development, coaching 1000-1999: Certificated Personnel Salaries Supplemental \$39,500	Substitutes for task force, meetings, professional development, coaching 1000-1999: Certificated Personnel Salaries Supplemental \$39,500	Substitutes for task force, meetings, professional development, coaching 1000-1999: Certificated Personnel Salaries Supplemental \$39,500
					Substitutes for task force, meetings, professional development, coaching 2000-2999: Classified Personnel Salaries Supplemental \$20,000 Site allocation for site-based pd 1000-1999: Certificated Personnel Salaries Supplemental \$135,000 PD consultants 5000-5999: Services And Other Operating Expenditures Supplemental \$160,000 Conferences and workshops 5000-5999: Services And Other Operating Expenditures Supplemental \$10,000	Substitutes for task force, meetings, professional development, coaching 2000-2999: Classified Personnel Salaries Supplemental \$20,000 Site allocation for site-based pd 1000-1999: Certificated Personnel Salaries Supplemental \$135,000 PD consultants 5000-5999: Services And Other Operating Expenditures Supplemental \$160,000 Conferences and workshops 5000-5999: Services And Other Operating Expenditures Supplemental \$10,000	Substitutes for task force, meetings, professional development, coaching 2000-2999: Classified Personnel Salaries Supplemental \$20,000 Site allocation for site-based pd 1000-1999: Certificated Personnel Salaries Supplemental \$135,000 PD consultants 5000-5999: Services And Other Operating Expenditures Supplemental \$160,000 Conferences and workshops 5000-5999: Services And Other Operating Expenditures Supplemental \$10,000
		Program operations	Districtwide		Director 1000-1999: Certificated Personnel Salaries Supplemental \$71,362 Staff secretary 2000-2999: Classified Personnel Salaries Supplemental \$54,000 Office supplies 4000-4999: Books And Supplies Supplemental \$6,000	Director 1000-1999: Certificated Personnel Salaries Supplemental \$71,362 Staff secretary 2000-2999: Classified Personnel Salaries Supplemental \$54,000 Office supplies 4000-4999: Books And Supplies Supplemental \$6,000	Director 1000-1999: Certificated Personnel Salaries Supplemental \$71,362 Staff secretary 2000-2999: Classified Personnel Salaries Supplemental \$54,000 Office supplies 4000-4999: Books And Supplies Supplemental \$6,000

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year: and are projected to be provided in years 2 and 3? What are the anticipated expenditures for each action: including funding source?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
					Printing 5000-5999: Services And Other Operating Expenditures Supplemental \$2,000 Account clerk 2000-2999: Classified Personnel Salaries Supplemental \$26,250	Printing 5000-5999: Services And Other Operating Expenditures Supplemental \$2,000 Account clerk 2000-2999: Classified Personnel Salaries Supplemental \$26,250	Printing 5000-5999: Services And Other Operating Expenditures Supplemental \$2,000 Account clerk 2000-2999: Classified Personnel Salaries Supplemental \$26,250
Goal 2: Provide interventions for academically, behaviorally, and social/emotionally at risk students.	State Priorities: Pupil Achievement Other Pupil Outcomes Pupil Engagement School Climate Strategic Goals: Pillar 2: Safe and Healthy Schools Strategic Goal Pillar 3: Academic Achievement and Enrichment	Provide interventions and support for non-proficient ELLs	Districtwide		Site allocations 1000-1999: Certificated Personnel Salaries Supplemental \$135,000 Online leveled intervention in ELA and math 5000-5999: Services And Other Operating Expenditures Supplemental \$280,000 Technical support for online programs 2000-2999: Classified Personnel Salaries Other \$7,000	Site allocations 1000-1999: Certificated Personnel Salaries Supplemental \$135,000 Online leveled intervention in ELA and math 5000-5999: Services And Other Operating Expenditures Supplemental \$280,000 Technical support for online programs 2000-2999: Classified Personnel Salaries Supplemental \$7,000	Site allocations 1000-1999: Certificated Personnel Salaries Supplemental \$135,000 Online leveled intervention in ELA and math 5000-5999: Services And Other Operating Expenditures Supplemental \$280,000 Technical support for online programs 2000-2999: Classified Personnel Salaries Supplemental \$7,000
		Foster program needs assessment	Districtwide		Data collection and analysis 4000-4999: Books And Supplies Supplemental \$1,000	Data collection and analysis 4000-4999: Books And Supplies Supplemental \$1,000	Data collection and analysis 4000-4999: Books And Supplies Supplemental \$1,000
		Provide newcomer support	Districtwide		Newcomer instructional materials 4000-4999: Books And Supplies Supplemental \$24,000	Newcomer instructional materials 4000-4999: Books And Supplies Supplemental \$24,000	Newcomer instructional materials 4000-4999: Books And Supplies Supplemental \$24,000
Goal 3: Increase the number of K-12 student offerings reflecting a broad course of study to ensure students are on-track to graduate	State Priorities: Pupil Achievement Course Access						

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year: and are projected to be provided in years 2 and 3? What are the anticipated expenditures for each action: including funding source?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
from high school college and career ready	Pupil Engagement Implement ation of State Standards Strategic Goal: Pillar 3: Academic Achievement and Enrichment						
Goal 4: Expand parent and community engagement to include representation of all students.	State Priorities: Parent Involve ment Community Engagement Strategic Goal: Pillar 1 : Community Relations	Ensure translation of school documents for schools with 15% or more ELLs	Districtwide		Contracted translation services 5000-5999: Services And Other Operating Expenditures Supplemental \$4,000 Translators 2000-2999: Classified Personnel Salaries Supplemental \$188,000	Contracted translation services 5000-5999: Services And Other Operating Expenditures Supplemental \$4,000 Translators 2000-2999: Classified Personnel Salaries Supplemental \$188,000	Contracted translation services 5000-5999: Services And Other Operating Expenditures Supplemental \$4,000 Translators 2000-2999: Classified Personnel Salaries Supplemental \$188,000
		Facilitate communication, parent education, and engagement of parents of ELLs.	Districtwide		Bilingual community liaisons 2000-2999: Classified Personnel Salaries Supplemental \$1,277,044 Parent education programs such as PIQE 5000-5999: Services And Other Operating Expenditures Supplemental \$30,000 DELAC childcare 2000-2999: Classified Personnel Salaries Supplemental \$2,000	Bilingual community liaisons 2000-2999: Classified Personnel Salaries Supplemental \$1,277,044 Parent education programs such as PIQE 5000-5999: Services And Other Operating Expenditures Supplemental \$30,000 DELAC childcare 2000-2999: Classified Personnel Salaries Supplemental \$2,000	Bilingual community liaisons 2000-2999: Classified Personnel Salaries Supplemental \$1,277,044 Parent education programs such as PIQE 5000-5999: Services And Other Operating Expenditures Supplemental \$30,000 DELAC childcare 2000-2999: Classified Personnel Salaries Supplemental \$2,000

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year: and are projected to be provided in years 2 and 3? What are the anticipated expenditures for each action: including funding source?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
					Supplies and materials 4000-4999: Books And Supplies Supplemental \$1,000	Supplies and materials 4000-4999: Books And Supplies Supplemental \$1,000	Supplies and materials 4000-4999: Books And Supplies Supplemental \$1,000
Goal 5: Develop a multi-year plan to enhance facilities that are clean, safe, healthy, functional and appropriate to foster academic achievement. Increase the number of student and staff technological devices required to support 21st century learning.	State Priorities: Basic Strategic Goal Pillar 5: Effective Operations						

- C. Describe the LEA's increase in funds in the LCAP year calculated on the basis of the number and concentration of low income, foster youth, and English learner pupils as determined pursuant to 5 CCR 15496(a)(5). Describe how the LEA is expending these funds in the LCAP year. Include a description of, and justification for, the use of any funds in a districtwide, schoolwide, countywide, or charterwide manner as specified in 5 CCR 15496. For school districts with below 55 percent of enrollment of unduplicated pupils in the district or below 40 percent of enrollment of unduplicated pupils at a school site in the LCAP year, when using supplemental and concentration funds in a districtwide or schoolwide manner, the school district must additionally describe how the services provided are the most effective use of funds to meet the district's goals for unduplicated pupils in the state priority areas. (See 5 CCR 15496(b) for guidance.)

Capistrano Unified School District has budgeted \$3,265,787 of the \$7,050,933 LCFF Supplemental funds to address the priorities for all students by:

- Providing 180 days of instruction for students: Impacts all students, including unduplicated. (Goal 1)
- Decreasing class size for students: Impacts all students, including unduplicated. (Goal 1)
- Professional development for all teachers and paraprofessionals: Emphasis on providing high quality instruction, including Tier 1 interventions for all students, including unduplicated students. (Goal 1)
- Student access to interventions (academic, behavioral, and social): Through a multi-tiered system of support, all students, including unduplicated students will benefit from academic supports, and related interventions. (Goal 2)
- Preparation for College and Career through successful completion of a broad course of study: All students, including unduplicated, will benefit from a systematic process focused on meeting graduation requirements, entry requirements for college, and a broad course of study, including CTE and VAPA. (Goal 4)
- Enhanced parent communications and opportunities for engagement in school and district training, workshops, and activities: All parents will benefit from enhancements, including parents of unduplicated students. (Goal 4)

The District has determined these actions are the most effective to meet the goals.

- D. Consistent with the requirements of 5 CCR 15496, demonstrate how the services provided in the LCAP year for low income pupils, foster youth, and English learners provide for increased or improved services for these pupils in proportion to the increase in funding provided for such pupils in that year as calculated pursuant to 5 CCR 15496(a)(7). Identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all pupils in the LCAP year as calculated pursuant to 5 CCR 15496(a). An LEA shall describe how the proportionality percentage is met using a quantitative and/or qualitative description of the increased and/or improved services for unduplicated pupils as compared to the services provided to all pupils.

Capistrano Unified School District has developed a plan to utilize LCFF Supplemental Funds specifically to meet the needs of English Learners, Low Income and Foster Youth Students by allocating \$3,785,146 for a variety of programs and services. The funds will be used to meet goals through targeted services for unduplicated pupils identified as English Learners, low income, or foster youth by:

- Professional development on strategies to support English Learners, including specific training on the English Language Development (ELD) Standards. (Goal 1)
- Targeted intervention programs designed to support unduplicated students' achievement in literacy and math with specific consideration to language and other needs. (Goals 1, 2, and 3)
- Increased support in assessment. (Goal 1)
- Increased support to ELL newcomer students. (Goal 2)
- Targeted actions to impact the number of students considered long-term English Learners. (Goal 1)
- Support to families of unduplicated students, including parent education, enhanced communications through community liaisons, increased translation services, and facilitation of engagement in school and district activities. (Goal 4)

NOTE: Authority cited: Sections 42238.07 and 52064, Education Code. Reference: Sections 2574, 2575, 42238.01, 42238.02, 42238.03, 42238.07, 47605, 47605.5, 47606.5, 48926, 52052, 52060-52077, and 64001, Education Code; 20 U.S.C. Section 6312.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

**BUDGET ASSUMPTIONS
2014-2015**

PURPOSE

The purpose of the budget assumptions outlined below is to provide the framework the District uses for preparing the 2014-2015 budget. The overarching influence to the following assumptions is the budget for the State of California. Other assumptions will be based upon District input and prior year trends, as well as external sources or conditions when appropriate. The framework is based upon the most up-to-date information known to the District at the time of development of the budget assumptions. These budget assumptions may change based upon any negotiated settlements prior to the budget adoption.

OVERALL ASSUMPTIONS

1. Enrollment projections for 2014-2015 assume enrollment will decline as compared to 2013-2014. The projected enrollment for 2014-2015 is 49,843.

Funding received from the State is based on the District's Average Daily Attendance (ADA). ADA is calculated by dividing the total number of days of *student attendance* by the number of *days of school taught* during the same period. When a district's enrollment is declining, the state funds the district on their prior year P-2 ADA; therefore, funding for 2014-2015 will be based on P-2 ADA for 2013-2014, which is 48,606.78.

Currently, the funded Local Control Funding Formula (LCFF) is proposed to be \$6,848 per unit of ADA, which is an increase of \$576 per unit of ADA compared to fiscal year 2013-2014. This amount includes information as detailed in the Governor's May Revise.

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

2.1 Site Supply Budget Formula ¹

K - 5	\$21 / student
6 - 8	\$25 / student
9 - 12	\$33 / student

¹ Site supply budgets are exclusive of copier allocation, which is centrally funded. These amounts represent a restoration of the 25 percent reduction that was instituted in relation to funding shortfalls from the State of California.

2.2 Staffing Formula:

K	=	30.5 : 1	
1 - 5	=	31.5 : 1	
6 - 8	=	32.5 : 1	(includes prep periods and electives)
9 - 12	=	34.5 : 1	(includes prep periods and electives)

REVENUE ASSUMPTIONS

3. State categorical program funding is expected to receive a 0.85% COLA.
4. State Special Education funding is expected to receive 0.85% COLA.
5. Lottery unrestricted revenue will be calculated at \$126 per unit of annual attendance. Unrestricted revenue is projected to be approximately \$6.5 million.
6. Lottery restricted revenue for instructional materials will be calculated at \$30 per unit of annual attendance. Restricted revenue is projected to be approximately \$1.6 million.

EXPENDITURE ASSUMPTIONS

7. The budget reflects a full school and work year.
 - 7.1 Step and column increases will be reflected for those certificated, classified, and administrative employees who qualify for movement based upon their longevity with the District, earned education credits, and negotiated agreements.
 - 7.1.1 Salary costs estimated for employee groups will increase by the following percentages due to employee movement across the salary schedule:

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

- 7.1.2 PERS costs are estimated to increase per the CalPERS Employer Circular Letter No. 200-012-14, which gave estimates of the future contribution rate increases for school employers as follows:

2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
11.442%	11.7%	12.6%	15.0%	16.6%

STRS costs are projected to increase to 9.5% in 2014-2015, 11.1% in 2015-2016, and 12.7% in 2016-2017 from the 2013-2014 rate of 8.25%.

- 7.2 Vacancies created due to retirements or those employees indicating their intent not to return will be budgeted as follows:

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

- 7.3 2014-2015 salary agreements have not been reached with all represented groups.

8. Actual costs for special education are dependent on the type of services the District is required to provide to each individual student. For the purposes of budgeting expenditures, the District is projecting increases of between 2% and 5% for the costs of non-salary expenditures for operating the program during 2014-2015.

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

10. Benefits

10.1 The District will utilize the following employer rates for statutory benefits for the 2014-2015 budget year, based upon currently available information from various State agencies.

STRS	9.50 %
PERS	11.771 %
OASDI	6.200 %
Medicare	1.450 %
Workers Comp	1.500 %
Unemployment	0.050 %

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

OPEB – Active	0.80%
OPEB – All	0.27%

11. Health and welfare insurance costs for the District for the 2014-2015 fiscal year are budgeted to increase slightly as a result of the Affordable Health Care Act.

11.1 Health and welfare expenditures for 2014-2015 are projected to be approximately \$40.2 million.

12. Liability insurance premiums for the 2014-2015 fiscal year will be budgeted to increase by 2 percent.

13.1 Property and Liability insurance costs for 2014-2015 are projected to be approximately \$2.55 million.

13. Utilities are expected to remain relatively constant compared to the 2013-2014 year.

14. Transfers and Capital Outlay

14.1 The District will contribute \$1.5 million to the Deferred Maintenance Fund from LCFF funds during the 2014-2015 fiscal year.

14.2 The District will contribute \$800,000 to the Adult Education Fund from LCFF funds during the 2014-2015 fiscal year.

15. Indirect / Direct Costs

15.1 Inter-program direct and indirect costs will be calculated at the maximum allowable rate per program. The rate is 4.84 percent for 2014-2015.

15.2 The Cafeteria Fund will be charged a 4.84 percent indirect cost for the 2014-2015 fiscal year. Education Code §38101(c) and §52616.4(a)(3) specify the indirect cost charge for Cafeteria Funds is the lesser of the approved school district rate, or the statewide average rate. In addition to indirect charges, the District charges applicable direct costs including telephone, electricity, natural gas, waste disposal, and laundry services.

15.3 The Child Development Fund will be charged based on direct staff time used to support the childcare program, utility costs, insurance, maintenance, and warehouse services.

16. Debt Service and Major Lease Payments

16.1 The District is projected to incur approximately \$800,000 in debt service payments from the general fund in 2014-2015. The amount consists primarily of lease payment obligations.

16.2 The District currently does not plan to enter into significant additional lease obligations during the 2014-2015 fiscal year.

17. At a minimum, the Reserve for "Economic Uncertainty" will be maintained at a level of 2.25 percent.

18. New textbooks, consumables, and the costs of rebinding will be budgeted at \$3.0 million, and will be funded from the following:

18.1 Restricted Lottery funding

18.2 LCFF funds

19. Summer school, which includes credit recovery and legally mandated activities, during 2014, is currently budgeted at \$50,000.

ADDITIONAL ASSUMPTIONS

20. Interest earnings on funds in custody will be budgeted at 0.35 percent.

21. Charter Schools

21.1 The District currently has executed contracts with five charter school groups. The charter schools receive a combination of property tax revenue and State aid, including a categorical block grant. The District provides general financial review for the charters and their respective budgets.

21.2 The District receives fees from the charter school groups for administrative oversight, which are projected to be approximately \$185,000.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

**BUDGET GUIDELINES
2014-2015**

PURPOSE

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

GENERAL

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

11. The District will utilize a Multiple Year Projection tool in order to facilitate the compilation of the current and future year budget projections as required under AB 1200.
12. The budget development process will include user-friendly information that provides disclosure of anticipated beginning balances, revenues, expenditures, and ending balances for all District funds. This information will be provided to highlight the intended uses of these funds during the budget year.
13. In the event closing or re-configuring schools is considered, associated savings and expenditures shall be identified and budgeted with adequate lead-time to allow for appropriate review, analysis, and community input as well as adequate transitions.

REVENUE

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

EXPENDITURE

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

OTHER

22. As part of the Local Control Accountability Plan (LCAP), a plan to restore funding to the Deferred Maintenance program has been developed.
23. All unspent funds at year end in Federal categorical programs are considered restricted balances and will be carried forward to the following year and re-budgeted.
24. As part of the adoption and review of the District's fiscal year budget and related financial activity, the District is required to prepare specific reporting documents. These documents, and their associated filing deadlines, are indicated below.

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

*A Third Interim Report becomes necessary with the filing of a qualified or negative interim report.

Description	Resource Codes	Object Codes	2013-14 Estimated Actuals			2014-15 Budget			
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
A. REVENUES									
1) LCFF Sources		8010-8099	303,063,297.00	0.00	303,063,297.00	328,211,523.00	0.00	328,211,523.00	8.3%
2) Federal Revenue		8100-8299	524,859.00	17,772,034.00	18,296,893.00	246,400.00	15,693,070.00	15,939,470.00	-12.9%
3) Other State Revenue		8300-8599	8,743,725.00	42,778,834.00	51,522,559.00	8,504,417.00	33,008,564.00	41,512,981.00	-19.4%
4) Other Local Revenue		8600-8799	6,494,433.00	37,177.00	6,531,610.00	3,508,046.00	1,891.00	3,509,937.00	-46.3%
5) TOTAL, REVENUES			318,826,314.00	60,588,045.00	379,414,359.00	340,470,386.00	48,703,525.00	389,173,911.00	2.6%
B. EXPENDITURES									
1) Certificated Salaries		1000-1999	153,464,024.00	35,174,061.00	188,638,085.00	163,063,050.00	34,340,487.00	197,403,537.00	4.6%
2) Classified Salaries		2000-2999	32,981,125.00	21,527,167.00	54,508,292.00	34,545,444.00	23,504,837.00	58,050,281.00	6.5%
3) Employee Benefits		3000-3999	57,111,882.00	17,219,007.43	74,330,889.43	60,663,324.00	18,107,665.00	78,770,989.00	6.0%
4) Books and Supplies		4000-4999	7,433,655.00	5,802,068.64	13,235,723.64	8,543,304.00	9,335,423.00	17,878,727.00	35.1%
5) Services and Other Operating Expenditures		5000-5999	18,615,288.00	11,998,151.00	30,613,439.00	18,334,469.00	11,643,995.00	29,978,464.00	-2.1%
6) Capital Outlay		6000-6999	115,523.00	0.00	115,523.00	0.00	2,000,000.00	2,000,000.00	1631.3%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	3,896,277.00	5,659,404.00	9,555,681.00	3,849,979.00	5,947,797.00	9,797,776.00	2.5%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(4,208,692.00)	3,610,437.93	(598,254.07)	(4,489,816.00)	3,839,187.00	(650,629.00)	8.8%
9) TOTAL, EXPENDITURES			269,409,082.00	100,990,297.00	370,399,379.00	284,509,754.00	108,719,391.00	393,229,145.00	6.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			49,417,232.00	(40,402,252.00)	9,014,980.00	55,960,632.00	(60,015,866.00)	(4,055,234.00)	-145.0%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(47,656,521.00)	47,656,521.00	0.00	(52,929,671.00)	52,929,671.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(47,656,521.00)	47,656,521.00	0.00	(52,929,671.00)	52,929,671.00	0.00	0.0%

Description	Resource Codes	Object Codes	2013-14 Estimated Actuals			2014-15 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,760,711.00	7,254,269.00	9,014,980.00	3,030,961.00	(7,086,195.00)	(4,055,234.00)	-145.0%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	15,317,343.00	6,076,172.00	21,393,515.00	17,078,054.00	13,330,441.00	30,408,495.00	42.1%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			15,317,343.00	6,076,172.00	21,393,515.00	17,078,054.00	13,330,441.00	30,408,495.00	42.1%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			15,317,343.00	6,076,172.00	21,393,515.00	17,078,054.00	13,330,441.00	30,408,495.00	42.1%
2) Ending Balance, June 30 (E + F1e)			17,078,054.00	13,330,441.00	30,408,495.00	20,109,015.00	6,244,246.00	26,353,261.00	-13.3%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	175,000.00	0.00	175,000.00	175,000.00	0.00	175,000.00	0.0%
Stores		9712	150,000.00	0.00	150,000.00	150,000.00	0.00	150,000.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	13,330,441.00	13,330,441.00	0.00	6,244,246.00	6,244,246.00	-53.2%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments		9780	2,445,000.00	0.00	2,445,000.00	1,500,000.00	0.00	1,500,000.00	-38.7%
Gifts	0000	9780				1,500,000.00		1,500,000.00	
Site Allocation	0000	9780	500,000.00		500,000.00				
Gifts	0000	9780	1,500,000.00		1,500,000.00				
Teacher Development	0000	9780	195,000.00		195,000.00				
Asset Management	0000	9780	250,000.00		250,000.00				
e) Unassigned/unappropriated									
Reserve for Economic Uncertainties		9789	8,359,174.00	0.00	8,359,174.00	8,931,218.00	0.00	8,931,218.00	6.8%
Unassigned/Unappropriated Amount		9790	5,948,880.00	0.00	5,948,880.00	9,352,797.00	0.00	9,352,797.00	57.2%

			2013-14 Estimated Actuals			2014-15 Budget			
Description	Resource Codes	Object Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
G. ASSETS									
1) Cash									
a) in County Treasury		9110	0.00	0.00	0.00				
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00	0.00	0.00				
b) in Banks		9120	0.00	0.00	0.00				
c) in Revolving Fund		9130	0.00	0.00	0.00				
d) with Fiscal Agent		9135	0.00	0.00	0.00				
e) collections awaiting deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	0.00	0.00	0.00				
4) Due from Grantor Government		9290	0.00	0.00	0.00				
5) Due from Other Funds		9310	0.00	0.00	0.00				
6) Stores		9320	0.00	0.00	0.00				
7) Prepaid Expenditures		9330	0.00	0.00	0.00				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) TOTAL, ASSETS			0.00	0.00	0.00				
H. DEFERRED OUTFLOWS OF RESOURCES									
1) Deferred Outflows of Resources		9490	0.00	0.00	0.00				
2) TOTAL, DEFERRED OUTFLOWS			0.00	0.00	0.00				
I. LIABILITIES									
1) Accounts Payable		9500	0.00	0.00	0.00				
2) Due to Grantor Governments		9590	0.00	0.00	0.00				
3) Due to Other Funds		9610	0.00	0.00	0.00				
4) Current Loans		9640	0.00	0.00	0.00				
5) Unearned Revenue		9650	0.00	0.00	0.00				
6) TOTAL, LIABILITIES			0.00	0.00	0.00				
J. DEFERRED INFLOWS OF RESOURCES									
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00				
2) TOTAL, DEFERRED INFLOWS			0.00	0.00	0.00				
K. FUND EQUITY									
Ending Fund Balance, June 30									
(G9 + H2) - (I6 + J2)			0.00	0.00	0.00				

			2013-14 Estimated Actuals			2014-15 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Description	Resource Codes	Object Codes							
LCFF SOURCES									
Principal Apportionment									
State Aid - Current Year		8011	44,842,538.00	0.00	44,842,538.00	72,009,053.00	0.00	72,009,053.00	60.6%
Education Protection Account State Aid - Current Year		8012	20,908,136.00	0.00	20,908,136.00	22,267,134.00	0.00	22,267,134.00	6.5%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions									
Homeowners' Exemptions		8021	1,858,948.00	0.00	1,858,948.00	1,858,948.00	0.00	1,858,948.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes									
Secured Roll Taxes		8041	235,509,147.00	0.00	235,509,147.00	235,509,147.00	0.00	235,509,147.00	0.0%
Unsecured Roll Taxes		8042	8,532,387.00	0.00	8,532,387.00	8,532,387.00	0.00	8,532,387.00	0.0%
Prior Years' Taxes		8043	4,677,386.00	0.00	4,677,386.00	4,677,386.00	0.00	4,677,386.00	0.0%
Supplemental Taxes		8044	4,266,981.00	0.00	4,266,981.00	4,266,981.00	0.00	4,266,981.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	(480,715.00)	0.00	(480,715.00)	(480,715.00)	0.00	(480,715.00)	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	2,586,177.00	0.00	2,586,177.00	2,586,177.00	0.00	2,586,177.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)									
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			322,700,985.00	0.00	322,700,985.00	351,226,498.00	0.00	351,226,498.00	8.8%
LCFF Transfers									
Unrestricted LCFF Transfers - Current Year	0000	8091	(1,781,288.00)		(1,781,288.00)	(2,281,288.00)		(2,281,288.00)	28.1%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(17,856,400.00)	0.00	(17,856,400.00)	(20,733,687.00)	0.00	(20,733,687.00)	16.1%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			303,063,297.00	0.00	303,063,297.00	328,211,523.00	0.00	328,211,523.00	8.3%
FEDERAL REVENUE									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	7,524,184.00	7,524,184.00	0.00	7,524,184.00	7,524,184.00	0.0%
Special Education Discretionary Grants		8182	0.00	1,289,451.00	1,289,451.00	0.00	1,289,451.00	1,289,451.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB: Title I, Part A, Basic Grants Low-Income and Neglected	3010	8290		5,310,588.00	5,310,588.00		3,888,056.00	3,888,056.00	-26.8%
NCLB: Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%
NCLB: Title II, Part A, Teacher Quality	4035	8290		1,053,273.00	1,053,273.00		845,688.00	845,688.00	-19.7%
NCLB: Title III, Immigrant Educator Program	4201	8290		73,443.00	73,443.00		73,443.00	73,443.00	0.0%

Description	Resource Codes	Object Codes	2013-14 Estimated Actuals			2014-15 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
NCLB: Title III, Limited English Proficient (LEP) Student Program	4203	8290		625,820.00	625,820.00		538,373.00	538,373.00	-14.0%
NCLB: Title V, Part B, Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%
	3011-3020, 3026-3205, 4036-4126, 5510	8290		350,000.00	350,000.00		0.00	0.00	-100.0%
Other No Child Left Behind									
Vocational and Applied Technology Education	3500-3699	8290		245,541.00	245,541.00		245,541.00	245,541.00	0.0%
Safe and Drug Free Schools	3700-3799	8290		0.00	0.00		0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	524,859.00	1,299,734.00	1,824,593.00	246,400.00	1,288,334.00	1,534,734.00	-15.9%
TOTAL, FEDERAL REVENUE			524,859.00	17,772,034.00	18,296,893.00	246,400.00	15,693,070.00	15,939,470.00	-12.9%
OTHER STATE REVENUE									
Other State Apportionments									
ROC/P Entitlement									
Current Year	6355-6360	8311		0.00	0.00		0.00	0.00	0.0%
Prior Years	6355-6360	8319		0.00	0.00		0.00	0.00	0.0%
Special Education Master Plan									
Current Year	6500	8311		24,274,952.00	24,274,952.00		25,099,071.00	25,099,071.00	3.4%
Prior Years	6500	8319		80,366.00	80,366.00		0.00	0.00	-100.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	207,091.00	207,091.00	0.00	207,091.00	207,091.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Class Size Reduction, K-3		8434	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	1,794,387.00	0.00	1,794,387.00	1,789,803.00	0.00	1,789,803.00	-0.3%
Lottery - Unrestricted and Instructional Materials		8560	6,807,419.00	1,834,449.00	8,641,868.00	6,613,614.00	1,574,670.00	8,188,284.00	-5.2%
Tax Relief Subventions									
Restricted Levies - Other									
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
School Based Coordination Program	7250	8590		0.00	0.00		0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590		562,500.00	562,500.00		562,500.00	562,500.00	0.0%
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690			0.00	0.00		0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590		2,097,901.00	2,097,901.00		2,097,901.00	2,097,901.00	0.0%
Healthy Start	6240	8590		0.00	0.00		0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590		0.00	0.00		0.00	0.00	0.0%
Specialized Secondary	7370	8590		0.00	0.00		0.00	0.00	0.0%
School Community Violence Prevention Grant	7391	8590		0.00	0.00		0.00	0.00	0.0%
Quality Education Investment Act	7400	8590		0.00	0.00		0.00	0.00	0.0%
Common Core State Standards Implementation	7405	8590		10,148,614.00	10,148,614.00		0.00	0.00	-100.0%
All Other State Revenue	All Other	8590	141,919.00	3,572,961.00	3,714,880.00	101,000.00	3,467,331.00	3,568,331.00	-3.9%
TOTAL, OTHER STATE REVENUE			8,743,725.00	42,778,834.00	51,522,559.00	8,504,417.00	33,008,564.00	41,512,981.00	-19.4%

			2013-14 Estimated Actuals			2014-15 Budget			
		Object Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
Description	Resource Codes								
OTHER LOCAL REVENUE									
Other Local Revenue									
County and District Taxes									
Other Restricted Levies									
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes									
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds									
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from									
Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales									
Sale of Equipment/Supplies		8631	8,500.00	0.00	8,500.00	8,500.00	0.00	8,500.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	1,698,724.00	0.00	1,698,724.00	1,660,346.00	0.00	1,660,346.00	-2.3%
Interest		8660	200,025.00	0.00	200,025.00	150,000.00	0.00	150,000.00	-25.0%
Net Increase (Decrease) in the Fair Value of Investments									
		8662	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts									
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	485,000.00	0.00	485,000.00	485,000.00	0.00	485,000.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue									
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources									
		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	4,062,684.00	37,177.00	4,099,861.00	1,164,700.00	1,891.00	1,166,591.00	-71.5%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	39,500.00	0.00	39,500.00	39,500.00	0.00	39,500.00	0.0%
Transfers of Apportionments									
Special Education SELPA Transfers									
From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6500	8793		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers									
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			6,494,433.00	37,177.00	6,531,610.00	3,508,046.00	1,891.00	3,509,937.00	-46.3%
TOTAL REVENUES			318,826,314.00	60,588,045.00	379,414,359.00	340,470,386.00	48,703,525.00	389,173,911.00	2.6%

			2013-14 Estimated Actuals			2014-15 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Description	Resource Codes	Object Codes							
CERTIFICATED SALARIES									
Certificated Teachers' Salaries		1100	137,406,501.00	26,662,924.00	164,069,425.00	145,746,301.00	25,203,443.00	170,949,744.00	4.2%
Certificated Pupil Support Salaries		1200	3,374,724.00	4,559,086.00	7,933,810.00	3,715,475.00	5,209,438.00	8,924,913.00	12.5%
Certificated Supervisors' and Administrators' Salaries		1300	11,712,779.00	1,969,030.00	13,681,809.00	12,845,968.00	2,061,792.00	14,907,760.00	9.0%
Other Certificated Salaries		1900	970,020.00	1,983,021.00	2,953,041.00	755,306.00	1,865,814.00	2,621,120.00	-11.2%
TOTAL, CERTIFICATED SALARIES			153,464,024.00	35,174,061.00	188,638,085.00	163,063,050.00	34,340,487.00	197,403,537.00	4.6%
CLASSIFIED SALARIES									
Classified Instructional Salaries		2100	887,558.00	12,057,376.00	12,944,934.00	983,384.00	13,288,344.00	14,271,728.00	10.2%
Classified Support Salaries		2200	15,698,144.00	7,008,292.00	22,706,436.00	16,655,263.00	7,677,058.00	24,332,321.00	7.2%
Classified Supervisors' and Administrators' Salaries		2300	1,898,821.00	745,289.00	2,644,110.00	1,948,015.00	781,653.00	2,729,668.00	3.2%
Clerical, Technical and Office Salaries		2400	11,819,695.00	977,917.00	12,797,612.00	12,300,425.00	985,131.00	13,285,556.00	3.8%
Other Classified Salaries		2900	2,676,907.00	738,293.00	3,415,200.00	2,658,357.00	772,651.00	3,431,008.00	0.5%
TOTAL, CLASSIFIED SALARIES			32,981,125.00	21,527,167.00	54,508,292.00	34,545,444.00	23,504,837.00	58,050,281.00	6.5%
EMPLOYEE BENEFITS									
STRS		3101-3102	12,732,109.00	3,143,906.45	15,876,015.45	15,578,073.00	2,715,044.00	18,293,117.00	15.2%
PERS		3201-3202	3,240,180.00	1,933,569.00	5,173,749.00	3,618,517.00	2,113,434.00	5,731,951.00	10.8%
OASDI/Medicare/Alternative		3301-3302	4,507,474.00	1,882,373.30	6,389,847.30	4,594,724.00	2,255,170.00	6,849,894.00	7.2%
Health and Welfare Benefits		3401-3402	29,500,983.00	8,903,440.00	38,404,423.00	29,298,968.00	9,481,773.00	38,780,741.00	1.0%
Unemployment Insurance		3501-3502	93,797.00	26,699.70	120,496.70	97,130.00	28,740.00	125,870.00	4.5%
Workers' Compensation		3601-3602	2,798,479.00	804,028.00	3,602,507.00	2,913,590.00	862,032.00	3,775,622.00	4.8%
OPEB, Allocated		3701-3702	504,029.00	143,253.98	647,282.98	521,230.00	153,989.00	675,219.00	4.3%
OPEB, Active Employees		3751-3752	1,198,654.00	347,326.00	1,545,980.00	1,503,560.00	445,545.00	1,949,105.00	26.1%
Other Employee Benefits		3901-3902	2,536,177.00	34,411.00	2,570,588.00	2,537,532.00	51,938.00	2,589,470.00	0.7%
TOTAL, EMPLOYEE BENEFITS			57,111,882.00	17,219,007.43	74,330,889.43	60,663,324.00	18,107,665.00	78,770,989.00	6.0%
BOOKS AND SUPPLIES									
Approved Textbooks and Core Curricula Materials		4100	173,697.00	1,082,249.00	1,255,946.00	100,000.00	2,711,517.00	2,811,517.00	123.9%
Books and Other Reference Materials		4200	46,534.00	27,300.00	73,834.00	0.00	0.00	0.00	-100.0%
Materials and Supplies		4300	6,201,491.00	3,805,055.64	10,006,546.64	8,071,067.00	2,919,195.00	10,990,262.00	9.8%
Noncapitalized Equipment		4400	1,011,933.00	887,464.00	1,899,397.00	372,237.00	3,704,711.00	4,076,948.00	114.6%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			7,433,655.00	5,802,068.64	13,235,723.64	8,543,304.00	9,335,423.00	17,878,727.00	35.1%
SERVICES AND OTHER OPERATING EXPENDITURES									
Subagreements for Services		5100	20,000.00	2,574,325.00	2,594,325.00	20,000.00	2,571,904.00	2,591,904.00	-0.1%
Travel and Conferences		5200	344,057.00	317,260.00	661,317.00	290,860.00	364,809.00	655,669.00	-0.9%
Dues and Memberships		5300	58,975.00	2,100.00	61,075.00	35,615.00	2,100.00	37,715.00	-38.2%
Insurance		5400 - 5450	2,500,000.00	0.00	2,500,000.00	2,555,000.00	0.00	2,555,000.00	2.2%
Operations and Housekeeping Services		5500	9,325,000.00	0.00	9,325,000.00	9,275,000.00	0.00	9,275,000.00	-0.5%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	2,248,692.00	2,914,096.00	5,162,788.00	3,485,179.00	2,891,893.00	6,377,072.00	23.5%
Transfers of Direct Costs		5710	(617,796.00)	617,796.00	0.00	(804,395.00)	804,395.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(195,682.00)	0.00	(195,682.00)	(141,745.00)	0.00	(141,745.00)	-27.6%
Professional/Consulting Services and Operating Expenditures		5800	4,131,417.00	5,572,574.00	9,703,991.00	2,865,055.00	5,005,894.00	7,870,949.00	-18.9%
Communications		5900	800,625.00	0.00	800,625.00	753,900.00	3,000.00	756,900.00	-5.5%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			18,615,288.00	11,998,151.00	30,613,439.00	18,334,469.00	11,643,995.00	29,978,464.00	-2.1%

			2013-14 Estimated Actuals			2014-15 Budget			
Description	Resource Codes	Object Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
CAPITAL OUTLAY									
Land		6100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	2,000,000.00	2,000,000.00	New
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	115,523.00	0.00	115,523.00	0.00	0.00	0.00	-100.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			115,523.00	0.00	115,523.00	0.00	2,000,000.00	2,000,000.00	1631.3%
OTHER OUTGO (excluding Transfers of Indirect Costs)									
Tuition									
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	20,948.00	20,948.00	0.00	20,948.00	20,948.00	0.0%
Payments to County Offices		7142	0.00	5,291,266.00	5,291,266.00	0.00	5,584,874.00	5,584,874.00	5.5%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues									
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments									
To Districts or Charter Schools	6500	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6500	7222		310,985.00	310,985.00		310,985.00	310,985.00	0.0%
To JPAs	6500	7223		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers of Apportionments									
To Districts or Charter Schools	6360	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6360	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6360	7223		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	3,068,565.00	36,205.00	3,104,770.00	3,064,246.00	30,990.00	3,095,236.00	-0.3%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service									
Debt Service - Interest		7438	71,965.00	0.00	71,965.00	48,297.00	0.00	48,297.00	-32.9%
Other Debt Service - Principal		7439	755,747.00	0.00	755,747.00	737,436.00	0.00	737,436.00	-2.4%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			3,896,277.00	5,659,404.00	9,555,681.00	3,849,979.00	5,947,797.00	9,797,776.00	2.5%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS									
Transfers of Indirect Costs		7310	(3,610,438.00)	3,610,437.93	(0.07)	(3,839,187.00)	3,839,187.00	0.00	-100.0%
Transfers of Indirect Costs - Interfund		7350	(598,254.00)	0.00	(598,254.00)	(650,629.00)	0.00	(650,629.00)	8.8%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(4,208,692.00)	3,610,437.93	(598,254.07)	(4,489,816.00)	3,839,187.00	(650,629.00)	8.8%
TOTAL, EXPENDITURES									
			269,409,082.00	100,990,297.00	370,399,379.00	284,509,754.00	108,719,391.00	393,229,145.00	6.2%

Description	Resource Codes	Object Codes	2013-14 Estimated Actuals			2014-15 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
INTERFUND TRANSFERS									
INTERFUND TRANSFERS IN									
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT									
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES									
SOURCES									
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds									
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources									
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds									
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
USES									
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS									
Contributions from Unrestricted Revenues		8980	(47,656,521.00)	47,656,521.00	0.00	(52,929,671.00)	52,929,671.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(47,656,521.00)	47,656,521.00	0.00	(52,929,671.00)	52,929,671.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)									
			(47,656,521.00)	47,656,521.00	0.00	(52,929,671.00)	52,929,671.00	0.00	0.0%

			2013-14 Estimated Actuals			2014-15 Budget			
Description	Function Codes	Object Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
A. REVENUES									
1) LCFF Sources		8010-8099	303,063,297.00	0.00	303,063,297.00	328,211,523.00	0.00	328,211,523.00	0.0%
2) Federal Revenue		8100-8299	524,859.00	17,772,034.00	18,296,893.00	246,400.00	15,693,070.00	15,939,470.00	0.0%
3) Other State Revenue		8300-8599	8,743,725.00	42,778,834.00	51,522,559.00	8,504,417.00	33,008,564.00	41,512,981.00	0.0%
4) Other Local Revenue		8600-8799	6,494,433.00	37,177.00	6,531,610.00	3,508,046.00	1,891.00	3,509,937.00	0.0%
5) TOTAL, REVENUES			318,826,314.00	60,588,045.00	379,414,359.00	340,470,386.00	48,703,525.00	389,173,911.00	0.0%
B. EXPENDITURES (Objects 1000-7999)									
1) Instruction	1000-1999	Except 7600-7699	186,036,617.00	61,917,988.64	247,954,605.64	198,186,153.00	65,018,760.00	263,204,913.00	6.2%
2) Instruction - Related Services	2000-2999		27,336,384.00	8,199,974.43	35,536,358.43	29,031,436.00	8,454,430.00	37,485,866.00	5.5%
3) Pupil Services	3000-3999		18,721,806.00	10,412,978.00	29,134,784.00	20,318,627.00	11,833,792.00	32,152,419.00	10.4%
4) Ancillary Services	4000-4999		2,303,081.00	0.00	2,303,081.00	2,302,038.00	0.00	2,302,038.00	0.0%
5) Community Services	5000-5999		839.00	0.00	839.00	0.00	0.00	0.00	-100.0%
6) Enterprise	6000-6999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
7) General Administration	7000-7999		11,101,697.00	3,612,601.93	14,714,298.93	10,832,747.00	3,839,187.00	14,671,934.00	-0.3%
8) Plant Services	8000-8999		20,012,381.00	11,187,350.00	31,199,731.00	19,988,774.00	13,625,425.00	33,614,199.00	7.7%
9) Other Outgo	9000-9999		3,896,277.00	5,659,404.00	9,555,681.00	3,849,979.00	5,947,797.00	9,797,776.00	2.5%
10) TOTAL, EXPENDITURES			269,409,082.00	100,990,297.00	370,399,379.00	284,509,754.00	108,719,391.00	393,229,145.00	6.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A6 - B10)									
			49,417,232.00	(40,402,252.00)	9,014,980.00	55,960,632.00	(60,015,866.00)	(4,055,234.00)	-145.0%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In	8900-8929		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out	7600-7629		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses									
a) Sources	8930-8979		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses	7630-7699		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions	8980-8999		(47,656,521.00)	47,656,521.00	0.00	(52,929,671.00)	52,929,671.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(47,656,521.00)	47,656,521.00	0.00	(52,929,671.00)	52,929,671.00	0.00	0.0%

Description	Function Codes	Object Codes	2013-14 Estimated Actuals			2014-15 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,760,711.00	7,254,269.00	9,014,980.00	3,030,961.00	(7,086,195.00)	(4,055,234.00)	-145.0%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	15,317,343.00	6,076,172.00	21,393,515.00	17,078,054.00	13,330,441.00	30,408,495.00	42.1%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			15,317,343.00	6,076,172.00	21,393,515.00	17,078,054.00	13,330,441.00	30,408,495.00	42.1%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			15,317,343.00	6,076,172.00	21,393,515.00	17,078,054.00	13,330,441.00	30,408,495.00	42.1%
2) Ending Balance, June 30 (E + F1e)			17,078,054.00	13,330,441.00	30,408,495.00	20,109,015.00	6,244,246.00	26,353,261.00	-13.3%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	175,000.00	0.00	175,000.00	175,000.00	0.00	175,000.00	0.0%
Stores		9712	150,000.00	0.00	150,000.00	150,000.00	0.00	150,000.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	13,330,441.00	13,330,441.00	0.00	6,244,246.00	6,244,246.00	-53.2%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments (by Resource/Object)		9780	2,445,000.00	0.00	2,445,000.00	1,500,000.00	0.00	1,500,000.00	-38.7%
Gifts	0000	9780				1,500,000.00		1,500,000.00	
Site Allocation	0000	9780	500,000.00		500,000.00				
Gifts	0000	9780	1,500,000.00		1,500,000.00				
Teacher Development	0000	9780	195,000.00		195,000.00				
Asset Management	0000	9780	250,000.00		250,000.00				
e) Unassigned/unappropriated									
Reserve for Economic Uncertainties		9789	8,359,174.00	0.00	8,359,174.00	8,931,218.00	0.00	8,931,218.00	6.8%
Unassigned/Unappropriated Amount		9790	5,948,880.00	0.00	5,948,880.00	9,352,797.00	0.00	9,352,797.00	57.2%

Resource	Description	2013-14 Estimated Actuals	2014-15 Budget
5640	Medi-Cal Billing Option	431,528.00	0.00
6230	California Clean Energy Jobs Act	2,097,901.00	2,195,802.00
6300	Lottery: Instructional Materials	1,208,847.00	0.00
6512	Special Ed: Mental Health Services	3,905,167.00	4,048,444.00
7405	Common Core State Standards Implementation	5,686,998.00	0.00
Total, Restricted Balance		13,330,441.00	6,244,246.00

SSC School District and Charter School Financial Projection Dartboard 2014-15 May Revision

This version of SSC's Financial Projection Dartboard is based on the Governor's 2014-15 May Revision Proposal. We have updated the cost-of-living adjustment (COLA), Consumer Price Index (CPI), and ten-year T-bill planning factors per the latest economic forecasts. We have also updated the Local Control Funding Formula (LCFF) factors. We rely on various state agencies and outside sources in developing these factors, but we assume responsibility for them with the understanding that they are general guidelines.

LCFF ENTITLEMENT FACTORS				
Entitlement Factors per ADA	K-3	4-6	7-8	9-12
2013-14 Initial Grants	\$6,952	\$7,056	\$7,266	\$8,419
COLA at 0.85%	\$59	\$60	\$62	\$72
2014-15 Base Grants	\$7,011	\$7,116	\$7,328	\$8,491

Entitlement Factors per ADA	K-3	4-6	7-8	9-12
2014-15 Base Grants	\$7,011	\$7,116	\$7,328	\$8,491
Adjustment Factors	10.40% CSR	-	-	2.6% CTE
CSR and CTE amounts	\$729	-	-	\$221
2014-15 Adjusted Base Grants	\$7,740	\$7,116	\$7,328	\$8,712

Supplemental Grants (% Adj. Base)	20%	20%	20%	20%
Concentration Grants	50%	50%	50%	50%
Concentration Grant Threshold	55%	55%	55%	55%

LCFF DARTBOARD FACTORS						
Factor	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
LCFF Planning Factors	SSC Simulator ¹	SSC Simulator ¹	SSC Simulator ²	SSC Simulator ²	SSC Simulator ²	SSC Simulator ²

PLANNING FACTORS						
Factor	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
Statutory COLA	1.565%	0.85%	2.10%	2.30%	2.50%	2.60%
COLA on state and local share only of Special Education, Child Nutrition, American Indian Education Centers/American Indian Early Childhood Education	1.565%	0.85%	2.10%	2.30%	2.50%	2.60%
California CPI	1.40%	2.10%	2.30%	2.50%	2.70%	2.60%
California Lottery ³	Base	\$124	\$126	\$126	\$126	\$126
	Proposition 20	\$30	\$30	\$30	\$30	\$30
Interest Rate for Ten-Year Treasuries	2.80%	3.10%	3.50%	3.60%	3.70%	3.60%
CalPERS Employer Rate	11.442%	11.771%	12.60%	15.00%	16.60%	18.20%
CalSTRS Employer Rate	8.25%	9.50%	11.10%	12.70%	14.30%	15.90%

RESERVES		
State Reserve Requirement	District ADA Range	Reserve Plan ⁴
The greater of 5% or \$63,000	0 to 300	SSC recommends one year's increment of planned revenue growth
The greater of 4% or \$63,000	301 to 1,000	
3%	1,001 to 30,000	
2%	30,001 to 400,000	
1%	400,001 and higher	

¹ Go to the SSC LCFF Simulator at www.sscal.com. Your LCFF amounts for multiyear planning purposes will be provided based on your district-specific data.

² For the forecast years, the total dollar amount needed to fund the statutory COLA is applied to the LCFF Simulator.

³ The forecast for Lottery funding per ADA includes both base (unrestricted) funding and the amount restricted by Proposition 20 (2000) for instructional materials. Lottery funding is initially based on prior-year annual ADA—and is ultimately based on current-year annual ADA—times the historical statewide average excused absence factor of 1.04446.

⁴ District reserve requirements as stated in the State Board of Education (SBE) adopted criteria and standards based solely on district size is not as relevant when financial volatility and exposure is disparate under the LCFF. We recommend that every district first observe the current SBE-required reserve for the traditional economic uncertainties. We also recommend the establishment of a separate reserve based on the annual LCFF revenue increase projected for the district in Year 2 and Year 3 of the multiyear projection. We recommend that the district develop a plan to, over time, set aside one year's growth in LCFF funding as a reserve due to the potential volatility inherent in the LCFF. Within that set aside, we also recommend assigning the supplemental and concentration dollars.

**"Empowering
Students for
Success"**



Capistrano Unified School District

2014-2015 Proposed Budget

June 11, 2014

Capistrano Unified School District

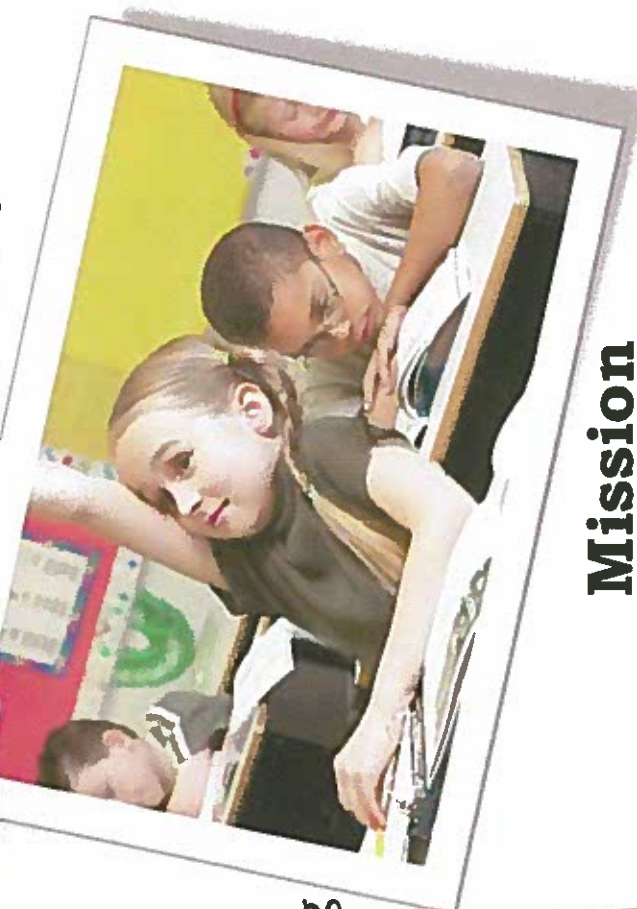
Vision

Educated, responsible, and
confident citizens succeeding
in a global society



Mission

The Capistrano Unified
School District, with support
from our community,
prepares students to achieve
academic and personal
success while becoming
responsible citizens and
lifelong learners



Budget Calendar

Budgeting for schools is a continuous, year-round process

- **Adopted Budget June 30, 2014**
- 1st Interim December 15, 2014 (reporting data as of October)
- 2nd Second Interim March 15, 2015 (reporting data as of January)
- 3rd Interim* June 1, 2015 (reporting data as of April)

*Note: Pursuant to Education Code §42131(e), a 3rd Interim Report is only required to be filed by June 1 if the 2nd Interim certification is not positive.

2014-2015 State Budget

Proposed Budget

Funding Local Control Funding Formula- Comparing Budget Proposals

- ▶ Governor → **+\$4.5 Billion**
 - ▶ Same as January proposal
 - ▶ No additional Common Core funding
 - ▶ Increase in STRS rates over seven years starting in 2014-2015
- ▶ Senate → **+\$4.8 Billion**
 - ▶ 50% of increase towards Career Technical Education (CTE) grade span adjustment
 - ▶ Same STRS total increases except lower employer rates in early years
 - ▶ +\$550 million for Common Core
 - ▶ +\$300 million towards Career Pathways Trust Program
 - ▶ +\$713 million for Early Childhood Education
 - ▶ +\$448 million mandate payments (10% of outstanding balance)
- ▶ Assembly → **+\$4.65 Billion**
 - ▶ Same STRS total increases except lower employer rates in early years
 - ▶ +\$1.25 billion for Common Core
 - ▶ +\$384 million new categorical program for CTE and Regional Occupational Centers
 - ▶ +\$440 million for Early Childhood Education
 - ▶ +\$292 million mandate payments

District Budget

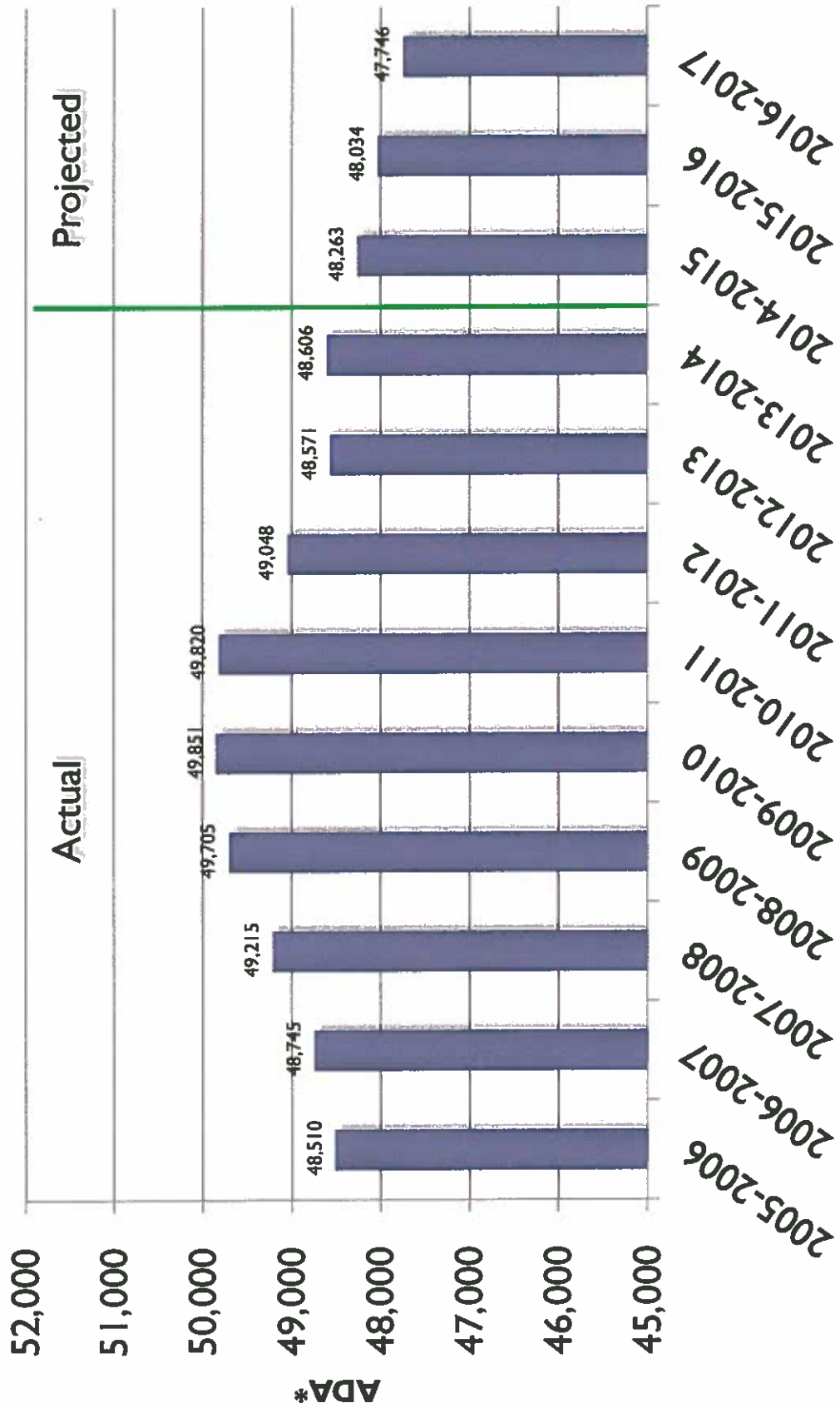
2014-2015 Projections



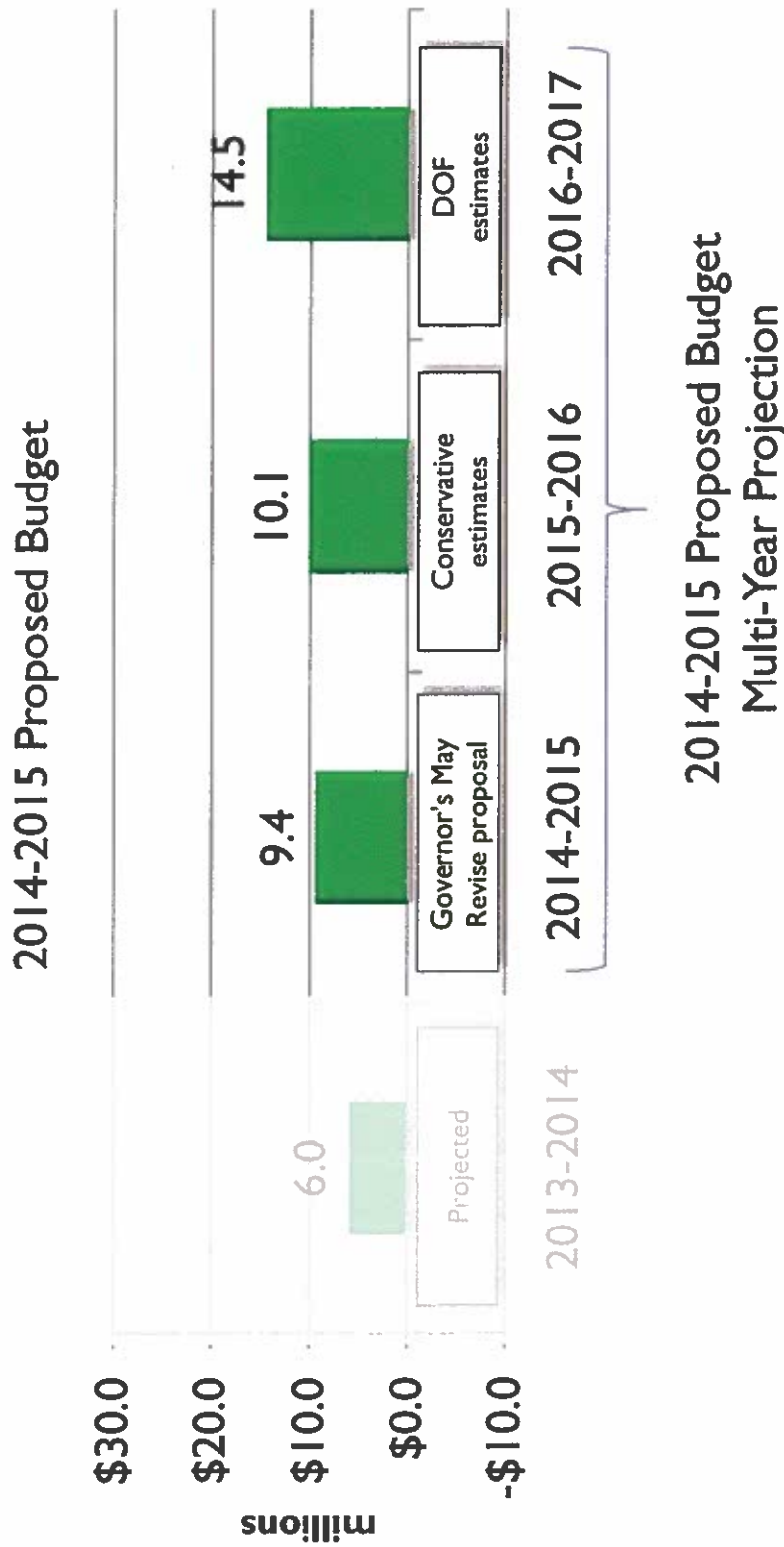
Budget Development

- ▶ **Budget Assumptions**
 - ▶ Framework for developing the 2014-2015 proposed budget
 - ▶ Revenue assumptions based on Governor's May Revised K-12 budget proposal
 - ▶ Expenditure assumptions based on returning to a full school year and full work year for all employees
 - ▶ Includes Governor's proposed STRS contribution rate increases
 - ▶ Step and Column salary adjustments
 - ▶ Any other expected increases or decreases in expenditures
- ▶ **Budget Guidelines**
 - ▶ Provide the over arching philosophy for developing and managing the budget
 - ▶ Building reserve levels
 - ▶ Avoiding deficit spending when funding is improving
 - ▶ Staffing effectively
 - ▶ Adhering to supply and equipment formulas

Average Daily Attendance (ADA) Trend and Projection

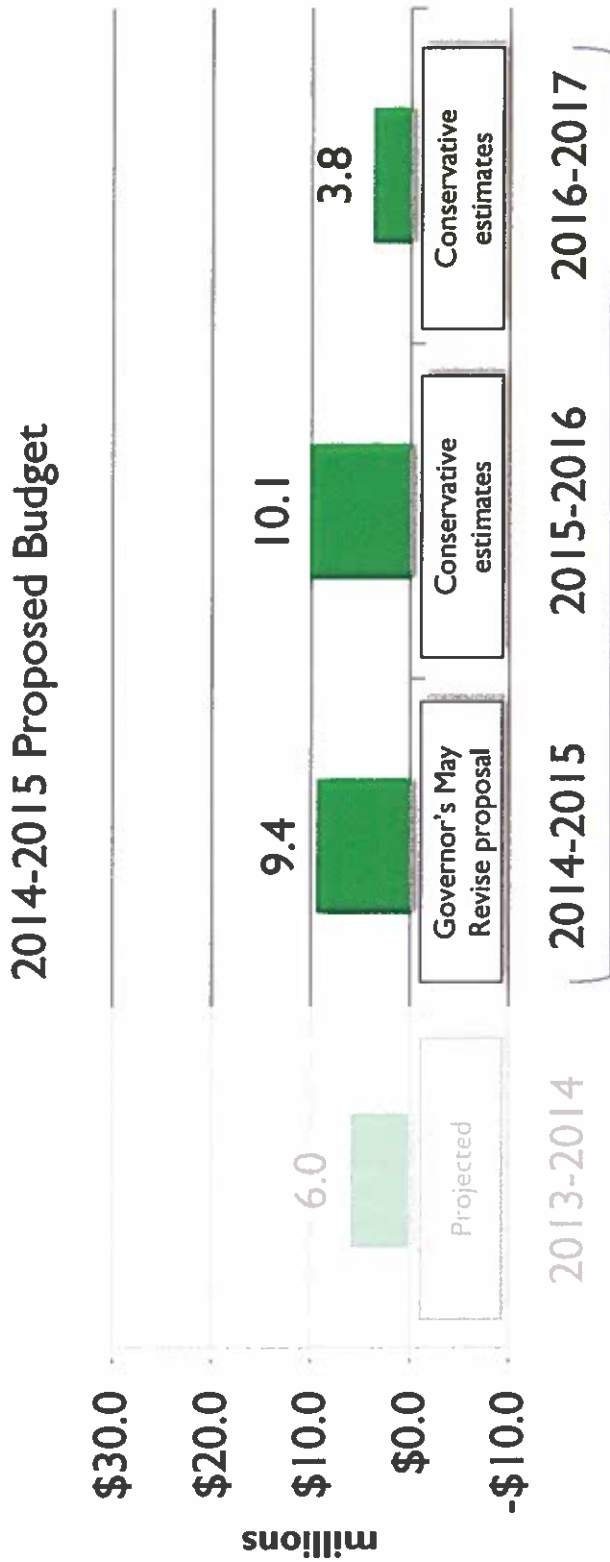


District Multi-Year Projection



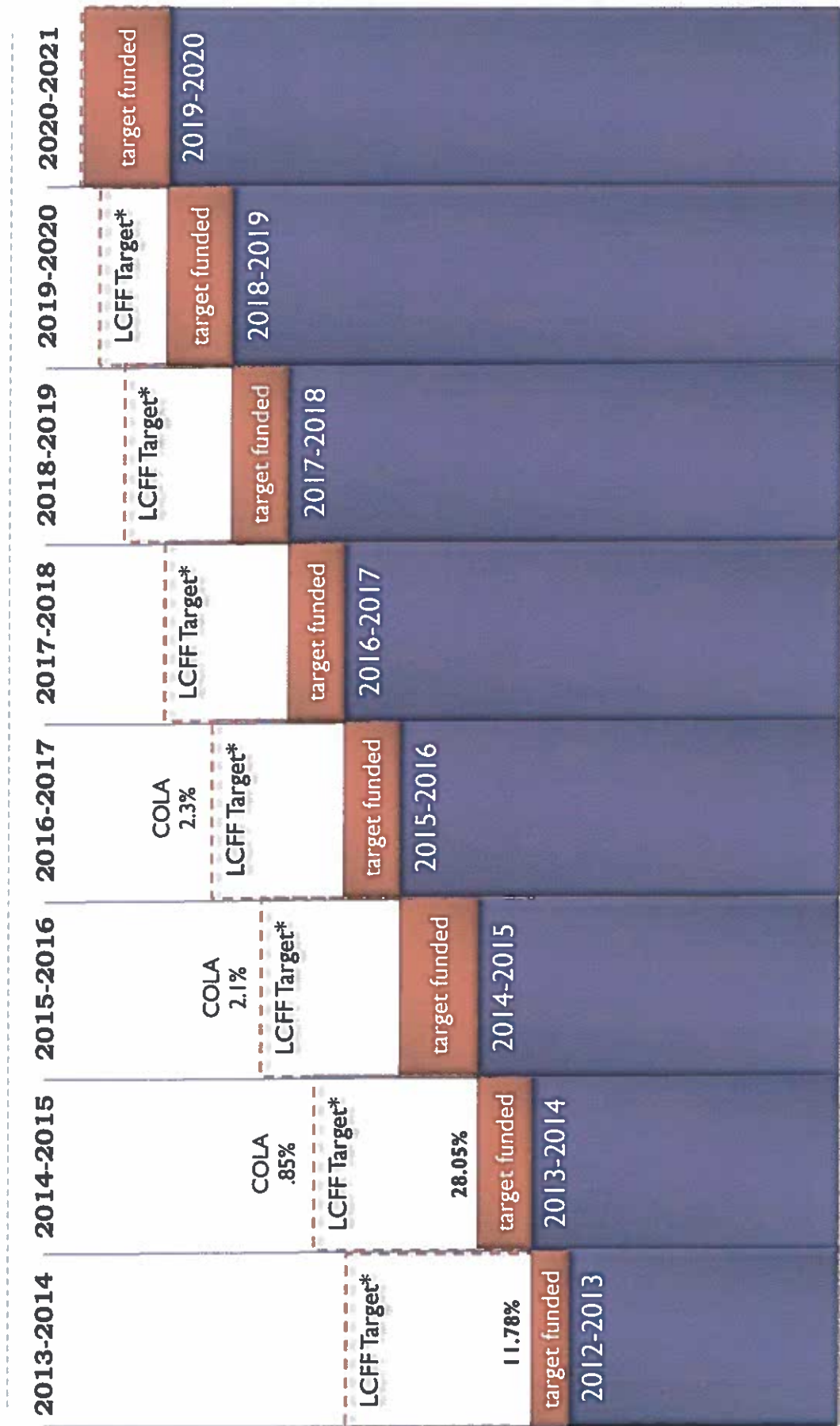
- State budget priorities can change from year to year with no guarantee that LCFF growth will be provided or that the LCFF will be fully funded
- Capture some one-time savings to improve reserve balances. Plan for being ready to absorb next economic downturn while at the same time maintaining services for students

District Multi-Year Projection



- State budget priorities can change from year to year with no guarantee that LCFF growth will be provided or that the LCFF will be fully funded
- Capture some one-time savings to improve reserve balances. Plan for being ready to absorb next economic downturn while at the same time maintaining services for students

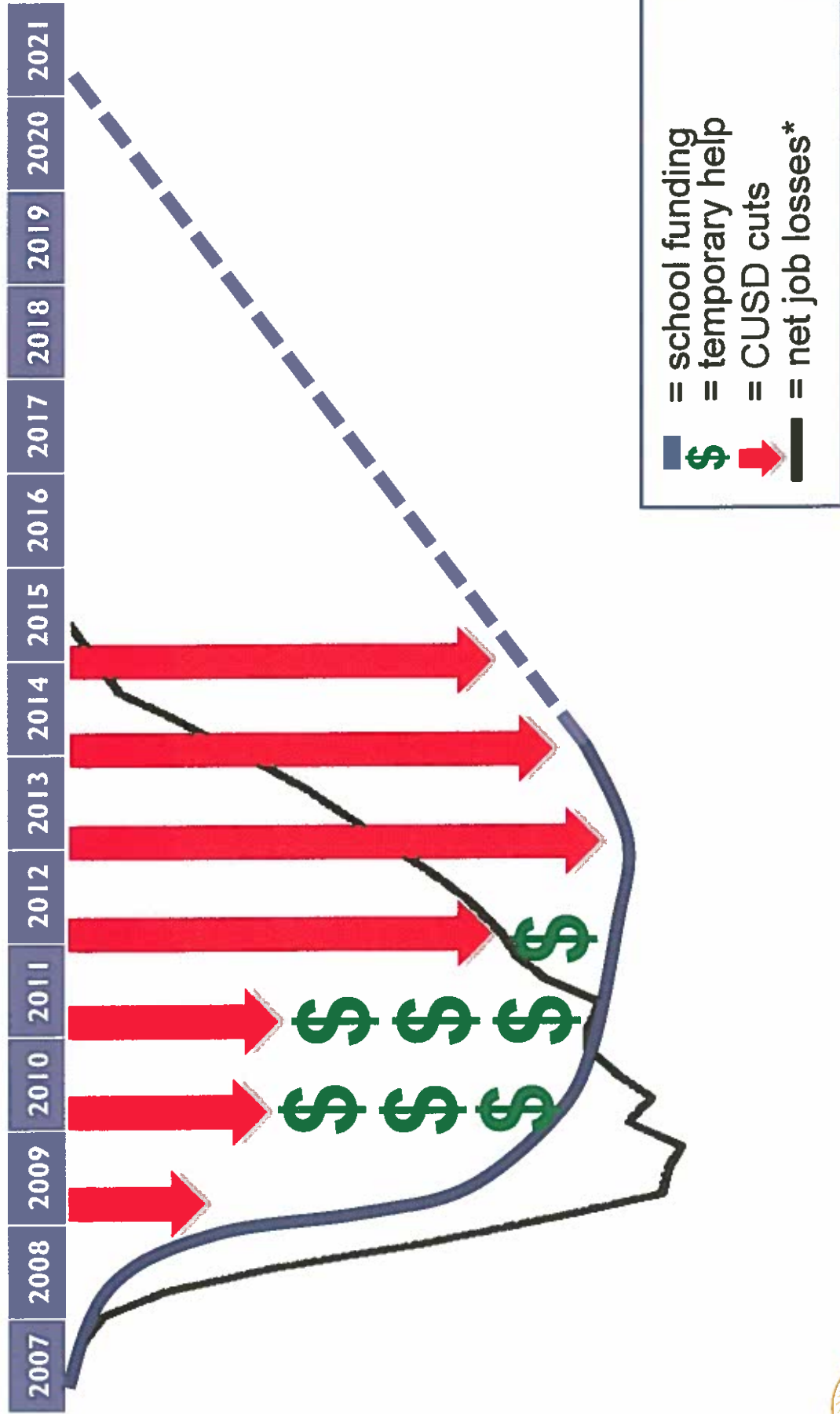
2014-2015 Growth Toward Target



* LCFF Target will change each year based on COLA and District grade span mix. LCFF Target based on 2007-2008 funding levels plus inflation. State expects to hit target in 2021.



2014-2015 Growth Toward Target



The chart displays the following data series and trends:

- School Funding (Blue Line):** Shows a general upward trend from 2007 to 2010, followed by a sharp decline in 2011 and 2012, a recovery in 2013 and 2014, and then a decline again in 2015 and 2016.
- Temporary Help (Black Line):** Shows a steady increase from 2007 to 2010, followed by a sharp decline in 2011 and 2012, a recovery in 2013 and 2014, and then a decline again in 2015 and 2016.
- CUSD Cuts (Red Arrows):** Indicate significant cuts in funding in 2011, 2012, 2013, and 2014.
- Legend:**
 - Blue line: = school funding
 - Black line: = temporary help
 - Red arrow: = CUSD cuts
 - Black line: = net job losses*

CUSD Compared to Unified Districts In Orange County

Orange County Unified Districts*	Unduplicated %	Estimated 2014-2015 per ADA	Funding Variance	Increase/(Decrease) if funded at this \$/ADA
Santa Ana	93.32%	\$7,966	\$1,122	54,585,300
Garden Grove	81.42%	\$7,764	\$920	44,758,000
Orange	50.30%	\$7,119	\$275	13,378,750
Tustin	45.05%	\$6,914	\$70	3,405,500
Placentia-Yorba Linda	36.97%	\$7,031	\$187	9,097,550
Brea-Olinda	31.68%	\$6,986	\$142	6,908,300
Saddleback Valley	31.37%	\$7,073	\$229	11,140,850
Capistrano	23.87%	\$6,844	\$0	-
Los Alamitos	15.02%	\$6,829	-\$15	(729,750)

*does not include basic aid districts



Other Orange County Districts

Elementary Districts	Unduplicated %	Estimated 2014-2015 per ADA	Funding Variance	Increase/(Decrease) if funded at this \$/ADA
Anaheim City	91.11%	\$7,626	\$782	38,044,300
Magnolia	88.77%	\$7,570	\$726	35,319,900
Buena Park	80.48%	\$7,360	\$516	25,103,400
La Habra City	80.00%	\$7,360	\$516	25,103,400
Savanna	78.01%	\$7,337	\$493	23,984,450
Westminster	77.81%	\$7,378	\$534	25,979,100
Centralia	69.17%	\$7,060	\$216	10,508,400
Fullerton	52.03%	\$6,825	-\$19	(924,350)
Cypress	44.46%	\$6,686	-\$158	(7,686,700)
Ocean View	43.91%	\$6,813	-\$31	(1,508,150)
Fountain Valley	27.08%	\$6,493	-\$351	(17,076,150)
Capistrano	23.87%	\$6,844	\$0	-
Huntington Beach City	19.82%	\$6,470	-\$374	(18,195,100)

High School Districts	Unduplicated %	Estimated 2014-2015 per ADA	Funding Variance	Increase/(Decrease) if funded at this \$/ADA
Anaheim Union	74.14%	\$8,350	\$1,506	73,266,900
Fullerton Joint Union	46.72%	\$8,163	\$1,319	64,169,350
Huntington Beach Union	32.26%	\$7,984	\$1,140	55,461,000
Capistrano	23.87%	\$6,844	\$0	-

Note: CUSD shown for comparison purposes.

Other Orange County Districts

		Estimated 2014-2015 per ADA	Funding Variance	Increase/(Decrease) if funded at this \$/ADA
Basic Aid Districts	Unduplicated %			
Newport-Mesa	48.72%	\$9,650	\$2,806	136,511,900
Irvine	25.98%	\$6,133	-\$711	(34,590,150)
Capistrano	23.87%	\$6,844	\$0	-
Laguna Beach	11.05%	\$13,439	\$6,595	320,846,750

Note: CUSD shown for comparison purposes.



Unrestricted and Restricted Grants Supported by Unrestricted Fund

<u>Revenue</u>	2013-2014 Estimated Actuals	2014-2015 Proposed Budget	Changes from 2013-2014	Comments
LCFF Sources	\$303,063,297	\$328,211,523	\$25,148,226	LCFF 28.05% GAP funding net of declining enrollment includes additional \$500,000 transfer to deferred maintenance
Federal Revenue	\$9,338,494	\$9,060,035	(\$278,459)	Reduction in MAA funds (-\$241,000)
State Revenue	\$36,727,761	\$37,158,723	\$430,962	Increased Special Ed. revenue
Local Revenue	\$3,047,199	\$3,355,046	\$307,847	13-14 reflected one-time write-off of old receivables
Contribution to Locally Restricted	(\$2,361,230)	(\$2,119,226)	\$242,004	Reduction in contribution for one-time costs in 13-14 which is offset by an increase in site allocation funds in 14-15
Total Revenue	\$349,815,521	\$375,666,101	\$25,608,576	
<u>Expenditures</u>				
Certificated Salaries	\$181,549,549	\$193,702,782	\$12,153,233	Class size decrease \$4,950,000 Furlough days \$7,200,000
Classified Salaries	\$52,706,740	\$56,826,332	\$4,119,592	Step & Column costs \$4,450,000 PERS/STRS increase \$2,550,000
Benefits	\$72,482,713	\$77,517,949	\$5,035,236	Health & Welfare increase (retiree/employee) \$800,000 Special Ed Teachers/Psych \$500,000 Classified positions \$450,000
Books and Supplies	\$6,339,371	\$7,998,907	\$1,659,536	Increase due to use of \$673,000 FEMA funds in 13-14 not available in 14-15.
Services & Operating Expenses	\$26,409,010	\$27,698,560	\$1,289,550	Increase of \$70,000 insurance (Property & Liability) Increase of \$2,500,000 for LCFF proportionality costs
Capital Outlay	\$0	\$0	\$0	
Other Outgo/Debt Service	\$8,766,580	\$9,030,868	\$264,288	Increased costs for County Special Ed. excess costs \$294,000
Transfers of Indirect/Direct Support	(\$1,047,739)	(\$1,228,535)	(\$180,796)	
Total Expenditures	\$347,206,224	\$371,546,863	\$24,340,639	

Restricted Self-Supporting Grants and Locally Restricted Funds

	2013-2014 Estimated Actuals	2014-2015 Proposed Budget	Changes from 2013-2014	Comments
Revenue				
LCFF Sources	\$0	\$0	\$0	
Federal Revenue	\$8,958,399	\$6,879,435	(\$2,078,964)	\$2,100,000 Carryover funds in 13-14 and not in 14-15
State Revenue	\$14,794,798	\$4,354,258	(\$10,440,540)	\$10,200,000 Common Core revenue in 13-14 not in 14-15
Local Revenue	\$3,484,411	\$154,891	(\$3,329,520)	\$3,300,000 Gift funds in 13-14, not in 14-15. Gift not budgeted until received
Contribution from Unrestricted	\$2,361,230	\$2,119,226	(\$242,004)	Asset Mgmt in 13-14 not in 14-15
Total Revenue	\$29,598,838	\$13,507,810	(\$15,849,024)	
Expenditures				
Certificated Salaries	\$7,088,536	\$3,700,755	(\$3,387,781)	Common Core beginning balance of \$5.7 million carried over to 14-15 and fully expended (\$4.5 million spent in 13-14). Other grant expenditures will be rebudgeted once carryover is known at the close of the 13-14 fiscal year.
Classified Salaries	\$1,801,552	\$1,223,949	(\$577,603)	
Benefits	\$1,848,176	\$1,253,040	(\$595,136)	
Books and Supplies	\$6,896,353	\$9,879,820	\$2,983,467	
Services & Operating Expenses	\$4,204,429	\$2,279,904	(\$1,924,525)	
Capital Outlay	\$115,523	\$2,000,000	\$1,884,477	
Other Outgo/Debt Service	\$789,101	\$766,908	(\$22,193)	
Transfers of Indirect/Direct Support	\$449,485	\$577,906	\$128,421	
Total Expenditures	\$23,193,155	\$21,682,282	(\$1,510,873)	



2014-2015 Budget Proposal

Combined General Fund

	2013-2014 Est. Actuals	2014-2015 Adopted Bud.	Change from 2013-2014 Est. Actuals
<u>Revenue</u>			
LCFF Sources	\$303,063,297	\$328,211,523	\$25,148,226
Federal Revenue	\$18,296,893	\$15,939,470	(\$2,357,423)
State Revenue	\$51,522,559	\$41,512,981	(\$10,009,578)
Local Revenue	\$6,531,610	\$3,509,937	(\$3,021,673)
Contribution from Unrestricted	\$0	\$0	\$0
Total Revenue	\$379,414,359	\$389,173,911	\$9,759,552
<u>Expenditures</u>			
Certificated Salaries	\$188,638,085	\$197,403,537	\$8,765,452
Classified Salaries	\$54,508,292	\$58,050,281	\$3,541,989
Benefits	\$74,330,889	\$78,770,989	\$4,440,100
Books and Supplies	\$13,235,724	\$17,878,727	\$4,643,003
Services & Operating Expenses	\$30,613,439	\$29,978,464	(\$634,975)
Capital Outlay	\$115,523	\$2,000,000	\$1,884,477
Other Outgo/Debt Service	\$9,555,681	\$9,797,776	\$242,095
Tmsfrs of Indirect/Direct Support	(\$598,254)	(\$650,629)	(\$52,375)
Total Expenditures	\$370,399,379	\$393,229,145	\$22,829,766

QUESTIONS?

California Special Education Management Information System
Service Descriptions

Special Education Local Plan Area: Capistrano

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
210	Family training, counseling, and home visits (ages 0–2 only): This service includes: services provided by social workers, psychologists, or other qualified personnel to assist the family in understanding the special needs of the child and enhancing the child's development. Note: Services provided by specialists (such as medical services, nursing services, occupational therapy, and physical therapy) for a specific function should be coded under the appropriate service category, even if the services were delivered in the home.	X			34 <i>Code of Federal Regulations (CFR)</i> sections 300.34 (c)(3), 300.226
220	Medical services (for evaluation only) (ages 0–2 only): Services provided by a licensed physician to determine a child's developmental status and need for early intervention services.	X			34 <i>CFR</i> sections 300.34 (c)(3), 300.226
230	Nutrition services (ages 0–2 only): These services include conducting assessments in: nutritional history and dietary intake; anthropometric, biochemical, and clinical variables; feeding skills and feeding problems; and food habits and food preferences.	X			34 <i>CFR</i> sections 300.34 (c)(3), 300.226
240	Service coordination (ages 0–2 only)	X			34 <i>CFR</i> sections 300.34 (c)(3), 300.226
250	Special instruction (ages 0–2 only): Special instruction includes: the design of learning environments and activities that promote the child's acquisition of skills in a variety of developmental areas, including cognitive processes and social interaction; curriculum planning, including the planned interaction of personnel, materials, and time and space, that leads to achieving the outcomes in the child's individualized family service plan (IFSP); providing families with information, skills, and support related to enhancing the skill development of the child; and working with the child to enhance the child's development.	X			34 <i>CFR</i> sections 300.34 (c)(3), 300.226
260	Special education aide in regular development class, childcare center, or family childcare home (ages 0–2 only)	X			34 <i>CFR</i> sections 300.34 (c)(3), 300.226
270	Respite care services (ages 0–2 only): Through the IFSP process, short-term care given in-home or out-of-home, which temporarily relieves families of the ongoing responsibility for specialized care for child with a disability. (Note: only for infants and toddlers from birth through 2, but under 3.)	X			34 <i>CFR</i> sections 300.34 (c)(3), 300.226

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

California Special Education Management Information System
Service Descriptions

Special Education Local Plan Area: Capistrano

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

California Special Education Management Information System
Service Descriptions

Special Education Local Plan Area: Capistrano

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

California Special Education Management Information System
Service Descriptions

Special Education Local Plan Area: Capistrano

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

California Special Education Management Information System
Service Descriptions

Special Education Local Plan Area: Capistrano

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

California Special Education Management Information System
Service Descriptions

Special Education Local Plan Area: Capistrano

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

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

California Special Education Management Information System
Service Descriptions

Special Education Local Plan Area: Capistrano

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

California Special Education Management Information System
Service Descriptions

Special Education Local Plan Area: Capistrano

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

California Special Education Management Information System
Service Descriptions

Special Education Local Plan Area: Capistrano

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

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

California Special Education Management Information System
Service Descriptions

Special Education Local Plan Area: Capistrano

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

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

California Special Education Management Information System
Service Descriptions

Special Education Local Plan Area: Capistrano

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
900**	Other special education/related services: Any other specialized service required for a student with a disability to receive educational benefit.			X	
* <i>B&PC-Business and Professional Codes</i> <i>CCR-California Code of Regulations</i> <i>CFR-Code of Federal Regulations</i> <i>EC-Education Code</i> <i>GC-Government Code</i>					
** Use of CASEMIS Code 900 necessitates further explanation. Please list the other special education/related services to be provided as Code 900 on the form ASP-01b: Customized Service Descriptions.					

Local Educational Agency: Capistrano

List the site name and type of facility providing services to students enrolled in the LEA

Type of Facility

Site Name

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

58

Special Education Local Plan Area: Capistrano

Local Educational Agency: Capistrano

Pre-School Services (004)

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

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

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

Special Education Local Plan Area: Capistrano

Local Educational Agency: Capistrano

Pre-School Services (004)

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

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

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

Special Education Local Plan Area: Capistrano

Local Educational Agency: Capistrano Unified

ANNUAL SERVICE PLAN (001)

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

Please ensure that the following are included on this form:

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

Special Education Local Plan Area: Capistrano

Local Educational Agency: Capistrano Unified

ANNUAL SERVICE PLAN (001)

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

Please ensure that the following are included on this form:

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

Special Education Local Plan Area: Capistrano

Local Educational Agency: Capistrano Unified

ANNUAL SERVICE PLAN (001)

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

Please ensure that the following are included on this form:

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

Local Educational Agency: Capistrano Unified

ANNUAL SERVICE PLAN (001)

[illegible]

Please ensure that the following are included on this form:

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

Special Education Local Plan Area: Capistrano

Local Educational Agency: Capistrano Unified

ANNUAL SERVICE PLAN (001)

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

Please ensure that the following are included on this form:

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

Special Education Local Plan Area: Capistrano

Local Educational Agency: Capistrano Unified

ANNUAL SERVICE PLAN (001)

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

Please ensure that the following are included on this form:

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

**ANNUAL BUDGET PLAN
FISCAL YEAR 2014-15**

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

	Reference/Label	Instructions	Estimated Totals
A	Funds received in accordance with Chapter 7.2 (commencing with California <i>Education Code</i> [EC] Section 56836) (Special Education Program Funding)	SACS Resource Code 6500 (State), 3300-3499 (Federal) 6512-6535 (General Fund)	37,883,172
B	Administrative costs of the plan	SACS Goal Code 5001 Function 2100	3,514,178
C	Special Education services to pupils with: (1) severe disabilities , and (2) low-incidence disabilities	SACS Goal Code 5710	684,469
		SACS Goal Code 5730	7,160,797
		SACS Goal Code 5750	34,825,366
D	Special education services to pupils with non-severe disabilities	SACS Goal Code 5770	23,720,443
E	Supplemental aids and services to meet the individual needs of pupils placed in regular education classrooms and environments	Any SACS Goal Code with SACS Function Code 1130 ¹	5,489,186
F	Regionalized operations and services, and direct instructional support by program specialists in accordance with Article 6 (commencing with Section 56836.23) of Chapter 7.2. (SELPA Program Specialists Funding)	SACS Goal Code 5050	
		SACS Goal Code 5060	
G	The use of property taxes allocated to the special education local plan area pursuant to <i>EC</i> Section 2572.	Statement is included in Local Plan	

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

FOR CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY

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



Smarter Balanced Assessment Consortium (SBAC) Update



Background Information

- March 18 through June 6 (in 2-3 week windows)
- All third through eighth and eleventh graders were tested, except:
 - Students with severe cognitive disabilities
 - English learners who have been in US schools for less than 12 months
- Field Test – no scores
- Three-four hour test time on computer
- Most students took an English-Language Arts (ELA) and Mathematics exam, and a performance task

What Worked Well

- Staff
 - Teachers giving test were trained on new SBAC system
 - Teachers on Special Assignment and District Administrators provided support during beginning days of testing at each site
- Technology
 - Network supported multiple simultaneous connections, both within individual sites and district-wide
 - Ten mobile chrome book carts were rotated through schools
 - TIS staff were present during beginning days of testing at each site

Next Year

- All third through eighth and eleventh graders will take
 - Full ELA Smarter Balanced assessment
 - Full Mathematics Smarter Balanced assessment
 - Smarter Balanced Performance task
- All students with California Alternate Performance Assessment (CAPA) in IEP will take CAPA
- All fifth, eighth, and tenth graders will take Science California Standards Test (CST), California Modified Assessment (CMA) or CAPA
- Early Assessment Program (EAP) included as part of Smarter Balanced exams

Next Steps

- Technology procurement
- Refine training and procedures
- Determine testing windows
- Additional Support for Students with Special Needs and English Learners

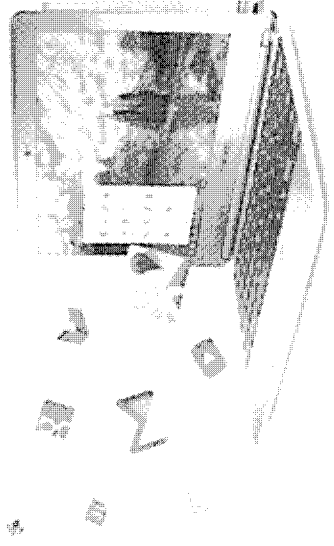
Chromebook Google Apps for Education (GAFE) Pilot Program

Dr. Susan Holliday, Executive Director, Technology & Information Services
Jeremy Davis, Director of Educational Technology

June 11, 2014

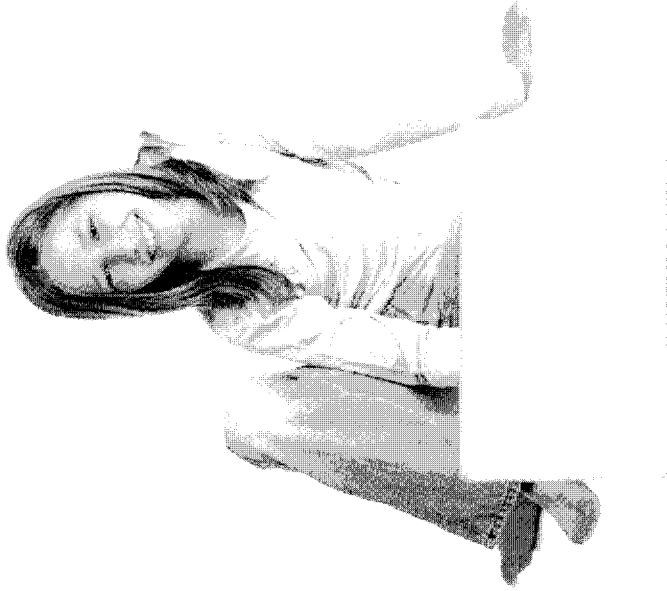
Pilot Purpose

- Explore solutions not currently in use
- Examine curriculum alignment
- Evaluate compatibility
- Evaluate sustainability
- Meet SBAC requirements



Program Overview

- Participation and Selection
 - Elementary:
 - Fifth grade
 - Hidden Hills, Concordia, and Vista Del Mar
 - 433 students and 13 teachers
 - Middle:
 - 6th grade English Language Arts
 - Newhart and Don Juan Avila
 - 2,863 students and 11 teachers
 - High:
 - Chemistry
 - Capistrano Valley High School
 - 632 students and 4 teachers



Program Overview

- 28 carts of 40 Chromebooks each
 - Samsung, Dell, and Acer models tested
 - Deployed to classrooms in February 2014
- Teachers Participated in Three Days of Training
 - Google Apps for Educators (GAPE)
 - Digital Literacy, Cyber Citizenship, Online Communication and Collaboration, and Classroom Management
- Parent Letters
 - Distributed by sites

Student Remarks

“We did a group project in Social Studies in which we had to collaborate when writing an essay.”

“My favorite activity was finding simulators for chemistry that related to what we were learning.”

“We made a board on a website about Rome. It was fun and we got to be creative. Because of that, I learned many things about Rome that I couldn't get before.”

“My favorite activity on the Chromebook was probably working on We videos and documents that we worked on in groups.”

Program Findings - Students

The majority of students shared that the access to the technology:

- Helped me learn
- More excited to learn
- Liked school more
- Interacted with new classmates
- Were more creative in their work
- Collaborated online
- Improved technology and keyboarding skills

Teacher Remarks

“One of the most amazing blessings that has come out of just these two days is that some of my lower and some of my quieter students are emerging as leaders.”

“All of this was 100% student centered and student led.”

“The engagement is virtually 100% and self paced.”

Program Findings - Teachers

The majority of teachers shared that the access to the technology:

- Increased student interaction with new people
- Increased student engagement
- They were more creative in their lessons
- They were able to allow more student choice
- They felt students were offered more opportunities to be prepared for college and/or career

Parent Remarks

“I think the Chromebooks are necessary in school especially since technology plays such an important role in the way kids learn in today's society.”

“I think the chrome book has given my daughter an advantage which will benefit her as she enters middle school. She is more confident with technology now.”

“This has been a terrific experience for all the students. The presentations I have seen are fantastic and could not have been accomplished with the one computer lab currently at our school.”

Program Findings - Parents

The majority of parents shared that the access to the technology:

- Helped my student learn
- Made my student more excited to learn
- Impacted the student work outcome
- Improved student attitude towards school
- Improved technology and keyboarding skills
- Student is more college and career ready
- Expressed that the program should be expanded

Chromebook Device Analysis

- Total Cost of Ownership
 - Device Cost
 - License
 - Breakage, Parts, and Repairs
 - Battery Life
 - Configuration & Management
 - Life Span
 - Security

Proposal for Program Expansion

- To support digital literacy and education
 - Creativity, collaboration, critical thinking, and communication
- To support SBAC 2014-2015
 - Middle and high school access must be increased
 - Approximately 8,000 additional devices proposed
 - Large elementary schools and those elementary schools with non-SBAC compatible labs
 - Approximately 3,000 additional devices proposed

Next Steps

- Request to Advertise Chromebook Bid
- Teacher Training
- Expand Google Apps for Education to all students in Grades 3 – 12
- Development of web resources for parents
- Conduct parent information nights
- Continue to evaluate other devices for compatibility and instructional purpose
- Monitor bandwidth and manage network traffic

QUESTIONS

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

June 11, 2014

RESOLUTION NO. 1314-52

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO
UNIFIED SCHOOL DISTRICT DECLARING ITS INTENTION TO
GRANT EASEMENTS AND RIGHTS OF WAY TO SAN DIEGO GAS &
ELECTRIC COMPANY AND COX COMMUNICATIONS CALIFORNIA,
LCC AND TAKING ACTIONS RELATED THERETO**

BACKGROUND INFORMATION

San Diego Gas & Electric Company (SDG&E) is a private corporation engaged in the public utility business and is seeking an easement of and right of entry onto certain portions of property owned by Capistrano Unified School District (District), known as Junipero Serra High School, located at 31422 Camino Capistrano, in the City of San Juan Capistrano (City), in order to erect, construct, reconstruct, replace, repair, maintain, and use guy poles and/or anchors together with connecting wires relating to an existing guy pole located on property belonging to the City, as further described in the proposed Anchorage Easement (SDG&E Easement).

Cox Communications California, LLC (Cox) is a private corporation engaged in the public utility business and is seeking an easement over and upon a portion of Junipero Serra High School, which will be utilized by Cox to construct, place, operate, repair, inspect, maintain, replace, and remove such aerial telecommunications facilities together with a right of ingress and egress and across certain portions of Junipero Serra High School, as described in the proposed Anchor Easement (Cox Easement).

Education Code §17556 *et seq.* permits a public school district to dedicate or convey real property belonging to the school district to any public or private corporation engaged in the public utility business and establishes procedures to accomplish such action.

The Board is presented with the proposed SDG&E Easement, whereby the District grants SDG&E an easement and right of way in, upon, over, under, and across property therein described. The Board of Trustees is also presented with the proposed Cox Easement, whereby the District grants Cox an easement and rights of ingress and egress and across certain District property as discussed therein.

CURRENT CONSIDERATIONS

At the time of this proposed Resolution No. 1314-52, the Board of Trustees will review and consider conveying easements and rights of way to SDG&E and Cox.

FINANCIAL IMPLICATIONS

Any costs, terms of reimbursement, claims, or other financial implication resulting from SDG&E's or its authorized agents' use in connection with the SDG&E Easement are governed by the SDG&E Easement.

EXHIBIT 10

Any costs, terms of reimbursement, claims, or other financial implication resulting from Cox's or its authorized agents' use in connection with the Cox Easement are governed by the Cox Easement.

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 adopt Resolution No. 1314-52, Resolution of The Board of Trustees of The Capistrano Unified School District Declaring Its Intention to Grant Easements and Rights of Way to San Diego Gas & Electric Company and Cox Communications California, LCC and Taking Actions Related Thereto.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1314-52

**RESOLUTION OF THE BOARD OF TRUSTEES OF
THE CAPISTRANO UNIFIED SCHOOL DISTRICT
DECLARING ITS INTENT TO GRANT EASEMENTS AND
RIGHTS OF WAY TO SAN DIEGO GAS & ELECTRIC COMPANY AND
COX COMMUNICATIONS CALIFORNIA, LLC
AND TAKING ACTIONS RELATED THERETO**

WHEREAS, Capistrano Unified School District (District) is a public school district, organized and existing pursuant to the constitutional provisions of the Education Code of the State of California, which owns certain property within the City of San Juan Capistrano (City), known as Junipero Serra High School, located at 31422 Camino Capistrano; and

WHEREAS, San Diego Gas & Electric Company (SDG&E) is a private corporation engaged in the public utility business; and

WHEREAS, Cox Communications California, LLC., a Delaware limited liability company (Cox) is a private corporation engaged in the public utility business; and

WHEREAS, Education Code §17556 *et seq.* establishes procedures for dedication or conveyance of real property belonging to a California public school district to any public or private corporation engaged in the public utility business; and

WHEREAS, in accordance with Education Code §17557, before ordering the conveyance of proposed property, the governing board of a school district must adopt, by not less than two-thirds vote of all of its members, a resolution declaring its intent to convey the property, describing the proposed dedication in such manner as to identify it, and specifying the purposes for which the conveyance will be made and the terms and conditions upon which the easements will be conveyed; and

WHEREAS, Education Code §17557 also requires that the resolution of intention shall fix a time, not less than ten days thereafter, for a public meeting of the governing board of the school district, to be held at its regular place of meeting, for a public hearing regarding the proposed conveyance of the easements; and

WHEREAS, Education Code §17558 requires giving notice of the adoption of a resolution declaring a governing board's intent to convey easements by posting copies of the resolution signed by all members of the governing board, or a majority thereof, in three public places within the boundaries of the school district at least ten days prior to the date of the public meeting and publishing the notice once, at least five days before the date of the public meeting, in a newspaper of general circulation in the school district; and

WHEREAS, as provided in Education Code §17559, unless a protest to the proposed conveyance of property signed by at least ten percent of the qualified electors of the school district is filed with the governing board of the school district, the governing board may adopt a resolution to convey the easements, at the meeting of the governing board at which the public hearing is held or at any other meeting of the governing board held within sixty days thereafter; and

WHEREAS, SDG&E requested that the District convey to SDG&E, by way of an Anchorage Easement (SDG&E Easement), a portion of the District property, which will be utilized by SDG&E to erect, construct, reconstruct, replace, repair, maintain, and use guy poles and/or anchors together with connecting wires relating to an existing guy pole located on property belonging to the City for purposes as described and depicted on Exhibit A attached to this Resolution and incorporated herein by reference; and

WHEREAS, the parties to the proposed SDG&E Easement have agreed on terms and conditions for the SDG&E Easement as set forth in Exhibit A to this Resolution, which shall provide for such grant without monetary consideration; and

WHEREAS, Cox requested that the District convey to Cox, by way of an Anchor Easement (Cox Easement), over and upon a portion of the District property, which will be utilized by Cox to construct, place, operate, repair, inspect, maintain, replace and remove such aerial telecommunications facilities together with a right of ingress and egress and across the District property as described and depicted on Exhibit B attached to this Resolution and incorporated herein by reference; and

WHEREAS, the parties to the proposed Cox Easement have agreed on terms and conditions for the Cox Easement as set forth in Exhibit B to this Resolution, which shall provide for such grant without monetary consideration.

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

Section 1. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. The Board has considered and approved this Resolution during open session of a regular meeting of the Board.

Section 3. The SDG&E Easement for public utility purposes will be in the best interests of the District, the present and future students of the District, and the public generally.

Section 4. The Cox Easement for public utility purposes will be in the best interests of the District, the present and future students of the District, and the public generally.

Section 5. The Board hereby declares its intention to convey the easement to SDG&E, substantially in the form attached as Exhibit A to this Resolution.

Section 6. The Board hereby declares its intention to convey the easement to Cox, substantially in the form attached as Exhibit B to this Resolution.

Section 7. A public hearing on the questions of conveying the easement to SDG&E and conveying the easement to Cox (Public Hearing) shall be held during the public meeting of the Board on June 25, 2014, beginning at 7:00 p.m. or as soon thereafter as the matter may be heard, in the Board Room located at 33122 Valle Road, San Juan Capistrano, California, 92675. At that time, public comments shall be received, and if no protests meeting the requirements of Education Code §17560 are received, the Board may consider the conveyance of the SDG&E Easement and the Cox Easement.

Section 8. The Superintendent of the District, or his designees, and staff members of the District are hereby authorized and directed, jointly and severally, to do any and all things necessary, and to execute and deliver any and all documents, which they may deem necessary or advisable to complete the proposed conveyance, or otherwise to effectuate the purposes of this Resolution.

Section 9. 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 11th day of June 2014, by a roll call vote.

Gary Pritchard, Ph.D.
Clerk of the Board of Trustees

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

EXHIBIT A

ANCHORAGE EASEMENT
(San Diego Gas & Electric)

Recording Requested by
San Diego Gas & Electric Company

When recorded, mail to:

San Diego Gas & Electric Company
8335 Century Park Court, Suite 100
San Diego, CA 92123-1569
Attn: Real Estate Records - CP11D

SPACE ABOVE FOR RECORDER'S USE

Project No.: 356793-010

Const. No.: --

A.P.N.: 124-190-23

Transfer Tax No-Consideration
SAN DIEGO GAS & ELECTRIC COMPANY

RW204652

ANCHORAGE EASEMENT

CAPISTRANO UNIFIED SCHOOL DISTRICT, (Grantor), grants to SAN DIEGO GAS & ELECTRIC COMPANY, a corporation (Grantee), an easement and right of way in, upon, over, under and across the lands hereinafter described, to erect, construct, reconstruct, replace, repair, maintain and use, guy poles and/or anchors together with connecting wires, as Grantee may now or hereafter deem convenient or necessary to support that certain pole line located upon or adjacent to said lands, together with the right of ingress and egress, to, from and along this easement in, upon, over and across the hereinafter described lands.

The property in which this easement and right of way is hereby granted is situated in the County of Orange, State of California, described as follows:

That portion of Parcel 1 of Parcel Map No. 80-853, as per Map recorded in Book 154, Pages 33 and 34 of Parcel Maps, in the Office of the County Recorder of said County of Orange, as described in a Deed recorded October 31, 1997 as Instrument No. 19970553246 of Official Records of said County of Orange.

The easement in the aforesaid property shall be those strips of land, including all of the area lying between the exterior sidelines, which sidelines shall be three (3) feet, measured at right angles, on each exterior side of each and every utility facility installed within said property on or before December 31, 2015.

Grantor grants to Grantee the right to erect and maintain on Grantor's property immediately adjacent to this easement protective barricades as may be necessary for Grantee's purposes.

Grantor shall not increase or decrease the ground surface elevations within this easement after installation of Grantee's facilities, without prior written consent of Grantee, which consent shall not unreasonably be withheld.

Grantor further grants to Grantee the right to assign any or all of the rights granted in this easement in whole or in part to other companies providing utility or communication facilities/services.

* Grantee shall indemnify, defend and hold Grantor harmless from and against all losses, damages, or expenses arising out of the construction, placement, installation, operation, repair, maintenance or removal of Grantee's facilities and all fixtures and equipment in connection therewith; provided that such indemnification obligation shall exclude any losses, damages, or expenses resulting from the negligent or intentional acts of Grantor, and provided further, that such indemnification obligation shall also exclude any losses, damages or expenses arising out of any City of San Juan Capistrano facilities surrounding or located adjacent to Grantee's facilities.

The legal description for this easement was prepared by San Diego Gas & Electric Company pursuant to Section 8730 of the Business and Professions Code, State of California.

This easement shall be binding upon and inure to the benefit of successors, heirs, executors, administrators, permittees, licensees, agents or assigns of Grantor and Grantee.

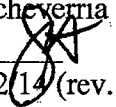
IN WITNESS WHEREOF, Grantor executed this instrument this ____ day of _____, 2014.

CAPISTRANO UNIFIED SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

Drawn C. Echeverria
Checked 
Date 04/02/14 (rev. 04/17/14)(rev. 05/19/14)

STATE OF CALIFORNIA

COUNTY OF _____

On _____, before me _____,
(name, title of officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Signature of Notary Public)

(Notary Seal)

EXHIBIT B

ANCHOR EASEMENT
(Cox Communications)

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

COX COMMUNICATIONS CALIFORNIA, LLC.
29947 AVENIDA DE LAS BANDERAS
RANCHO SANTA MARGARITA, CA 92688
RIGHT OF WAY DEPARTMENT

DOCUMENT TRANSFER TAX NONE
COX COMMUNICATIONS CALIFORNIA, LLC.

ANCHOR EASEMENT

for Recorder's use only
A.P.N. 124-190-23

THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ("Grantor"), hereby grants to COX COMMUNICATIONS CALIFORNIA, LLC., A DELAWARE LIMITED LIABILITY COMPANY, ("Grantee") its successors and assigns, a perpetual Easement and right to construct, place, operate, repair, inspect, maintain, replace, and remove such aerial Telecommunication Facilities as Grantee may require from time to time, consisting of one or more lines of cables, anchors, wires and necessary fixtures and appurtenances, over, and upon the hereinafter described Easement, together with the right of ingress thereto and egress therefrom and across that certain real property, in the County of San Diego, State of California, described as follows:

That portion of Parcel 1 of Parcel Map 80-853, recorded in Book 154, pages 33 and 34 of Parcel Maps, in the County of Orange, State of California, as described as described in Deed recorded on October 31, 1997, as Document No. 19970553246, all filed in the County Recorder's Office of Orange County.

The said Easement and Right of Way in the aforesaid land shall be appurtenant to the land, being a strip of land 4.00' (four feet) in width, being 2.00' (two feet) measured at right angles on each side of the Telecommunication Facilities to be installed, the approximate location being shown and delineated as "Telecommunication Facilities" on the Exhibit 'A' attached hereto and made a part hereof.

Grantee shall be liable to Grantor for any losses, damages, expenses, or other liability which may occur to the above described property and/or actions or claims arising in connection with Grantee's exercise of this Easement, by reason of negligence or intentional conduct on the part of the employees and other authorized agents of the Grantee, while placing, maintaining, or removing its services. Grantee shall also be liable to the Grantor for any losses, damages, expenses or other claims which may occur on the above described property in connection with Grantee's Telecommunications Facilities under this Easement, by reason of negligence or intentional conduct of any third parties.

IN WITNESS WHEREOF this instrument is executed this _____ day of _____, 2014.

**THE CAPISTRANO UNIFIED
SCHOOL DISTRICT**

TITLE: _____

98

ALL PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

On _____, before me, _____, Notary Public,
Name, Title Officer, e.g. Jane Doe, Notary

personally appeared _____
Name(s) of Signer(s)

_____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal

Signature of Notary Public

(space above for Notary Seal)

CAPACITY CLAIMED BY SIGNER

__INDIVIDUAL(S)

__ATTORNEY IN FACT

__CORPORATE _____

__TRUSTEE(S)

__OFFICER(S) _____

__GUARDIAN/CONSERVATOR

__PARTNER(S)

__OTHER: _____

__LIMITED

__GENERAL

SIGNER IS REPRESENTING

Name of Person(s) or Entity(ies) _____

EXHIBIT 'A'

124
190



31422 CAMINO
CAPISTRANO

(23)

THE CAPISTRANO UNIFIED
SCHOOL DISTRICT

NEW PROPOSED JOINT UTILITY
POLE AND ANCHOR.

DON JUAN AVE.

EL CAMINO REAL

PARCEL MAP
154-35

TELECOMMUNICATIONS FACILITIES LEGEND

TRENCH LOCATION	-----
SERVICE DROP	—————→
PEDESTAL	□
FLUSH MOUNT	■
ANCHOR LOCATION	⊗
UTILITY POLE	⊗
OVERHEAD LINE	—————
PRIVATE STREET OR UTILITY EASEMENT	-----
PROPERTY LINE	-----

31422 CAMINO CAPISTRANO
SJC EASEMENT
SAN JUAN CAPISTRANO, CA. 92675

SCALE: No Scale

DESIGNED/DRAWN BY:

UNIT COUNT: 1

DATE: 4-2-14

MICHAEL KANE

SHEETS: 1 of 1



COX COMMUNICATIONS
29947 AVENIDA DE LAS BANDERAS
RANCHO SANTA MARGARITA, CA 92688

(949)546-2751

TB INFO 952-B7

CA GRID 490-569

FILE NO.: N/A

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1314-53

APPROVAL OF GLOBAL POSITIONING SYSTEM RFP PROCESS

WHEREAS, the Capistrano Unified School District (District) wishes to procure a Global Positioning System and related services to promote equipment/driver accountability and safety, and monitor student ridership; and

WHEREAS, school Global Positioning Systems are of a specialized and unique nature; and

WHEREAS, Global Positioning Systems are undergoing significant and constant changes to incorporate new technology to capture, transmit and record data; and

WHEREAS, the District's needs to monitor and report data are increasing and changing; and

WHEREAS, there has been a proliferation of services and products to reflect these changes; and

WHEREAS, pursuant to Public Contract Code §20118.2, school districts are allowed to acquire Global Positioning Systems and related services through a Request for Proposal (RFP) process that takes into account system capabilities and other factors in addition to cost.

NOW THEREFORE BE IT RESOLVED the Board of Trustees of the Capistrano Unified School District does hereby:

1. Find and determine the District's proposed procurement of a Global Positioning System and related services qualify under Public Contract Code §20118.2 and is hereby authorized by the Board.
2. Authorize and approve the following evaluation factors and the percentages assigned to each factor: (a) Price – 30 percent, (b) System Functionality – 20 percent, (c) Alert Messaging Functionality – 15 percent, (d) Purchase Incentives – 15 percent, (e) Implementation and Support Plan – 10 percent, and (f) Company References – 10 percent.
3. Order the award of the RFP and authorization for the District to enter into a contract with the selected provider shall be taken by separate Board action.

EXHIBIT 11

AYES: ()

NOES ()

ABSENT ()

ABSTAIN ()

I, Joseph M. Farley, Ed.D., Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting on the 11th day of June, 2014, by a roll call vote.

Gary Pritchard, Ph.D.
Clerk of the Board of Trustees

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

June 11, 2014

RESOLUTION 1314-54

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT APPROVING A PARKING AND ACCESS LICENSE AGREEMENT BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND MARBLEHEAD DEVELOPMENT PARTNERS, LLC, APPROVING A CONSTRUCTION LICENSE AGREEMENT, MAKING CERTAIN DETERMINATIONS AND TAKING RELATED ACTIONS

BACKGROUND INFORMATION

Capistrano Unified School District (District) owns certain property located in the City of San Clemente, California (City), known as Shorecliffs Middle School (District Property). Located on the District Property is a parking lot. Marblehead Development Partners, LLC (Developer) is the current owner of property located in the City (Developer Property), portions of which are adjacent to the District Property. Located on Developer Property are a parking lot and private access roads.

The District and members of the general public are currently accessing the parking lot area located on the District Property through the Developer Property. The proposed Parking and Access License Agreement grants to the District rights for the District and the public ingress and egress over proposed street areas of the Developer Property and allows the District and members of the general public to park on the parking lot of the Developer Property.

Additionally, the Developer will perform certain required Improvements, as defined in the Construction License Agreement, at no cost to the District. Some of those Improvements are located on the District Property. In order for the Developer to perform and complete the intended Improvements to their respective property and the District Property, the Developer must be granted access to and onto the District Property. The proposed Construction License Agreement will grant the Developer rights of egress and ingress access to and onto the District Property.

CURRENT CONSIDERATIONS

Members of the general public are currently accessing the parking lot located on the District Property and traversing Developer Property. The proposed Parking and Access License Agreement memorializes the terms and conditions relating to the District Property and Developer Property, without disrupting current access.

The proposed Construction License Agreement grants the Developer access rights to and onto the District Property to perform Improvements on the District Property.

EXHIBIT 12

FINANCIAL IMPLICATIONS

Any costs, terms of reimbursement, claims, or other financial implications resulting from the Parking and Access License Agreement and Construction License Agreement are governed by the terms set forth therein.

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 adopt Resolution No. 1314-54, Resolution of the Board of Trustees of the Capistrano Unified School District Approving a Parking and Access License Agreement Between Capistrano Unified School District and Marblehead Development Partners, LLC, Approving a Construction License Agreement, Making Certain Determinations and Taking Related Actions.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1314-54

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT APPROVING A PARKING AND ACCESS LICENSE AGREEMENT BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND MARBLEHEAD DEVELOPMENT PARTNERS, LLC, APPROVING A CONSTRUCTION LICENSE AGREEMENT, MAKING CERTAIN DETERMINATIONS AND TAKING RELATED ACTIONS

WHEREAS, the Board of Trustees (Board) of the Capistrano Unified School District (the District) owns certain real property located in San Clemente, California, known as Shorecliffs Middle School (District Property); and

WHEREAS, the District Property contains, among other things, a parking lot (District Parking Area); and

WHEREAS, Marblehead Development Partners, LLC, a Delaware limited liability company, (Developer) currently owns certain real property located in San Clemente, California (Developer Property), portions of which are adjacent to the District Property; and

WHEREAS, Developer Property contains, among other things, (i) that certain parking lot (Developer Parking Area), and (ii) those certain private street areas, (Developer Street Areas, and together with Parking Area, Developer Parking and Access Areas), more particularly described in the Parking and Access License Agreement Between Capistrano Unified School District and Marblehead Development Partners, LLC; and

WHEREAS, the District and members of the general public currently must access the District Parking Area through Developer Parking and Access Areas; and

WHEREAS, the Parking and Access License Agreement Between Capistrano Unified School District and Marblehead Development Partners, LLC grants the District and members of the public rights of ingress and egress over Developer Parking and Access Areas and allows the District and members of the general public to park on the Developer Parking Area; and

WHEREAS, the Developer, as the current owner of the Developer Property, will perform required Improvements, as defined in the Construction License Agreement, which are located on portions of both the Developer Property and the District Property; and

WHEREAS, in order for the Developer to perform such Improvements on the Developer Property and the District Property, the Developer is seeking a license from the District granting Developer access to and on the District Property; and

WHEREAS, the Construction License Agreement grants access to and onto the District Property, subject to terms and conditions contained therein; and

WHEREAS, pursuant to Education Code §35160, the Board desires to enter into a Parking and Access License Agreement Between Capistrano Unified School District and Marblehead Development Partners, LLC, in the form attached hereto as **Attachment “A”** and a Construction License Agreement, in the form attached hereto as **Attachment “B.”**

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of the Capistrano Unified School District does hereby resolve, determines, and order as follows:

Section 1. The above recitals are true and correct and are incorporated herein.

Section 2. The Board approves the Parking and Access License Agreement Between Capistrano Unified School District and Marblehead Development Partners, LLC and authorizes its execution by the Superintendent, Deputy Superintendent, Business and Support Services, Executive Director of Facilities, Maintenance & Operations, or other designated representatives in substantially the form attached hereto.

Section 3. The Board approves the Construction License Agreement and authorizes its execution by the Superintendent, Deputy Superintendent, Business and Support Services, Executive Director of Facilities, Maintenance & Operations, or other designated representatives in substantially the form attached hereto.

Section 4. The Superintendent, Deputy Superintendent, Business and Support Services; Executive Director of Facilities, Maintenance & Operations, and other appropriate officials of the District are hereby authorized and directed to take any actions and execute and deliver any and all documents as are necessary to memorialize the provisions and directives of this Resolution.

Section 5. This Resolution shall be effective upon adoption by the Board.

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 11th day of June, 2014, by a roll call vote.

Gary Pritchard, Ph.D.
Clerk of the Board of Trustees

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

ATTACHMENT "A"

**PARKING AND ACCESS LICENSE AGREEMENT
BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT AND
MARBLEHEAD DEVELOPMENT PARTNERS LLC**

PARKING AND ACCESS LICENSE AGREEMENT
BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND MARBLEHEAD
DEVELOPMENT PARTNERS LLC

THIS PARKING AND ACCESS LICENSE AGREEMENT BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND MARBLEHEAD DEVELOPMENT PARTNERS LLC ("**Agreement**") is entered as of _____, 2014, by and between Capistrano Unified School District, a California public school district, with a mailing address of 33122 Valle Road, San Juan Capistrano, CA 92675, Phone: (949) 234-9200, ("**District**") and Marblehead Development Partners LLC, a Delaware limited liability company, with a mailing address in care of Taylor Morrison Marblehead Holdings, LLC, 8105 Irvine Center Drive, Suite 1450, Irvine, CA 92618, Phone: (949) 341-1200 ("**Developer**").

R E C I T A L S

A. Developer currently owns that certain real property located in San Clemente, California more particularly described on **Exhibit "A"** attached hereto (the "**Developer Property**").

B. Developer is the assignee of and has assumed all obligations of SUNCAL MARBLEHEAD LLC, a Delaware limited liability company, under the agreement entitled Development Agreement for Marblehead Coastal Property by and between City of San Clemente and Mt. No. I, LLC dated October 2, 1998 ("**Development Agreement**") and the agreement entitled Implementation Agreement for Development Agreement for Marblehead Coastal Property dated January 1, 2007 ("**Implementation Agreement**") and together with the Development Agreement "**D/I Agreement**") related to Developer's Parking and Access Areas and District Parking Area as defined herein, which obligates Developer to improve Developer's Parking and Access Areas and District Parking Area according to certain plans, which include, but are not limited to, parking and a school bus drop-off lane, required by the California Coastal Commission, as further discussed in the Implementation Agreement. District hereby grants Developer a license to access the District Parking Area and Developer grants District a license to access the Developer's Parking and Access Areas as herein described.

C. Developer is also requested to provide District with access from District Parking Area to dedicated and accepted public streets of the City.

D. Pending the acceptance of the City of Developer's Parking and Access Areas, Developer shall provide District with interim access to District Parking Area from publicly dedicated streets of the City.

E. The Developer Property contains, among other things, (i) that certain parking lot area depicted on **Exhibit "B"** attached hereto (the "**Parking Area**"), and (ii) those certain private street areas depicted on **Exhibit "C"** attached hereto (the "**Street Areas**", and together with the Parking Area, "**Developer's Parking and Access Areas**").

F. District owns that certain real property located in San Clemente, California more particularly described on **Exhibit "D"** attached hereto (the "**District Parking Area**").

G. Developer agrees to grant herein rights of ingress and egress over the Street Areas and Developer's Parking and Access Areas to District for its use including members of the general public and to allow members of the general public to park on the Parking Area, subject to the terms and conditions of this Agreement and, to the extent applicable, assign Developer's interest in this Agreement to the City of San Clemente ("City") at a future date in connection with the dedication of Developer's Parking and Access Areas.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Grant of Access License. Subject to mutual execution of the "Construction License" (as defined below), Developer hereby grants to District, its agents, employees, students, invitees, guests, and members of the general public (collectively, the "**District Parties**"), a non-exclusive license over and across Developer's Parking and Access Areas for purposes of pedestrian and vehicular ingress, egress and access (the "**Access License**").

2. Grant of Parking License. Subject to mutual execution of the Construction License, Developer hereby grants to District and the other District Parties, a non-exclusive license for purposes of vehicle parking on the Parking Area (the "**Parking License**").

3. Traffic Control Plan. District shall, at its sole cost and expense, develop, obtain all required consents and approvals for, implement and maintain, a "**Traffic Control Plan**" with respect to pedestrian and vehicle traffic and flow on Developer's Parking and Access Areas, which shall include, at a minimum, furnishing and installing all required signage, striping, and physical barriers, as reasonably determined by District, as well as providing, at District's sole cost and expense, the necessary personnel, as reasonably determined by District, to implement the specified traffic control measures at all times that Developer's Parking and Access Areas are being used by the District Parties for events held by District outside regular school hours, which include, but not limited to, graduation, back to school nights and other special events hosted at the school. District shall provide the Traffic Control Plan to Developer for approval within thirty (30) calendar days from the date of this Agreement, and which approval shall be in Developer's sole and absolute discretion, which shall not be unreasonably withheld.

4. Traffic Control Plan Self-Help Right. If at any time, Developer reasonably believes that District is failing to properly obtain, implement and maintain the Traffic Control Plan, then Developer may elect, upon five (5) days advance written notice delivered to District, to the attention of the Deputy Superintendent of Business & Support Services and the Executive Director of Facilities, Maintenance & Operations, to so obtain and/or implement and maintain the Traffic Control Plan if District fails to cure such failure within such five (5) day period ("**Developer's Self-Help Right**"). If Developer exercises Developer's Self-Help Right in accordance with this Section 4, then Developer shall be entitled to receive from District an amount equal to One Hundred percent (100%) of the out-of-pocket costs and expenses incurred by Developer in developing, obtaining, implementing and maintaining the Traffic Control Plan (collectively, "**Developer's Self-Help Costs**"). Developer's Self-Help Costs shall be due and payable by District within ten (10) business days of demand by Developer provided that such

demand is accompanied by invoices or other written documentation that reasonably evidences the fees and costs so expended by Developer.

4.1 Disputed Developer Self-Help Costs. District reserves the right to contest payment of Developer's Self-Help Costs. However, District must contest payment of Developer's Self-Help Costs in writing and delivered to Developer (to the attention of Tom Baine) within the ten (10) business days following receipt of the demand of the Developer. If District timely and properly contests payment of Developer's Self-Help Costs, the parties agree that said dispute shall be submitted to binding arbitration, as set forth below.

4.2 Arbitration of Disputes. The parties agree that any arbitration of disputes under this Agreement shall be conducted by Judicial Arbitration & Mediation Services, Inc. ("JAMS") in accordance with JAMS' Rules of Practice and Procedure ("JAMS Rules"). Judgment upon any award rendered may be entered in any court having jurisdiction thereof. Unless a different location is required by applicable law, such arbitration shall be conducted at the JAMS office in the County. The substantive law of the State of California shall be applied in such arbitration, and it is the intent of the parties that an arbitration hearing be held within thirty (30) days of the demand for arbitration. The arbitration and the parties' agreement therefor shall be deemed to be self-executing, and if any party fails to appear at any properly-noticed arbitration proceeding, an award may be entered against such party despite said failure to appear. Notwithstanding the foregoing, (i) if it is determined by any court of competent jurisdiction, by the JAMS arbitrator, or by the agreement of the District and Developer that arbitration shall be held at a location outside of the County and (ii) JAMS notifies the parties that it is unable to provide an arbitrator in the location where the arbitration is to be held, then the matter shall be arbitrated pursuant to the Commercial Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA") through the AAA office closest to the location where the arbitration shall be held. Unless specifically identified herein, JAMS and AAA shall be collectively referred to as the "Arbitration Service" and the JAMS Rules and AAA Rules shall be collectively referred to as the "Arbitration Rules."

4.3 Arbitration Rules. Notwithstanding anything herein, the Arbitration Rules as applied between the parties shall be modified by this Agreement as follows:

(a) Within seven (7) calendar days after its receipt of any demand for arbitration, the Arbitration Service will deliver to the parties a list of three (3) prospective arbitrators. Within seven (7) calendar days after said list is delivered to the parties, District and Developer may each then strike one name and shall immediately so inform the Arbitration Service in writing. The remaining person on the list will serve as the designated arbitrator. If more than one name remains, then the Arbitration Service will designate an arbitrator from the remaining names on the list. If, for any reason, the designated arbitrator should fail or be unable to perform his or her duties of office, then the Arbitration Service shall declare the office vacant and immediately fill it. Said vacancy shall first be filled by the Arbitration Service designating one of the names, if any, remaining on the original list. If there are no names remaining, then said vacancy shall be filled in accordance with the terms and time limits set forth above in this Section 4.3(a) for the original designation of an arbitrator.

(b) If any party requests a prehearing conference, said request shall be made no later than seven (7) calendar days after the designation by the Arbitration Service of the chosen arbitrator. Any prehearing conference ordered by the arbitrator shall be scheduled so as not to delay the final outcome and may be ordered in the arbitrator's discretion to be held by telephone.

(c) No settlement or mediation conference or conferences may be ordered unless all parties request same.

(d) All discovery shall be at the sole discretion of the arbitrator, for good cause shown, and conducted in a fashion which will not delay the final outcome. There shall be no discovery as a matter of right, except that the arbitrator shall order a mutual exchange of what it determines to be relevant documents at the request of any party.

(e) Concise prehearing briefs are encouraged. Unless otherwise ordered by the arbitrator, all parties are requested to submit said briefs at least five (5) business days prior to the arbitration hearing.

(f) Within seven (7) calendar days of appointment, the arbitrator shall obtain available hearing dates from all parties and will set a hearing date. The arbitrator shall endeavor to accommodate the schedules of all parties, but in no case will the hearing date be set more than thirty (30) calendar days after the original filing date of the demand for arbitration unless all parties consent, or unless a later scheduling is required by good cause and the rights of any party would be substantially prejudiced by refusal to set a later date. In the event a hearing is set more than thirty (30) calendar days after the original filing date of the demand for arbitration without the consent of all parties, but instead because such a setting is required by good cause and by the necessity to avoid substantial prejudice to a party, then the arbitrator shall nonetheless schedule the hearing for the earliest date which would not substantially prejudice the right of any party. At least ten (10) calendar days' notice of the hearing date shall be given to all parties by the arbitrator. The arbitrator shall endeavor to conduct hearings on consecutive days (weekends and holidays excepted) to conclusion without adjournments. Adjournments shall be ordered only upon the consent of all parties or for good cause shown in order to avoid substantial prejudice to any party.

(g) The fees and expenses of the arbitration will be borne equally by District and Developer. As soon as practicable after selection of the arbitrator, the arbitrator or his/her designated representative shall determine a reasonable estimate of anticipated fees and expenses of the arbitrator and the arbitration, and render a statement to each party setting forth that party's pro-rata share of said fees and expenses. Thereafter, each party shall, within five (5) days of receipt of said statement, deposit said sum with the arbitrator. Failure of any party to make such a deposit shall result in a forfeiture by the non-depositing party of the right to prosecute or defend the claim which is the subject of the arbitration, but shall not otherwise serve to abate, stay or suspend the arbitration proceedings.

(h) In addition to all other forms of service provided for under the Arbitration Rules, any party or counsel for a party which has a facsimile machine which is used

as a part of his or its normal business shall be deemed to have consented to service by facsimile transmission.

(i) The arbitrator shall make his or her award no later than seven (7) calendar days after the close of evidence or the submission of final briefs, whichever occurs later.

5. Termination of Agreement. Subject to Developer's right to temporarily suspend the Access License and the Parking License pursuant to Section 6 below, the Access License and the Parking License shall remain in effect until such time as Developer's Parking and Access Areas are offered, accepted and dedicated to the City, County of Orange, or other public agency. District shall join in any such dedication to the extent applicable.

6. Right to Temporarily Suspend Licenses. Developer may elect, upon no less than five (5) days notice to District (except in the case of emergency or as otherwise required by any governmental or quasi-governmental agency), to temporarily suspend the District Parties' right to use the Parking License and/or the Access License in order to accommodate Developer's development of the Developer Property, or any other property necessary for the development of the Developer Property (each, a "Suspension"). District acknowledges and agrees that during a Suspension, (a) pedestrian and vehicle access to Developer's Parking and Access Areas may be partially or completely blocked; (b) Developer may install and erect temporary fencing, barricades or other equipment demarcating the Suspension area from the remainder of Developer's Parking and Access Areas; and (c) District shall advise the District Parties to avoid using Developer's Parking and Access Areas. Notwithstanding the foregoing provisions of this Section 6 to the contrary, Developer shall use good faith, commercially reasonable efforts to (i) minimize the need to perform a Suspension; (ii) minimize the scope of any Suspension that does occur; (iii) minimize the length of any Suspension that does occur; and (iv) schedule construction activity during breaks in the school calendar (e.g., spring break, winter break and summer break). In the event of a Suspension, Developer will provide temporary alternate access for District to District's property only if it can be done at a reasonable cost and without any increased potential harm to District employees, agents, students, parents, etc.

7. Insurance. District hereby agrees to procure and maintain, at its sole cost and expense (a) a policy of commercial general liability policy with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and in the aggregate, including coverage for bodily injury (including death) and for damage to tangible property (including loss of use), which policy shall cover occurrences related to use of the Access License and the Parking License; and (b) commercial automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000). Developer shall be named as an additional insured under the commercial general liability and business automobile liability insurance, which insurance shall include a standard cross liability endorsement or severability of interest clause and shall be deemed primary insurance, with any other insurance available to Developer excess to, and not contributing with, District's insurance. Prior to the commencement of the Term and thereafter not later than fifteen (15) days prior to the expiration of any policies providing a required coverage, District shall deliver to Owner certificates evidencing the insurance required hereunder and Developer's additional insured status thereunder. Each certificate shall expressly provide that such policies shall not be cancelable or otherwise subject to modification except after thirty (30) days prior

written notice to District (except in the case of cancellation for nonpayment of premium, in which case cancellation shall not take effect until at least (10) days notice has been given to District) and District agrees to provide Owner with a copy of any such notice immediately upon receipt of such notice.

8. Indemnity. District agrees to indemnify, defend, and hold harmless Developer and the Developer Property from and against any and all claims, liabilities, losses, damages, and expenses (collectively, "**Claims**") for property damage or personal injury relating to or arising out of (a) the exercise of the Parking License and the Access Licenses by District and the other District Parties; and (b) the development, implementation, and maintenance of the Traffic Control Plan, including, without limitation, the acts of District's employees and agents implementing the Traffic Control Plan; provided, however, in no event shall District have any liability or obligation for Claims arising from the negligence or willful misconduct of Developer or any of Developer's agents or employees, or pre-existing conditions on the Developer Property. District's indemnity obligations in this Section shall survive the termination of this Agreement.

9. Construction License Agreement and Traffic Control Plan Contingency. The effectiveness of this Agreement is expressly contingent upon Developer and District entering into a mutually acceptable Construction License Agreement whereby District grants to Developer certain rights to access the District Parking Area and construct certain improvements thereon (the "**Construction License**") and the approval of the Traffic Control Plan as set forth in Section 3 above. In other words, the Parking License and the Access License shall not be effective until the mutual execution of the Construction License and approval of the Traffic Control Plan.

10. Miscellaneous.

(a) Amendment. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by the party to be bound.

(b) Binding Effect and Assignments. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns; nothing in this Agreement, expressed or implied, is intended to confer on any third parties (other than the parties or their respective successors and assigns) any rights, remedies, obligations or liabilities under or by reason of this Agreement. Each party may assign any and all of its rights and obligations with respect to this Agreement without the prior consent of the other party. From and after the date of such assignment, the assigning party shall automatically be released from each and every obligation, responsibility, or liability arising thereafter under this Agreement; provided, however, no assignment by District shall release District from its indemnity obligations provided for in Section 8 above.

(c) Estoppels. Each party, upon the written request of the other, shall issue to such requesting party, the requesting party's prospective mortgagee or any potential successor owner or assign of such requesting party, within ten (10) business days of receipt of any such request, an estoppel certificate stating (i) whether the responding party knows of any default under this Agreement by it or the requesting party, and if there are known defaults, specifying

the nature thereof; (ii) that this Agreement has not, to such responding party's knowledge, been modified or amended in any way, except as may be of record; and (iii) that to the responding party's knowledge, this Agreement is in full force and effect.

(d) Notices. All written notices required to be given pursuant to the terms hereof shall be sent by (i) personal delivery, (ii) a nationally recognized overnight courier service, or (iii) United States first class mail, registered or certified return receipt requested and postage prepaid, addressed to the applicable party at the address specified in the introductory paragraph above. The foregoing addresses may be changed by written notice. All notices shall be deemed received upon receipt or the date indicated on any return receipt or other receipt of delivery.

(e) Further Assurances. In a timely fashion, each party shall execute and deliver such further instruments, documents or assurances, and take such further action, as shall be reasonably required to carry out the purposes and intent of this Agreement.

(f) Severability. Any provision of this Agreement that is determined by a court of competent jurisdiction to be invalid or unenforceable will be invalid or unenforceable only to the extent of such determination, which will not invalidate or otherwise render ineffective any other provision of this Agreement.

(g) Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but when taken together shall constitute but one agreement.

(h) Entire Agreement. This Agreement contains the entire understanding of the parties and supersedes and replaces that certain Reciprocal License Agreement dated September 10, 2007, between District and SunCal Marblehead LLC, a Delaware limited liability company (predecessor to Developer) (the "**SunCal License Agreement**"), and that the SunCal License Agreement does not govern any rights or obligations between District and Developer. This Agreement is understood to not in any way limit or restrict Developer's rights and entitlements under terms and conditions granted by other agreements conferred by the City.

[signature page follows]

IN WITNESS WHEREOF, this Parking and Access License Agreement Between Capistrano Unified School District and Marblehead Development Partners LLC was executed by the parties hereto as of the date and year first above written.

DISTRICT:

CAPISTRANO UNIFIED SCHOOL DISTRICT, a California public school district

By: _____

Name: _____

Title: _____

DEVELOPER:

MARBLEHEAD DEVELOPMENT PARTNERS LLC, a Delaware limited liability company

By: Taylor Morrison Marblehead Holdings, LLC, a Delaware limited liability company, its Managing Member

Name: _____

Title: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF DEVELOPER PROPERTY

RBF Consulting
14725 Alton Parkway
Irvine, California 92618

September 20, 2013
PN 130296
Page 1 of 2

EXHIBIT "A"

LEGAL DESCRIPTION

**MARBLEHEAD COASTAL
SPORTS PARK-PUBLIC PARK
PARKING AND DRIVEWAY**

That certain parcel of land situated in the City of San Clemente, County of Orange, State of California, being that portion of Lot "MM" of Tract No. 8817 as shown on a map thereof filed in Book 880, Pages 1 through 31 of Miscellaneous Maps in the Office of the County Recorder of said Orange County, described as follows:

COMMENCING at the southeasterly terminus of that certain course in the general northwesterly boundary line of said Tract No. 8817 shown as "North 45°11'46" West 825.03 feet"; thence along said general northwesterly boundary line North 45°11'46" West 4.01 feet to an angle point in the general southwesterly line of said Lot "MM", being the beginning of a non-tangent curve concave northerly and having a radius of 202.00 feet, a radial line of said curve from said point bears South 30°17'59" West, and being the **TRUE POINT OF BEGINNING**; thence continuing along said general northwesterly line North 45°11'46" West 778.49 feet to the beginning of a non-tangent curve concave southerly and having a radius of 55.50 feet, a radial line of said curve from said point bears South 58°24'41" East; thence leaving said general northwesterly boundary line along said curve northeasterly, easterly, and southeasterly 121.95 feet through a central angle of 125°53'53"; thence radially from said curve North 67°29'12" East 1.94 feet; thence South 45°11'46" East 468.14 feet; thence South 44°48'14" West 12.25 feet to the beginning of a tangent curve concave easterly and having a radius of 5.00 feet; thence along said curve southwesterly, southerly, and southeasterly 7.85 feet through a central angle of 90°00'00"; thence tangent from said curve South 45°11'46" East 190.48 feet to the beginning of a tangent curve concave northeasterly and having a radius of 220.00 feet; thence along said curve southeasterly 55.04 feet through a central angle of 14°20'04" to an intersection with a non-tangent curve concave northeasterly and having a radius of 35.00 feet, a radial line of said curve from said intersection bears North 30°21'31" East; thence along said curve southeasterly 8.64 feet through a central angle of 14°08'31" to the general easterly line of said Lot "MM" of said tract; thence along said general easterly and southerly line of Lot "MM" through the following courses: radially from said curve South 16°19'29" West 18.00 feet to a point on a non-tangent curve concave easterly and having a radius of 174.00 feet, a radial line of said curve from said point bears North 16°19'29" East; thence along said curve easterly 28.02 feet through a central angle of 09°13'30"; thence radially from said curve South 07°05'59" West 26.00 feet; thence South 42°06'20" East 3.04 feet to a point on said non-tangent curve concave northerly and having a radius of 202.00 feet, a radial line of said curve from said point bears

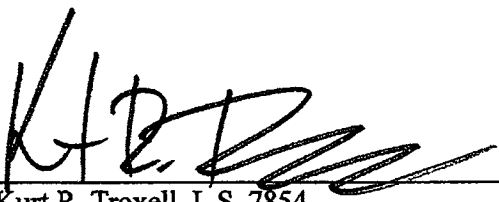
Exhibit "A"

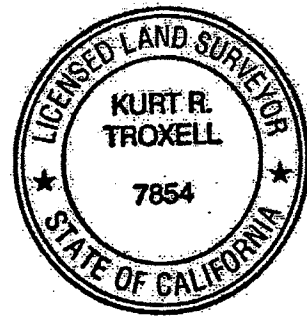
North 06°26'48" East; thence along said curve westerly 84.10 feet through a central angle of 23°51'11" to the **TRUE POINT OF BEGINNING**.

CONTAINING: 1.133 Acres, more or less.

SUBJECT TO all Covenants, Rights, Rights-of-Way and Easements of Record.

EXHIBIT "B" attached and by this reference made a part hereof.


Kurt R. Troxell, L.S. 7854 9/20/2013
Date



CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	125°53'53"	55.50'	121.95'
C2	90°00'00"	5.00'	7.85'
C3	14°20'04"	220.00'	55.04'
C4	14°08'31"	35.00'	8.64'
C5	09°13'30"	174.00'	28.02'
C6	23°51'11"	202.00'	84.10'

LINE TABLE		
NO.	BEARING	LENGTH
L1	N 67°29'12" E	1.94'
L2	S 44°48'14" W	12.25'
L3	S 16°19'29" W	18.00'
L4	N 16°19'29" E	8.00'
L5	N 16°19'29" E	26.00'
L6	S 07°05'59" W	26.00'
L7	S 42°06'20" E	3.04'
L8	N 45°11'46" W	4.01'

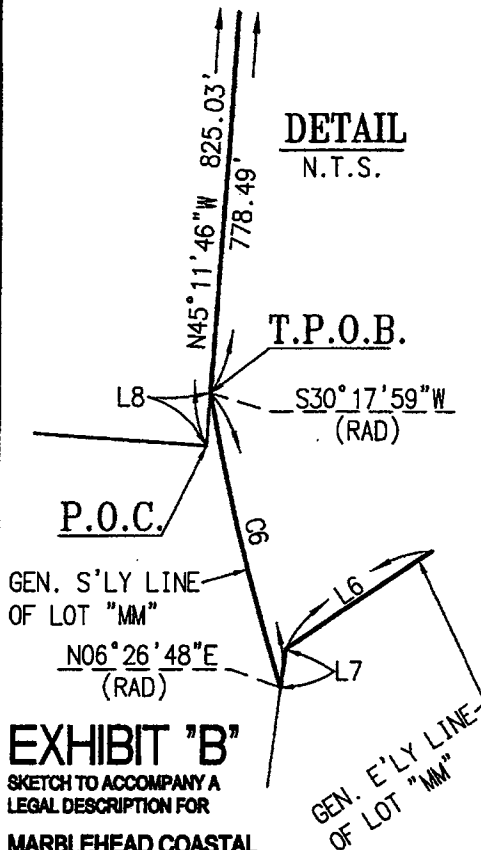
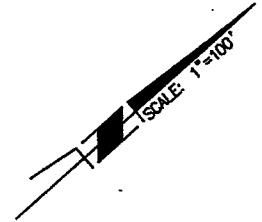
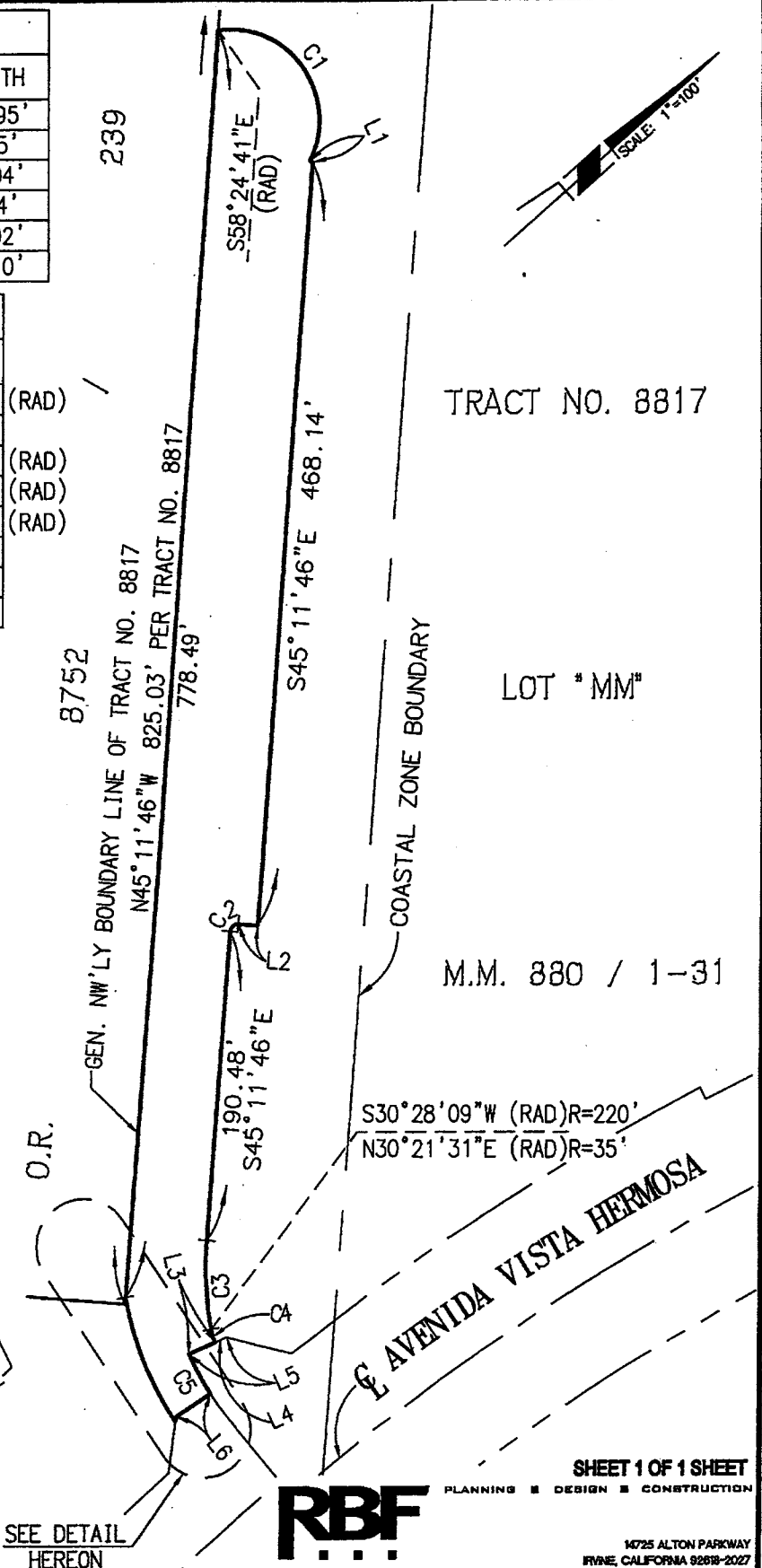


EXHIBIT "B"

SKETCH TO ACCOMPANY A
LEGAL DESCRIPTION FOR

**MARBLEHEAD COASTAL
SPORTS PARK-PUBLIC PARK
PARKING AND DRIVEWAY**

CONTAINING: 1.133 ACRES +/-



RBF
CONSULTING

SHEET 1 OF 1 SHEET
PLANNING ■ DESIGN ■ CONSTRUCTION

14725 ALTON PARKWAY
IRVINE, CALIFORNIA 92618-2027
949.472.3505 • FAX 949.472.8373 • www.RBF.com

SEPTEMBER 20, 2013

P.N. 130296 (10-030461)

PLG\EXHIBITS\130296_ESMT.DWG CATHY.SCHMERSAL 9/20/13 12:59 pm

TRACT NO. 8817.OUT
RBF CONSULTING

JOB ID : 130296/10030461 DATE 09/20/2013 AT 11:37:35
FILE NAME : H:\PDATA\130296\CADD\MAPPING\EXHIBITS\TRACT NO. 8817 - EASEMENTS.TRV

TRAVERSE OF : DRIVEWAY EASEMENT

-- TRAV # 001

BEARING	DISTANCE	STARTING	AT	NORTHING	EASTING	PT #
N 45-11-46.00 W	4.0100	TO	2107520.2380	6139901.6001	2000	
N 45-11-46.00 W	778.4900	TO	2107523.0637	6139898.7550		
S 58-24-41.00 E	55.5000	TO	2108071.6519	6139346.3985		
			2108042.5801	6139393.6751		

DELTA = 125-53-53.00 RADIUS = 55.5000 LENGTH = 121.9521
CHORD = 98.8569 TANGENT = 108.6857

N 67-29-12.00 E	55.5000	TO	2108063.8310	6139444.9455
N 67-29-12.00 E	1.9400	TO	2108064.5738	6139446.7376
S 45-11-46.00 E	468.1400	TO	2107734.6838	6139778.8937
S 44-48-14.00 W	12.2500	TO	2107725.9921	6139770.2613
S 45-11-46.00 E	5.0000	TO	2107722.4687	6139773.8089

DELTA = 90-00-00.00 RADIUS = 5.0000 LENGTH = 7.8540
CHORD = 7.0711 TANGENT = 5.0000

S 44-48-14.00 W	5.0000	TO	2107718.9211	6139770.2855
S 45-11-46.00 E	190.4800	TO	2107584.6932	6139905.4354
N 44-48-13.00 E	220.0000	TO	2107740.7890	6140060.4648

DELTA = 14-20-04.00 RADIUS = 220.0000 LENGTH = 55.0403
CHORD = 54.8969 TANGENT = 27.6646

S 30-28-09.00 W	220.0000	TO	2107551.1705	6139948.9084
N 30-27-52.00 E	35.0000	TO	2107581.3386	6139966.6535

DELTA = 14-08-31.00 RADIUS = 35.0000 LENGTH = 8.6388
CHORD = 8.6169 TANGENT = 4.3415

S 16-19-21.00 W	35.0000	TO	2107547.7492	6139956.8170
S 16-19-29.00 W	17.9900	TO	2107530.4845	6139951.7603
N 16-19-29.00 E	174.0000	TO	2107697.4695	6140000.6684

DELTA = 09-13-30.00 RADIUS = 174.0000 LENGTH = 28.0152
CHORD = 27.9849 TANGENT = 14.0379

S 07-05-59.00 W	174.0000	TO	2107524.8037	6139979.1626
S 07-05-59.00 W	26.0000	TO	2107499.0030	6139975.9491
S 42-06-20.00 E	3.0400	TO	2107496.7476	6139977.9874
N 06-26-48.00 E	202.0000	TO	2107697.4703	6140000.6676

DELTA = 23-51-11.00 RADIUS = 202.0000 LENGTH = 84.0955
CHORD = 83.4895 TANGENT = 42.6658

S 30-17-59.00 W	202.0000	TO	2107523.0639	6139898.7539
S 45-11-46.00 E	4.0100	TO	2107520.2382	6139901.5991

ERROR OF CLOSURE NORTH = -0.0002047 EAST = 0.0010848
BEARING S 79-18-41.00 E DISTANCE = 0.0011
AREA = 49359.9 SF 1.1331 ACRES
PERIMETER = 1811.9459 PRECISION = 1 : 1,641,364

♀

EXHIBIT "B"

DEPICTION OF PARKING AREA

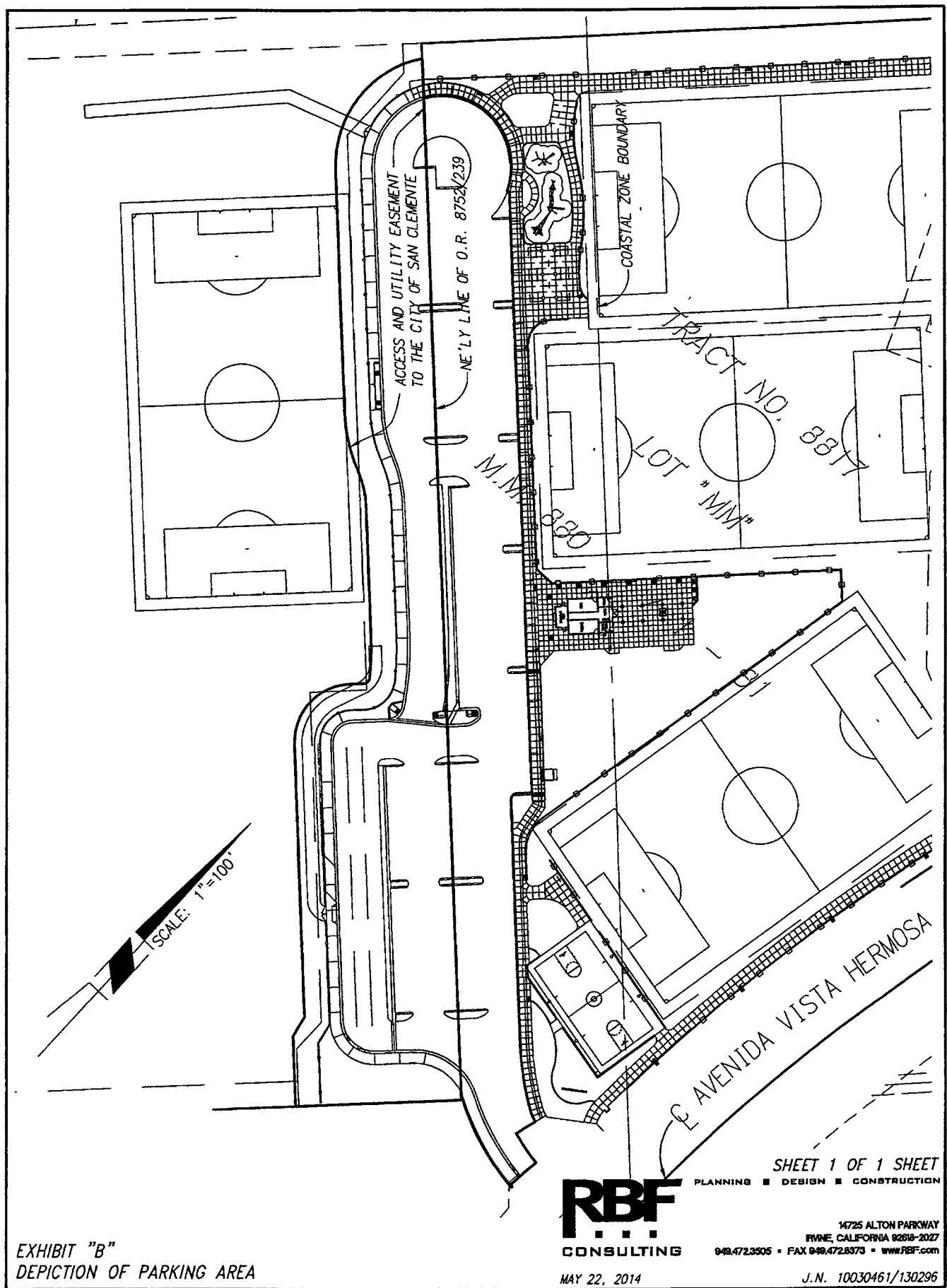


EXHIBIT "C"

DEPICTION OF STREET AREAS

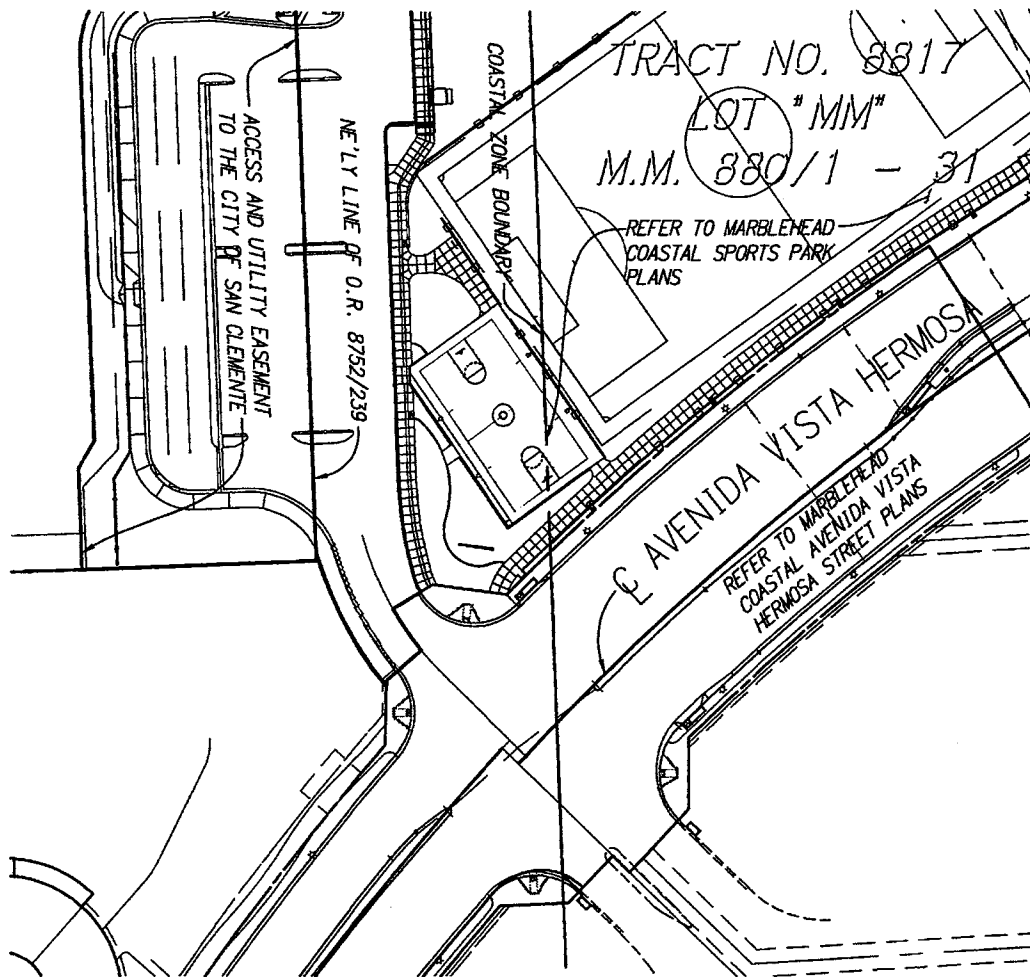


EXHIBIT "C"
DEPICTION OF STREET AREA

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SHEET 1 OF 1 SHEET
PLANNING ■ DESIGN ■ CONSTRUCTION

14725 ALTON PARKWAY
IRVINE, CALIFORNIA 92618-2027
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MAY 22, 2014

J.N. 10030461/130296

H:\PDATA\130296\CADD\LAND\EXHIBITS\130296_CUSD_EXHC.DWG ADRIANA.GRIFFITH 5/22/14 11:06 am

EXHIBIT "D"

LEGAL DESCRIPTION OF DISTRICT PARKING AREA

1 **EXHIBIT "A"**

2
3 **LEGAL DESCRIPTION**

4
5 **TEMPORARY CONSTRUCTION EASEMENT**
6 **OVER SHORECLIFF MIDDLE SCHOOL**
7 **DISTRICT PROPERTY**
8
9

10 That certain parcel of land situated in the City of San Clemente, County of Orange, State of
11 California, being that portion of the 93.562 acre parcel of land as shown on a map filed in Book
12 12, Page 45 of Records of Survey in the Office of the County Recorder of said Orange County,
13 being a portion of the Rancho Boca de la Playa as shown on a map recorded in Book 4, Pages
14 118 and 119 of Patents, Records of Los Angeles County, California, described as follows:
15
16

17 **BEGINNING** at the easterly corner of that certain parcel of land described in the Superior Court
18 of the State of California for the County of Orange, Final Order of Condemnation, Case No.
19 154781 recorded October 14, 1968 in Book 8752, Page 239 of Official Records in said Office of
20 the County Recorder of Orange County; thence along the southeasterly line
21 South 44°48'35" West 132.15 feet; thence North 45°12'00" West 55.49 feet; thence
22 North 11°49'00" West 17.57 feet; thence North 45°12'00" West 213.00 feet to the beginning of a
23 tangent curve concave easterly and having a radius of 45.50 feet; thence along said curve
24 northwesterly and northerly 71.47 feet through a central angle of 90°00'00"; thence tangent from
25 said curve North 44°48'00" East 11.75 feet to the beginning of a tangent curve concave westerly
26 and having a radius of 4.50 feet; thence along said curve northeasterly and northerly 6.39 feet
27 through a central angle of 81°22'00" to an intersection with a non-tangent curve concave
28 southwesterly and having a radius of 219.50 feet, a radial line of said curve from said
29 intersection bears South 53°26'15" West; thence along said curve northwesterly 33.07 feet
30 through a central angle of 08°38'00"; thence tangent from said curve North 45°11'45" West
31 102.56 feet to the beginning of a tangent curve concave southwesterly and having a radius of
32 69.50 feet; thence along said curve northwesterly 26.16 feet through a central angle of 21°34'00"
33 to a point of reverse curvature with a curve concave northeasterly and having a radius of 130.50
34 feet, a radial line of said curve from said point bears North 23°14'15" East; thence along said
35 curve northwesterly 49.12 feet through a central angle of 21°34'00"; thence tangent from said
36 curve North 45°11'45" West 186.95 feet to the beginning of a tangent curve concave easterly and
37 having a radius of 85.50 feet; thence along said curve
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**Temporary Construction Easement
Over Shorecliff Middle School
District Property**

Exhibit "A"

northwesterly and northerly 121.07 feet through a central angle of 81°07'45" to the northeasterly line of said Final Order of Condemnation; thence non-tangent from said curve, along said northeasterly line South 45°11'46" East 812.95 feet to the **POINT OF BEGINNING**.

CONTAINING: 1.643 Acres, more or less.

SUBJECT TO all Covenants, Rights, Rights-of-Way and Easements of Record.

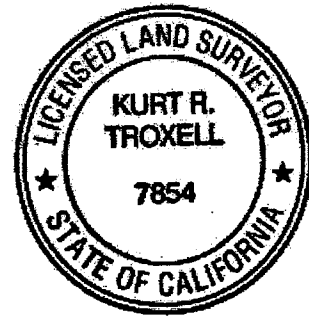
EXHIBIT "B" attached and by this reference made a part hereof.

Kurt R. Troxell

1/30/2014

Kurt R. Troxell, L.S. 7854

Date



RBF Consulting
14725 Alton Parkway
Irvine, California 92618
Project No. 130296/10030461
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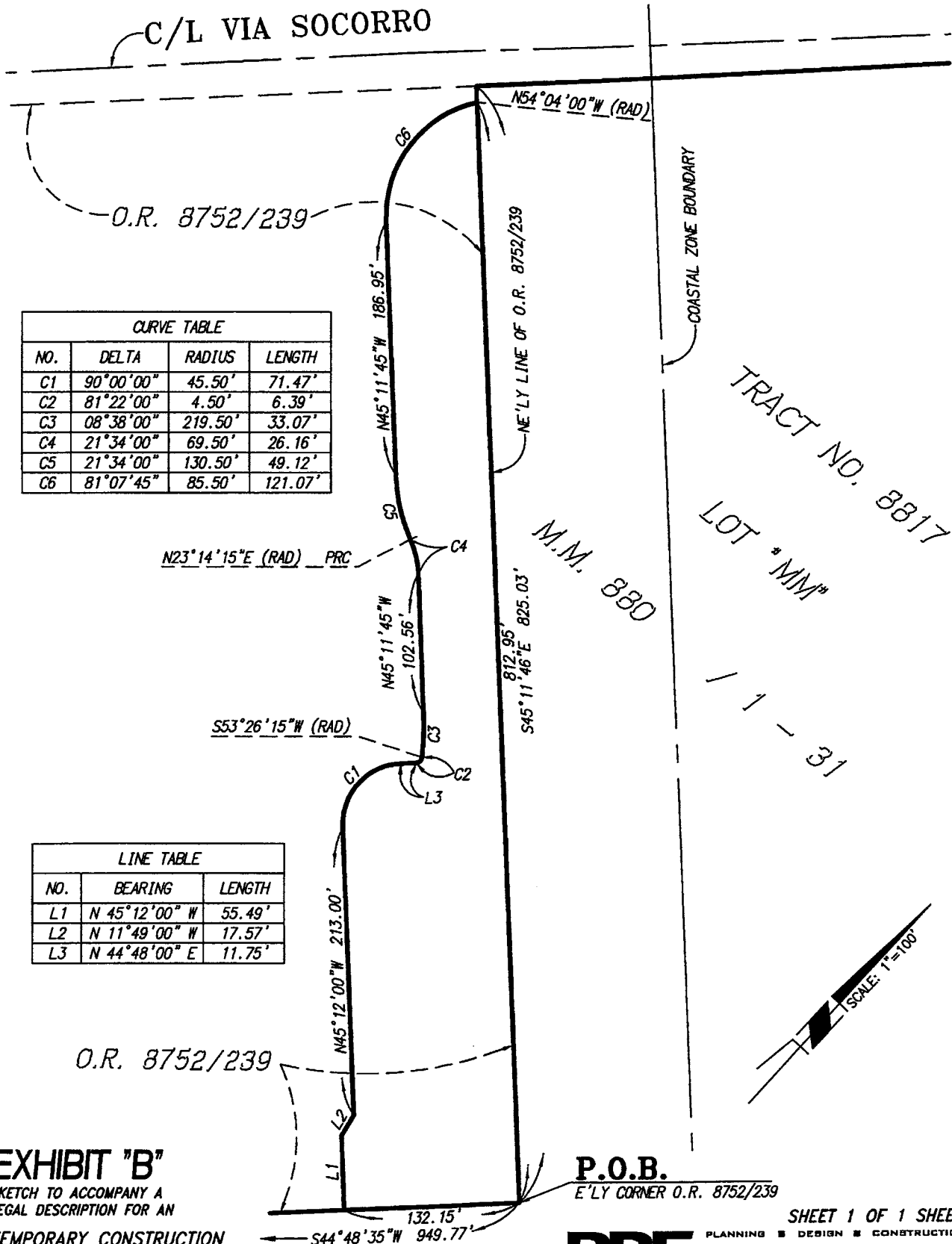
CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	90°00'00"	45.50'	71.47'
C2	81°22'00"	4.50'	6.39'
C3	08°38'00"	219.50'	33.07'
C4	21°34'00"	69.50'	26.16'
C5	21°34'00"	130.50'	49.12'
C6	81°07'45"	85.50'	121.07'

LINE TABLE		
NO.	BEARING	LENGTH
L1	N 45°12'00" W	55.49'
L2	N 11°49'00" W	17.57'
L3	N 44°48'00" E	11.75'

EXHIBIT "B"

SKETCH TO ACCOMPANY A
LEGAL DESCRIPTION FOR AN

TEMPORARY CONSTRUCTION
EASEMENT OVER
SHORECLIFF MIDDLE SCHOOL
DISTRICT PROPERTY
CONTAINING: 1.643 ACRES +/-



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PLANNING ■ DESIGN ■ CONSTRUCTION

14725 ALTON PARKWAY
IRVINE, CALIFORNIA 92618-2027
949.472.3505 • FAX 949.472.8373 • www.RBF.com

JANUARY 30, 2014

J.N. 10030461/130296

H:\DATA\130296\CADD\MAPPING\EXHIBITS\130296_TEMP CONSTRUCT ESM1.DWG CATHY.SCHMERSAL 1/30/14 2:33 pm

ATTACHMENT “B”

CONSTRUCTION LICENSE AGREEMENT

RECORDING REQUESTED BY

First American Title

AND WHEN RECORDED MAIL TO:

Marblehead Development Partners LLC
c/o Taylor Morrison Marblehead Holdings, LLC
Attn: Tom Baine
8105 Irvine Center Drive, Suite 1450
Irvine, CA 92618

(Space Above This Line for Recorder's Office Use Only)

CONSTRUCTION LICENSE AGREEMENT

THIS CONSTRUCTION LICENSE AGREEMENT ("**Agreement**") is entered into as of _____, 2014, by and between Capistrano Unified School District, a California public school district, with a mailing address of 33122 Valle Road, San Juan Capistrano, CA 92675, Phone: (949) 234-9200, ("**District**") and Marblehead Development Partners LLC, a Delaware limited liability company, with a mailing address in care of Taylor Morrison Marblehead Holdings, LLC, 8105 Irvine Center Drive, Suite 1450, Irvine, CA 92618, Phone: (949) 341-1200 ("**Developer**").

RECITALS

A. District owns that certain real property located in San Clemente, California more particularly described on **Exhibit "A"** attached hereto (the "**District Property**").

B. Developer owns that certain real property located in San Clemente, California more particularly described on **Exhibit "B"** attached hereto (the "**Developer Property**").

C. Developer wishes to access the District Property for purposes of completing certain parking lot, landscaping and other improvements on the District Property as described in **Exhibit "C"** attached hereto (the "**Improvements**"), which Improvements shall be subject to the approved plans, specifications and conditions listed on **Exhibit "D"** attached hereto (as the same may be further amended and approved from time to time, with the concurrence of both parties, the "**Project Plans**"), and District is willing to permit access to the District Property, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

1. Construction License. District hereby grants to Developer for use by Developer and its employees, officers, agents, consultants, and contractors (collectively, "**Agents**") a

personal, non-exclusive and non-possessory right and license (the “**License**”) to enter upon, through, under, across, over and in the District Property, for the purposes and subject to the terms, conditions and restrictions set forth below. This Agreement gives Developer a license only and notwithstanding anything to the contrary herein, this Agreement does not constitute a deed or grant by District of any ownership, leasehold, easement or other similar real property interest or estate whatsoever in the District Property, or any portion thereof.

2. Purposes. Developer and the Agents may enter and use the District Property, and exercise the License, to perform the Improvements, including, without limitation, all demolition, construction staging, storage, grading, construction, landscaping, paving, utility construction and installation, and sidewalk construction in connection therewith. Subject to delays caused by “Force Majeure” (as defined below), Developer shall use commercially reasonable efforts to cause the Improvements to be completed as soon as practicable, and will endeavor to cause completion by December 31, 2014, but in no event later than December 31, 2015. As used herein, “**Force Majeure**” means any circumstance beyond the reasonable control of a party, including without limitation, delays caused by acts of God or public enemy, serious weather delays caused by rain or snow, terror, war, riot, flood, earthquake, or other natural forces, strikes, labor unrest or inability to obtain materials, acts of anyone not a party to this Agreement, delays in obtaining governmental approvals and permits, including delays attributable to appeals, litigation, moratoria and the like.

3. Ability to Restrict Access. In connection with Developer’s exercise of the License, Developer may temporarily restrict pedestrian and vehicle access to those portions of the District Property on which Developer is performing the Improvements. In connection therewith, Developer may install and erect temporary fencing, barricades or other equipment demarcating the Improvement area from the remainder of the District Property. In the event that Developer restricts or interferes with District’s access to the District Property, Developer shall provide alternate temporary interim access if it can be done at a reasonable cost and without any increased potential harm to District employees, agents, students, parents, etc.

4. Termination. The License shall terminate upon the completion of (a) the Improvements and, to the extent applicable, their acceptance as complete by the City of San Clemente, or any other government agency, division or department in accordance with the permits obtained to perform such work; and (b) all work required to be performed in connection with the development of the Developer Property.

5. Cooperation. District (at no unreimbursed out-of-pocket cost or expense) agrees to reasonably cooperate with Developer’s performance of the Improvements, including, without limitation, by executing upon request all necessary documents, applications and permits, as Developer shall reasonably request in connection with its performance of the Improvements.

6. No Liens. Developer shall not allow to be enforced against the District Property any mechanics’ or materialmen’s or other liens or any claim for damage arising from such construction, installation and repair work on the District Property performed by Developer or the Agents. Developer shall pay or cause to be paid all of said liens, claims or demands before any action is brought to enforce the same against District or the District Property. If such mechanics’ lien or materialmen’s lien is recorded against any portion of the District Property, Developer (or

its successors, assigns or grantees) shall have the right to contest such lien(s) so long as Developer or its successors, assigns, or grantees, procures a bond in the amount of one and one-quarter (1-1/4) times the amount of such lien(s), as required under Section 8424 of the California Civil Code, as same may be amended from time to time, to release such lien(s).

7. Insurance. Developer hereby agrees to procure and maintain, at its sole cost and expense (a) a policy of commercial general liability policy with an annual coverage limit of not less than Two Million Dollars (\$2,000,000) combined single limit coverage for injury to or death of one or more persons in an occurrence, and for damage to tangible property (including loss of use) in an occurrence, which policy shall cover any activities on the District Property by Developer or the Agents; and (b) vehicle liability coverage with limits of not less than Five Hundred Thousand Dollars (\$500,000).

8. Indemnity. Developer agrees to indemnify, defend, and hold harmless District and the District Property from and against any and all claims, liabilities, losses, damages, and expenses (collectively, "**Claims**") for property damage or personal injury relating to or arising out of Developer's exercise of the License; provided, however, in no event shall Developer have any liability or obligation for Claims for property damage or personal injury arising from the negligence or willful misconduct of District or any of District's agents, employees, students, invitees, or guests, or pre-existing conditions on the District Property. Developer's indemnity obligations in this Section shall survive the termination of this Agreement.

9. Miscellaneous.

(a) Amendment. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by the party to be bound.

(b) Assignments. Each party may assign any and all of its rights and obligations with respect to this Agreement without the prior consent of the other party. From and after the date of such assignment, the assigning party shall automatically be released from each and every obligation, responsibility, or liability arising thereafter under this Agreement.

(c) Recording. Immediately after mutual execution, the parties shall cause this Agreement to be recorded against both Properties in the Official Records of Orange County, California.

(d) Binding Effect; Covenants Running with the Land. Until termination of this Agreement, it is the intent of Developer and District that each of the Licenses, covenants and restrictions set forth in this Agreement shall run with the land of the Developer Property and the District Property, and shall bind and inure to the benefit of Developer, District and their respective successors and assigns as owners of all or any portion of the Developer Property and the District Property, as set forth in Section 1468 of the California Civil Code, including, without limitation, any successor owner of any portion of the District Property. Upon termination of this Agreement, all licenses, access rights and obligations herein shall also terminate save and except those that specifically survive termination herein.

(e) Estoppels. Each party, upon the written request of the other, shall issue to such requesting party, the requesting party's prospective mortgagee or any potential successor

owner or assign of such requesting party, within ten (10) business days of receipt of any such request, an estoppel certificate stating (i) whether the responding party knows of any default under this Agreement by it or the requesting party, and if there are known defaults, specifying the nature thereof; (ii) that this Agreement has not, to such responding party's knowledge, been modified or amended in any way, except as may be of record; and (iii) that to the responding party's knowledge, this Agreement is in full force and effect.

(f) Notices. All written notices required to be given pursuant to the terms hereof shall be sent by (i) personal delivery, (ii) a nationally recognized overnight courier service, or (iii) United States first class mail, registered or certified return receipt requested and postage prepaid, addressed to the applicable party at the address specified in the introductory paragraph above. The foregoing addresses may be changed by written notice. All notices shall be deemed received upon receipt or the date indicated on any return receipt or other receipt of delivery.

(g) Further Assurances. In a timely fashion, each party shall execute and deliver such further instruments, documents or assurances, and take such further action, as shall be reasonably required to carry out the purposes and intent of this Agreement.

(h) Severability. Any provision of this Agreement that is determined by a court of competent jurisdiction to be invalid or unenforceable will be invalid or unenforceable only to the extent of such determination, which will not invalidate or otherwise render ineffective any other provision of this Agreement.

(i) Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but when taken together shall constitute but one agreement.

(j) Entire Agreement. This Agreement contains the entire understanding of the parties and supersedes any and all other written or oral understandings between the Developer and District; provided, however, that the parties acknowledge and agree that this Agreement is a condition precedent to the effectiveness of that certain "Parking and Access License Agreement" between the parties. This Agreement is understood to not in any way limit or restrict Developer's rights and entitlements under terms and conditions granted by other agreements conferred by the City.

[signature page follows]

IN WITNESS WHEREOF, this Construction License Agreement was executed by the parties hereto as of the date and year first above written.

DISTRICT:

CAPISTRANO UNIFIED SCHOOL
DISTRICT, a California public school
district

By: _____

Name: _____

Title: _____

DEVELOPER:

MARBLEHEAD DEVELOPMENT PARTNERS
LLC, a Delaware limited liability company

By: Taylor Morrison Marblehead Holdings,
LLC, a Delaware limited liability company,
its Managing Member

Name: _____

Title: _____

State of California)

County of _____)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)Notary Public

[SEAL]

State of California)

County of _____)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)Notary Public

[SEAL]

EXHIBIT "A"

LEGAL DESCRIPTION OF DISTRICT PROPERTY

(see attached)

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EXHIBIT "A"

LEGAL DESCRIPTION

**TEMPORARY CONSTRUCTION EASEMENT
OVER SHORECLIFF MIDDLE SCHOOL
DISTRICT PROPERTY**

That certain parcel of land situated in the City of San Clemente, County of Orange, State of California, being that portion of the 93.562 acre parcel of land as shown on a map filed in Book 12, Page 45 of Records of Survey in the Office of the County Recorder of said Orange County, being a portion of the Rancho Boca de la Playa as shown on a map recorded in Book 4, Pages 118 and 119 of Patents, Records of Los Angeles County, California, described as follows:

BEGINNING at the easterly corner of that certain parcel of land described in the Superior Court of the State of California for the County of Orange, Final Order of Condemnation, Case No. 154781 recorded October 14, 1968 in Book 8752, Page 239 of Official Records in said Office of the County Recorder of Orange County; thence along the southeasterly line South 44°48'35" West 132.15 feet; thence North 45°12'00" West 55.49 feet; thence North 11°49'00" West 17.57 feet; thence North 45°12'00" West 213.00 feet to the beginning of a tangent curve concave easterly and having a radius of 45.50 feet; thence along said curve northwesterly and northerly 71.47 feet through a central angle of 90°00'00"; thence tangent from said curve North 44°48'00" East 11.75 feet to the beginning of a tangent curve concave westerly and having a radius of 4.50 feet; thence along said curve northeasterly and northerly 6.39 feet through a central angle of 81°22'00" to an intersection with a non-tangent curve concave southwesterly and having a radius of 219.50 feet, a radial line of said curve from said intersection bears South 53°26'15" West; thence along said curve northwesterly 33.07 feet through a central angle of 08°38'00"; thence tangent from said curve North 45°11'45" West 102.56 feet to the beginning of a tangent curve concave southwesterly and having a radius of 69.50 feet; thence along said curve northwesterly 26.16 feet through a central angle of 21°34'00" to a point of reverse curvature with a curve concave northeasterly and having a radius of 130.50 feet, a radial line of said curve from said point bears North 23°14'15" East; thence along said curve northwesterly 49.12 feet through a central angle of 21°34'00"; thence tangent from said curve North 45°11'45" West 186.95 feet to the beginning of a tangent curve concave easterly and having a radius of 85.50 feet; thence along said curve

**Temporary Construction Easement
Over Shorecliff Middle School
District Property**

Exhibit "A"

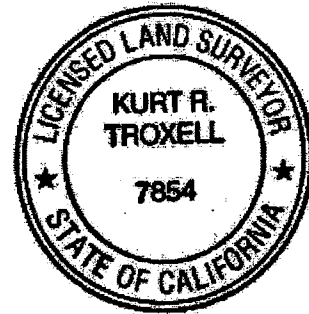
northwesterly and northerly 121.07 feet through a central angle of $81^{\circ}07'45''$ to the northeasterly line of said Final Order of Condemnation; thence non-tangent from said curve, along said northeasterly line South $45^{\circ}11'46''$ East 812.95 feet to the **POINT OF BEGINNING**.

CONTAINING: 1.643 Acres, more or less.

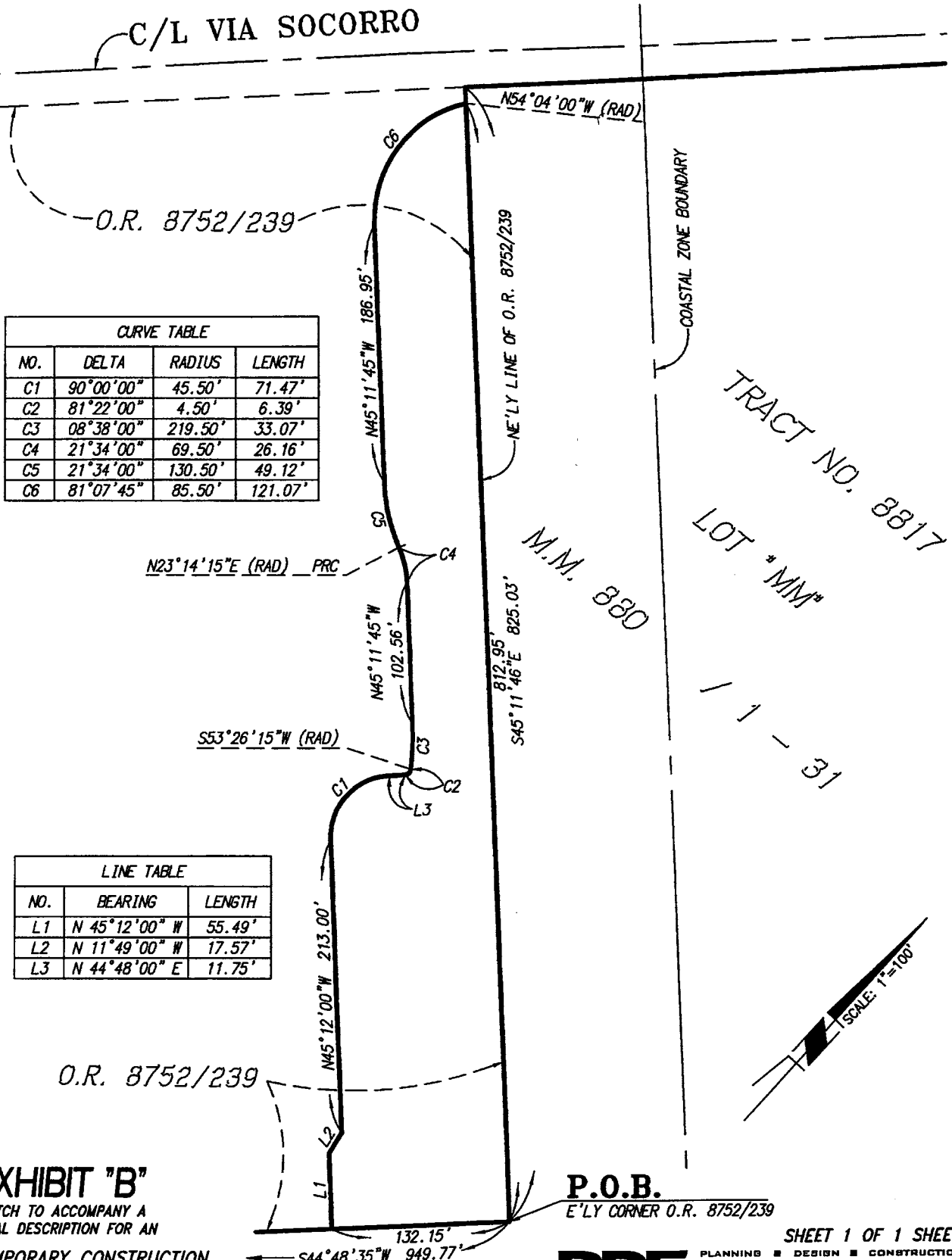
SUBJECT TO all Covenants, Rights, Rights-of-Way and Easements of Record.

EXHIBIT "B" attached and by this reference made a part hereof.

Kurt R. Troxell 1/30/2014
Kurt R. Troxell, L.S. 7854 Date



RBF Consulting
14725 Alton Parkway
Irvine, California 92618
Project No. 130296/10030461
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CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	90°00'00"	45.50'	71.47'
C2	81°22'00"	4.50'	6.39'
C3	08°38'00"	219.50'	33.07'
C4	21°34'00"	69.50'	26.16'
C5	21°34'00"	130.50'	49.12'
C6	81°07'45"	85.50'	121.07'

LINE TABLE		
NO.	BEARING	LENGTH
L1	N 45°12'00" W	55.49'
L2	N 11°49'00" W	17.57'
L3	N 44°48'00" E	11.75'

EXHIBIT "B"

SKETCH TO ACCOMPANY A
LEGAL DESCRIPTION FOR AN

TEMPORARY CONSTRUCTION
EASEMENT OVER
SHORECLIFF MIDDLE SCHOOL
DISTRICT PROPERTY
CONTAINING: 1.643 ACRES +/-

P.O.B.

E'LY CORNER O.R. 8752/239

RBF
CONSULTING

JANUARY 30, 2014

PLANNING ■ DESIGN ■ CONSTRUCTION

SHEET 1 OF 1 SHEET

14725 ALTON PARKWAY
FIVINE, CALIFORNIA 92618-2027
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J.N. 10030461/130296

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EXHIBIT "B"

LEGAL DESCRIPTION OF DEVELOPER PROPERTY

(see attached)

**RBF Consulting
14725 Alton Parkway
Irvine, California 92618**

**September 20, 2013
PN 130296
Page 1 of 2**

EXHIBIT " "

LEGAL DESCRIPTION

**MARBLEHEAD COASTAL
SPORTS PARK-PUBLIC PARK
PARKING AND DRIVEWAY**

That certain parcel of land situated in the City of San Clemente, County of Orange, State of California, being that portion of Lot "MM" of Tract No. 8817 as shown on a map thereof filed in Book 880, Pages 1 through 31 of Miscellaneous Maps in the Office of the County Recorder of said Orange County, described as follows:

COMMENCING at the southeasterly terminus of that certain course in the general northwesterly boundary line of said Tract No. 8817 shown as "North 45°11'46" West 825.03 feet"; thence along said general northwesterly boundary line North 45°11'46" West 4.01 feet to an angle point in the general southwesterly line of said Lot "MM", being the beginning of a non-tangent curve concave northerly and having a radius of 202.00 feet, a radial line of said curve from said point bears South 30°17'59" West, and being the **TRUE POINT OF BEGINNING**; thence continuing along said general northwesterly line North 45°11'46" West 778.49 feet to the beginning of a non-tangent curve concave southerly and having a radius of 55.50 feet, a radial line of said curve from said point bears South 58°24'41" East; thence leaving said general northwesterly boundary line along said curve northeasterly, easterly, and southeasterly 121.95 feet through a central angle of 125°53'53"; thence radially from said curve North 67°29'12" East 1.94 feet; thence South 45°11'46" East 468.14 feet; thence South 44°48'14" West 12.25 feet to the beginning of a tangent curve concave easterly and having a radius of 5.00 feet; thence along said curve southwesterly, southerly, and southeasterly 7.85 feet through a central angle of 90°00'00"; thence tangent from said curve South 45°11'46" East 190.48 feet to the beginning of a tangent curve concave northeasterly and having a radius of 220.00 feet; thence along said curve southeasterly 55.04 feet through a central angle of 14°20'04" to an intersection with a non-tangent curve concave northeasterly and having a radius of 35.00 feet, a radial line of said curve from said intersection bears North 30°21'31" East; thence along said curve southeasterly 8.64 feet through a central angle of 14°08'31" to the general easterly line of said Lot "MM" of said tract; thence along said general easterly and southerly line of Lot "MM" through the following courses: radially from said curve South 16°19'29" West 18.00 feet to a point on a non-tangent curve concave easterly and having a radius of 174.00 feet, a radial line of said curve from said point bears North 16°19'29" East; thence along said curve easterly 28.02 feet through a central angle of 09°13'30"; thence radially from said curve South 07°05'59" West 26.00 feet; thence South 42°06'20" East 3.04 feet to a point on said non-tangent curve concave northerly and having a radius of 202.00 feet, a radial line of said curve from said point bears

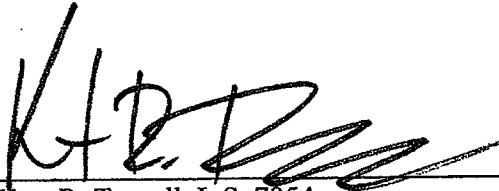
Exhibit " "

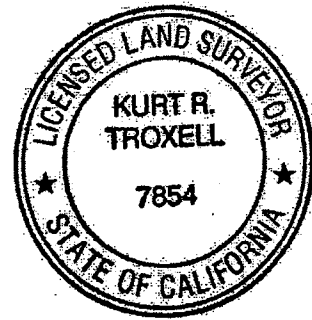
North 06°26'48" East; thence along said curve westerly 84.10 feet through a central angle of 23°51'11" to the **TRUE POINT OF BEGINNING**.

CONTAINING: 1.133 Acres, more or less.

SUBJECT TO all Covenants, Rights, Rights-of-Way and Easements of Record.

EXHIBIT "B" attached and by this reference made a part hereof.


Kurt R. Troxell, L.S. 7854 9/20/2013
Date



CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	125°53'53"	55.50'	121.95'
C2	90°00'00"	5.00'	7.85'
C3	14°20'04"	220.00'	55.04'
C4	14°08'31"	35.00'	8.64'
C5	09°13'30"	174.00'	28.02'
C6	23°51'11"	202.00'	84.10'

LINE TABLE		
NO.	BEARING	LENGTH
L1	N 67°29'12" E	1.94'
L2	S 44°48'14" W	12.25'
L3	S 16°19'29" W	18.00'
L4	N 16°19'29" E	8.00'
L5	N 16°19'29" E	26.00'
L6	S 07°05'59" W	26.00'
L7	S 42°06'20" E	3.04'
L8	N 45°11'46" W	4.01'

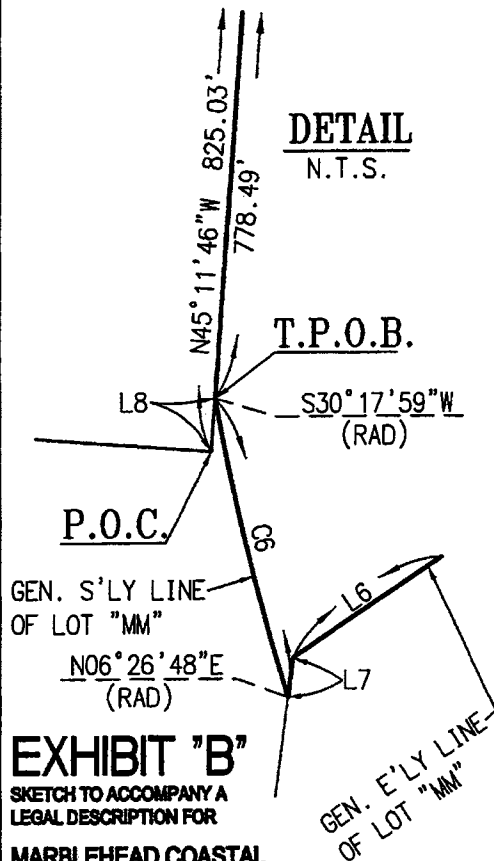


EXHIBIT "B"
SKETCH TO ACCOMPANY A
LEGAL DESCRIPTION FOR
**MARBLEHEAD COASTAL
SPORTS PARK-PUBLIC PARK
PARKING AND DRIVEWAY**

CONTAINING: 1.133 ACRES +/-

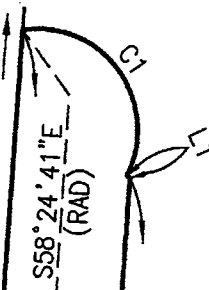
SEE DETAIL
HEREON

8752

GEN. NW'LY BOUNDARY LINE OF TRACT NO. 8817

N 45°11'46"W 825.03' PER TRACT NO. 8817

239



S 45°11'46"E 468.14'

COASTAL ZONE BOUNDARY

TRACT NO. 8817

LOT "MM"

M.M. 880 / 1-31

S 30°28'09"W (RAD) R=220'
N 30°21'31"E (RAD) R=35'

E AVENIDA VISTA HERMOSA

SHEET 1 OF 1 SHEET

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CONSULTING

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14725 ALTON PARKWAY
IRVINE, CALIFORNIA 92618-2027
949.472.3505 • FAX 949.472.8373 • www.RBF.com

SEPTEMBER 20, 2013

P.N. 130296 (10-030461)

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TRACT NO. 8817.OUT
RBF CONSULTING

JOB ID : 130296/10030461 DATE 09/20/2013 AT 11:37:35
FILE NAME : H:\PDATA\130296\CADD\MAPPING\EXHIBITS\TRACT NO. 8817 - EASEMENTS.TRV

TRAVERSE OF : DRIVEWAY EASEMENT

-- TRAV # 001

BEARING	DISTANCE	NORTHING	EASTING	PT #
	STARTING AT	2107520.2380	6139901.6001	2000
N 45-11-46.00 W	4.0100 TO	2107523.0637	6139898.7550	
N 45-11-46.00 W	778.4900 TO	2108071.6519	6139346.3985	
S 58-24-41.00 E	55.5000 TO	2108042.5801	6139393.6751	

DELTA = 125-53-53.00 RADIUS = 55.5000 LENGTH = 121.9521
CHORD = 98.8569 TANGENT = 108.6857

N 67-29-12.00 E	55.5000 TO	2108063.8310	6139444.9455
N 67-29-12.00 E	1.9400 TO	2108064.5738	6139446.7376
S 45-11-46.00 E	468.1400 TO	2107734.6838	6139778.8937
S 44-48-14.00 W	12.2500 TO	2107725.9921	6139770.2613
S 45-11-46.00 E	5.0000 TO	2107722.4687	6139773.8089

DELTA = 90-00-00.00 RADIUS = 5.0000 LENGTH = 7.8540
CHORD = 7.0711 TANGENT = 5.0000

S 44-48-14.00 W	5.0000 TO	2107718.9211	6139770.2855
S 45-11-46.00 E	190.4800 TO	2107584.6932	6139905.4354
N 44-48-13.00 E	220.0000 TO	2107740.7890	6140060.4648

DELTA = 14-20-04.00 RADIUS = 220.0000 LENGTH = 55.0403
CHORD = 54.8969 TANGENT = 27.6646

S 30-28-09.00 W	220.0000 TO	2107551.1705	6139948.9084
N 30-27-52.00 E	35.0000 TO	2107581.3386	6139966.6535

DELTA = 14-08-31.00 RADIUS = 35.0000 LENGTH = 8.6388
CHORD = 8.6169 TANGENT = 4.3415

S 16-19-21.00 W	35.0000 TO	2107547.7492	6139956.8170
S 16-19-29.00 W	17.9900 TO	2107530.4845	6139951.7603
N 16-19-29.00 E	174.0000 TO	2107697.4695	6140000.6684

DELTA = 09-13-30.00 RADIUS = 174.0000 LENGTH = 28.0152
CHORD = 27.9849 TANGENT = 14.0379

S 07-05-59.00 W	174.0000 TO	2107524.8037	6139979.1626
S 07-05-59.00 W	26.0000 TO	2107499.0030	6139975.9491
S 42-06-20.00 E	3.0400 TO	2107496.7476	6139977.9874
N 06-26-48.00 E	202.0000 TO	2107697.4703	6140000.6676

DELTA = 23-51-11.00 RADIUS = 202.0000 LENGTH = 84.0955
CHORD = 83.4895 TANGENT = 42.6658

S 30-17-59.00 W	202.0000 TO	2107523.0639	6139898.7539
S 45-11-46.00 E	4.0100 TO	2107520.2382	6139901.5991

ERROR OF CLOSURE NORTH = -0.0002047 EAST = 0.0010848
BEARING S 79-18-41.00 E DISTANCE = 0.0011
AREA = 49359.9 SF 1.1331 ACRES
PERIMETER = 1811.9459 PRECISION = 1 : 1,641,364

♀

EXHIBIT "C"

IMPROVEMENTS

1. Refurbish and complete the existing bio-swale per geotechnical recommendations, plans, and specifications and City of San Clemente requirements.
2. Remove, replace, and complete the existing landscaping and irrigation improvements per plans, specifications, and City of San Clemente requirements.
3. Remove, replace, and complete the existing flatwork concrete improvements per geotechnical recommendations, plans, specifications, and City of San Clemente requirements.
4. Remove, replace, and complete the existing storm drain improvements per geotechnical recommendations, plans, specifications, and City of San Clemente requirements.
5. Remove, replace, and complete the existing sewer, domestic water, and recycled water improvements per geotechnical recommendations, plans, specifications, and City of San Clemente requirements.
6. Complete the parking lot lighting per geotechnical recommendations, plans, specifications, and City of San Clemente requirements.
7. Remove, replace, and complete the existing asphalt paving improvements per geotechnical recommendations, plans, specifications, and City of San Clemente requirements including a slurry seal coating, signage, and striping.
8. Remove, replace, and complete the existing fencing per geotechnical recommendations, plans, specifications, and City of San Clemente requirements including all footings.
9. Remove, replace, and complete the existing block wall cap per plans, specifications, and City of San Clemente requirements.

EXHIBIT "D"

PROJECT PLANS

1. Playing Field Improvement Plans for Shorecliffs Middle School, TTM 8817 Marblehead Coastal San Clemente, CA prepared by RBF Consulting dated March 2006 and as amended from time to time.
2. Construction plans for City of San Clemente 16" domestic water pipeline, 16" recycled water pipeline, 12" sewer main, 8" water quality line, 308 zone pressure reducing station, and 295 zone pressure reducing station; Avenida Vista Hermosa from I-5 to Avenida Pico; Avenida Pico from Vista Hermosa to Calle De Los Molinos, for TM 8817 Marblehead Coastal San Clemente, CA prepared by RBF Consulting, dated September 2005 and as amended from time to time.
3. Plan and Profile for Improvements of Urban Runoff Bioswales, Constructed Wetlands, CDS Units & Storage Vaults, Tract 8817 Marblehead Coastal San Clemente, CA prepared by RBF Consulting, dated May 2006 and as amended from time to time.
4. Proposal Bidding Exhibit Shorecliffs Middle School / Sports Park Parking Lot, Tract 8817 Marblehead Coastal San Clemente, CA prepared by RBF Consulting, dated August 2013 and as amended from time to time.
5. Modified Tubular Fence Details Shorecliffs Middle School / Sports Park Parking Lot, Tract 8817 Marblehead Coastal San Clemente, CA prepared by RBF Consulting dated September 2013 and as amended from time to time.
6. Tree Removal & Replacement Exhibit Shorecliffs Middle School / Sports Park Parking Lot, Tract 8817 Marblehead Coastal San Clemente, CA prepared by RBF Consulting, dated August 2013 and as amended from time to time.
7. Proposal Bidding Exhibit Shorecliffs Middle School / Striping Plan, Tract 8817 Marblehead Coastal San Clemente, CA prepared by RBF Consulting dated August 2013 and as amended from time to time.

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – SPECIAL MEETING
MAY 18, 2014
EDUCATION CENTER – BOARD ROOM

President Alpay called the meeting to order at 2:08 p.m.

The Pledge of Allegiance was led by Linda Verraster.

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

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

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

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

DISCUSSION/ACTION

President Alpay introduced Dr. Ken Beckler and Mr. Rich Thome of Leadership Associates who provided information on the firm's recruitment process, system for matching the best candidate for the District, and details regarding five workshops for Trustees and the new superintendent between July 1, 2014, and June 30, 2015. **Superintendent Search Firm Selection Agenda Item 1**

Following discussion, it was moved by Trustee Bryson, seconded by Trustee Hatton-Hodson, and motion carried by a 7-0 vote to approve the agreements for consultant services with Leadership Associates for expanded superintendent recruitment and selection services.

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

The Board recessed to closed session at 2:30 p.m. to discuss Public Employee Appointment/Employment.

The regular meeting of the Board reconvened to open session and was called to order by President Alpay at 3:24 p.m.

President Alpay reported the following action taken during closed session:

Agenda Item 2 A – Public Employee Appointment/Employment:

President's Report From Closed Session Meeting

The Board gave direction to the superintendent's search firm consultants.

It was moved by Trustee Bryson, seconded by Trustee Addonizio, and motion carried by a 7-0 vote to adjourn the meeting. **Adjournment**

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

NOES: None

Trustee Alpay announced the meeting adjourned at 3:25 p.m.

Board Clerk

Secretary, Board of Trustees

Minutes submitted by Jane Boos, Manager, Board Office Operations

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – REGULAR MEETING
MAY 28, 2014
EDUCATION CENTER – BOARD ROOM

President Alpay called the meeting to order at 6:00 p.m. The Board recessed to closed session to discuss: Student Expulsions; Public Employee Appointment/Employment; Public Employee Discipline/Dismissal/Release; and Public Employee Appointment/Employment (Superintendent).

Closed session recessed at 6:49 p.m.

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

The Pledge of Allegiance was led by Trustee Hatton-Hodson.

Present: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton-Hodson, Pritchard, Reardon, and Student Advisor Leilah Rodriguez

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

Permanent Record

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

Adoption of the Board Agenda

ROLL CALL: AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton-Hodson, Pritchard, Reardon, and Student Advisor Leilah Rodriguez
NOES: None
ABSENT: None
ABSTAIN: None

President Alpay reported the following action taken during closed session:

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

Agenda Item #3 A1–A6 – Student Expulsions:

The Board voted 7-0 to expel the following students by stipulated agreements: Case #2014-038, #2014-043, #2014-046, #2014-047, #2014-048, and #2014-049.

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

Agenda Item #3 B1–B3 – Public Employee Appointment/Employment:

The Board voted by a 7-0 vote to approve the appointment of Tim Brooks, Director, Personnel Services.

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

The Board voted by a 7-0 vote to approve the appointment of Michael Hatcher and Nick Stever, High School Assistant Principals.

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

The Board voted by a 7-0 vote to approve the appointment of Orla Murphy and Regi Vettraino, Middle School Assistant Principals.

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

Agenda Item #3 C1 – Public Employee Discipline/Dismissal/Release:

By a roll call vote, the Board voted 7-0 to approve Resolution 1314-51 authorizing the issuance of final release and reassignment notices to Employee #11607, #11864, #30777, #14404, and #30774.

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

Agenda Item #3 C2 – Public Employee Discipline/Dismissal/Release:

The Board voted 7-0 to suspend Employee #20594 without pay for 15 days.

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

Agenda Item #3 D – Public Employee Appointment/Employment:

No action was taken.

Nathan Banda presented the Board with a check for \$1,400 on behalf of the Capistrano Unified School District Native American Education Program Parent Committee to assist with tutoring and student outreach services for the Native American Education Program.

**Special
Recognitions**

Trustee Hanacek stated she attended Cox Communication's 2014 Cox Cares Scholars luncheon on May 23 where seven seniors received scholarships.

**Board and
Superintendent
Comments**

Trustee Bryson shared she met the new president of the South Orange County School of Arts (SOCSA) Denise Erkeneff and encouraged everyone to support and attend SOCSA events.

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

**Oral
Communications**

The following speakers addressed the Board:

- *Barbara Haun, Tonya Whiteside, Ronda Walen, Lori Kosky, and Susan Getty spoke of the valuable impact of classified employees on the District and student success and asked the Board to restore salary, hours, and staff.*
- *Dorcas Scinizo requested the Board reinstate five work days for preschool teachers.*
- *Michelle Brislen provided information on Shallow Water Blackout (SWB) prevention, requested Trustees post signage at District pools, and offered to educate coaches on the danger of SWB.*

DISCUSSION/ACTION

Deputy Superintendent Clark Hampton provided a PowerPoint presentation on the overall impact of the Governor's May Revision on the 2014-2015 District budget. Following the presentation, Trustees asked staff questions and requested additional information. *(The PowerPoint is posted on the District website: www.capousd.org)*

**Financial Report
Agenda Item 1**

Trustee Alpay stated after reviewing the list of proposed names he would like to continue this item to a future meeting and allow Rancho Mission Viejo staff time to provide Trustees with more information on the history and context of the land.

**Naming of New
K-8 School
Agenda Item 2**

Following discussion, it was moved by Trustee Bryson, seconded by Trustee Addonizio, and the motion carried by a 7-0 vote to approve continuing this item to a future Board meeting.

AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton-Hodson, Pritchard, Reardon, and Student Advisor Leila Rodriguez
NOES: None

Assistant Superintendents Julie Hatchel and Michelle Le Patner provided a PowerPoint presentation on the District's draft Local Control Accountability Plan (LCAP), which included the revisions Trustees directed to staff at the May 14, 2014, Board meeting, input from CSEA members, and positive feedback and direction from the Orange County Department of Education. The proposed LCAP will be brought back to the June 11, 2014, Board meeting for a public hearing. *(The PowerPoint is posted on the District website: www.capousd.org)*

**LCAP Update
Agenda Item 3**

Assistant Superintendent Jodee Brentlinger stated the temporary release of employees is the annual process the District must utilize to ensure permanent teachers funded through categorical resources and permanent teachers on leaves of absence have a position for the succeeding school year. As permanent teachers temporarily vacate their positions, temporary teachers will be rehired.

**Non-Reelection of
Temporary
Certificated
Employees
Agenda Item 4**

It was moved by Trustee Pritchard, seconded by Trustee Hatton-Hodson, and motion carried by a 7-0 vote to adopt Resolution No. 1314-50, Non-Reelection of Temporary Certificated Employees and authorize the District to issue notices.

ROLL CALL: AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton-Hodson, Pritchard, Reardon, and Student Advisor Leilah Rodriguez
NOES: None
ABSENT: None
ABSTAIN: None

Deputy Superintendent Clark Hampton and Assistant Superintendent Michelle Le Patner provided the Board with a PowerPoint overview of the five factors in enrollment which are: School Boundary Enrollment, Lower Class Size, School Site Capacity, School of Choice, and Specialized Programs. Examples were provided on the impact of these five factors due to increased enrollment at San Clemente High School, San Juan Hills High School, and Ladera Ranch Middle School. *(The PowerPoint is posted on the District website: www.capousd.org)*

**Districtwide
Enrollment and
Facility Report
Agenda Item 5**

The following speaker addressed the Board:

- *Marilyn Jager voiced her concern regarding the School-of-Choice application process, Board Policy 5119, and why data Ladera Ranch parents received after the April 23, 2014, Board meeting is different than data presented at this meeting.*

Following the presentation and speaker comments, Trustees asked questions, shared concerns, and gave direction to staff.

Deputy Superintendent Clark Hampton reported on the progress made toward closing outstanding Division of State Architect (DSA) projects with certification since the last Board update on October 23, 2013. Mr. Hampton stated the list of projects in the exhibit shows open projects that are currently under construction or waiting for paperwork to complete the DSA closeout process and projects closed by DSA without certification.

**DSA Report
Agenda Item 6**

Prior to asking Trustees for items they wished to pull from the Consent Calendar, President Alpay announced staff requested to pull from Item 33, Resignations/Retirements/Employment – Classified Employees: Numbers 67 through 71 on page 284. Following the announcement, Trustee Bryson pulled item 28.

**Items Pulled from
the Consent
Calendar**

CONSENT CALENDAR

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

Approval of the minutes of the May 14, 2014, regular Board meeting.

**Minutes
Agenda Item 7**

Readmission of a student from expulsion: Case #2013-059.

**Expulsion
Readmission
Agenda Item 8**

Petition to waive California Education Code §60851(a) and Board Policy 6162.52 – California High School Exit Examination: Case #1314-026.

**CAHSEE
Agenda Item 9**

Memorandum of Understanding (MOU) with School on Wheels, Incorporated.

**CIF
Representatives
Agenda Item 10**

Purchase orders, warrants, and previously Board-approved bids and contracts as listed.

**Purchase
Orders/Warrants
Agenda Item 11**

Donations of funds and equipment.

**Donations
Agenda Item 12**

District standardized Independent Contractor, Professional Services, Master Contract, and Field Service Agreements.	Professional Services Agreements Agenda Item 13
Ratification of special education Informal Dispute Resolution Agreement Case #046214.	IDR Agreement Agenda Item 14
Ratification of special education Informal Dispute Resolution Agreement Case #014014 and Case #046014.	IDR Agreements Agenda Item 15
Proposed meal prices for the 2014-2015 school year.	Proposed Meal Prices Agenda Item 16
Amendment to the Use of Facilities Lease Agreement for 2014-2015 with Niguel Children's Center (NCC) at the Foxborough campus.	Use of Facilities Amendment Agenda Item 17
Amendment to the Use of Facilities Lease Agreement for 2012-2015 with Journey Charter School at the Foxborough campus.	Use of Facilities Amendment Agenda Item 18
Rental Services Agreement No. 1415001 with Capo Beach Calvary to provide designated parking spaces at the Transportation South Yard for a monthly fee of \$100 per space.	Rental Services Agreement Agenda Item 19
Aesop Customer Agreement No. PRPUS2494326 with Frontline Technologies, Incorporated, to provide software and support for an automated substitute placement and absence-management program pursuant to RFP No. 12-1314, Absence Management System.	AESOP Customer Agreement Agenda Item 20
School Bus Service Agreement No. 1314184 with Santa Margarita Catholic High School to provide designated parking spaces at the Transportation South Yard for a monthly fee of \$100 per space.	School Bus Service Agreement Agenda Item 21
Amendment and Extension of Independent Contractor Agreement No. I1011014 with PlaceWorks for on-call California Environmental Quality Act compliance services, as requested by the District.	Amendment and Extension Agreement Agenda Item 22
Extension of Independent Contractor Agreement No. I1011016 with NMG Geotechnical, Incorporated, for on-call geotechnical services, as requested by the District.	Extension Agreement Agenda Item 23
Extension of Independent Contractor Agreement for Special Services No. ICASS1314033 with Controltec, Incorporated, to provide services and support related to the CenterTrack software program for tracking enrollment, tuition, and state-program attendance reporting for the Early Childhood Programs Department.	Extension Agreement Agenda Item 24
Extension of Independent Contractor Agreement No. I1112002 with All Green Electronics Recycling, LLC, for collection, data destruction, and recycling of materials and electronics equipment, as requested by the District.	Extension Agreement Agenda Item 25

Extension of Agreement for the Operation of an After-School Enrichment, Activities, and Camps Program with South Orange County Community College District.	Extension Agreement Agenda Item 26
Extension of School Bus Service Agreement No. 1213100 with Anneliese's Schools, Incorporated, to provide inspections, maintenance, service, and driver training for buses purchased from the District.	Extension Agreement Agenda Item 27
Advertise Bid No. 1415-08 to provide elevator service, maintenance, and repair work as requested by the District.	Advertise Bid – Elevator Service Agenda Item 29
Advertise Bid No. 1415-10 to provide frozen food products as requested by the District.	Advertise Bid – Frozen Food Agenda Item 30
Utilization of the Hawthorne School District Bid No. 13-14-1 for the purchase of furniture and accessories from Culver-Newlin, Incorporated, and Concepts School and Office Furnishings, LLC, under the same terms and conditions of the public agency's contract.	Piggyback Bid - Furniture Agenda Item 31
Risk Control Grant Award GPS Pilot Project.	Grant Award GPS Pilot Project Agenda Item 32
Resignations, retirements, and employment of classified personnel with the exception of numbers 67 through 71 on page 284 as announced prior to the approval of the Consent Calendar.	Resignations/ Retirements/ Employment (Classified Personnel) Agenda Item 33
Resignations, retirements, and employment of certificated personnel.	Resignations/ Retirements/ Employment (Certificated Personnel) Agenda Item 34
<p>ROLL CALL: AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton-Hodson, Pritchard, and Reardon</p> <p>NOES: None</p> <p>ABSENT: Student Advisor Leilah Rodriguez (temporarily left dais)</p> <p>ABSTAIN: None</p>	
Trustee Bryson asked staff to explain why the lowest bidder requested relief of bid due to a clerical error. Deputy Superintendent Clark Hampton responded the District may relieve a bidder due to a mistake in bid submission, causing the bid to be materially different than intended, and award the contract to the second lowest bidder, if the bidder can prove he made a material mistake.	Extension Agreement Amendment Agenda Item 28

It was moved by Trustee Bryson, seconded by Trustee Reardon, and motion carried by a 7-0 vote to approve the Award of Bid No. 1314-24, San Clemente High School Roof Replacement.

AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton-Hodson, Pritchard, Reardon, and Student Advisor Leilah Rodriguez
NOES: None

It was moved by Trustee Bryson, seconded by Trustee Reardon, and motion carried by a 7-0 vote to adjourn the meeting. **Adjournment**

AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton-Hodson, Pritchard, Reardon, and Student Advisor Leilah Rodriguez
NOES: None

President Alpay announced the meeting adjourned at 9:54 p.m.

Board Clerk

Secretary, Board of Trustees

Minutes submitted by Jane Boos, Manager, Board Office Operations

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF ORANGE
AND
CAPISTRANO UNIFIED SCHOOL DISTRICT AND
SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
SCHOOL MOBILE ASSESSMENT RESOURCE TEAM (SMART)**

THIS MEMORANDUM OF UNDERSTANDING, hereinafter referred to as "MOU," entered into this _____ day of _____, 2014, which date is enumerated for purpose of reference only, is by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County," acting through the Orange County Sheriff-Coroner Department, hereinafter referred to as "Sheriff" and the Orange County Probation Department, hereinafter referred to as "Probation," Capistrano Unified School District, hereinafter called "Capistrano USD," and Saddleback Valley Unified School District, hereinafter referred to as "Saddleback USD." This MOU shall be administered by the County of Orange Chief Probation Officer, hereinafter referred to as "Administrator." County, Capistrano USD and Saddleback USD may be referred to individually as "Party" or collectively as "Parties".

RECITALS:

WHEREAS, pursuant to Resolution No. 00-455 dated December 19, 2000, the Orange County Board of Supervisors (Board) authorized Administrator to execute, on behalf of the Orange County Juvenile Justice Coordinating Council (JJCC), the application for Juvenile Justice Crime Prevention Act (JJCPA) funding of the Orange County Comprehensive Multi-Agency Juvenile Justice Plan, hereinafter referred to as "CMJJP";

WHEREAS, then-Board of Corrections approved the CMJJP, which included the School Mobile Assessment Resource Team, hereinafter referred to as "SMART," as a JJCPA-funded program designed to combat crimes and gang-related problems in schools and in communities where the Orange County Sheriff-Coroner's Department provides law enforcement services;

WHEREAS, for Fiscal Years 2001/02 through 2013/14, the Board approved Memorandums of Understanding covering the SMART program, for continuation of JJCPA funding under the CMJJP.

WHEREAS, the Parties wish to enter into a new five-year agreement to continue SMART activities for July 1, 2014 through June 30, 2019; and

WHEREAS, it is necessary and appropriate that the Parties agree upon matters pertaining to personnel assigned to SMART, property utilized by SMART members, and liabilities that may be created by the team or by its members, while performing SMART activities.

NOW, THEREFORE THE PARTIES MUTUALLY AGREE AS FOLLOWS:

[Remainder of this page intentionally left blank]

EXHIBIT 17

I. TABLE OF CONTENTS

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II. SIGNATURE PAGE	10
Exhibit 1.0 <u>Juvenile Court Administrative Orders of the Orange County Superior Court:</u> Order No. 11/010-903 - "Juvenile Court Hearings" dated November 23, 2011 Order No. 11/009-906 - "Public Access and Media" dated November 23, 2011 Order No. 12/003-903 - "Exchange of Information" dated March 29, 2012	

I. TERMS & CONDITIONS

1.0 TERM

Subject to the termination provisions set forth in Sections 11.0 and 12.0 herein, the term of this MOU shall be for a five (5)-year period commencing on July 1, 2014 and ending on June 30, 2019, subject to continued funding appropriated by the State Legislature under the Juvenile Justice Crime Prevention Act.

2.0 PROGRAM OBJECTIVES

The Parties to this MOU have implemented the SMART program to combat crimes committed by youths on, near, or impacting school campuses and communities where the Sheriff provides law enforcement services. Specific objectives of the SMART program include:

- 2.1 Assessment of threats of violence reported by school personnel or otherwise detected as trending from other incidents of violence in and around schools within or outside Orange County;
- 2.2 Prevention of the incidence or spread of violence in schools by quick responses to threats made by, or attributed to, youths who are at high risk for being victims or perpetrators of acts that incite fear, discord and potential danger in the schools;
- 2.3 Identification of negative or destructive behavior in at-risk youths, and in other youths with gang affiliation, so as to anticipate and prevent the occurrence of actual incidents of crime and violence in and around schools;
- 2.4 Development and sharing of intelligence information between County and schools;
- 2.5 Coordination of multi-agency activities as a single, collaborative effort merging law enforcement, gang violence suppression, prosecution, sentencing, and probation; and
- 2.6 Referral of arrested juveniles to community resources, family counseling, or supervised probation.

3.0 SERVICES AND RESOURCES PROVIDED BY COUNTY AGENCIES

- 3.1 Services: County personnel specially trained in law enforcement shall be assigned to the SMART program to work together as a team, and to perform services as described below:

- 3.1.1 Orange County Sheriff-Coroner Department: Sheriff shall participate in the SMART program by:

- 3.1.1.1 Assigning the required number and types of positions to the program, presently one (1) full-time Sergeant position, one (1) Juvenile Investigator, and two (2) Deputy Sheriffs on a full-time basis, as may be changed if necessary as determined by the Parties.
- 3.1.1.2 Assessing threats of violence on school campuses in areas in which the Sheriff acts as the primary law enforcement agency, including, but not limited to, campuses of Capistrano USD and Saddleback USD, by identifying at risk-youths and monitoring prior offenders;
- 3.1.1.3 Responding to reported threats or actual incidents of violence occurring on such school campuses;
- 3.1.1.4 During a major occurrence of violence on a school campus, attending to the safety and security of students, school personnel and the public;
- 3.1.1.5 Investigating the origin, nature and impact of threatened or actual incidents

of violence in and around schools and communities where the Sheriff provides primary law enforcement services; and

3.1.1.6 Patrolling areas around school campuses and other locations frequented by gangs and other at-risk youths.

3.1.2 Orange County Probation Department: Probation shall participate in the SMART program by providing fiscal oversight of County's funding utilization pursuant to JJCPA funding guidelines and Section 6.0 entitled, "Fiscal Accountability" of this MOU.

3.2 Meetings: To enhance team communication and responsiveness, SMART members shall conduct meetings, as often as necessary, at the following address:

Orange County Sheriff-Coroner Department
Juvenile Service Bureau
909 North Main Street, Suite 2
Santa Ana, CA 92701

3.3 County Owned/Leased Vehicles: Sheriff shall ensure that department-owned vehicles are utilized whenever possible, and when necessary, shall make lease arrangements, on behalf of the County, to ensure that separate vehicles are provided for each of the four (4) Sheriff employees assigned to the SMART program, consistent with County's purchasing policies. The cost of utilizing County-owned vehicles and, when necessary, the cost of leasing vehicles to provide four (4) vehicles in total shall be items of expenses funded under AB 1913, and may be claimed for reimbursement in accordance with the "Fiscal Accountability" provisions of Section 6 of this MOU.

3.4 Safety Equipment: The County agencies acknowledge that some of the SMART members, in the course of performance of their duties, will need to be in uniform, armed, and equipped with certain safety gear and accessories. It is mutually understood that the cost of outfitting the SMART members for safety will be absorbed by County through such funds as may be appropriated for the participating agencies in the County budget.

4.0 PARTICIPATION BY SCHOOL DISTRICTS

4.1 The Parties acknowledge that there is a strong correlation between gang presence and violence in schools. Statistics on the increasing threats of violence, possession of weapons, and actual incidents of violence in and around schools, also suggest the need for implementing the SMART program in schools.

4.2 The Parties also acknowledge that Capistrano USD and Saddleback USD have entered into this MOU to supplement their existing cooperative arrangements with the Sheriff. Participation by the school districts in the SMART program shall include the following:

4.2.1 Collaborating with SMART members to design a contingency plan for occurrences of violence on school grounds, by providing the team with maps of school facilities, class schedules, student rosters, and evacuation routes;

4.2.2 Establishing procedures for allowing SMART members access to school facilities, to enable quick response to threatened or actual incidence of violence;

4.2.3 Providing pertinent information concerning students identified as showing at-risk behavior or having gang affiliation, subject to the confidentiality provisions in Section 7 of this MOU and the pupil records limitations contained in state and federal laws; and

4.2.4 Cooperating with SMART members in the investigation of threatened violence or actual crimes committed on school grounds.

5.0 PROGRAM COORDINATION AND REPORTING

- 5.1 SMART will be organized as a subordinate component of the Sheriff Juvenile Services Bureau. The team will fully dedicate its efforts toward the prevention of criminal activities by gangs and other violent youths in and around schools and communities where the Sheriff provides law enforcement services.
- 5.2 Program Coordination
 - 5.2.1 Overall coordination of SMART activities shall be the joint responsibility of individual team members. All SMART members shall follow the direction and procedures established by the Operations Management Team, to the extent, such directions, and procedures are consistent with the policies and procedures of their employing agencies.
 - 5.2.2 Participating County agencies shall cooperate in the team effort made by their respective personnel, while remaining consistent with the policies and procedures governing their own agencies. Team members shall remain employees of their own agencies.
 - 5.2.3 SMART members will work together as a team, with each member supplementing and enhancing the efforts of every other team member. Coordination and communication will be ongoing during the days that team members are at work. Team members should generally not be involved in any other activities during days devoted to SMART program efforts.
- 5.3 Program Reporting Requirements: SMART members agree to maintain records and data generated by their participation in the program. Such documentation shall be in a form and substance that will enable Probation to perform an accounting of program costs, and to measure program outcomes assessing the effectiveness of the program, as may be required for reporting to the Board of Corrections.

6.0 FISCAL ACCOUNTABILITY

- 6.1 Probation shall provide fiscal oversight of the SMART program, and shall administer JJCPA funding in accordance with the requirements of:
 - 6.1.1 Government Code Sections 30062, for expending funds allocated under Assembly Bill 1913, the Schiff-Cardenas Crime Prevention Act of 2000, exclusively to provide front line law enforcement services provided by County; and
 - 6.1.2 Government Code Section 30063, prohibiting the transfer or intermingling of funds allocated under AB 1913 with monies in any other County fund; and
 - 6.1.3 State of California Accounting Standards and Procedures for Counties Manual issued March 2013 by the California State Controller's Office.
- 6.2 Probation shall issue instructions for claiming reimbursement of expenses under the SMART program. The agencies claiming reimbursements shall provide supporting documentation for expenses incurred, which shall be adequate and complete for accounting of the disbursement of JJCPA funds allocated to the program.
- 6.3 Within thirty (30) days following the end of each quarter, the agencies claiming reimbursements shall submit their claims to Probation for the previous quarter. Reimbursement claims shall be accompanied by source documents for services provided by personnel assigned to the SMART program, including timesheets, and records of salaries and employee benefits paid.

7.0 CONFIDENTIALITY

- 7.1 Capistrano USD, Saddleback USD, and County shall maintain the confidentiality of all their records in accordance with all applicable federal, state and local laws, regulations, ordinances and directives relating to confidentiality. All records and information concerning any and all matters referred to Capistrano USD or Saddleback USD by County, or by Capistrano USD or Saddleback USD to County, shall be considered and kept confidential by all parties and their respective staff, agents, employees and volunteers as may be required by law. Information obtained by Capistrano USD, Saddleback USD, or County in the performance of this MOU shall be treated as strictly confidential, and shall not be used for any purpose other than the performance of this MOU, except as may be required or permitted by law.
- 7.2 In addition to the general confidentiality provisions of Section 7.1 above, the Parties specifically agree to comply with the Juvenile Court Administrative Orders of the Orange County Superior Court, attached hereto as Exhibit 1.0 and incorporated herein by reference, which governs the confidentiality of juvenile record information and probation records.
- 7.2.1 The foregoing Juvenile Court policy was adopted in accordance with Welfare and Institutions Code Section 827 and all applicable statutes, court orders and case law. No access, disclosure or release of information regarding a minor who is the subject of Juvenile Court proceedings or any other "juvenile record information," as defined in said Juvenile Court policy, shall be permitted except as authorized. If authorization is in doubt, no such information shall be released without the prior approval and consent of the Judge of the Juvenile Court.
- 7.3 "Juvenile record information," as defined in said Juvenile Court policy is understood to include all records and data which identify the juvenile subject of the information, and associate that subject with any aspect of the administration of the Juvenile Court law of the State of California, as well as any record or data relating to any juvenile contacts and arrests even if Juvenile Court proceedings were not instituted, including records of temporary custody and detention of a minor pursuant to Welfare and Institutions Code section 625. Such information includes, but is not limited to, the subject's offense history, social history, all information of a diagnostic or evaluative nature, and any other personal or confidential data which can be traced to the subject, whether or not generated by Capistrano USD or Saddleback USD or any County agency.
- 7.4 Student record information provided by Capistrano USD or Saddleback USD shall be kept confidential in accordance with federal and state laws dealing with the confidentiality of student records. To the extent such information is made available to County, and pursuant to such laws or specific court order, County shall guard the confidentiality and privacy of such information as may be required by law.

8.0 PUBLICITY

- 8.1 Participating County agencies shall:
- 8.1.1 Direct press inquiries concerning investigations and arrests to the Sergeant in charge of the Sheriff component of the SMART program.
- 8.1.2 Advise their respective personnel that they may comment on their own activities if consistent with the policies of their own agencies.
- 8.2 During the time this MOU is in effect, Capistrano USD and Saddleback USD, their respective employees, volunteers, agent and officers, shall not publish or disseminate advertisements, press releases, or feature articles related to the SMART program, which reference County, without the prior written consent of the Administrator.
- 8.3 During the time this MOU is in effect, County, its employees, volunteers, agents, and officers, shall not publish or disseminate advertisements, press releases, or feature articles related to the SMART program, which references Capistrano USD or Saddleback USD,

without the prior written consent of the Superintendent of the respective school district.

9.0 PERMIT TO USE REAL AND PERSONAL PROPERTY

- 9.1 Capistrano USD permits County access to Capistrano USD campuses, and rent-free use of office space, furniture and equipment located in its offices, as may be needed by County personnel assigned to the SMART program, for facility familiarization and training, contingency preparations and planning, and for performing other related duties. Said office space, furniture, and equipment shall be adequate for performance of services under the program. The precise location, size and type of said office space, furniture and equipment will be determined by the Capistrano USD Superintendent. Capistrano USD shall supply all repair, maintenance and janitorial supplies and services to said premises, and shall be responsible for all charges for utilities to said premises.
- 9.2 Saddleback USD permits County access to Saddleback USD campuses, and rent-free use of office space, furniture and equipment located in its offices, as may be needed by County personnel assigned to the SMART program, for facility familiarization and training, contingency preparations and planning, and for performing other related duties. Said office space, furniture, and equipment shall be adequate for performance of services under the program. The precise location, size and type of said office space, furniture and equipment will be determined by the Saddleback Valley Superintendent. Saddleback USD shall supply all repair, maintenance and janitorial supplies and services to said premises, and shall be responsible for all charges for utilities to said premises.
- 9.3 County permits Capistrano USD and Saddleback USD access to the work location of SMART members, as described in Section 5.2 herein, for team meetings, contingency preparations and planning, and for attending other events related to the SMART program.

10.0 INDEMNIFICATION

- 10.1 County agrees to indemnify, defend with counsel approved in writing by Capistrano USD and Saddleback USD, and hold Capistrano USD, its officers, employees, and agents and Saddleback USD its officers, employees, and agents harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, or other performance provided by County pursuant to this MOU. If judgment is entered against County and Capistrano USD or Saddleback USD, by a court of competent jurisdiction because of the concurrent active negligence of Capistrano USD or Saddleback USD, County and Capistrano USD or Saddleback USD, agree that liability will be apportioned as determined by the court. No Party shall request a jury apportionment.
- 10.2 Capistrano USD agrees to indemnify, defend with counsel approved in writing by County, and hold County, its officers, elected and appointed officials, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees"), and Saddleback USD, its officers, employees, and agents harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services or other performance provided by Capistrano USD pursuant to this MOU. If judgment is entered against Capistrano USD and County or Saddleback USD by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, or Saddleback USD, Capistrano USD, County and Saddleback USD agree that liability will be apportioned as determined by the court. No Party shall request a jury apportionment.
- 10.3 Saddleback USD agrees to indemnify, defend with counsel approved in writing by County and hold County, its officers, elected and appointed officials, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees"), and Capistrano USD, harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, or other performance

provided by Saddleback USD pursuant to this MOU. If judgment is entered against Saddleback USD and County or Capistrano USD by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnites, or Capistrano USD, Saddleback USD, County and Capistrano USD agree that liability will be apportioned as determined by the court. No party shall request a jury apportionment.

11.0 NON-APPROPRIATION

The Parties acknowledge that funding or portions of funding for MOU may be contingent upon State Budget approval; receipt of funds from, and/or obligation of funds by the State to County; and inclusion of sufficient funding for the services hereunder, in the budget approved by County's Board of Supervisors for each fiscal year covered by this MOU. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately modify or terminate MOU by written notice to Capistrano USD and Saddleback USD without penalty.

12.0 TERMINATION

In addition to any other remedies or rights the Parties may have by law, Capistrano USD and Saddleback USD and County, acting through Administrator, have the right to terminate this MOU without penalty immediately with cause, or after thirty (30) days written notice without cause, unless otherwise specified. Cause shall be defined as any breach of the MOU, or any misrepresentation or fraud on the part of Capistrano USD or Saddleback USD or County. Exercise by the Parties of their respective right to terminate MOU shall relieve Capistrano USD and Saddleback USD and County of all further obligations, except those obligations specifically identified elsewhere in MOU as surviving termination.

13.0 NOTICES

Any notices or demands to be given under MOU by any Party to the other Parties, 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 any Party may be changed by written notice given in accordance with the notice provisions of this Section. As of the date of this MOU, the addresses of the parties are as follows:

13.1 Notices to County shall be sent to the following:

Chief Probation Officer
County of Orange Probation Department
P.O. Box 10260
Santa Ana, CA 92711
Attn: Contract Services Manager

13.2 Notices to Capistrano USD shall be sent to the following:

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

13.3 Notices to Saddleback USD shall be sent to the following:

Clint Harwick, Ed.D, Superintendent
Saddleback Valley Unified School District
25631 Peter Hartman Way
Mission Viejo, CA 92691

14.0 ALTERATION OF TERMS

This MOU, together with Exhibit 1.0 attached hereto and incorporated herein by reference, fully expresses all understanding of the Parties and is the total agreement between the Parties as to the subject matter of this MOU. No addition to, or alteration of, the terms of this MOU, whether written or verbal, by the Parties, their officers, agents or employees, shall be valid unless made in the form of a written Amendment to MOU which is formally approved and executed by all Parties.

15.0 EMPLOYEE ELIGIBILITY LANGUAGE

Capistrano USD and Saddleback USD warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this MOU meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Capistrano USD and Saddleback USD shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Capistrano USD and Saddleback USD shall retain all such documentation for all covered employees for the period prescribed by the law. Capistrano USD and Saddleback USD shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Capistrano USD and Saddleback USD or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed in the County of Orange, State of California.

CAPISTRANO UNIFIED SCHOOL DISTRICT

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

By: _____
Dr. Joseph M. Farley
Superintendent

By: _____
Clint Harwick, Ed.D.
Superintendent

Dated: _____

Dated: _____

COUNTY OF ORANGE

By: _____
Chairman of the Board of Supervisors

Dated: _____

**SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE CHAIR
OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535**

ATTEST:

By: _____
Clerk of the Board of Supervisors
Orange County, California

Dated: _____

**APPROVED AS TO FORM:
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA**

By: _____
Deputy County Counsel

Dated: _____

* If the contracting party is a corporation, two (2) signatures are required:
One (1) signature by the Chairman of the Board, the President or Vice President; and
One (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.
In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signatory to bind the corporation.

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....MAY 28, 2014

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
5380	98	SPORTS FACILITIES GROUP INC	F&EInstl/Fac Acq /SJHHS	31,725.00
5381	87	BRICKLEY ENVIRONMENTAL	BI:Const/Fac Acq /CVHS	1,650.00
2 Purchase Orders				\$33,375.00

EXHIBIT 18

Attachment 1

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....MAY 28, 2014

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
335170	1	CENGAGE LEARNING	InstMtls/Instrctn/BAMS	4,561.00
			InstMtls/Instrctn/DJAMS	1,233.00
			InstMtls/Instrctn/SMS	6,297.00
			InstMtls/Instrctn/Dstrctwd	9,740.18
335171	1	CENGAGE LEARNING	InstMtls/Instrctn/CVHS	5,206.00
			InstMtls/Instrctn/DHHS	7,554.00
			InstMtls/Instrctn/Serra	11,879.00
			InstMtls/Instrctn/SCHS	9,702.00
			InstMtls/Instrctn/SJHHS	10,525.00
			InstMtls/Instrctn/Dstrctwd	1,898.58
335172	1	MARKERBOARD PEOPLE	InstMtls/Instrctn/SJHHS	631.80
335173	1	CDWG Inc	SplsNonI/TIS /Dstrctwd	416.67
335174	1	HEINEMANN LIBRARY	InstMtls/Instrctn/Las Palm	8,798.60
335175	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/DHHS	79.64
335176	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/Tesoro	85.83
335177	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/CVHS	2,073.15
335178	1	NASCO WEST	InstMtls/Instrctn/DJAMS	784.78
335179	1	SCHOLASTIC READING COUNTS	InstMtls/Instrctn/RH Dana	538.92
335180	1	PC & MACEXCHANGE	NonCapEq/Instrctn/Dstrctwd	1,002.72
335181	1	EMERGENCY TRAINING NETWORK	Serv& Op/Instrctn/DHHS	3,080.00
335182	1	SCHOLASTIC READING COUNTS	InstMtls/Instrctn/RH Dana	518.40
335183	1	PATHWAY COMMUNICATIONS LTD.	InstMtls/Instrctn/LRMS	3,532.90
335184	1	EDUPRESS	InstMtls/Instrctn/Del Obis	353.68
335185	1	EDUCATORS OUTLET INC	InstMtls/Instrctn/Del Obis	149.38
335186	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/SCHS	132.24
335187	1	AUDIO DYNAMIX INC	NonCapEq/Instrctn/Del Obis	7,837.88
335188		VOID	VOID	0.00
335189	1	GOV CONNECTION INC	InstMtls/Instrctn/CVHS	680.40
335190	1	ORANGE COUNTY REGISTER	Serv& Op/Enterprs/Dstrctwd	133.44
335191	1	ORANGE COUNTY REGISTER	Serv& Op/Enterprs/Dstrctwd	133.44
335192	1	ORANGE COUNTY REGISTER	Serv& Op/Enterprs/Dstrctwd	133.44
335193	1	UNITED PARCEL SERV	Cmmnctns/Warehse /Dstrctwd	6,150.00
335194	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/Instrctn/RH Dana	10.00
335195	1	GARDENING WITH KIDS	InstMtls/Instrctn/Las Palm	321.02
335196	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/SMS	101.96
335197	68	IRON MOUNTAIN	Serv& Op/Enterprs/Dstrctwd	800.00
335198	1	SCHOOL SPECIALTY	InstMtls/Instrctn/Hiddn Hl	261.61
335199	1	BLUE LABEL POWER INC.	InstMtls/Instrctn/FNMS	106.81
335200	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/Bergeson	4,742.46
335201	1	GOV CONNECTION INC	InstMtls/Instrctn/SJHHS	453.60
335202	1	IMAGE 2000	InstMtls/Instrctn/Wagon Wh	427.56
335203	1	HAZELDEN EDUC MATERIALS	Bks&Ref /Libr&Med/Marblehd	156.82
335204	1	WEST VIRGINIA BRAILLE PROGRAM	InstMtls/SEOTHins/Dstrctwd	2,000.00
335205	1	ESCO EAR SERVICE CORP	Serv& Op/HlthServ/Dstrctwd	1,557.00
335206	1	CONSTRUCTIVE PLAYTHINGS	InstMtls/Instrctn/Hiddn Hl	649.81

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....MAY 28, 2014

PO No.	Fund	Vendor	Description	Amount
335207	1	GREG KLATTER	NPS /NPS /Dstrctwd	4,800.00
335208	1	CHAD WALTERS	NPS /NPS /Dstrctwd	700.00
335209	1	TRUE GRITS	InstMtls/Instrctn/DHHS	4,872.00
335210	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/Bathgate	10.00
335211	1	WEST COAST ENVIRONMENTAL	Rntl:Oth/RR:Bldgs/SCHS	2,685.00
335212	1	WEST COAST ENVIRONMENTAL	Rntl:Oth/RR:Bldgs/SMS	2,875.00
335213	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/SDCInstr/Dstrctwd	244.08
335214		VOID	VOID	0.00
335215		VOID	VOID	0.00
335216	1	KEY GOVERNMENT FINANCE INC	Debt Ser/Dbt Serv/Dstrctwd	167,281.83
			Debt-Int/Dbt Serv/Dstrctwd	14,546.25
335217	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/Dstrctwd	140.00
335218	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/MssHills	200.00
335219	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/LFMS	5,691.60
335220	1	OFFICE DEPOT	InstMtls/SE0thIns/Dstrctwd	128.90
335221	1	SOCIAL STUDIES SCHOOL SERVICE	InstMtls/Instrctn/LRMS	518.80
335222	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/LRMS	2,116.86
335223	1	SOCIAL STUDIES SCHOOL SERVICE	InstMtls/Instrctn/LRMS	149.70
335224	1	ACSA REGION 17	SpplsNonI/Supt /Dstrctwd	49.00
335225	1	PATHWAY COMMUNICATIONS LTD.	InstMtls/Instrctn/SCHS	426.60
335226	1	MERCURY TOURS	Charter /DW Undst/Dstrctwd	208.50
335227	1	CURRICULUM ASSOCIATES	InstMtls/SE0thIns/Dstrctwd	603.59
335228	1	HITT MARKING DEVICE	SpplsNonI/HlthServ/Dstrctwd	35.22
335229	12	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Dstrctwd	449.37
335230	12	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Dstrctwd	2,427.64
335231	25	TEL TEC SECURITY SYSTEMS INC	Bldg Imp/Fac Acq /SJHHS	19,546.34
335232	12	DISCOUNT SCHOOL SUPPLY	InstMtls/Instrctn/Dstrctwd	249.43
335233	12	DISCOUNT SCHOOL SUPPLY	InstMtls/Instrctn/Dstrctwd	305.61
335234	1	WHATS HAPPENING PUBLICATIONS	InstMtls/Instrctn/BAMS	187.11
335235	1	OFFICE DEPOT	InstMtls/SDCInstr/Dstrctwd	1,269.66
335236	1	CENGAGE LEARNING	InstMtls/Instrctn/BAMS	730.25
335237	25	WLC ARCHITECTS INC	BI:CTest/Fac Acq /LRMS	175.00
335238	1	ENABLEMART	InstMtls/SE0thIns/Dstrctwd	41.70
335239	1	DELTA EDUCATION	InstMtls/Instrctn/Kinoshta	2,518.22
335240	25	WLC ARCHITECTS INC	BI:CTest/Fac Acq /SJHHS	116.91
335241	1	READ NATURALLY	InstMtls/Instrctn/Oak Grv	599.10
335242	1	MCGRAW-HILL/SRA	InstMtls/SE0thIns/Dstrctwd	990.00
335243	1	MUSICIANS FRIEND	InstMtls/Instrctn/Dstrctwd	451.98
335244	1	MUSIC & ARTS CENTER	InstMtls/Instrctn/Dstrctwd	19.28
335245	1	DHARMA TRADING CO	InstMtls/Instrctn/SMS	245.72
335246	1	TOUCHSTONES	InstMtls/Instrctn/LRMS	142.99
335247	1	MUSIC & ARTS CENTER	InstMtls/Instrctn/Dstrctwd	1,540.00
335248	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/Dstrctwd	284.20
335249	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/Dstrctwd	359.90
335250	1	SAGA MUSICAL INSTRUMENTS	InstMtls/Instrctn/Dstrctwd	531.98
335251	1	MY WHITE BOARDS	SpplsNonI/HlthServ/Dstrctwd	48.77
335252	1	APPLE COMPUTER INC	SpplsNonI/SupvAdmn/Dstrctwd	1,083.84
335253	1	APPLE COMPUTER INC	SpplsNonI/Pub Info/Dstrctwd	703.82
335254	1	NASCO WEST	InstMtls/Instrctn/DHHS	203.86
335255	1	MUSIC K-8 MARKETPLACE	InstMtls/Instrctn/Dstrctwd	47.40

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....MAY 28, 2014

PO No.	Fund	Vendor	Description	Amount
335256	1	WEST MUSIC COMPANY	InstMtls/Instrctn/Dstrctwd	207.23
335257	1	PC & MACEXCHANGE	NonCapEq/Instrctn/Kinoshta	2,005.44
335258	1	WOODWIND AND BRASSWIND	InstMtls/Instrctn/Dstrctwd	1,041.44
335259	1	PEARSON LEARNING	InstMtls/Instrctn/DHHS	3,178.43
335260	1	REALLY GOOD STUFF	InstMtls/Instrctn/RH Dana	132.80
335261	25	P A THOMPSON ENGINEERING CO	InstMtls/Fac Acq /SJHHS	2,019.83
335262	1	THERAPRO	SpplsNonI/HlthServ/Dstrctwd	922.68
335263	1	BONNIE'S EMBROIDERY AND	SpplsNonI/Sch Adm /VDMMS	43.20
335264	1	MOBILE COMMUNICATION REPAIR	NonCapEq/Enterprs/Dstrctwd	11,430.72
335265	1	JIM'S MUSIC CENTER	InstMtls/Instrctn/Dstrctwd	518.85
335266	25	P A THOMPSON ENGINEERING CO	InstMtls/Fac Acq /LRMS	1,203.93
335267	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/Tesoro	764.09
335268	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/LRMS	140.00
335269	1	NASCO WEST	InstMtls/Instrctn/LRMS	800.00
335270	1	AMDI	Rnt&Repr/SE0thIns/Dstrctwd	80.00
335271	1	KAPLAN SCHOOL SUPPLY	InstMtls/Instrctn/Hiddn Hl	85.97
335272	1	NASCO WEST	InstMtls/Instrctn/DHHS	1,068.75
335273	25	PYRAMID WIRE & CABLE INC.	Bldg Imp/Fac Acq /LRMS	1,786.20
335274	1	SCHOLASTIC BOOK CLUBS	InstMtls/Instrctn/RH Dana	572.83
335275	25	ACETEC SECURITY SYSTEMS	Bldg Imp/Fac Acq /LRMS	1,015.20
335276	25	ACETEC SECURITY SYSTEMS	Bldg Imp/Fac Acq /SJHHS	1,879.20
335277	1	AP BY THE SEA	PrepdExp/Undesig /Dstrctwd	740.00
335278	1	EVERYTHING MEDICAL LLC	St Rcpts/Undesig /Dstrctwd	1,826.50
335279	25	GILBERT & STEARNS INC	OthConst/Fac Acq /LRMS	136,148.00
335280	1	ACE EDUCATIONAL SUPPLIES INC	InstMtls/Instrctn/Hiddn Hl	824.97
335281	1	BEACH CITIES GLASS INC	Rntl:Oth/RR:Bldgs/Serra	7,488.92
335282	1	GAMETIME	SpplsNonI/RR:Bldgs/Castille	3,946.89
335283	1	WESTERN ILLUMINATED PLASTIC	SpplsNonI/RR:Bldgs/SCHS	3,355.94
335284	1	MOULTON NIGUEL WATER	Op&Hskpg/Opr:Util/Dstrctwd	50,000.00
335285	1	SANTA MARGARITA WATER	Op&Hskpg/Opr:Util/Dstrctwd	40,000.00
335286	1	ACE/SECURITY LAMINATES OC INC	Rntl:Oth/RR:Bldgs/DHHS	3,555.00
335287	1	GAMETIME	SpplsNonI/RR:Bldgs/Viejo	112.38
335288	1	BIG TEX TRAILERS WEST	SpplsNonI/Op:Grnds/Dstrctwd	2,296.40
335289	1	STORMWATER INDUSTRIES INC.	Rntl:Oth/RR:Bldgs/Dstrctwd	495.00
335290	1	STORMWATER INDUSTRIES INC.	Rntl:Oth/RR:Bldgs/SJHHS	3,285.00
335291	13	ORANGE COUNTY REGISTER	Marketin/FoodServ/Dstrctwd	1,046.76
335292	13	SCSNA ATTN: SUZY SAYRE	CnfrNonI/FoodServ/Dstrctwd	55.00
335293	13	ORANGE COUNTY REGISTER	Marketin/FoodServ/Dstrctwd	1,046.76
335294	11	MCGRAW-HILL HIGHER EDUCATION	Bks&Ref /Instrctn/Dstrctwd	1,361.66
335295	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	4,242.85
335296	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/Instrctn/SCHS	6,885.00
335297	1	TIGER DIRECT INC	InstMtls/Instrctn/LRMS	364.95
335298	11	PATHWAY COMMUNICATIONS LTD.	InstMtls/Instrctn/Dstrctwd	883.22
335299	11	HOUGHTON MIFFLIN CO	InstMtls/Instrctn/Dstrctwd	835.86
335300	1	SCHOLASTIC EDUCATION INC	InstMtls/Instrctn/Hiddn Hl	369.93
335301	1	LAS FLORES MIDDLE SCHOOL PTA	InstMtls/Instrctn/LFMS	1,286.40
335302	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Reilly	1,764.35
335303	11	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/Dstrctwd	237.60
335304	11	PEARSON	InstMtls/Instrctn/Dstrctwd	285.96
335305	1	SCHOLASTIC BOOK CLUBS	InstMtls/Instrctn/Hiddn Hl	45.74

Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2013-14 =====
 Board of Trustees Meeting.....MAY 28, 2014

PO No.	Fund	Vendor	Description	Amount
335306	11	BARRETT-ROBINSON INC	InstMtls/Instrctn/Dstrctwd	18.96
335307	1	SCHOLASTIC EDUCATION INC	Bks&Ref /Libr&Med/AVMS	670.51
335308	11	GOLDEN STAR TECHNOLOGY INC.	InstMtls/Instrctn/Dstrctwd	95.73
335309	1	SCHOLASTIC BOOK CLUBS	InstMtls/Instrctn/Hiddn Hl	214.58
335310	25	CHRISTINA M. CAIN	BI:CTest/Fac Acq /SJHHS	500.00
335311	1	SCHOLASTIC BOOK CLUBS	InstMtls/Instrctn/Concordi	432.00
335312	1	SCHOLASTIC BOOK CLUBS	InstMtls/Instrctn/Hiddn Hl	2,007.01
335313	1	RIFTON EQUIPMENT	NonCapEq/HlthServ/Dstrctwd	5,038.21
335314	1	EPS/SCHOOL SPECIALTY	InstMtls/Instrctn/RH Dana	483.21
335315	1	ENABLING DEVICES	InstMtls/SE0thIns/Dstrctwd	73.95
335316	1	SUPER DUPER INC.	InstMtls/SE0thIns/Dstrctwd	173.88
335317	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Hiddn Hl	827.81
335318		VOID	VOID	0.00
335319	1	SANTA MARGARITA FORD	F&ENonIn/Dist Veh/Dstrctwd	23,040.72
335320	1	AUDITORY INSTRUMENTS	InstMtls/Instrctn/CVHS	1,188.65

147 Purchase Orders \$701,433.78

Board of Trustees Warrant Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....JUNE 11, 2014

Warrant Number	Name of Payee	Reference Number	Amount
197264	MERCURY DISPOSAL SYSTEM INC	PO-331085	1,692.15
197265	MIND RESEARCH INSTITUTE	PO-334667	3,562.50
197266	NASCO WEST	PO-330549	74.25
		PO-334014	82.68
197267	NILES BIOLOGICAL	PO-331956	551.89
197268	OFFICE DEPOT	PO-334492	288.88
197269	ORANGE COUNTY REGISTER	PO-331044	126.36
197270	ORANGE CTY TANK TESTING	PO-331821	1,500.00
197271	PACWEST AIR FILTER LLC	PO-330420	3,893.59
197272	PATHWAY COMMUNICATIONS LTD.	PO-334498	341.28
		PO-334499	341.28
		PO-334571	426.61
		PO-334688	85.33
		PO-334689	883.23
197273	PC MALL GOV	PO-334028	4,231.25
197274	PEARSON ASSESSMENTS	PO-334434	225.72
197275	PERMA-BOUND	PO-334700	513.27
197276	PRESIDIO NETWORKED SOLUTIONS	PO-334592	6,591.15
197277	PRIME FABRICATION	PO-333762	424.80
197278	PRO3 COMMUNICATIONS, LLC	PO-334236	239.00
197279	PROGRESS PUBL	PO-324786	800.00
197280	PSYCHOLOGICAL ASSESSMENT RES	PO-334836	603.75
197281	READ NATURALLY	PO-334719	75.90
197282	RICKS TRAILER SUPPLY	PO-331321	121.93
197283	ROSEN PUBLICATIONS	PO-334431	1,106.68
197284	SOUTH COAST MEDICAL GROUP	PO-330715	124.00
197285	STATE WATER RES CTRL BRD	PO-330881	1,209.00
		PO-334872	582.00
197286	TIFCO INDUSTRIES	PO-333278	40.92
197287	TREE OF LIFE NURSERY	PO-333834	499.01
197288	TRUCPAR CO	PO-330873	1,381.40
197289	US GAMES	PO-334764	212.53
197290	VEX ROBOTICS INC	PO-334092	844.11
197291	VSG/ANNEBERGLEARNER	PO-334409	229.00
197292	WARDS NATURAL SCIENCE	PO-331244	80.41
197293	RESEARCH & EDUC ASSN	PO-334404	299.73
197294	MAACO COLLISION REPAIR & AUTO	PO-333318	1,163.22
197295	MAKE MUSIC! INC	PO-334682	1,630.74
197296	MISSION AUTO SERVICE	PO-332068	4,393.32
197297	MOBILE COMM REPAIR INC	PO-331099	438.15
197298	MOORE'S SEWING MACHINE	PO-330544	19.57
		PO-333267	195.60
197299	OFFICE DEPOT	PO-330363	213.66
197300	ORANGE COUNTY FIRE AUTHORITY	PV-144438	110.00
197301	PATHWAY COMMUNICATIONS LTD.	PO-334687	2,649.67

Board of Trustees Warrant Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....JUNE 11, 2014

Warrant Number	Name of Payee	Reference Number	Amount
197302	PAXTON/PATTERSON	PO-334273	695.56
197303	PRAXAIR	PO-330856	41.30
197304	SMOG EXPRESS	PO-331238	192.85
197305	SOUND IMAGE	PO-334950	691.20
197306	TARGET SPECIALTY PROD	PO-330415	490.92
197307	VERNIER SOFTWARE	PO-334766	523.44
197308	YORK INDUSTRIES	PO-331124	311.04
197309	BOWIE ARNESON WILES &	PO-333634	5,173.50
197310	CITY OF SAN CLEMENTE	PO-330227	8,125.17
197311	CONSOLIDATED ELECT DISTR	PO-330433	1,010.55
197312	CR&R INCORPORATED	PO-331121	14,902.28
197313	PACIFIC PLUMBING COMPANY OF	PO-331262	284.69
197314	SAN DIEGO GAS & ELECTRIC	PO-330248	120,103.12
197315	SANTA MARGARITA WATER	PV-144484	1,000.03
197316	SO CAL EDISON CO	PO-334949	17,628.02
197317	SO CAL GAS CO	PO-330249	5,544.25
197318	SOUTH COAST WATER DISTRICT	PO-334188	13,198.44
197319	TANDUS CENTIVA US, LLC	PO-334161	47,385.06
197320	ARC	PO-334511	289.52
197321	BOWIE ARNESON WILES &	PO-334337	614.00
197322	CMS COMMUNICATIONS INC	PO-334869	376.01
		PO-334870	752.00
197323	ATKINSON ANDELSON LOYA	PO-330562	14,445.47
197324	AUGUSTIN EGELSEE LLP	PO-334968	4,200.00
197325	KARPUS, DAVID AND MARY	PO-332943	458.64
197326	TERRY & ANNA KWIT	PO-334967	480.00
197327	WINGARD, RICHARD AND LORENA	PO-330831	750.00
		PO-334969	225.00
197328	CHANG, CHARLES	PV-144452	38.00
197329	DORE, JUDY	PV-144453	47.47
197330	GEORGE WHITE PTA	PV-144466	97.00
197331	HARVEY, HEIDI	PV-144454	30.00
197332	MARTINEZ, NIDIA	PV-144456	18.00
197333	MCLAUGHLIN, GREGG	PV-144457	33.17
197334	MERWIN, GREG	PV-144458	7.24
197335	MORRIS, FAITH	PV-144459	300.65
197336	PARKER, KATHY	PV-144460	60.00
197337	REINECKE, CHASE	PV-144461	13.00
197338	ROSE, STEPHANY	PV-144462	60.00
197339	SANCHEZ, FRANCISCO/HERNANDEZ	PV-144455	15.00
197340	SCOTT, CONNIE	PV-144463	79.74
197341	VOLLEBREGT, JOSHUA	PV-144464	84.00
197342	WATKINS, PAMELA	PV-144465	30.00
197343	ABEDI, LORA	PV-144467	4.48
197344	BALLESTEROS, CIRA	PV-144468	184.24

Board of Trustees Warrant Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....JUNE 11, 2014

Warrant Number	Name of Payee	Reference Number	Amount
197345	BRACKMAN, MICHELLE	PV-144469	92.96
197346	BRUNTON, MICHELLE	PV-144471	193.76
197347	CAPANO, IGNAZIO	PV-144472	44.80
197348	CHOI, EUN YOUNG	PV-144473	89.60
197349	CUNNINGHAM, CHADWICK	PV-144475	114.80
197350	DYE, JANETTE	PV-144476	15.68
197351	ELLIS, SHAWNA	PV-144477	79.52
197352	GOLDBECK, MELISSA	PV-144478	115.36
197353	GRAY, LISA	PV-144479	96.32
197354	HACKER, COLIN	PV-144480	218.40
197355	HARVEY, LAUREN	PV-144482	90.16
197356	HENRY, LISA	PV-144483	30.80
197357	HERVEY, ROBIN	PV-144485	168.56
197358	HOWARD, ANDREA	PV-144486	194.88
197359	KELLMAN, KATHLEEN	PV-144487	96.88
197360	MARCUS, BRUCE	PV-144488	100.80
197361	MATIENZO, NINA RIE	PV-144489	115.92
197362	MITCHELL, KAREN P	PV-144490	249.20
197363	PEREZ, DEANNA	PV-144491	107.52
197364	PETERSON, DEBRA	PV-144492	165.76
197365	PLACE, SUSAN	PV-144493	23.52
197366	ROBINSON, KATIE	PV-144494	217.28
197367	STIRLING, ROBERT	PV-144495	98.56
197368	VOSS, MICHELLE	PV-144496	68.32
197369	WENTZEL, KORY	PV-144497	78.40
197370	WOODSON, CANDACE	PV-144498	16.80
197371	COPE, MARY	PV-144474	196.00
197372	HARMAN, NANCY	PV-144481	129.36
197373	ALBELO, RAFAEL	PV-144504	109.76
197374	ANTONIUS, LYNDA	PV-144505	31.36
197375	BENE, CHERI	PV-144506	218.96
197376	BOLLA, BRENDA	PV-144507	140.00
197377	BRANNON, DESIREE	PV-144508	68.32
197378	BUCKMAN, JENNIFER	PV-144509	64.96
197379	CHRISTMAN-STURM, TRACY	PV-144510	97.44
197380	COLLINGS, JANICE	PV-144511	50.96
197381	CROSS, MINDY	PV-144512	215.60
197382	DAGLEY, JEANA	PV-144513	67.76
197383	ELKINS, KAREN	PV-144514	175.84
197384	ENDER, PAMELA	PV-144515	146.16
197385	EXWORTHY, MARK	PV-144516	193.20
197386	FERNANDEZ, IRMA	PV-144517	8.96
197387	GLASSEN, NINA	PV-144519	208.88
197388	GODFREY, NICOLE	PV-144520	159.04
197389	GONG, PHOEBE	PV-144521	155.68

Board of Trustees Warrant Listing
----- Fiscal Year: 2013-14 -----
Board of Trustees Meeting.....JUNE 11, 2014

Warrant Number	Name of Payee	Reference Number	Amount
197390	HANAFORD, LAURA	PV-144522	62.16
197391	HEUSER, RACHEL	PV-144523	295.12
197392	HILL, DAWN	PV-144524	150.08
197393	JOHNSON, DAWN	PV-144525	127.68
197394	LACHEMANN, DINA	PV-144526	73.92
197395	MAYFIELD, DAVIDA	PV-144527	52.08
197396	MCMASTER, JANICE	PV-144528	24.64
197397	NORRIS, MAUREEN	PV-144529	62.16
197398	PARKER, LAURA	PV-144530	118.16
197399	PERRY, CYNTHIA	PV-144531	39.76
197400	PERSALL, BRIAN	PV-144532	22.96
197401	RAFF, DEIDRE	PV-144533	94.64
197402	ROBINSON, KATIE	PV-144534	189.28
197403	RUSINKOVICH, CHERYL	PV-144535	144.48
197404	SANTOS, CHRIS	PV-144536	146.16
197405	SHAH, RANA	PV-144537	83.44
197406	ST. JOHN, ANDREA	PV-144538	36.96
197407	TAYNE, JULIE	PV-144539	104.72
197408	THORNBURG, QUIN	PV-144540	83.44
197409	TRUEBLOOD, MELINDA	PV-144541	39.76
197410	WALSH, EILEEN	PV-144542	74.48
197411	WEBSTER, ANNE	PV-144543	411.60
197412	WEIS-DAUGHERTY, DENISE	PV-144544	141.68
197413	WHALEN, ANDREA	PV-144545	49.28
197414	FREY, DEBORAH	PV-144518	30.24
197415	1ST JON	PO-330413	128.20
197416	AARDVARK CLAY	PO-332129	51.57
		PO-334358	251.32
197417	ADAPTIVE LIVING	PO-334176	874.00
197418	ALISO NIGUEL AUTO CARE	PO-332505	2,023.97
197419	ALISO VIEJO AUTO SERVICE	PO-332067	592.48
197420	AMSTERDAM PRINTING & LITHO	PO-334191	220.32
		PO-335124	41.08
197421	APPLE COMPUTER INC	PO-334600	1,301.76
		PO-334908	3,105.82
		PO-334912	433.92
		PO-334913	52.92
		PO-334914	433.92
		PO-334915	82.08
		PO-335017	541.92
		PO-335101	6,086.40
197422	BARCODE GIANT	PO-331969	364.71
197423	BATTERIES PLUS	PO-330237	102.55
197424	BATTERY SYSTEMS	PO-330947	689.87
197425	BIOMETRICS4ALL INC	PO-330767	33.00

Board of Trustees Warrant Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....JUNE 11, 2014

Warrant Number	Name of Payee	Reference Number	Amount
197426	BLAIRS TOWING INC	PO-332339	250.00
197427	BRINKS INC.	PO-330101	162.24
197428	CAESAR'S APPLIANCE	PO-333052	55.00
197429	CAL-STATE AUTO PARTS INC	PO-331558	2,096.69
197430	CDW GOVERNMENT	PO-334780	1,823.61
197431	CHERRY TREE TOYS INC	PO-334789	351.71
197432	CINTAS DOCUMENT MANAGEMENT	PO-331123	163.00
197433	CINTAS FIRST AID & SAFETY	PO-331739	287.10
197434	COMMERCIAL AQUATIC SERVICES	PO-332063	1,144.00
197435	CULVER-NEWLIN	PO-334127	275.40
		PO-334424	448.20
197436	DAVE BANG ASSOCIATES INC	PO-333807	4,525.20
197437	DENAULT'S HARDWARE	PO-330201	182.40
197438	DUNN-EDWARDS CORP	PO-330229	2,336.90
197439	GLEN PRODUCTS	PO-330167	1,686.05
197440	INSIGHT SYSTEMS EXCHANGE	PO-334595	366.56
		PO-334599	1,855.04
		PO-334606	2,668.24
197441	CORVEL CORPORATION	PO-330313	168,277.41
197442	CORVEL CORPORATION	PO-330313	112,402.86
197443	CAPISTRANO UNIFIED SCHOOL DIST	PO-330320	62,724.41
197444	ASSURED FIRE SYSTEMS	PO-334685	12,515.00
197445	CITY OF SAN CLEMENTE	PO-330227	14,733.37
197446	G.A. DOMINGUEZ	PO-333930	3,580.00
197447	PACIFIC ROOFING SYSTEMS	PO-334189	14,171.00
		PO-334645	14,854.20
		PO-334646	14,171.00
197448	SAN DIEGO GAS & ELECTRIC	PO-330248	93,901.83
197449	SANTA MARGARITA WATER	PV-144551	955.40
197450	SO CAL EDISON CO	PO-334949	48,765.26
197451	360 PRINT MEDIA	PO-335004	3,439.34
197452	MIRACLE RECREATION EQUIPMENT	PO-334629	236.63
197453	MISSION AUTO SERVICE	PO-332068	4,591.05
197454	MOBILE COMM REPAIR INC	PO-331139	540.12
197455	NILES BIOLOGICAL	PO-331956	78.90
197456	ONE STOP BINDERY	PO-330150	130.00
197457	PACIFIC GO NATURAL GAS	PO-330854	207.59
197458	POSITIVE PROMOTIONS	PO-335152	588.23
197459	PRINT & BIND 4 LESS	PO-334652	1,200.00
197460	PRO-ED	PO-334717	434.50
		PO-334721	280.50
		PO-334767	69.00
197461	QUALITY TOWING	PO-331565	237.00
197462	S O S SURVIVAL PRODUCTS	PO-334548	73.75
197463	SCHOLASTIC INC	PO-334359	6,130.60

Board of Trustees Warrant Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....JUNE 11, 2014

Warrant Number	Name of Payee	Reference Number	Amount
197464	SHAMROCK SUPPLY CO INC	PO-335157	346.04
197465	SMOG EXPRESS	PO-331238	49.95
197466	SPICERS PAPER CO	PO-335159	3,402.00
197467	SUBSCRIPTION SERVICES OF	PO-334439	188.99
197468	SUPPLY LINE BUILDING MATERIALS	PO-330212	207.23
197469	THINKING MAPS INC	PO-334438	100,116.00
197470	TIFCO INDUSTRIES	PO-335140	1,681.33
197471	TRUCPAR CO	PO-330873	764.64
197472	ULINE	PO-334427	161.07
197473	UNITED TRANSMISSION EXCHANGE	PO-330874	60.83
197474	VORTEX INDUSTRIES INC.	PO-331227	749.65
		PO-335160	1,449.61
197475	YALE CHASE EQUIPMENT AND	PO-330952	381.16
197476	ZEP MANUFACTURING CO	PO-330875	712.68
197477	ALTERNATIVE COMMUNICATIONS	PO-332951	1,040.00
197478	BEACON DAY SCHOOL	PO-334355	7,346.88
		PO-334451	7,688.88
197479	EBBING, CURTIS AND/OR MARYAM	PO-333515	734.72
197480	HAWORTH, MARK OR JENNIFER	PO-331313	866.32
197481	MARDAN CENTER OF ED	PO-330629	2,924.00
		PO-330652	2,408.00
		PO-331415	2,924.00
		PO-332004	2,580.00
		PO-333656	2,580.00
197482	MC ILVAIN, PATRICK & STEPHANIE	PO-331101	2,575.44
197483	MENDE PSY.D, SYLVIA	PO-330005	2,325.59
		PO-331990	2,423.00

Board of Trustees Warrant Listing
===== Fiscal Year: 2013-14 =====
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Warrant Number	Name of Payee	Reference Number	Amount
197484	OCEANVIEW SCHOOL	PO-330634	3,844.00
		PO-330727	3,094.00
		PO-330728	4,084.00
		PO-330729	3,964.00
		PO-330734	3,392.00
		PO-330735	3,392.00
		PO-330739	3,574.00
		PO-330740	2,452.00
		PO-331859	3,406.00
		PO-332001	2,332.00
		PO-332002	1,696.00
		PO-332362	3,392.00
		PO-332363	3,392.00
		PO-332387	3,812.00
		PO-332860	360.00
		PO-334060	1,908.00
		PO-334061	3,604.00
		PO-334304	1,216.00
		PO-334450	2,756.00
197485	ORANGE CTY DEPT EDUC	PO-332861	302,822.53
197486	PARADIGM HEALTH CARE SERVICES	PO-331416	9,021.48
197487	PROVIDENCE SPEECH AND	PO-333883	3,255.00
197488	SPEECH & LANGUAGE DEVELOPMENT	PO-330642	3,525.00
		PO-331680	5,762.50
		PO-332858	2,797.00
197489	YELLOWSTONE BOYS & GIRLS RANCH	PO-330750	10,870.00
197490	!#1 TOUCH-SCREEN TABLET	PO-332240	488.75
197491	!MATHWIZ	PO-332229	399.04
197492	#1 IN LEARNING ONLINE INC	PO-333178	154.00
197493	ART MASTERS INC	PO-330564	1,832.00
197494	BERRY, SCOTT AND/OR JAIME	PO-332396	1,138.84
197495	CATAPULT LEARNING WEST LLC	PO-333663	4,600.00
197496	ECRA GROUP INCORPORATED	PO-334260	29,973.10
197497	GOODWILL INDUSTRIES OF ORANGE	PO-332634	150.00
197498	GREAT AMERICAN LUNCH BOX, THE	PO-334924	672.50
197499	KREG, JUDEE	PO-333635	840.00
197500	NAVIANCE INC	PO-334957	1,275.14
197501	NEW MANAGEMENT	PO-334807	1,475.66
197502	NICOLE MILLER & ASSOC INC	PO-330474	7,500.00
197503	PROFESSIONAL TUTORS OF AMERICA	PO-332309	7,361.00
197504	REGENTS UC	PO-333408	1,050.00
197505	STROUD, KEITH R	PO-331423	301.00
197506	ANDRE, MARLA	PV-144578	487.21
197507	ASCD	PO-334825	493.00
197508	BARRETT, JANET S	PV-144572	37.58

Board of Trustees Warrant Listing
===== Fiscal Year: 2013-14 =====
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Warrant Number	Name of Payee	Reference Number	Amount
197509	CHICAS, CARLOS	PV-144573	504.49
197510	ERICKSON, DANA	PV-144574	57.02
197511	FARLEY, JOSEPH M	PV-144575	15.00
197512	ORANGE COUNTY DEPT OF EDUCATIO	PO-333303	300.00
		PO-333970	100.00
		PO-334293	475.00
197513	REGENTS OF THE UNIVERSITY CA	PO-332659	200.00
197514	RUBY-KORAN, CHERYL	PV-144577	32.26
197515	SUPT OF SCHOOLS S D CO	PO-333365	400.00
197516	AZPEITIA, ROSY	PV-144571	27.52
197517	KEELER, DEBRA	PV-144576	5.00
197518	BEST BEST & KRIEGER LLP	PO-325201	2,878.00
197519	VISTA PAINT CORP	CM-140104	612.08-
		PO-330174	763.34
197520	WAXIE	PO-334332	417.96
197521	WOODWIND AND BRASSWIND	PO-332801	1,456.38
		PO-334010	1,335.93
197522	ALZAMORA, LUCERO	PV-144550	322.56
197523	ARKEE, SHEILA	PV-144553	268.80
197524	AZMI, RAWISH & NIDA	PV-144554	95.42
197525	BANH, JULIE/NAM	PV-144555	735.71
197526	BOUCLY, CHRISTOPHER & DAWNIEL	PV-144556	315.39
197527	CIPOLLONE, JOSEPH & DEBRA	PV-144557	164.86
197528	COON, MATTHEW/ERIKA	PV-144558	493.92
197529	COVINGTON, JEREMY & ALLISON	PV-144559	90.27
197530	DALEY, BRIAN & NICOLE	PV-144560	107.52
197531	DAVIS, HENRY & ELIZABETH	PV-144561	591.36
197532	DUDHEKER, SANJAY OR SONALY	PV-144562	898.13
197533	FINCH, JASON/NICOLETTE	PV-144563	119.17
197534	GARCIA, ROSALINA	PV-144564	322.56
197535	GARRINGER, RODNEY OR SARA	PV-144565	240.13
197536	HAWORTH, MARK & JENNIFER	PV-144566	114.69
197537	HYLTON, CHRIS OR HERMINIA	PV-144567	142.69
197538	JONES, DANNY & NANCY	PV-144568	319.20
197539	JUNCAJ, EMILIO & LESLI	PV-144569	100.35
197540	KLEIN, JIM & JASKOWIAK, JANNY	PV-144570	258.05
197541	LAGAS, JASON & DANIELLE	PV-144579	64.06
197542	LAWSON, TARYN	PV-144580	128.58
197543	LE, CHAU & TRAN, TU	PV-144603	157.70
197544	LEWIS, JONATHAN & ROBYN	PV-144581	481.83
197545	LEWIS, ROB & LANI	PV-144583	57.12
197546	LIEBERT, THOMAS &	PV-144584	53.76
197547	LOPEZ, CELESTES	PV-144585	110.66
197548	LOUIE, DARRYL OR CATHERINE	PV-144586	176.96
197549	MACIBORSKI, MIKE OR STEPHANIE	PV-144587	137.98

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Warrant Number	Name of Payee	Reference Number	Amount
197550	MARTIN, GINA	PV-144588	464.13
197551	MICHEL, NANCY	PV-144589	344.96
197552	NOXON, LISA C	PV-144590	161.28
197553	O'CONNOR, BRENDAN & JACQUELINE	PV-144591	486.08
197554	OSBORNE, RICHARD & DAYNA	PV-144593	148.51
197555	PETERSEN, DAVID OR LORIE	PV-144594	120.06
197556	RAMOS, ELLIOT/SEPULVEDA, LYCEL	PV-144595	186.37
197557	REDING, CLARE & SHAD	PV-144596	174.72
197558	RITURBAN/JOHN PAUL & ANN	PV-144597	99.46
197559	RODAS, PHILLIP AND CAROLYN	PV-144598	155.23
197560	ROLING, ROGER OR MIKAIL	PV-144599	297.47
197561	SOTO, MARTHA/RODOLFO	PV-144600	286.94
197562	SPOTSWOOD, EVAN & JENNIFER	PV-144601	122.30
197563	SUTHERLAND, GARY & RACHEL	PV-144602	117.60
197564	TRITZ, RICHARD &/OR JULIE	PV-144604	128.58
197565	WEATHERWAX, KATHY	PV-144605	354.82
197566	B & H PHOTOGRAPHY	PO-333902	1,445.86
197567	BETTER CHINESE LLC	PO-333899	62.52
197568	COMPLETE OFFICE OF CA	PO-334769	33.53
		PO-335083	1,385.29
197569	CULVER-NEWLIN	PO-334429	275.40
197570	GOPHER ATHLETIC/SPORTS	CM-140105	7.77-
		PO-334448	442.03
		PO-334553	575.54
		PO-334941	252.14
197571	HUDL	PO-334903	2,333.00
		PO-334904	100.00
197572	INSIGHT SYSTEMS EXCHANGE	PO-334909	361.81
197573	J W PEPPER & SON INC	PO-334525	1,440.38
197574	AARDVARK CLAY	PO-332129	121.46
197575	ABSOLUTE COMMUNICATIONS INC	PO-330243	6,753.94
197576	ACETEC SECURITY SYSTEMS	PO-330242	600.00
197577	ADVANCED BIONICS	PO-334240	185.00
197578	ADVANTAGE IMAGING SUPPLY	PO-334691	139.32
197579	ADVANTAGE RADIATOR	PO-331575	189.00
197580	AMS.NET INC	PO-334591	22,607.48
197581	ANIMAL PEST MANAGEMENT SERVICE	PO-332103	3,145.00
197582	ASSOCIATION OF CALIFORNIA	PO-330733	520.00
197583	AUDITORY INSTRUMENTS	PO-333794	3,205.48
197584	AVES AUDIO VISUAL SYSTEMS	PO-334579	84.24
		PO-334920	237.60
197585	B & H PHOTOGRAPHY	PO-333902	29.39
		PO-334978	182.18
197586	BEE MAN	PO-331234	420.00
197587	BERTRANDS HORN IMPROVEMENT	PO-333363	113.35

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Warrant Number	Name of Payee	Reference Number	Amount
197588	BOSE CORPORATION-SST	PO-334889	1,291.66
197589	BUSWEST	PO-333079	11.22
		PO-335135	7,914.78
197590	THE ALARM AND SPRINKLER CO INC	PO-334415	15,931.77
197591	CAMCOR INC	PO-334892	1,467.07
197592	CAPISTRANO GOLF CARS	PO-334616	1,986.85
197593	CASBO	PO-332939	250.00
197594	CDW GOVERNMENT	PO-334780	175.98
197595	CDW GOVERNMENT INC.	PO-333650	78,716.40
197596	CHEVROLET OF IRVINE	PO-332062	220.63
197597	COMMUNICATIONS USA	PO-334547	221.68
197598	COMPLETE OFFICE OF CA	PO-330100	225.57
		PO-330718	3.77
		PO-331973	285.95
		PO-333629	133.97
197599	COSTCO S.J.C.	PO-333725	515.46
197600	CREATIVE CONTRACTORS CORP	PO-331143	1,200.00
197601	CULVER-NEWLIN	PO-333493	226.38
		PO-334318	6,191.64
197602	DANIELS TIRE SERVICE	PO-330869	7,928.97
197603	DELL MARKETING L P	PO-330080	71.91
		PO-334906	12,921.07
		PO-334911	1,892.11
		PO-335009	189.21
197604	DEMCO	PO-334715	95.87
197605	DENAULT'S HARDWARE	PO-331514	515.59
197606	DENAULT'S HARDWARE	PO-330201	68.75
197607	DIGITAL NETWORKS GROUP	PO-334865	678.75
197608	DUNN-EDWARDS CORP	PO-330229	1,519.82
197609	EASTBAY INC	PO-335073	4,757.40
		PO-335074	1,151.71
197610	EBERHARD EQUIPMENT	PO-330162	6,182.44
197611	ESCO EAR SERVICE CORP	PO-335205	1,557.00
197612	FEDERAL EXPRESS CORP	PO-330159	2,584.98
197613	FREEWAY AUTO SUPPLY	PO-330860	1,619.35
197614	FRICTION MATERIALS CO.	PO-330870	4,073.10
197615	FULL COMPASS SYSTEMS LTD	PO-334796	312.73
197616	ESSENTIAL EDUCATION	PO-333750	147.00
197617	GANAHL LUMBER	PO-334062	4,183.75
197618	GOPHER ATHLETIC/SPORTS	PO-335102	494.70
		PO-335132	61.98
197619	GOV CONNECTION INC	PO-334863	259.10
197620	IMAGE 2000	PO-335088	435.50
197621	IMAGINE LEARNING INC	PO-335071	810.00
197622	INTERSTATE BATTERIES	PO-331556	1,280.19

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Warrant Number	Name of Payee	Reference Number	Amount
197623	IPC USA	PO-331042	27,697.04
197624	J W PEPPER & SON INC	PO-334155	438.32
197625	JOHN DEERE LANDSCAPES	PO-330417	302.36
197626	JOHNSTONE SUPPLY	PO-330418	10,431.76
197627	JOSTENS	PO-332519	253.32
197628	KELLY PAPER COMPANY	PO-334637	1,054.00
197629	KENNYS AUTO UPHOLSTERY	PO-331639	498.80
197630	KNORR SYSTEMS INC	PO-330165	1,044.40
197631	LAWNMOWERS ETC	PO-331572	4,885.10
197632	LOOSE IN THE LAB	PO-335084	243.69
197633	IRON MOUNTAIN	PO-330399	216.91
		PO-335197	116.82
197634	AMERICAN LOGISTICS COMPANY LLC	PO-331258	31,942.00
		PO-333564	6,559.75
197635	BUILDING BLOCK ENTERTAINMENT	PO-335040	895.00
197636	CERTIFIED TRANSPORTATION	PV-144613	8,352.96
197637	CITY OF SAN CLEMENTE	PO-334922	1,200.00
197638	DEPARTMENT OF JUSTICE	PO-330691	5,351.00
197639	FIRST STUDENT INC.	PV-144612	541.35
197640	HERITAGE MUSEUM OF OC	PO-333772	830.70
197641	JFK TRANSPORTATION CO INC	PV-144623	8,280.00
197642	KEY GOVERNMENT FINANCE, INC.	PO-335216	181,827.08
197643	OCEAN INSTITUTE	PO-332740	18,383.00
197644	ORANGE COUNTY DEPT OF EDUCATIO	PO-333249	44,558.00
		PO-333869	296.45
		PO-333973	1,023.00
		PO-334328	596.75
197645	PALI MOUNTAIN INSTITUTE	PO-335145	5,950.00
197646	OPPORTUNITY FOR LEARNING	PV-144622	6,570.26
197647	CITY OF SAN JUAN CAPISTRANO	PO-330226	14,309.56
197648	MOULTON NIGUEL WATER	PV-144624	10,626.51
197649	SAN DIEGO GAS & ELECTRIC	PO-330248	40,897.99
197650	SO CAL GAS CO	PO-330249	744.14
197651	VANGUARD FLOORING INC.	PO-333852	1,000.00
197652	McKENDRY DOOR SALES & SERVICE	PO-331569	3,777.00
197653	NASCO WEST	PO-334271	144.59
		PO-334305	2.07
		PO-334408	155.61
197654	NATIONAL ASSOCIATION FOR	PO-334919	100.00
197655	NATIONAL SCIENCE TEACHERS ASSN	PO-334659	440.42
197656	OFFICE IMAGES INC	PO-334518	444.64
197657	ONE STOP BINDERY	PO-330150	269.95
197658	PATHWAY COMMUNICATIONS LTD.	PO-334794	883.23
197659	PEARSON ASSESSMENTS	PO-334727	60.75
197660	PITNEY BOWES/PRESORT SERVICES	PO-330153	182.68

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Warrant Number	Name of Payee	Reference Number	Amount
197661	PRUDENTIAL OVERALL SUP	PO-330144	131.44
197662	QUALITY TOWING	PO-331565	71.00
197663	SOUTHERN COUNTIES LUBRICANTS	PO-330871	4,951.55
197664	THYSSENKRUPP ELEVATOR CORP	PO-331669	3,254.12
197665	WARE GROUP, THE	PO-335133	3,300.00
197666	WESTERN ILLUMINATED PLASTIC	PO-334157	4,101.14
197667	SAF-COM SUPPLY	PO-334857	2,892.46
197668	PHAN, ANDRE	PV-144625	379.46
197669	CHENAULT, MICHELLE	PV-144658	55.93
197670	DZHABIYEVA, LINDA	PV-144661	20.00
197671	G.A. DOMINGUEZ	PV-144660	100.00
197672	HERNANDEZ, MARTIN	PV-144662	18.00
197673	KEETCH, JORDAN	PV-144663	15.00
197674	KRAVITZ, CAROLINE	PV-144664	19.00
197675	MUNOZ, MADISON	PV-144665	80.00
197676	OLMSTED, CHARLES & LYNN	PV-144666	21.00
197677	ROMAN, STACY	PV-144667	66.69
197678	STOTELMYRE, AUSTIN	PV-144668	18.00
197679	CRAW, MADELEINE	PV-144659	125.21
197680	STRICK, CAROLYN	PV-144669	141.65
197681	ADAMSON, CORAL	PV-144626	142.24
197682	BIRKINSHAW, SANDY	PV-144627	233.52
197683	BRAUN, C. ANNE	PV-144628	75.04
197684	BROOKMAN, JOSEPH	PV-144629	174.72
197685	BROWN, SUSAN	PV-144630	76.72
197686	CARDIN, PATTI	PV-144632	112.00
197687	CAUDILL, AMANDA	PV-144633	127.68
197688	CLIFT, LYNNETTE I	PV-144635	73.36
197689	CORCORAN, TRAVIS	PV-144634	49.28
197690	ENGELSON, EMILY	PV-144636	69.44
197691	ENRIQUEZ, MICHELLE L	PV-144637	171.36
197692	FARRAND, MONA	PV-144638	112.00
197693	FITZSIMMONS, KATHLEEN	PV-144639	118.72
197694	FLYNN, MARGARET	PV-144640	132.72
197695	FRIEDLANDER, DOROTHY	PV-144641	151.76
197696	GILL, ARVINDER	PV-144642	98.56
197697	HAACK, KATHI	PV-144643	100.24
197698	HALL, SHEILA	PV-144644	185.92
197699	HARRISON, EVA	PV-144645	42.56
197700	HAUN, BARBARA	PV-144646	95.76
197701	HERTZ, JANA	PV-144647	77.84
197702	HOOPER, GWYNETH	PV-144648	16.80
197703	JIMENEZ, DENISE	PV-144649	59.92
197704	KERINS, TRACY	PV-144650	45.92
197705	KOPELSON, KATHLEEN	PV-144651	127.68

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Warrant Number	Name of Payee	Reference Number	Amount
197706	LAIDLEY, JOANIE	PV-144652	109.76
197707	LEWIS, SHARON A.	PV-144654	140.56
197708	MCKEE, DANISE	PV-144655	44.80
197709	MORRIS, LINDSEY	PV-144656	36.96
197710	NAPORA, NOELLE	PV-144657	292.32
197711	BROWNE, CAROLE	PV-144631	323.12
197712	THOUSAND PINES OUTDOOR SCHOOL	PO-330449	12,178.46
197713	ALPINE ACADEMY	PO-330127	11,561.00
197714	ALTERNATIVE COMM SVCS	PO-332951	1,040.00
197715	BLIND CHILDREN'S LEARNING	PO-333160	3,506.50
197716	DEVEREUX TEXAS TREATMENT	PO-330679	12,764.88
197717	DEVEREUX TEXAS TREATMENT	PO-330678	9,678.15
197718	GOODWILL INDUSTRIES OF ORANGE	PO-330755	4,110.00
197719	HEAR NOW DBA ABRAMSON	PO-330714	485.00
		PO-330719	3,782.50
197720	HERITAGE SCHOOLS INC	PO-333120	10,586.40
		PO-334146	10,586.40
197721	MACNAMARA DANIEL & ALICIA	PO-333313	322.56
197722	MINGUS MOUNTAIN ACADEMY	PO-330677	11,019.47
		PO-333546	11,019.47
197723	NEW HAVEN YOUTH & FAMILY	PO-332602	5,685.60
197724	PYRAMID AUTISM CENTER	PO-330628	4,050.00
197725	ROZENBERG, ABBY	PO-333051	500.00
197726	SPECTRUM CENTER ROSSIER PARK	PO-331948	5,441.00
197727	SPECTRUM CENTER ROSSIER PARK	PO-334453	3,434.50
		PO-334575	2,501.50
197728	TERI INC	PO-331991	3,618.60
197729	THERAPEUTIC EDUCATION CENTER	PO-330130	3,600.00
		PO-330631	2,608.00
		PO-330632	3,600.00
197730	TIWAHE TECHNOLOGY LLC	PO-330002	4,500.00
197731	WIELATH, JOSEPH AND/OR LIVIA	PO-330053	234.00
197732	ART MASTERS	PO-331419	1,467.00
197733	BESTGEN, MARY	PO-331851	586.67
197734	CLUB Z! IN-HOME TUTORING	PO-332299	1,370.32
197735	CONTEMPORARY SERVICES CORP.	PO-332160	488.75
197736	SOUTH COAST ROP	PV-144670	44,067.78
197737	AKHLAGHI, NICOLE	PV-144704	337.60
197738	AP BY THE SEA	CM-140106	25.00-
		CM-140107	25.00-
		PO-335148	1,430.00
		PO-335149	715.00
		PO-335150	715.00
		PO-335277	715.00

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Warrant Number	Name of Payee	Reference Number	Amount
197739	ORANGE COUNTY DEPT OF EDUCATIO	PO-333991	45.00
		PO-334077	45.00
		PO-334098	45.00
		PO-334279	45.00
		PO-334280	185.00
		PO-334458	90.00
		PO-335217	100.00
		PO-335218	200.00
197740	ORANGE CTY DEPT EDUC	PO-334887	1,500.00
197741	PETTEY, STEPHANIE	PV-144705	482.69
197742	SALINAS, GABE	PV-144706	77.04
197743	SOUTHERN CA ADVANCED PHYSICS	PO-335144	375.00
197744	WONDOLOSKI, GREG	PV-144707	337.60
197745	ATKINSON ANDELSON LOYA	PO-332268	4,724.40
		PO-333166	13,723.81
197746	DANNIS WOLIVER KELLEY	PO-331676	392.00
		PO-331679	3,378.55
197747	HARBOTTLE LAW GROUP	PO-330824	22,728.95
197748	WATERLINES TECHNOLOGIES INC	PO-331136	6,750.28
197749	BLEY, ELIZABETH	PV-144671	103.04
197750	FERGUSON, ERIN	PV-144672	239.12
197751	IMSLAND, TRACEY	PV-144673	104.72
197752	KIMMELL, JULIE	PV-144674	120.96
197753	MORAND, CARA	PV-144675	110.88
197754	NORMAN, ELLESSE	PV-144676	50.40
197755	NOYES, JANN	PV-144678	136.08
197756	ORGILL, JANELL	PV-144679	171.36
197757	PANNING LA BATE	PV-144680	84.00
197758	RASHIDI, AKRAM KIM	PV-144681	51.52
197759	RICHARDSON, KATRINE	PV-144682	5.60
197760	ROBINSON, KHARA	PV-144683	129.92
197761	ROCHE, ANN	PV-144684	184.24
197762	RODRIGUEZ, NASCINA	PV-144685	109.76
197763	SCHAFER, KEITH	PV-144686	70.00
197764	SCHOOLER, DEBORAH	PV-144687	112.00
197765	SHERRIE, LORRAINE	PV-144688	136.08
197766	SMITH, ANNE	PV-144689	219.52
197767	SOLTIS, PAMELA	PV-144690	192.64
197768	TERHUNE, CYNTHIA	PV-144691	140.56
197769	TROFFER, GARRETT	PV-144693	134.40
197770	VARGAS, DAVID	PV-144694	207.76
197771	WACHMAN, TIFFANY	PV-144695	35.84
197772	WESTON, KELLY	PV-144696	76.16
197773	WOLFSON, DONNA	PV-144698	82.88
197774	WOLFSON, MEGHAN	PV-144699	115.36

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Warrant Number	Name of Payee	Reference Number	Amount
197775	WYNNE, LAUREN	PV-144700	57.12
197776	YOTA, DENISE	PV-144701	86.24
197777	WILBUR, SANDRA	PV-144697	8.96
197778	MULHOLLAND POSITIONING	PV-144702	2,629.20
197779	US BANK	PO-331424	11,548.72
197780	CAPISTRANO UNIFIED SCHOOL DIST	PO-330320	73,306.33
197781	METROPOLITAN EMPLOYEES	PO-330327	20,616.00
		PO-330340	3,840,226.01
197782	YMCA OF ORANGE COUNTY	PO-330790	22,037.73
		519 Warrants	\$6,464,047.81

**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
A&R Wholesale Distributors, Inc.	Bid No. 1314-02 Frozen Food Products	6/26/2013
Above All Names Construction Services, Incorporated	Bid No. 1112-11, Concrete Maintenance & Repair	10/26/2011
Advantage Imaging Supply, Inc.	Bid No. 1314-04 Audio Visual Equipment	7/10/2013
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
Apex Learning, Inc.	RFP No. 6-1314, Credit Recovery Services	4/23/2014
Architectural Roofing Systems dba Pacific Roofing Systems	Bid No.1314-19, Roofing Repairs and Maintenance	3/12/2014
Atkinson, Andelson, Loya, Rudd & Romo	RFQ No. 10-0809 General Legal Services	12/15/2009
AVES Audio Visual Systems, Inc.	Bid No. 1314-04 Audio Visual Equipment	7/10/2013
Barrett-Robinson, Inc.	Bid No. 1314-04 Audio Visual Equipment	7/10/2013
B&H Foto & Electronics Corp. dab B&H Photo Video	Bid No. 1314-04 Audio Visual Equipment	7/10/2013
Ben's Asphalt, Inc.	Bid No. 1213-03 Asphalt Paving, Seal coating and Repair	5/22/2013
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	CMAS 3-08-70-2515A, GSA No GS-35F-0087U, Smart Technologies Interactive Shite Boards Hardware and Software	6/12/2013
California Western Visuals	Bid No. 1314-04 Audio Visual Equipment	7/10/2013
Camcor, Inc	Bid No. 1314-04 Audio Visual Equipment	7/10/2013
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

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

VENDOR	TITLE	BOARD APPROVAL DATE
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
CDWG	Dester Sands Unified School District Bud No. 13/14-003, Chromebooks	12/11/2013
Certified Transportation Services, Inc.	Bid No.1314-15 Co-Curricular Bus Service	12/11/2013
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
Consulting & Inspection Services	RFQ No 4-1011, DSA Approved Inspector of Record	1/11/2011
Contemporary Services Corporation	RFP No. 5-1213, Event Security Services	2/27/2013
Cox Communications California, LLC Cox California Telcom, LLC	RFP No. 1-1314 Wide Area Network Services	3/12/2014
CR&R	Bid No. 1112-06 - Service to Collect, Recycle, and Dispose of Solid Waste District wide	8/8/2011
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
Dave Bang Associates, Inc.	Colton Joint USD Bid No. 09-01, Playground Equipment, Safety Surfacing, Outdoor Site Furnishings, DSA Shade Shelters	4/13/2010
David Taussig & Associates, Inc.	RFP No. 6-1011 Special Tax Consulting Services for Public Financing	4/11/2011
DecisionInsite	RFQ No. 6-1213, Demographic Consultant Services	3/27/2013
Dell Computer (Dell Marketing LP)	California Multiple Award Schedule Contract No. 3-94-70-0012, Purchase of Computer-Related Hardware, Software and Networking Equipment	7/21/2008
Dell Computer (Dell Marketing LP)	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27160 awarded to Dell Marketing L.P., California Participating addendum, Computer Equipment, peripherals, and related services.	6/27/2012
Desert Business Interiors	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Digital Networks Group, Inc.	California Multiple Award Schedule Contract No. 3-06-702070D, Purchase and Installation of Pole Mounted Systems for Video and Audio Switching, Control, and Projector Mounting	12/8/2008

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

VENDOR	TITLE	BOARD APPROVAL DATE
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
Dolinka Group	RFQ No. 5-1314 Developer Fee Consultant Services	10/9/2013
Dominos Pizza	Bid No. 1112-07 Pizza Service	8/24/2011
E. Stewart & Assoc, Inc.	Bid No. 1213-02 - Weed Abatement	5/23/2012
Fieldman Rollapp & Associates	RFQ No. 8-1011, Financial Advisory Services	1/9/2012
First Student, Incorporated	RFP No. 1314-15, Co-Curricular Bus Service	12/11/2013
Follett	RFP No. 11.1314, Central Library, Textbook and Asset Management System	5/14/2014
Frontline Technologies	RFP No. 12-1314, Absence Management System	5/14/2014
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
GA Dominguez	Bid No 1314-14 Movement and Reconfiguration of Relocatable Buildings	12/11/2013
Gilbert & Stearns, Inc.	Bid No. 1314-18 Electrical Service	1/8/2014
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 Star Technology, Inc dba GST	Bid No. 1314-04 Audio Visual Equipment	7/10/2013
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
Harris Steel Fence Co., Inc.	Bid No. 1314-20 Fence Repairs and Maintenance Districtwide	3/12/2014
Hertz Furniture	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
HMC Architects	RFQ No. 4-1314, Architectural Services	12/11/2013
Hollandia Dairy	Bid No 1314-17, Milk and Dairy Products	3/12/2014
IBI Group	RFQ No. 4-1314, Architectural Services	12/11/2013
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. 108-13, Fuel (Gasoline and Diesel)	7/24/2013
JFK Transportation, Co., Inc.	Bid No. 1314-15 Co-Curricular Bus Service	12/11/2013
JL Cobb Painting	Bid No. 1314-21 Painting Services	3/12/2014
Johnstone Supply	County of Orange Contract No. MA-080-1701016 - Air Conditioning, Refrigeration Equipment, Parts & Supplies	8/24/2011
Jones-Campbell Company	Glendale Unified School District Bid No. P-16 09/10 School Furnishings, Office Furnishings and Accessories	10/9/2013

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

VENDOR	TITLE	BOARD APPROVAL DATE
Jostens	RFP No. 2-1314 High School Products and Senior Services	9/11/2013
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
MTGL, Inc.	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
Ninyo & Moore	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
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. 1314-15 Co-Curricular Bus Service	12/11/2013
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
Pathway Communications, Limited	Bid No. 1314-04 Audio Visual Equipment	7/10/2103
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 3-1314 Mass Notification System	8/14/2013
Sanders Construction Services	Bid No. 1314-16, CVHS Lunch Pavilion and Music Plaza	3/12/2014
School Facility Consultants	RFP No. 8-1314, State School Building Program Advisor	1/22/2014
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

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

VENDOR	TITLE	BOARD APPROVAL DATE
SHI International Corp.	Wasco Union Elementary School District RFP Project No. 059-12M.1 Microsoft Products	11/14/2012
Silver Creek Industries, Inc.	Los Alamitos Unified School District Bid No. 2010-0001, Purchase, Relocation, Dismantle and Removal of DSA Portable Classroom	4/23/2014
South Orange County Community College District (Saddleback)	RFP No. 1-1314, After School Enrichment Activities and Camps Program Provider	4/24/2013
Southwest School and Office Supply	Val Verde Unified School District, Bid No 12/13-001 - Just-N-Time Classroom and Office Supply System	10/23/2013
Sparkletts	County of Orange Master Agreement No. MA-017-13011174, Bottled Water	7/24/2013
Sysco Food Services of L.A.	Bid No. 1011-14 Grocery Products	5/9/2011
Tel-Tec Security System	CMAS 4-11-84-0037A - Security Systems	9/12/2011
Transportation Charter Services, Inc.	Bid No. 1314-15 Co-Curricular Bus Service	12/11/2013
Troxell Communications, Inc	Bid No. 1314-04 Audio Visual Equipment	7/10/2013
United Refrigeration Inc.	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
VCOM dba Valiant National AV Supply	Bid No. 1314-04 - Audio Visual Equipment	7/10/2013
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
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
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. 4-1314, Architectural Services	12/11/2013
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 5/21/14

2013-14

112650	A & R WHOLESALE DISTRIBUTORS	1,927,424.02
145322	AMS.NET INC	517,088.43
004090	APPLE COMPUTER INC	261,756.42
112173	ASCIP	1,836,962.00
049767	BENS ASPHALT	890,534.38
118161	CAPISTRANO CONNECTIONS ACADEMY	9,001,547.76
130027	CAPISTRANO UNIFIED	3,505,846.88
120141	CAPISTRANO UNIFIED SCHOOL DIST	2,968,855.98
016335	CAPO VALLEY WATER DIST	306,751.49
015900	CAPO-LAGUNA BEACH ROP	1,702,165.62
043026	CIGNA	446,699.76
018870	CITY OF SAN CLEMENTE	319,317.89
146265	COMMUNITY ROOTS	1,743,120.22
142967	CORVEL CORPORATION	425,116.87
122828	CORVEL ENTERPRISE COMP INC	2,890,324.92
064188	DELL COMPUTER	279,352.04
130403	DOMINO'S PIZZA	254,169.65
130047	HOLLANDIA DAIRY INC.	549,164.44
148747	ILLUMINATE EDUCATION INC.	263,808.00
144310	INSIGHT SYSTEMS EXCHANGE	392,948.37
144880	IPC USA	694,364.55
046445	JOHNSTONE SUPPLY	268,615.29
105873	JOURNEY CHARTER SCHOOL	1,524,053.00
145542	KEY GOVERNMENT FINANCE INC	261,593.38
120832	METROPOLITAN EMPLOYEES	45,153,077.23
061270	MOULTON NIGUEL WATER	340,257.32
143679	NETWORK HARDWARE RESALE	262,446.00
100369	OCEANVIEW SCHOOL	527,292.00
113144	OPPORTUNITY FOR LEARNING	1,535,752.63
066570	ORANGE COUNTY DEPT OF EDUC	4,274,606.28
146264	OXFORD ACADEMY	3,711,902.48
145219	PACIFIC ROOFING SYSTEMS	315,512.85
078255	SAN DIEGO GAS & ELECTRIC	5,449,794.49
079190	SANTA MARGARITA WATER	285,225.01
081031	SCOTT FORESMAN	484,952.86
084100	SO CA GAS CO	430,226.30
122718	SOUTHERN CALIFORNIA EDISON	1,328,823.31
084770	SOUTHWEST SCHOOL SUPPLY	266,836.05
102879	US BANK	1,802,090.89
147868	US BANK	2,541,059.78
036075	W W GRAINGER INC	423,141.36
141584	WLC ARCHITECTS INC	403,045.58
099210	XEROX CORPORATION	2,045,436.33

Attachment 4

DONATION OF FUNDS
June 11, 2014

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Wells Fargo Foundation	\$50.00	Instructional Materials and Supplies	Aliso Niguel High School
CUSD Foundation	\$1,250.00	Chemistry Lab Sensors	Aliso Niguel High School
Amazon	\$108.91	Technology	Aliso Viejo Middle School
Ms. Katherine Tatarian	\$82.50	Field Trip Transportation	Ambuehl Elementary School
San Juan Capistrano Education Foundation	\$8,000.00	Technology	Ambuehl Elementary School
Arroyo Vista Science Boosters	\$100.00	Substitute Coverage for Fifth Grade Party	Arroyo Vista K-8 School
Bergeson Elementary School - MIP	\$720.00	Substitute Coverage for 2014 Chinese Conference	Bergeson Elementary School
Crown Valley Elementary School PTA	\$1,350.00	California Weekly Walk Through Program	Crown Valley Elementary School
Don Juan Avila Middle School PTSA	\$3,800.00	Technology	Don Juan Avila Middle School
Mr. Anthony Small		54 Books for K-12 Library	Education Division IMC
George White Elementary School PTA	\$3,315.00	Science Labs	George White Elementary School
Ladera Ranch Elementary School PTA	\$1,050.00	Primary Music Program	Ladera Ranch Elementary School
Ladera Ranch Elementary School PTA	\$11,000.00	Instructional Materials and Supplies	Ladera Ranch Elementary School
Ladera Ranch Middle School PTA	\$1,708.18	Instructional Materials and Supplies	Ladera Ranch Middle School
Las Flores Middle School PTA	\$5,691.60	Technology Upgrade	Las Flores Middle School
Mr. and Mrs. Heidi and Damon Huif	\$150.00	Instructional Materials and Supplies	Las Palmas Elementary School
Gentile & Associates, Incorporated	\$155.00	Instructional Materials and Supplies	Las Palmas Elementary School
Mr. and Mrs. Orland Pilon	\$125.00	Early Childhood Program	Learning Link - Hidden Hills
Mrs. Katie Garbe	\$300.00	Early Childhood Program	Learning Link - Las Palmas
Marblehead Aloha Foundation Science Fund	\$19,703.00	Outdoor Science School	Marblehead Elementary School
Box Tops for Education	\$3.00	Instructional Materials and Supplies	Palisades Elementary School
Palisades Elementary School PTA	\$12,178.46	Outdoor Science School	Palisades Elementary School
Philip J. Reilly School PTA	\$1,098.00	Teacher Stipend for Outdoor Science School	Philip Reilly Elementary School
Philip J. Reilly School PTA	\$90.00	Substitute Coverage	Philip Reilly Elementary School
Dana Point Earth/Ocean Society	\$3,000.00	Catalina Island Science Field Trip	RH Dana Elementary School
Mr. Melville Albert George III		1997 Volkswagen Eurovan	San Clemente High School
Vista del Mar Middle School PTA	\$300.00	Supplies for Student and Staff Celebrations	Serra High School
United Way	\$276.91	Intervention	Tijeras Creek Elementary School
Tijeras Creek Booster Club	\$3,452.00	Outdoor Science School Transportation	Tijeras Creek Elementary School
Tijeras Creek Booster Club	\$17,182.50	Outdoor Science School	Tijeras Creek Elementary School
Tijeras Creek Booster Club	\$1,476.00	Teacher Stipend for Outdoor Science School	Tijeras Creek Elementary School
Vista del Mar Elementary School PTA	\$5,000.00	Outdoor Science School Deposit	Tijeras Creek Elementary School
Juice It Up	\$479.00	Instructional Materials and Supplies	Vista del Mar Elementary School
Mako Foundation	\$203.54	Mako Challenge Substitute Coverage	Vista del Mar Elementary/Middle School
Mako Foundation	\$683.54	Common Core Substitute Coverage	Vista del Mar Middle School
Mako Foundation	\$172.78	Quarter Awards Printing Costs	Vista del Mar Middle School
Mako Foundation	\$990.00	Noon Time Sports	Vista del Mar Middle School
Wagon Wheel Elementary School PTA	\$1,250.00	Instructional Materials and Supplies	Wagon Wheel Elementary School
Wood Canyon Elementary School PTA	\$596.00	Stage Curtain Repair	Wood Canyon Elementary School
Total	\$107,090.92		

JUNE 11, 2014 BOARD MEETING
DISTRICT STANDARDIZED
INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

NEW AGREEMENTS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
MCA*	1415002	3	Special Ed	Alpine Academy	Basic Education Program/Special Education Instruction, Residential Mental Health Services	7/01/2014-6/30/2015	\$ 220,000.00
MCA*	1415003	3	Special Ed	Cathedral Home for Children Mae Olson Education Center	Basic Education Program/Special Education Instruction, Residential Mental Health Services	7/01/2014-6/30/2015	\$ 175,000.00
MCA*	1415004	3	Special Ed	Chileada	Basic Education Program/Special Education Instruction, Residential Mental Health Services	7/01/2014-6/30/2015	\$ 175,000.00
MCA*	1415005	3	Special Ed	Clarinda Academy	Basic Education Program/Special Education Instruction, Residential Mental Health Services	7/01/2014-6/30/2015	\$ 125,000.00
MCA*	1415007	3	Special Ed	Devereux Cleo Wallace	Basic Education Program/Special Education Instruction, Residential Mental Health Services	7/01/2014-6/30/2015	\$ 325,000.00
MCA*	1415009	3	Special Ed	Devereux School of Viera	Basic Education Program/Special Education Instruction, Residential Mental Health Services	7/01/2014-6/30/2015	\$ 175,000.00
MCA*	1415012	3	Special Ed	Mingus Mountain Academy	Basic Education Program/Special Education Instruction, Residential Mental Health Services	7/01/2014-6/30/2015	\$ 275,000.00
MCA*	1415015	3	Special Ed	Woodward Academy	Basic Education Program/Special Education Instruction, Residential Mental Health Services	7/01/2014-6/30/2015	\$ 125,000.00
MCA*	1415016	3	Special Ed	Yellowstone Boys and Girls Ranch	Basic Education Program/Special Education Instruction, Residential Mental Health Services	7/01/2014-6/30/2015	\$ 275,000.00
MCA*	1415017	3	Special Ed	Kids Institute for Development & Advancement	Basic Education Program/Special Education Instruction	7/01/2014-6/30/2015	\$ 75,000.00
MCA*	1415018	3	Special Ed	Approach Learning and Assessment Center, Incorporated dba Therapeutic Education Center	Basic Education Program/Special Education Instruction	7/01/2014-6/30/2015	\$ 250,000.00
MCA*	1415019	3	Special Ed	Ocean View	Basic Education Program/Special Education Instruction	7/01/2014-6/30/2015	\$ 650,000.00

**JUNE 11, 2014 BOARD MEETING
DISTRICT STANDARDIZED
INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT AGREEMENTS**

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
MCA*	1415020	3	Special Ed	Blind Children's Learning Center	Basic Education Program/Special Education Instruction	7/01/2014-6/30/2015	\$ 50,000.00
MCA*	1415021	3	Special Ed	Mardan School	Basic Education Program/Special Education Instruction	7/01/2014-6/30/2015	\$ 200,000.00
MCA*	1415022	3	Special Ed	Speech & Language Development Center	Basic Education Program/Special Education Instruction	7/01/2014-6/30/2015	\$ 350,000.00
MCA*	1415023	3	Special Ed	Spectrum Center Rossier Park Elementary	Basic Education Program/Special Education Instruction	7/01/2014-6/30/2015	\$ 150,000.00
MCA*	1415024	3	Special Ed	Beacon Day School	Basic Education Program/Special Education Instruction	7/01/2014-6/30/2015	\$ 175,000.00
FSA	1314185	5	M&O	Mr. Clean Maintenance Systems	Routine & Usual Maintenance for the Preservation and Protection of Gymnasium Floors, Main and Auxiliary Gyms - San Juan Hills High School	6/23/2014 Upon Completion of Work	\$ 8,371.24
FSA	1314186	5	M&O	Vanguard Flooring, Incorporated	Flooring Installation, 5 Portable Classrooms - Ladera Ranch Middle School	6/12/2014 Upon Completion of Work	\$ 4,590.00
FSA	1314187	5	M&O	Vanguard Flooring, Incorporated	Flooring Installation, 10 Portable Classrooms - San Juan Hills High School	6/12/2014 Upon Completion of Work	\$ 9,180.00
MCA*	1415025	3	Special Ed	Spectrum Center Rossier Park School	Basic Education Program/Special Education Instruction	7/01/2014-6/30/2015	\$ 200,000.00

TOTAL \$ 5,153,091.24

EXTENSIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
PSA	1112117	3	Special Ed	Dr. Perry David Passaro	Psychoeducational Assessments	7/01/2014-6/30/2015	\$ 5,000.00
PSA	1213039	5	Various by Project	Bowie, Ameson, Wiles & Giannone	Legal Services for School Facilities Needs, Surplus Properties and General School Matters	7/01/2014-6/30/2015	\$ 400,000.00

JUNE 11, 2014 BOARD MEETING
DISTRICT STANDARDIZED

INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
PSA	1213003	3	Special Ed	Hear Now dba Abramson Audiology	Auditory Processing Developmental Delay Evaluations	7/01/2014-6/30/2015	\$ 2,000.00
PSA	1213004	3	Special Ed	Hear Now dba Abramson Audiology	Audiological Services	7/01/2014-6/30/2015	\$ 45,000.00
PSA	1213005	3	Special Ed	Deafinitely Professional Interpreting Services	Interpreter Services for Deaf and Hard of Hearing	7/01/2014-6/30/2015	\$ 140,000.00
PSA	1213006	3	Special Ed	Paul Alan Does, Ph.D	Consultation Services for Autism Services	7/01/2014-6/30/2015	\$ 15,000.00
ICA	1213007	3	Special Ed	Sylvia Mende, PSY.D	Intervention Support to Autism Staff	7/01/2014-6/30/2015	\$ 35,000.00
PSA	1213008	3	Special Ed	Dr. Sidney Weiss	Vision Assessments	7/01/2014-6/30/2015	\$ 2,000.00
PSA	1213010	3	Special Ed	Sharon Grandinette	Consultation, Training Brain Injury, School Reintegration, Teaching and Compensatory Strategies, Curriculum	7/01/2014-6/30/2015	\$ 5,000.00
PSA	1213013	3	Special Ed	Customized Vision Care	Vision Assessments	7/01/2014-6/30/2015	\$ 4,000.00
PSA	1213016	3	Special Ed	Susanne Smith Roley	IEE for Occupational Therapy Evaluations	7/01/2014-6/30/2015	\$ 3,000.00
PSA	1213018	3	Special Ed	Gayla M. Massey	Psychoeducational Evaluations	7/01/2014-6/30/2015	\$ 4,000.00
PSA	1213020	3	Special Ed	Christine Stein	Speech and Language Services	7/01/2014-6/30/2015	\$ 4,000.00
PSA	1213022	2	Special Ed	The Regents of the University of California, on behalf of the University of California, San Diego, School of Medicine, Department of Pediatrics	Physician and Medical Consultation Services for District's IEP Team	7/01/2014-6/30/2015	\$ 6,000.00
ICA	1213024	2	Special Ed	Westshield Adolescent Services	Transport Escort Services	7/01/2014-6/30/2015	\$ 30,000.00
PSA	1213025	3	Special Ed	Providence Speech and Hearing Center	Auditory Processing Development Evaluations	7/01/2014-6/30/2015	\$ 15,000.00

**JUNE 11, 2014 BOARD MEETING
DISTRICT STANDARDIZED
INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT AGREEMENTS**

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
PSA	1213026	3	Special Ed	Center for Learning and Behavioral Solutions, Incorporated	Psychoeducational Assessments	7/01/2014-6/30/2015	\$ 5,000.00
PSA	1213027	3	Special Ed	Orange County Therapy Services	Occupational and Physical Therapy Services	7/01/2014-6/30/2015	\$ 60,000.00
PSA	1213029	3	Special Ed	Irma Garcia	Counseling Services for CUSD Special Ed Students	7/01/2014-6/30/2015	\$ 40,000.00
PSA	1213030	3	Special Ed	Brenda Crary	Counseling Services for CUSD Special Ed Students	7/01/2014-6/30/2015	\$ 40,000.00
PSA	1213031	3	Special Ed	Tricia Elizabeth Krantz	Counseling Services for CUSD Special Ed Students	7/01/2014-6/30/2015	\$ 40,000.00
ICA	1213032	3	Special Ed	Tiwahe Technology	Community Based Instruction for Adult Trans CUSD Students	7/01/2014-6/30/2015	\$ 5,000.00
ICA	1213033	3	Special Ed	Patricia Cromwell	Braille Transcription Services	7/01/2014-6/30/2015	\$ 5,000.00
PSA	1213034	2	Special Ed	Leisure Care Referral Agency, Incorporated	Health Services for a Certified Licensed Vocational Nurse to Special Education Students	7/01/2014-6/30/2015	\$ 8,000.00
PSA	1213035	3	Special Ed	Blind Children's Learning Center	Vision Assessments	7/01/2014-6/30/2015	\$ 3,000.00
PSA	1213036	3	Special Ed	Goodwill Industries of Orange County (ATEC)	Assistive Technology Services	7/01/2014-6/30/2015	\$ 2,000.00
PSA	1213037	3	Special Ed	Susan Berkowitz	Augmentative /Alternative Communication Technology Evaluation	7/01/2014-6/30/2015	\$ 4,000.00
ICA	1213040	2	Health Services	Bio-Acoustical Corporation	Vision and Hearing Screening	7/01/2014-6/30/2015	\$ 56,000.00
PSA	1213089	3	Special Ed	Carol Shack-Lappin	Counseling Services for CUSD Special Ed Students	7/01/2014-6/30/2015	\$ 40,000.00
PSA	1213102	3	Special Ed	Syntex Global	Interpreting and Translation Services	8/31/2014-6/30/15	\$ 8,000.00
PSA	1213114	3	Special Ed	Pamela Moldauer	Consulting Services	8/15/2014-6/30/15	\$ 30,000.00

**JUNE 11, 2014 BOARD MEETING
DISTRICT STANDARDIZED**

INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
ICA	1213157	3	Special Ed	Sunbelt Staffing, LLC	Speech Language Pathology Services	10/08/14-6/30/15	\$ 140,000.00
ICA	1213168	5	Special Ed Mental Health	Karen Miller	Provide Educational Consultation Services for CUSD Secondary Behavior Intervention Class (BIC) and Bridges Programs	7/01/2014-6/30/2015	\$ 15,000.00
ICA	1213174	3	PTA	The Imagination Machine	Educational Assemblies to Enhance Student's Creativity and Writing Skills	7/01/2014-6/30/2015	\$ 10,000.00
PSA	1213176	3	Special Ed	Nathan H. Hunter Ph.D	Psychoeducational Assessments	7/01/2014-6/30/2015	\$ 5,000.00
PSA	1213184	3	Special Ed	Dayle McIntosh Disability Resource Center	School Interpreter Services	7/01/2014-6/30/2015	\$ 5,000.00
PSA	1213185	3	Special Ed	Educational Testing and Assessment Incorporated	Independent Educational Evaluations to Provide Assessments	7/01/2014-6/30/2015	\$ 8,000.00
PSA	1213200	3	Special Ed	Mitchel D. Perlman Phd, Incorporated	Psychoeducational Assessments, Report Writing, Discussion of Results, Collaboration/Consultation with Other professional, Telephone Calls, and IEP Attendance	7/01/2014-6/30/2015	\$ 6,000.00
PSA	1213203	3	Special Ed	Boys Town California, Incorporated	In-Home Counseling and Guidance Services	7/01/2014-6/30/2015	\$ 40,000.00
ICA	1213204	3	Special Ed	Harbottle Law Group	Legal Representation of CUSD in Various Special Ed Matters	7/01/2014-6/30/2015	\$ 150,000.00
TOTAL						\$	1,440,000.00

AMENDMENT RATIFICATIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION	FINANCIAL IMPACT
ICA	1314040	5	General Fund	Jeffrey Bristow	Provide Consulting and Coaching/Mentoring CUSD Employees	Increase Contract Amount from \$38,000 to \$39,780	\$ 1,780.00
ICA	1314132	3	Title 1 SES	The Parent Institute for Quality Education	Provide Parent Training Course for Parents to Address Educational Needs of School Aged Children	Increase Contract Amount from \$10,000 to \$60,000	\$ 50,000.00
TOTAL						\$	51,780.00

JUNE 11, 2014 BOARD MEETING
DISTRICT STANDARDIZED
INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

ICA - Independent Contractors Agreement

PSA - Professional Services Agreement

MC- Master Contract

Pillar 1 Community Relations

Pillar 2 Safe & Healthy Schools

Pillar 3 Academic Achievement & Enrichment

Pillar 4 Character Development

Pillar 5 Effective Operations

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



MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 12, 2014, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

ALPINE ACADEMY

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2014 through June 30, 2015.

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

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

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

"DISTRICT"

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date:

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address _____

FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR Alpine Academy CONTRACTOR NUMBER 77-76422-6130900 2014-2015
(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 8 classrooms If blank, the number shall be as determine by CDE Certification.

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

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

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	<u>\$160.00</u>	<u>Daily</u>
Basic Education Program/Dual Enrollment		

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

B. Related Services

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

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

**By credentialed Special Education Teacher.



MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of June 12, 2014, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor").

CATHEDRAL HOME FOR CHILDREN MAE OLSON EDUCATION CENTER

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2014 through June 30, 2015.

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

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

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

"DISTRICT"

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

"CONTRACTOR"

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

EXHIBIT A: RATES

CONTRACTOR Cathedral Home for Children CONTRACTOR 77-76422-6130975 2014-2015
Mae Olson Education Center NUMBER
(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 4 classrooms If blank, the number shall be as determine by CDE Certification.

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

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

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

Rate	Period
\$152.00	Daily

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

B. Related Services

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Transportation – Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	_____	_____
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech – Consultation Rate	_____	_____
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	_____	_____
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
(8)	Physical Therapy	_____	_____
(9)	a. Behavior Intervention	_____	_____
	b. Behavior Intervention – Supervision	_____	_____
	Provided by: _____	_____	_____
(10)	Nursing Services	_____	_____
(12)	Residential Board and Care	\$215.00	Daily
(13)	Residential Mental Health Services	\$155.00	Daily

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

**By credentialed Special Education Teacher.



MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 12, 2014, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

CHILEDA

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2014 through June 30, 2015.

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

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

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

"DISTRICT"

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date:

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address _____

FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR Chileda CONTRACTOR 77-76422-6130983 2014-2015
NUMBER
 (NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 9 classrooms If blank, the number shall be as determine by CDE Certification.

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

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

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	<u>\$159.41</u>	<u>Daily</u>
Basic Education Program/Dual Enrollment	_____	_____

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

B. Related Services

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Transportation – Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	_____	_____
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech – Consultation Rate	_____	_____
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	_____	_____
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy – Consultation Rate	_____	_____
(8)	Physical Therapy	_____	_____
(9)	a. Behavior Intervention	_____	_____
	b. Behavior Intervention – Supervision	_____	_____
(10)	Nursing Services	_____	_____
(12)	Residential Board and Care	<u>\$226.12</u>	<u>Daily</u>
(13)	Residential Mental Health Services	<u>\$139.11</u>	<u>Daily</u>

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

**By credentialed Special Education Teacher.



MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 12, 2014, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

CLARINDA ACADEMY

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2014 through June 30, 2015.

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

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

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

"DISTRICT"

"CONTRACTOR"

By: _____

By: _____

Name: Terry Fluent

Name: _____

Title: Director, Purchasing

Title: _____

Board Approval Date: _____

Email address _____

FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR Clarinda Academy CONTRACTOR NUMBER 77-76422-0117135 2014-2015
(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 22 classrooms If blank, the number shall be as determined by CDE Certification.

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

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

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

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

B. Related Services

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

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

**By credentialed Special Education Teacher.



MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of June 12, 2014, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor").

DEVEREUX CLEO WALLACE

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2014 through June 30, 2015.

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

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

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

"DISTRICT"

"CONTRACTOR"

By: _____

By: _____

Name: Terry Fluent

Name: _____

Title: Director, Purchasing

Title: _____

Board Approval Date:

Email address _____

FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR Devereux Cleo Wallace CONTRACTOR 77-76422-6131049 2014-2015
NUMBER
 (NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 10 classrooms If blank, the number shall be as determine by CDE Certification.

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

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

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

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

B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Transportation – Dual Enrollment		
	d. Public Transportation		
	e. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of _____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of _____		
	c. Adapted Physical Education – Group of _____		
(4)	a. Language and Speech Therapy – Individual		
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
(10)	Nursing Services		
(12)	Residential Board and Care	<u>\$204.97</u>	<u>Daily</u>
(13)	Residential Mental Health Services	<u>\$153.47</u>	<u>Daily</u>

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

**By credentialed Special Education Teacher.



MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 12, 2014, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

DEVEREUX SCHOOL OF VIERA

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2014 through June 30, 2015.

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

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

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

"DISTRICT"

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address: _____

FEIN/SSN: _____

EXHIBIT A: RATES

CONTRACTOR Devereux School of Viera CONTRACTOR 77-76422-0112599 2014-2015
(NONPUBLIC SCHOOL OR AGENCY) NUMBER (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 15 classrooms If blank, the number shall be as determine by CDE Certification.

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

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

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

Rate	Period
\$125.00	Daily

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

B. Related Services

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Transportation – Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	_____	_____
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech – Consultation Rate	_____	_____
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	\$27.00	Per hour
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy – Consultation Rate	_____	_____
(8)	Physical Therapy	_____	_____
(9)	a. Behavior Intervention	_____	_____
	b. Behavior Intervention – Supervision	_____	_____
	Provided by: _____	_____	_____
(10)	Nursing Services	_____	_____
(12)	Residential Board and Care	\$226.00	Daily
(13)	Residential Mental Health Services	\$186.00	Daily

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



MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 12, 2014, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

MINGUS MOUNTAIN ACADEMY

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2014 through June 30, 2015.

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

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

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

"DISTRICT"

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

"CONTRACTOR"

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

EXHIBIT A: RATES

CONTRACTOR Mingus Mountain Academy CONTRACTOR 77-76422-0119776 2014-2015
NUMBER
 (NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

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

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

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

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

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

B. Related Services

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

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

**By credentialed Special Education Teacher.



MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of June 12, 2014, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor").

WOODWARD ACADEMY

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2014 through June 30, 2015.

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

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

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

"DISTRICT"

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date:

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address _____

FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR Woodward Academy CONTRACTOR 77-76422-0117549 2014-2015
 (NONPUBLIC SCHOOL OR AGENCY) NUMBER (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 22 classrooms If blank, the number shall be as determine by CDE Certification.

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

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

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

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

B. Related Services

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

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

**By credentialed Special Education Teacher.



MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 12, 2014, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

YELLOWSTONE BOYS AND GIRLS RANCH

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2014 through June 30, 2015.

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

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

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

"DISTRICT"

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date:

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address _____

FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR Yellowstone Boys and Girls Ranch CONTRACTOR 77-76422-6131254 2014-2015
(NONPUBLIC SCHOOL OR AGENCY) NUMBER (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 22 classrooms If blank, the number shall be as determine by CDE Certification.

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

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

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

Rate	Period
\$110.00	Daily

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

B. Related Services

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

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

**By credentialed Special Education Teacher.



MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 12, 2014 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

KIDS INSTITUTE FOR DEVELOPMENT AND ADVANCEMENT

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2014 through June 30, 2015.

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.

[**X**] Master Contract [] 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:

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address _____

FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR	Kids Institute for Development and Advancement	CONTRACTOR NUMBER	1A-30-179	2014-2015
(NONPUBLIC SCHOOL OR AGENCY)		(CONTRACT YEAR)		

Per CDE Certification, total enrollment may not exceed 10 Students **If blank, the number shall be as determine by CDE Certification.**

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

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

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

Rate	Period
\$225.00	Daily

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

B. Related Services

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Transportation – Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	\$125.00	Per hour
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech – Consultation Rate	_____	_____
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	\$ 20.00	Per hour
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	\$125.00	Per hour
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy – Consultation Rate	_____	_____
(8)	Physical Therapy	_____	_____
(9)	a. Behavior Intervention	\$ 70.00	Per hour
	b. Behavior Intervention – Supervision	\$ 90.00	Per hour
(10)	Nursing Services	_____	_____
(12)	Residential Board and Care	_____	_____
(13)	Residential Mental Health Services	_____	_____

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

**By credentialed Special Education Teacher.



MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 12, 2014 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

APPROACH LEARNING AND ASSESSMENT CENTER, dba THERAPEUTIC EDUCATION CENTER

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2014 through June 30, 2015.

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

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

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

"DISTRICT"

"CONTRACTOR"

By: _____

By: _____

Name: Terry Fluent

Name: _____

Title: Director, Purchasing

Title: _____

Board Approval Date:

Email address _____

FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR	Approach Learning and	CONTRACTOR	30-66621-	2014-2015
	Assessment Center, dba	NUMBER	7102924	
	Therapeutic Education Center			
(NONPUBLIC SCHOOL OR AGENCY)			(CONTRACT YEAR)	

Per CDE Certification, total enrollment may not exceed 10 Classrooms If blank, the number shall be as determine by CDE Certification.

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

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

Rate	Period
\$163.00	Daily

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

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

B. Related Services

(1)	a. Transportation – Round Trip	\$ 42.00	Daily
	b. Transportation – One Way	\$ 52.00	Daily
	c. Transportation – Dual Enrollment	\$ 62.00	Daily
	d. Public Transportation		
	e. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of _____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of _____		
	c. Adapted Physical Education – Group of _____		
(4)	a. Language and Speech Therapy – Individual		
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	\$105.00	Daily
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
(10)	Nursing Services		
(12)	Residential Board and Care		
(13)	Residential Mental Health Services		

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

**By credentialed Special Education Teacher.



MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 12, 2014 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

OCEAN VIEW

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2014 through June 30, 2015.

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

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

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

"DISTRICT"

"CONTRACTOR"

By: _____

By: _____

Name: Terry Fluent

Name: _____

Title: Director, Purchasing

Title: _____

Board Approval Date: _____

Email address _____

FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR Ocean View CONTRACTOR NUMBER 30-73635- 2014-2015
7098866
 (NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 4 Classrooms If blank, the number shall be as determine by CDE Certification.

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

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

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	<u>\$152.00</u>	<u>Daily</u>
Basic Education Program/Dual Enrollment	_____	_____

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

B. Related Services

(1)	a. Transportation – Round Trip	<u>\$ 60.00</u>	<u>Daily</u>
	b. Transportation – One Way	_____	_____
	c. Transportation – Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Counseling and Guidance Services	<u>\$120.00</u>	<u>Per hour</u>
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Development & Remediation	<u>\$120.00</u>	<u>Per hour</u>
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech – Consultation Rate	_____	_____
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	<u>\$110.00</u>	<u>Daily</u>
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy – Consultation Rate	_____	_____
(8)	Physical Therapy	_____	_____
(9)	a. Behavior Intervention	_____	_____
	b. Behavior Intervention – Supervision	_____	_____
	Provided by: _____	_____	_____
(10)	Nursing Services	_____	_____
(12)	Residential Board and Care	_____	_____
(13)	Residential Mental Health Services	_____	_____

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



MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 12, 2014 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

BLIND CHILDREN'S LEARNING CENTER

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2014 through June 30, 2015.

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

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

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

"DISTRICT"

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date:

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address: _____

FEIN/SSN: _____

EXHIBIT A: RATES

CONTRACTOR	Blind Children's Learning	CONTRACTOR	30-66670-	2014-2015
	Center	NUMBER	6130561	
(NONPUBLIC SCHOOL OR AGENCY)			(CONTRACT YEAR)	

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

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

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

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

Rate	Period
\$139.00	Daily

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

B. Related Services

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

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

**By credentialed Special Education Teacher.



MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 12, 2014 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

MARDAN SCHOOL

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2014 through June 30, 2015.

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

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

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

"DISTRICT"

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date:

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address _____

FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR Mardan School CONTRACTOR 30-73650-6937278 2014-2015
NUMBER
(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 7 Classrooms If blank, the number shall be as determine by CDE Certification.

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

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

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	<u>\$172.00</u>	<u>Daily</u>
Basic Education Program/Dual Enrollment	_____	_____

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

B. Related Services

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

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



MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 12, 2014 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

SPEECH AND LANGUAGE DEVELOPMENT CENTER

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2014 through June 30, 2015.

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

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

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

"DISTRICT"

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date:

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address: _____

FEIN/SSN: _____

EXHIBIT A: RATES

CONTRACTOR	Speech and Language Development Center	CONTRACTOR R NUMBER	30-66472-6937437	2014-2015
(NONPUBLIC SCHOOL OR AGENCY)			(CONTRACT YEAR)	

Per CDE Certification, total enrollment may not exceed 21 Classrooms If blank, the number shall be as determine by CDE Certification.

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

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

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	<u>\$145.00</u>	<u>Daily</u>
Basic Education Program/Dual Enrollment		

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

B. Related Services

(1)	a. Transportation – Buena Park & cities w/common boundary	<u>\$34.00</u>	<u>Daily</u>
	b. Transportation – Cities w/o a common boundary w/Buena Park	<u>\$40.50</u>	<u>Daily</u>
	c. Transportation – Dual Enrollment		
	d. Public Transportation		
	e. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of _____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual	<u>\$83.00</u>	<u>Per hour</u>
	b. Adapted Physical Education – Group of _____		
	c. Adapted Physical Education – Group of _____		
(4)	a. Language and Speech Therapy – Individual	<u>\$83.00</u>	<u>Per hour</u>
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	<u>\$14.00</u>	<u>Per hour</u>
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual	<u>\$83.00</u>	<u>Per hour</u>
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy	<u>\$83.00</u>	<u>Per hour</u>
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	Provided by: _____		
(10)	Auditory Training	<u>\$75.00</u>	<u>Per hour</u>
(12)	Residential Board and Care		
(13)	Residential Mental Health Services		



MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 12, 2014 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

SPECTRUM CENTER ROSSIER PARK ELEMENTARY

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2014 through June 30, 2015.

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

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

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

"DISTRICT"

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date:

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address _____

FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR Spectrum Center Rossier CONTRACTOR 30-66621-6130553 2014-2015
Park Elementary NUMBER
(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 8 Classrooms If blank, the number shall be as determine by CDE Certification.

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

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

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

Rate	Period
<u>\$158.50</u>	<u>Daily</u>

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

B. Related Services

(1)	a. Transportation – Round Trip Zone 1	<u>\$36.50</u>	<u>Daily</u>
	b. Transportation – Round Trip Zone 2	<u>\$42.00</u>	<u>Daily</u>
	c. Transportation – Round Trip Zone 3	<u>\$47.00</u>	<u>Daily</u>
	d. Transportation – Round Trip Zone 4T	<u>\$57.00</u>	<u>Daily</u>
	e. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of _____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual	<u>\$66.00</u>	<u>Per hour</u>
	b. Adapted Physical Education – Group of _____		
	c. Adapted Physical Education – Group of _____		
(4)	a. Language and Speech Therapy – Individual	<u>\$90.00</u>	<u>Per hour</u>
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	<u>\$15.50</u>	<u>Per hour</u>
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	Provided by: _____		
(10)	Nursing Services		
(12)	Residential Board and Care		
(13)	Residential Mental Health Services		



MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of June 12, 2014 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor").

BEACON DAY SCHOOL

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2014 through June 30, 2015.

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

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

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

"DISTRICT"

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date:

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address _____

FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR Beacon Day School CONTRACTOR 30-66456-6130520 2014-2015
NUMBER
 (NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 6 Classrooms If blank, the number shall be as determine by CDE Certification.

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

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

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	<u>\$196.14</u>	<u>Daily</u>
Basic Education Program/Dual Enrollment	_____	_____

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

B. Related Services

(1) a. Transportation	\$40.00 = \$2.50 per mile	Per Day
b. Transportation – One Way	_____	_____
c. Transportation – Dual Enrollment	_____	_____
d. Public Transportation	_____	_____
e. Parent*	_____	_____
(2) a. Educational Counseling – Individual	_____	_____
b. Educational Counseling – Group of _____	_____	_____
c. Counseling – Parent	_____	_____
(3) a. Adapted Physical Education – Individual	_____	_____
b. Adapted Physical Education – Group of _____	_____	_____
c. Adapted Physical Education – Group of _____	_____	_____
(4) a. Language and Speech Therapy – Individual	<u>\$100.00</u>	Per hour
b. Language and Speech Therapy – Group of 2	_____	_____
c. Language and Speech Therapy – Group of 3	_____	_____
d. Language and Speech Therapy – Per diem	_____	_____
e. Language and Speech – Consultation Rate	_____	_____
(5) a. Behavior Interventionist/Aide	<u>\$ 35.00</u>	Per hour
b. Additional Instructional Assistant – Group of 2	_____	_____
c. Additional Instructional Assistant – Group of 3	_____	_____
(6) Intensive Special Education Instruction**	_____	_____
(7) a. Occupational Therapy – Individual	<u>\$100.00</u>	Per hour
(8) Physical Therapy	<u>\$100.00</u>	Per hour
(9) a. Behavior Intervention	_____	_____
b. Behavior Intervention – Supervision	_____	_____
Provided by: _____	_____	_____
(10) Nursing Services	_____	_____
(12) Residential Board and Care	_____	_____
(13) Residential Mental Health Services	_____	_____

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

**By credentialed Special Education Teacher.



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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 12 day of JUNE 2014, by and between Mr. Clean Maintenance Sytems, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

The CONTRACTOR and the DISTRICT do hereby contract and agree as follows:

1. The Contractor shall furnish the District for an amount not to exceed \$ 8,371.24 the following:
San Juan Hills High School, Main & Auxiliary Gymnasium - routine and usual maintenance for the preservation
a protection of gymnasium floors
2. The term of the Contract shall begin on June 23, 2014 and end Upon Completion of Work.
3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
4. Inspection shall be performed by the Director, Maintenance and Operations or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

7. This Contract includes all Contract Documents as indicated below:

- ☐ W-9 Request for Taxpayer Identification Number and Certification
- ☒ Quote/Proposal, dated 2/13/2014
- ☐ Plans and Specifications/Scope of Work
- ☐ Worker's Compensation Certificate
- ☐ Purchase Order Number _____
- ☒ Liability Insurance Certificate
- ☒ Guarantee
- ☐ Certification by Contractor of Criminal Records Check
- ☐ Contractor's Certificate Regarding Non-Asbestos Containing Materials
- ☐ Payment Bond \$ _____
- ☐ Faithful Performance Bond \$ _____
- ☐ California State Contractor's License Number _____
- ☐ Drug-Free Workplace Certification
- ☐ Tobacco Use Policy
- ☒ Other Compliance with Safety Regulations

8. IN WITNESS WHEREOF, said parties have executed this Contract as of the date first written above.

CAPISTRANO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Terry Fluent
Print Name

Print Name

Director, Purchasing
Title

Title

Contractor's License No.

Tax ID/Social Security No.

(Corporate Seal, if Incorporated)

"Making Your World Presentable"

MR. CLEAN

Maintenance Systems

PO Box 31
Colton, CA 92324

Tel: 909.879.1160

Fax: 909.879.1155

www.mrcleansystems.com

CA CL#798720

February 13, 2014

Larry Vernaza
Capistrano Unified School District
32972 Calle Perfecto
San Juan Capistrano, California 92675

Re. Gym Floor Maintenance Services

Dear Mr. Vernaza,

Mr. Clean Maintenance Systems is pleased to present you with the following proposal for the San Juan Hills High School Gymnasium: 006

Our coating service process includes the following:

- 1) The floor will be properly screened with "Intensive Floor Treatment". IFT is an aggressive cleaner that will easily remove ground-in dirt, body oils, shoe marks, ball scuffs, spilled beverages, etc. IFT is the first step in a two-part cleaning process to prepare floors for the TyKote Dustless Recoating System.
- 2) The floor will then be cleaned with Squeaky. This is tough on dirt, gentle on floors and cleans without leaving a residue. Squeaky is an excellent commercial-grade cleaner for all wood and laminate floors. This is a pre-cleaner during the finish or recoating process, and it's the second step in the two-part cleaning process.
- 3) The first coating is applied "Tykote" which acts as the bonding agent between the existing floor and the new top coat.
- 4) Two coats of "Basic Hydroline Plus Gloss" is applied to the floor.
- 5) We recommend a minimum cure time of 48 hours for accessing the gym floor and a recommendation of a minimum 72 hours before played on. **No matting should be placed on the floor for two weeks upon completion of services.**

Please note that for each floor we will require three complete days to provide the service proposed. We will also require the assistance of designated school maintenance personnel to control the air conditioning system in the rooms we are providing services to.

Mr. Larry Vernaza
Capistrano Unified School District
Page 2

Gymnasium Floor Maintenance Proposal Continued:

The following are the costs for the coating service at San Juan Hills High School:

San Juan Hills High School

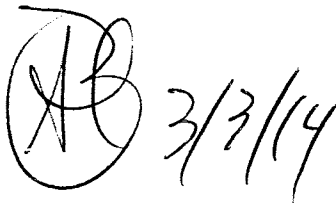
Main gym square footage: 12,957-Coating Services \$5,571.51

Auxiliary gym square footage: 6,511-Coating Services \$2,799.73

Total for all services above: \$8,371.24

Upon review, please contact us if you have any questions. Please note that a purchase order will be required prior to commencement of services.

Sincerely,
Pam Costa
Mr. Clean Maintenance Systems

A handwritten signature, likely of Pam Costa, is written in a cursive style. To the right of the signature, the date "3/3/14" is written in a similar handwritten style.



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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 12 day of June 2014, by and between Vanguard Flooring, Incorporated, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

The CONTRACTOR and the DISTRICT do hereby contract and agree as follows:

1. The Contractor shall furnish the District for an amount not to exceed \$4,590.00 the following:
Ladera Ranch Middle School - flooring installation in five (5) Portable Classrooms

2. The term of the Contract shall begin on June 12, 2014 and end Upon Completion of Work.
3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
4. Inspection shall be performed by the Director, Construction or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

7. This Contract includes all Contract Documents as indicated below:

- ☐ W-9 Request for Taxpayer Identification Number and Certification
- ☒ Quote/Proposal, dated 4/24/2014
- ☐ Plans and Specifications/Scope of Work
- ☐ Worker's Compensation Certificate
- ☐ Purchase Order Number _____
- ☒ Liability Insurance Certificate
- ☒ Guarantee
- ☐ Certification by Contractor of Criminal Records Check
- ☐ Contractor's Certificate Regarding Non-Asbestos Containing Materials
- ☐ Payment Bond \$ _____
- ☐ Faithful Performance Bond \$ _____
- ☐ California State Contractor's License Number _____
- ☐ Drug-Free Workplace Certification
- ☐ Tobacco Use Policy
- ☐ Other _____

8. IN WITNESS WHEREOF, said parties have executed this Contract as of the date first written above.

CAPISTRANO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Terry Fluent
Print Name

Print Name

Director, Purchasing
Title

Title

Contractor's License No.

Tax ID/Social Security No.

(Corporate Seal, if Incorporated)

Exhibit A
VANGUARD FLOORING. INC.
 LICENSED FLOORING CONTRACTOR # 939939

Business Address
 24156 Vista D'Oro
 Monarch Beach, CA. 92629
 PH 949-257-3635
 FX 949-481-0959

Attn: Larry Vernaza **Phone:** 949-279-4936
Date: April 24, 2014 **Fax:**

SOLD TO:

Capo USD
 32972 Calle Perfecto
 San Juan Capistrano, CA. 92675

PROJECT:

Ladera Ranch MS
 29551 Siorra Pkwy
 Ladera Ranch, CA. 92694
 New Portable Install 5 Total

LINE ITEM PROPOSAL

FURNISH AND INSTALL:

Install carpet	535	sy	@	5.00	\$2,675.00
Install geotile	15	sy	@	6.00	\$90.00
Floor prep	15	hr	@	55.00	\$825.00
Supply and install 4" rubber base	625	lf	@	1.60	\$1,000.00


Total Price Including Tax: \$4,590.00

Qualifications/Alternates

Price

Bid price excludes excessive floor preparation, furniture moving, removal of existing flooring, cleaning, waxing, or protection unless noted. All work to be performed during normal working hours Monday-Friday unless noted.

Estimate provided by: Derrick Mandoza
Phone: 949-257-3635

Accepted

Date

Terms:

Remainder: net 30 days (upon completion)



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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 12 day of June 2014, by and between Vanguard Flooring, Incorporated, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

The CONTRACTOR and the DISTRICT do hereby contract and agree as follows:

1. The Contractor shall furnish the District for an amount not to exceed \$ 9,180.00 the following:
San Juan Hills High School - flooring installation in ten (10) Portable Classrooms

2. The term of the Contract shall begin on June 12, 2014 and end Upon Completion of Work.
3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
4. Inspection shall be performed by the Director, Construction or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

7. This Contract includes all Contract Documents as indicated below:

- ☐ W-9 Request for Taxpayer Identification Number and Certification
- ☒ Quote/Proposal, dated 4/24/2014
- ☐ Plans and Specifications/Scope of Work
- ☐ Worker's Compensation Certificate
- ☐ Purchase Order Number _____
- ☒ Liability Insurance Certificate
- ☒ Guarantee
- ☐ Certification by Contractor of Criminal Records Check
- ☐ Contractor's Certificate Regarding Non-Asbestos Containing Materials
- ☐ Payment Bond \$ _____
- ☐ Faithful Performance Bond \$ _____
- ☐ California State Contractor's License Number _____
- ☐ Drug-Free Workplace Certification
- ☐ Tobacco Use Policy
- ☐ Other _____

8. IN WITNESS WHEREOF, said parties have executed this Contract as of the date first written above.

CAPISTRANO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Terry Fluent
Print Name

Print Name

Director, Purchasing
Title

Title

Contractor's License No.

Tax ID/Social Security No.

(Corporate Seal, if Incorporated)

Exhibit A
VANGUARD FLOORING, INC.
 LICENSED FLOORING CONTRACTOR # 939939

Business Address
 24156 Vista D'Oro
 Monarch Beach, CA. 92629
 PH 949-257-3635
 FX 949-481-0959

Attn: Larry Vernaza **Phone:** 949-279-4936
Date: April 24, 2014 **Fax:**

SOLD TO:	PROJECT:
Capo USD	San Juan Hills HS
32972 Calle Perfecto	29211 Vista Montana
San Juan Capistrano, CA. 92675	San Juan Capistrano, CA. 92675
	New Portable Install 10 Total

LINE ITEM PROPOSAL

FURNISH AND INSTALL:

Install carpet	1070 sy @	5.00	\$5,350.00
Install geotile	30 sy @	6.00	\$180.00
Floor prep	30 hr @	55.00	\$1,650.00
Supply and install 4" rubber base	1250 lf @	1.60	\$2,000.00

OK


Total Price Including Tax: \$9,180.00

Qualifications/Alternates	Price

Bid price excludes excessive floor preparation, furniture moving, removal of existing flooring, cleaning, waxing, or protection unless noted. All work to be performed during normal working hours Monday-Friday unless noted.

Estimate provided by: Derrick Mandoza
Phone: 949-257-3635

Accepted

Date

Terms:

Remainder: net 30 days (upon completion)



MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 12, 2014 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

SPECTRUM CENTER ROSSIER PARK SCHOOL

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2014 through June 30, 2015.

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

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

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

"DISTRICT"

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date:

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address: _____

FEIN/SSN: _____

EXHIBIT A: RATES

CONTRACTOR Spectrum Center- CONTRACTOR 30-66514-6926471 2014-2015
Rossier Park School NUMBER
(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 15 Classrooms If blank, the number shall be as determine by CDE Certification.

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

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

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

Rate	Period
<u>\$158.50</u>	<u>Daily</u>

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

B. Related Services

(1)	a. Transportation – Zone 1	<u>\$36.50</u>	<u>Daily</u>
	b. Transportation – Zone 2	<u>\$42.00</u>	<u>Daily</u>
	c. Transportation – Zone 3	<u>\$47.00</u>	<u>Daily</u>
	d. Transportation – Zone 4	<u>\$57.00</u>	<u>Daily</u>
	e. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of _____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual	<u>\$66.00</u>	<u>Per hour</u>
	b. Adapted Physical Education – Group of _____		
	c. Adapted Physical Education – Group of _____		
(4)	a. Language and Speech Therapy – Individual	<u>\$90.00</u>	<u>Per hour</u>
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	<u>\$15.50</u>	<u>Per hour</u>
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	Provided by: _____		
(10)	Nursing Services		
(12)	Residential Board and Care		
(13)	Residential Mental Health Services		

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

**By credentialed Special Education Teacher.

EXTENSION NO. 2 OF AGREEMENT NO. PSA 1112117

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

DR. PERRY DAVID PASSARO

Professional Services Agreement PSA 1112117 called for an original contract period of May 1, 2012, through June 30, 2013.

The agreement with Dr. Perry David Passaro shall be extended an additional 12 months, for the period July 1, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$5,000.

Except as set forth in this Extension Agreement, and Board approved on May 23, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Dr. Perry David Passaro

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____



ASSESSMENT FEE SCHEDULE

Psycho educational Assessment..... \$2900.00

Independent Educational Evaluation

Includes diagnostic interview, psychological testing, record review, and written report with conclusions and recommendations.

A school and or home visit site visit if needed is billed at an additional \$250 per hour in quarter hour increments. Any travel time will be billed at \$250/hour in one quarter hour increments.

Attendance at Individual Educational Plan meetings..... \$250/hour

Additional billing will be for preparation, record review, consultations, travel time, waiting time and attendance at the meeting.

Psycho educational Assessment Estimated Cost with visitation and IEP attendance..... \$3900.00

Attendance at legal or administrative hearings/meetings..... \$300/hour

Billing will be for preparation, record review, consultations, travel time, waiting time and attendance at the meeting.

Additional Services \$250/hour

Psycho educational Assessment @ Prentice School..... \$2500.00

Independent Educational Evaluation

Includes diagnostic interview, psychological testing, record review, and written report with conclusions and recommendations.

Functional Behavioral Assessment/Behavioral Intervention Plan.....\$2,260.00

Includes diagnostic interview, record review, school and or home visit, written Functional Behavioral Assessment with Behavioral Intervention Plan and attendance at IEP meeting.

Additional Services \$250/hour

1500 QUAIL STREET
SUITE 260
NEWPORT BEACH, CA 92660
(949) 222-2848 • (949) 863-1148 FAX
ANXIETYANDDEPRESSIONCENTER.COM

DENNIS GREENBERGER, PH.D
JANINE SCHROTH, PH.D
PERRY PASSARO, PH.D
LICENSED PSYCHOLOGISTS

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 5/24/12, 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").

DR. PERRY DAVID PASSARO

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 \$10,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

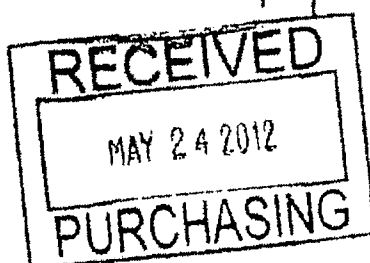
Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Consultant acknowledge,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

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

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

DISTRICT

By: Terry Fluett
Name: Terry Fluett
Title: Director, Purchasing
Board Approval Date: 5/23/12



CONSULTANT

Signature: [Signature]
Name: Perry Passaro
Title: Psychologist
Address: 1500 Quail St. Suite 260
Newport Beach, CA 92660
Email Address: Passaro@anxietyanddepressioncenter.com
FEIN/SSN 187-44-4161

Professional Services Agreement
Capistrano Unified School District



ANXIETY AND DEPRESSION CENTER
COGNITIVE BEHAVIOR THERAPY SPECIALISTS

ASSESSMENT FEE SCHEDULE

Psycho educational Assessment..... \$2750.00

Independent Educational Evaluation

Includes diagnostic interview, psychological testing, record review, and written report with conclusions and recommendations.

A school and or home visit site visit if needed is billed at an additional \$250 per hour in quarter hour increments. Any travel time will be billed at \$250/hour in one quarter hour increments.

Attendance at Individual Educational Plan meetings..... \$250/hour

Additional billing will be for preparation, record review, consultations, travel time, waiting time and attendance at the meeting.

Psycho educational Assessment Estimated Cost with visitation and IEP attendance..... \$3750.00

Attendance at legal or administrative hearings/meetings..... \$300/hour


Billing will be for preparation, record review, consultations, travel time, waiting time and attendance at the meeting.

Additional Services \$250/hour

Functional Behavioral Assessment/Behavioral Intervention Plan.....\$2,260.00

Includes diagnostic interview, record review, school and or home visit, written Functional Behavioral Assessment with Behavioral Intervention Plan and attendance at IEP meeting.

Additional Services \$250/hour

By: 

Date: 5-21-12

1500 QUAIL STREET
 SUITE 260
 NEWPORT BEACH, CA 92660
 (949) 222-2848 • (949) 863-1148 FAX
 ANXIETYANDDEPRESSIONCENTER.COM

DENNIS GREENBERGER, PH.D
 JANINE SCHROTH, PH.D
 PERRY PASSARO, PH.D
 LICENSED PSYCHOLOGISTS

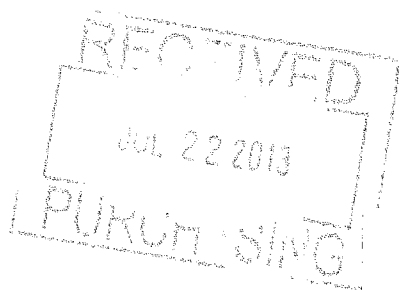
SPECIAL CONDITIONS
EXHIBIT B

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: 5-21-12



EXTENSION NO. 1 OF AGREEMENT NO. PSA 1112117

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

DR. PERRY DAVID PASSARO

Professional Services Agreement PSA 1112117 called for an original contract period of May 1, 2012 through June 30, 2013.

The agreement with Perry David Passaro shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$5,000.

Except as set forth in this Extension Agreement, and Board approved on May 23, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Dr. Perry David Passaro

By: 
Signature

Terry Fluent

Director, Purchasing

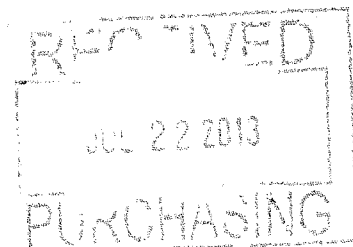
Date: 7/29/13

By: 
Signature

Perry Passaro
Print Name

Psychologist
Title

Date: 7/17/13





ANXIETY AND DEPRESSION CENTER

COGNITIVE BEHAVIOR THERAPY SPECIALISTS

ASSESSMENT FEE SCHEDULE

Psycho educational Assessment..... \$2900.00

Independent Educational Evaluation

Includes diagnostic interview, psychological testing, record review, and written report with conclusions and recommendations.

A school and or home visit site visit if needed is billed at an additional \$250 per hour in quarter hour increments. Any travel time will be billed at \$250/hour in one quarter hour increments.

Attendance at Individual Educational Plan meetings..... \$250/hour

Additional billing will be for preparation, record review, consultations, travel time, waiting time and attendance at the meeting.

Psycho educational Assessment Estimated Cost with visitation and IEP attendance..... \$3900.00

Attendance at legal or administrative hearings/meetings..... \$300/hour

Billing will be for preparation, record review, consultations, travel time, waiting time and attendance at the meeting.

Additional Services \$250/hour

Psycho educational Assessment @ Prentice School..... \$2500.00

Independent Educational Evaluation

Includes diagnostic interview, psychological testing, record review, and written report with conclusions and recommendations.

Functional Behavioral Assessment/Behavioral Intervention Plan.....\$2,260.00

Includes diagnostic interview, record review, school and or home visit, written Functional Behavioral Assessment with Behavioral Intervention Plan and attendance at IEP meeting.

Additional Services \$250/hour

1500 QUAIL STREET

SUITE 260

NEWPORT BEACH, CA 92660

(949) 222-2848 • (949) 863-1148 FAX

ANXIETYANDDEPRESSIONCENTER.COM

DENNIS GREENBERGER, PH.D

JANINE SCHROTH, PH.D

PERRY PASSARO, PH.D

LICENSED PSYCHOLOGISTS

EXTENSION NO. 2 OF AGREEMENT PSA 1213039

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BOWIE, ARNESON, WILES & GIANNONE

Professional Services Agreement No. PSA 1213039 called for an original contract period of July 1, 2012, through June 30, 2013.

The agreement with Bowie, Arneson, Wiles, & Giannone shall be extended an additional 12 months, for the period July 1, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$400,000.

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

Capistrano Unified School District

Bowie, Arneson, Wiles & Giannone

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

EXHIBIT A
BOWIE, ARNESON, WILES & GIANNONE

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
ATTORNEYS AT LAW

ALEXANDER BOWIE*
JOAN C. ARNESON
WENDY H. WILES*
PATRICIA B. GIANNONE
ROBERT E. ANSLOW
BRIAN W. SMITH
JEFFREY A. HOSKINSON
JEFFREY W. FREY
LYNH N. NGUYEN
AMANDA A. POPE
MATTHEW NICHOLS
*A PROFESSIONAL CORPORATION

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

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

REF. OUR FILE

May 19, 2014

Alexander Bowie (AB)	Partner	\$235.00
Joan C. Arneson (JCA)	Partner	\$235.00
Wendy H. Wiles (WHW)	Partner	\$235.00
Patricia B. Giannone (PBG)	Partner	\$235.00
Robert E. Anslow (REA)	Partner	\$235.00
Brian W. Smith (BWS)	Partner	\$235.00
Jeffrey A. Hoskinson (JAH) ¹	Partner	\$235.00
Jeffrey A. Hoskinson (JAH) ¹	Senior Associate	\$205.00
Jeffrey W. Frey (JWF) ²	Senior Associate	\$205.00
Jeffrey W. Frey (JWF) ²	Associate	\$195.00
Lynh N. Nguyen (LNN)	Associate	\$195.00
Amanda A. Pope (AAP)	Associate	\$195.00
Matthew Nichols (MN)	Associate	\$195.00
Irene Dehart (ID)	Paralegal	\$ 75.00
Lisa Keller (LK)	Paralegal	\$ 75.00
Pam Smith (PS)	Paralegal	\$ 75.00
Linda Wolf (LW)	Paralegal	\$ 75.00

¹ Jeff Hoskinson – Senior Associate thru 12.31.13; Partner effective 1.1.14
² Jeffrey W. Frey – Associate thru 4.30.14; Senior Associate effective 5.1.14



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of June 12, 2012 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

BOWIE, ARNESON, WILES & GIANNONE

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$75,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 6/11/12

CONSULTANT

Signature: Alexander Bowie

Name: Alexander Bowie

Title: Managing Partner

Address: 4920 Campus Drive

Newport Beach, CA 92660

Email Address: abowie@bawg.com

FEIN/SSN 33-0219871

Bowie, Arneson, Wiles & Giannone

2011-2012 Hourly Rates

FOR

CAPISTRANO UNIFIED SCHOOL DISTRICT

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



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES

JOHN M. ALPAY
PRESIDENT

LYNN HATTON
VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED. D.

April 22, 2013

Sent via e-mail abowie@bawg.com

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

Subject: Extension of Contract No. PSA 1213039

Dear Mr. Bowie:

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

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

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

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

BOWIE, ARNESON, WILES & GIANNONE

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

Contract No. PSA 1213039

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

BOWIE, ARNESON, WILES & GIANNONE

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
ATTORNEYS AT LAW

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

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

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

REF. OUR FILE
3003.2

*A PROFESSIONAL CORPORATION

May 7, 2013

VIA E-MAIL

dmantifae@capousd.org

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

Re: Extension of Contract No. PSA 1213039

Dear Ms. Antifae:

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

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

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

Very truly yours,

BOWIE, ARNESON, WILES & GIANNONE

By: 

Alexander Bowie

AB:pk

BAW&G/169715

EXTENSION OF AGREEMENT NO. 1 PSA 1213039

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BOWIE, ARNESON, WILES & GIANNONE

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

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

Capistrano Unified School District

Bowie, Arneson, Wiles & Giannone

By: 
Signature

By: 
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: 7/10/13

Date: _____

EXHIBIT A

BOWIE, ARNESON, WILES & GIANNONE

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

Contract No. PSA 1213039

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

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213039**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BOWIE, ARNESON, WILES, AND GIANNONE

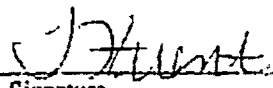
Professional Services Agreement No. PSA 1213039 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Independent Contractor Agreement No. PSA 1213039 shall be amended to \$105,000 for additional services requested by the District.

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

DISTRICT

Capistrano Unified School District

By: 
Signature

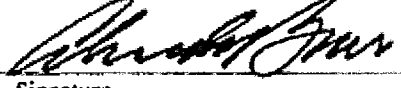
Terry Fluent

Director, Purchasing

Date: 7/2/13

CONSULTANT

Bowie, Arneson, Wiles, and Giannone

By: 
Signature

Alexander Bowie
Print Name

Managing Partner
Title

Date: June 18, 2013

**AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213039**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BOWIE, ARNESON, WILES, AND GIANNONE

Professional Services Agreement No. PSA 1213039 called for services to be rendered at the rates shown in the agreement for July 1, 2012, through June 30, 2013.

The "not to exceed" amount on Independent Contractor Agreement No. PSA 1213039 shall be amended to \$119,957.16 for additional services requested by the District.

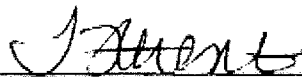
Except as set forth in this Amendment, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.


DISTRICT

CONSULTANT

Capistrano Unified School District

Bowie, Arneson, Wiles, and Giannone

By: 
Signature

By: 
Signature

Terry Fluent

Alexander Bowie

Print Name

Director, Purchasing

Managing Partner

Title

Date: 10/14/13

Date: September 30, 2013

**AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213039**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BOWIE, ARNESON, WILES & GIANNONE

Professional Services Agreement No. PSA 1213039 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Professional Services Agreement No. PSA 1213039 shall be amended to \$180,000, for additional services requested by the District.

Except as set forth in this Amendment, and Board approved on June 12, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Bowie, Arneson, Wiles & Giannone

By: 
Signature

By: 
Signature

Terry Fluent

Alexander Bowie

Print Name

Director, Purchasing

Managing Partner

Title

Date: 3.24.14

Date: February 10, 2014

EXTENSION NO. 2 OF AGREEMENT PSA 1213003

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

HEAR NOW DBA ABRAMSON AUDIOLOGY

Professional Services Agreement No. PSA 1213003 called for an original contract period of July 1, 2012, through June 30, 2013.

The agreement with Hear Now dba Abramson Audiology shall be extended an additional 12 months, for the period July 1, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$2,000.

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

Capistrano Unified School District

Hear Now dba Abramson Audiology

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

EXHIBIT A

FEE SCHEDULE

Hear Now dba Abramson Audiology
28985 Golden Lantern, B-105
Laguna Niguel, CA 92677
(949)433-3327

Auditory Processing Evaluations \$485.00
BAT Program \$395.00
BAT program training \$85.00 per hour

Audiological Services \$85.00 per hour

By:_____ Date:_____

**PROFESSIONAL SERVICES AGREEMENT**

This Agreement for Professional Services ("Agreement") is effective as of 6/12/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

HEAR NOW DBA ABRAMSON AUDIOLOGY

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 \$60,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Flunt

Name: Terry Flunt

Title: Director, Purchasing

Board Approval Date: 6/11/12

CONSULTANT

Signature: Maria Abramson

Name: MARIA ABRAMSON

Title: Doctor of Audiology

Address: 28985 Golden Center

Suite B105 Laguna Niguel

Email Address: abramsonc@cox.net 92677

FEIN/SSN 57-1154247

EXHIBIT A
FEE SCHEDULE

Hear Now dba Abramson Audiology
28985 Golden Lantern, B-105
Laguna Niguel, CA 92677
(949) 495-3327 phone
(949)495-3328 fax
Email: abramson@cox.net

Auditory Processing Evaluations \$485.00
BAT Program \$395.00
BAT program training \$85.00 per hour

Audiological Services \$85.00 per hour
Legal Audiological Services \$185.00 per hour

By: Maria Abramson Date: 5/22/12

Signature  Date 5/22/12

**SPECIAL
CONDITIONS**

Scope of Practice and Release of Assessment Documentation

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

Upon 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: Maria Abramson ... Date: 5/17/10



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES
JOHN M. ALPAY
PRESIDENT

LYNN HATTON
VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

April 22, 2013

Sent via e-mail Abramson@cox.net

Hear Now DBA Abramson Audiology
28985 Golden Lantern, Suite B105
Laguna Niguel, CA 92677
Attention: Maria Abramson

Subject: Extension of Contract No. PSA 1213004

Dear Ms. Abramson:

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

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

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

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

EXTENSION OF AGREEMENT NO. PSA 1213003

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

HEAR NOW DBA ABRAMSON AUDIOLOGY

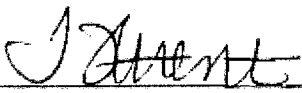
Professional Services Agreement No. PSA 1213003 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Hear Now dba Abramson Audiology shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$2,000.

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

Capistrano Unified School District

Hear Now dba Abramson Audiology

By: 
Signature

By: 
Signature

Terry Fluent

Print Name

Director, Purchasing

Doctor of Audiology

Title

Date: 7/15/13

Date: _____

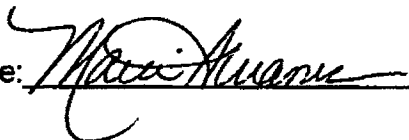
EXHIBIT A

FEE SCHEDULE

Hear Now dba Abramson Audiology
28985 Golden Lantern, B-105
Laguna Niguel, CA 92677
949 495-3327
949 495-3328

Auditory Processing Evaluations \$485.00
Audiological Services \$85.00 per hour

By: MARIA ABRAMSON Date: May 23, 2013

Signature:  Date: May 23, 2013

EXTENSION NO. 2 OF AGREEMENT PSA 1213004

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

HEAR NOW DBA ABRAMSON AUDIOLOGY

Professional Services Agreement No. PSA 1213004 called for an original contract period of July 1, 2012, through June 30, 2013.

The agreement with Hear Now dba Abramson Audiology shall be extended an additional 12 months, for the period July 1, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$45,000.

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

Capistrano Unified School District

Hear Now dba Abramson Audiology

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

EXHIBIT A

FEE SCHEDULE

Hear Now dba Abramson Audiology
28985 Golden Lantern, B-105
Laguna Niguel, CA 92677
(949)433-3327

Auditory Processing Evaluations \$485.00
BAT Program \$395.00
BAT program training \$85.00 per hour

Audiological Services \$85.00 per hour

By:_____ Date:_____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of 6-12-12 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the consultant listed below ("**Consultant**"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

HEAR NOW DBA ABRAMSON AUDIOLOGY

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$5,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

☒ 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

CONSULTANT

By: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 6/11/12

Signature: Maria Abramson Au

Name: MARIA ABRAMSON HEAR N

Title: DOCTOR OF AUDIOLOGY

Address: 28985 Golden Lantern

Suite B 105 Laguna Niguel

Email Address: abramson@cox.net

FEIN/SSN: 57-1154047

**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: Maui Amonson S.D. Date: 5/17/12

EXHIBIT A
FEE SCHEDULE

Hear Now dba Abramson Audiology
28985 Golden Lantern, B-105
Laguna Niguel, CA 92677
(949) 495-3327 phone
(949) 495-3328 fax
Email: abramson@cox.net

Auditory Processing Evaluations \$485.00
BAT Program \$395.00
BAT program training \$85.00 per hour

Audiological Services \$85.00 per hour
Legal Audiological Services \$185.00 per hour

By: Maria Abramson Date: 5/20/10

Signature  Date 5/20/10



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES

JOHN M. ALPAY
PRESIDENT

LYNN HATTON
VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

April 22, 2013

Sent via e-mail Abramson@cox.net

Hear Now DBA Abramson Audiology
28985 Golden Lantern, Suite B105
Laguna Niguel, CA 92677
Attention: Maria Abramson

Subject: Extension of Contract No. PSA 1213003

Dear Ms. Abramson:

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

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

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

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

SERVING THE COMMUNITIES OF:

ALISO VIEJO • COTO DE CAZA • DANA POINT • LADERA RANCH • LAGUNA NIGUEL • LAS FLORES • MISSION VIEJO

EXTENSION OF AGREEMENT NO. PSA 1213004

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

HEAR NOW DBA ABRAMSON AUDIOLOGY

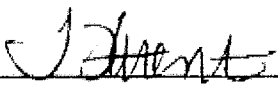
Professional Services Agreement No. PSA 1213004 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Hear Now dba Abramson Audiology shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$60,000.

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

Capistrano Unified School District

Hear Now dba Abramson Audiology

By: 
Signature

By: 
Signature

Terry Fluent

Print Name

Director, Purchasing

DOCTOR OF AUDIOLOGY
Title

Date: 7/15/13

Date: _____

EXHIBIT A

FEE SCHEDULE

Hear Now dba Abramson Audiology
28985 Golden Lantern, B-105
Laguna Niguel, CA 92677
949 495-3327
949 495-3328

Auditory Processing Evaluations \$485.00
Audiological Services \$85.00 per hour

By: MARIA ABRAMSON Date: May 23, 2013

Signature:  Date: May 23, 2013

EXTENSION NO. 2 OF AGREEMENT PSA 1213005

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

DEAFINITELY PROFESSIONAL INTERPRETING SERVICES

Professional Services Agreement PSA 1213005 called for an original contract period of July 1, 2012, through June 30, 2013.

The agreement with Deafinitely Professional Interpreting Services shall be extended an additional 12 months, for the period July 1, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$140,000.

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

Capistrano Unified School District

**Deafinitely Professional Interpreting
Services**

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

EXHIBIT A

FEE SCHEDULE

DEAFinitely Professional Interpreting, a
Division of Goodwill Industries of Orange County
200 N. Fairview
Santa Ana, CA 92703
(714)480-7832

Interpreter services
\$60.00 per hour

Interpreters will provide Interpreting services for individual students or in DHH
classroom.
Interpreting services will be billed at a two (2) hour minimum with the start time based
on that specific request.

By:_____ Date:_____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of 6/12/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the consultant listed below ("**Consultant**"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

DEAFINITELY PROFESSIONAL INTERPRETING SERVICES

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$160,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluett
 Name: Terry Fluett
 Title: Director, Purchasing
 Board Approval Date: 6/11/12

CONSULTANT

Signature: Nancy A. Quarles
 Name: Nancy Quarles
 Title: Vice President, Human Services
 Address: 410 N Fairview
Santa Ana CA 92703
 Email Address: Nancy@OCgoodwill.org
 FEIN/SSN 95-1644018

EXHIBIT A
FEE SCHEDULE

Deafinitely Professional Interpreting, a
Division of Goodwill Industries of Orange county
200 n. Fairview
Santa Ana, CA 92703
(714) 547-6308 X 357
(714) 480-7832
Email: nancy@ocgoodwill.org

Interpreter services
\$60.00 per hour if paid by check

Contractor will invoice district for exact number of hours Interpreting services are
provided to student.

District shall give Contractor 24 hours notice for student absents, if no notice is given
to Contract district shall pay Contractor a maximum two (2) hours for arriving at school
site where services are requested.

By: Nancy A. Grindle Date: 6.25.12

**SPECIAL
CONDITIONS**

Scope of Practice and Release of Assessment Documentation

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

Upon 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: Nancy A. Gmault Date: 6-25-12

AMENDMENT TO MASTER CONTRACT AGREEMENT
NO. PSA 1213005

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

DEAFINITELY PROFESSIONAL INTERPRETING SERVICES

Professional Services Agreement No. PSA 1213005 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Professional Services Agreement No. PSA 1213005 shall be amended to \$162,000 for additional services 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

Deafinitely Professional
Interpreting Services

By: Terry Fluett
Signature

By: Nancy A. Charles
Signature

Terry Fluett

Nancy A Charles
Print Name

Director, Purchasing

V.P. Human Services
Title

Date: 12/17/12

Date: 11-27-12

**AMENDMENT TO MASTER CONTRACT AGREEMENT
NO 2. PSA 1213005**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

DEAFINITELY PROFESSIONAL INTERPRETING SERVICES

Professional Services Agreement No. PSA 1213005 called for services to be rendered at the rates shown in the agreement.

The fee schedule on Professional Services Agreement No. PSA 1213005 shall be amended to include parent 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

**Deafinitely Professional
Interpreting Services**

By: Terry Fluent
Signature

By: Nancy A. Charles
Signature

Terry Fluent

Nancy A. Charles
Print Name

Director, Purchasing

V.P. Human Services
Title

Date: 4/15/13

Date: 4-4-2013

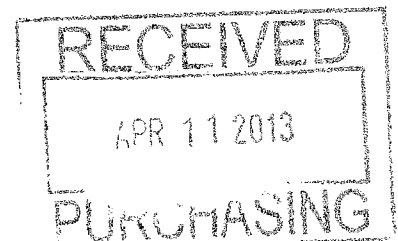


EXHIBIT A
FEE SCHEDULE

DEAFinitely Professional Interpreting, a
Division of Goodwill Industries of Orange County
410 North Fairview Street
Santa Ana, CA 92703
714-547-6308 X357
714-480-7832 (fax)
Email: nancy@ocgoodwill.org

Interpreter Services
\$60.00 per hour, if paid by check

Contractor will invoice District for exact number of hours Interpreting services are provided for students and for parent services.
District shall give Contractor 24 hours notice for student absents, if no notice is given to Contractor, the District shall pay Contractor a minimum of two (2) hours up to the entire requested hours the interpreter was scheduled for arriving at school site where services are requested.

By:

Nancy A. Aguilar

Date:

10/1/11



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES

JOHN M. ALPAY
PRESIDENT

LYNN HATTON
VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

April 22, 2013

Sent via e-mail nancy@ocgoodwill.org

Deafinitely Professional Interpreting Services
410 N Fairview
Santa Ana, CA 92703
Attention: Nancy Quarles

Subject: Extension of Contract No. PSA 1213005

Dear Ms. Quarles:

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

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

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

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

EXTENSION NO. 1 OF AGREEMENT NO. PSA 1213005

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

DEAFINITELY PROFESSIONAL INTERPRETING SERVICES


Professional Services Agreement PSA 1213005 called for an original contract period of July 1, 2012, through June 30, 2013.

The agreement with Deafinitely Professional Interpreting Services shall be extended an additional 12 months, for the period July 1, 2013, through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$120,000.

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

Capistrano Unified School District

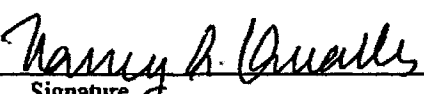
**Deafinitely Professional Interpreting
Services**

By: 
Signature

Terry Fluent

Director, Purchasing

Date: 8/12/13

By: 
Signature

Nancy D. Quarter
Print Name

V.P. Human Services
Title

Date: 7-17-2013

**AMENDMENT TO MASTER CONTRACT AGREEMENT
NO. 3 PSA 1213005**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

DEAFINITELY PROFESSIONAL INTERPRETING SERVICES

Professional Services Agreement No. PSA 1213005 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Professional Services Agreement No. PSA 1213005 shall be amended to \$222,000 for additional services 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

**Deafinitely Professional
Interpreting Services**

By: _____

Signature

Terry Fluent

Director, Purchasing

Date: _____

5/31/13

By: _____

Signature

Print Name

Title

Date: _____

5/10/2013

**AMENDMENT TO MASTER CONTRACT AGREEMENT
NO. 4 PSA 1213005**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

DEAFINITELY PROFESSIONAL INTERPRETING SERVICES

Professional Services Agreement No. PSA 1213005 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Professional Services Agreement No. PSA 1213005 shall be amended to \$248,460 for additional services 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

**Deafinitely Professional
Interpreting Services**

By: Terry Fluent
Signature

Terry Fluent

Director, Purchasing

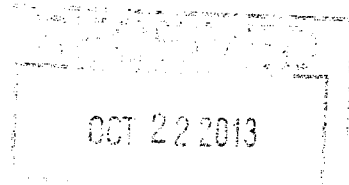
Date: 10/28/13

By: Kim A. Seebach
Signature

Kim A. Seebach
Print Name

COO
Title

Date: 10/16/13



EXTENSION NO. 2 OF AGREEMENT PSA 1213006

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PAUL ALAN DORES, PH.D

Professional Services Agreement No. PSA 1213006 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Paul Alan Dore, PH.D shall be extended an additional 12 months, for the period July 1, 2014 through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$15,000.

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

Capistrano Unified School District

Paul Alan Dore, PH.D

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

EXHIBIT A

FEE SCHEDULE

Paul Alan Does, Phd
P.O. Box 500602
San Diego, CA 92150
(619)679-1407

\$180.00 per hour.

By: _____ Date: _____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of 6/12/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

PAUL ALAN DORES, PH.D

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$15,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluent
 Name: Terry Fluent
 Title: Director, Purchasing
 Board Approval Date: 6/11/12

CONSULTANT

Signature: Paul Alan Dore
 Name: Paul Alan Dore
 Title: Psychologist
 Address: 13135 Old Sycamore Dr.
San Diego, CA 92128
 Email Address: SD.paul.dore@comcast.net
 FEIN/SSN: 548-92-2692

EXHIBIT A
FEE SCHEDULE

Paul Alan Does, PHD
Paul Alan Does, PHD
13135 Old Sycamore Drive
San Diego, CA 92128
619-884-1407
sdiegopaul@aol.com

~~\$200.00~~ per hour

160.00

Signature  Date 6/14/12

Typed or Printed Name PAUL ALAN DOES

**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: 6/24/12



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES

JOHN M. ALPAY
PRESIDENT

LYNN HATTON
VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY MANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

April 22, 2013

Sent via e-mail sdiegopaul@aol.com

Paul Alan Does, PH.D
13135 Old Syracuse Drive
San Diego, CA 92128

Subject: Extension of Contract No. PSA 1213006

Dear Dr. Does:

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

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

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

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

SERVING THE COMMUNITIES OF:

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

EXTENSION OF AGREEMENT NO. PSA 1213006

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PAUL ALAN DORES, PH.D

Professional Services Agreement No. PSA 1213006 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Paul Alan Dore, PH.D shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$15,000.

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

Capistrano Unified School District

Paul Alan Dore, PH.D

By: 
Signature

By: 
Signature

Terry Fluent

PAUL ALAN DORES
Print Name

Director, Purchasing

Psychologist
Title

Date: 6/6/13

Date: 5/13/13

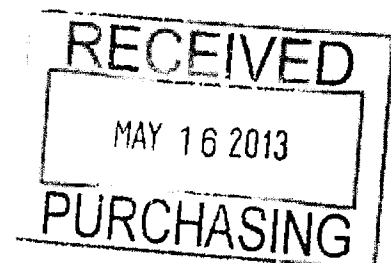


EXHIBIT A
FEE SCHEDULE

Paul Alan Does, PHD
Paul Alan Does, PHD
13135 Old Sycamore Drive
San Diego, CA 92128
619-884-1407
sdiegopaul@aol.com

~~\$200.00~~ per hour

160.00

Signature

Paul Does

Date

6/14/12

Typed or Printed Name

PAUL ALAN DOES

Fee schedule remains \$160 per hour.

Paul Does

4/24/13

EXTENSION NO. 2 OF AGREEMENT ICA 1213007

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SYLVIA MENDE, PSY.D

Independent Contractor Agreement No. ICA 1213007 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Sylvia Mende, PSY.D shall be extended an additional 12 months, for the period July 1, 2014 through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$35,000.

Except as set forth in this Extension Agreement, and Board approved on June 12, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Sylvia Mende, PSY.D

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

EXHIBIT A

FEE SCHEDULE

Sylvia Mende PSY.D
P.O. Box 3315
Rancho Santa Fe, CA 92067
(858)245-9706

Autism Supervision

\$121.50 per hour

By:_____ Date:_____

**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement for Contracted Services ("**Agreement**") is effective as of 6-12-12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the contractor listed below ("**Contractor**"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

SYLVIA MENDE, PSY.D

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 \$20,000 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 7-01-12-6-30-13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

☒ 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: 6/12/12

Signature: Sylvia Mende, Psy.D.
 Name: SYLVIA MENDE, PSY.D.
 Title: CLINICAL PSYCHOLOGIST
 Address: P.O. BOX 3315
RANCHO SANTA FE, CA. 92067
 Email Address: Sylmende@yahoo.com
 FEIN/SSN: 563-49-5218

SPECIAL CONDITIONS

Contract ICA 1213007

Sylvia Mende Psy.D

Replace Article 7 Termination with Article 7 below.

7. Termination District and Contractor may terminate the Agreement at its convenience and without any breach by the District and Contractor upon ten (10) days' prior written notice to District and Contractor. District and Contractor may also terminate the Agreement immediately in its sole discretion for cause or upon District's and 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 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.

EXHIBIT A
FEE SCHEDULE

Sylvia Mende PSY.D
P.O. Box 3315
Rancho Santa Fe, CA 92067
(858) 245-9706 phone
(858) 759-5026 fax
symende@capousd.org

Autism Supervision

\$135.00 per hour

Signature Sylvia Mende, Psy.D. Date 11/2/2012

Typed or Printed Name SYLVIA MENDE, PSY.D.



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES

JOHN M. ALPAY
PRESIDENT

LYNN HATTON
VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, Ed. D.

September 27, 2013

Sylvia Mende, Psy.D
P.O. Box 3315
Rancho Santa Fe, CA 92067

Dear Ms. Mende,

Enclosed please an executed copy of the amendment to ICA 1213007 for a new contract amount of \$21,074 for school year 2012-2013 for your records.

~ Important ~

It is the contractor's responsibility to maintain required insurance coverage's, professional licensing and certifications during the term of their contract. Payment may be withheld if current copies of these documents are not on file with CUSD.

Invoices may be directed to the attention of the accounting office.

Sincerely,

Terry Fluent
Director, Purchasing

Encl.

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213007

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SYLVIA MENDE, PSY.D.

Professional Services Agreement No. PSA 1213007 called for services to be rendered at the rates shown in the agreement.

The Professional Services Agreement No. PSA 1213007 shall be changed into an Independent Contractor Agreement No. ICA 1213007, incorporating all general and special conditions of the new contract.

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

Sylvia Mende, Psy.D.

By: Terry Fluent
Signature

By: Sylvia Mende, Psy.D.
Signature

Terry Fluent

Sylvia Mende, Psy.D.
Print Name

Director, Purchasing

Clinical Psychologist
Title

Date: 2/13/13

Date: 1/22/13

AMENDMENT OF PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213007

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SYLVIA MENDE, PSY.D

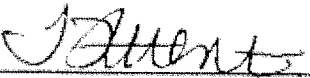
Professional Services Agreement No. PSA 1213007 called for an original contract period of July 1, 2012 through June 30, 2013 with a not to exceed amount of \$20,000, annually.

The agreement with Sylvia Mende, Psy.D. shall be amended to \$21,074 for additional services requested by the District.

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

Capistrano Unified School District

Sylvia Mende, Psy.D.

By: 
Signature

By: 
Signature

Terry Fluent

SYLVIA MENDE, PSY.D.
Print Name

Director, Purchasing

CLINICAL PSYCHOLOGIST
Title

Date: 9/30/13

Date: 9/24/13



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 6-12-12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

SYLVIA MENDE, PSY.D

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 \$20,000 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 7-01-12-6-30-13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

☒ 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 Flunt

Name: Terry Flunt

Title: Director, Purchasing

Board Approval Date: 6/12/12

Signature: Sylvia Mende, Psy.D.

Name: SYLVIA MENDE, PSY.D.

Title: CLINICAL PSYCHOLOGIST

Address: P.O. BOX 3315

RANCHO SANTA FE, CA. 92067

Email Address: sy/mende@yahoo.com

FEIN/SSN: 563-49-5218

SPECIAL CONDITIONS

Contract ICA 1213007

Sylvia Mende Psy.D

Replace Article 7 Termination with Article 7 below.

7. Termination District and Contractor may terminate the Agreement at its convenience and without any breach by the District and Contractor upon ten (10) days' prior written notice to District and Contractor. District and Contractor may also terminate the Agreement immediately in its sole discretion for cause or upon District's and 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 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.

EXHIBIT A
FEE SCHEDULE

Sylvia Mende PSY.D
P.O. Box 3315
Rancho Santa Fe, CA 92067
(858) 245-9706 phone
(858) 759-5026 fax
symende@capousd.org

Autism Supervision

\$135.00 per hour

Signature Sylvia Mende, Psy.D. Date 11/2/2012
Typed or Printed Name SYLVIA MENDE, PSY.D.

EXTENSION OF AGREEMENT NO. ICA 1213007

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SYLVIA MENDE, PSY.D

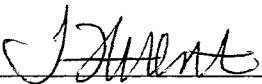
Independent Contractor Agreement No. ICA 1213007 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Sylvia Mende, PSY.D shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$40,000.

Except as set forth in this Extension Agreement, and Board approved on June 12, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Sylvia Mende, PSY.D

By: 
Signature

Terry Fluent

Director, Purchasing

Date: 6/6/13

By: 
Signature

SYLVIA MENDE, PSY.D.
Print Name

CLINICAL PSYCHOLOGIST
Title

Date: 5/14/2013

Sylvia Mende, Psy.D.
Clinical Psychologist
PSY 15870

P.O. Box 3315
Rancho Santa Fe, CA 92067

phone (858) 245-9706
fax (858) 759-5026

April 29, 2013

FEE SCHEDULE

Capistrano Unified School District Contract

Behavioral / Autism Consultation: \$121.50 per hour

EXTENSION NO. 2 OF AGREEMENT PSA 1213008

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

DR. SIDNEY WEISS

Professional Services Agreement No. PSA 1213008 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Dr. Sidney Weiss shall be extended an additional 12 months, for the period July 1, 2014 through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$2,000.

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

Capistrano Unified School District

Dr. Sidney Weiss

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

EXHIBIT A

FEE SCHEDULE

Dr. Sidney Weiss
27800 Medical Center Drive, Suite 130
Mission Viejo, CA 92691
(949)364-0271

\$307.80 per evaluation

By: _____ Date: _____

**PROFESSIONAL SERVICES AGREEMENT**

This Agreement for Professional Services ("**Agreement**") is effective as of 6/12/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**the District**") and the consultant listed below ("**Consultant**"). The District and Consultant may hereafter be referred to as ("**Party**") or collectively as ("**Parties**").

DR. SIDNEY WEISS

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 \$3,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 6/11/12

CONSULTANT

Signature: [Signature]

Name: Sidney Weiss, M.D.

Title: MD

Address: 27800 Medical Ctr Rd #13

Mission Viejo, CA 92660

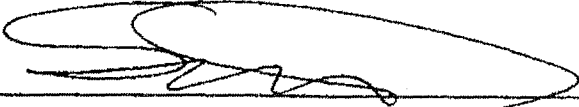
Email Address: _____

FEIN/SSN 95-3425513

EXHIBIT A
FEE SCHEDULE

Dr. Sidney Weiss
27800 Medical Center Drive, Suite 130
Mission Viejo, CA 92691
(949) 364-0271

\$342.00 per evaluation

Signature  Date 6-14-12

Typed or Printed Name SIDNEY WEISS, MD

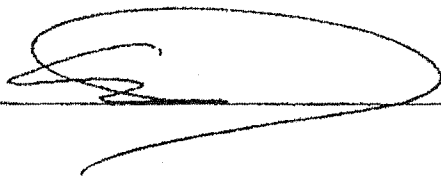
SPECIAL CONDITIONS

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.

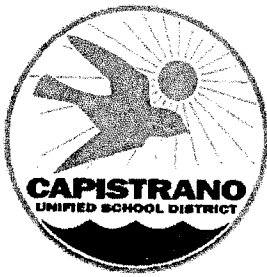
Upon completion of the independent educational evaluation, the consultant agrees to release assessment documentation including assessment protocols and written report to the DISTRICT prior to receipt of payment for services.

By: _____



Date: _____

5-14-12



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES
JOHN M. ALPAY
PRESIDENT

LYNN HATTON
VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY MANACEK

GARY FRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, Ed.D.

April 22, 2013

Sent via e-mail lisa.montes@saddlebackvision.com

Dr. Sidney Weiss
27800 Medical Center Rd, #130
Mission Viejo, CA 92694

Subject: Extension of Contract No. PSA 1213008

Dear Dr. Weiss:

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

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

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

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

SERVING THE COMMUNITIES OF:

ALISO VIEJO • COTO DE CAZA • DANA POINT • LADERA RANCH • LAGUNA NIGUEL • LAS FLORES • MISSION VIEJO
RANCHO SANTA UAN CAPISTRANO

EXTENSION OF AGREEMENT NO. PSA 1213008

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

DR. SIDNEY WEISS

Professional Services Agreement No. PSA 1213008 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Dr. Sidney Weiss shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$2,000.

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

Capistrano Unified School District

Dr. Sidney Weiss

By: 
Signature

By: 
Signature

Terry Fluent

SIDNEY WEISS, MD
Print Name

Director, Purchasing

President
Title

Date: 7/12/13

Date: 6/13/13

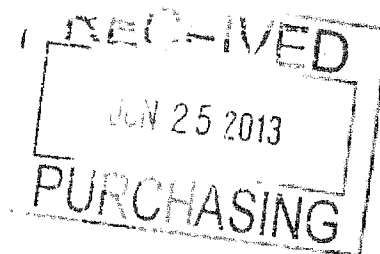


EXHIBIT A
FEE SCHEDULE

Dr. Sidney Weiss
27800 Medical Center Drive, Suite 130
Mission Viejo, CA 92691
(949) 364-0271

~~\$342.00~~ per evaluation

\$307.80

Fee reduced per e-mail dated April 30, 2013.

Signature



Date

6-14-12

Typed or Printed Name

SIDNEY WEISS, MD

EXTENSION NO. 2 OF AGREEMENT PSA 1213010

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SHARON GRANDINETTE

Professional Services Agreement PSA 1213010 called for an original contract period of July 1, 2012, through June 30, 2013.

The agreement with Sharon Grandinette shall be extended an additional 12 months, for the period July 1, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$5,000.

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

Capistrano Unified School District

Sharon Grandinette

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

EXHIBIT A

FEE SCHEDULE

Exceptional Education Services
Sharon Grandinette
326 Via San Sebastian
Redondo Beach, CA 90277
(310)465-0201

\$145.00 per hour or
Daily (8 hour) rate of \$850.00 per day.

Mileage reimbursement at the current IRS District approved rate.

By:_____ Date:_____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of 6/12/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

SHARON GRANDINETTE

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$5,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 6/11/12

CONSULTANT

Signature: Sharon Grandinette

Name: Sharon Grandinette

Title: Acquired/Traumatic Brain Inj. C

Address: 326 Via San Sebastian

Redondo Beach, CA 90277

Email Address: Shargrand@aol.com

FEIN/SSN 131-54-2765

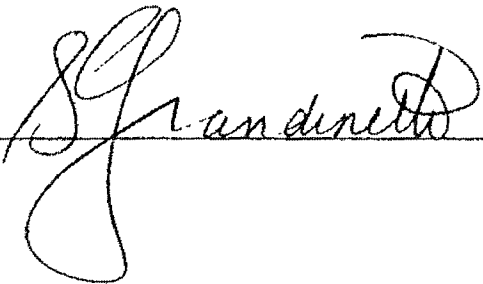
EXHIBIT A

FEE SCHEDULE

Sharon Grandinette
326 Via San Sebastian
Redondo Beach, CA 90277
(310)465-0201

\$145.00 per hour or
Daily (8 hour) rate of \$850.00 per day.

Mileage reimbursement at the current IRS District approved rate.

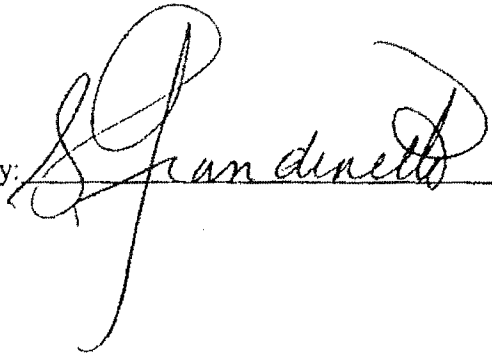
By:  Date: 5/15/12

**SPECIAL
CONDITIONS**

Scope of Practice and Release of Assessment Documentation

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

Upon 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: 5/15/12



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES

JOHN M. ALPAY
PRESIDENT

LYNN HATTON
VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY MANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

April 22, 2013

Sent via e-mail shargrand@aol.com

Sharon Graninette
326 Via San Sebastian
Redondo Beach, CA 90277

Subject: Extension of Contract No. PSA 1213010

Dear Ms. Grandinette:

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

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

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

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

SERVING THE COMMUNITIES OF:

ALISO VIEJO • COTO DE CAZA • DANA POINT • LADRA RANCH • LAGUNA NIGUEL • LAS FLORES • MISSION VIEJO
RANCHO SANTA JAN CAPISTRANO

EXTENSION NO. 1 OF AGREEMENT NO. PSA 1213010

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SHARON GRANDINETTE

Professional Services Agreement PSA 1213010 called for an original contract period of July 1, 2012, through June 30, 2013.

The agreement with Sharon Grandinette shall be extended an additional 12 months, for the period July 1, 2013, through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$5,000.

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

Capistrano Unified School District

Sharon Grandinette

By: 
Signature

By: 
Signature

Terry Fluent

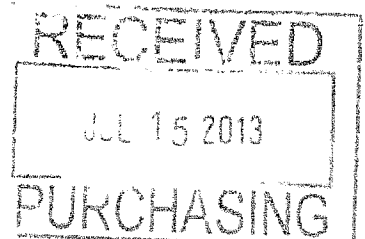
Sharon Grandinette
Print Name

Director, Purchasing

Brain Injury Consultant
Title

Date: 8/1/13

Date: 7/9/13



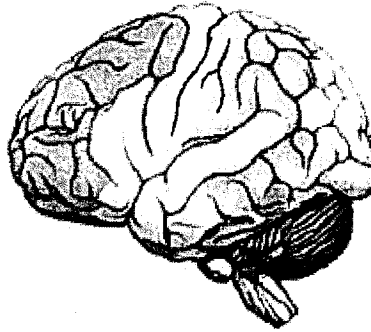
Exceptional Educational Services

Sharon Grandinette, M.S. Ed., CBIST
Acquired Brain Injury Educational Consultant/Trainer

326 Via San Sebastian
Redondo Beach, CA 90277

Office: 310-465-0201
Shargrand@aol.com

Mobile: 310-863-3160
www.helpingkidsbrains.com



PROFESSIONAL FEE SCHEDULE: School Districts

Hourly Fee: \$275.00 hourly

School District Contracting Fee Discounted to: \$145.00 hourly

- | | |
|--------------------------------------|--|
| ❑ Observation | \$145.00 hour |
| ❑ Assessment | \$145.00 hour |
| ❑ Review of files | \$145.00 hour |
| ❑ Development of consultation report | \$145.00 hour |
| ❑ Attendance at IEP/other meetings | \$145.00 hour |
| ❑ Daily rate (7.5-8 hours) | \$1100.00 per day |
| ❑ Preparation for training | \$145.00 hour |
| ❑ Training | |
| ○ 4 hours or less | \$200.00 hr |
| ○ Whole day (7-8 hours) | \$ 1450.00 per day |
| ❑ Travel by personal vehicle: | |
| ○ Less than 2 hours total | Mileage @.55 cents per mile |
| ○ 2 or more hours | Hourly @\$90.00 per hour/no mileage |
| ❑ Travel via other means | Per ticketed receipt |
| ❑ Phone consultation | \$38.75 per 15 minutes or
fraction thereof |
| ❑ Email consultation | \$155.00 per hour billed in 3 minute
increments per email |

EXTENSION NO. 2 OF AGREEMENT PSA 1213013

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

CUSTOMIZED VISION CARE

Professional Services Agreement No. PSA 1213013 called for an original contract period of July 1, 2012, through June 30, 2013.

The agreement with Customized Vision Care shall be extended an additional 12 months, for the period July 1, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$4,000.

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

Capistrano Unified School District

Customized Vision Care

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

EXHIBIT A

FEE SCHEDULE

Customized Vision Care
Dr. David G. Kirschen
428 s. Brea Blvd
Brea, CA 92821
(714)529-2470

\$325.00 per evaluation

By:_____ Date:_____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of 6-12-12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

CUSTOMIZED VISION CARE

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$5,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluent
 Name: Terry Fluent
 Title: Director, Purchasing
 Board Approval Date: 6/11/12

CONSULTANT

Signature: David Kirschen
 Name: David Kirschen
 Title: OD, P.T.
 Address: 428 S Pina Blvd.
Drca, CA 92421
 Email Address: docto15@customizedvisioncare.com
 FEIN/SSN: _____

EXHIBIT A
FEE SCHEDULE

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

\$325.00 per evaluation

Signature David Kirschen Date 5/22/12
Typed or Printed Name David Kirschen

SPECIAL CONDITIONS

1. Scope of Practice and Release of Assessment Documentation

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

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

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

3. Article 9. Termination For Convenience – ADD

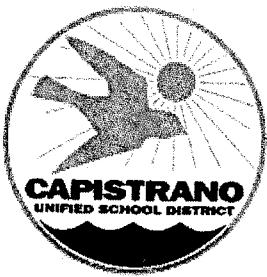
The Contractor shall have the right to terminate this Agreement for convenience at any time and for any reason by giving thirty (30) days written notice of such termination to District.

4. Article 12. Termination For Convenience DELETE

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

By: Dave K. Krenn

Date: 5/22/12



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES
JOHN M. ALPAY
PRESIDENT

LYNN HATTON
VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED. D.

April 22, 2013

Sent via e-mail doctors@customizedivisioncare.com

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

Subject: Extension of Contract No. PSA 1213013

Dear Mr. Kirschen:

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

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

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

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

EXTENSION OF AGREEMENT NO. 1 PSA 1213013

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

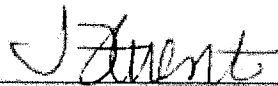
CUSTOMIZED VISION CARE


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

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

Capistrano Unified School District

Customized Vision Care

By: 
Signature

By: 
Signature

Terry Fluent

David Kirschen
Print Name

Director, Purchasing

Optometrist
Title

Date: 7/10/13

Date: 6/5/13



CUSTOMIZED VISION CARE
A Professional Optometric Corporation

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

428 S. Brea Blvd
Brea, California 92821
Ph: 714.529.2470
Fax: 866.801.4739

E-mail: patients@kirschen.net
Website: www.kirschen.net

May 7, 2013

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

To Whom It May Concern,

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

Sincerely,

David Kirschen, OD PhD

EXTENSION NO. 2 OF AGREEMENT PSA 1213016

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SUSANNE SMITH ROLEY

Professional Services Agreement No. PSA 1213016 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Susanne Smith Roley shall be extended an additional 12 months, for the period July 1, 2014 through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$3,000.

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

Capistrano Unified School District

Susanne Smith Roley

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

Exhibit A

Fee Schedule

Susanne Smith Roley, M.S. OTR/L, FAOTA
15 Songbird Lane
Aliso Viejo, CA 92656
SUSANNESR3@gmail.com
(949)581-1380
(949)581-1384 FAX

OCCUPATIONAL THERAPY SERVICES

Independent Educational Evaluation (IEE) – To include extended evaluation, document review, and 2 hours IEP attendance. **\$1,300.00.**

Consultation Hourly Rate - **\$150.00**

By: _____ Date: _____

**PROFESSIONAL SERVICES AGREEMENT**

This Agreement for Professional Services ("Agreement") is effective as of 6-12-12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

SUSANNE SMITH ROLEY

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 \$3,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

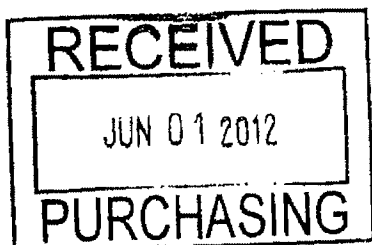
DISTRICT

By: T. Flunt

Name: Terry Flunt

Title: Director, Purchasing

Board Approval Date: 6/11/12

**CONSULTANT**

Signature: Susanne Smith Roley

Name: Susanne Smith Roley

Title: OTD, OTR/L, FAOTA

Address: 15 Songbird Ln.

Aliso Viejo CA 92656

Email Address: SUSANNE SR30

FEIN/SSN 33 0781 785 gmail.com

Exhibit A

Fee Schedule

Susanne Smith Roley, M.S. OTR/L, FAOTA
15 Songbird Lane
Aliso Viejo, CA 92656
SUSANNESR3@gmail.com
(949)581-1380
(949)581-1384 FAX

OCCUPATIONAL THERAPY SERVICES

Independent Educational Evaluation (IEE) – To include extended evaluation, document review, and 2 hours IEP attendance. **\$1,300.00.**

Consultation Hourly Rate - **\$150.00**

By: _____ Date: _____

Exhibit A

Fee Schedule

Susanne Smith Roley, M.S. OTR/L, FAOTA
15 Songbird Lane
Aliso Viejo, CA 92656
SUSANNESR3@gmail.com
(949)581-1380
(949)581-1384 FAX

OCCUPATIONAL THERAPY SERVICES

Independent Educational Evaluation (IEE) – To include extended evaluation, document review, and 2 hours IEP attendance. \$1,400.00.

1300. - ASR

Consultation Hourly Rate - \$150.00

By: *Susanne Smith Roley* Date: *5.29.12*

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

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

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

By:  Date: 5.29.12



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES

JOHN M. ALPAY
PRESIDENT

LYNN HATTON
VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY MANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

April 22, 2013

Sent via e-mail susannesr3@gmail.com

Susanne Smith Roley
15 Songbird Lane
Aliso Viejo, CA 92656

Subject: Extension of Contract No. PSA 1213016

Dear Ms. Smith-Roley:

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

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


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

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,


Donna Antifae
Buyer/Planner, Purchasing

EXTENSION OF AGREEMENT NO. PSA 1213016

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SUSANNE SMITH ROLEY


Professional Services Agreement No. PSA 1213016 called for an original contract period of July 1, 2012 through June 30, 2013.

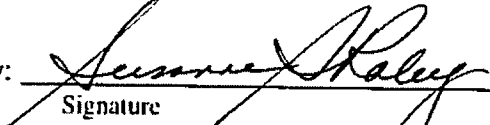
The agreement with Susanne Smith Roley shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$3,000.

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

Capistrano Unified School District

Susanne Smith Roley

By: 
Signature

By: 
Signature

Terry Fluent

Susanne S Roley
Print Name

Director, Purchasing

OTD, OTR/L, FAOTA
Title

Date: 6/6/13

Date: 5.11.13

Exhibit A

Fee Schedule

Susanne Smith Roley, M.S. OTR/L, FAOTA
15 Songbird Lane
Aliso Viejo, CA 92656
SUSANNESR3@gmail.com
(949)581-1380
(949)581-1384 FAX

OCCUPATIONAL THERAPY SERVICES

Independent Educational Evaluation (IEE) – To include extended evaluation, document review, and 2 hours IEP attendance. \$1,400.00. *7500. SSR*

Consultation Hourly Rate - \$150.00

By: *Susanne Roley* Date: *5.11.13*
By: *Susanne Roley* Date: *5.29.12*

EXTENSION NO. 2 OF AGREEMENT PSA 1213018

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

GAYLA M. MASSEY

Professional Services Agreement No. PSA 1213018 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Gayla M. Massey shall be extended an additional 12 months, for the period July 1, 2014 through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$4,000.

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

Capistrano Unified School District

Gayla M. Massey

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

EXHIBIT A

Gayla M. Massey, Psy D

South Coast Psychological & Educational Associates

LEP #3037

949 677-4049 drgmassey@gmail.com

FEE SCHEDULE

Independent Educational Assessment (20 USC 1415; EC 56506 [c], and 56329 [b])

Academic (ex. WJIII, WIAT, KTEA, CTOPP, etc.) \$ 800-1,000

Cognitive (ex. WJ III Cog, WISC IV, KABC II, CAS, etc.) \$ 500-600

Executive Function (ex. DKEFS, BRIEF, Conners, etc.) \$ 200-600

Visual Motor Integration (ex. VMI III, Bender, etc.) \$ 200

Processing (TAPS, WRAML 2, TOMAL, TVPS II, etc.) \$ 250-400

Social Emotional \$ 600-1,000

Psycho-educational Assessment with Report \$ 2500-4000- depending on complexity

Cognitive GATE Assessment \$ 325-450

Private Practice:

- | | |
|---|---|
| a. Psycho-educational test administration | \$ 125 per hr. |
| b. Scoring, interpretation of test data | \$ 100 per hr. |
| c. Review of medical or academic records | \$ 100 per hr. |
| d. Telephone consult with family attorney | \$ 200 per hr. |
| e. Meeting with family attorney | \$ 200 per hr. |
| f. Initial Consultation | \$ 125 per hr. |
| g. Individual Counseling | \$ 100 per hr. (reduced fee considered) |
| h. Group Counseling | \$ 50 per hr. |
| i. Social Skills Training | \$ 40-50 per hr. |
| j. Returned Check Fee | \$ 30 per hr. |
| k. Telephone Consultation exceeding 10 min. | \$ Prorated at \$100 per hr. |
| l. School Meeting/IEP | \$ 125 per hr. |
| m. Travel Fee to Meeting | \$ 50 for San Diego/San Bernardino |
| n. Travel Fee to Meeting | \$ 20 Orange County |



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of 6/12/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

GAYLA M. MASSEY

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$5,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 6/11/12

CONSULTANT

Signature: Dr. Gayla M. Massey

Name: Dr. Gayla M. Massey

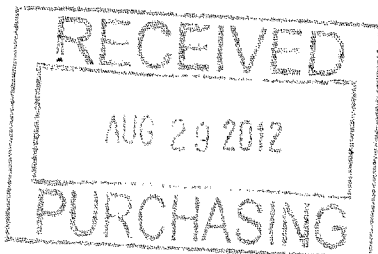
Title: Self employed - private practice

Address: 25283 Cabot Rd. #201

Laguna Hills, CA 92653

Email Address: dr_gmassey@gmail.com

FEIN/SSN 455-94-6761



FEE SCHEDULE

Independent Educational Assessment (20 USC 1415; EC 56506 [c], and 56329 [b])

Academic (ex. WJIII, WIAT, KTEA, CTOPP, etc.)	\$ 800-1,000
Cognitive (ex. WJ III Cog, WISC IV, KABC II, CAS, etc.)	\$ 500-600
Executive Function (ex. DKEFS, BRIEF, Conners, etc.)	\$ 200-600
Visual Motor Integration (ex. VMI III, Bender, etc.)	\$ 200
Processing (TAPS, WRAML 2, TOMAL, TVPS II, etc.)	\$ 250-400
Social Emotional	\$ 600-1,000

Psycho-educational Assessment with Report	\$ 2500-4000- depending on complexity
---	---------------------------------------

Cognitive GATE Assessment	\$ 325-450
---------------------------	------------

Private Practice:

a. Psycho-educational test administration	\$ 125 per hr.
b. Scoring, interpretation of test data	\$ 100 per hr.
c. Review of medical or academic records	\$ 100 per hr.
d. Telephone consult with family attorney	\$ 200 per hr.
e. Meeting with family attorney	\$ 200 per hr.
f. Initial Consultation	\$ 125 per hr.
g. Individual Counseling	\$ 100 per hr. (reduced fee considered)
h. Group Counseling	\$ 50 per hr.
i. Social Skills Training	\$ 40-50 per hr.
j. Returned Check Fee	\$ 30 per hr.
k. Telephone Consultation exceeding 10 min.	\$ Prorated at \$100 per hr.
l. School Meeting/IEP	\$ 125 per hr.
m. Travel Fee to Meeting	\$ 50 for San Diego/San Bernardino
n. Travel Fee to Meeting	\$ 20 Orange County

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: Dr. Gayle M. Massey Date: 8/25/12



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES

JOHN M. ALPAY
PRESIDENT

LYNN HATTON
VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

April 22, 2013

Sent via e-mail drgmassey@gmail.com

Gayla M. Massey
25283 Cabot Rd. #201
Laguna Hills, CA 92652

Subject: Extension of Contract No. PSA 1213018

Dear Ms. Massey:

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

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

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

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

EXTENSION OF AGREEMENT NO. PSA 1213018

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

GAYLA M. MASSEY

Professional Services Agreement No. PSA 1213018 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Gayla M. Massey shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$4,000.

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

Capistrano Unified School District

Gayla M. Massey

By: _____

Signature

Terry Fluent

Director, Purchasing

Date: _____

7/29/13

By: _____

Signature

Dr. Gayla Massey

Title

Date: _____

5/20/13

FEE SCHEDULE**Independent Educational Assessment (20 USC 1415; EC 56506 [c], and 56329 [b])**

Academic (ex. WJIII, WIAT, KTEA, CTOPP, etc.)	\$ 700-900
Cognitive (ex. WJ III Cog, WISC IV, KABC II, CAS, etc.)	\$ 450-550
Executive Function (ex. DKEFS, BRIEF, Conners, etc.)	\$ 180-540
Visual Motor Integration (ex. VMI III, Bender, etc.)	\$ 180
Processing (TAPS, WRAML 2, TOMAL, TVPS II, etc.)	\$ 225-360
Social Emotional	\$ 540-900

Psycho-educational Assessment with Report	\$ 2250-3600- depending on complexity
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Cognitive GATE Assessment	\$ 300-450
---------------------------	------------

Private Practice:

a. Psycho-educational test administration	\$ 110 per hr.
b. Scoring, interpretation of test data	\$ 90 per hr.
c. Review of medical or academic records	\$ 90 per hr.
d. Telephone consult with family attorney	\$ 180 per hr.
e. Meeting with family attorney	\$ 180 per hr.
f. Initial Consultation	\$ 110 per hr.
g. Individual Counseling	\$ 90 per hr. (reduced fee considered)
h. Group Counseling	\$ 45 per hr.
i. Social Skills Training	\$ 35-45 per hr.
j. Returned Check Fee	\$ 25 per hr.
k. Telephone Consultation exceeding 10 min.	\$ Prorated at \$90 per hr.
l. School Meeting/IEP	\$ 110 per hr.
m. Travel Fee to Meeting	\$ 45 for San Diego/San Bernardino
n. Travel Fee to Meeting	\$ 15 Orange County

EXTENSION NO. 2 OF AGREEMENT PSA 1213020

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

CHRISTINE STEIN

Professional Services Agreement No. PSA 1213020 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Christine Stein shall be extended an additional 12 months, for the period July 1, 2014 through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$4,000.

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

Capistrano Unified School District

Christine Stein

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

EXHIBIT A

FEE SCHEDULE

Christine E. Stein
7301 Sitio Lirio
Carlsbad, CA 92009
(760)803-9523

Speech Language Pathology Services
\$68.00 per hours Monolingual students
\$77.00 per hour Bilingual students
\$106.00 per hour home based therapy.

Evaluations for monolingual students \$304.00
Evaluations for bilingual students \$355.00

By:_____ Date:_____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of 6/12/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the consultant listed below ("**Consultant**"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

CHRISTINE STEIN

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$8,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

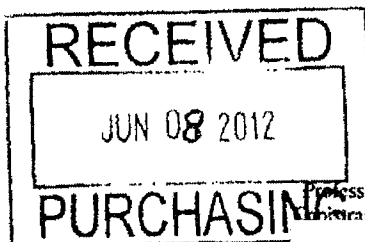
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

DISTRICT

By: Terry Fluent
 Name: Terry Fluent
 Title: Director, Purchasing
 Board Approval Date: 6/11/12

CONSULTANT

Signature: Christine Stein
 Name: Christine Stein
 Title: Speech Language Pathologist
 Address: 1301 San Joaquin
Carlsbad, CA 92009
 Email Address: chstein@cox.net
 FEIN/SSN 600-03-8107



Professional Services Agreement
 Capistrano Unified School District

EXHIBIT A
FEE SCHEDULE

Christine E. Stein, M.A. CCC-SLP
Speech-Language Pathologist
7301 Sitio Lirio
Carlsbad, CA 92009

2012-13 Rates for Speech-Language Therapy Services

Therapy (Monolingual)	\$72/hr
Therapy (Bilingual)	\$81/hr
Home-based therapy	\$112/hr
Evaluations for monolingual students	\$320.00
Evaluations for bilingual students	\$375

*All rates have been reduced by at least 10% for the period of June 1, 2012 to May 31, 2013

Signature Christine Stein Date 6/1/12
Typed or Printed Name Christine Stein

Effective June 1, 2012

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: Christine Ste Date: 6/1/12

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213020**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

CHRISTINE STEIN

Professional Services Agreement No. PSA 1213020 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Professional Services Agreement No. PSA 1213020 shall be amended to \$50,000 for additional services requested by the District.

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

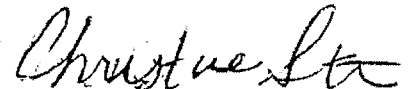
DISTRICT

CONSULTANT

Capistrano Unified School District

Christine Stein

By: 
Signature

By: 
Signature

Terry Fluent

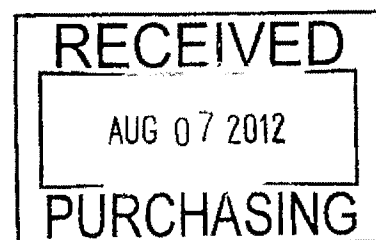
Christine Stein
Print Name

Director, Purchasing

Speech - Language Pathologist
Title

Date: 8/8/12

Date: 7/30/12



EXTENSION OF AGREEMENT NO. PSA 1213020

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

CHRISTINE STEIN

Professional Services Agreement No. PSA 1213020 called for an original contract period of July 1, 2012 through June 30, 2013.

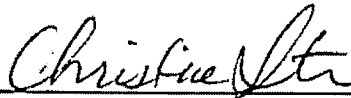
The agreement with Christine Stein shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$46,000.

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

Capistrano Unified School District

Christine Stein

By: 
Signature

By: 
Signature

Terry Fluent

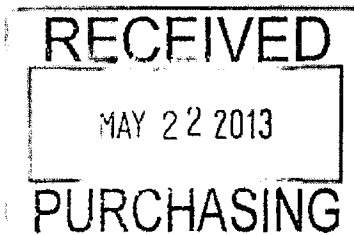
Christine Stein
Print Name

Director, Purchasing

Speech-Language Pathologist
Title

Date: 7/10/13

Date: 5/15/13



FEE SCHEDULE

Christine E. Stein, M.A. CCC-SLP
Speech-Language Pathologist
7301 Sitio Lirio
Carlsbad, CA 92009

2012-13 Rates for Speech-Language Therapy Services

Therapy (Monolingual)	\$68/hr
Therapy (Bilingual)	\$77/hr
Home-based therapy	\$106/hr
Evaluations for monolingual students	\$304.00
Evaluations for bilingual students	\$355

*All rates have been reduced by at least 5% for the period of July 1, 2013 to June 30, 2014

Effective July 1, 2013

EXTENSION NO. 2 OF AGREEMENT PSA 1213022

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

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

Professional Services Agreement No. PSA 1213022 called for an original contract period of July 1, 2012, through June 30, 2013.

The agreement with The Regents of the University of California, on behalf of the University of California, San Diego, School of Medicine, Department of Pediatrics shall be extended an additional 12 months, for the period July 1, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$6,000.

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

Capistrano Unified School District

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

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

Exhibit A

University of California, San Diego, School of Medicine
Department of Pediatrics, Health Sciences
Health Sciences
9500 Gilman Drive, Mail Code 92093-0602
Attn: Assistant vice Chancellor
Fax (858)534-6573

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

By: _____ Date: _____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of 6/28/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the consultant listed below ("**Consultant**"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed **\$15,000.00** in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing **7/01/12-6/30/13** with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 6/11/12

CONSULTANT

Signature: Gene Hasogawa

Name: Gene Hasogawa

Title: Associate Dan, UCSD Health Sciences

Address: _____

Email Address: _____

FEIN/SSN 95-6006144

EXHIBIT A
FEE SCHEDULE

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

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

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

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

Signature _____

Date _____

7/9/12

Typed or Printed Name _____

Gene Hasegawa

Associate Dean, UCSD Health Sciences

SPECIAL CONDITIONS

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

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

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

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

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

By: _____

Gene Hasegawa

Associate Dean, UCSD Health Sciences

Date: _____

7/9/12

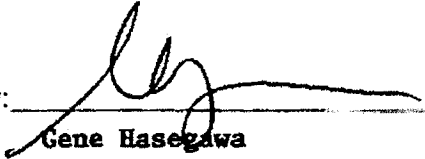
SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

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

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

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

By:  Date: 7/9/12
Gene Hasegawa
Associate Dean, UCSD Health Sciences



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES

JOHN M. ALPAY
PRESIDENT

LYNN HATTON
VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT

JOSEPH M. FARLEY, ED. D.

April 22, 2013

Sent via e-mail vpalladino@ucsd.edu

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

Subject: Extension of Contract No. PSA 1213022

Dear Mr./Ms. Hasegawa:

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

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

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

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

SERVING THE COMMUNITIES OF:

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

EXTENSION OF AGREEMENT NO. 1 PSA 1213022

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

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

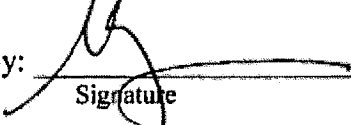
Professional Services Agreement No. PSA 1213022 called for an original contract period of July 1, 2012 through June 30, 2013. The agreement with The Regents of the University of California, on behalf of the University of California, San Diego, School of Medicine, Department of Pediatrics shall be extended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

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

Capistrano Unified School District

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

By: 
Signature

By: 
Signature

Terry Fluent

Gene Hasegawa
Print Name

Director, Purchasing

Associate Dean for Administration
UCSD Health Sciences
Title

Date: 7/10/13

Date: 6/4/13



EXHIBIT A
FEE SCHEDULE

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

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

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

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

Signature

Date

Typed or Printed Name

Gene Hasegawa

Associate Dean, UCSD Health Sciences

EXTENSION NO. 2 OF AGREEMENT ICA 1213024

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

WEST SHIELD ADOLESCENT SERVICES

Independent Contractor Agreement No. ICA 1213024 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with West Shield Adolescent Services shall be extended through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$30,000.

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

Capistrano Unified School District

West Shield Adolescent Services

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

EXHIBIT A

FEE SCHEDULE

Family Crisis International Youth Assistance Inc.
DBA Westshield Adolescent Services
16033 Bolsa Chica Road, #104-350
Huntington Beach, CA 92649
(800)899-8585

\$66.00 per hour for Lead Adult Escort;
\$47.00 per hour for back-up adult agent;
\$57.00 per hour for administration;
plus all mileage and travel expenses to include
air travel, mileage, food, gas, and lodging.

By: _____ Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of 6/12/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the contractor listed below ("**Contractor**"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

WESTSHIELD ADOLESCENT SERVICES

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$50,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

[X] General Conditions [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

CONTRACTOR

By: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 6/11/12

Signature: Allen P. Cardoza

Name: ALLEN P. CARDOZA

Title: PRESIDENT

Address: 16033 BOLSA CHICARD #104-350

HUNT. BCH, CA 92649

Email Address: CONTACTUS@TRANSPORTWTEENS

FEIN/SSN 33-0580356

EXHIBIT A

FEE SCHEDULE

Westshield Adolescent Services
16033 Bolsa Chica Road, #104-350
Huntington Beach, CA 92649
(800)899-8585

\$73.00 per hour for Lead Adult Escort;
\$52.00 per hour for back-up adult agent;
\$63.00 per hour for administration;
plus all mileage and travel expenses to include
air travel, mileage, food, gas, and lodging.

By: Allen P. Ambrose Date: 5/30/18

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: Allan P. Cardona Date: 5/30/18

EXTENSION OF AGREEMENT NO. ICA 1213024

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

WESTSHIELD ADOLESCENT SERVICES

Independent Contractor Agreement No. ICA 1213024 called for an original contract period of July 1, 2012 through June 30, 2013.

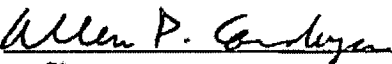
The agreement with Westshield Adolescent Services shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$40,000.

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

Capistrano Unified School District

Westshield Adolescent Services

By: 
Signature

By: 
Signature

Terry Fluent

ALLEN P. CARDOSO
Print Name

Director, Purchasing

PRESIDENT
Title

Date: 6/6/13

Date: 5/10/13

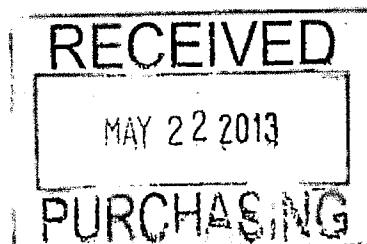


EXHIBIT A

FEE SCHEDULE 2013-2014

West Shield Adolescent Services
16033 Bolsa Chica Road #104-350
Huntington Beach, Ca 92649
(800)899-8585

\$66.00 per hour for Lead Agent;
\$47.00 per hour for Back up Agent;
\$57.00 per hour for administration;
plus all mileage and travel expenses to include
air travel, mileage, food, gas, and lodging.

By: Allen P. C. Lange Date: 4/29/13

EXTENSION NO. 2 OF AGREEMENT PSA 1213025

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PROVIDENCE SPEECH AND HEARING CENTER

Professional Services Agreement No. PSA 1213025 called for an original contract period of July 1, 2012, through June 30, 2013.

The agreement with Providence Speech and Hearing Center shall be extended an additional 12 months, for the period July 1, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$15,000.

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

Capistrano Unified School District

Providence Speech and Hearing Center

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

EXHIBIT A FEE SCHEDULE

PROVIDENCE SPEECH AND HEARING CENTER

SCHOOL DIS CODES	DESCRIPTION	CHARGE
53	Pediatric Audiological Evaluation(0-7 years)	\$300.00
53	Audiological Evaluation	\$285.00
53	Auditory Brainstem Response	\$445.00
53	Central Auditory Processing, Comprehensive	\$1,760.00 **
53	Otoacoustic Emissions, Extended	\$120.00
53	Other audiology service	\$135/hr
53	Audio Consult Brief	\$135/hr
50	Speech & Language Evaluation	\$300.00
50	Other speech services	\$135/hr
50	Speech Therapy	\$150/ 1 hr session
50	Speech Therapy	\$35/ 1/2 hr session
50	Jumpstart or Speech group Therapy, per hour	\$55 / 1hr
57	OT Evaluation	150.00
57	OT Therapy	\$135 / 1hr
50, 53, 57	**IEP/IFSP Out of Center Meeting	\$135 / 1hr
50, 53, 57	**IEP charge is inclusive of all preparation time which includes any meetings or litigations, preparation of special documentation and "out of the ordinary" phone calls.)	
50, 53, 57	**IEP/IFSP Cancellation without a 48 hour notice	\$135 / 1hr
50, 53, 57	Out of Center contact time and travel Audio, Speech, OT	\$135 / 1hr
**The following appointments are required for Comprehensive APD Appointment:		
1) Documentation Review by Audiologist 1/2 hour		
2) Documentation Review by Speech Pathologist 1 hour		
3) Initial APD appointment (includes Audiological Evaluation)		
4) Speech and Language Evaluation		
5) Final APD appointment		

By: _____ Date: _____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of 6/12/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

PROVIDENCE SPEECH AND HEARING CENTER

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$6,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 6/11/12

CONSULTANT

Signature: Paul Lopez

Name: Paul Lopez

Title: CWO/CTO

Address: 1351 PRINCEPALE AVE

ORANGE, CA 92668


Email Address: PLopez@PSHC.org

FEIN/SSN 95-6154473

**EXHIBIT A
FEE SCHEDULE**

PROVIDENCE SPEECH AND HEARING CENTER

SCHOOL DIS CODES	DESCRIPTION	CHARGE
53	Pediatric Audiological Evaluation(0-7 years)	\$300.00
53	Audiological Evaluation	\$285.00
53	Auditory Brainstem Response	\$445.00
53	Central Auditory Processing, Comprehensive	\$1,750.00 **
53	Otoacoustic Emissions, Extended	\$120.00
53	Other audiology service	\$135/hr
53	Audio Consult Brief	\$135/hr
50	Speech & Language Evaluation	\$300.00
50	Other speech services	\$135/hr
50	Speech Therapy	\$150/ 1 hr session
50	Speech Therapy	\$85/ 1/2 hr session
50	Jumpstart or Speech group Therapy, per hour	\$55 / 1hr
57	OT Evaluation	150.00
57	OT Therapy	\$135 / 1hr
50, 53, 57	**IEP/IFSP Out of Center Meeting	\$135 / 1hr
(**IEP charge is inclusive of all preparation time which includes any meetings or litigations, preparation of special documentation and "out of the ordinary" phone calls.)		
50, 53, 57	**IEP/IFSP Cancellation without a 48 hour notice	\$135 / 1hr
50, 53, 57	Out of Center contact time and travel Audio, Speech, OT	\$135 / 1hr
**The following appointments are required for Comprehensive APD Appointment:		
1) Documentation Review by Audiologist 1/2 hour		
2) Documentation Review by Speech Pathologist 1 hour		
3) Initial APD appointment (includes Audiological Evaluation)		
4) Speech and Language Evaluation		
5) Final APD appointment		

By:  Date: 8/27/2012

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: 8/27/2012



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES
JOHN M. ALPAY
PRESIDENT

LYNN MATTON
VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY MANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

April 22, 2013

Sent via e-mail rlopez@pshc.org

Providence Speech and Hearing Center
1301 Providence Ave.
Orange, CA 92868
Attention: Raul Lopez

Subject: Extension of Contract No. PSA 1213025

Dear Mr. Lopez:

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

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

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

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

SERVING THE COMMUNITIES OF:

ALISO VIEJO • COTO DE CAZA • DANA POINT • LADERA RANCH • LAGUNA NIGUEL • LAS FLORES • MISSION VIEJO
RANCHO SANTA

JUAN CAPISTRANO

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT NO.
PSA 1213025**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PROVIDENCE SPEECH AND HEARING CENTER


The Agreement between Capistrano Unified School District and Providence Speech and Hearing Center was extended for the period of July 1, 2013, through June 30, 2014.

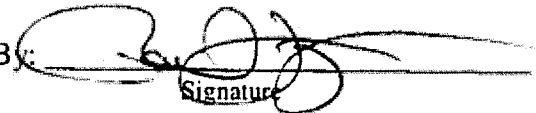
The total cost of services requested by the District and provided by the Consultant under this Agreement shall be amended not to exceed \$14,000 annually. This amount may be increased by mutual agreement of both parties by written amendment.

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

Capistrano Unified School District

**Providence Speech and Hearing
Center**

By: 
Signature

By: 
Signature

Terry Fluent

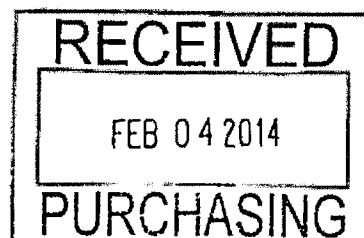
RAUL LOPEZ
Print Name

Director, Purchasing

CFO / COO
Title

Date: 2/13/14

Date: 1/30/14



EXTENSION NO. 1 OF AGREEMENT NO. PSA 1213025

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PROVIDENCE SPEECH AND HEARING CENTER

Professional Services Agreement No. PSA 1213025 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Providence Speech and Hearing Center shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$4,000.

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

Capistrano Unified School District

Providence Speech and Hearing Center

By: 
Signature

By: 
Signature

Terry Fluent

Raul Lopez
Print Name

Director, Purchasing

OW/CEO
Title

Date: 8/1/13

Date: July 8, 2013

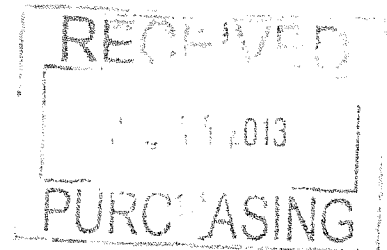


EXHIBIT A
FEE SCHEDULE

PROVIDENCE SPEECH AND HEARING CENTER

SCHOOL DIS CODES	DESCRIPTION	CHARGE
53	Pediatric Audiological Evaluation(0-7 years)	\$300.00
53	Audiological Evaluation	\$285.00
53	Auditory Brainstem Response	\$445.00
53	Central Auditory Processing, Comprehensive	\$1,750.00 **
53	Otoacoustic Emissions, Extended	\$120.00
53	Other audiology service	\$135/hr
53	Audio Consult Brief	\$135/hr
50	Speech & Language Evaluation	\$300.00
50	Other speech services	\$135/hr
50	Speech Therapy	\$150/ 1 hr session
50	Speech Therapy	\$85/ 1/2 hr session
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57	OT Evaluation	\$ 150.00
57	OT Therapy	\$135 / 1hr
50, 53, 57	**IEP/IFSP Out of Center Meeting	\$135 / 1hr
50, 53, 57	(**IEP charge is inclusive of all preparation time which includes any meetings or litigations, preparation of special documentation and "out of the ordinary" phone calls.)	
50, 53, 57	**IEP/IFSP Cancellation without a 48 hour notice	\$135 / 1hr
50, 53, 57	Out of Center contact time and travel Audio, Speech, OT	\$135 / 1hr

**The following appointments are required for Comprehensive APD Appointment:

- 1) Documentation Review by Audiologist 1/2 hour
- 2) Documentation Review by Speech Pathologist 1 hour
- 3) Initial APD appointment (includes Audiological Evaluation)
- 4) Speech and Language Evaluation
- 5) Final APD appointment

By:  Date: 8/27/2012

EXTENSION NO. 2 OF AGREEMENT PSA 1213026

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

**CENTER FOR LEARNING AND BEHAVIORAL SOLUTIONS,
INCORPORATED**

Extension of Professional Services Agreement No. PSA 1213026 called for an original contract period of July 1, 2012, through June 30, 2013.

The agreement with Center for Learning and Behavioral Solutions, Incorporated shall be extended an additional 12 months, for the period July 1, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$5,000.

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

Capistrano Unified School District

**Center for Learning and Behavioral
Solutions, Incorporated**

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

Exhibit A

Fee Schedule

Center for Learning and Behavioral Solutions, Inc
Dr. Shirin Ansari
33 Creek Road, suite C-320
Irvine, CA 92604
(949)654-2424

Psychoeducational Consultation

\$5,000.00 for Psycho educational assessments, to include initial intake with parents, psychological and educational tests/evaluations, home and school observations, IE attendance and comprehensive written report to include emendations and discussion of results and collaboration/consultation with other professionals.

By: _____ Date: _____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of 6/12/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

CENTER FOR LEARNING AND BEHAVIORAL SOLUTIONS, 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 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 6/11/12

CONSULTANT

Signature: Hamid Afyouni

Name: Hamid Afyouni

Title: CEO

Address: 16220 Scientific Way

Irvine, CA 92618

Email Address: hafyouni@c4l.net

FEIN/SSN 57-1195582

Exhibit A

Fee Schedule

Center for Learning and Behavioral Solutions, Inc
Dr. Shirin Ansari
33 Creek Road, suite C-320
Irvine, CA 92604
(949)654-2424

Psychoeducational Consultation

\$5,000.00 for Psycho educational assessments, to include initial intake with parents, psychological and educational tests/evaluations, home and school observations, IE attendance and comprehensive written report to include emendations and discussion of results and collaboration/consultation with other professionals.

Center for Learning & Behavioral Solutions

By: *Hamid Atyouni (CEO)* Date: *12-5-12*

Hamid Atyouni



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES
JOHN M. ALPAY
PRESIDENT

LYNN HATTON
VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY MANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED. D.

April 22, 2013

Sent via e-mail hafyouni@c4l.net

Center for Learning and Behavioral Solutions, Inc.
16220 Scientific Way
Irvine, CA 92618
Attention: Hamid Afyouni

Subject: Extension of Contract No. PSA 1213026

Dear Mr. Afyouni:

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

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

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

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

Antifae, Donna M.

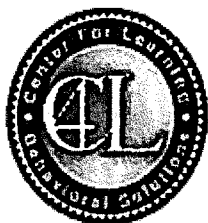
From: Hamid Afyouni <HAfyouni@c4l.net>
Sent: Wednesday, June 05, 2013 2:13 PM
To: Antifae, Donna M.
Cc: frontdesk
Subject: RE: 2013-2014 Extension Letter Requesting Fee Schedule
Attachments: img-423102721-0001.pdf

Hi Donna,

Thank you for following up on extending our contract with Capou USD for next school year (June 2013-June 2014). After reviewing our IEE cases last year, we have decided to increase our current rate \$5000/IEE case to \$6000/case, however to be cognizant of your school district financial situation we would like to offer our last year rate of \$5000/case for the upcoming school year. We hope your board of trustees approve our current rate for another school year. We look forward to collaborate with your school district for IEE cases for 2013-2014 school year.

Should have any question and/or if there is any newly drafted contract the you need my signature, please do not hesitate to contact me directly.

Thanks
Hamid



Hamid Afyouni

CFO
949-654-2424 Ext. 5055 (Office) - 949-654-2428 (Fax)
16220 Scientific Way, Irvine CA 92618
www.C4L.net

From: Antifae, Donna M. [mailto:DMANTIFAE@capousd.org]
Sent: Wednesday, May 29, 2013 4:15 PM
To: Hamid Afyouni
Cc: frontdesk
Subject: FW: 2013-2014 Extension Letter Requesting Fee Schedule

Hamid and Mary,
Please see the attached request. Thank you and hope to hear from you this week.

Donna Antifae
Buyer/Planner

EXTENSION OF AGREEMENT NO. 1 PSA 1213026

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

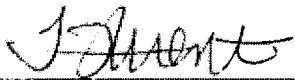
**CENTER FOR LEARNING AND BEHAVIORAL SOLUTIONS,
INCORPORATED**

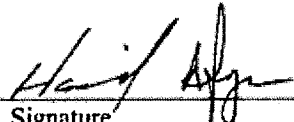
Extension of Professional Services Agreement No. PSA 1213026 called for an original contract period of July 1, 2012, through June 30, 2013. The agreement with Center for Learning and Behavioral Solutions, Incorporated shall be extended an additional 12 months, for the period July 1, 2013, through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$5,000.

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

Capistrano Unified School District

**Center for Learning and Behavioral
Solutions, Incorporated**

By: 
Signature

By: 
Signature

Terry Fluent

Hamid Afyouni
Print Name

Director, Purchasing

CFO
Title

Date: 7/12/13

Date: 6-17-13

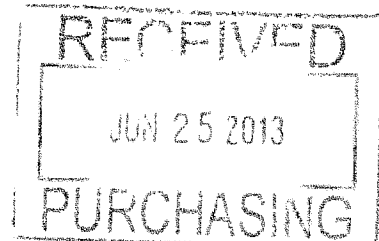


Exhibit A

Fee Schedule

Center for Learning and Behavioral Solutions, Inc
Dr. Shirin Ansari
33 Creek Road, suite C-320
Irvine, CA 92604
(949)654-2424

Psychoeducational Consultation

\$5,000.00 for Psycho educational assessments, to include initial intake with parents, psychological and educational tests/evaluations, home and school observations, IE attendance and comprehensive written report to include emendations and discussion of results and collaboration/consultation with other professionals.

Center for Learning & Behavioral Solutions

By: *Hamid Afyouni (cto)* Date: *12-5-12*

Hamid Afyouni

EXTENSION NO. 2 OF AGREEMENT PSA 1213027

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

ORANGE COUNTY THERAPY SERVICES

Professional Services Agreement No. PSA 1213027 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Orange County Therapy Services shall be extended an additional 12 months, for the period July 1, 2014 through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$60,000.

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

Capistrano Unified School District

Orange County Therapy Services

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

EXHIBIT A

FEE SCHEDULE

Orange County Therapy Service
23293 South Pointe Drive
Laguna Hills, CA 92653
(949)770-5843

Occupational Therapy and Physical Therapy Services
School based Occupational and Physical Therapy - \$80.00 per hour

\$264.00 per Occupation Therapy evaluation

By:_____ Date:_____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of 6/12/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the consultant listed below ("**Consultant**"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

ORANGE COUNTY THERAPY SERVICES

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$200,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 4/11/12

CONSULTANT

Signature: Janette Moray

Name: Janette Moray

Title: Clinical Director

Address: P.O. Box 73575

San Clemente, CA 92673

Email Address: jmoray@octherapy.com

FEIN/SSN 33-0851322

EXHIBIT B

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.

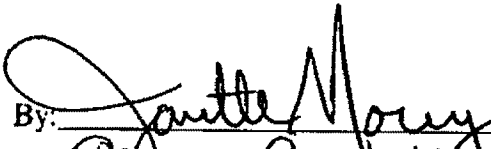
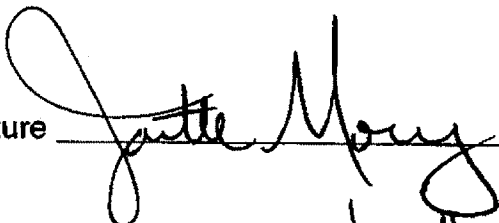
By:  Date: 6-8-2012
Orange County Therapy Services

EXHIBIT A
FEE SCHEDULE

Orange County Therapy Service
23293 South Pointe Drive
Laguna Hills, CA 92653
(949) 770-5843
Email: jmore@octherapy.com

Occupational Therapy and Physical Therapy Services
School based Occupational and Physical Therapy -\$80.00 per hour

Signature  Date 6-8-2012
Typed or Printed Name Janette Morey, Clinical Director

New Address
p.o. Box 73575
San Clemente Ct
92673

AMENDMENT OF AGREEMENT NO. PSA 1213027

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

ORANGE COUNTY THERAPY SERVICES


Professional Services Agreement No. PSA 1213027 called for an original contract amount of \$100,000.

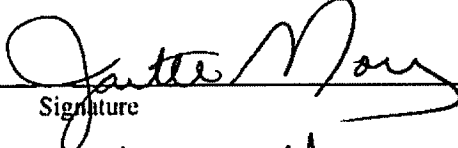
The agreement with Orange County Therapy Services shall be amended to a "not to exceed" amount of \$150,000, at the prices shown in Exhibit A to this Extension Agreement for the period of July 1, 2013 through June 30, 2014.

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

Capistrano Unified School District

Orange County Therapy Services

By: 
Signature

By: 
Signature

Terry Fluent

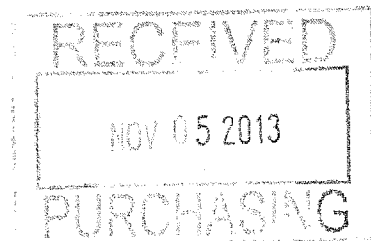
Javette Macey
Print Name

Director, Purchasing

Clerical Director
Title

Date: 11/7/13

Date: 11-1-2013





CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES

JOHN M. ALPAY
PRESIDENT

LYNN HATTON
VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

April 22, 2013

Sent via e-mail jmorey@octherapy.com

Orange County Therapy Services
PO Box 73575
San Clemente, CA 92673
Attention: Janette Morey

Subject: Extension of Contract No. PSA 1213027

Dear Ms. Morey:

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

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

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

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

SERVING THE COMMUNITIES OF:

ALISO VIEJO • COTO DE CAZA • SAN JUAN CAPISTRANO • LUNA NIGUEL • LAS FLORES • MISSION VIEJO
RANCHO S AN JUAN CAPISTRANO

EXTENSION OF AGREEMENT NO. PSA 1213027

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

ORANGE COUNTY THERAPY SERVICES

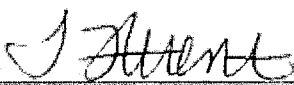
Professional Services Agreement No. PSA 1213027 called for an original contract period of July 1, 2012 through June 30, 2013.

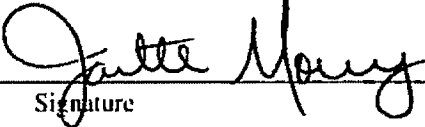
The agreement with Orange County Therapy Services shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$100,000.

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

Capistrano Unified School District

Orange County Therapy Services

By: 
Signature

By: 
Signature

Terry Fluent

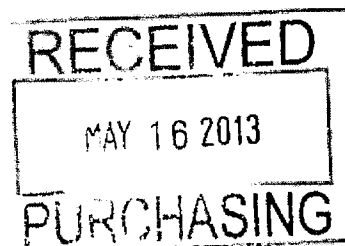
JANETTE MOREY
Print Name

Director, Purchasing

Clinical Director
Title

Date: 6/6/13

Date: 5-14-2013



2013-2014 FEE SCHEDULE

ORANGE COUNTY THERAPY SERVICES

PO 73575

SAN CLEMENTE CA 92673

EMAIL: jmorey@octherapy.com

Occupational Therapy and Physical Therapy Services are \$80 per hour

JANETTE MOREY

Clinical Director

EXTENSION NO. 2 OF AGREEMENT PSA 1213029

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

IRMA GARCIA

Professional Services Agreement No. PSA 1213029 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Irma Garcia shall be extended an additional 12 months, for the period July 1, 2014 through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$40,000.

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

Capistrano Unified School District

Irma Garcia

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

EXHIBIT A
FEE SCHEDULE

Irma Ramirez Garcia
403 Calle Nina
San Clemente CA 92672
949-492-8263
scirma@aol.com

Description of services to be provided by consultant:

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

Hourly Rate: \$60.00

Irma R. Garcia, LCSW

Date



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of 6/12/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

IRMA GARCIA

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$40,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12 6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 6/14/12

CONSULTANT

Signature: Irma R. Garcia, LCSW

Name: Irma R. Garcia

Title: Licensed Clinical Social Worker

Address: 403 Calle Dina

San Clemente, CA 92672

Email Address: scirma@aol.com

FEIN/SSN 565-67-6813

FEE SCHEDULE

Irma Ramirez Garcia
403 Calle Nina
San Clemente CA 92672
949-492-8263
scirma@aol.com

Description of services to be provided by consultant:

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

Hourly Rate: \$60.00

Irma R. Garcia, LCSW
Irma R. Garcia, LCSW

06/04/12
Date

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

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

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

By: Lema R. Garcia, LCSW Date: 06/04/12

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213029**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

IRMA GARCIA

Professional Services Agreement No. PSA 1213029 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Professional Services Agreement No. PSA 1213029 shall be amended to \$41,080 for additional services requested by the District.

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

DISTRICT

CONSULTANT

Capistrano Unified School District

Irma Garcia

By: _____

Signature

Terry Fluent

Director, Purchasing

Date: _____

08/21/12

By: _____

Signature

Irma R. Garcia

Print Name

Licensed Clinical Social Worker

Title

Date: _____

08/03/12



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of 6/12/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the consultant listed below ("**Consultant**"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

IRMA GARCIA

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$40,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

[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 Fluente

Name: Terry Fluente

Title: Director, Purchasing

Board Approval Date: 6/11/12

CONSULTANT

Signature: Irma R. Garcia, LCSW

Name: Irma R. Garcia

Title: Licensed Clinical Social Worker

Address: 403 Calle Nina
San Clemente, CA 92672

Email Address: scirma@aol.com

FEIN/SSN 565-67-6813

FEE SCHEDULE

Irma Ramirez Garcia
403 Calle Nina
San Clemente CA 92672
949-492-8263
scirma@aol.com

Description of services to be provided by consultant:

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

Hourly Rate: \$60.00

Irma R. Garcia, LCSW
Irma R. Garcia, LCSW

06/04/12
Date



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES

JOHN M. ALPAY
PRESIDENT

LYNN HATTON
VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY MANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT

JOSEPH M. FARLEY, ED. D.

April 22, 2013

Sent via e-mail scirma@aol.com

Irma Garcia
403 Calle Nina
San Clemente, CA 92672

Subject: Extension of Contract No. PSA 1213029

Dear Ms. Garcia:

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

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

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

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

SERVING THE COMMUNITIES OF:

ALISO VIEJO • COTO DE CAZA • DANA POINT • LADERA RANCH • LAGUNA NIGUEL • LAS FLORES • MISSION VIEJO
RANCHO SANTA JAN CAPISTRANO

EXTENSION OF AGREEMENT NO. PSA 1213029

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

IRMA GARCIA

Professional Services Agreement No. PSA 1213029 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Irma Garcia shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$40,000.

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

Capistrano Unified School District

Irma Garcia

By: *Terry Fluent*
Signature

By: *Irma R. Garcia*
Signature

Terry Fluent

Irma R. Garcia
Print Name

Director, Purchasing

Licensed Clinical Social Worker
Title: Pupil Personnel (LCSW)
Services Credential
(PPSC)

Date: 6/6/13

Date: 05/16/13



Irma R. García, LCSW, PPSC
403 Calle Nina, San Clemente, CA 92672
949-235-8263
scirma@aol.com

FEE SCHEDULE

Description of Services to be Provided by Consultant:

1. As indicated by a student's IEP, provide 60 minute individual, parents, or collateral counseling session with focus on issues related to identified IEP goals.
2. As requested by school staff, or as indicated by a student's presentation, consult with school staff regarding student's progress on IEP goal(s).
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultations dates and times, and IEP meeting attendance.
5. Maintain records of student progress in counseling.
6. Offer a fall and spring parenting class on a topic such as Effective Parenting Techniques to help parents learn how to build a relationship and handle discipline and everyday problems.

Pay Rate: \$60.00 per hour

Irma R. García, LCSW
Irma R. García, LCSW, PPSC

05/22/13
Date

EXTENSION NO. 2 OF AGREEMENT PSA 1213030

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BRENDA CRARY

Professional Services Agreement No. PSA 1213030 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Brenda Crary shall be extended an additional 12 months, for the period July 1, 2014 through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$40,000.

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

Capistrano Unified School District

Brenda Crary

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

Exhibit A

Fee Schedule

Brenda Crary
33 Camino Azulejo
San Clemente, CA 92673
(949)939-4701
brendacrary@cox.net

Student counseling, to include maintenance of records and IEP attendance - \$60.00 per hour

Student mental health assessments - \$85.00 per hour

By: _____ Date: _____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of 6/12/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

BRENDA CRARY

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$40,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 6/11/12

CONSULTANT

Signature: _____

Name: Brenda Crary

Title: Marriage, Family Therapist

Address: 33 Camino Azulejo

San Clemente, CA 92673

Email Address: brenda.crary@cox.net

PTN/SSN 564-23-3400

RECEIVED

JUN 07 2012

PURCHASING

FEE SCHEDULE

Brenda Crary
33 Camino Azulejo
San Clemente CA 92673
949-939-4701
brendacrary@cox.net

Description of services to be provided by consultant:

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

Hourly Rate: \$60.00

Brenda Crary
Brenda Crary, MFT

5-30-12
Date

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

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

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

By: B. C. Cuy Date: 5-30-12

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213030**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BRENDA CRARY

Professional Services Agreement No. PSA 1213030 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Professional Services Agreement No. PSA 1213030 shall be amended to \$41,080 for additional services requested by the District.

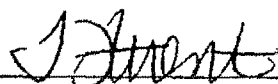
Except as set forth in this Amendment, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Brenda Crary

By: 
Signature

By: 
Signature

Terry Fluent

Brenda Crary
Print Name

Director, Purchasing

Marriage Family Therapist
Title

Date: 8/21/12

Date: 8-11-12



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES

JOHN M. ALPAY
PRESIDENT

LYNN HATTON
VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

April 22, 2013

Sent via e-mail brendacrary@cox.net

Brenda Crary
33 Camino Azulejo
San Clemente, CA 92673

Subject: Extension of Contract No. PSA 1213030

Dear Ms. Crary:

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

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

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

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

EXTENSION OF AGREEMENT NO. PSA 1213030

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BRENDA CRARY

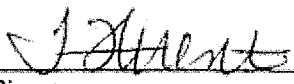
Professional Services Agreement No. PSA 1213030 called for an original contract period of July 1, 2012 through June 30, 2013.


The agreement with Brenda Crary shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$40,000.

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

Capistrano Unified School District

Brenda Crary

By: 
Signature

By: 
Signature

Terry Fluent

Brenda Crary
Print Name

Director, Purchasing

Contracted Counselor
Title

Date: 6/6/13

Date: 5-16-13

Exhibit A

FEE SCHEDULE

Brenda Crary
33 Camino Azulejo
San Clemente, CA 92673
brendacrary@cox.net
949-939-4701

Description of services to be provided by consultant:

1. As indicated by a student's IEP, provide individual, parent or collateral counseling session focusing on IEP related goals.
2. As requested by school staff, or as indicated by student's presentation, consult with school staff regarding student's progress on IEP goals.
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultation dates and time, and IEP meeting attendance.
5. Maintain records of student progress in counseling.
6. Offer a fall and spring parenting class on a topic such as Social Skills Training to help parents learn how to teach social skills to their children who struggle with social interactions.

Term of Contract: September 2013-June 2014

Hourly rate: \$60.00

Brenda Crary
Brenda Crary, MFT

5-22-13
Date

EXTENSION NO. 2 OF AGREEMENT PSA 1213031

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

TRICIA KRANTZ

Professional Services Agreement No. PSA 1213031 called for an original contract period of July 1, 2012, through June 30, 2013.

The agreement with Tricia Krantz and Capistrano Unified School District shall be extended an additional 12 months, for the period July 1, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$40,000.

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

Capistrano Unified School District

Tricia Krantz

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

EXHIBIT A
FEE SCHEDULE

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

Description of services to be provided by consultant:

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

Hourly Rate: \$60.00

Tricia Krantz, MFT

Date



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of 6/12/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

TRICIA KRANTZ

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$40,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluett
 Name: Terry Fluett
 Title: Director, Purchasing
 Board Approval Date: 6/11/12

CONSULTANT

Signature: Tricia Krantz
 Name: Tricia Krantz
 Title: Marriage + Family Therapist
 Address: 18 Country Walk Dr.
Aliso Viejo, CA 92656
 Email Address: tricia.krantz@gmail.com
 FEIN/SSN 568-63-7039

FEE SCHEDULE

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

Description of services to be provided by consultant:

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

Hourly Rate: \$60.00

Tricia Krantz MFT
Tricia Krantz, MFT

6/4/12
Date

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

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

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

By: Mica Krantz Date: June 4, 2012



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES

JOHN M. ALPAY
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VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

April 22, 2013

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

Tricia Krantz
18 Country Walk Drive
Aliso Viejo, CA 92656

Subject: Extension of Contract No. PSA 1213031

Dear Ms. Krantz:

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

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

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

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

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

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

TRICIA ELIZABETH KRANTZ

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

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

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

DISTRICT

CONSULTANT

Capistrano Unified School District

Tricia Elizabeth Krantz

By: 
Signature

By: 
Signature

Terry Fluent

Tricia Elizabeth Krantz
Print Name

Director, Purchasing

Marriage + Family Therapist
Title

Date: 8/8/12

Date: 8/4/2012

EXTENSION OF AGREEMENT NO. 1 PSA 1213031

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

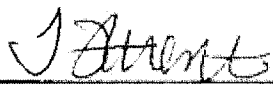
TRICIA KRANTZ

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

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

Capistrano Unified School District

Tricia Krantz

By: 
Signature

By: 
Signature

Terry Fluent

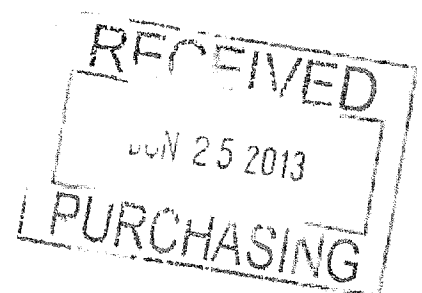
Tricia Krantz
Print Name

Director, Purchasing

Marriage + Family Therapist
Title

Date: 7/10/13

Date: 6/18/13



EXTENSION NO. 2 OF AGREEMENT ICA 1213032

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

TIWAHE TECHNOLOGY

Independent Contractor Agreement No. ICA 1213032 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Tiwahe Technology shall be extended an additional 12 months, for the period July 1, 2014 through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$5,000.

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

Capistrano Unified School District

Tiwahe Technology

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

EXHIBIT A

FEE SCHEDULE

Tiwahe Technology, LLC for Capistrano Unified School District

Fee Schedule

Work to be completed:

7 training workshops @ \$400 per workshop, including → \$2800

- customized curriculum
- preparation of materials, handouts, and worksheets
- delivery of lectures
- facilitation of discussions and hands-on practice

Program evaluation @ \$400

9 months of technical and logistical support by phone and email @ \$200 per month → \$1800

Total expected fees: \$5000

By: _____ Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 6/12/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

TIWAHE TECHNOLOGY

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$5,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and 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

CONTRACTOR

By: Terry Fluett
 Name: Terry Fluett
 Title: Director, Purchasing
 Board Approval Date: 6/11/12

Signature: Steve Hosafloak
 Name: Steve Hosafloak
 Title: CEO
 Address: 9 Virginia Ct
Irvine CA 92617
 Email Address: tiwahe@tiwahe.com
 FEIN/SSN: 45-3306061

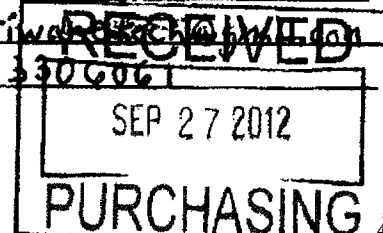


EXHIBIT A

FEE SCHEDULE

Tiwahe Technology, LLC for Capistrano Unified School District

Fee Schedule

Work to be completed:

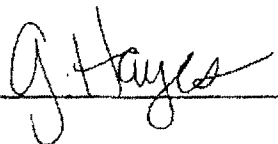
7 training workshops @ \$400 per workshop, including → \$2800

- customized curriculum
- preparation of materials, handouts, and worksheets
- delivery of lectures
- facilitation of discussions and hands-on practice

Program evaluation @ \$400

9 months of technical and logistical support by phone and email @ \$200 per month → \$1800

Total expected fees: \$5000

By:  Date: 9/25/12



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES

JOHN M. ALPAY
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AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED. D.

April 22, 2013

Sent via e-mail tiwahetech@gmail.com

Tiwahe Technology
9 Vigil Ct
Irvine, CA 92617
Attention: Gillian Hayes

Subject: Extension of Contract No. ICA 1213032

Dear Ms. Hayes:

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

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


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

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,


Donna Antifae
Buyer/Planner, Purchasing

EXTENSION OF AGREEMENT NO. ICA 1213032

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

TIWAHE TECHNOLOGY


Independent Contractor Agreement No. ICA 1213032 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Tiwahe Technology shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$5,000.

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

Capistrano Unified School District

Tiwahe Technology

By: 
Signature

By: 
Signature

Terry Fluent

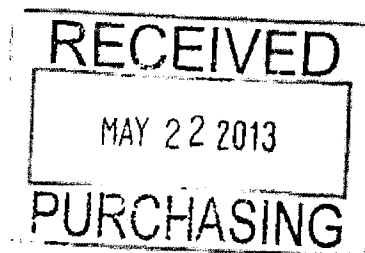
Steve Howaflock
Print Name

Director, Purchasing

President
Title

Date: 6/6/13

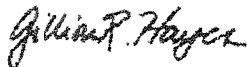
Date: 5/20/13



Tiwahe Technology LLC for Capistrano Unified School District*Fee Schedule for Work to be Completed in 2013-2014 School Year*

Monthly training workshops with staff and/or students, including	\$2500
<ul style="list-style-type: none"> - customized curriculum - preparation of materials, handouts, and worksheets - delivery of lectures - facilitation of group-based hands-on instruction - facilitation of discussion in small and large groups 	
Training and use of custom applications developed for transition students as part of the larger Technology in the Workplace program	\$500
Program Evaluation	\$200
9 Months of technical and logistical support by phone and email @200\$ per month	\$1800
SUBTOTAL	\$5000
10% Discount*	\$500
TOTAL	\$4500

*One time reduction in light of current fiscal crisis, to be removed in future years or if funding levels are restored in this year.



Signed: Gillian R. Hayes, April 30, 2013

EXTENSION NO. 2 OF AGREEMENT ICA 1213033

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PATRICIA CROMWELL

Independent Contractor Agreement No. ICA 1213033 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Patricia Cromwell shall be extended an additional 12 months, for the period July 1, 2014 through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$5,000.

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

Capistrano Unified School District

Patricia Cromwell

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

EXHIBIT A

FEE SCHEDULE

Patricia Cromwell
1354 Springfield St., #C
Upland, CA 91786
(909)981-5227

Braille Transcription services – at an hourly rate of \$15.00

By: _____ Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 6/12/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

PATRICIA CROMWELL

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$5,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and 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 Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 6/14/12

Signature Patricia Cromwell

Name: Patricia Cromwell

Title: _____

Address 1354 Springfield St. Apt C
Upland, CA 91786

Email Address: patricia.cromwell
@gte.net

FEIN/SSN 540-34-9320

EXHIBIT A

FEE SCHEDULE

Patricia Cromwell
1354 Springfield St., #C
Upland, CA 91786
(909)981-5227

Braille Transcription services – at an hourly rate of \$15.00

By: Patricia Cromwell Date: 5-30-12



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES

JOHN M. ALPAY
PRESIDENT

LYNN HATTON
VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

April 22, 2013

Sent via e-mail patricia.cromwell@gte.net

Patricia Cromwell
1354 Springfield St. Apt. C
Upland, CA 91786

Subject: Extension of Contract No. ICA 1213033

Dear Ms. Cromwell:

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

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

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

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

EXTENSION OF AGREEMENT NO. ICA 1213033

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PATRICIA CROMWELL

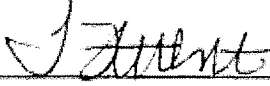
Independent Contractor Agreement No. ICA 1213033 called for an original contract period of July 1, 2012 through June 30, 2013.

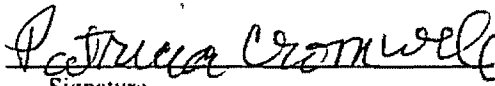
The agreement with Patricia Cromwell shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$5,000.

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

Capistrano Unified School District

Patricia Cromwell

By: 
Signature

By: 
Signature

Terry Fluent

Patricia Cromwell
Print Name

Director, Purchasing

Title

Date: 6/6/13

Date: 5-11-13



EXHIBIT A

FEE SCHEDULE

Patricia Cromwell
1354 Springfield St., #C
Upland, CA 91786
(909)981-5227

Braille Transcription services – at an hourly rate of \$15.00

By: Patricia Cromwell Date: 5-30-12

EXTENSION NO. 2 OF AGREEMENT PSA 1213034

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

LEISURE CARE REFERRAL AGENCY, INCORPORATED

Professional Services Agreement No. PSA 1213034 called for an original contract period of July 1, 2012, through June 30, 2013.

The agreement with Leisure Care Referral Agency, Incorporated shall be extended an additional 12 months, for the period July 1, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$8,000.

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

Capistrano Unified School District

Leisure Care Referral Agency, Incorporated

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

EXHIBIT A

FEE SCHEDULE

The LCNR Inc., dba Leisure Care
30131 Town Center Drive, #205
Laguna Niguel, CA 92677
(949)363-7401

Licensed Vocational Nurse (LVN) - \$35.00

By:_____ Date:_____

4



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of 6/12/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

LEISURE CARE REFERRAL AGENCY INC

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$8,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 6/11/12

CONSULTANT

Signature: Trevor L. Blackman

Name: TREVOR L. BLACKMAN

Title: PRESIDENT

Address: 30131 TOWN CENTER DRIVE #205
Laguna Niguel, CA 92677

Email Address: trevor@lc-homecare.com

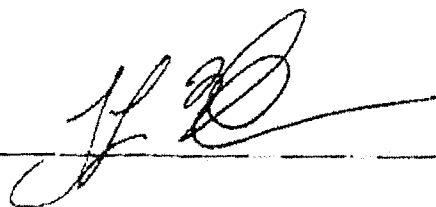
FEIN/SSN 45-4788136

EXHIBIT A
FEE SCHEDULE

Leisure Care Referral Agency, Inc.
30131 Town Center Drive, #205
Laguna Niguel, CA 92677
(949) 363-7401
trevor@lchomecare.com

Licensed Vocational Nurse (LVN)- \$38.00

Signature _____



Date _____

5/21/12

Typed or Printed Name _____

TREVOR L. BLACKANN

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

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

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

By: _____



Date: _____

5/21/12

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213034**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

LEISURE CARE REFERRAL AGENCY, INC.

Professional Services Agreement No. PSA No. 1213034 called for services to be rendered at the rates shown in the agreement.

The contract with Leisure Care Referral Agency, Inc. shall be amended to reflect the negotiated reduced rates as shown in Exhibit A to this amendment.

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

DISTRICT

CONSULTANT

Capistrano Unified School District

Leisure Care Referral Agency, Inc.

By: _____

Signature

Terry Fluent

Director, Purchasing

Date: _____

6/22/12

By: _____

Signature

TREVOR L. BLACKANN
Print Name

PRESIDENT
Title

Date: _____

6/20/12

EXHIBIT A

FEE SCHEDULE

The LCNR Inc., dba Leisure Care
30131 Town Center Drive, #205
Laguna Niguel, CA 92677
(949)363-7401

Licensed Vocational Nurse (LVN) - \$35.00


By:  Date: 6/20/12

Exhibit A

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213034

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

LEISURE CARE REFERRAL AGENCY, INC.

Professional Services Agreement No. PSA 1213034 called for services to be rendered at the rates shown in the agreement.

The "Not to Exceed" amount on Professional Services Agreement No. PSA 1213034 shall be amended to \$11,230.00 for additional services requested by the District.

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

DISTRICT

CONSULTANT

Capistrano Unified School District

Leisure Care Referral Agency, Inc.

By: Terry Fluett
Signature

By: TERRY L. BLUMENFELD
Signature

Terry Fluett

TERRY L. BLUMENFELD
Print Name

Director, Purchasing

Director
Title

Date 11/20/12

Date 11/20/12

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. 3 PSA 1213034**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

LEISURE CARE REFERRAL AGENCY, INC.

Professional Services Agreement No. PSA 1213034 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Professional Services Agreement No. PSA 1213034 shall be amended to \$19,430 for additional services requested by the District.


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

DISTRICT

CONSULTANT

Capistrano Unified School District

Leisure Care Referral Agency, Inc.

By: 
Signature

By: 
Signature

Terry Fluent

TREVOR L. BLACKANN
Print Name

Director, Purchasing

PRESIDENT
Title

Date: 7/12/13

Date: 6/17/13

**AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213034**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

LEISURE CARE REFERRAL AGENCY, INC.

Professional Services Agreement No. PSA 1213034 called for services to be rendered at the rates shown in the agreement.

The "Not to Exceed" amount on Professional Services Agreement No. PSA 1213034 shall be amended to \$58,000 for additional services requested by the District.


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


DISTRICT

CONSULTANT

Capistrano Unified School District

Leisure Care Referral Agency, Inc.

By: 
Signature

By: 
Signature

Terry Fluent

T. L. Blackann

Print Name

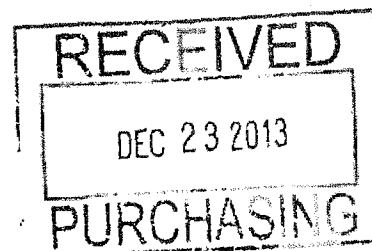
Director, Purchasing

PRESIDENT

Title

Date: 1/21/14

Date: 12/17/13





CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES

JOHN M. ALPAY
PRESIDENT

LYNN HATTON
VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

April 22, 2013

Sent via e-mail trevor@lchomecare.com

Leisure Care Referral Agency, Inc.
30131 Town Center Dr. #205
Laguna Niguel, CA 92677
Attention: Trevor Blackann, President

Subject: Extension of Contract No. PSA 1213034

Dear Mr. Blackann:

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

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

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

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

SERVING THE COMMUNITIES OF:

ALISO VIEJO • COTO DE CAZA • DANA POINT • LADERA RANCH • LAGUNA NIGUEL • LAS FLORES • MISSION VIEJO
RANCHO S AN JUAN CAPISTRANO

EXTENSION OF AGREEMENT NO. 1 PSA 1213034

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

LEISURE CARE REFERRAL AGENCY, INCORPORATED

Professional Services Agreement No. PSA 1213034 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Leisure Care Referral Agency, Incorporated shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$8,000.

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

Capistrano Unified School District

Leisure Care Referral Agency, Incorporated

By: 
Signature

Terry Fluent

Director, Purchasing

Date: 7/10/13

By: 
Signature

TREVOR L. BLACKANN
Print Name

PRESIDENT
Title

Date: 6/17/13

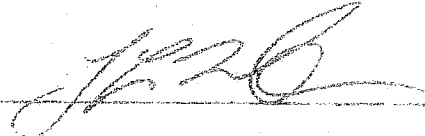
EXHIBIT A

FEE SCHEDULE

The LCNR Inc., dba Leisure Care
30131 Town Center Drive, #205
Laguna Niguel, CA 92677
(949)363-7401

Licensed Vocational Nurse (LVN) - \$35.00

By



Date:

6/20/12

Exhibit A

EXTENSION NO. 2 OF AGREEMENT PSA 1213035

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BLIND CHILDREN'S LEARNING CENTER

Professional Services Agreement No. PSA 1213035 called for an original contract period of July 1, 2012, through June 30, 2013.

The agreement with Blind Children's Learning Center shall be extended an additional 12 months, for the period July 1, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$3,000.

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

Capistrano Unified School District

Blind Children's Learning Center

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

EXHIBIT A

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

Fee Schedule

Vision Assessments - \$90.00 per hour

By:_____ Date:_____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of 6/12/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

BLIND CHILDREN'S LEARNING CENTER

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$7,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 6/11/12

CONSULTANT

Signature: Kathleen Buehler

Name: Kathleen Buehler

Title: Executive Director

Address: Blind Children's Learning Center
18542-B Vanderlip Ave, Santa Ana, CA
92705

Email Address: kathleen.buehler@blindkids.org

FEIN/SSN 95-6097023

1 Contact: Denise Grajek, Contract Administrator

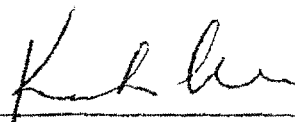
Professional Services Agreement denise.grajek@blindkids.org
 Capistrano Unified School District

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

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

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

By:  Date: 5/29/12
Kim Webb

SPECIAL CONDITIONS

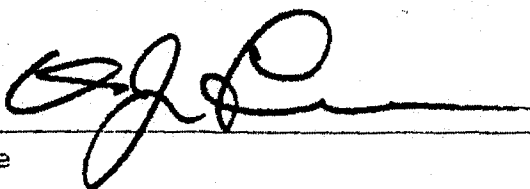
Scope of Practice and Release of Assessment Documentation

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

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

By: _____

KJ Lee



Date: _____

5/25/12

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

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

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

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

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

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

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

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

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

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

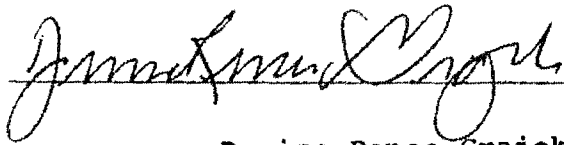
Upon complete of the independent educational evaluation, the consultant agrees to release assessment documentation including assessment protocols and written report to the DISTRICT prior to receipt of payment for services.

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

EXHIBIT A
FEE SCHEDULE

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

Vision Assessments \$90.00 per hour

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



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES

JOHN M. ALPAY
PRESIDENT

LYNN HATTON
VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, Ed.D.

May 9, 2013

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

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

Subject: Extension of Contract No. PSA 1213035

Dear Ms. Grajek,

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

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

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

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

EXTENSION OF AGREEMENT NO. 1 PSA 1213035

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BLIND CHILDREN'S LEARNING CENTER

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

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

Capistrano Unified School District

Blind Children's Learning Center

By: 
Signature

By: 
Signature

Terry Fluent

Kathleen Buehler
Print Name

Director, Purchasing

Executive Director
Title

Date: 8/1/13

Date: 07/15/2013



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

Revised 03/08/13

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

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

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

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

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

SERVICES THAT CAN BE CONTRACTED FOR SEPARATELY INCLUDE:

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

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

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

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

EXTENSION NO. 2 OF AGREEMENT PSA 1213036

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

GOODWILL INDUSTRIES OF ORANGE COUNTY (ATEC)

Professional Services Agreement PSA 1213036 called for an original contract period of July 1, 2012, through June 30, 2013.

The agreement with Goodwill Industries of Orange County (ATEC) shall be extended an additional 12 months, for the period July 1, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$2,000.

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

Capistrano Unified School District

**Goodwill Industries of Orange County
(ATEC)**

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

EXHIBIT A

FEE SCHEDULE

Goodwill Industries of Orange County (ATEC)
410 North Fairview
Santa Ana, CA 92703
(714)547-6301

Assistive Technology Services
Assessments – nine hour minimum
\$95.00 per hour; plus
Travel time \$25.00 per hour; and
Mileage at current IRS district approved rate.

By:_____ Date:_____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of 6/12/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the consultant listed below ("**Consultant**"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

GOODWILL INDUSTRIES OF ORANGE COUNTY (ATEC)

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 \$4,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 6/11/12

CONSULTANT

Signature: Nancy A. Quarles

Name: Nancy Quarles

Title: Vice President of Human Service

Address: 410 N. Fairview

Santa Ana, CA 92703

Email Address: nancy@ocgoodwill.org

FEIN/SSN 95-1644018

1

EXHIBIT A

FEE SCHEDULE

Goodwill Industries of Orange County (ATEC)
410 North Fairview
Santa Ana, CA 92703
(714)547-6301

Assistive Technology Services
Assessments – nine hour minimum
\$95.00 per hour; plus
Travel time \$25.00 per hour; and
Mileage at current IRS district approved rate.

By: Nancy A. Orville Date: 5-29-12

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

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

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

By: Nancy A. Gmalls Date: 5-29-2022



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES

JOHN M. ALPAY
PRESIDENT

LYNN HATTON
VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

April 22, 2013

Sent via e-mail nancy@ocgoodwill.org

Goodwill Industries of Orange County (ATEC)
410 N. Fairview
Santa Ana, CA 92703
Attention: Nancy Quarles

Subject: Extension of Contract No. PSA 1213036

Dear Ms. Quarles:

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

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

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

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

SERVING THE COMMUNITIES OF:

ALISO VIEJO • COTO DE CAZA • DANFORTH • GILBERT • LAGUNA NIGUEL • LAS FLORES • MISSION VIEJO
RANCHO SANTA ANA CAPISTRANO

EXTENSION NO. 1 OF AGREEMENT NO. PSA 1213036

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

GOODWILL INDUSTRIES OF ORANGE COUNTY (ATEC)

Professional Services Agreement PSA 1213036 called for an original contract period of July 1, 2012, through June 30, 2013.

The agreement with Goodwill Industries of Orange County (ATEC) shall be extended an additional 12 months, for the period July 1, 2013, through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$2,000.

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

Capistrano Unified School District


By: 
Signature

Terry Fluent

Director, Purchasing

Date: 8/12/13

**Goodwill Industries of Orange County
(ATEC)**

By: 
Signature

Nancy A. Quarles
Print Name

V.P. Human Services
Title

Date: 7-16-2013

EXTENSION NO. 2 OF AGREEMENT PSA 1213037

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SUSAN BERKOWITZ

Professional Services Agreement No. PSA 1213037 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Susan Berkowitz shall be extended an additional 12 months, for the period July 1, 2014 through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$4,000.

Except as set forth in this Extension Agreement, and Board approved on May 23, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Susan Berkowitz

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

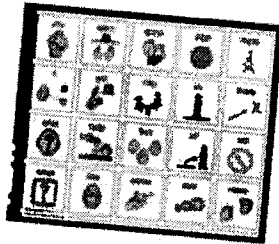
Director, Purchasing

Title

Date: _____

Date: _____

EXHIBIT A
Fee Schedule



5-12

**Susan Berkowiz,
M.S., M.Ed., C.C.C., SLP
Speech-Language**

Fee Schedule 2011-12 and 2012-13 School Years*

OFFICE
11298 Duenda Rd
San Diego, Ca 92127

PHONE
619 980 0347

FAX
866-512-0474

EMAIL
berkowitzs@hotmail.com

WEB
web.mac.com/susanberkowitz

Assessments, consultation, and IEP meeting attendance.....	\$130/hr**
Due Process Hearing testimony	\$150/hr

* no fee increased

** please note mileage reimbursement of \$.55 per mile in addition to hourly fee for services provided more than 40 miles from office.

By: _____

Date: _____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of May 24, 2012, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

SUSAN BERKOWITZ

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 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By:

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 5/23/12

CONSULTANT

Signature: [Signature]

Name: SUSAN BERKOWITZ

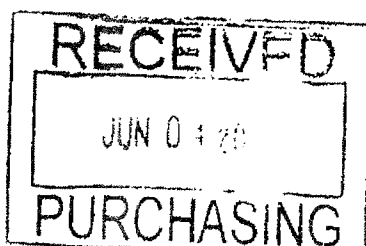
Title: SPEECH-LANGUAGE PATHOLOGIST

Address: 11248 DUEÑA RD

SAN DIEGO CA 92127

Email Address: BERKOWITZSC@GMAIL.COM

FEIN/SSN 197-36-3692



Professional Services Agreement Contract No. 1213037
Capistrano Unified School District



S-12

Susan Berkowitz, M.S.,
M.Ed
Speech-Language Pathologist

Fee Schedule 2011-12 and 2012-13 School Years*

Assessments, consultation, and IEP meeting attendance.....	\$130./hr**
Due Process Hearing testimony	\$150./hr

* no fee increased

** please note mileage reimbursement of \$.55 per mile in addition to hourly fee for services provided more than 40miles from office.

Effective July 1, 2012, all assessments will be at the reduced rate of \$120 an hour.

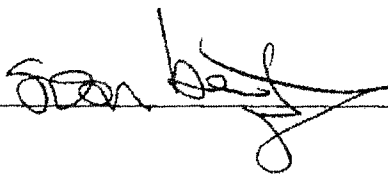
SPECIAL CONDITIONS

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: _____

05.21.12

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213037**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SUSAN BERKOWITZ

Professional Services Agreement PSA 1213037 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Professional Services Agreement No. PSA 1213037 shall be amended to \$4,000 for additional services requested by the District.


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


DISTRICT

CONSULTANT

Capistrano Unified School District

Susan Berkowitz

By: 
Signature

By:  (Please see exception to fee schedule changes)
Signature

Terry Fluent

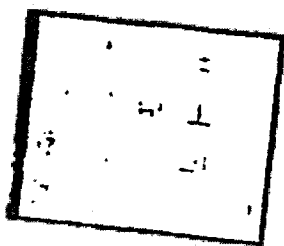
Susan Berkowitz
Print Name

Director, Purchasing

SLP
Title

Date: 10/14/13

Date: 9-21-13



S-12

Susan Berkowitz, M.S.,
M Ed
Speech-Language Pathologist

Fee Schedule 2011-12 and 2012-13 School Years*

Assessments, consultation, and IEP meeting attendance	\$130/hr**
Due Process Hearing testimony	\$150/hr

* no fee increased

** please note mileage reimbursement of \$55 per mile in addition to hourly fee for services provided more than 40 miles from office

Effective July 1, 2012, all assessments will be at the reduced rate of \$120 an hour.

SB

rates for 2013-14 are
as above, unless services
are provided in San Diego



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES

JOHN M. ALPAY
PRESIDENT

LYNN HATTON
VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

April 22, 2013

Sent via e-mail berkowitzs2hotmail.com

Susan Berkowitz
11298 Duenda Road
San Diego, CA 92127

Subject: Extension of Contract No. PSA 1213037

Dear Ms. Berkowitz:

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

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

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

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

SERVING THE COMMUNITIES OF:

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

EXTENSION OF AGREEMENT NO. PSA 1213037

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SUSAN BERKOWITZ

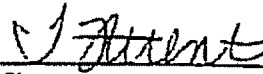
Professional Services Agreement No. PSA 1213037 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Susan Berkowitz shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$2,000.

Except as set forth in this Extension Agreement, and Board approved on May 23, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Susan Berkowitz

By: 
Signature

By: 
Signature

Terry Fluent

Susan Berkowitz
Print Name

Director, Purchasing

Speech pathologist / AAC Special
Title

Date: 6/6/13

Date: 5-10-13



Susan Berkowitz, M.S., M.Ed.
Speech-Language Pathologist

Fee Schedule for the Capo. USD 2013-2014

\$120 per hour if services provided within San Diego

\$130 per hour if services provided in Orange County

\$.565 per mile beyond 35 miles from my office

\$150 per hour due process hearings prepare and testify

web.m2c.com/susanberkowitz

EXTENSION NO. 2 OF AGREEMENT PSA 1213040

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BIO-ACOUSTICAL CORPORATION

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

The agreement with Bio-Acoustical Corporation shall be extended an additional 12 months, for the period July 1, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$56,000.

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

Capistrano Unified School District

Bio-Acoustical Corporation

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

EXHIBIT A

STANDARD SCREENING SERVICES CONTRACT

THIS CONTRACT, BY AND BETWEEN BIO-ACOUSTICAL CORPORATION
AND THE CAPISTRANO UNIFIED SCHOOL DISTRICT SHALL BE IN EFFECT
FOR THE 2014 - 2015 SCHOOL YEAR

SECTION I: HEARING SCREENING

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

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

Please check appropriate boxes:

☐

Initial Screenings

☐

Initial Screenings with First Thresholds

☐

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

SECTION II:**VISION SCREENING**

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

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

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

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

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

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

- (a) Perform the following service: Color vision screening of pupils designated by the School District. Such service shall be performed in accordance with and subject to, all applicable requirements for the Education Code, Health and Safety Code, the reasonable regulations adopted by the School District, and all other applications of law.
- (b) Conduct color vision screening using Ishihara or Pseudo-isocromatic color plates, and shall be conducted in the one grade level designated by the School District, on male students, as well as any referrals.
- (c) Submit the results of all screenings at the end of the testing period. Individual student screening results, plus an overall statistical report, will be included.
- (d) Submit detailed billing to the School District's business office. This billing may be submitted as progress billing for work already completed at any time during the contract and at regular intervals.

SECTION IV:

PRICING

The School District shall pay Contractor per the following rates, dependent on the number of staff utilized and students screened.

PER DAY RATE: \$1100 when two vision screeners utilized (up to roughly 400 tests)
 \$1400 when three vision screeners are utilized

Rate includes vision and hearing screening on grades K, 2, 5, and 8 as well as any referrals, SDC, RSP students, color vision on 2nd grade boys, data services including pre-printing of forms, Aeries compatible data for importing into district database, and reporting services including one master report for the district and one individual school report for each school.

INITIAL SCREENING DAYS ALLOTTED

District is allotted **forty-six (46)** days of initial screenings.

SECTION V:

CONDITIONS

- (a) It is expressly understood and agreed upon by both parties hereto, that the Contractor, while engaged in carrying out and complying with any and all of the terms of this contract, is an independent contractor and is not an officer, agent, or employee of the aforesaid School District.
- (b) The reports submitted by the Contractor to the School District shall only contain the results of the tests conducted, and shall not include any suggestions or diagnoses. Contractor shall have no responsibility or obligation with respect to the existence of any impaired hearing or vision of any student, and results will not be released except to authorized personnel of the School District, and shall be maintained always as confidential and secret by Contractor.
- (c) The School District shall be solely responsible for the conduct and supervision of the students during the testing and related on-site activities conducted by the Contractor. The School District shall provide adequate personnel to control and supervise students at all times during the course of testing being conducted at any/all of the schools of the School District. The School District shall also be responsible for getting students from classes to the testing area, making them available for testing in a reasonable and timely fashion, and returning them to their classes at each of the school sites.
- (d) The School District shall designate a Health Supervisor as its authorized agent to coordinate the implementation of this contract with Contractor, as specified in Sections 44879 inclusive, and Section 49422 of the California Education Code.
- (e) The School District shall provide a safe place to park and store the mobile testing vehicle of the Contractor during the testing schedule when said vehicle is being utilized within the District. The School District bus yard or other suitable location shall be made available after each test day, on holidays and weekends.
- (f) Contractor agrees to, and does hereby indemnify and hold harmless, the School District, its officers, agents, and employees from every claim or demand made and every liability, loss, damage, or expense of any nature whatsoever, which may be incurred by reason of any injury to or death of persons or damage to property, sustained by any person arising out of or in any way connected with the actions of Contractor in conducting the hearing and/or vision tests under this contract, except for liability for damages which result from the sole negligence or willful misconduct of the School District, its officers, employees or agents who are directly employed by the School District.
- (g) In the event of cancellation of this contract, after execution and scheduling of the actual testing, the School District shall give Contractor proper consideration at the rate of 10% of the total revenues expected from the contract for that school year. A ninety- (90) day written cancellation is required to make an executed contract null and void. If rescheduling is necessary due to either party, a minimum of one-day notice is requested. Schools rescheduled must be completed by the date indicated in Section (j). In the event a scheduled screening day is canceled or postponed by the School District or an agent thereof, after the start of that day, the School District will reimburse Contractor for expenses incurred that day, limited to cost of actual mileage reimbursements and salaries paid to employees of Contractor who were scheduled to work and arrived at School District site in good faith.

SECTION V: (continued)

- (h) Upon acceptance of this contract, the School District shall issue an applicable **Purchase Order** to cover services provided by this contract. **Purchase orders must be received with the signed contracts, or no later than three weeks prior to date testing schedule commences**, indicating approximate numbers of students to be tested, and price ranges for test to be administered. Terms of payment will be net 15 days (1 ½% interest will be charged to all invoices not paid after thirty (30) days). Purchase orders may include "NOT TO EXCEED" LIMITATIONS, but must take any prior year's billing total plus any enrollment increases, or current enrollment figures multiplied by the applicable hearing and/or vision charges into consideration.
- (i) School District is responsible for: 1) Reporting failures and/or and School District recommendations to parents of students, and reporting to any applicable State Agencies any/all total district figures, as well as filing any annual mandated screening compliance reports to applicable agencies, and 2) Filing "intent to contract" with applicable Agencies of County and State.
- (j) Completion date: All screening services under this contract will be completed on or before
6/30/15.

SECTION VI:

ACCEPTANCE

IN WITNESS WHEREOF, the parties signing below have executed this Contract as of the date transcribed here below.

Date:

Bio-Acoustical Corporation

Capistrano Unified School District
School District

Date:

Authorized Agent's Signature

Purchase Order Number (PO must be on file prior to testing)

Term of this contract is for 1 year (s).



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 6/12/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

BIO-ACOUSTICAL CORPORATION

WHEREAS, DISTRICT is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONTRACTOR is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "Contracting Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the Contracted Services as set forth in Contractor's Proposal which is attached hereto, marked as Exhibit "A." and incorporated herein by this reference.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed **\$56,000** in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

[X] General Conditions [X] Special Conditions [X] Required Documents and Certifications [X] Purchase Orders(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

DISTRICT

By: Terry Fluett
 Name: Terry Fluett
 Title: Director, Purchasing
 Board Approval Date: 6/12/12

CONTRACTOR

Signature: Mark R. Doyle
 Name: MARK R. DOYLE
 Title: PRESIDENT
 Address: 1033 E. 17th St. #103
SANTA ANA, CA 92705
 Email Address: mark@bio-acoustical.ca
 FEIN/SSN: 95-2641809

Exhibit A

SCOPE/PRICING

SECTION I: HEARING SCREENING

Bio-Acoustical Corporation, herein known as Contractor shall:

- (a) Perform the following service: Hearing screening on designated students at designated districts school sites. Such services shall be performed in accordance with, and subject to, all applicable requirements for the Education Code, Health and Safety Code, the reasonable regulations adopted by the School District, and all other applications of law.
- (b) Perform the hearing screenings in accordance with procedures prescribed in Section 2951, California Public Health Administrative Code, Title 17. The following screening(s) will be administered: Initial Screenings with First Thresholds
- (c) Permit only properly licensed and certified personnel to conduct such screening of pupils. Such personnel shall meet the requirements and standards of the State Board of Public Health, Section 1685 and Section 1686 of the Health and Safety Code of California and shall be registered in the State Department of Education and the County Schools office.
- (d) Utilize the adequate equipment and audiometers necessary to conduct adequate screening and testing. Audiometers used shall be calibrated to the ANSI 1989 Standards.
- (e) Submit the results of all screenings at the end of the testing period. Individual student screening results, plus an overall statistical report, will be included.
- (f) Submit detailed billing to the School District's business office. This billing may be submitted as progress billing for work already completed at any time during the contract and at regular intervals.
- (g) Perform group screening on all initial screening at all grade levels except Kindergarten, which is done one-on-one.

SECTION II: VISION SCREENING

- (a) Perform the following service: Vision screening of pupils designated by the School District. Such Service shall be performed in accordance with, and subject to, all applicable requirements for the Education Code, Health and Safety Code, the reasonable regulations adopted by the School District, and all other applications of law.
- (b) Conduct vision screening by use of procedures known as Snellen Screening and LEA Vision Test System for Kindergarten level and for children who do not know how to read.
- (c) Attest that Contractor is currently registered with the State Department of Education and County School's office, and that qualified personnel shall give vision services.
- (d) Utilize the adequate equipment necessary to conduct adequate screening: Good-Lite Snellen test charts.

- (e) Submit the results of all screenings at the end of the testing period. Individual student screening results, plus an overall statistical report, will be included.
- (f) Submit detailed billing to the School District's business office. This billing may be submitted as progress billing for work already completed at any time during the contract and at regular intervals.

SECTION III: COLOR VISION SCREENING

- (a) Perform the following service: Color vision screening of pupils designated by the School District. Such service shall be performed in accordance with and subject to, all applicable requirements for the Education Code, Health and Safety Code, the reasonable regulations adopted by the School District, and all other applications of law.
- (b) Conduct color vision screening using Ishihara or Pseudo-isochromatic color plates, and shall be conducted in the one grade level designated by the School District, on male students, as well as any referrals.
- (c) Submit the results of all screenings at the end of the testing period. Individual student screening results, plus an overall statistical report, will be included.
- (d) Submit detailed billing to the School District's business office. This billing may be submitted as progress billing for work already completed at any time during the contract and at regular intervals.

SECTION IV: PRICING

The School District shall pay Contractor per the following rates, dependent on the number of staff utilized and students screened.

PER DAY RATE: \$1100 when two vision screeners utilized (up to roughly 400 tests)
 \$1400 when three vision screeners are utilized

Rates include vision and hearing screening on grades K, 2, 5, and 8 as well as any referrals, SDC, RSP students, color vision on 2nd grade boys, data services including pre-printing of forms, Aeries compatible data for importing into District database, and reporting services including one master report for the District and one individual school report for each school. Data and forms included.

Rate not to exceed \$56,000 total for 2012-2013 services.

Initial screening days allotted: District is allotted forty six (46) days of initial screenings.

SPECIAL CONDITIONS

ICA1213040

1. The reports submitted by the Contractor to the District shall only contain the results of the tests conducted, and shall not include any suggestions or diagnoses. Contractor shall have no responsibility or obligation with respect to the existence of any impaired hearing or vision of any student, and results will not be released except to authorized personnel of the School District, and shall be maintained always as confidential and secret by Contractor.
2. The District shall be solely responsible for the conduct and supervision of the students during the testing and related on-site activities conducted by the Contractor. The District shall provide adequate personnel to control and supervise students at all times during the course of testing being conducted at any/all of the schools of the District. The District shall also be responsible for getting students from classes to the testing area, making them available for testing in a reasonable and timely fashion, and returning them to their classes at each of the school sites.
3. The District shall designate a Health Supervisor as its authorized agent to coordinate the implementation of this contract with Contractor, as specified in Sections 44879 inclusive, and Section 49422 of the California Education Code.
4. The District shall provide a safe place to park and store the mobile testing vehicle of the Contractor during the testing schedule when said vehicle is being utilized within the District. The District bus yard or other suitable location shall be made available after each test day, on holidays and weekends.
5. Contractor agrees to start screenings promptly when school starts. The District will provide school site start times.
6. The District is responsible for: 1) Reporting failures and/or and District recommendations to parents of students, and reporting to any applicable State Agencies any/all total District figures, as well as filing any annual mandated screening compliance reports to applicable agencies, and 2) Filing "intent to contract" with applicable Agencies of County and State.
7. Completion date: All screening services for 2012/2013 under this contract will be completed on or before February 2013.

EXTENSION OF AGREEMENT NO.1 PSA 1213040

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BIO-ACOUSTICAL CORPORATION

Professional Services Agreement No. PSA 1213040 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with bio-Acoustical Corporation shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$56,000.

Except as set forth in this Extension Agreement, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District


By: 
Signature

Terry Fluent

Director, Purchasing

Date: 7/10/13

Bio-Acoustical Corporation

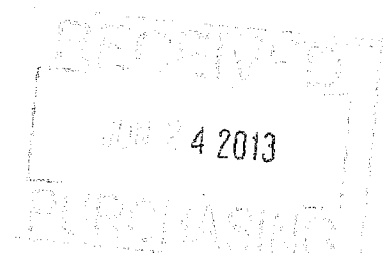
By: 
Signature

MARK R. DOYLE

Print Name

President
Title

Date: 6/18/13



STANDARD SCREENING SERVICES CONTRACT

THIS CONTRACT, BY AND BETWEEN **BIO-ACOUSTICAL CORPORATION**
AND THE **CAPISTRANO UNIFIED SCHOOL DISTRICT** SHALL BE IN EFFECT
FOR THE **2013 - 2014 SCHOOL YEAR**

SECTION I: HEARING SCREENING

Bio-Acoustical Corporation, herein known as Contractor, shall:

- (a) Perform the following service: Hearing screening on designated students at designated districts school sites. Such services shall be performed in accordance with, and subject to, all applicable requirements for the Education Code, Health and Safety Code, the reasonable regulations adopted by the School District, and all other applications of law.
- (b) Perform the hearing screenings in accordance with procedures prescribed in Section 2951, California Public Health Administrative Code, Title 17. The following screening(s) will be administered:

Please check appropriate boxes:

☐

Initial Screenings

☐

Initial Screenings with First Thresholds

☐

- (c) Permit only properly licensed and certified personnel to conduct such screening of pupils. Such personnel shall meet the requirements and standards of the State Board of Public Health, Section 1685 and Section 1686 of the Health and Safety Code of California and shall be registered in the State Department of Education and the County Schools office.
- (d) Utilize the adequate equipment and audiometers necessary to conduct adequate screening and testing. Audiometers used shall be calibrated to the ANSI 1989 Standards.
- (e) Submit the results of all screenings at the end of the testing period. Individual student screening results, plus an overall statistical report, will be included.
- (f) Submit detailed billing to the School District's business office. This billing may be submitted as progress billing for work already completed at any time during the contract and at regular intervals.
- (g) Perform group screening on all initial screening at all grade levels except Kindergarten, which is done one-on-one.

SECTION II:**VISION SCREENING**

CHECK ONE: Bio-Acoustical Corporation, herein known as Contractor shall:

<input type="checkbox"/>	<input type="checkbox"/>
YES	NO

- (a) Perform the following service: Vision screening of pupils designated by the School District. Such service shall be performed in accordance with, and subject to, all applicable requirements for the Education Code, Health and Safety Code, the reasonable regulations adopted by the School District, and all other applications of law.
- (b) Conduct vision screening by use of a procedure known as Snellen Screening.
- (c) Attest that Contractor is currently registered with the State Department of Education and County School's office, and that qualified personnel shall give vision services.
- (d) Utilize the adequate equipment necessary to conduct adequate screening: Good-Lite Snellen test charts.
- (e) Submit the results of all screenings at the end of the testing period. Individual student screening results, plus an overall statistical report, will be included.
- (f) Submit detailed billing to the School District's business office. This billing may be submitted as progress billing for work already completed at any time during the contract and at regular intervals.

SECTION III: (optional) COLOR VISION SCREENING

CHECK ONE: Bio-Acoustical Corporation, herein known as Contractor shall:

<input type="checkbox"/>	<input type="checkbox"/>
YES	NO

- (a) Perform the following service: Color vision screening of pupils designated by the School District. Such service shall be performed in accordance with and subject to, all applicable requirements for the Education Code, Health and Safety Code, the reasonable regulations adopted by the School District, and all other applications of law.
- (b) Conduct color vision screening using Ishihara or Pseudo-isochromatic color plates, and shall be conducted in the one grade level designated by the School District, on male students, as well as any referrals.
- (c) Submit the results of all screenings at the end of the testing period. Individual student screening results, plus an overall statistical report, will be included.
- (d) Submit detailed billing to the School District's business office. This billing may be submitted as progress billing for work already completed at any time during the contract and at regular intervals.

SECTION IV:

PRICING

The School District shall pay Contractor per the following rates, dependent on the number of staff utilized and students screened.

PER DAY RATE: \$1100 when two vision screeners utilized (up to roughly 400 tests)
 \$1400 when three vision screeners are utilized

Rate includes vision and hearing screening on grades K, 2, 5, and 8 as well as any referrals, SDC, RSP students, color vision on 2nd grade boys, data services including pre-printing of forms, Aeries compatible data for importing into district database, and reporting services including one master report for the district and one individual school report for each school.

INITIAL SCREENING DAYS ALLOTTED

District is allotted **forty-six (46)** days of initial screenings.

SECTION V:

CONDITIONS

- (a) It is expressly understood and agreed upon by both parties hereto, that the Contractor, while engaged in carrying out and complying with any and all of the terms of this contract, is an independent contractor and is not an officer, agent, or employee of the aforesaid School District.
- (b) The reports submitted by the Contractor to the School District shall only contain the results of the tests conducted, and shall not include any suggestions or diagnoses. Contractor shall have no responsibility or obligation with respect to the existence of any impaired hearing or vision of any student, and results will not be released except to authorized personnel of the School District, and shall be maintained always as confidential and secret by Contractor.
- (c) The School District shall be solely responsible for the conduct and supervision of the students during the testing and related on-site activities conducted by the Contractor. The School District shall provide adequate personnel to control and supervise students at all times during the course of testing being conducted at any/all of the schools of the School District. The School District shall also be responsible for getting students from classes to the testing area, making them available for testing in a reasonable and timely fashion, and returning them to their classes at each of the school sites.
- (d) The School District shall designate a Health Supervisor as its authorized agent to coordinate the implementation of this contract with Contractor, as specified in Sections 44879 inclusive, and Section 49422 of the California Education Code.
- (e) The School District shall provide a safe place to park and store the mobile testing vehicle of the Contractor during the testing schedule when said vehicle is being utilized within the District. The School District bus yard or other suitable location shall be made available after each test day, on holidays and weekends.
- (f) Contractor agrees to, and does hereby indemnify and hold harmless, the School District, its officers, agents, and employees from every claim or demand made and every liability, loss, damage, or expense of any nature whatsoever, which may be incurred by reason of any injury to or death of persons or damage to property, sustained by any person arising out of or in any way connected with the actions of Contractor in conducting the hearing and/or vision tests under this contract, except for liability for damages which result from the sole negligence or willful misconduct of the School District, its officers, employees or agents who are directly employed by the School District.
- (g) In the event of cancellation of this contract, after execution and scheduling of the actual testing, the School District shall give Contractor proper consideration at the rate of 10% of the total revenues expected from the contract for that school year. A ninety- (90) day written cancellation is required to make an executed contract null and void. If rescheduling is necessary due to either party, a minimum of one-day notice is requested. Schools rescheduled must be completed by the date indicated in Section (j). In the event a scheduled screening day is canceled or postponed by the School District or an agent thereof, after the start of that day, the School District will reimburse Contractor for expenses incurred that day, limited to cost of actual mileage reimbursements and salaries paid to employees of Contractor who were scheduled to work and arrived at School District site in good faith.

SECTION V: (continued)

- (h) Upon acceptance of this contract, the School District shall issue an applicable **Purchase Order** to cover services provided by this contract. **Purchase orders must be received with the signed contracts, or no later than three weeks prior to date testing schedule commences**, indicating approximate numbers of students to be tested, and price ranges for test to be administered. Terms of payment will be net 15 days (1 ½% interest will be charged to all invoices not paid after thirty (30) days). Purchase orders may include "NOT TO EXCEED" LIMITATIONS, but must take any prior year's billing total plus any enrollment increases, or current enrollment figures multiplied by the applicable hearing and/or vision charges into consideration.
- (i) School District is responsible for: 1) Reporting failures and/or and School District recommendations to parents of students, and reporting to any applicable State Agencies any/all total district figures, as well as filing any annual mandated screening compliance reports to applicable agencies, and 2) Filing "intent to contract" with applicable Agencies of County and State.
- (j) Completion date: All screening services under this contract will be completed on or before _____.

SECTION VI: **ACCEPTANCE**

IN WITNESS WHEREOF, the parties signing below have executed this Contract as of the date transcribed here below.

Bio-Acoustical Corporation Date: _____

School District

Authorized Agent's Signature Date: _____

Purchase Order Number (PO must be on file prior to testing)

Term of this contract is for _____ year (s).

STANDARD SCREENING SERVICES CONTRACT

THIS CONTRACT, BY AND BETWEEN **BIO-ACOUSTICAL CORPORATION**
AND THE **CAPISTRANO UNIFIED SCHOOL DISTRICT** SHALL BE IN EFFECT
FOR THE **2014 - 2015 SCHOOL YEAR**

SECTION I: HEARING SCREENING

Bio-Acoustical Corporation, herein known as Contractor, shall:

- (a) Perform the following service: Hearing screening on designated students at designated districts school sites. Such services shall be performed in accordance with, and subject to, all applicable requirements for the Education Code, Health and Safety Code, the reasonable regulations adopted by the School District, and all other applications of law.
- (b) Perform the hearing screenings in accordance with procedures prescribed in Section 2951, California Public Health Administrative Code, Title 17. The following screening(s) will be administered:

Please check appropriate boxes:

☐

Initial Screenings

☐

Initial Screenings with First Thresholds

☐

- (c) Permit only properly licensed and certified personnel to conduct such screening of pupils. Such personnel shall meet the requirements and standards of the State Board of Public Health, Section 1685 and Section 1686 of the Health and Safety Code of California and shall be registered in the State Department of Education and the County Schools office.
- (d) Utilize the adequate equipment and audiometers necessary to conduct adequate screening and testing. Audiometers used shall be calibrated to the **ANSI 1989 Standards**.
- (e) Submit the results of all screenings at the end of the testing period. Individual student screening results, plus an overall statistical report, will be included.
- (f) Submit detailed billing to the School District's business office. This billing may be submitted as progress billing for work already completed at any time during the contract and at regular intervals.
- (g) Perform group screening on all initial screening at all grade levels except Kindergarten, which is done one-on-one.

SECTION II:**VISION SCREENING**

CHECK ONE: Bio-Acoustical Corporation, herein known as Contractor shall:

<input type="checkbox"/>	<input type="checkbox"/>
YES	NO

- (a) Perform the following service: Vision screening of pupils designated by the School District. Such service shall be performed in accordance with, and subject to, all applicable requirements for the Education Code, Health and Safety Code, the reasonable regulations adopted by the School District, and all other applications of law.
- (b) Conduct vision screening by use of a procedure known as Snellen Screening.
- (c) Attest that Contractor is currently registered with the State Department of Education and County School's office, and that qualified personnel shall give vision services.
- (d) Utilize the adequate equipment necessary to conduct adequate screening: Good-Lite Snellen test charts.
- (e) Submit the results of all screenings at the end of the testing period. Individual student screening results, plus an overall statistical report, will be included.
- (f) Submit detailed billing to the School District's business office. This billing may be submitted as progress billing for work already completed at any time during the contract and at regular intervals.

SECTION III: (optional)**COLOR VISION SCREENING**

CHECK ONE: Bio-Acoustical Corporation, herein known as Contractor shall:

<input type="checkbox"/>	<input type="checkbox"/>
YES	NO

- (a) Perform the following service: Color vision screening of pupils designated by the School District. Such service shall be performed in accordance with and subject to, all applicable requirements for the Education Code, Health and Safety Code, the reasonable regulations adopted by the School District, and all other applications of law.
- (b) Conduct color vision screening using Ishihara or Pseudo-isocromatic color plates, and shall be conducted in the one grade level designated by the School District, on male students, as well as any referrals.
- (c) Submit the results of all screenings at the end of the testing period. Individual student screening results, plus an overall statistical report, will be included.
- (d) Submit detailed billing to the School District's business office. This billing may be submitted as progress billing for work already completed at any time during the contract and at regular intervals.

SECTION IV:

PRICING

The School District shall pay Contractor per the following rates, dependent on the number of staff utilized and students screened.

PER DAY RATE: \$1100 when two vision screeners utilized (up to roughly 400 tests)
 \$1400 when three vision screeners are utilized

Rate includes vision and hearing screening on grades K, 2, 5, and 8 as well as any referrals, SDC, RSP students, color vision on 2nd grade boys, data services including pre-printing of forms, Aeries compatible data for importing into district database, and reporting services including one master report for the district and one individual school report for each school.

INITIAL SCREENING DAYS ALLOTTED

District is allotted **forty-six (46)** days of initial screenings.

SECTION V:

CONDITIONS

- (a) It is expressly understood and agreed upon by both parties hereto, that the Contractor, while engaged in carrying out and complying with any and all of the terms of this contract, is an independent contractor and is not an officer, agent, or employee of the aforesaid School District.
- (b) The reports submitted by the Contractor to the School District shall only contain the results of the tests conducted, and shall not include any suggestions or diagnoses. Contractor shall have no responsibility or obligation with respect to the existence of any impaired hearing or vision of any student, and results will not be released except to authorized personnel of the School District, and shall be maintained always as confidential and secret by Contractor.
- (c) The School District shall be solely responsible for the conduct and supervision of the students during the testing and related on-site activities conducted by the Contractor. The School District shall provide adequate personnel to control and supervise students at all times during the course of testing being conducted at any/all of the schools of the School District. The School District shall also be responsible for getting students from classes to the testing area, making them available for testing in a reasonable and timely fashion, and returning them to their classes at each of the school sites.
- (d) The School District shall designate a Health Supervisor as its authorized agent to coordinate the implementation of this contract with Contractor, as specified in Sections 44879 inclusive, and Section 49422 of the California Education Code.
- (e) The School District shall provide a safe place to park and store the mobile testing vehicle of the Contractor during the testing schedule when said vehicle is being utilized within the District. The School District bus yard or other suitable location shall be made available after each test day, on holidays and weekends.
- (f) Contractor agrees to, and does hereby indemnify and hold harmless, the School District, its officers, agents, and employees from every claim or demand made and every liability, loss, damage, or expense of any nature whatsoever, which may be incurred by reason of any injury to or death of persons or damage to property, sustained by any person arising out of or in any way connected with the actions of Contractor in conducting the hearing and/or vision tests under this contract, except for liability for damages which result from the sole negligence or willful misconduct of the School District, its officers, employees or agents who are directly employed by the School District.
- (g) In the event of cancellation of this contract, after execution and scheduling of the actual testing, the School District shall give Contractor proper consideration at the rate of 10% of the total revenues expected from the contract for that school year. A ninety- (90) day written cancellation is required to make an executed contract null and void. If rescheduling is necessary due to either party, a minimum of one-day notice is requested. Schools rescheduled must be completed by the date indicated in Section (j). In the event a scheduled screening day is canceled or postponed by the School District or an agent thereof, after the start of that day, the School District will reimburse Contractor for expenses incurred that day, limited to cost of actual mileage reimbursements and salaries paid to employees of Contractor who were scheduled to work and arrived at School District site in good faith.

SECTION V: (continued)

- (h) Upon acceptance of this contract, the School District shall issue an applicable **Purchase Order** to cover services provided by this contract. **Purchase orders must be received with the signed contracts, or no later than three weeks prior to date testing schedule commences**, indicating approximate numbers of students to be tested, and price ranges for test to be administered. Terms of payment will be net 15 days (1 ½% interest will be charged to all invoices not paid after thirty (30) days). Purchase orders may include "NOT TO EXCEED" LIMITATIONS, but must take any prior year's billing total plus any enrollment increases, or current enrollment figures multiplied by the applicable hearing and/or vision charges into consideration.
- (i) School District is responsible for: 1) Reporting failures and/or and School District recommendations to parents of students, and reporting to any applicable State Agencies any/all total district figures, as well as filing any annual mandated screening compliance reports to applicable agencies, and 2) Filing "intent to contract" with applicable Agencies of County and State.
- (j) Completion date: All screening services under this contract will be completed on or before
6/30/15.

SECTION VI: **ACCEPTANCE**

IN WITNESS WHEREOF, the parties signing below have executed this Contract as of the date transcribed here below.

Date: _____
Bio-Acoustical Corporation

Capistrano Unified School District
School District

Date: _____
Authorized Agent's Signature

Purchase Order Number (PO must be on file prior to testing)

Term of this contract is for 1 year (s).

EXTENSION NO. 2 OF AGREEMENT PSA 1213089

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

CAROL SHACK-LAPPIN

Professional Services Agreement PSA 1213089 called for an original contract period of August 20, 2012, through June 30, 2013.

The agreement with Carol Shack-Lappin shall be extended an additional 12 months, for the period July 1, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$40,000.

Except as set forth in this Extension Agreement, and Board approved on July 9, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Carol Shack-Lappin

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

EXHIBIT A

FEE SCHEDULE

Carol Shack-Lappin, LCSW
22362 Gilberto, Suite 205
Rancho Santa Margarita, CA 92688
(949)633-1984
shacklappin@aol.com

Description of services to be provided by consultant:

1. As indicated by a student's IEP, provide individual or parent counseling with focus on issues related to identified IEP goals.
2. As requested by school staff, or as indicated by student's presentation, consult with school staff regarding student's progress on IEP goal(s).
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultation dates and time, and IEP meeting attendance.
5. Maintain records of student progress in counseling.
6. As requested by staff, consult with school or district staff on, and/or conduct mental health evaluations.
7. As requested consult with district staff on residential searches.

Hourly Rate: \$85.00

Carol Shack-Lappin, LCSW

Date



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of July 10, 2012, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

CAROL SHACK-LAPPIN

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 \$60,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 8/20/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Consultant acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

[X] General Conditions [X] Special Conditions [X] Required Documents and Certifications [X] Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

DISTRICT

CONSULTANT

By: T. Attent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 7/9/12

Signature: Carol Shack-Lappin

Name: Carol Shack-Lappin

Title: Licensed Clinical Social Worker

Address: 22362 Gilberto, Ste #205
RSM, CA 92688

Email Address: CShackLappin@RSM.com

FEIN/SSN: 560-68-3830

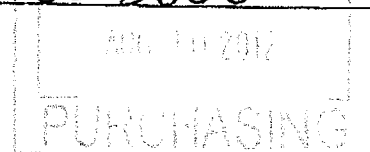


EXHIBIT A

FEE SCHEDULE

Carol Shack-Lappin, LCSW
22362 Gilberto, Suite 205
Rancho Santa Margarita, CA 92688
(949)633-1984
shacklappin@aol.com

Description of services to be provided by consultant:

1. As indicated by a student's IEP, provide individual or parent counseling with focus on issues related to identified IEP goals.
2. As requested by school staff, or as indicated by student's presentation, consult with school staff regarding student's progress on IEP goal(s).
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultation dates and time, and IEP meeting attendance.
5. Maintain records of student progress in counseling.
6. As requested by staff, consult with school or district staff on, and/or conduct mental health evaluations.
7. As requested consult with district staff on residential searches.

Term of Contract: July 14, 2012 - June 30, 2013

Hourly Rate: \$75.00

Carol Shack-Lappin
Carol Shack-Lappin, LCSW

8/2/12
Date

CAPISTRANO
UNIFIED SCHOOL DISTRICT

BOARD OF TRUSTEES
JOHN M. ALPAY
PRESIDENT

ANNA BRYSON
CLERK

SUPERINTENDENT
JOSEPH M. FARLEY, Ed.D.

537

EXTENSION NO. 1 OF AGREEMENT NO. PSA 1213089

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

CAROL SHACK-LAPPIN

Professional Services Agreement PSA 1213089 called for an original contract period of August 20, 2012, through June 30, 2013.

The agreement with Carol Shack-Lappin shall be extended an additional 12 months, for the period July 1, 2013, through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$50,000.

Except as set forth in this Extension Agreement, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Carol Shack-Lappin

By: 
Signature

By: 
Signature

Terry Fluent

Carol Shack-Lappin
Print Name

Director, Purchasing

Licensed Clinical Social Worker
Title

Date: 7/13/13

Date: 7/28/13

EXHIBIT A

FEE SCHEDULE

Carol Shack-Lappin, LCSW
22362 Gilberto, Suite 205
Rancho Santa Margarita, CA 92688
(949)633-1984
shacklappin@aol.com

Description of services to be provided by consultant:

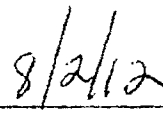
1. As indicated by a student's IEP, provide individual or parent counseling with focus on issues related to identified IEP goals.
2. As requested by school staff, or as indicated by student's presentation, consult with school staff regarding student's progress on IEP goal(s).
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultation dates and time, and IEP meeting attendance.
5. Maintain records of student progress in counseling.
6. As requested by staff, consult with school or district staff on, and/or conduct mental health evaluations.
7. As requested consult with district staff on residential searches.

Term of Contract: July 14, 2012 - June 30, 2013

Hourly Rate: \$75.00



Carol Shack-Lappin, LCSW



Date

EXTENSION NO. 2 OF PROFESSIONAL SERVICE AGREEMENT PSA 1213102

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SYNTEX GLOBAL

The Professional Service Agreement PSA 1213102 with Capistrano Unified School District and Syntex Global called for an original contract period of September 1, 2012, through August 31, 2013.

The contract with Capistrano Unified School District and Syntex Global shall be extended through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$8,000.

Except as set forth in this Extension Agreement, and Board approved on August 20, 2012, all other terms of the contract remain in full force and effect.

CONSULTANT

Capistrano Unified School District

By: _____
Signature

Terry Fluent
Print name

Director, Purchasing
Title

Date: _____

DISTRICT

Syntex Global

By: _____
Signature

Print Name

Title

Date: _____

Exhibit A
Fee Schedule



2040 Bancroft Way, Ste. 400B; Berkeley, CA 94704 * P: 510.628.6088 * F: 877.821.8156 * www.syntexglobal.com * info@syntexglobal.com

**Syntex Global
RATES_T2**

Service	Unit Type	Rate per Unit	Minimum Charge
Translation	Source Word	\$0.29	\$150
Transcription	Audio Minute	\$35	\$150
Interpreting (On-Site)	Hour	\$85	\$170
Interpreting (Phone)	Minute	\$1.90	\$28.50
Mileage	Miles	\$0.51	N/A

____ Syntex Initial

____ Contractor Initial

By: _____

Date: _____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of 8/21/13 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").

SYNTEX GLOBAL

WHEREAS, DISTRICT is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONSULTANT is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "Consulting Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Consultant shall perform the Consulting Services as set forth in Consultant's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$8,000.00 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 9/01/12-8/31/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Consultant acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

☒ General Conditions ☒ Special Conditions ☒ Required Documents and Certifications ☒ Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

DISTRICT

By: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 8/20/12

CONSULTANT

Signature: SEYLA LEM

Name: SEYLA LEM

Title: CEO

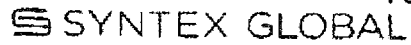
Address: 2040 Bancroft Way, Ste. 400 B
Berkeley, CA 94704

Email Address: seyla@syntexglobal.com

FEIN/SSN 45-3088112

1

Exhibit A
Fee Schedule



2040 Bancroft Way, Ste. 400B, Berkeley, CA 94704 * P: 510.628.6088 * F: 877.821.8156 ~ www.syntexglobal.com ~ info@syntexglobal.com

**Syntex Global
RATES_T2**

Service	Unit Type	Rate per Unit	Minimum Charge
Translation	Source Word	\$0.29	\$150
Transcription	Audio Minute	\$35	\$150
Interpreting (On-Site)	Hour	\$85	\$170
Interpreting (Phone)	Minute	\$1.90	\$28.50
Mileage	Miles	\$0.51	N/A

____ Syntex Initial

____ Contractor Initial

By: _____

Date: _____

EXTENSION OF PROFESSIONAL SERVICE AGREEMENT PSA 1213102

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SYNTEX GLOBAL

The Professional Service Agreement PSA 1213102 with Capistrano Unified School District and Syntex Global called for an original contract period of September 1, 2012, through August 31, 2013 for a not to exceed amount of \$12,000.

The contract with Capistrano Unified School District and Syntex Global shall be extended an additional twelve (12) months, covering the period September 1, 2013, through August 31, 2013, at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on August 20, 2012, all other terms of the contract remain in full force and effect.

CONSULTANT

Capistrano Unified School District

By: 
Signature


Terry Fluent
Print name

Director, Purchasing
Title

Date: 8/1/13

DISTRICT

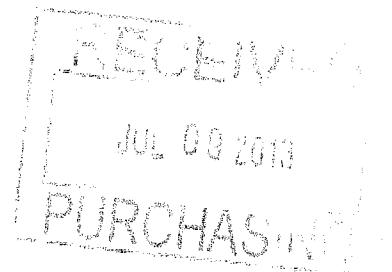
Syntex Global

By: 
Signature

SEYCH LTM
Print Name

Founder
Title

Date: 6/30/13



**Exhibit A
Fee Schedule**

SYNTEX GLOBAL

2040 Bancroft Way, Ste 400B, Berkeley, CA 94704 * P: 510.628 6088 * F: 877.821 8156 * www.syntexglobal.com * info@syntexglobal.com

**Syntex Global
RATES_T2**

Translation	Source Word	\$0.29	\$1.50
Transcription	Audio Minute	\$35	\$150
Interpreting (On-Site)	Hour	\$85	\$170
Interpreting (Phone)	Minute	\$1.90	\$28.50
Mileage	Miles	\$0.51	N/A

**EXTENSION NO. 2 OF PROFESSIONAL SERVICES AGREEMENT
PSA1213114**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PAMELA MOLDAUER

The Professional Service Agreement PSA 1213114 with Capistrano Unified School District and Pamela Moldauer called for an original contract period of August 15, 2012, through August 14, 2013.

The contract with Capistrano Unified School District and Pamela Moldauer shall be extended covering the period August 15, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension No. 1 Agreement. Annual services under this contract are limited to \$30,000.

Except as set forth in this Extension Agreement, and Board approved on September 10, 2012, all other terms of the contract remain in full force and effect.

CONSULTANT

DISTRICT

Capistrano Unified School District

Pamela Moldauer

By: _____
Signature

By: _____
Signature

Terry Fluent

Print name

Print Name

Director, Purchasing

Title

Title

Date: _____

Date: _____

Exhibit A

Fee Schedule

Pamela S. Moldauer, L.C.S.W.
30131 Town Center Drive, #235
Laguna Niguel, CA 92677
(949)495-3666
(949)495-8194 Fax
pmoldauer@gmail.com

Description of services to be provided by consultant:

1. As indicated by a student's IEP, provide individual, parent, or collateral counseling session with focus on issues related to identified IEP goals.
2. As requested by school staff, or as indicated by student's presentation, consult with school staff regarding student's progress on IEP goal(s).
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultation dates and time, and IEP meeting attendance.
5. Maintain records of student progress in counseling.

Term of Contract:

Hourly Rate: \$60.00

Pamela S. Moldauer, L.C.S.W.

Date



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of 9/11/2012 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

PAMELA MOLDAUER

WHEREAS, DISTRICT is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONSULTANT is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "Consulting Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Consultant shall perform the Consulting Services as set forth in Consultant's Proposal which is attached hereto, marked as Exhibit "A." and incorporated herein by this reference.

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$40,000.00 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 8/15/12-8/14/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of 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: 9/10/12

CONSULTANT

Signature: _____

Name: PAM Moldauer

Title: Consultant

Address: 30131 TOWN CT Dr #235

Laguna Niguel, CA 92677

Email Address: pmoldauer@gmail.com

FEIN/SSN 324 42 9265

Exhibit A

Fee Schedule

Pamela S. Moldauer, L.C.S.W.
30131 Town Center Drive, #235
Laguna Niguel, CA 92677
(949)495-3666
(949)495-8194 Fax
pmoldauer@gmail.com

Description of services to be provided by consultant:

1. As indicated by a student's IEP, provide individual, parent, or collateral counseling session with focus on issues related to identified IEP goals.
2. As requested by school staff, or as indicated by student's presentation, consult with school staff regarding student's progress on IEP goal(s).
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultation dates and time, and IEP meeting attendance.
5. Maintain records of student progress in counseling.

Term of Contract: 8/1/2012 – 6/30/2013

Hourly Rate: \$60.00

Pamela S. Moldauer, L.C.S.W.
Pamela S. Moldauer, L.C.S.W.

9/7/12
Date

**EXTENSION NO. 1 OF PROFESSIONAL SERVICES AGREEMENT
PSA1213114**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PAMELA MOLDAUER

The Professional Service Agreement PSA 1213114 with Capistrano Unified School District and Pamela Moldauer called for an original contract period of August 15, 2012, through August 14, 2013.

The contract with Capistrano Unified School District and Pamela Moldauer shall be extended an additional twelve (12) months, covering the period August 15, 2013, through August 14, 2014, at the prices shown in Exhibit A to this Extension No. 1 Agreement, for a not to exceed amount of \$40,000.

Except as set forth in this Extension Agreement, and Board approved on August 20, 2012, all other terms of the contract remain in full force and effect.

CONSULTANT

Capistrano Unified School District

By: 
Signature

Terry Fluent
Print name

Director, Purchasing
Title

Date: 8/15/13

DISTRICT

Pamela Moldauer

By: 
Signature

PAM Moldauer
Print Name

Contracted Counselor
Title

Date: 7/29/13

Exhibit A

Fee Schedule

Pamela S. Moldauer, L.C.S.W.
30131 Town Center Drive, #235
Laguna Niguel, CA 92677
(949)495-3666
(949)495-8194 Fax
pmoldauer@gmail.com

Description of services to be provided by consultant:

1. As indicated by a student's IEP, provide individual, parent, or collateral counseling session with focus on issues related to identified IEP goals.
2. As requested by school staff, or as indicated by student's presentation, consult with school staff regarding student's progress on IEP goal(s).
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultation dates and time, and IEP meeting attendance.
5. Maintain records of student progress in counseling.

Hourly Rate: \$60.00



Pamela S. Moldauer, L.C.S.W.

5/23/13

Date

**EXTENSION NO. 2 TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213157**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SUNBELT STAFFING, LLC

The Professional Services Agreement PSA 1213157 with Capistrano Unified School District and Sunbelt Staffing, LLC. called for an original contract period of October 8, 2012, through October 7, 2013.

The contract with Capistrano Unified School District and Sunbelt Staffing, LLC., shall be extended through June 30, 2015. Services under this agreement are limited to \$140,000.

Except as set forth in this Extension Agreement, and Board approved on October 24, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Sunbelt Staffing, LLC.

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

EXHIBIT A

FEE SCHEDULE

Sunbelt Staffing, LLC
3687 Tampa Road, Suite 200
Oldsmar, FL 34677-3613
(866)314-9240

Remit to: P O Box 1024640
Atlanta, GA 30368-4640
(800)659-1522

Speech Language Pathologist - \$73.00 per hour
Speech Language Pathologist Assistant \$55.00 per hour

Mileage: If assignment involves providing services at more than one facility, travel time between facilities will be billed at the regular hourly rate. Mileage between facilities will be billed at the current IRS reimbursement rate.

By: _____

Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 10-25-12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

SUNBELT STAFFING, LLC

WHEREAS, DISTRICT is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required,

WHEREAS, DISTRICT is in need of such special services and advice, and

WHEREAS, 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 \$33,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement The term of this base Agreement is for one year commencing 10/08/12-10/07/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

Additional Terms This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and 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: J. Terry Fluent

Name Terry Fluent

Title: Director, Purchasing

Board Approval Date: 10/24/12

Signature: Jena Zander

Name: Jena Zander

Title: Director of Administration

Address 3687 Tampa Road, Suite 200

Oldsmar, FL 34677

Email Address: jena.zander@sunbeltstaffing.com

FEIN/SSN 59-3675910

CLIENT REPRESENTATIVE: Laura Hanaford EMAIL OR FAX: lhanaford@capousd.org

This Assignment Confirmation is entered into on **November 9, 2012** and supplements the Client Services Agreement between **Capistrano Unified School District** and Sunbelt.

Janice Barker, hereinafter referred to as HCP, has been placed with Client and is scheduled to begin work for Client on **October 15, 2012** and complete assignment **January 7, 2013**. *Approved scheduled time off will be November 8, 2012 through November 14, 2012*

Assignment Details

Client will pay Sunbelt for hours worked by HCP on the following terms:

Position: Speech and Language Pathologist, SLP-CCC
 Schedule: Monday – Friday following the school schedule
 Bill Rate: \$ 75.00 – Per Independent Contractor Agreement, billing shall not exceed value of Purchase Order.
 Minimum Hours: 37.5 Guaranteed per Week
 Overtime Rate: 1.5 times Bill Rate
 Holiday Rate: 1.5 times Service Rate. Observed holidays include: New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.
 Expenses: HCP Expenses INCLUDED in Bill Rate plus a one-time relocation fee of \$400.
 Miscellaneous: Sales tax will be added to professional fees if required by state law and client is not a tax exempt entity.

District Schools to which HCP will be assigned:

Client to complete or approve information as printed.

School 1:	_____	Phone:	_____
Address:	_____	City, State, Zip:	_____
School 2:	_____	Phone:	_____
Address:	_____	City, State, Zip:	_____
School 3:	_____	Phone:	_____
Address:	_____	City, State, Zip:	_____
School 4:	_____	Phone:	_____
Address:	_____	City, State, Zip:	_____
School 5:	_____	Phone:	_____
Address:	_____	City, State, Zip:	_____

If Sunbelt HCP should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred.

Client Signature _____

Client Printed _____

Client Title _____

Date _____


Sunbelt Staffing Signature

Jena Zander

Sunbelt Staffing Printed Name

Director of Administration

Sunbelt Staffing Title

11/9/2012

Date

Please return via fax to 800-348-4503 or via email to your Sunbelt Account Executive.

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213157**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SUNBELT STAFFING, LLC.

Professional Services Agreement No. PSA 1213157 called for services to be rendered at the rates shown in the agreement.

The Professional Services Agreement No. PSA 1213157 shall be changed to an Independent Contractor Agreement No. ICA 1213157, incorporating all general conditions of the new contract.

Except as set forth in this Amendment, and Board approved on October 24, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Sunbelt Staffing, LLC.

By: _____

Signature

Terry Fluent

Director, Purchasing

Date: _____

2/12/13

By: _____

Signature

Lara Zander
Print Name

Dir of Admin
Title

Date: _____

01/24/2013

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213157

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SUNBELT STAFFING, LLC

Professional Services Agreement No. PSA 1213157 called for services to be rendered at the rates shown in the agreement.

The contract with Sunbelt Staffing, LLC shall be amended to reflect the new rates as shown in Exhibit A to this amendment effective July 1, 2013.

Except as set forth in this Amendment, and Board approved on October 24, 2012 all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Sunbelt Staffing, LLC.

By: Terry Fluent
Signature

By: Howard Genter
Signature

Terry Fluent

Howard Genter
Print Name

Director, Purchasing

Managing Director
Title

Date: 7/2/13

Date: 6-20-13

EXHIBIT A

FEE SCHEDULE

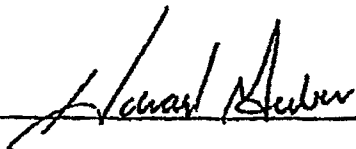
Sunbelt Staffing, LLC
3687 Tampa Road, Suite 200
Oldsmar, FL 34677-3613
(866)314-9240

Remit to: P O Box 1024640
Atlanta, GA 30368-4640
(800)659-1522

Speech Language Pathologist - \$73.00 per hour

Mileage: If assignment involves providing services at more than one facility, travel time between facilities will be billed at the regular hourly rate. Mileage between facilities will be billed at the current IRS reimbursement rate.

By: _____



Date: _____

6/24/13

**EXTENSION NO. 1 TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213157**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SUNBELT STAFFING, LLC

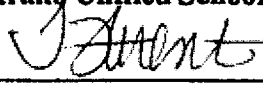
The Professional Services Agreement PSA 1213157 with Capistrano Unified School District and Sunbelt Staffing, LLC. called for an original contract period of October 8, 2012, through October 7, 2013.

The contract with Capistrano Unified School District and Sunbelt Staffing, LLC., shall be extended an additional twelve (12) months, covering the period October 8, 2013, through October 7, 2014.

Except as set forth in this Extension Agreement, and Board approved on October 24, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: 
Signature

Terry Fluent

Director, Purchasing

Date: 10/14/13

CONSULTANT

Sunbelt Staffing, LLC.

By: 
Signature

Lena Zander
Print Name

Dir of Admin
Title

Date: 10/07/2013

EXHIBIT A

FEE SCHEDULE

**Sunbelt Staffing, LLC
3687 Tampa Road, Suite 200
Oldsmar, FL 34677-3613
(866)314-9240**

**Remit to: P O Box 1024640
Atlanta, GA 30368-4640
(800)659-1522**

Speech Language Pathologist - \$75.00 per hour

Rate will increase by a minimum of \$4.00 per hour for each consecutive assignment.

Mileage: If assignment involves providing services at more than one facility, travel time between facilities will be billed at the regular hourly rate. Mileage between facilities will be billed at the current IRS reimbursement rate.

By:



Date: 11/07/2013

**AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213157**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SUNBELT STAFFING, LLC


Independent Contractor Agreement ICA 1213157 called for services to be rendered at the rates shown in the agreement.

The contract with Sunbelt Staffing, LLC shall be increased to \$30,000 and amended to reflect the new rates as shown in Exhibit A to this amendment effective December 2, 2013.

Except as set forth in this Amendment, and Board approved on October 25, 2012 all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: 
Signature

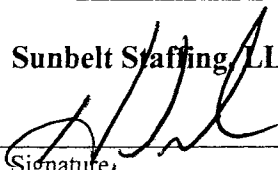
Terry Fluent

Director, Purchasing

Date: 11/21/14

CONSULTANT

Sunbelt Staffing, LLC.

By: 
Signature

Howard Geiser
Print Name

Managing Director
Title

Date: 12/22/13

EXHIBIT A

FEE SCHEDULE

Sunbelt Staffing, LLC
3687 Tampa Road, Suite 200
Oldsmar, FL 34677-3613
(866)314-9240

Remit to: P O Box 1024640
Atlanta, GA 30368-4640
(800)659-1522

Speech Language Pathologist - \$73.00 per hour
Speech Language Pathologist Assistant \$55.00 per hour

Mileage: If assignment involves providing services at more than one facility, travel time between facilities will be billed at the regular hourly rate. Mileage between facilities will be billed at the current IRS reimbursement rate.

By: _____

Date: _____

**AMENDMENT NO. 4 TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213157**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SUNBELT STAFFING, LLC

Independent Contractor Agreement ICA 1213157 called for services to be rendered at the rates shown in the agreement.

The contract with Sunbelt Staffing, LLC shall be increased to \$70,000 and amended at the rates as shown in Exhibit A to this amendment.

Except as set forth in this Amendment, and Board approved on October 25, 2012 all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: _____
Signature

Terry Fluent

Director, Purchasing

Date: _____

CONSULTANT

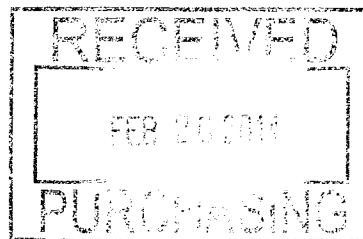
Sunbelt Staffing, LLC.

By: _____
Signature

Howard Gerber
Print Name

Managing Director
Title

Date: 2/10/14



**AMENDMENT NO. 5 TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213157**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SUNBELT STAFFING, LLC

Independent Contractor Agreement ICA 1213157 called for services to be rendered at the rates shown in the agreement.

The contract with Sunbelt Staffing, LLC shall be increased to \$150,000 and amended at the rates as shown in Exhibit A to this amendment.

Except as set forth in this Amendment, and originally board approved on October 25, 2012 all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Sunbelt Staffing, LLC.

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

EXTENSION NO. 2 OF AGREEMENT ICA 1213168

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

KAREN MILLER

Independent Contractor Agreement No. ICA 1213168 called for an original contract period of January 8, 2013, through June 30, 2013.

The agreement with Karen Miller shall be extended an additional 12 months, for the period July 1, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$15,000.

Except as set forth in this Extension Agreement, and Board approved on January 7, 2013, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Karen Miller

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

EXHIBIT A
FEE SCHEDULE

Karen Miller
27317 Via Capri
San Juan Capistrano, CA 92675
(949)285-0047
candymiller@cox.net

Special Education Consultant

Daily rate of \$500.00 per day.

By:_____ Date:_____



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 1-08-13, 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").

KAREN MILLER

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 \$10,000.00 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 1/08/13 6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

[X] General Conditions [] Special Conditions [X] Required Documents and Certification [X] Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

DISTRICT

By: Terry Fluett
 Name: Terry Fluett
 Title: Director, Purchasing
 Board Approval Date: 1/7/13

CONTRACTOR

Signature: Karen Miller
 Name: Karen Miller
 Title: Consultant
 Address: 27317 Via Capri
San Juan Capistrano 92675
 Email Address: Candymiller@cox.net
 FEIN/SSN: 557-84-3163

EXHIBIT A
FEE SCHEDULE

Karen Miller
27317 Via Capri
San Juan Capistrano, CA 92675
(949)285-0047
candymiller@cox.net

Special Education Consultant

Daily rate of \$500.00 per day.

By: _____ Date: _____



CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
TELEPHONE: (949) 234-9441/FAX: 493-4083 www.capousd.org

BOARD OF TRUSTEES
JOHN M. ALPAY
PRESIDENT

LYNN HATTON
VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY MANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FAIRLEY, ED.D.

April 22, 2013

Sent via e-mail candymiller@cox.net

Karen Miller
27317 Via Capri
San Juan Capistrano, CA 92675

Subject: Extension of Contract No. ICA 1213168

Dear Mr. Miller:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

Please electronically return the fee schedule to me at dmantifae@capousd.org by Tuesday, April 30, 2013.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9444.

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

EXTENSION NO. 1 OF AGREEMENT NO. ICA 1213168

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

KAREN MILLER

Independent Contractor Agreement No. ICA 1213168 called for an original contract period of January 8, 2013, through June 30, 2013.

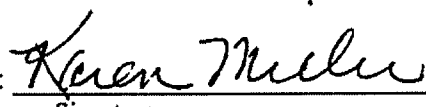
The agreement with Karen Miller shall be extended an additional 12 months, for the period July 1, 2013, through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$15,000.

Except as set forth in this Extension Agreement, and Board approved on January 7, 2013, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Karen Miller

By: 
Signature

By: 
Signature

Terry Fluent

Karen 'Candy' Miller
Print Name

Director, Purchasing

Consultant
Title

Date: 7/29/13

Date: 7/22/13

EXHIBIT A
FEE SCHEDULE

Karen Miller
27317 Via Cupri
San Juan Capistrano, CA 92675
(949)285-0047
candymiller@cox.net

Special Education Consultant

Daily rate of \$500.00 per day.

By: Karen Miller Date: 7/22/13

**EXTENSION NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1213174**

WITH

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 extended for an additional 12 months, for the period of July 1, 2014, through June 30, 2015. Services under this contract are limited to \$10,000.

Except as set forth in this Extension, and Board approved on February 14, 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 _____

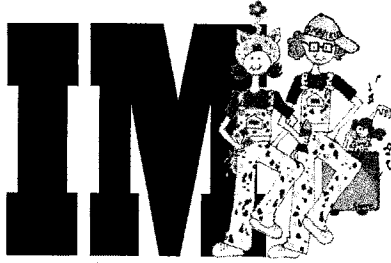
Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____



Imagination Machine Fee Schedule 2014/15 School year

“Who What Where/Write Away”

One assembly - \$685

Each add'l assembly - \$250

(Same date and location – any combination of the two programs “Who What Where” and/or “Write Away”)

“Writing Show”

One assembly - \$695

Each add'l assembly - \$355

(same date, location & stories to be performed)

Travel Fees - \$0-\$200 depending upon location (Call or email for specifics.)

Wait Fees - \$50/hour pro-rated if there is a break of an hour or more from the end of one assembly to the beginning of the next. (Each assembly is expected to last 45 minutes.)

Package Discount – When a single school books both “Who What Where/Write Away” and “Writing Show” programs for a single school year, a \$50 discount will be applied to the “Writing Show” invoice.

Terms - \$300 deposit due with each signed contract (per performance date.) Balance due day of assembly, unless other prior arrangements have been agreed upon by Imagination Machine and District/contracting organization.



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 Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 2/13/13

Signature: Jerry McGlinchey

Name: Jerry McGlinchey

Title: Business Admin Mgr

Address: 1553 Santiago Bl. #107-3

Villa Park, CA 92661

Email Address: office@theimagination

FEIN/SSN: 3-0444233 machine.com



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

Imagination Machine, 17853 Santiago Blvd. Suite 107-345, Villa Park, CA 92861
Office: 714-771-2499 Fax: 866-668-5837

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: Terry Fluent
Signature

By: Jerry McGlinchey
Signature

Terry Fluent

Jerry McGlinchey
Print Name

Director, Purchasing

Business Admin. Mgr.
Title

Date: 3/29/13

Date: 3-15-13

SPECIAL CONDITIONS

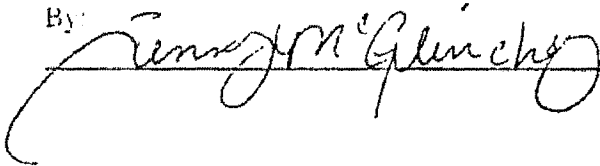
Contract ICA 1213174

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: 3-15-13

**AMENDMENT NO 2 TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213174**

WITH

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 extended for the period of February 14, 2014, through June 30, 2014.


Except as set forth in this Extension, and Board approved on February 14, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

The Imagination Machine

By: 
Signature

Terry Fluent

Director, Purchasing

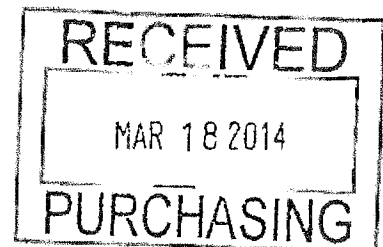
Date: 4/9/14

By: 
Signature

Jenny McGlinchey
Print Name

General Manager
Title

Date: 3-14-14



**EXTENSION NO. 2 OF PROFESSIONAL SERVICES AGREEMENT
PSA1213176**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

NATHAN H. HUNTER, PHD

The Professional Services Agreement PSA 1213176 with Capistrano Unified School District and Nathan H. Hunter, PHD called for an original contract period of February 14, 2013, through February 13, 2014.

The contract with Capistrano Unified School District and Nathan H. Hunter, PHD, shall be extended an additional (12) months covering the period of July 1, 2014, through June 30, 2015. Annual services under this contract are limited to \$5,000.

Except as set forth in this Extension Agreement, and Board approved on February 13, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: _____
Signature

Terry Fluent
Print name

Director, Purchasing
Title

Date: _____

CONSULTANT

Nathan H. Hunter, PHD

By: _____
Signature

Print Name

Title

Date: _____

Fee Schedule
Exhibit A

NATHAN H. HUNTER, PH.D.
Clinical Psychology

23832 Rockfield Blvd. Suite 150
Lake Forest, California 92630

California License PSY15163
Arizona License 3078

PSYCHOLOGICAL AND PSYCHOEDUCATIONAL ASSESSMENT RATE SHEET

Fees for psychological and psychoeducational assessment are charged on a per hour basis, \$165.00 per work hour. Billable time includes activities such as, but not limited to, interviews, telephone consultations, review of records, time devoted to testing, scoring and interpretation of tests, report writing, meetings to discuss results and recommendations, and any transportation to/from the testing/meeting site if the site is other than my office. Billing increments of 15 minutes are prorated from the hourly fee for periods less than one hour.

Assessments can vary widely in overall cost depending on the comprehensiveness of the assessment requested, the compliance of the testing subject, the communication efficiency of collateral informants, the relative degree of order/organization of records provided, and transportation time, among other factors.

In the event my services are secured as an expert witness in legal proceedings the fee per hour for my services is \$265.00 per hour, billed at the same 15 minute increments. This fee applies to services including, but not limited to, testifying in depositions, court appearances, due process hearings, mediations, and consultations about these proceedings. This fee is charged for the time spent at the site of the proceeding, or consultations, including wait time. Transportation to the site is charged at \$165.00 per hour.

By: _____ Date _____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional 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 consultant listed below ("**Consultant**"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

NATHAN H. HUNTER, PHD

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 \$6,500.00 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 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 Consultant acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

☒ General Conditions ☒ Special Conditions ☒ Required Documents and Certifications ☒ Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

DISTRICT

By: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 2/13/13

CONSULTANT

Signature: Nathan Hunter

Name: Nathan Hunter PhD

Title: Psychologist

Address: 23832 RIVERSIDE BLVD #150
LAKE FOREST CA 92630

Email Address: NATHAN.HUNTER@AUC.COM

FEIN/SSN 553354838

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: Nathaniel Jones

Date: 2/26/13

NATHAN H. HUNTER, PH.D.
Clinical Psychology

23832 Rockfield Blvd. Suite 150
Lake Forest, California 92630

California License PSY15163
Arizona License 3078

PSYCHOLOGICAL AND PSYCHOEDUCATIONAL ASSESSMENT RATE SHEET

Fees for psychological and psychoeducational assessment are charged on a per hour basis, \$165.00 per work hour. Billable time includes activities such as, but not limited to, interviews, telephone consultations, review of records, time devoted to testing, scoring and interpretation of tests, report writing, meetings to discuss results and recommendations, and any transportation to/from the testing/meeting site if the site is other than my office. Billing increments of 15 minutes are prorated from the hourly fee for periods less than one hour.

Assessments can vary widely in overall cost depending on the comprehensiveness of the assessment requested, the compliance of the testing subject, the communication efficiency of collateral informants, the relative degree of order/organization of records provided, and transportation time, among other factors.

In the event my services are secured as an expert witness in legal proceedings the fee per hour for my services is \$265.00 per hour, billed at the same 15 minute increments. This fee applies to services including, but not limited to, testifying in depositions, court appearances, due process hearings, mediations, and consultations about these proceedings. This fee is charged for the time spent at the site of the proceeding, or consultations, including wait time. Transportation to the site is charged at \$165.00 per hour.

By: Nathan Hunter Date 2/26/13

**EXTENSION NO. 1 OF PROFESSIONAL SERVICES AGREEMENT
PSA1213176**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

NATHAN H. HUNTER, PHD

The Professional Services Agreement PSA 1213176 with Capistrano Unified School District and Nathan H. Hunter, PHD called for an original contract period of February 14, 2013, through February 13, 2014.

The contract with Capistrano Unified School District and Nathan H. Hunter, PHD, shall be extended covering the period February 14, 2014, through June 30, 2014.

Except as set forth in this Extension Agreement, and Board approved on February 13, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: _____
Signature

Terry Fluent
Print name

Director, Purchasing
Title

Date: _____

CONSULTANT

Nathan H. Hunter, PHD

By: _____
Signature

Print Name

Title

Date: _____

**EXTENSION NO. 2 TO PROFESSIONAL SERVICES AGREEMENT
PSA1213184**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

DAYLE MCINTOSH DISABILITY RESOURCE CENTER

The Professional Services Agreement PSA 1213184 with Capistrano Unified School District and Dayle McIntosh Disability Resource Center called for an original contract period of February 22, 2013, through February 21, 2014.

The contract with Capistrano Unified School District and Dayle McIntosh Disability Resource Center shall be extended and additional 12 months covering the period July 1, 2014, through June 30, 2015, not to exceed \$5,000 annually.

Except as set forth in this Extension Agreement, and Board approved on February 22, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: _____
Signature

Terry Fluent
Print name

Director, Purchasing
Title

Date: _____

CONSULTANT

**Dayle McIntosh Disability Resource
Center**

By: _____
Signature

Print Name

Title

Date: _____

EXHIBIT A

FEE SCHEDULE

Dayle McIntosh
Disability Resource Center
13272 Garden Grove Blvd.
Garden Grove, CA 92843
(714)621-3300
(714)663-2094 FAX

School Interpreter services
\$64.00 per hour

Interpreters will provide Interpreting services for individual students or in DHH
classroom.
Interpreting services will be billed at a two (2) hour minimum with the start time based
on that specific request.

By:_____ Date:_____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of 2/22/13 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").

DAYLE MCINTOSH DISABILITY RESOURCE CENTER

WHEREAS, DISTRICT is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required:

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONSULTANT is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "Consulting Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Consultant shall perform the Consulting Services as set forth in Consultant's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$10,000.00 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 2/22/13-2/21/14 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: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 3/13/13

CONSULTANT

Signature: Dolores Kollmer

Name: Dolores Kollmer

Title: Executive Director

Address: 12772 Garden Grove Blvd.

Garden Grove, CA 92843

Email Address: dkollmer@dayle.mc.org

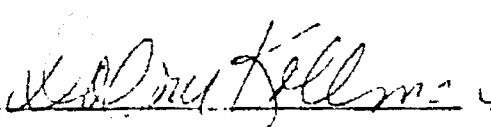
FEIN/SSN 95-331370-1111

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: 3/2-2013

EXHIBIT A

FEE SCHEDULE

Dayle McIntosh
Disability Resource Center
13272 Garden Grove Blvd.
Garden Grove, CA 92843
(714)621-3300
(714)663-2094 FAX

School Interpreter services
\$64.00 per hour

Interpreters will provide Interpreting services for individual students or in DHH
classroom.
Interpreting services will be billed at a two (2) hour minimum with the start time based
on that specific request.

By: Delores Hallman Date: 7-17-13

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213184**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

DAYLE MCINTOSH DISABILITY RESOURCE CENTER

Professional Services Agreement No. PSA 1213184 called for services to be rendered at the rates shown in the agreement.

The contract with Dayle McIntosh Disability Resource Center, shall be amended to reflect the new fee schedule as shown in Exhibit A to this amendment effective July 1, 2013.

Except as set forth in this Amendment, and Board approved on March 13, 2013 all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

**Dayle McIntosh Disability Resource
Center**

By: 
Signature

By: 
Signature

Terry Fluent

Dolores Kollmer
Print Name

Director, Purchasing

Executive Director
Title

Date: 7/29/13

Date: 7-17-13

EXHIBIT A

FEE SCHEDULE

Dayle McIntosh
Disability Resource Center
13272 Garden Grove Blvd.
Garden Grove, CA 92843
(714)621-3300
(714)663-2094 FAX

School Interpreter services
\$64.00 per hour

Interpreters will provide Interpreting services for individual students or in DHH
classroom.

By: Dolores Kellman Date: 3-12-13

**EXTENSION NO. 1 AND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT PSA1213184**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

DAYLE MCINTOSH DISABILITY RESOURCE CENTER

The Professional Services Agreement PSA 1213184 with Capistrano Unified School District and Dayle McIntosh Disability Resource Center called for an original contract period of February 22, 2013, through February 21, 2014 for \$10,000.00 annually.

The contract with Capistrano Unified School District and Dayle McIntosh Disability Resource Center shall be extended covering the period February 22, 2014, through June 30, 2014, not to exceed \$20,000 annually.

Except as set forth in this Extension Agreement, and Board approved on February 22, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: 
Signature

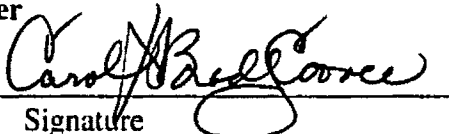
Terry Fluent
Print name

Director, Purchasing
Title

Date: 3-24-14

CONSULTANT

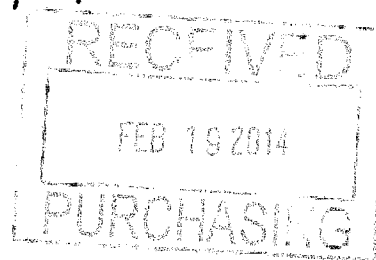
**Dayle McIntosh Disability Resource
Center**

By: 
Signature

CAROL A. BRADLEY-COONCE
Print Name

DEPUTY DIRECTOR
Title

Date: 2/13/14



**EXTENSION NO. 2 OF PROFESSIONAL SERVICES AGREEMENT
PSA 1213185**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

EDUCATIONAL TESTING AND ASSESSMENT, INCORPORATED

The Professional Services Agreement PSA 1213185 with Capistrano Unified School District and Educational Testing and Assessment, Incorporated, called for an original contract period of March 28, 2013, through March 27, 2014.

The contract with Capistrano Unified School District and Educational Testing and Assessment, Incorporated shall be extended and additional 12 months, covering the period July 1, 2014, through June 30, 2015. Annual services under this contract are limited to \$8,000.

Except as set forth in this Extension Agreement, and Board approved on March 27, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: _____
Signature

Terry Fluent
Print name

Director, Purchasing
Title

Date: _____

CONSULTANT

**Educational Testing and Assessment,
Incorporated**

By: _____
Signature

Print Name

Title

Date: _____

EXHIBIT A

EDUCATIONAL TESTING AND ASSESSMENT, INC.

Dr. Chris Davidson

Licensed Educational Psychologist 2138

714-840-8625 (Office) 714-840-9186 (Fax)

www.Drdaavidson.com, Drchrisd@aol.com

SERVICE AND FEE SCHEDULE

EDUCATIONAL TESTING AND ASSESSMENT, INC., Licensed Educational Psychologist SERVICES and FEE SCHEDULE	
Comprehensive Review of Records, 2-3 Testing Sessions, School or Home Observation, Goals, Recommendations, Report and One I.E.P. Attendance	\$ 4500.00
I.E.P. Attendance Including Travel Time.....	\$ 150.00 dollars per hour, Minimum 2 hours

By: _____ Date: _____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of 3/28/13 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

EDUCATIONAL TESTING AND ASSESSMENT, INC.

WHEREAS, DISTRICT is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONSULTANT is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "Consulting Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Consultant shall perform the Consulting Services as set forth in Consultant's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$6,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 3/28/13-3/27/14 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Consultant acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

☒ General Conditions ☒ Special Conditions ☒ Required Documents and Certifications ☒ Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

DISTRICT
By: Terry Fluent
Name: Terry Fluent
Title: Director, Purchasing
Board Approval Date: 3/27/13

CONSULTANT
Signature: Dr. Chris Davidson
Name: Dr. Chris Davidson
Title: owner
Address: 3401 Sagamore Dr
Huntington Beach, CA 92649
Email Address: Drchrsd@aol.com
FEIN/SSN: 200508097

1

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 hour

Dr Chris Davidson 6/13/13

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.

Dr Chris Davidson 6/17/13

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213185**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

EDUCATIONAL TESTING AND ASSESSMENT INC.

Professional Services Agreement No. PSA 1213185 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Professional Services Agreement No. 1213185 shall be amended to \$10,000 for additional services requested by the District.

Except as set forth in this Amendment, and Board approved on March 27, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Educational Testing and Assessment Inc.

By: Terry Fluent
Signature

By: Dr. Chris Davidson
Signature

Terry Fluent

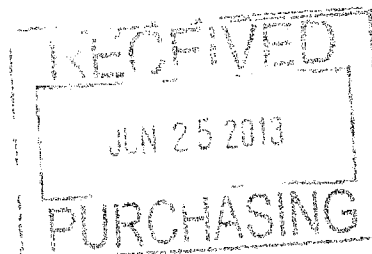
Dr. Chris Davidson
Print Name

Director, Purchasing

Owner
Title

Date: 7/12/13

Date: 6/14/13



EXTENSION NO. 2 OF PROFESSIONAL SERVICE AGREEMENT PSA1213200

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

MITCHEL D. PERLMAN PH.D. INCORPORATED

The Professional Service Agreement PSA 1213200 with Capistrano Unified School District and Mitchel D. Perlman PH.D., Incorporated called for an original contract period of May 1, 2013, through April 30, 2014.

The contract with Capistrano Unified School District and Mitchel D. Perlman PH.D., Incorporated shall be extended an additional 12 months, covering the period July 1, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension No. 1 Agreement. Annual services under this contract are limited to \$6,000.

Except as set forth in this Extension Agreement, and originally Board approved on June 12, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: _____
Signature

Terry Fluent
Print name

Director, Purchasing
Title

Date: _____

CONSULTANT

Mitchel D. Perlman PH.D. Incorporated

By: _____
Signature

Print Name

Title

Date: _____

Exhibit A

Fee Schedule

Mitchel D. Perlman PhD, Inc.
2430 Palermo Drive
San Diego, CA 92106
(619)255-5566
drMitch@drMitch.com

Psychoeducational evaluation

\$175.00 per hour for Psychoeducational assessments, report writing, discussion of results, collaboration/consultation with other professional, telephone calls, IEP attendance.

By:_____ Date:_____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of June 13, 2013 by and between Capistrano Unified School District, located at 33122 Valie Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

MITCHEL D. PERLMAN PH.D INCORPORATED

WHEREAS, DISTRICT is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONSULTANT is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "Consulting Services");

NOW, THEREFORE the Parties agree as follows.

Scope of Work/Services Consultant shall perform the Consulting Services as set forth in Consultant's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$6,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement The term of this base Agreement is for one year commencing May 1, 2013 to April 30, 2014 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

Additional Terms This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Consultant acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

☒ General Conditions ☒ Special Conditions ☒ Required Documents and Certifications ☒ Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above

DISTRICT

By: J. Fluitt

Name Terry Fluitt

Title Director, Purchasing

Board Approval Date: 6/11/13

CONSULTANT

Signature: [Signature]

Name Mitchel D Perlman

Title Licensed Clinical Psychologist

Address: 2430 Palermo Drive

San Diego, CA 92106

Email Address drMitch@drMitch.com

FEIN/SSN _____

RECEIVED

JUN 05 2013

Exhibit A

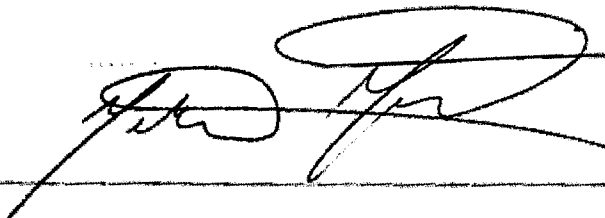
Fee Schedule

Mitchel D. Perlman PhD, Inc.
2430 Palermo Drive
San Diego, CA 92106
(619)255-5566
drMitch@drMitch.com

Psychoeducational evaluation

\$175.00 per hour for Psychoeducational assessments, report writing, discussion of results, collaboration/consultation with other professional, telephone calls, IEP attendance.

By: _____



Date: 05-23-2013

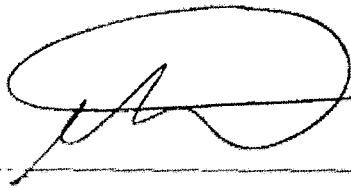
SPECIAL CONDITIONS

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: 05-23-2013

EXTENSION NO. 1 OF PROFESSIONAL SERVICE AGREEMENT PSA1213200

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

MITCHEL D. PERLMAN PH.D. INCORPORATED

The Professional Service Agreement PSA 1213200 with Capistrano Unified School District and Mitchel D. Perlman PH.D., Incorporated called for an original contract period of May 1, 2013, through April 30, 2014.

The contract with Capistrano Unified School District and Mitchel D. Perlman PH.D., Incorporated shall be extended an covering the period May 1, 2014, through June 30, 2014, at the prices shown in Exhibit A to this Extension No. 1 Agreement.

Except as set forth in this Extension Agreement, and originally Board approved on June 12, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: 
Signature

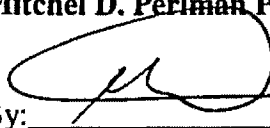
Terry Fluent
Print name

Director, Purchasing
Title

Date: 4/25/14

CONSULTANT

Mitchel D. Perlman PH.D. Incorporated

By: 
Signature

MITCHEL D. PERLMAN
Print Name


Title

Date: 4/18/2014

**EXTENSION NO. 1 TO PROFESSIONAL SERVICES AGREEMENT
PSA 1213203**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BOYS TOWN CALIFORNIA, INCORPORATED

Professional Services Agreement No. PSA 1213203 called for an original contract period of July 1, 2013, through June 30, 2014.

The agreement with Boys Town California, Incorporated shall be extended an additional 12 months, for the period July 1, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$40,000.

Except as set forth in this Extension Agreement, and Board approved on June 26, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Boys Town California, Incorporated

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

EXHIBIT A
FEE SCHEDULE

Boys Town California, Inc
2223 East Wellington Ave., Suite 350
Santa Ana, CA 92701
(714)558-0303
(714)558-0324 FAX
Leslie.richard@boystown.org

In-home counseling and guidance services to CUSD students.
Parent training

\$156.00 per hour.

By:_____ Date:_____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of June 27, 2013 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

BOYS TOWN CALIFORNIA, INCORPORATED

WHEREAS, DISTRICT is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONSULTANT is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "Consulting Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Consultant shall perform the Consulting Services as set forth in Consultant's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$35,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/13-6/30/14 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Consultant acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

☒ General Conditions ☒ Special Conditions ☒ Required Documents and Certifications ☒ Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

DISTRICT

By: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 6/24/13

CONSULTANT

Signature: Lawren Ramos

Name: Lawren Ramos

Title: Executive Director

Address: 2223 E. Wellington Ave., Ste. 350

Santa Ana, CA 92701

Email Address: Lawren.Ramos@boystown.org

FEIN/SSN: 76-0720675

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

Consultant is functioning solely as an independent educational evaluator. Consultant agrees that he/she will not recommend therapy or services within their own agency, company, or practice. Consultant agrees that during the performance of an independent educational evaluation at or on school district grounds, the consultant may be accompanied by a DISTRICT representative during the duration of the observation or interviews of staff and/or pupil.

Upon completion of the independent educational evaluation, the consultant agrees to release assessment documentation including assessment protocols and written report to the DISTRICT prior to receipt of payment for services.

By: _____ Date: _____

EXHIBIT A
FEE SCHEDULE

Boys Town California, Inc
2223 East Wellington Ave., Suite 350
Santa Ana, CA 92701
(714)558-0303
(714)558-0324 FAX
Leslie.richard@boystown.org

In-home counseling and guidance services to CUSD students.
Parent training

\$156.00 per hour.

By:_____ Date:_____

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213203**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BOYS TOWN CALIFORNIA, INCORPORATED

Professional Services Agreement No. PSA 1213203 called for services to be rendered at the rates shown in the agreement.

The Professional Agreement No. PSA 1213203 shall be amended by special conditions as shown in Exhibit A.

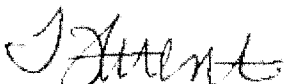
Except as set forth in this Amendment, and Board approved on June 26, 2013, all other terms of the contract remain in full force and effect.

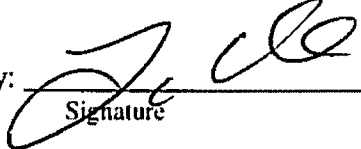
DISTRICT

CONSULTANT

Capistrano Unified School District

Boys Town California, Inc.

By: 
Signature

By: 
Signature

Terry Fluent

LAUREN RAMOS
Print Name

Director, Purchasing

EXECUTIVE DIRECTOR
Title

Date: 9/12/13

Date: 8/5/13

SPECIAL CONDITIONS

PSA NO. 1213203

Delete Article 7. Consultant Information, Section A. and replace with:

7. Consultant Information

- A. *The District shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant that are specifically and exclusively related to the services provided by Consultant pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data, and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds or symbols, or any combination thereof. "Information" shall not include any of Consultant's confidential or proprietary information or trade secrets.*

Delete Article 9. Termination For Convenience, first paragraph and replace with:

9. Termination For Convenience

Each party shall have the right to terminate this Agreement for convenience at any time and for any reason by giving thirty (30) days written notice of such termination to the other party. In the event of such termination, Consultant shall immediately cease rendering services pursuant to this Agreement.

**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213204**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

HARBOTTLE LAW GROUP

The Independent Contractor Agreement ICA 1213204 with Capistrano Unified School District and Harbottle Law Group called for an original contract period of July 1, 2013, through June 30, 2014.

The contract with Capistrano Unified School District and Harbottle Law Group shall be extended an additional twelve (12) months, covering the period July 1, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$150,000.

Except as set forth in this Extension Agreement, and Board approved on June 26, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: _____
Signature

Terry Fluent
Print name

Director, Purchasing
Title

Date: _____

CONSULTANT

Harbottle Law Group

By: _____
Signature

Print Name

Title

Date: _____

TABULATION SHOWING PRE-HARBOTTLE LAW GROUP VS. CURRENT/PROPOSED
HOURLY RATES THROUGH JUNE 30, 2014

Title	Pre-May 2009 Hourly Rate	Current/Proposed Hourly Rate
Partner	Approx. \$235/hour	\$195/hour
Associate	Approx. \$235/hour	\$190/hour
Paralegal	Approx. \$125/hour	\$95/hour



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 6/27/13, 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").

HARBOTTLE LAW GROUP

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 \$100,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/2013 to 6/30/2014 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

☒ 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: 6/26/13

CONTRACTOR

Signature: Dan Harbottle

Name: Dan Harbottle

Title: OWNER

Address: 13401 VAN KARMAN AVE. #200
IRVINE, CA 92612

Email Address: danharbottle@harbottlelaw.com

FEIN/SSN: 046-48-0968

**RETAINER AGREEMENT BETWEEN HARBOTTLE LAW GROUP AND
CAPISTRANO UNIFIED SCHOOL DISTRICT**

FISCAL YEAR, JULY 1, 2013-JUNE 30, 2014

This attorney retainer agreement is entered into by and between Harbottle Law Group ("HLG") on one hand, and Capistrano Unified School District ("Client") on the other for the fiscal year beginning on July 1, 2013 and extending through June 30, 2014.

1. Scope of Work and Duties. Client hires HLG to advise Client and perform legal services for Client and such other and further matters as Client and HLG from time to time agree upon. HLG will perform these services, will keep Client informed of progress, and will respond to Client's inquiries.

2. Client's Duties. Client agrees to provide HLG such information, assistance and cooperation as is necessary for HLG to effectively perform its services under this Agreement. Client shall timely pay HLG's bills for fees and costs.

Client shall keep HLG advised of Client's address, telephone numbers, and other pertinent contact information during the pendency of this Agreement.

3. Legal Fees, Billing Practices and Personnel.

A. HLG's fees will be charged on an hourly basis for all time actually expended and are generally billed monthly. The payment of such bills will be due within 30 days from the date of the invoice. It is presently anticipated that HLG Director, S. Daniel Harbottle will be principally involved in performing the legal services under this Agreement, however, HLG will utilize those attorneys and staff it determines to be best suited to the task, consistent with the competent and efficient rendering of legal services.

B. The term of this Agreement shall be until termination as set forth herein, and will commence on the date of execution of this Agreement. Except as provided in Section 3(C) below, the services to be performed by HLG hereunder shall be provided at a rate not to exceed One-Hundred Ninety-Five Dollars (\$195.00) per hour for Mr. Harbottle, and One-Hundred Ninety Dollars (\$190.00) per hour for other HLG attorneys, and Ninety-Five (\$95.00) per hour for legal assistants.

4. Costs and Other Charges. HLG will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for those costs and expenses in addition to the hourly fees. Costs and expenses commonly include fees fixed by law or assessed by public agencies, expert witness fees and expenses, deposition transcripts, long distance telephone calls, messenger and other delivery fees, postage, parking and other local travel expenses, photocopying and other reproduction costs, clerical staff overtime, and computer assisted research fees.

5. Statements. HLG shall send Client one or more statements for fees and costs incurred on a periodic basis, generally monthly. These statements shall indicate the basis of the fees, including the amount of time spent and a description of the work performed. Payment of the statements is due thirty days after the statements are rendered.

(0321911)

6. Concurrent Representation of Other Entities and Individuals. HLG is currently acting as legal counsel to a number of school districts, other public agencies in several counties, as well as private clients. HLG's representation of such public and private entities in such other matters is unrelated to its representation of Client. HLG therefore reserves the right to continue to represent such parties in these unrelated matters, and any other parties in the future which may be adverse to Client, but which are unrelated to our representation of Client. Your signature below will confirm this understanding and your waiver on behalf of Client of any such potential conflicts. If, in the future, Client wishes to retain HLG to represent its interests in matters that may relate to a matter or matters in which HLG is also representing other parties, HLG will present Client with a separate document for its consideration, and possible informed written consent, to such concurrent representation.

7. Disclaimer of Guarantee. HLG has made no representations, promises or guarantees to Client regarding the outcome of Client's matter(s). Furthermore HLG cannot make any guarantee as to the amount which Client will incur for attorneys' fees and costs in this matter, as those figures will wholly depend on the time and effort required to be devoted to the matter.

8. Discharge and Withdrawal. Client may discharge HLG at any time. HLG may withdraw from Client's representation at any time to the extent permitted by law and the Rules of Professional Conduct, upon reasonable notice to the Client. In the event of such discharge or withdrawal, Client shall pay HLG's fees and costs legally owed in accordance with this Agreement for all work done (and costs incurred) through the termination of HLG's representation of Client.

9. No Waivers. A waiver by either party of a breach of any of the conditions, terms, or time requirements under this Agreement shall not be construed as a waiver of any succeeding breach of the same or other conditions, terms or time requirements.

10. Errors and Omissions Insurance. HLG maintains errors and omissions insurance coverage applicable to the services mentioned in this Agreement.

11. Integration. This Agreement constitutes the entire Agreement between HLG and Client with respect to this matter.

12. Arbitration of Disputes. If any dispute arises between Client and HLG regarding services or billings or any other matter relating to the provisions or duties under this Agreement, such dispute shall be submitted to binding arbitration. Fee disputes shall be arbitrated according to the guidelines and standards adopted by the State Bar of California, if any, then in effect. Any other dispute shall be arbitrated according to the arbitration rules of the Orange County Bar Association, if any, then in effect; and if there are no such rules in effect then in accordance with the rules of the American Arbitration Association.

The decision of the arbitrator(s) shall be final and binding. The arbitrator(s) shall have the discretion to order the losing party to reimburse the prevailing party for all costs and fees incurred in connection with the arbitration, including attorneys' fees and the arbitrators' fees.

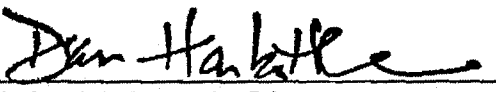
13. Fees and Costs to Enforce Agreement. In the event attorneys' fees and related costs are incurred to enforce this agreement or to resolve a dispute under this agreement, the

prevailing party shall be entitled to recover, in addition to damages allowed by law, reasonable attorneys' fees and costs.

14. Right to Consult Independent Counsel. HLG advises that Client has the right to consult independent counsel in connection with its decision to enter into this Agreement and recommends that it do so.

Dated: July 17, 2013

Harbottle Law Group

By: 
S. Daniel Harbottle, Director

I have read and understood the foregoing terms and agree to them.

Dated: _____, 2013

By: _____
Clark D. Hampton
Deputy Superintendent
Capistrano Unified School District

TABULATION SHOWING PRE-HARBOTTLE LAW GROUP VS. CURRENT/PROPOSED
HOURLY RATES THROUGH JUNE 30, 2014

Title	Pre-May 2009 Hourly Rate	Current/Proposed Hourly Rate
Partner	Approx. \$235/hour	\$195/hour
Associate	Approx. \$235/hour	\$190/hour
Paralegal	Approx. \$125/hour	\$95/hour

**AMENDMENT NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1314040**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

JEFFREY BRISTOW

The Independent Contractor Agreement ICA 1314040 with Capistrano Unified School District and Jeffrey Bristow called for an original contract amount of \$38,000.

The contract with Capistrano Unified School District and Jeffrey Bristow shall be amended to \$39,780 at the rates of the original agreement board approved on July 10, 2013.

Except as set forth in this Amendment Agreement, and Board approved on July 10, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: _____
Signature

Terry Fluent
Print name

Director, Purchasing
Title

Date: _____

CONSULTANT

Jeffrey Bristow

By: _____
Signature

Print Name

Title

Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 7-11-13, 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").

JEFFREY BRISTOW

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 \$38,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing July 11, 2013 to February 28, 2014 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

☒ 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 Fluett
 Name: Terry Fluett
 Title: Director, Purchasing
 Board Approval Date: 7/10/13

CONTRACTOR

Signature: Jeffrey Bristow
 Name: Jeffrey Bristow
 Title: Employee Assistance Consultant
 Address: 24581 Kings Rd
Laguna Niguel, CA 92677
 Email Address: jeff692677@yahoo.com
 FEIN/SSN: [REDACTED]

EXHIBIT A
FEE SCHEDULE

Jeffrey Bristow
24581 Kings Rd.
Laguna Niguel, CA 92677
949-363-7504

As needed services consisting of consulting and coaching/mentoring CUSD employees
at a daily rate of \$510.00 not to exceed \$38,000.

\$510.00 per day

Signature Jeffrey Bristow Date 07/01/13
Typed or Printed Name Jeffrey Bristow

**AMENDMENT NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1314132**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

THE PARENT INSTITUTE FOR QUALITY EDUCATION

The Independent Contractor Agreement ICA 1314132 with Capistrano Unified School District and The Parent Institute for Quality Education called for an original contract amount of \$10,000.

The contract with Capistrano Unified School District and The Parent Institute for Quality Education shall be amended to \$60,000 at the rates of the original agreement board approved on December 11, 2013.

Except as set forth in this Amendment Agreement, and Board approved on December 11, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: _____
Signature

Terry Fluent
Print name

Director, Purchasing
Title

Date: _____

CONSULTANT

**The Parent Institute for Quality
Education**

By: _____
Signature

Print Name

Title

Date: _____

**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement for Contracted Services ("**Agreement**") is effective as of December 12, 2013 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the contractor listed below ("**Contractor**"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

THE PARENT INSTITUTE FOR QUALITY EDUCATION

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 amendment.

Term of Agreement. The term of this base Agreement is for one year commencing December 12, 2013 through December 11, 2014 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

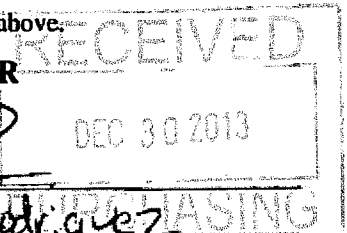
☒ General Conditions ☐ Special Conditions ☒ Required Documents and Certification ☒ Purchase Order(s)

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: 12/12/13**CONTRACTOR**Signature: Adalberto RodriguezName: Adalberto RodriguezTitle: Executive DirectorAddress: 2670 N. Main St, Suite 300
Santa Ana, CA 92705Email Address: arodriguez@pige.orgFEIN/SSN 33-0259359

Fee Schedule

The Parent Institute for Quality Education
Albert Rodriguez, Executive Director
2670 N. Main St., Suite 370
Santa Ana, CA 92705
Tel.(714)540-9920
Fax.(714)540-9926
Email. arodriguez@piqe.org


Description of Services

PIQE will provide a parent training course for the parents of the children enrolled in the school above mentioned. PIQE will recruit parents by phone, provide a needs-assessment session, a series of weekly training sessions for parents culminating in a graduation ceremony with certificates given to parents who attend four sessions or more. The training is designed to develop skills and techniques which will enable parents to address the educational needs of their school-aged children.

Rate of Pay and Expenses

Compensation: \$ 120 per parent graduate (those parents who attended four or more classes during the nine-week course) or a flat fee of \$ 5,000.00 should there be less than 45 parent graduates in a Spanish class, and a flat fee of \$ 1,800.00 for any additional class in another language should there be less than 15 parent graduates

Parent Institute Representative:


Albert Rodriguez, Executive Director PIQE

October 14, 2013
Date

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This Statement of Work ("SOW") is a legal agreement between Capistrano Unified School District (CUSD) (the individual or single entity who will purchase the training license) and Making Right Choices Squared, LLC ("MRC"). All rights not expressly granted herein are expressly reserved and retained by MRC.

1.0 PURPOSE

This SOW identifies MRC's one (1) year agreement to deliver and facilitate a customized Web-Based Training (WBT) program to help prevent employee sexual misconduct. Our training will be licensed by this agreement for use by CUSD. In consideration of the mutual covenants herein, the parties hereby agree as follows:

2.0 DESCRIPTION OF SERVICES

This section will explain the products and scope of customizations to MRC's WBT program.

WEB-BASED TRAINING SCOPE

MRC will deliver two (2) web or browser-based versions of the "Preventing Sexual Misconduct" Training to CUSD. One version will be suitable for Elementary School employees, while the other version is suitable for Middle/High School employees.

	DESCRIPTION
WEB BASED TRAINING	The training is approximately 100 pages of web-based content which takes an average user approximately 90 minutes to complete.
CONTENT CUSTOMIZATION	<ul style="list-style-type: none"> • Subject Matter Experts & Leadership: MRC will film CUSD Superintendent or designee "Introductory Remarks" to be included within the course.
TECHNICAL SPECIFICATIONS	<p>The following technical specifications have been used for scoping purposes. MRC will collaborate with CUSD to ensure that these minimum specifications are accurate.</p> <ul style="list-style-type: none"> • Operating System: MS Windows XP/Vista/Windows 7 • Processor: Pentium III, 733 MHz • RAM: 256 MB RAM • Input devices: keyboard, mouse • Browser version: <ul style="list-style-type: none"> ○ Internet Explorer 6.0+ ○ Firefox 2.0+ ○ Safari 2.0+

EXHIBIT 22

	<ul style="list-style-type: none"> • Connectivity: Intranet 120 Kbps+ <ul style="list-style-type: none"> ◦ Chrome 14+ • Color: 16-bit color • Plug-ins: Flash 8.0 player or higher • Screen resolution: 800 x 600 • Sound card
LICENSING	All licensing is subject to the terms of Appendix 2: One Year Enterprise Preventing Sexual Misconduct Courseware License Agreement.

3.0 TIMELINE

All references to days in this section are dependent upon and in reference to the contract signature date.

	DESCRIPTION
Day 1	Contract Signature
Day 30	Delivery of Middle/High School WBT Course
Day 150	Delivery of Elementary WBT Course

4.0 COST

Total contract price is twenty-six thousand, five hundred forty-six dollars, and eighty cents (\$26,546.80). The total cost is based on 3,992 employees (CDE 2011-2012 Staffing Data: 2,144 Certificated, and 1,848 Classified) X \$6.65 (Includes a 5% discount, as an ASCIP member of School Excess Liability Fund). MRC will adjust the total cost based on CUSD confirmation of employee count.

CUSD shall pay MRC the sum of fifty percent (50%) of the total contract price or thirteen thousand, two hundred seventy-three dollars, and forty cents (\$13,273.40) upon launching the Middle/High School version of the WBT course on "Preventing Sexual Misconduct Training." The balance of the contract price of thirteen thousand, three hundred dollars (\$13,273.40) shall be paid upon launching the Elementary School version of the course.

5.0 APPROVAL

By signing this approval, you agree to the scope of the project, the tentative timeline, cost and payment terms, and a One (1) Year License Agreement, and all other terms and assumptions contained in this SOW and the attached appendices. If you agree with this SOW, please print two copies, date and initial each page in the bottom right corner, sign this page, and send both documents to:

MRC Squared, LLC
 PO Box 8621
 Rancho Santa Fe, CA 92067
 Phone: 415-827-9049

Project Item	Description
Project Name	CUSD Preventing Sexual Misconduct WBT, One-Year License Agreement
Client Name and Address	Capistrano Unified School District 685 E. Jack London Blvd, Livermore, CA 94551
Number of Pages in SOW	10 Pages
Project Amount	\$26,546.80
Date of the SOW	To be determined

District Superintendent of Schools as Agent for **Capistrano Unified School District**

Signature: Joe Farley or Designee

 Title:

 Date:

Making Right Choices Squared, LLC

Signature: Glenn Scott Lipson

 Title:

 Date:

APPENDIX 1: GENERAL CONSIDERATIONS

MRC makes several general assumptions when entering a One Year Agreement with CUSD. Sharing these assumptions with CUSD facilitates our collaboration and establishes the expectations of both parties related to this contract. Costs and timelines may change if the scope differs from how it is described in the proposal (see Section 2.0 Description of Services).

	DESCRIPTION
SCOPE REQUIREMENTS AND CHANGES	<p>The scope of the project will not vary significantly from how it is described in this SOW.</p> <p>Our costs and timelines have been reasonably calculated to include the completion of the tasks and services outlined in this SOW. While the majority of our projects stay within the original scope of this SOW, occasionally a client wants to make course additions, enhancements, or modifications beyond the scope of our original agreement.</p> <p>Moreover, the need for additional review cycles and/or additional days of review may potentially necessitate a change order. The cost for an additional review cycle will cover additional project management time, hours to maintain existing resource allocation, and hours to make the revisions requested.</p> <p>Please note that CUSD's decision to either add or extend a review cycle may, at MRC's discretion, result in MRC seeking approval for the additional costs associated with that timeline adjustment.</p> <p>Should CUSD make a request that is deemed by MRC to be outside the scope of the existing contract, MRC will provide CUSD with options and the additional costs associated with such requests so CUSD will be able to make an informed decision on how to further proceed. Any work on what MRC deems as out-of-scope changes or additional services will not begin without written agreement by all parties.</p>
TIMELINES	<p>To control costs, we will use the following guidelines for delivery of the two versions of MRC's WBT courses.</p> <ul style="list-style-type: none"> • The course delivery will begin on a date to which we have both agreed. Changes and delays in the start date may affect all interim deliverables, as well as the final delivery. • The course delivery will not begin until we receive a signed contract. • Once begun, MRC may require a brief "ramp-up" period to assign staff to the course delivery. • CUSD will conduct all reviews and provide signed approvals as agreed upon with MRC management.
OWNERSHIP	<p>MRC retains the ownership of the intellectual property memorialized in the final curriculum including all deliverables. Also retained are the rights to any and all intellectual property associated with MRC's production and implementation protocols and strategies. This ownership includes all elements of the curriculum including content, source code, and graphics in the form of Flash .fla files, .SWF files, XML content files, .WAV files, .PSD files, .JPG, and .GIF files. Ownership of MRC's LMS and Training is subject to the terms of Appendix 2: One Year Enterprise Preventing Sexual Misconduct Courseware License Agreement.</p>

	DESCRIPTION
ASSUMED COPYRIGHT	It is assumed that CUSD holds clear copyright on all content and media provided to MRC for incorporation in the training, or has received legal permission from the copyright holder for this purpose.
MARKETING	With written permission from CUSD, MRC will send out press releases, product demonstrations, and case studies highlighting CUSD's use of MRC's training solutions. No Personally Identifiable Information will be shared at any time.
ADDITIONAL DEVELOPMENT COSTS	<p>MRC is available for additional work beyond what is outlined in this SOW. Should CUSD require "Time and Materials" labor, CUSD will be billed according to the number of hours worked, the type of resources needed, and any material expenditures on the additional SOW on a monthly basis according to the rates listed below:</p> <ul style="list-style-type: none"> • Project Manager: \$165.00 / hour • Technical Lead: \$150.00 / hour • Programmer: \$110.00 / hour • Senior Instructional Designer: \$110 / hour • Quality Control: \$110 / hour • Graphic Artist: \$100 / hour
ADDITIONAL	<p>For this SOW, "Cause" means a failure to maintain quality standards specified in this SOW or a failure to reach course delivery milestones in accordance with the implementation plan. Should CUSD seeks to terminate the agreement for Cause, MRC shall be given written notice of CUSD's intent to terminate for Cause and shall be allowed thirty (30) business days to cure the event that gave rise to CUSD's termination request.</p> <p>Upon signing the agreement, MRC allocates resources for the project. Should CUSD elect to terminate this agreement before course delivery without Cause, CUSD shall provide written notice of its intended termination to MRC at least thirty (30) business days prior to CUSD's intended termination. Following termination, MRC will bill CUSD monthly, on a time-and-materials basis for all work performed prior to the effective termination date.</p> <p>MRC will not be liable to CUSD for any failure or delay caused by events beyond MRC control, including but not limited to natural "acts of god" and/or CUSD failure to furnish necessary information.</p>
PAYMENT	MRC offers standard credit terms of 30 days. Payment for our invoices is due 30 days after the invoice date. A late charge will be assessed in the amount of 1.5% per month of the total amount due if payment is not received when due. CUSD agrees to pay all late charges, collection fees, and attorney's fees associated with collection on the account, should the account become past due.

APPENDIX 2: ONE YEAR ENTERPRISE PREVENTING SEXUAL MISCONDUCT COURSEWARE LICENSE AGREEMENT WITH RENEWAL PROVISIONS

1YEAR ENTERPRISE PREVENTING SEXUAL MISCONDUCT COURSEWARE LICENSE AGREEMENT WITH RENEWAL PROVISIONS

This **1 Year Enterprise Preventing Sexual Misconduct Courseware License Agreement** (this "Agreement") is a legal agreement between Capistrano Unified School District (CUSD) Superintendent of Schools as Agent (the individual or single entity who has purchased this License) and Making Right Choices Squared, LLC ("MRC"). All rights not expressly granted herein are expressly reserved and retained by MRC.

In consideration of the mutual covenants herein, the parties hereby agree as follows:

- 1) **DEFINITIONS.** The following definitions apply wherever used in this Agreement:
 - a) **"Courseware"** means the proprietary training product including, without limitation, video, text, tests, quizzes, questions and any interactive features developed by MRC and or its partners during the production of the intellectual content.
 - b) **"User"** is defined as any individual person that uses the courseware.
 - c) **"User License"** means a License allowing unlimited access to the "Courseware" that is resident on a MRC or CUSD server and accessed by district's computer mapped to said server by any registered employee or other individual. User licenses are non-transferable.
 - d) **"Software"** means the machine readable code or Courseware that may be accessed by one or more computer systems, but only in accordance with the terms of the License granted herein. It may also refer to any machine readable code bearing the MRC logo and trademark as well as printed materials.
 - e) **"District Framework"** means any and all servers, computers, or computer networks owned, leased, or accessed by any registered district, employee.
 - f) **"Support"** means any technical assistance from time to time made available by MRC in connection with the Courseware, whether provided by telephone, on-line or otherwise.
- 2) **LICENSE GRANT.** Subject to the provisions contained herein and full payment of all applicable license fees, MRC hereby grants CUSD a nonexclusive and nontransferable license to use the Courseware and any Documentation provided for the Courseware for use consistent with the number of Users for which you have purchased a license. This License does not permit the Software to be copied or otherwise electronically shared or distributed, outside of the district's framework. **SUCH COURSEWARE AND DOCUMENTATION ARE THE COPYRIGHTED WORKS OF MRC OR ITS SUPPLIERS AND ARE PROTECTED BY THE COPYRIGHT LAWS OF THE UNITED STATES AND INTERNATIONAL TREATY PROVISIONS. THE COURSEWARE AND DOCUMENTATION ONLY ARE BEING LICENSED AND NOT SOLD.**

- 3) **LICENSE TERM.** This Agreement will become effective on the initial activation date of the Courseware and will continue in effect until terminated as described below.
 - a) **Term.** This Agreement shall be effective as of the initial activation date and shall continue in full force and effect until the end of the anniversary date (the "Initial Term").
- 4) **RIGHTS RESERVED.** Except for those Licenses and rights specifically granted herein, MRC (and its licensors, as applicable) reserve all right, title and interest in and to the Courseware (including the Software). Without limiting the generality of the foregoing, CUSD (including all affiliated contractors, employees, and agents) is prohibited from reverse engineering the Software and from modifying or creating any derivative based on the Courseware (including the Software).
- 5) **SOFTWARE AND OTHER COURSEWARE MATERIALS; SUPPORT.** MRC shall provide the Software to CUSD electronically, via web-hosted delivery on the district's Framework. This Agreement grants CUSD rights to receive Support from MRC with respect to the Courseware or Software, provided CUSD is within a valid license period and all license fees are paid up to date.
- 6) **RESTRICTED USE.** No copies of the Courseware or the Documentation shall be made by CUSD or any other person or entity at any time. MRC shall have reasonable rights of audit to ensure compliance with this Agreement. All license rights or copies of the Courseware or the Documentation shall be subject to this Agreement and shall contain all notices of copyright, trademark or other proprietary rights and all claims of trade secret rights as contained in the original Courseware or Documentation provided to you. You may not remove or obscure any said copyright or trademark or proprietary rights notices of MRC at any time for any purpose.
- 7) **TRANSFERS PROHIBITED.** The License granted hereunder is non-transferable. Except as specifically permitted herein, **ANY REPRODUCTION, RESALE OR DISTRIBUTION OF THE COURSEWARE, OR TRANSFER OF THIS LICENSE NOT IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT IS PROHIBITED AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES.**
- 8) **TITLE.** All title, ownership rights, and intellectual property rights in and to the Courseware and Documentation shall remain the sole property of MRC or its suppliers and no such rights are being transferred or conveyed hereunder except as expressly provided herein. It is expressly agreed that if CUSD infringes or threatens to infringe upon the ownership or other intellectual property rights of MRC's Courseware or Documentation in any manner, MRC shall be entitled to an immediate restraining order, injunctive relief and any other equitable relief through any court of competent jurisdiction, including recovery of reasonable attorney's fees.
- 9) **CONTENT.** Title, ownership rights, and intellectual property rights in and to the content accessed through the Courseware, framework, and Documentation are the property of the applicable content owner and may be protected by applicable copyright or other laws. This License gives no rights to such content.
- 10) **RENEWAL PRICING.** MRC and CUSD reserve the right to negotiate, change, or modify the course

renewal fee at the end of the anniversary date for an additional period of courseware provision. If necessary, MRC and CUSD should arrive at mutual agreement ninety (90) days prior to end of the Term of the Lease Agreement.

- 11) **LIMITED WARRANTY.** MRC warrants that the Software, if operated as directed, will substantially achieve the functionality described in the Software Documentation. MRC does not warrant, however, that CUSD use of the Software will be uninterrupted or that the operation of the Software will be error-free or secure. MRC also warrants that the media containing the Software and other Courseware materials will be free from defects in material and workmanship for the length of the license period purchased. In the event MRC receives written notice from you of any defects within the warranty period, MRC in its sole discretion shall: (i) replace or correct your defective media or materials; or (ii) in the case of defective Software media, advise you how to achieve substantially the same functionality with the Software as described in the Software Documentation through a procedure different from that set forth in the Software Documentation. The sole liability of MRC for any defect or breach of warranty shall be the remedies set forth herein. **THE FOREGOING ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY MRC. MRC HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF NONINFRINGEMENT OR ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE LIMITED WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE OR BY JURISDICTION. NO MRC EMPLOYEE, AGENT, SUPPLIER OR RESELLER IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS OR ADDITIONS TO THIS WARRANTY.** Notwithstanding any other provision herein, the limited warranties shall immediately terminate if: (i) any modifications are made to the Software by you at any time; (ii) the Courseware media or materials are subjected to accident, abuse, or improper use; (iii) the Software is used on or in conjunction with hardware or programs other than the unmodified version of hardware and programs with which the Software was designed to be used as described in the Software Documentation; or (iv) you violate any of the terms or conditions of this Agreement.
- 12) **LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL MRC OR ITS SUPPLIERS OR RESELLERS OR ANY OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS THEREOF BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE ANY OF THE COURSEWARE (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOSS OF BUSINESS PROFITS, LOSS OF BUSINESS INFORMATION, LOSS OF DATA, OR OTHER PECUNIARY LOSS), EVEN IF MRC SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SUBJECT TO THE FOREGOING, IN NO EVENT SHALL LIABILITY FOR DAMAGES EXCEED THE AMOUNT OF THE LICENSE FEE PAID TO MRC FOR THIS LICENSE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF**

INCIDENTAL OR CONSEQUENTIAL DAMAGES, THESE LIMITATIONS MAY NOT APPLY TO YOU.

- 13) **COURSE COMPLETION RECORDS AND SPECIFIC INDEMNITY.** It is understood and agreed that the CUSD will maintain a record of each and every individual person or party who registers to take the MRC "Preventing Sexual Misconduct" online course products being licensed by MRC to the district under this Agreement, which record shall at a minimum include the registrant's name, course registration date, and course completion date as claimed by the registrant. It is further understood and agreed that MRC requires prior to MRC's issuance to the registrant of a Certificate of Completion of the course, that the registrant confirm and certify that he or she has duly attended and completed each aspect of the course. Notwithstanding, however, it is further understood and agreed that the issuance by MRC of a Certificate of Completion to a registrant is largely based upon the registrant's representation of completion of the course and MRC by way of issuance of the Certificate of Completion or otherwise, does not attest to the accuracy or honesty of the registrant's representation of completion or that the registrant has fully completed the course. Without limiting in any manner whatsoever both the broad and specific language, application, interpretation, and meaning of the indemnification provisions provided elsewhere in this Agreement, including its attachments and addendums as may be applicable or as may be incorporated into this Agreement, The district shall specifically defend, indemnify, and hold harmless MRC, its subsidiaries, and their respective directors officers, employees and agents (hereinafter "MRC Indemnities") from and against all actions causes of actions, liabilities, claims, suits, judgments, liens, awards and damages of any kind and nature whatsoever arising out of or in any way related to the registrant's completion of the MRC "Preventing Sexual Misconduct" online course being sold or licensed under this Agreement
- 14) **EXPORT CONTROLS.** JPA shall not download, transmit or otherwise export or re-export the Software or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations. In particular, but without limitation, none of the Software or the Documentation or underlying information or technology may be downloaded, transmitted or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Afghanistan, Syria or Sudan or any other country to which the United States has embargoed goods; or (ii) to any person on the United States Treasury Department list of Specially Designated Nationals or the United States Commerce Department Table of Deny Orders. You represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.
- 15) **TERMINATION.** Without prejudice to its other rights hereunder, MRC may terminate this Agreement and the License if CUSD violates or breaches any term or condition hereof. In the event of such termination, CUSD agrees to immediately destroy all copies of the Software and the Documentation and cease all use thereof, without refund or recourse.
- 16) **INJUNCTIVE RELIEF. CUSD** acknowledges and agrees that the remedy at law for any breach of any of the terms

of this Agreement may be inadequate, and CUSD therefore agrees and consents that temporary and permanent injunctive and other equitable relief may be granted in any proceeding which may be brought to enforce any provision hereof, including within such other equitable relief, specific performance, without the necessity of proof of actual damage or inadequacy of any legal remedy.

- 17) **BINDING EFFECT.** Subject to the prohibitions on transfer and assignment hereof, this Agreement shall inure to the benefit of and be binding upon each of the parties hereto and their respective officers, directors, employees, shareholders, owners, partners, agents, representatives, parents, subsidiaries, affiliates, heirs, devisees, successors and assigns, jointly and severally.
- 18) **MISCELLANEOUS.** This Agreement represents the sole and exclusive agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, communications, proposals and representations. This Agreement may be amended only by a writing executed by both parties. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. In the event that any provision of this Agreement shall be held by the final judgment of a court of competent jurisdiction to be invalid or unlawful or unenforceable, then the remaining provisions of this Agreement shall remain in full force and effect and shall be construed to give the fullest effect to the intent of the parties expressed herein. Headings shall not be considered in interpreting this Agreement. This Agreement shall be governed by and construed under the laws of the State of California, and the United States of America, and the parties hereto consent to jurisdiction and venue in the courts of San Diego County, State of California or the United States Federal District Court located in the State of California. The parties further agree not to disturb such choice of forum, and if not resident in such state, waive the personal service of any and all process upon them, and consent that such service of process may be made by certified or registered mail, return receipt requested, addressed to the parties as set forth herein.
- 19) **SEVERABILITY.** If any part of this Agreement is found to be unenforceable for any reason it will not affect the remainder of this Agreement, which will remain fully enforceable.
- 20) **U.S. GOVERNMENT RESTRICTED RIGHTS.** The Software and Courseware are being provided only with RESTRICTED RIGHTS. If the acquiring unit or agency is the U.S. Department of Defense, use, duplication or disclosure is subject to restrictions as set forth in DFAR Section 227.7202. If the acquiring unit or agency is any other unit or agency of the United States Government, use, duplication or disclosure is subject to restrictions as set forth in FAR Section 12.212 and FAR Section 52.227-19(c)(1) and (2). For these purposes the manufacturer is Making Right Choices Squared, LLC, PO Box 8621, Rancho Santa Fe, CA 92067.
- 21) **ADDITIONAL TERMS AND CONDITIONS.** CUSD agrees not to resale, market or otherwise publicly represent or broadcast the Courseware or Documentation without express written permission of MRC.

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This Statement of Work ("SOW") is a legal agreement between Capistrano Unified School District (CUSD) (the individual or single entity who will purchase the Learning Management System license) and Making Right Choices Squared, LLC ("MRC"). All rights not expressly granted herein are expressly reserved and retained by MRC.

1.0 PURPOSE

This SOW identifies MRC's limited license agreement for a customized Learning Management System ("LMS"). The LMS will be licensed by this agreement for use by CUSD and through its administration to its recognized members. In consideration of the mutual covenants herein, the parties hereby agree as follows:

2.0 DESCRIPTION OF SERVICES

This section will explain the product and scope of customizations to MRC's LMS.

	DESCRIPTION
CORE SYSTEM	The LMS will be programmed with two levels of administration. The district administrator screen will provide access to and reporting for all schools within the district. At the school level, managers will be able to access reports and manage users associated with their school site.
GRAPHICAL USER INTERFACE	The LMS will include a customized graphical user interface ("GUI"). The GUI can be branded with the district's logo and welcome message. Specifics of the district's brand should be provided to MRC when the project begins.
HOSTING	<p>MRC's LMS hosting service provides the hardware, software and Internet bandwidth necessary for CUSD to deliver e-learning courses to district users. The hosting service provides:</p> <ul style="list-style-type: none"> • High speed servers running the latest Windows Server operating system • SQL Server database software • Secure data center with 24/7 operations <ul style="list-style-type: none"> ○ Redundant, high-bandwidth Internet connectivity provided by Tier 1 service bandwidth providers ○ Burstable bandwidth to handle peak loads ○ Conditioned power, battery backup and backup generators

	DESCRIPTION
TECHNICAL SUPPORT	<ul style="list-style-type: none"> o Climate control o Access restricted to level 3 data-center support technicians <p>While the hosting system is robust enough to deliver MRC's WBT, it is not designed to seamlessly stream video or other high media based content. Hosting by MRC during the first year is mandatory, but optional thereafter. Hosting costs are defined in Section 4.0 Cost.</p> <p>MRC will support one (1) LMS Master Administrator at the district level.</p> <p>Administrator support includes:</p> <ul style="list-style-type: none"> • Direct access to an MRC representative • Assistance with general questions, configuration issues, tuning, and bugs affecting the environment. <p>Technical support does not cover:</p> <ul style="list-style-type: none"> • Helping the client on parts of their application or system that do not directly interface with the LMS. • Helping improve speed beyond an environment where MRC's LMS is not the sole component contributing to the time. <p>Specifically, MRC will not provide end-user or level 1 technical support as defined below. Level 2 support will be provided by MRC.</p> <ul style="list-style-type: none"> • Level 1.1 support answers questions that include help with simple problems or general "how-to" questions. • Level 1.2 support answers more complex questions that deal with advanced features and possible product bugs or failures. If the problem cannot be resolved at this level, level 3 support begins. • Level 1.3 support will typically require some research and investigation. Before escalating to level 4 support, the Master Administrator must duplicate the issue on at least two separate systems and document the error in writing to MRC. • Level 2 support will be handled entirely by MRC with a typical turnaround time of 24-48 hours. For critical issues, MRC will respond earlier if possible.
REVIEWS	<p>This project will include several reviews as listed in the timeline in section 3.0 of this document. In order to complete the course on time, the timeline for each review must be honored.</p> <p>MRC requires approval for each review before continuing to the next phase of development. Changes to the LMS requested after approval may necessitate a change order. If this occurs, CUSD will receive notification from MRC before out-of-scope work is initiated.</p>
OPTIONAL MAINTENANCE PLAN	<p>"The intent of the optional maintenance plan is to maintain the currently working system as security, operating systems, database versions, and other supporting technologies may change. The plan covers maintenance, upgrades, and bug fixes to the MRC LMS. Regardless of whether or not CUSD selects MRC's Maintenance Plan, CUSDs license will still be valid, but it will not be supported by</p>

	DESCRIPTION
	<p>MRC.</p> <p>The Maintenance Plan includes:</p> <ul style="list-style-type: none"> • Application of LMS updates upon release. • Notification and application of critical security-related updates, testing, and patch maintenance. • Notification and application of other updates as well as recommended times for installing other updates or patches. <p>Maintenance services are included as free the first year. Annual maintenance is 30% of the original contract price as defined in Section 4.0 Cost.</p>
LICENSING	All licensing is subject to the terms of Appendix 2: Learning Management System License Agreement.

3.0 TIMELINE

All references to days in this section are dependent upon and in reference to the contract signature date.

	DESCRIPTION
Day 1	Contract Signature
Day 35	Delivery of LMS for client review
Day 45	End User Data Uploaded
Day 60	Final Sign Off by CUSD

4.0 COST

The total contract price for the LMS is four thousand five hundred dollars (\$4,500.00). CUSD shall pay MRC the sum of fifty percent (50 %) of the total contract price or two thousand, two hundred and fifty dollars (\$2,250) upon execution of this Agreement. The balance of fifty percent (50 %) of the total contract price or two thousand, two hundred and fifty dollars (\$2,250) shall be paid upon delivery of the LMS to CUSD for final review and sign off.

The total annual contract price for Hosting and Support is twenty-five hundred dollars (\$2,500.00) per ten thousand (10,000) End Users. CUSD shall pay MRC the sum of fifty percent (50%) of the total contract price, or one thousand two hundred and fifty dollars (\$1,250.00) upon execution of this Agreement. The balance of fifty percent (50%) of the total contract price, or one thousand two hundred and fifty dollars (\$1,250.00) shall be paid upon delivery of the LMS to CUSD for final review and sign off.

5.0 APPROVAL

By signing this approval, you agree to the scope of the project, the timeline, the invoice schedule, Enterprise License Agreement, and all other terms and assumptions contained in this SOW and the attached appendixes. If you agree with this SOW, please print two copies, date and initial each page in the bottom right corner, sign this page, and send both documents to:

MRC Squared, LLC
 PO Box 8621
 Rancho Santa Fe, CA 92067
 Phone: 415-827-9049

Project Item	Description
Project Name	CUSD Learning Management System
Client Name and Address	Capistrano Unified School District 33122 Valle Road, San Juan Capistrano, CA 92675
Number of Pages in SOW	20 Pages
Project Amount	\$7,000.00 (includes the LMS, and Year 1 Hosting & Support)
Date of the SOW	To be determined

District Superintendent of Schools as Agent for **Capistrano Unified School District**

Signature: Joe M. Farley or Designee

 Title:

 Date:

Making Right Choices Squared, LLC

Signature: Glenn Scott Lipson

 Title:

 Date:

APPENDIX 1: GENERAL CONSIDERATIONS

MRC makes several general assumptions when entering a One Year Agreement. Sharing these assumptions with CUSD facilitates development and reduces the number of "surprises" along the way. Costs and timelines may change if the scope differs from how it is described in the proposal (see Section 2.0 Description of Services).

	DESCRIPTION
SCOPE REQUIREMENTS AND CHANGES	<p>The scope of the project will not vary significantly from how it is described in this SOW.</p> <p>Our costs and timelines have been reasonably calculated to include the completion of the tasks and services outlined in this SOW. While the majority of our projects stay within the original scope of this SOW, occasionally a client wants to make course additions, enhancements, or modifications beyond the scope of our original agreement.</p> <p>Moreover, the need for additional review cycles and/or additional days of review may potentially necessitate a change order. The cost for an additional review cycle will cover additional project management time, hours to maintain existing resource allocation, and hours to make the revisions requested.</p> <p>Please note that CUSD's decision to either add or extend a review cycle may, at MRC's discretion, result in MRC seeking approval for the additional costs associated with that timeline adjustment.</p> <p>Should CUSD make a request that is deemed by MRC to be outside the scope of the existing contract, MRC will provide CUSD with options and the additional costs associated with such requests so will be able to make an informed decision on how to proceed. Work on what MRC deems as out-of-scope changes or additional services will not begin without written agreement by all parties.</p>
TIMELINES	<p>To control costs, we will follow these guidelines for your project:</p> <ul style="list-style-type: none"> • The project will begin on a date to which we have both agreed. Changes and delays in the start date will affect all interim deliverables, as well as the final delivery. • The project will not begin until we receive a signed contract from CUSD • Once begun, MRC may require a brief "ramp-up" period to assign staff to the project. • CUSD will conduct all reviews and provide signed approvals as agreed upon with the MRC project manager.
OWNERSHIP	<p>MRC retains the ownership of the intellectual property memorialized in all deliverables. Also retained are the rights to any and all intellectual property associated with MRC's production and implementation protocols and strategies. This ownership includes all elements of the curriculum including content, source code, and graphics in the form of Flash .fla files, .SWF files, XML content files, .WAV files, .PSD files, .JPG, and .GIF files. Ownership of MRC's LMS is subject to the terms of Appendix 2: Learning Management System License Agreement.</p>

	DESCRIPTION
ASSUMED COPYRIGHT	It is assumed that CUSD holds clear copyright on all content and media provided to MRC for incorporation in the Training, or CUSD has received legal permission from the copyright holder for this purpose.
MARKETING	With written permission from CUSD, MRC will send out press releases, product demonstrations, and case studies highlighting CUSD's use of MRC's training solutions. No Personally Identifiable Information will be shared at any time.
ADDITIONAL DEVELOPMENT COSTS	<p>MRC is available for additional work beyond what is outlined in this SOW. Should CUSD require "Time and Materials" labor, CUSD will be billed according to the number of hours worked, the type of resources needed, and any material expenditures on the project on a monthly basis according to the rates listed below:</p> <ul style="list-style-type: none"> • Project Manager: \$165.00 / hour • Technical Lead: \$150.00 / hour • Programmer: \$110.00 / hour • Senior Instructional Designer: \$110 / hour • Quality Control: \$110 / hour • Graphic Artist: \$100 / hour
ADDITIONAL	<p>For this SOW, Cause means a failure to maintain quality standards specified in this SOW or a failure to reach developmental milestones in accordance with the implementation plan. Should CUSD seek to terminate the agreement for Cause, MRC shall be given written notice of CUSD's intent to terminate for Cause and shall be allowed thirty (30) business days to cure the event that gave rise to CUSD's termination request.</p> <p>Upon signing the agreement, MRC allocates resources for the project. Should CUSD elect to terminate this agreement before project completion without Cause, CUSD shall provide written notice of its intended termination to MRC at least thirty (30) business days prior to CUSD's intended termination. Following termination, MRC will bill CUSD monthly, on a time-and-materials basis for all work performed prior to the effective termination date.</p> <p>MRC will not be liable to CUSD for any failure or delay caused by events beyond MRC control, including but not limited to natural "acts of god" and/or failure to furnish necessary information.</p>
PAYMENT	MRC offers standard credit terms of 30 days. Payment for our invoices is due 30 days after the invoice date. A late charge will be assessed in the amount of 1.5% per month of the total amount due if payment is not received when due. CUSD agrees to pay all late charges, collection fees, and attorney's fees associated with collection on the account, should the account become past due.

APPENDIX 2: LEARNING MANAGEMENT SYSTEM LICENSE AGREEMENT

LEARNING MANAGEMENT SYSTEM ENTERPRISE LICENSE AGREEMENT

This **Learning Management System Enterprise License Agreement** (this "Agreement") is a legal agreement between Capistrano Unified School District (CUSD) (the individual or single entity who has purchased this License) and **Making Right Choices Squared, LLC** ("MRC"). All rights not expressly granted herein are expressly reserved and retained by MRC.

1) In consideration of the mutual covenants herein, the parties hereby agree as follows:

2) DEFINITIONS

- 1) **"API"** means an application program interface used to import or export data in databases or contained in the Applications.
- 2) **"Applications"** means Licensor's Learning Management System, including APIs, if any, offered by Licensor to its general customer base, as well as all APIs (including Enhancements developed for Licensee, once developed) made available by Licensor for use by Licensee and End Users pursuant to the terms of this Agreement.
- 3) **"Development Services"** means services provided by Licensor related to the development of Enhancements.
- 4) **"Documentation"** means end user manuals, and other user documentation provided by Licensor in connection with the Applications.
- 5) **"Effective Date"** shall mean the date set forth below Licensee's signature.
- 6) **"End User Data"** means content, information or other data submitted or entered by an End User or by Licensee on behalf of an End User including, but not limited to, personally identifiable information, account information, credit card information, bank account information, accounting information, transactions and reports.
- 7) **"End Users"** means (i) Licensee employees, agents and consultants and (ii) owner/operators that are users of the Licensor Services provided by Licensee in accordance with the terms of this Agreement.
- 8) **"Enhancement"** means a modification, extension or addition to an Application made by either Licensor or Licensee pursuant to the terms of this Agreement.
- 9) **"Fixes"** means bug fixes and error corrections to the Applications made by Licensor to address errors reported by Licensee, or discovered by Licensor personnel, or otherwise generally made available by Licensor to its customers.
- 10) **"Intellectual Property Rights"** means any worldwide intellectual property or proprietary rights, including but not limited to copyrights, moral rights, trademarks (including logos, slogans, trade names, service marks), patent rights (including patent applications and disclosures, continuations, continuations-in-part, reexaminations and reissues), rights in know-how and inventions, and trade secret rights.
- 11) **"Licensor Services"** means the hosted services provided by Licensor that allow End Users to access and utilize

the Applications.

- 12) **"Primary Data Center"** means the primary data center owned or controlled by Licensor.
- 13) **"Licensee Content"** means any content supplied by Licensee or acquired by Licensee from third party content providers for use in connection with using the Licensor Services to develop and deliver training management course programs.
- 14) **"Service Level Specifications"** means the service levels for the availability, response times and performance of the Licensor Services, the maintenance and support of the Applications and the provision of Fixes, as set forth in Appendix 3: Learning Management Service Level Agreement.
- 15) **"Services"** means the services to be provided by Licensor pursuant to this Agreement, collectively, the Development Services, Support Services and Licensor Services.
- 16) **"Source Code"** means the source code and related documentation in a form suitable for reproduction by computer, comprising the Applications, including without limitation and to the extent that the following have been created by Licensor: programmers' comments, programmers' notes, design specifications (including system flow charts, program flow charts, file layouts, report layouts, and screen layouts), user guides, installation guides, on-line help, and any and all of the materials reasonably required to enable skilled programmers to use, understand, and maintain Source Code, and a listing of all associated software development tools needed and available as open source tools to be able to effectively utilize the Source Code .
- 17) **"Statement of Work"** means a statement of work, executed by both parties, which sets forth Development Services to be provided by Licensor.

3) AUTHORITY

- 1) **Passwords.** As part of the registration process, each End User will select passwords for its End User account. End Users are responsible for maintaining the confidentiality of passwords. To the extent either Licensee or Licensor acquires access to any End User passwords, each party shall maintain the confidentiality of such passwords. For so long as Licensor is hosting the Applications, the Licensee agrees to notify Licensor immediately if Licensee has any reason to believe that the security of Licensor's Services or any End Users' accounts has been compromised.
- 2) **Restrictions.** Licensee will have no authority to make commitments or otherwise bind Licensor. Licensee shall not, and shall include as a restriction in the agreement into which Licensee enters with End Users that requires End Users not to:
 - a) Attempt to download, modify, copy, or otherwise reproduce the Applications in whole or in a part; or
 - b) Use the Licensor Services or Applications for any unlawful purpose. Licensee shall cause each End User to execute a User Agreement prior to providing access to the Licensor Services or the Applications. Upon Licensor's reasonable request, Licensee agrees to enforce the terms of the User Agreement against its End Users.

4) HOSTING

- 1) **Primary Data Center.** Licensor will provide the Licensor Services from the Primary Data Center. Licensor Services will conform to the Service Level Specifications. When server performance reaches an average of 65% utilization for more than 2 hours per day, Licensor will, either (a) replace the server with a more powerful model or (b) add another server so that average server utilization remains below 65% (the choice of (a) or (b) being in Licensor's discretion). Licensee reserves the right to host the Application in its own Data Center at any point in time. Should Licensee exercise the right to host the Application in its own data center, Licensee will be responsible for providing all hardware, software and support infrastructure required to run the Application, at no cost to Licensor.

5) Development Services

- 1) **Development Projects.** As set forth in this Agreement, or as may later be mutually agreed upon by the parties, Licensor may perform Development Services involving the creation of Enhancements for the benefit of Licensee. The parties shall enter into a Statement of Work in connection with each such development project. The Statement of Work will include at least the following information, and such other information as the parties consider useful: (i) a description of the project, together with specifications for the desired Enhancement; (ii) an identification of any interim deliverables or milestones; (iii) acceptance criteria; (iv) a description of each party's responsibilities with respect to the project; (v) identification of any dependencies; (vi) the schedule for completion; and (vii) the pricing.
- 2) **Delivery and Acceptance.** Following delivery of each Enhancement, Licensee shall review, test and evaluate each such Enhancement to confirm that such Enhancements conform to the Specifications set forth in the applicable Statement of Work without defects or errors. Within five business (5) days following delivery of such Enhancement to Licensee or such other period of times as may be designated in the applicable Statement of Work (the "Test Period"), Licensee shall provide Licensor with either a written acceptance of the Enhancement(s) ("Acceptance") or a statement of errors; provided that Licensee's failure to provide a written Acceptance or statement of efforts within the Test Period will be deemed an Acceptance of the Enhancement(s). If a statement of errors is provided in accordance with the above, Licensor shall use commercially reasonable efforts to correct any nonconformities, defects or errors, and to redeliver the Enhancement(s) to Licensee within the one (1) month or such later period of time as the parties mutually agree in writing (the "Remediation Period"). If Licensor is unable or unwilling to correct any identified deficiency in an Enhancement within the Remediation Period, Licensee may either (i) grant Licensor additional time in which to correct the deficiency; or (ii) provide written notice of breach. If the breach is not cured, Licensee shall be entitled, as its sole and exclusive remedy for any such breach, to recover from Licensor the amounts paid or payable in connection with the particular

Enhancement.

6) PROPRIETARY RIGHTS

- 1) **Ownership.** No transfer of ownership or any software or data or any Intellectual Property Rights shall occur or shall be deemed to occur under this Agreement. Both parties hereby reserve all rights not expressly granted herein. Licensor shall retain all right, title and interest, including all Intellectual Property Rights, in and to the Licensor Services, Applications and Source Code. Licensee shall retain all right, title and interest, including all Intellectual Property Rights, in and to the training content within the Application.
- 2) **End User Data.** As between Licensor and Licensee, Licensee shall be solely responsible for any End User Data submitted to or available on the Licensor Services, and Licensor shall not own and shall not acquire any ownership rights to Licensee Content. Licensee shall obtain any and all licenses to, or releases of intellectual or proprietary rights subsisting in any Licensee Content, before delivery to Licensor. Licensee shall not, and shall include in the Use Agreement a requirement that End Users not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious content or materials, including content or materials that may be harmful to children or that violates any third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) attempt to interfere with or disrupt the integrity or performance of the Licensor Services or the Applications contained therein; or (v) attempt to gain unauthorized access to the Licensor Services or its related systems or networks.
- 3) **Confidentiality.** "Confidential Information" means any and all information disclosed by either party or an End User to the other which is marked "confidential" or "proprietary," or which the receiving party should reasonably believe to be confidential, including oral information, which is designated confidential at the time of disclosure. Confidential Information does not include any information that the receiving party can demonstrate (i) was known to it prior to its disclosure; (ii) is or becomes publicly known through no wrongful act of the receiving party; (iii) has been rightfully received from a third party authorized to make such disclosure without restriction; or (iv) is independently developed by the receiving party. Without limiting the foregoing, the Applications, End User Data, Licensee Content, Enhancements, Escrowed Materials, Fixes, Licensee Developed Extensions and Source Code are all Confidential Information and may only be used and or disclosed as expressly permitted in this Agreement.
- 4) **Non-Disclosure.** Each party shall use the Confidential Information of an End User or of the other party solely as necessary to perform its obligations and exercise its rights under this Agreement, and for no other purpose whatsoever. Neither party shall disclose any Confidential Information of an End User or of the other party without such party's prior written consent. Each party shall use at least the same degree of care to protect the other

party's Confidential Information as it uses to protect its own most highly confidential information, but in no circumstances less than a reasonable degree care.

- 5) **Compelled Disclosure.** If a receiving party is compelled by law, regulation or a court of competent jurisdiction to disclose any End User Confidential Information or Confidential Information of the other party, the receiving party will promptly notify the disclosing party so that the disclosing party may seek a protective order or other appropriate remedy. If disclosure is ultimately required, the receiving party shall furnish only that portion of the Confidential Information that is legally required, exercise reasonable efforts to obtain assurance that it will receive confidential treatment, and continue to treat such Confidential Information in accordance with its obligations under this Agreement.

7) SUPPORT

- 1) **End-User Support.** Licensee is at all times responsible for providing first level telephone and email support to End Users, and will advise End Users accordingly when they first register for use of the Licensor Services or Applications.
- 2) **Ongoing Support.** Ongoing support will be provided as follows:
 - a) Licensor shall be responsible for providing to Licensee all level two support. If the maintenance plan is in place, Licensor will maintain the Applications and apply Fixes to address errors reported by Licensee, or discovered by Licensor. Fixes will conform to the Service Level Specifications set forth in Appendix 3: Learning Management Service Level Agreement.
- 3) **System & Data Fixes.** In the event that a self-hosting Licensee encounters (i) errors or bugs in its data base that impact the operation of the data base (other than an error or bug attributable to the Applications), or (ii) End User problems attributable to errors in the particular End User's set-up or configuration of the Applications, Licensor will provide support at the agreed upon hourly rate in Appendix 1: General Considerations. Licensor is willing to repair the errors or problems described in accordance with a separate Statement of Work to be entered into between the parties for any such work which will set forth the scope of the work to be performed and the price to be paid by Licensee therefore in accordance with the rate schedule set forth in Appendix 1: General .
- 8) **RELEASE MANAGEMENT.** Until such time as Licensee exercises the Source Code Option, Licensor will make available to End Users through the Licensor Services Fixes, Enhancements and new versions of the Applications no less frequently than it releases those to its other clients, and for Applications containing an Enhancement(s), within thirty (30) days following Acceptance of such Enhancement(s). Licensor will update all Documentation for new versions of the Applications, and will communicate the changes to Licensee before each release. Once Licensee exercises the Source Code Option, in consideration of Licensee's payment of the Source Code License Fee, Licensor will make available to Licensee such new versions of the Application (including corresponding Source Code) in accordance with the same manner that it makes them available to its other customers.

9) **Fees and Payments License Fees.** See Section 4.0 Cost.

- 1) **Taxes.** All prices and payments in this Agreement are exclusive of all taxes, and Licensee agrees to pay all national, state and local sales, use, value added and other taxes, customs duties and similar tariffs and fees, imposed by any jurisdiction and based on this Agreement or arising due to Licensor's provision of Services hereunder or deliveries made directly related to the performance of this Agreement, other than taxes or other impositions levied on Licensor's revenue, income or corporate existence.

10) WARRANTY AND DISCLAIMER

- 1) **Licensor Warranties.** Licensor makes the following warranties to Licensee:
 - a) Licensee's exercise of the rights granted herein will not be subject to claims by any person or entity for fees, royalties or payments of any nature other than those to Licensor provided for in this Agreement. Licensee's use of the Licensor Services or the Applications will not infringe any third party patent, copyright, trademark or other intellectual property right, nor misappropriate any third party trade secret;
 - b) except as to the third party software incorporated in the Licensor Services or the Applications or licensed in conjunction with the Licensor Services or the Applications for which Licensor may grant the license to use and right to sublicense the use given herein, Licensor has good and indefeasible title to the Licensor Services or the Applications, Source Code and the Documentation, and all copyrights, trademarks, trade secrets, trade names and other intellectual property associated with the Licensor Services or the Applications free and clear of all encumbrances, liens, claims, foreclosures, judgments, court orders, contests, suits, charges, contracts or options to sell or security interests of any nature;
 - c) licensor has retained possession and protected from disclosure, or not disclosed to third parties without obligations of secrecy, any confidential portions of the Licensor Services or the Applications, Source Code and Documentation;
 - d) for so long as Licensor is hosting the Applications, that the Licensor Services shall operate on the Primary Data Center in conformity with the Documentation therefore, and the Applications;
 - e) for so long as Licensor is hosting the Applications, that the Applications and the Licensor Services shall perform (i) in accordance to and conform to the description of the Applications and the (ii) Licensor Services set forth in the Documentation and will conform to the requirements set forth in the Service Level Specifications;
 - f) that it shall perform the Services in a professional, good and workmanlike manner, using personnel with skill, training, education and experience necessary to provide the Services as warranted herein, and in any event in a manner consistent with industry standards;
 - g) that the Licensor Services and the Applications shall contain no known computer virus or other contaminants, including any codes, instructions or hard devices that are intended by Licensor to be used to access, modify,

- delete, damage or disable any central processing unit, network or server through which Licensee or the End User may access the Applications (collectively, "Viruses"); and
- h) that Licensor utilizes industry standard processes for assuring system security integrity and Virus detection for the Applications and Licensor Services.
- 2) **Remedies.** Upon Licensee's discovery of a breach of any warranty given above, Licensee shall so notify Licensor in writing. Licensor shall promptly thereafter repair the Applications or Licensor Services to the extent necessary to restore them to perform in accordance with the warranty given above, or to re-perform the nonconforming Services to the extent necessary to cause the Services to comply with the warranty given above.
- 3) **Mutual Warranties.** Each party represents and warrants to the other that it has the right, power and capacity to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. Each party represents and warrants to the other that it shall comply with all applicable federal, state, and local laws and regulations as of the Effective Date or that come into effect during the Term (including without limitation all laws anti-spam and privacy legislation and regulations) all in connection with the performance of its obligations and in connection with its provision of (i) in the case of Licensor, the Services; and (ii) in the case of Licensee, the Licensee Content and Licensee's use of the End User Data.
- 4) **DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, LICENSOR HEREBY DISCLAIMS ALL ADDITIONAL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE APPLICATIONS OR SERVICES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE.

11) INDEMNITY

- 1) **Mutual Indemnity.** Subject to Section 11.3, each party shall indemnify, defend and hold the other harmless from and against any and all claims, demands, losses, damages, costs, expenses and liabilities arising out of or related to its modification or misrepresentation in the marketing, use or provision of the other party's services (the Licensor Services or the Licensee Content as the case may be).
- 2) **Infringement Indemnity.** Subject to Section 11.3 below:
- a) Licensor shall defend, indemnify and hold harmless Licensee and its officers, directors, employees and agents (each an "Indemnified Party") from and against any claim brought against such Indemnified Party or any End User by a third party that the Applications or the access to or the use of Licensor Services by Licensee or an End User infringes a trademark, patent or copyright or misappropriates a trade secret of such third party, and shall pay all amounts finally awarded (including settlements entered into judgment) by a court of competent jurisdiction to the extent based upon such claim.
- b) Licensee shall defend and indemnify Licensor and its officers, directors, employees and agents (each an

"Indemnified Party") from and against any claim brought against such Indemnified Party by a third party that the Licensee Content, the Licensee Developed Extensions or any derivative works created from the Source Code after the Source Code License becomes effective infringe a trademark, patent or copyright or misappropriates a trade secret of such third party, and shall pay all amounts finally awarded (including settlements entered into judgment) by a court of competent jurisdiction to the extent based upon such claim.

- 3) **Procedure.** The Indemnified Party seeking indemnification under this Section shall: (i) promptly notify the other party ("Indemnitor") in writing of any claim, action, suit, or other proceeding brought by third parties for which it is seeking indemnification; (ii) provide Indemnitor with sole control of the defense and/or settlement thereof; and (iii) provide Indemnitor, at Indemnitor's request and expense, with reasonable assistance and full information with respect thereto. The Indemnified Party shall have the right to participate, at its own expense, with counsel of its own choosing in the defense and/or settlement of such claim, suit or proceeding. The indemnification obligations of the parties in this Section 11 shall not apply to amounts paid in settlement of any claim, suit or proceeding if such settlement is effected without the consent of Indemnitor, which consent shall not be unreasonably withheld or delayed.

12) TERM AND TERMINATION

- 1) **Term.** This Agreement shall continue in effect for 3 years commencing on the Effective Date.
- 2) **Renewal.** This agreement shall be automatically renewed at the end of the current term for a successive 2 year term unless either party gives written notice of its intention not to renew 60 days before expiration of the current term. Licensor shall notify Licensee of any changes in the terms of the Agreement at least 30 days prior to the notice period for renewal or termination, i.e., 60 days prior to the expiration of the then current term if the notice period is 30 days or 90 days prior to the expiration of the then current term if the notice period is 60 days.
- 3) **Termination for Insolvency.**
 - a) Either party may terminate this Agreement immediately if the other party (i) makes a general assignment for the benefit of creditors, (ii) is adjudicated bankrupt, (iii) files a voluntary petition for bankruptcy or reorganization, or has a petition filed against it for an adjudication in bankruptcy or reorganization and such petition is not dismissed within sixty (60) days, or (iv) applies for or permits the appointment of a receiver, trustee or custodian for any of its property or assets.
 - b) All rights and licenses granted to Licensee pursuant to this Agreement are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code, licenses to rights of "intellectual property" as defined thereunder. Notwithstanding any provision contained herein to the contrary, if Licensor is under any proceeding under the United States Bankruptcy Code, ii U.S.C. 101, et seq., and the trustee in bankruptcy of Licensor, or Licensor, as a debtor in possession, rightfully elects to reject this Agreement,

Licensee may, pursuant to 11 U.S.C. Section 365(n)(1) and (2), retain any and all of the rights granted to it hereunder, to the maximum extent permitted by law, otherwise subject to the terms of this Agreement.

- 4) **Effect of Termination.** Upon termination of this Agreement for any reason all rights and obligations of the parties shall cease, except that:
 - a) any payments owed, but not yet paid, shall be paid within thirty (30) of the Effective Date of termination;
 - b) Licensee will immediately discontinue use of the Applications, and shall return the Applications and Source Code to Licensor, and each party shall return or destroy all other Confidential Information of the other party.

13) LIMITATION OF LIABILITY

- 1) **Excluded Liabilities.** LICENSOR SHALL HAVE NO LIABILITY TO LICENSEE OR ANY END USER WITH RESPECT TO END-USER COMPUTER CONFIGURATIONS, END USER'S INTERNET CONNECTION, PERFORMANCE OF THE INTERNET, LOST PASSWORDS, MISCONFIGURATION BY END USERS, BROWSER COMPATIBILITY AND CONFIGURATIONS, FAILURE OF THE INTERNET OR OTHER "CYBER ATTACKS".
- 2) **Exclusion of Consequential Damages.** TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO, COST OF COVER, LOSS OF DATA, LOSS OF PROFITS, BUSINESS INTERRUPTION, ARISING OUT OF OR RELATED TO THIS AGREEMENT, NO MATTER HOW CAUSED AND ON ANY THEORY OF LIABILITY.
- 3) **Cap on Liability.** OTHER THAN FOR LIABILITY ARISING THROUGH OPERATION OF SECTION 11.2, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER IN ANY AMOUNT EXCEEDING THE FEES PAID OR PAYABLE BY LICENSEE TO LICENSOR DURING THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

14) MISCELLANEOUS

- 1) **Governing Law; Jurisdiction.** This Agreement shall be governed by the laws of the State of California, excluding its principles of conflict of laws.
- 2) **Entire Agreement.** This Agreement, together with all appendices constitutes the entire agreement between Licensor and Licensee with respect to the subject matter set forth herein. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein and therein. This Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such matter. For avoidance of doubt, the Prior Agreement is hereby terminated and is of no further force or effect.
- 3) **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and if no feasible interpretation will save such provision, it shall be severed from this Agreement, and the remaining provisions remain in full force and effect.
- 4) **Waiver.** No delay or omission by either party to exercise any right or power it has under this Agreement shall

impair or be construed as a waiver of such right or power. A waiver by either party of any breach by the other party shall not be construed to be a waiver of any succeeding breach or any other covenant by the other party. All waivers must be in writing and signed by the party waiving its rights.

- 5) **Assignment.** Neither party may assign this Agreement, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, except to an affiliate or in connection with a merger, sale of substantially all stock of such party or the assets to which this Agreement relates, or other corporate restructuring. Any attempted assignment of this Agreement in violation of this provision shall be void. Subject to the foregoing, this Agreement shall be binding on each party's successors and assigns.
- 6) **Independent Contractors.** The relationship of the parties under this Agreement shall be that of an independent contractors and nothing contained in this Agreement shall create or imply an agency or joint venture relationship between the parties.
- 7) **Notices.** Except as otherwise specified in the Agreement, all notices, required or permitted under this Agreement shall be in writing and shall be delivered or sent by (a) first class U.S. mail, registered or certified, return receipt requested, postage pre-paid; or (b) U.S. express mail, or other, similar overnight courier service to the address first specified above. Notices shall be deemed given on the day actually received by the party to whom the notice is addressed.
- 8) **Headings.** Headings in this Agreement are for reference purposes only and shall not affect the interpretation or meaning of this Agreement.
- 9) **Force Majeure.** Notwithstanding any provision contained in this Agreement, neither party shall be liable to the other for a delay in performance to the extent such delay is beyond the reasonable control of party, including without limitation, acts of God, wars or other civil disorder; strikes; natural disasters, failure of the Internet, other power or electrical failures, or other federal, state or municipal action; provided however, no event of force majeure shall be deemed to have occurred where such event could reasonably have been expected to have been avoided through the design, implementation and maintenance of an industry standard disaster recovery or business recovery plan. This clause shall not apply to the payment of any sums due under this Agreement by either party to the other.
- 10) **No Third Party Beneficiary.** The provisions of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than Licensor and Licensee (and their permitted assignees) any rights, remedies or other benefits under or by reason of this Agreement.
- 11) **Counterparts.** This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together constitute one and the same Agreement.

APPENDIX 3: LEARNING MANAGEMENT SERVICE LEVEL AGREEMENT

LEARNING MANAGEMENT SYSTEM SERVICE LEVEL AGREEMENT

This **Learning Management System Service Level Agreement** ("SLA") is a legal agreement between Capistrano Unified School District (CUSD) (the individual or single entity who has purchased this License) and Making Right Choices Squared, LLC ("MRC"). All rights not expressly granted herein are expressly reserved and retained by MRC.

In consideration of the mutual covenants herein, the parties hereby agree as follows:

1) Introduction to the Service Level Agreement

- a) **Purpose of the SLA.** The SLA identifies the services that MRC provides for an application system to insure that it is reliable, secure, and available to meet the needs of the business it supports. It is a working commitment between the application system owners and the information technology infrastructure provider (MRC). The SLA identifies customer expectations and defines the boundaries of the application's physical environment.
- b) **SLA Roles.** The roles necessary to support the implementation and management process of the SLA are defined below. These roles may change as the organization and processes evolve.
 - i) **Central Help Desk:** The Central Help Desk will assure the area can provide the level of support requested.
 - ii) **Project Manager:** The Project Manager will work together with system owner to define the service level needs and requirements. These requirements must consider security, backup, business continuation and performance expectations that can be supported by the operational areas. The Project Manager will assure the resources needed to provide the support required can be provided.
 - iii) **System Owner:** The system owner will make sure the application and level of service required meets the needs of the application.
- c) **Definitions**
 - i) **"Application Software"** Any software that provides a user interface or runs as a direct result of a user request, that delivers information or data to satisfy business requirements.
 - ii) **"Application System"** The end-to-end delivery of information and data, including all computerized processes and the hardware and software that are needed to satisfy business requirements.
 - iii) **"Full backup"** A complete backup of the operating system, application software, and associated data.
 - iv) **"Hardware"** Any physical component on which any part of an application system runs, including computers, peripheral devices, and networking components.

- v) **"Hot Backup for Data"** Hot backup can be either per machine or database. It is a backup that occurs when the machine or database is available for use.
- vi) **"Mission Critical Core Application Systems"** The designated mission critical core application systems are: all End User facing portals and scripts affecting the End User's ability to complete training and/or manage their curriculum, account and transcript. The only difference in mission critical systems and other applications is the time to recover and make the application operational again. For mission critical systems the goal is to have these applications operational in 24 hours. All non-mission critical applications will be operational as soon as possible after a major disaster.
- vii) **"Monitoring"** Anything that collects information about the operation of components of an application system. Includes monitoring a specific activity to ensure completion of the activity as well as collecting information over time to provide information about the use of hardware/software components.
- viii) **"Production Certification"** A process to certify the application is ready for installation in the production environment.
- ix) **"Production Status"** Any system that is being used by clients for administrative proposes and has been formally certified for production status as a result of the Production Certification process.
- x) **"Production Servers"** Any server that houses a system that is considered to be in production status.
- xi) **"Service Providers"** Staff who provide some service that supports the computing needs of an application system. Provision of service is not limited to MRC. Some application support services are provided by system owners, end users, and departmental computing support activities.
- xii) **"Security"** The physical standards, policies, and procedures that are used to protect applications and data from destruction or unauthorized access.
- xiii) **"Software"** Any software required to operate or maintain an application system, including hardware operating systems, device drivers, utilities, tools, batch jobs, vendor software, custom application code, etc.

2) Standard MRC Service Levels

a) Availability of Applications

- i) **Schedule.** The MRC standard is to provide all production application systems seven days a week 24 hours a day except for scheduled maintenance.
- ii) **Preventative Maintenance and Scheduled Application Unavailability.** Preventative maintenance for production servers is scheduled in advance in coordination with the system owner, and is not scheduled during the common usage hours. When maintenance is needed, this will normally be announced the Monday of the week that the maintenance will occur. Routine maintenance will be scheduled in advance to provide as much notice as possible to the end users. Maintenance activities that require downtime will generally be scheduled during the weekend. These downtimes are coordinated with all of the administrative areas to

assure no major business activities are impacted. The standard communication method is to contact the project manager and key administrative staff who have been identified to address these issues. The individuals contacted are responsible for notifying appropriate staff, communicating the impact of the situation, and the expected length of outage.

- iii) **Non-Scheduled Downtime.** Non-scheduled downtime is a result of an unforeseen system or application problem. The standard communication method will be used to contact the technical areas and key administrative staff as above.
- b) **Support Levels.** IT's data center is staffed at varying levels throughout the week, as follows:
 - i) **Prime Time Service** is provided Monday through Friday from 7:00 a.m. to 8:00 p.m. EST. IT staff are onsite and available to provide assistance in resolving reported problems immediately.
 - ii) **Limited Service** is provided Monday through Thursday from 5:00 p.m. to 8:00 a.m. EST the following morning, and Friday from 5:00 p.m. through Saturday 9:00 p.m. IT staff are on call to address production problems.
 - iii) **Unattended Operations** is provided from 9:00 p.m. Saturday through 8:00 a.m. Monday. IT not staffed during this time. If a production server becomes inoperable, on-call staff will be automatically paged, and IT's commitment to have the problem corrected before prime time service commences at 8:00 a.m. on Monday. Other non-production server or application problems will be addressed during the next prime time service period.
- c) **Reliability Objectives.** Reliability is the percentage of time an application is actually available during a scheduled period of time. In a distributed computing environment, all of the relevant components (server machines, databases, networks, workstations, etc.) must be functioning correctly for the entire application to be fully available. The annual objective for application availability during Prime Time Service is 99.9%, and 97% during Limited Service.
- d) **Problem Reporting and Resolution.** All problems should be reported to MRC by phone at 1-801-687-3548 or by email to MRCLMS@makingrightchoices.com. Receipt of a phone call or email will initiate the resolution process.
 - i) **Escalation.** A problem report may be escalated in one of the following two ways.
 - (1) The IT staff working on the issue may recognize that additional resources may be necessary in order to ensure that the problem is corrected within the terms of this SLA.
 - (2) If the system owner should determine that problem report is not being addressed in the appropriate manner, or in accordance with this SLA.

If it is determined that a problem report requires escalation, the problem report will be escalated (either by MRC IT staff or the system owner) to the project manager. The project manager will ensure that whatever additional services/staff are required to solve the problem are allocated, with the goal of correcting the problem in accordance with this agreement.

- e) **Performance.** Application performance involves many variables such as the traffic on the networks and subnets, workstation capacity, and the type of request being processed. For web or remotely accessed applications, modem speeds, Internet Service Providers, and external communication lines all have an impact on application performance. Since these items are not supported directly by MRC, no guarantees can be made for performance levels for such distributed applications. Activities and systems within our span of control are constantly monitored for performance.
- f) **Backup and Recovery.** Data backups are performed on a routine basis. The purpose of these backups is to be able to recover data in case of hardware or software failure. The time required to recover data depends on the specific nature of the problem. The MRC system, training content and database are backed up on a nightly basis. The database is also backed up offsite nightly as well. In the event of a catastrophic or environmental failures, the MRC system can be installed, configured and up and running in a completely new/fresh environment within 48 hours. At no point will more than 24 hours of training data be lost.

Bid Summary

Minimum Trip charge	<u>\$ 50 (includes the first 5 miles)</u>
Cost per mile	<u>\$ 2.75 (after the first 5 miles)</u>
Waiting time – meter charge	<u>\$ 50.00 per hour (billed in 15 min. increments after the first 15 min.)</u>
Charge for cancelled trip	<u>\$ Full Price if no prior notice is given by the district and the driver is dispatched.</u>
Lead time to schedule	<u>\$ 0. ALC requests 72 hour notice to add students to a route. We will do our best to accommodate shorter requests and most requests are usually able to be fulfilled within 24 hours.</u>

Unit Prices

TYPE OF TRANSPORT	ORIGINATOR FEE	LABOR	MILEAGE
Up to 3 passengers	<u>\$ 35.00</u> Fixed	<u>\$ 0.00</u> Per Hour	<u>\$ 2.75 (after first 5 miles)</u> Per Mile
Up to 7 passengers	<u>\$ 35.00</u> Fixed	<u>\$ 0.00</u> Per Hour	<u>\$ 2.75 (after first 5 miles)</u> Per Mile
Up to 3 passengers Wheelchair capable van	<u>\$ 55.00</u> Fixed	<u>\$ 0.00</u> Per Hour	<u>\$ 2.75 (after first 5 miles)</u> Per Mile
Up to 7 passengers Wheelchair capable van	<u>\$ 55.00</u> Fixed	<u>\$ 0.00</u> Per Hour	<u>\$ 2.75 (after first 5 miles)</u> Per Mile

V. BID FORM AND AGREEMENT

A. Pursuant to the DISTRICT'S "Notice To Bidders - Invitation For Bids" and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete contract, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform within the time stipulated in the contract and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner in connection with the following:

Project: **OUTSOURCE TRANSPORTATION SERVICE**

Bid No.: **1415-02**

all in strict conformity with the Project Documents, including Addenda Nos. ____, ____,
____ and _____, on file at the office of the Purchasing Department of said DISTRICT.

Please provide an attachment to your bid for any of the following items that require additional information:

SEE SUBMITTED BID DOCUMENTS FOR ITEMS 1-9

1. Experience and references, at least three.
2. The number of drivers/vehicles in your employ and the types of service you provide.
3. The number of wheelchair accessible vehicles available for use by the DISTRICT.
4. Number of car seats available for use by the DISTRICT.
5. Please indicate if you have a GPS tracking system available to locate drivers and vehicles at any given time and if this system will be available for use by the DISTRICT. Include a complete description of this system and include any extra charge you will assess for this service provision.
6. Provide a description of your emergency notification/calling capability.
7. Will you be able to provide driver consistency?

Yes No
8. Will you have the ability to route and consolidate students to reduce drive time?
Provide description of methodology.

Yes No

9. If two or more students are consolidated in a single vehicle for a trip, what is the method of calculating the per-pupil trip cost?

In this scenario, will the single trip cost be divided between the students riding together for the period they are sharing the vehicle?

10. Minimum Trip charge \$ 50 (includes the first 5 miles)
11. Cost per mile \$ 2.75 (after the first 5 miles)
12. Waiting time – meter charge \$ 50.00 per hour (billed in 15 min. increments after the first 15 min.)
13. Charge for cancelled trip \$ Full Price if no prior notice is given by the district and the driver is dispatched.
14. Lead time to schedule \$ 0. ALC requests 72 hour notice to add students to a route. We will do our best to accommodate shorter requests and most requests are usually able to be fulfilled within 24 hours.

Unit Prices

TYPE OF TRANSPORT	ORIGINATOR FEE	LABOR	MILEAGE
Up to 3 passengers	<u>\$ 35.00</u> Fixed	<u>\$ 0.00</u> Per Hour	<u>\$ 2.75 (after first 5 miles)</u> Per Mile
Up to 7 passengers	<u>\$ 35.00</u> Fixed	<u>\$ 0.00</u> Per Hour	<u>\$ 2.75 (after first 5 miles)</u> Per Mile
Up to 3 passengers Wheelchair capable van	<u>\$ 55.00</u> Fixed	<u>\$ 0.00</u> Per Hour	<u>\$ 2.75 (after first 5 miles)</u> Per Mile
Up to 7 passengers Wheelchair capable van	<u>\$ 55.00</u> Fixed	<u>\$ 0.00</u> Per Hour	<u>\$ 2.75 (after first 5 miles)</u> Per Mile

- B. It is understood that the DISTRICT reserves the right to reject this bid and this bid shall remain open and not be withdrawn for the period specified in the Notice To Bidders - Invitation For Bids.
- C. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Business &

Professions Code §16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the DISTRICT pursuant to this bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment.

- D. If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of _____ and that _____ whose title is _____ authorized to act for and bind the corporation.
- E. It is understood and agreed that if, requested by the DISTRICT, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.
- F. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.
- G. The undersigned will grant the DISTRICT the option to extend any contract awarded hereunder for a period of one or two years from date of expiration, under the same prices, terms, conditions, etc., contained herein. Options granted will not be considered as a factor in awarding a contract. Bidder should note any exceptions.

Extension option for one year: X option granted ___option not granted

Extension option for a second year: X option granted ___option not granted

- H. The Bidder attests to having read and understands all documents contained and referenced in this bid.
- I. I, _____ the _____ (title) of the Bidder hereby certify under penalty of perjury under the laws of the State of California that all the information submitted by the Bidder in connection with this bid and all the representations herein made are true and correct.

COMPANY

Name: _____

Signed by: _____

Date: _____

Business Address: _____

PARTNERSHIP

Name: Craig Puckett

Signed by: _____ Partner

Date: _____

Business Address: 520 W. Dyer Rd

Santa Ana, CA 92707

Other Partners: _____

CORPORATION

Name: _____

(a _____ Corporation*)

Business Address: _____

Signed by: _____, President**,

Dated: _____

*A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and Bonds is duly authorized to do so.

** Or local official empowered to bind the Corporation.

JOINT VENTURE

Name: _____

Signed by: _____, Joint Venturer

Date: _____

Business Address: _____

Other Parties to Joint Venture:

If an individual: _____
(Signed)

Doing Business as: _____;

If a Partnership: _____

Signed by: _____, Partner

If a Corporation: _____

(a _____ Corporation)

By: _____ Date: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed including all contract documents as indicated and required

CONTRACT DOCUMENTS:

1. _____ Bid Form and Agreement
2. _____ Information Required of Bidder
3. _____ Contractor's Certificate Regarding Workers' Compensation
4. _____ Noncollusion Declaration
5. _____ Drug-Free Workplace Certification
6. _____ Certification by Contractor Criminal Records Check
7. _____ Tobacco Use Policy
8. _____ Conflict of Interest
9. _____ Contractor's Certificate Regarding Workers' Compensation
10. _____ Certificate Of Liability Insurance
11. _____ W-9 Form

CONTRACT TERM

The terms of this base contract is for one year beginning July 1, 2014, through June 30, 2015, with two (2) one-year renewal terms at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

Annual cost of service requested by District and provided by Vendor under this contract shall not exceed \$200,000. This amount may be increased by mutual written agreement of both parties and Board approved.

AGREEMENT ACCEPTED BY DISTRICT

Signed by: _____

Print Name: Terry Fluent

Title: Director, Purchasing

Date: June 12, 2014

Bid No. 1415-02

Bid Summary

Discount Percentage

CONDUIT 10%

4,000	Galvanized	73.5%
5,000	EMT	78.5%
10,000	PVC 40	46.2%
1,000	Flex (Aluminum)	53.7%
5,000	Sealtite	61.1%

FITTINGS 10%

800	Galvanized	51.8%
800	EMT	77.6%
800	PVC 40	72.6%
1,000	Sealtite	47.0%
100	Channel Fittings	62.0%

WIRE 30%

50,000	THHN (copper)	64.4%
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BOXES 5%

100	Steel	83.2%
100	Screwdriver and Raintite Enclosures	34.4%

WIRING DEVICES 10%

25,000	Commercial	56.4%
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DISTRIBUTION EQUIPMENT 5%

6	Metering	79.0%
5	Panels	79.0%
75	Breakers	53.1%

MISCELLANEOUS 30%

500	Fuses	58.0%
Each	Lamps	83.1%
Each	Ballasts	75.2%

IV. BID FORM

- A. Pursuant to the DISTRICT'S "Notice Calling for Bids" and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the bid documents, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform within the time stipulated in the contract and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner in connection with the following:

ELECTRIC SUPPLIES AND MATERIALS BID NO. 1415-03

all in strict conformity with the Project Documents, including Addenda Nos. ____, ____,
____ and ____, on file at the office of the Purchasing Department of said DISTRICT.

BID PRICE SHEET

For bidding purposes only, the following categories of items and usage quantities are listed.

The purpose of this bid is to establish a discount percentage for electrical supplies and materials ordered by the District from the contractors using the **Electrical Distributors Price Directory (distributed by Trade Service Corporation)** as a basis for the discount offered. Bidder shall use the end column (least price) and offer a percentage discount to be deducted from that column price. Items not listed will be sold to the District using the Bidder's most-favored contractor pricing. This most-favored status (percentage of discount from end column pricing) will be subject to review and audit by the District to ensure most-favored status.

All discounts that are bid must remain firm for the term of the contract. There will be no line exceptions. If any exceptions are bid, that entire bid will be non-responsive.

Note: Successful bid to be determined by the following weighted percentage listed for each category based upon projected district usage:

Discount Percentage

CONDUIT 10%

4,000	Galvanized	73.5 %
5,000	EMT	79.5 %
10,000	PVC 40	46.2 %
1,000	Flex (Aluminum)	53.7 %
5,000	Sealtite	61.1 %

FITTINGS 10%

800	Galvanized	51.8 %
800	EMT	77.6 %
800	PVC 40	72.6 %
1,000	Sealtite	47.0 %
100	Channel Fittings	62.0 %

WIRE 30%

50,000	THHN (copper)	64.4 %
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BOXES 5%

100	Steel	83.2 %
100	Screwdriver and Raintite Enclosures	34.4 %

WIRING DEVICES 10%

25,000	Commercial	56.4 %
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DISTRIBUTION EQUIPMENT 5%

6	Metering	79.0 %
5	Panels	79.0 %
75	Breakers	53.1 %

MISCELLANEOUS 30%

500	Fuses	58.0 %
Each	Lamps	83.1 %
Each	Ballasts	75.2 %

- B. It is understood that the DISTRICT reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice Calling For Bids.
- C. Bidder agrees to complete the order within **five (5)** days after receipt of order unless the items are Special Order in which the District is to be notified immediately.
- D. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the DISTRICT pursuant to this bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment.
- E. If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of CA, and that Erik Klipfel

whose title is Manager authorized to act for and bind the corporation.

F. It is understood and agreed that if, requested by the DISTRICT, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.

G. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.

H. **Indicate below if the undersigned will allow other public agencies in the State of California to purchase equipment, materials and supplies under the same terms and conditions:**

☒ **Yes, other public agencies may purchase from this Bid.**

☐ **No, other public agencies may not purchase from this Bid.**

I. The undersigned grants the DISTRICT the option to extend any contract awarded hereunder, under the same prices, terms, and conditions contained herein. Options granted will not be considered as a factor in awarding a contract. Bidder should note any exceptions.

Extension option for one year: ☒ option granted ☐ ~~option not granted~~

Extension option for a second year: ☒ option granted ☐ ~~option not granted~~

J. The Bidder has read and fully understands all documents contained and referenced in this bid.

K. I, Erik Klipfel, the Mgr (title) of the Bidder hereby certify under penalty of perjury under the laws of the State of California that all the information submitted by the Bidder in connection with this bid and all the representations herein made are true and correct. The Bidder agrees to comply with all terms and conditions in the bid documents.

COMPANY

Name of Company: CED (Consolidated Electrical Dist.), Inc.

Signed by: [Signature]

Print Name: Erik Klipfel

Date: April 15, 2014

COMPANY NAME CED

Business Address: 446 Calle De Los Molinos
San Clemente, CA 92672

PARTNERSHIP

Name of Partnership: _____

Signed by: _____ Partner

Print Name: _____

Date: _____

Business Address: _____

Other Partners: _____

CORPORATION

Name of Corporation: _____

(a _____ Corporation*)

Business Address: _____

Signed by: _____, President**,

Print Name: _____

Date: _____

* A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement is duly authorized to do so.

** Or local official empowered to bind the Corporation.

JOINT VENTURE

Name of Joint Venture: _____

Signed by: _____, Joint Venturer

Print Name: _____

Date: _____

Business Address: _____

Other Parties to Joint Venture:

If an individual: _____

(Signed)

Print Name: _____

Doing Business as: _____;

Date: _____

If a Partnership: _____

Signed by: _____, Partner

Print Name: _____

Date: _____

If a Corporation: _____

(a _____ Corporation)

Signed by: _____

Print Name: _____

Date: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed including all contract documents as indicated and re required to be submitted with this bid:

CONTRACT DOCUMENTS:

1. _____ Bid Form and Agreement
2. _____ Information Required of Bidder
3. _____ Certification – Participation of Disabled Veteran Business Enterprise
4. _____ Noncollusion Declaration
5. _____ Drug-Free Workplace Certification
6. _____ Certification by Contractor Criminal Records Check
7. _____ Tobacco Use Policy
8. _____ Conflict of Interest
9. _____ Contractor's Certificate Regarding Workers' Compensation
10. _____ Certificate Of Liability Insurance
11. _____ W-9 Form

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed including all contract documents as indicated and required

CONTRACT TERM

The terms of this base contract is for one year beginning July 1, 2014, through June 30, 2015, with two (2) one-year renewal terms at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

Annual cost of products requested by District and provided by Vendor under this contract shall not exceed \$125,000. This amount may be increased by mutual written agreement of both parties and Board approved.

AGREEMENT ACCEPTED BY DISTRICT

Signed by: _____

Print Name: Terry Fluent

Title: Director, Purchasing

Date: June 11, 2014

Capistrano Unified School District

General Contractor Services

Bid No. 1415-04

Bid Summary

Job Scenario #1: Wall Repair

			Contractor: AJ Fistes Corporation		Contractor: G.A. Dominguez	
Bid Item #	Description	Unit of Measure	Bid Price	Extended Price	Bid Price	Extended Price
1	Carpenter, Journeyperson	6 hours Straight Time	\$ 71.61	\$ 429.66	\$ 116.46	\$ 698.76
1	Carpenter, Journeyperson	2 hours Sunday/Holiday	\$ 143.72	\$ 287.44	\$ 202.25	\$ 404.50
25	Carpenter, Apprentice - 30% or greater	6 hours Straight Time	\$ 49.71	\$ 298.26	\$ 53.98	\$ 323.88
25	Carpenter, Apprentice - 30% or greater	2 hours Sunday/Holiday	\$ 86.97	\$ 173.94	\$ 109.97	\$ 219.94
6	Drywall Installer, Journeyperson	8 hours Straight Time	\$ 71.61	\$ 572.88	\$ 163.63	\$ 1,309.04
6	Drywall Installer, Journeyperson	2 hours Sunday/Holiday	\$ 143.22	\$ 286.44	\$ 320.25	\$ 640.50
26	Drywall Installer, Apprentice - 30% or greater	4 hours Straight Time	\$ 49.93	\$ 199.72	\$ 114.54	\$ 458.16
26	Drywall Installer, Apprentice - 30% or greater	2 hours Sunday/Holiday	\$ 87.19	\$ 174.38	\$ 224.18	\$ 448.36
9	Tape/Texture Applier, Journeyperson	8 hours Straight Time	\$ 67.54	\$ 540.32	\$ 147.00	\$ 1,176.00
11	Acoustical/T-bar Installer, Journeyperson	4 hours Straight Time	\$ 71.61	\$ 286.44	\$ 113.02	\$ 452.08
20	Truck (transfer/roll-off)	1 load Straight Time	\$ 195.00	\$ 195.00	\$ 337.50	\$ 337.50
5	Laborer for No. 1-4	6 hours Straight Time	\$ 63.77	\$ 382.62	\$ 109.60	\$ 657.60
	Total Price		\$ 1,101.88	\$ 3,827.10	\$ 2,012.28	\$ 7,126.32

Capistrano Unified School District

General Contractor Services

Bid No. 1415-04

Bid Summary

Job Scenario #2: Stucco/Masonry/Cement Repair				Contractor: AJ Fistes Corporation		Contractor: G.A. Dominguez	
Bid Item #	Description	Unit of Measure		Bid Price	Extended Price	Bid Price	Extended Price
7	Plaster, Journeyperson	8 hours Straight Time		\$ 67.49	\$ 539.92	\$ 152.25	\$ 1,218.00
7	Plaster, Journeyperson	2 hours Overtime		\$ 93.03	\$ 186.06	\$ 308.88	\$ 617.76
8	Lather, Journeyperson	4 hours Straight Time		\$ 71.61	\$ 286.44	\$ 163.63	\$ 654.52
12	Laborer for No. 6-11	5 hours Straight Time		\$ 63.27	\$ 316.35	\$ 109.60	\$ 548.00
14	Stonemason, Journeyperson	16 hours Straight Time		\$ 69.64	\$ 1,114.24	\$ 110.70	\$ 1,771.20
15	Cement Finisher, Journeyperson	4 hours Straight Time		\$ 69.64	\$ 278.56	\$ 89.96	\$ 359.84
16	Cement Mason, Journeyperson	6 hours Straight Time		\$ 69.64	\$ 417.84	\$ 116.48	\$ 698.88
30	Cement Mason, Apprentice - 30% or greater	6 hours Straight Time		\$ 40.58	\$ 243.48	\$ 38.83	\$ 232.98
19	Truck (end dump/low bed)	2 loads Overtime		\$ 292.50	\$ 585.00	\$ 337.50	\$ 675.00
36	Concrete Saw Cutting - per hour	2 hours Straight Time		\$ 68.38	\$ 136.76	\$ 306.25	\$ 612.50
33	Manual Grading - per cubic yard	12 cubic yards Overtime		\$ 2.45	\$ 29.40	\$ 145.78	\$ 1,749.36
35	Concrete Removal - per cubic yard	6 cubic yards Straight Time		\$ 18.80	\$ 112.80	\$ 395.50	\$ 2,373.00
	Total Price			\$ 927.03	\$ 4,246.85	\$ 2,275.36	\$ 11,511.04
TOTAL EXTENDED PRICE					\$ 8,073.95		\$ 18,637.36

XIV. AGREEMENT

THIS AGREEMENT, dated June 12, 2014, in the County of Orange, State of California, is by and between Capistrano Unified School District, (hereinafter referred to as "DISTRICT"), and AJ Fistes, Corporation, (hereinafter referred to as "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as **BID NO. 1415-04, GENERAL CONTRACTOR SERVICES** according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Drug-Free Workplace Certification, Criminal Records Check Certification, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum as specified in attached bid price sheet.

4. The work shall be commenced on or before the seventh (7th) day after receiving the DISTRICT'S Notice to Proceed and shall be completed within **thirty (30)** consecutive calendar days from the date specified in the Notice to Proceed. The initial term of this agreement will be for one year, with two (2) one year renewal periods, at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of **two hundred dollars (\$200.00)** for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 63 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 63 of the General Conditions.

6. **Termination for Cause or Nonappropriation.** In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a nonappropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

Termination for Convenience. DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT'S convenience, CONTRACTOR shall:

- (i) Cease operations as directed by DISTRICT in the notice;
- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT'S convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

7. The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property 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 work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

(b) Any injury to or death of any person(s) or damage, loss or theft 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 work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract,

The CONTRACTOR, at CONTRACTOR'S own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. Hold Harmless and Indemnification. To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR'S sole cost and expense, agrees to fully defend, indemnify and hold harmless, the DISTRICT including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Project Documents;

- (f) any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or
- (g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT'S interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

9. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

Public Liability Insurance for injuries
including accidental death, to any one
person in an amount not less than **\$2,000,000.00**

and

Subject to the same limit for each
person on account of one accident,
in an amount not less than **\$2,000,000.00**

Property Damage Insurance
in an amount not less than **\$2,000,000.00**

Course of Construction
Insurance without exclusion
or limitation in an
amount not less than **\$1,000,000.00**

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above
Material hoist where used in amounts as above

10. Escrow Account: N/

11. Labor Compliance Program: N/A

12. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of _____, and that _____, whose title is _____, is authorized to act for and bind the corporation.

13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed including all contract documents as indicated and required to be submitted with this bid:

CONTRACT DOCUMENTS:

1. _____ Bid Bond
2. _____ Bid Form
3. _____ Designation of Subcontractors
4. _____ Information Required of Bidder
5. _____ Contractor's Certificate Regarding Workers' Compensation
6. _____ Certification – Participation of Disabled Veteran Business Enterprise
7. _____ Noncollusion Declaration
8. _____ Faithful Performance Bond
9. _____ Payment Bond
10. _____ Agreement
11. _____ Drug-Free Workplace Certification
12. _____ Certification by Contractor Criminal Records Check
13. _____ Contractor's Certificate Non-Asbestos Containing Materials
14. _____ Tobacco Use Policy
15. _____ Conflict of Interest
16. _____ Compliance With Safety Regulations
17. _____ Certificate Of Liability Insurance
18. _____ W-9 Form

CONTRACT TERM

The terms of this base contract is for one year beginning July 1, 2014, through June 30, 2015, with two (2) one-year renewal terms at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

Annual cost of services requested by District and provided by Vendor under this contract shall not exceed \$250,000. This amount may be increased by mutual written agreement of both parties and Board approved.

DISTRICT

By: _____
Signature

Terry Fluent
Print Name

Director, Purchasing
Title

CONTRACTOR

By: _____
Signature

Print Name

Title

Contractor's License No.

Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,
if _____ corporation)

VI. BID FORM

Name of Bidder: AJ Fistes Corporation

To: Capistrano Unified School District, acting by and through its Governing Board, herein called the "DISTRICT."

1. The undersigned Bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors Form, Information Required of Bidder, all prequalification forms pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, all insurance requirements, Guarantee forms, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Compliance With Safety Regulations, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions and Supplemental Conditions, if any, Special Conditions, if any, specifications, and all modifications, addenda and amendments, if any (hereinafter Project Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Project Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

Bid No. 1415-04

GENERAL CONTRACTOR SERVICES

All in strict conformity with the Project documents, including Addenda Nos. _____, _____, _____, and _____ on file at the office of the Purchasing Department of said DISTRICT.

BID PRICE SHEET

- All pricing herein to include all materials, labor, standard tools, supplies, equipment, applicable delivery, mileage, taxes, insurance, and all miscellaneous costs normally required to complete the job.
- **Note: Bid prices for labor may not be lower than the applicable Prevailing Wage for the specified work. See General Conditions – Prevailing Wage Rates.**
- Bidders must complete all items, or the bid submitted may be declared non-responsive.
- Low bid to be determined by select line items representing the most common District projects at a weighted percentage.
- **Award for base bid will be determined by select line items representing the most common District projects at a weighted percentage; job scenarios to be provided at bid opening.**

Item#	Description	Hourly	Overtime	Sunday/Holiday
	Foreman	75.85	113.77	151.70
	Journey person	Hourly	Overtime	Sunday/Holiday
1.	Carpenter	71.61	107.41	143.22
2.	Cabinet Installer	71.61	107.41	143.22
3.	Hardwood Floor Installer	71.61	107.41	143.22
4.	Fence Builder	66.18	93.09	119.99
5.	Laborer for No. 1 – 4	63.27	86.78	110.30
	Journey person	Hourly	Overtime	Sun./Holiday
6.	Drywall Installer	71.61	107.41	143.22
7.	Plasterer	67.49	93.03	118.58
8.	Lather	71.61	107.41	143.22
9.	Tape/Texture Applier	67.54	93.79	120.03
10.	Insulation Installer	71.61	107.41	143.22
11.	Acoustical/T-bar Installer	71.61	107.41	143.22
12.	Laborer for No. 6 – 11	63.27	86.78	110.30
	Journey person	Hourly	Overtime	Sun./Holiday
13.	Bricklayer/Block Layer	69.64	95.70	121.76
14.	Stonemason	69.64	95.70	121.76
15.	Cement Finisher	69.64	95.70	121.76
16.	Cement Mason	69.64	95.70	121.76
17.	Tile Setter	65.83	90.16	114.49
18.	Laborer for No. 13 – 16	63.27	86.78	110.30
	Tile Helper for No. 17	45.29	61.74	78.19

	Hauling	Per Load	Per Load, Overtime	Per Load, Sun./Holiday
19.	Truck (end dump/low bed)	195	242.50	340
20.	Truck (transfer/roll-off)	195	242.50	340
	Heavy Equipment	Hourly	Overtime	Sun./Holiday
21.	Bobcat, with operator	23.87	35.80	47.75
22.	Skip loader, with operator	163.75	245.62	327.50
23.	Backhoe, with operator	54.62	81.94	109.24
	Apprentice – 30% or greater			
24.	Bricklayer/Block Layer	40.53	53.28	65.97
25.	Carpenter	41.71	68.34	86.97
26.	Drywall Installer	41.93	66.56	87.19
	Apprentice – 30% or greater			
27.	Plasterer	43.45	65.23	81.51
26.	Lather	44.93	68.56	87.19
29.	Tape and Texture Applier	37.53	50.77	64.01
30.	Cement Mason	40.53	53.28	65.97
31.	Tile Setter	43.40	54.51	73.63

NOTE: All apprentices must be 30% or greater.

	Miscellaneous	Cost
32.	Backfill and Compaction – per cubic yard	43.34
33.	Manual Grading – per cubic yard	2.45
34.	Tractor Grading – per cubic yard	1.90
35.	Concrete Removal – per cubic yard	18.80
36.	Concrete Saw Cutting – per hour	68.38

Each individual bid term shall be determined from visiting the work site, reviewing the drawings and specifications and all portions of the Project Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, all as per the requirements of the Project Documents, whether or not expressly listed or designated.

2. It is understood that the DISTRICT reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that

this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The required bid security is attached.
4. The required list(s) of proposed subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) is complete and in compliance with the Subletting and Subcontracting Fair Practices Act. Public Contract Code Sections 4100, et seq.

5. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT the Faithful Performance Bond and a separate Payment Bond as specified, and certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, within **five (5)** working days of the notice of award of the contract, or as otherwise requested in writing by the DISTRICT. It is understood that should bidder fail or refuse to return these documents as required by the DISTRICT, the bid security shall be forfeited to the DISTRICT. The bidder further agrees that the work shall be commenced by the bidder, if awarded the contract, on or before the **seventh (7th)** day after receiving the DISTRICT'S Notice to Proceed, and shall be completed by the bidder in the time specified by the DISTRICT.

6. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder at the address stated below.

7. The name(s) of all persons interested in the bid as principals are as follows:

Anasthasios Fistes President
Niki Fistes Secretary/Treasurer
Jacob Fistes Vice President

8. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4452).

9. The undersigned hereby warrants that the bidder has an appropriate license, License No. 124351, Class A/C at the time of the bid opening, that such license entitles bidder to provide the work, that such license will be in full force and effect throughout the duration of performance of this Project. Bidder shall be nonresponsive if the Bidder is not

licensed as required by the DISTRICT at the time of the bid opening. Any and all subcontractors to be employed by the undersigned shall have appropriate licenses at the time of the bid opening.

10. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

11. It is understood and agreed that if requested by the DISTRICT the bidder shall furnish a notarized financial statement, references, and other information required by the DISTRICT sufficiently comprehensive to permit an appraisal of bidder's ability to perform the Project.

12. The undersigned hereby warrants that all work shall be completed within the time specified in the purchase order or Notice to Proceed. Time is of the essence. The undersigned agrees that failure to complete the work within the time set forth herein will result in the imposition of liquidated damages for each consecutive calendar day of delay in the amount of **two hundred dollars (\$200.00)** (Government Code Section 53069.85)

13. The required noncollusion affidavit properly notarized is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed affidavit will render the bidder automatically nonresponsive.

14. It is understood and agreed that all change order requests must be submitted in the form set forth in the Project Documents and pursuant to Article 59 of the General Conditions. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed under Article 59 of the General Conditions. Indirect, consequential and incidental costs, project management costs, extended home office and field office overhead, administrative costs and profit and other charges not specifically authorized under Article 59 of the General Conditions will not be allowed.

15. The Information Required of Bidder form has been fully completed and is attached hereto.

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Individual Name NA
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____
Telephone: _____

Partnership Name: NA
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____
Telephone: _____
Other Partner(s): _____

Corporation Name: AJ Fistes Corporation
(a _____ Corporation)
Business Address: 2214 Atlantic Ave.
Long Beach CA 90806
Telephone: 562-484-7230
Signed by: [Signature], President, Date: 05-06-2014
Print Name: ANASTASIOS FISTES, President
Signed by: Niki Fistes, Secretary, Date: 05-06-2014
Print Name: NIKI FISTES, Secretary
[Seal]

¹ A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

Joint Venturer

Name: N/A

Signed by: _____, Joint Venturer

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Parties to
Joint Venture:

If an individual: N/A (Name)

Signed by: _____

Print Name: _____

Date: _____

Doing Business as: _____;

Business Address: _____

Telephone: _____

If a Partnership: N/A (Name)

Signed by: _____, Partner

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

If a Corporation: N/A (a _____ Corporation)

Signed By: _____ Date: _____

Print Name: _____

Title: _____

Date: _____

Business Address: _____

Telephone: _____

AMENDMENT ONE
TO THE CLIENT AGREEMENT FOR DIGITAL CURRICULUM SOLUTIONS BETWEEN
APEX LEARNING INC. AND CAPISTRANO UNIFIED SCHOOL DISTRICT

This amendment effective on execution by both parties ("**Amendment One**") shall serve to amend the Client Agreement for Apex Learning Digital Curriculum Solutions with the Effective Date of April 23, 2014 (the "**Agreement**") between Apex Learning Inc., a Washington corporation, with its principal place of business at 1215 Fourth Avenue, Suite 1500, Seattle, WA 98161 ("**Apex Learning**") and Capistrano Unified School District, with its principal place of business at 33122 Valle Road, San Juan Capistrano, CA 92675-4853 ("**Client**").

Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement. Other than the modifications provided below, the terms and conditions of the Agreement remain unchanged and in full force and effect. In consideration of the covenants and conditions set forth in this Amendment One and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

A. Modification of Agreement Term: The Term as defined in Section 9.1 of the Agreement is changed to June 23, 2014 through June 30, 2018.

B. Modification of Access to Apex Curriculum:

- i. Access to the Apex Curriculum under Section 2.1 of the Agreement will commence on June 23, 2014.
- ii. The period of access to the Apex Curriculum as stated in Exhibit A, Section 1 of the Agreement for (a) Unlimited Enrollment Subscriptions, (b) CAHSEE Exam Prep Subscriptions, and (c) Tutorials Subscriptions is changed to June 23, 2014 through June 30, 2018. Accordingly, the periods of access for additional subscriptions are changed to (a) June 23, 2014 through June 30, 2015, (b) July 1, 2015 through June 30, 2016, (c) July 1, 2016 through June 30, 2017, and (d) July 1, 2017 through June 30, 2018, respectively.
- iii. The revised period of access stated in Section B.ii overlaps with Client's previous purchase of access to Apex Courses under the Client Agreement for Apex Learning Digital Curriculum Solutions effective December 1, 2011. Therefore, for the period June 23, 2014 through August 31, 2014 the maximum number of Unlimited Enrollment Subscriptions to Apex Learning Comprehensive Courses is 2,800 and the maximum number of CAHSEE Exam Prep Subscriptions is 145.

C. Payment Schedule: The Payment Schedule under Exhibit B of the Agreement is deleted in its entirety and replaced with the following Payment Schedule:

- Apex Learning will invoice Client in the amount of \$121,000.00 on July 1, 2014.
- Apex Learning will invoice Client in the amount of \$121,000.00 on July 1, 2015.
- Apex Learning will invoice Client in the amount of \$121,000.00 on July 1, 2016.
- Apex Learning will invoice Client in the amount of \$121,000.00 on July 3, 2017.
- Apex Learning will invoice Client for any Professional Services purchased following delivery of such services.
- Apex Learning will invoice Client for any Books purchased upon shipment of such Books.

Agreed.

Apex Learning Inc.

By: _____

Print Name: Cheryl Vedoe

Title: CEO

Date: _____

Capistrano Unified School District

By: _____

Print Name: _____

Title: _____

Date: _____

CLIENT AGREEMENT
for
APEX LEARNING DIGITAL CURRICULUM SOLUTIONS

This Client Agreement for Apex Learning Digital Curriculum Solutions ("Agreement") is effective on April 23, 2014 ("Effective Date") and is made by and between Apex Learning Inc., a Washington corporation with its principal place of business at 1215 Fourth Avenue, Suite 1500, Seattle, WA 98161 ("Apex Learning") and Capistrano Unified School District, with its principal place of business at 33122 Valle Road, San Juan Capistrano, CA 92675-4853 ("Client").

RECITALS

Apex Learning provides digital curriculum solutions for secondary education and related services.

Client desires to have its students, teachers and staff access and use the Apex Curriculum (as defined below) and to have Apex Learning perform certain related services, all pursuant to the terms and conditions set forth below.

In consideration of the covenants and conditions set forth below and for other good and valuable consideration, the adequacy of which the parties hereby acknowledge, the parties agree as follows:

AGREEMENT

1. **Definitions.** Each of the following initially capitalized terms has the meaning set forth below. All other initially capitalized terms have the meanings assigned in this Agreement.
 - 1.1. "***Apex Curriculum***" means the Apex Learning curriculum offerings identified in Section 1 of Exhibit A (e.g., Comprehensive Courses, Tutorials, AP Exam Review, and ALVS enrollments). The Apex Curriculum does not include any Course Materials.
 - 1.2. "***Books***" mean the books described in Section 3 of Exhibit A.
 - 1.3. "***Client User***" means each Client student and Client teacher, administrator or staff member, who registers with Apex Learning and establishes a password to access the Apex Curriculum made available under this Agreement.
 - 1.4. "***Course Materials***" mean items or materials separate from the Apex Curriculum that may be either required or optional for the Apex Curriculum (e.g., calculators, microphones/headsets, textbooks, novels, other literature, lab manuals, and lab materials).
 - 1.5. "***Professional Services***" mean the Apex Learning professional services described in Section 2 of Exhibit A.
 - 1.6. "***Term***" will have the meaning set forth in Section 9.1 below.
 - 1.7. "***User Support***" means the Apex Learning support services described in Exhibit C.
2. **Apex Obligations.**
 - 2.1. ***Apex Curriculum.*** Commencing on September 1, 2014 and continuing throughout the Term, Apex Learning will host and make available the Apex Curriculum for access and use by Client Users.

- 2.2. **User Support.** Apex Learning will provide Client and Client Users with User Support throughout the Term.
- 2.3. **Uptime.** Apex Learning will use commercially reasonable efforts to make the Apex Curriculum available for access by Client and Client Users 99% of the time, measured on a monthly basis, excluding Planned Outages. "Planned Outages" means the installation of upgrades, routine application, server, or network configuration changes, and other reasonable maintenance activities. Planned Outages will be conducted during off-peak Apex Curriculum utilization times. Apex Learning will post an advance announcement of any Planned Outage on the Apex Learning website through which Client Users access the Apex Curriculum.
- 2.4. **Security.** Apex Learning will implement commercially reasonable security measures to protect against incidents of unauthorized access to personally identifiable Client User information.
- 2.5. **Professional Services.** Apex Learning will perform the Professional Services as described in Section 2 of Exhibit A.
- 2.6. **Books.** Apex Learning will provide the Books described in Section 3 of Exhibit A.
- 2.7. **All Rights Reserved.** Apex Learning and its suppliers own all right, title and interest in and to the Apex Curriculum. Other than granting Client Users the right to access and use the Apex Curriculum as described in this Agreement, Apex Learning expressly reserves all right, title and interest therein.

3. Client Obligations.

- 3.1. **Hardware/Software.** The Apex Curriculum is made available to Client Users over the Internet through a web-browser interface. To access the Apex Curriculum, therefore, Client Users must have a suitable Internet connection and access to an appropriately configured computer, as well as an appropriately configured computer network (where applicable).
- 3.2. **Parental Consent.** Client will obtain any necessary parental consent for each Client User student to access and use the Apex Curriculum.
- 3.3. **Terms of Use.** All Client Users that access the Apex Curriculum must comply with the Apex Learning terms of use for the Apex Curriculum ("Terms of Use"). The current version of those Terms of Use is posted at www.apexvs.com and on the Apex Learning website through which Client Users access the Apex Curriculum. Apex Learning reserves the right to suspend or discontinue a Client User from accessing the Apex Curriculum at any time if the Client User violates the Terms of Use. Client will notify Apex Learning of any activity by its Client Users of which Client has actual knowledge in violation of the Terms of Use.
- 3.4. **Laboratory Activities.** If hands-on laboratory activities included in the Apex Curriculum are implemented by Client Users, Client is responsible for all such hands-on laboratory activities, including ensuring that qualified personnel are available to supervise such hands-on laboratory activities. Apex Learning will have no liability whatsoever with regard to any hands-on laboratory activities.
- 3.5. **No Resale Rights.** Client will not resell to any third party the right to access or use the Apex Curriculum or provide any third party who is not a Client User with access to, or the ability to use, the Apex Curriculum.

4. **Payment.**

- 4.1. **General.** In consideration for the rights granted and services provided under this Agreement, Client will pay Apex Learning the amounts set forth in Exhibit A pursuant to the "Payment Schedule" set forth in Exhibit B.
- 4.2. **Payment Terms.** Client will pay all Apex Learning invoices issued under this Agreement within thirty (30) days of the invoice date specified in Exhibit B unless Client disputes an invoice pursuant to the provisions of Section 4.4.
- 4.3. **Taxes.** Amounts stated under Section 4.1 do not include any applicable sales, use, gross income, occupational, or similar taxes; import or export fees; duties, imports, or tariffs; or any other taxes, duties, charges, or fees of any kind which may be levied in connection with the transactions covered under this Agreement. Any such taxes (if any are due) are the responsibility of Client, and Client will indemnify and hold Apex Learning harmless from any liability with respect to such taxes.
- 4.4. **Invoice Dispute.** In the event Client, in its reasonable discretion, believes products or services do not conform to warranties in this Agreement, Client will provide written notice to Apex Learning within thirty (30) calendar days of receipt of the applicable invoice. Client is allowed an additional fifteen (15) calendar days to provide written clarification and details. Apex Learning will provide a written response to Client that will include either a justification of the invoice or an adjustment to the invoice. Apex Learning and Client may, by mutual agreement, outline the reasonable steps to be taken by Apex Learning and Client to resolve any mutually agreed upon issues presented in Client's notice to Apex Learning ("Resolution Plan").

5. **Confidentiality and Public Disclosure.**

- 5.1. **Confidentiality.** Each party agrees that during the Term of this Agreement, and for two (2) years thereafter, it will not disclose to any third party any Confidential Information of the other party, except to the extent required by law or as otherwise expressly authorized herein. The term "Confidential Information" means all non-public information that either party designates as being confidential, or which, under the circumstances of disclosure ought to be treated as confidential. Apex Learning's Confidential Information includes, without limitation, information relating to unreleased offerings. Confidential Information does not include information that was known to the receiving party prior to the disclosing party's disclosure to the receiving party, or information that becomes publicly available through no fault of the receiving party. Nothing in this Section 5 precludes either party from disclosing Confidential Information when and as required by law.
- 5.2. **Public Disclosure.** The parties acknowledge that Client is subject to certain laws governing the disclosure of public records. The parties also acknowledge that this Agreement includes terms and conditions regarding the business practices of Apex Learning that Apex Learning considers proprietary information. Accordingly, Client agrees that it will only disclose this Agreement in accordance with the requirements of the California Public Records Act (CA Govt. Code § 6250 et seq.). Further, Client will promptly provide a copy to Apex Learning of any request for disclosure of this Agreement or any portions of this Agreement.

6. **Representations and Warranties.**

- 6.1. **By Both Parties.** Each party hereby represents and warrants to the other party that: (a) it has the power and authority to enter into this Agreement and is permitted by applicable law and regulations to enter into this Agreement; and (b) it will comply with all applicable laws in the performance of its obligations under this Agreement, and in particular applicable federal and state regulations regarding student records, student privacy, and the commercial use of student information, including the Family Educational Rights and Privacy Act.

6.2. *By Apex Learning.* Apex Learning further represents and warrants that Client's and Client Users' access to and use of the Apex Curriculum as described in this Agreement will not infringe any third party copyright or violate any third party licenses to which Apex Learning may be a party.

6.3. **WARRANTY DISCLAIMER.** EXCEPT AS SET FORTH IN SECTION 6.2 ABOVE, APEX LEARNING DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, AND DUTIES OF ANY KIND (IF ANY), EXPRESS, IMPLIED, OR STATUTORY WITH RESPECT TO THE APEX CURRICULUM, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE. EXCEPT AS SET FORTH IN SECTION 6.2, THERE IS NO WARRANTY OF NON-INFRINGEMENT OR TITLE.

7. **Indemnity.**

7.1. *Duty to Indemnify.* Subject, in the case of Client, to any applicable laws restricting Client's ability to provide the indemnification described in this Section, each party will indemnify, defend, and hold the other party and its officers, employees, and agents harmless from any and all actions, causes of action, claims, demands, costs, liabilities, expenses and damages arising out of or in connection with any breach or alleged breach of any representation or warranty set forth in Section 6 above.

7.2. *Procedure.* If an action is brought for which indemnity is sought under this Section 7, the party seeking indemnity will send reasonably prompt written notice to the other party specifying the nature of the action and the total damages or other relief sought and will permit the indemnifying party to answer and defend such claim. The party seeking indemnity will provide the indemnifying party with such information and assistance as is reasonably necessary to assist the indemnifying party, at the indemnifying party's expense, in defending any such action. The party seeking indemnity reserves the right to employ separate counsel and participate in the defense at its expense. The indemnifying party will not be responsible for any settlement made by the party seeking indemnity without the indemnifying party's written consent, which will not be unreasonably withheld or delayed, nor will the indemnifying party settle any claim under this Section 7 without first obtaining the written consent of the party seeking indemnity, which will not be unreasonably withheld or delayed.

8. **EXCLUSION OF CERTAIN DAMAGES & LIMITATION ON LIABILITY.**

8.1. **EXCLUSION OF CERTAIN DAMAGES.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE.

8.2. **LIMITATION ON LIABILITY.** IN NO EVENT WILL APEX LEARNING'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY CLIENT TO APEX LEARNING UNDER THIS AGREEMENT.

8.3. **APPLICATION.** THE EXCLUSION OF DAMAGES AND LIMITATION ON LIABILITY IN THIS SECTION 8 SHALL APPLY REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF ANY CLAIM AND EVEN IF THE REMEDIES OTHERWISE PROVIDED UNDER THIS AGREEMENT, AT LAW OR IN EQUITY FAIL OF THEIR ESSENTIAL PURPOSE.

9. **Term and Termination.**

9.1. *Term.* This Agreement shall commence on the Effective Date and continue through August 31, 2018, unless earlier terminated as provided in this Section 9.

9.2. **Termination.** Either party may suspend performance or terminate this Agreement immediately upon written notice to the other party at any time if the other party is in material breach of any provision of this Agreement and has failed to cure that breach within thirty (30) days after receipt of written notice thereof. Without limiting the foregoing, Apex Learning may suspend performance or terminate this Agreement immediately upon written notice to Client if Client is thirty (30) days overdue on any payment due to Apex Learning under this Agreement.

9.3. **Effect of Expiration/Termination.** Upon the expiration or termination of this Agreement, all access to the Apex Curriculum will promptly cease, and Client will immediately pay all amounts due to Apex Learning up to the date of expiration/termination. The following Sections will survive the expiration or termination of this Agreement: 4 (with respect to amounts due and owing upon expiration/termination), 5, 6, 7, 8, 9.3 and 10.

10. Miscellaneous.

10.1. **Relationship of Parties.** Client and Apex Learning are independent contractors with respect to one another, and nothing in this Agreement will be interpreted to create any agency, joint venture, employment or partnership relationship.

10.2. **Force Majeure.** For a reasonable time period, Apex Learning will be excused from delay, breach of this Agreement or failure in performance under this Agreement due to causes beyond Apex Learning's reasonable control including without limitation, acts of God, government action, strikes, acts of public enemies, civil disturbance or riots, war, national emergency, floods, power outages, telecommunications failures, fires, earthquakes, storms or other similar causes.

10.3. **Notices.** Any notices given under this Agreement shall be delivered either by messenger or overnight delivery service, or sent by facsimile with a confirmation sent via certified or registered mail, postage prepaid and return receipt requested, and addressed to Apex Learning or Client at the address stated below, and shall be deemed to have been given on the day when received by the party to whom the notice is given.

	Apex Learning Contact	Client Contact
Name, Title	Manager, Contracts	Dr. Michelle Le Patner, Assistant Superintendent, Secondary Schools
Organization	Apex Learning Inc.	Capistrano Unified School District
Address	1215 Fourth Avenue, Suite 1500	33122 Valle Road
City, State, Zip	Seattle, WA 98161	San Juan Capistrano, CA 92675-4853
Phone	206-381-5600	949-234-9261
Facsimile	206-381-5601	949-489-8646

10.4. **Assignment.** Neither party will assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the immediately preceding sentence, either party may assign this Agreement without the other party's prior written consent as part of a merger, acquisition or a sale or transfer of a majority of the assigning party's assets. This Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and permitted assignees.

10.5. **Waiver/Severability.** No provision of this Agreement will be deemed waived unless the waiver is in writing and signed by the waiving party, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion. If any term of this Agreement is found by a court of competent jurisdiction to be in whole or in part unenforceable, then such unenforceable term or portion thereof will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the allocation of risk among the parties reflected in the original provision, and the remainder of this Agreement shall continue in effect.

10.6. **Governing Law/Attorneys Fees.** This Agreement will be governed by and construed under the laws of the State of California (except to the extent federal law is controlling on the subject matter), without regard to its conflict of laws provisions. In any action to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, each party shall bear their own costs and attorneys' fees.

10.7. **No Third Party Beneficiaries.** This Agreement is for the benefit of, and shall be enforceable by, the parties only. This Agreement is not intended to confer any right or benefit on any third party. No action may be commenced or prosecuted against a party by any third party claiming as a third-party beneficiary of this Agreement.

10.8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, oral or written. Changes, modifications or waivers to this Agreement must be in writing and signed by both parties. If there is an inconsistency between this Agreement and the Terms of Use, then this Agreement shall control but solely to the extent of the inconsistency and solely with respect to Apex Learning and Client (as the parties to this Agreement).

10.9. **Subcontractors.** Apex Learning shall not subcontract any portion of the Professional Services under this Agreement without Client's prior written permission.

10.10. **Insurance.** Prior to performing services under this Agreement, Apex Learning shall provide Client with certificates of insurance evidencing the following insurance coverage:

- a) Commercial general liability of at least \$1,000,000;
- b) Automobile liability of at least \$1,000,000;
- c) Professional liability of at least \$1,000,000; and
- d) Workers compensation complying with statutory requirements.

IN WITNESS WHEREOF, the authorized representatives of Apex Learning and Client agree to the terms and conditions set forth in this Agreement.

Apex Learning Inc.

By: [Signature]

Print Name: Cheryl Vedoe

Title: CEO

Date: 4/8/14

Capistrano Unified School District

By: [Signature]

Print Name: Terry Fluent

Title: Director, Purchasing

Date: 4/24/14

EXHIBIT A

Apex Curriculum, Professional Services and Books

1. *Apex Curriculum:*

- 2,000 Unlimited Enrollment Subscriptions to Apex Learning Comprehensive Courses during the period September 1, 2014 through August 31, 2018.

Each "Unlimited Enrollment Subscription" provides access for one student enrolled in Comprehensive Courses. A student may be enrolled in any number of Comprehensive Courses at the same time. If a student completes or withdraws from all Comprehensive Courses in which he or she is enrolled, the Unlimited Enrollment Subscription may be used to enroll another student. The number of students enrolled at one time may not exceed the number of Unlimited Enrollment Subscriptions purchased. Client may purchase additional subscriptions for access during each of the 12-month periods consisting of (a) September 1, 2014 through August 31, 2015, (b) September 1, 2015 through August 31, 2016, (c) September 1, 2016 through August 31, 2017, and (d) September 1, 2017 through August 31, 2018 at \$100.00 per Unlimited Enrollment Subscription per period.

- 100 CAHSEE Exam Prep Subscriptions during the period September 1, 2014 through August 31, 2018.

Each "CAHSEE Exam Prep Subscription" provides access for one student in CAHSEE High School Exam prep Math and English Language Arts (ELA) courses. A student may be enrolled in any number of CAHSEE Exam Prep courses at the same time. If a student completes or withdraws from all CAHSEE Exam Prep courses in which he or she is enrolled, the subscription may be used to enroll another student. The number of students enrolled at one time may not exceed the number of subscriptions purchased. Client may purchase additional subscriptions for access during each of the 12-month periods consisting of (a) September 1, 2014 through August 31, 2015, (b) September 1, 2015 through August 31, 2016, (c) September 1, 2016 through August 31, 2017, and (d) September 1, 2017 through August 31, 2018 at \$10.00 per CAHSEE Exam Prep Subscription per period.

- 800 Tutorials Subscriptions to Math and English Language Arts (ELA) Tutorials during the period September 1, 2014 through August 31, 2018.

Each "Tutorials Subscription" provides access for one student enrolled in Math and ELA Tutorials. A student may be enrolled in any number of Math and ELA Tutorials at the same time. If a student completes or withdraws from all Math and ELA Tutorials in which he or she is enrolled, the subscription may be used to enroll another student. The number of students enrolled at one time may not exceed the number of subscriptions purchased. Client may purchase additional subscriptions for access during each of the 12-month periods consisting of (a) September 1, 2014 through August 31, 2015, (b) September 1, 2015 through August 31, 2016, (c) September 1, 2016 through August 31, 2017, and (d) September 1, 2017 through August 31, 2018 at \$35.00 per Tutorials Subscription per period.

- *Price:* \$484,000.00
- The price for the Apex Curriculum does not include any Course Materials. A list of Course Materials can be found at http://www.apexlearning.com/info/materials_list.pdf.

2. Professional Services:

Client may purchase Professional Services as follows:

- Onsite professional development.

Price: \$2,200.00 per 6-hour day.

- Online professional development.

Price: \$600.00 per 3-hour session.

3. Books:

- Client may purchase the required student and teacher general studies books at either the respective per set price or per book price at the time of purchase as stated on Apex Learning's course materials list located at http://www.apexlearning.com/info/materials_list.pdf.

Total Price: \$484,000.00

EXHIBIT B
Payment Schedule

Client will pay Apex Learning according to the following Payment Schedule:

- Apex Learning will invoice Client in the amount of \$121,000.00 on September 2, 2014.
- Apex Learning will invoice Client in the amount of \$121,000.00 on September 1, 2015.
- Apex Learning will invoice Client in the amount of \$121,000.00 on September 1, 2016.
- Apex Learning will invoice Client in the amount of \$121,000.00 on September 1, 2017.
- Apex Learning will invoice Client for any Professional Services purchased following delivery of such services.
- Apex Learning will invoice Client for any Books purchased upon shipment of such Books.

EXHIBIT C

User Support

1. **General.** Apex Learning will provide Client Users with support via a toll-free phone number (for U.S. calls only) and email. Phone support will be available from Apex Learning Monday–Friday from 5:00 a.m. to 7:00 p.m. Pacific Time. Apex Learning will give Client Users notice of any intermittent or seasonal changes to the phone support schedule by posting an announcement on the Apex Learning website through which Client Users access the Apex Curriculum and/or by a voicemail greeting.
2. **Disclaimer.** Apex Learning's ability to support Client and Client Users with respect to the Apex Curriculum depends on Client (a) providing Apex Learning with prompt notice if Client becomes aware of any problem that affects the ability of Client Users to access and/or use the Apex Curriculum, (b) cooperating in a timely manner with Apex Learning's efforts to diagnose the source of problems, (c) making available to Apex Learning appropriate staff and system information for resolving issues as they may arise, and (d) implementing reasonable technical solutions suggested by Apex Learning in a timely manner. In addition, Apex Learning is not responsible for Client User problems that stem from Client's Internet connection, any Client or third party hardware or software, or Client's own network.

AMENDMENT TO AGREEMENT FOR USE OF FACILITIES

This Amendment ("Amendment") to the Agreement for Use of Facilities by and between CAPISTRANO UNIFIED SCHOOL DISTRICT, a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California ("District") and COMMUNITY ROOTS ACADEMY, a California non-profit public benefit corporation ("Charter School") dated June 30, 2013 ("Agreement") (a true and correct copy of which is attached hereto as Exhibit "A"), is hereby made and entered into as of _____, 2014 ("Effective Date") as follows:

WHEREAS, District and Charter School have entered into the Agreement whereby the Charter School will occupy the District's Wood Canyon Elementary School campus located at 23431 Knollwood, Aliso Viejo, CA 92656 ("Subject Property"), as set forth in the Agreement, for the 2013-2014 School Year; and

WHEREAS, the Parties desire to revise certain terms of the Agreement; and

WHEREAS, Section 25 of the Agreement requires that any amendment or modification to the Agreement must be in writing and executed by both Charter School and District.

NOW, THEREFORE, DISTRICT AND CHARTER SCHOOL HEREBY AGREE AS FOLLOWS:

1. **Agreement.** The Parties hereto represent and warrant that the Agreement is the true, correct and complete agreement between the Parties, and that there have been no other written or oral amendment(s) to the Agreement. All capitalized terms not otherwise defined herein shall have the meanings given in the Agreement.
2. **Additional Classrooms.** Section 2 of the Agreement is amended to state that in addition to the facilities listed, Charter School shall also have access to Rooms 5, 6 and 7. Each room is Nine Hundred Sixty (960) square feet. The total square footage of these additional rooms is Two Thousand Eight Hundred Eighty (2,880) square feet. Thus, any reference to Facilities in the Agreement shall include the additional rooms and the total area of the Facilities is Eighteen Thousand Two Hundred Forty (18,240) square feet.
3. **Utilities and Services.** Section 3 of the Agreement is amended to state that Eighteen Thousand Two Hundred Forty (18,240) square feet shall be the amount of square footage used to determine Charter School's share of utilities costs for the year.
4. **Rental Payments.** Section 13 of the Agreement is amended to state that at a rate of Seventy Cents (\$0.70) per square foot per month for Eighteen Thousand Two Hundred Forty (18,240) square feet, the rental payment due shall be Twelve Thousand Seven Hundred Sixty Eight Dollars (\$12,768.00) per month or One Hundred Fifty Three Thousand Two Hundred Sixteen Dollars (\$153,216.00) per year.
5. **Term.** Section 14 of the Agreement is amended to state that the Parties agree to extend the term of the Agreement for one (1) additional year. The Agreement will expire on June 30, 2015.

6. **Binding Effect; Partial Invalidity.** This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. If any provision of this Amendment shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Amendment or the Agreement.

7. **Full Force and Effect; No Other Amendments.** The Agreement is hereby modified with respect to the terms set for the herein, and any other portion thereof as necessary to implement the foregoing. Except as specifically set forth in this Amendment, the Agreement shall remain unmodified and in full force and effect as executed by the Parties.

8. **Facsimile Signatures.** In order to expedite the execution of this Amendment, telecopied signatures may be used in place of original signatures on this document. The Parties intend to be bound by the signatures on the telecopied document, are aware that the other Party will rely on the telecopied signatures, and hereby waive any defenses to the enforcement of the terms of this Amendment based on the form of signature.

9. **Counterparts.** This Amendment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

10. **Inconsistencies.** In the event of any inconsistency between the terms of this Amendment and those of the Agreement, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the Parties have, by their duly authorized representatives, executed this Amendment, as of the Effective Date set forth above, and agree that this Amendment shall constitute binding modifications to the Agreement.

District:

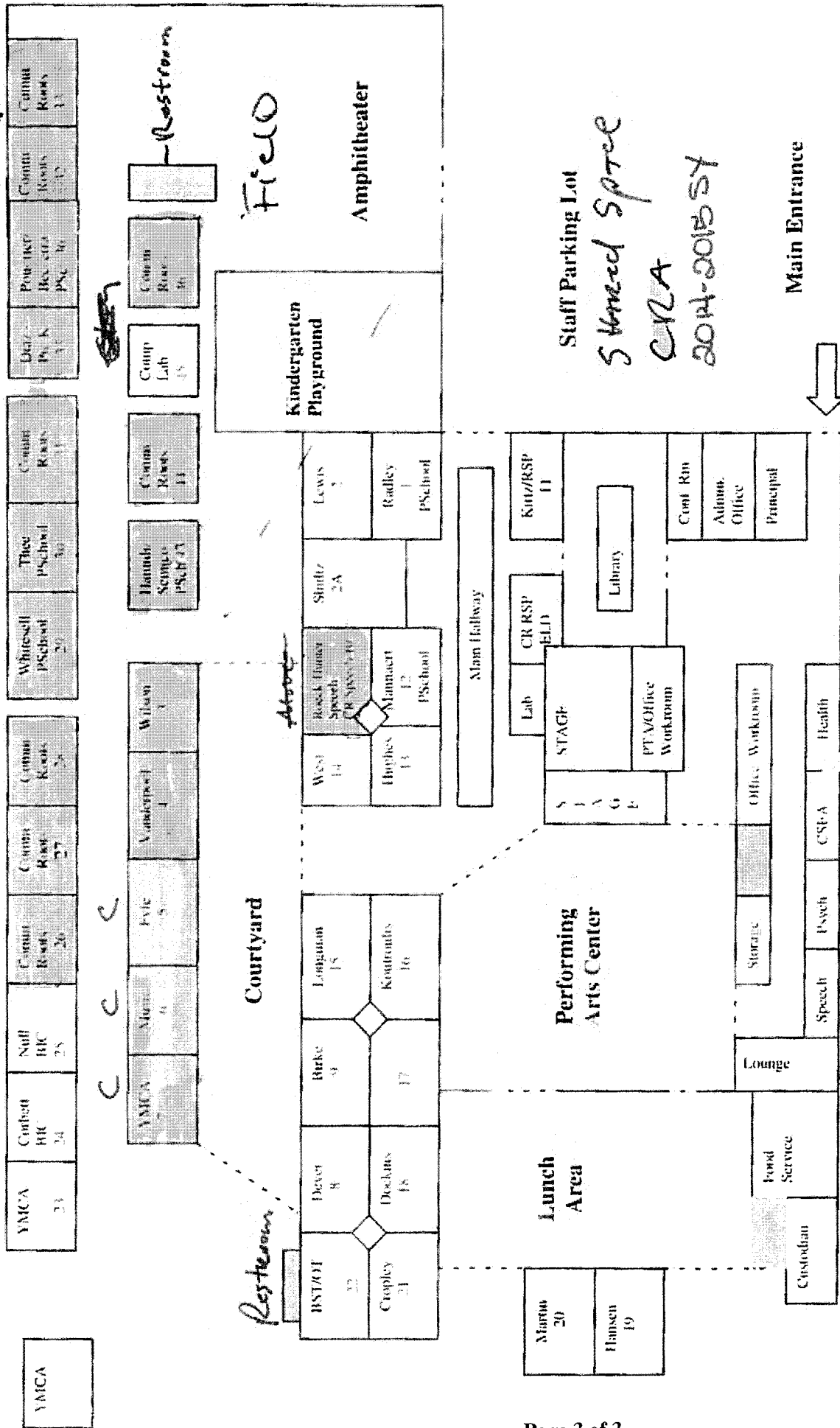
CAPISTRANO UNIFIED SCHOOL DISTRICT

By:
Its:

Charter School:

COMMUNITY ROOTS ACADEMY

By:
Its:



**CAPISTRANO UNIFIED SCHOOL DISTRICT
COMMUNITY ROOTS CHARTER SCHOOL AGREEMENT 2013-2014
FOR USE OF FACILITIES AT WOOD CANYON ELEMENTARY SCHOOL**

THIS AGREEMENT is made and entered into this ____ day of _____, by and between the CAPISTRANO UNIFIED SCHOOL DISTRICT (hereinafter referred to as "CUSD"), and the COMMUNITY ROOTS ACADEMY, a non-profit public benefit corporation (hereinafter referred to as CRA). This lease is for the period July 1, 2013 to June 30, 2014.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, INTENDING TO BE LEGALLY BOUND HEREBY, CUSD and Community Roots Charter School (collectively, the "Parties") agree as follows:

1. Grant of Lease to CRA to Use Facilities: CUSD hereby grants to CRA the lease of, and right to enter onto and use portable classrooms at the Wood Canyon Elementary School campus located at 23431 Knollwood, Aliso Viejo, CA 92656 specified in Section 2 below (the "Facilities") to operate its charter school program, and for no other use without the prior written consent of CUSD, which consent may be withheld in CUSD's sole and absolute discretion. CRA shall be solely responsible for determining the suitability of the Facilities for its intended use and CRA shall fully meet all governmental laws, regulations and rules concerning CRA use of the Facilities.

2. Location of Facilities: The Facilities consist of rooms 3, 4, 10, 26, 27, 28, 29, 30, 31, 32, 33, 35, 36, 43, 44, and 46, for a total of sixteen (16) classrooms, located near the south end of the Wood Canyon campus. The total area of leased facilities is calculated to be 15,360 square feet (i.e., 16 rooms at 960 square feet each). In addition, CUSD shall make available and CRA shall be permitted nonexclusive use of two restroom facilities, play areas, lunch area, performing arts center, music room, kindergarten playground, shared use of the south portion of the grass field play area (coordinated with the elementary school) and existing parking spaces (together, the "Related Facilities").

3. Utilities and Services: CRA shall pay a fair share of utilities costs at the site, including natural gas, water, sewer, waste disposal and electricity. Cost sharing shall be calculated based upon last years' total utilities costs for the entire school divided by the intended future use of building area by CRA. The lease of 15,360 square feet of space equates to a utilities share of \$24,614.82 per year or \$2,051.23 per month. The monthly fees are in addition to the rental payments described in Section 13 of this Agreement and shall be paid to CUSD, without demand, in advance on or before the first day of each month beginning July 1, 2013 throughout the term of this Agreement.

4. Alterations, Improvements: CRA, at its own expense, shall have the right, upon obtaining the written consent of CUSD, which consent may be withheld in CUSD's sole and absolute discretion, prior to beginning work, to construct alterations and improvements to the Facilities. If requested by CUSD in writing at least thirty (30) days prior to the termination of this Agreement, CRA agrees to remove any alterations, additions or improvements upon the termination of this Agreement and restore the premises to their prior condition at CRA sole cost and expense.

5. Maintenance of Building: CRA at its sole cost shall maintain the interior and exterior of the Facilities in good repair, including painting of walls and ramps, replacement of broken glass in windows, and prompt removal of graffiti. CUSD will provide custodial services to CRA consistent with Wood Canyon classrooms. CRA may use CUSD maintenance services by mutual consent, to perform the work at cost. CUSD will have responsibility for structural repairs, such as roofing.

6. Maintenance Notification: CUSD shall provide notice to CRA in advance of routine maintenance procedures involving pesticides, herbicides, or other chemicals to Wood Canyon buildings or playgrounds that are in close proximity to the Facilities. The CRA calendar will be provided to CUSD Department of Maintenance and Operations for planning purposes. The M & O department will consider the CRA calendar in scheduling above procedures.

7. As-is Condition of Facilities and Related Facilities: CRA acknowledges that the Facilities and the Related Facilities are being made available to CRA in an "As Is" "Where Is" condition, and neither CUSD nor any agent of CUSD has made any representation or warranty with respect to the Facilities, the Related Facilities or the condition thereof, or any improvement located on the Wood Canyon campus. Entering onto the Wood Canyon campus by CRA shall be at CRA sole risk and CRA acknowledges that it has assumed the risk of entry upon the Wood Canyon campus for CRA person, invitees, users, guests, clients, contractors and property, and shall conclusively establish that the Facilities and Related Facilities at Wood Canyon are in satisfactory condition for CRA activities.

8. Furniture and Equipment: CRA shall be permitted to continue to utilize the current furniture located in the Facilities. As the Facilities are being accepted by CRA in an "As Is" and "Where Is" condition and neither CUSD nor any agent of CUSD has made any representation or warranty with respect to such furniture, CRA shall provide any additional furniture and equipment required for operation of its program. All furniture used by CRA will meet state legal requirements.

9. Student Safety: CRA students, staff and visitors will comply with all applicable laws, regulations and procedures concerning or related to CRA use of the Facilities and Related Facilities, including, but not limited to, CUSD and Wood Canyon emergency procedures, safety and supervision policies and procedures while on school grounds.

10. Operating Schedule: The education program to be operated on CUSD property by CRA will operate on a schedule that will minimize traffic congestion at the beginning and end of the school day.

11. Independent Contractor: CRA shall be an independent contractor under this agreement, and at no time shall CRA represent itself to be an agent of CUSD.

12. Right of Entry by CUSD: CUSD shall have the right, at reasonable times, to enter the Facilities for the purpose of inspecting them. Reasonable courtesy notice to the Administrator of CRA shall be provided except in case of emergency. The right and authority hereby reserved in this paragraph does not impose any responsibility or liability for

any acts, omissions or negligence of CRA, CRA staff, guests, clients, and contractors on said Facilities.

13. Rental Payments charged to CRA by CUSD: CRA shall pay CUSD rental payments ("Rental Payments") for the lease of the Facilities calculated at \$0.70 per square foot of 15,360 leased building space for a total of \$129,024 for one year or \$10,752 per month for twelve months for the Facilities. Payment shall be made to CUSD, without demand, in advance on or before the first day of each month beginning July 1, 2013 throughout the term of this Agreement.

14. Term of Agreement: This Agreement shall be from July 1, 2013, through June 30, 2014, or until another agreement is entered into by the Parties that supersedes this Agreement with the understanding that all insurance liability requirements will be fulfilled by July 1, 2013. Either party may terminate this Agreement for an "Event of Default", as defined below, by giving thirty (30) days prior written notice specifying the effective termination date. An Event of Default is defined as any material default under this Agreement and may include, but is not limited to, failure for any reason of either party to fulfill in a timely manner its obligations under the Agreement.

15. Compliance with the Law: CRA shall comply with the requirements of all applicable municipal, state, and federal statutes, ordinances, rules, orders, regulations and laws in effect or which may hereafter be in effect during the term of the Agreement pertaining to the operation of an education program and the use and occupancy of the program facilities. CRA shall not commit or suffer to be committed on said premises any nuisance or other act which may disturb the quiet enjoyment of adjoining property owners or occupants.

16. Indemnity: CRA agrees to defend and hold CUSD and its officers, officials, agents and employees harmless from any claim or action or liability for injury, wrongful death, or property damage sustained by any person arising out of the use of the premises by CRA, or arising out of any act or omission by CRA, its employees, agents, volunteers, and contractors, including failure of CRA to keep the premises in good condition and repaired as provided in the Agreement. The obligations of CRA under this paragraph 16 shall survive the termination or expiration of this Agreement with respect to any claims or liability arising prior to such termination or expiration.

Notwithstanding the foregoing or any other provision of the Agreement, the obligations of CRA to indemnify and hold harmless CUSD and its officers, officials, agents and employees shall not extend to any claim, loss, damage, liability, cost or expense arising out of the gross negligent or willful misconduct of CUSD, any of their respective officers, officials, agents or employees or other parties.

17. Liability Insurance: CRA shall provide and shall maintain in force, during the term of this Agreement, comprehensive personal injury and property damage liability insurance, with minimum personal injury liability limits of \$1,000,000 per person and \$2,000,000 per occurrence. The policy or policies of liability insurance shall name CUSD (CAPISTRANO UNIFIED SCHOOL DISTRICT), its officers, agents, and employees as additional insured under the terms of such policy or policies. Further, such policy shall not be cancelled without thirty (30) days prior written notice to CUSD.

18. Workers Compensation and other Employee Insurance: CRA shall provide workers' compensation insurance, unemployment insurance, and disability insurance for all its employees, as required by law, and shall provide employer's liability insurance coverage with limits of no less than \$1,000,000 per accident for bodily injury or disease.

19. Insurance Primary: CRA's insurance coverage shall be primary insurance as respects CUSD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CUSD, its officers, officials, employees, or volunteers shall be excess of CRA's insurance and shall not contribute to it. Each insurance policy required herein shall contain, or be endorsed to contain, a waiver of all rights of subrogation against CUSD.

20. Certificates of Insurance: Current certificates for all types of insurance and an additional insured endorsement for the liability coverage shall be on file with CUSD before the opening of school indicating the name of the carrier, the policy number and the expiration date. Such Certificates of Insurance shall not be cancelled without thirty (30) days prior written notice to CUSD. Renewal certificates shall be provided by CRA to CUSD at least fifteen (15) days before the expiration of such policies.

21. Insurance Deductibles: Any deductibles or self-insured retentions must be declared to, and approved by, CUSD. At the option of CUSD, either: CRA shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects CUSD, its officers, officials, employees, and volunteers; or the Lessee shall provide a financial guarantee satisfactory to CUSD guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

22. Assignment and Sublease: Neither this Agreement nor any interest therein, whether legal or equitable, shall be assigned, subleased, transferred, alienated, pledged, or hypothesized, voluntarily or by operation of law by CRA without the prior written consent of CUSD, which consent may be withheld in its sole and absolute discretion. Any such assignment, sublease, transfer, alienation, pledge, or hypothecation shall be void and shall, at CUSD's option, terminate this Agreement.

23. Exemption of CUSD from Liability: CUSD shall not be liable for any damage or injury to the person, business (including loss of business profits or loss of income derived from CRA business or for damage to the improvements, trade fixtures, contents or other property of CRA), CRA employees, invitees, or any other person in or about the Facilities and the Related Facilities, whether such damage or injury is caused by or results from : (a) fire, steam, electricity, water, gas or rain; (b) breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; or (c) conditions arising in or about the Facilities or elsewhere, except to the extent that such damage or injury results from CUSD's gross negligence or willful misconduct or the gross negligence or willful misconduct of its officers, officials, agents and employees . CUSD shall have no liability for consequential or special damages.

24. Hazardous Substance: The term "Hazardous Substance" as used in this Agreement shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials is either: (i) potentially injurious to the public health, safety or welfare, the environment, or the

Facilities; (ii) regulated or monitored by any government authority, or (iii) a basis for potential liability of CUSD to any governmental agency or third party under any applicable statute or common law theory. If CRA knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Facilities, CRA shall immediately give written notice of such fact to CUSD, and provide CUSD with a copy of any report, notice, claim, or other documentation which it has concerning the presence of such Hazardous Substances. CRA shall not cause or permit any Hazardous Substances to be spilled or released in, on, under, or about the Facilities and shall promptly, at CRA expense, comply with all requirements, laws, ordinances, regulations, or orders having to do with the public safety, welfare, the environment, or any other matters, as such may be promulgated by any federal, state, or local governmental body or agency and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security, and/or monitoring of the Facilities or neighboring properties, that was caused or materially contributed to by CRA, or pertaining to or involving any Hazardous Substance brought onto the Facilities during the term of this Agreement by any agent of CRA. CRA shall indemnify, defend and hold CUSD, its agents, employees, and lenders, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Facilities by or for CRA, or any agent of CRA. CRA obligations shall include, but not be limited to, the effects of any contamination or injury to person, property, or the environment created or caused by CRA, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Agreement.

25. Amendments: This Agreement may only be amended by the mutual written consent of the parties hereto. No oral understanding or agreement not incorporated in this contract shall be binding on either party.

26. Applicable Law: This Agreement shall be governed by the laws of the State of California.

27. Complete and Exclusive Statement: This Agreement is the complete and exclusive statement of the mutual understanding of the Parties. This Agreement supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

28. Severability: If any section, subsection, sentence, clause or phrase of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement."

29. Applicable Law: This agreement shall be governed by the laws of the State of California.

30. Contact Person: Each party to this Agreement shall name one individual to be the representative contact person for matters related to this Agreement. At the date of this agreement, the addresses of the Parties are as follows:

Community Roots Academy Administrator	Capistrano Unified School District Joseph M. Farley, Superintendent 33122 Valle Road San Juan Capistrano, California 92675
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31. Exhibits: All Exhibits attached hereto or referenced herein are incorporated into the Agreement by reference.

32. Headings: The headings of the paragraphs or sections of this Agreement are for convenience of reference only and are not to be used to interpret or construe any provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto agree to the terms above and have executed this Amendment on the day and year set forth below:

COMMUNITY ROOTS ACADEMY

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____
Administrator or Designee

By: _____
Superintendent or Superintendent's Designee

Date: _____

Date: _____

**AMENDMENT NO. 1 AND EXTENSION OF INDEPENDENT CONTRACTOR
AGREEMENT FOR SPECIAL SERVICES NO. ICASS 1314071**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

RELIANCE COMMUNICATIONS, LLC

Independent Contractor Agreement for Special Services No. ICASS 1314071 shall be amended to include Custom Mobile Application for iOS and Android, annual hosting, licensing and support at the cost of 25 cents per student or \$12,977 annually.

Independent Contractor Agreement for Special Services No. ICASS 1314071 called for an original contract period of August 15, 2013 through August 14, 2014.

The agreement with Reliance Communications, LLC shall be extended an additional 12 months, for the period August 15, 2014, through August 14, 2015, at the prices shown in Renewal Quote #58968 attached. Annual services under this contract are limited to \$83,052.80.

Except as set forth in this Amendment and Extension Agreement, and Board approved on August 14, 2013, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Reliance Communications, LLC

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

Reliance Communications, LLC.

718 University Ave STE 200
Los Gatos CA 95032
United States

Date 5/13/2014
Renewal Quote # 58968

Expires 7/1/2014

Type
Representative AM Heather Wilson

Prepared for:

Capistrano Unified School Dist
32972 Calle Perfecto
San Juan Capis CA 92675-4706

Item	Quantity	Description	Rate	Amount
R-SM Complete	1	Renewal SchoolMessenger Complete -- 12-month Unlimited Notification Service	70,075.80	70,075.80
R - CMA-Ren-Bundle	1	Includes Custom Mobile Application for IOS and Android. Annual hosting, license and support. Avoid possible interruption in service. Purchase Order or payment required 30 days prior to account expiration.	12,977.00	12,977.00

Thank you for your order!
Please make checks payable to: Reliance Communications, LLC.

Total \$83,052.80

SchoolMessenger Renewal Authorization

ACCOUNT INFORMATION

District Name: Capistrano Unified School Dist - 00106834

Annual Rate: \$ 83,052.80 (CMA & SM)

Authorization Date: May 13, 2014

Reference Quote #: 58968

Renewal Date: August 1, 2014

ACKNOWLEDGEMENTS

Reliance Communications, Inc. ("Reliance") will continue to provide District with the online communications application SchoolMessenger as further described in the Reference Quote (the "Service") subject to the following terms and conditions and any terms and conditions which may have been agreed to as part of the original purchase of the Service:

1. License Grant. Reliance grants District the non-exclusive, non-transferable and terminable license to use the Service. These rights granted to District are provided on the condition that District does not (and does not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Service or any part thereof or otherwise attempt to discover any source code, modify the Service in any manner or form, or use unauthorized modified versions of the Service.

2. License From District. Subject to the terms and conditions of this Agreement, District grants Reliance the nonexclusive non-transferable license to copy, store, record, transmit, maintain, display, view, print, or otherwise use District Data to the extent necessary to provide the Service to District. District agrees that the license to District Data shall survive the termination of this Agreement for up to one year, solely for the purpose of storing backup District Data.

3. Term and Termination. This agreement will commence on the Authorization Date and continue for 12 months following the Renewal Date (the "Initial Term"), and then will automatically renew for successive one year periods unless either party provides written notice of its desire not to renew at least 30 days prior to the end of the then-current term. If the Initial Term extends beyond one year, the Customer may terminate this agreement for convenience on the one year anniversary of the Renewal Date, and each one year anniversary thereafter, by providing written notice to Reliance at least 30 days prior to the end of the then-current term.

4. Transmission Of Data. Reliance warrants that it will use commercially reasonable efforts to ensure that District's Data will be safeguarded and maintained accurately. District understands that the technical processing and transmission of District's electronic communications is fundamentally necessary to District's use of the Service. District expressly consents to Reliance's interception and storage of electronic communications and/or District Data, and District acknowledges and understands that District's Electronic Communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by Reliance. District acknowledges and understands that changes to District's Electronic Communications may occur in order to conform and adapt such data to the technical requirements of connecting networks or devices. District further acknowledges and understands that electronic communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone, or other electronic means. District agrees that Reliance is not responsible for any electronic communications and/or District Data which are lost, altered, intercepted or stored without authorization during the transmission of any data whatsoever across networks not owned and/or operated by Reliance.

5. Limitations Of Liability. DISTRICT ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH RELIANCE IS CHARGING HEREUNDER DOES NOT INCLUDE CONSIDERATION FOR ASSUMPTION BY RELIANCE OF THE RISK OF DISTRICT'S INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DISTRICT DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE), ARISING FROM BREACH OF WARRANTY OR BREACH OF CONTRACT, OR NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT.

Agreed and Acknowledged by the following who is authorized to sign on behalf of the District:

Signature: _____ Date: _____
(or initials if signing electronically) _____
Name: _____ Title: _____



INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES

This Independent Contractor Agreement for Services ("Agreement") is made as of August 15, 2013, between the Capistrano Unified School District ("District") and Reliance Communications, LLC ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Government Code section 53060 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 those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, Consultant is engaged in the development and provision of a mass notification system software technology, services and content; and

WHEREAS, the District through RFP No. 2-1314 selected Consultant to provide a mass notification system and services;

WHEREAS, the Parties desire to supply the District with a notification system for communication in the K-12 school district environment pursuant to the terms set forth herein; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform and provide the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall furnish to the District the services as described in RFP No. 3-1314 and in Exhibit "A" attached hereto and incorporated herein by this reference ("Services").
2. **Term.** The term of this base Agreement is for one year commencing August 15, 2013 through August 14, 2014, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below;

<u> X </u>	Signed Agreement
<u> X </u>	Certification
<u> X </u>	Certification by Contractor of Criminal Records Check
<u> X </u>	Insurance Certificates and Endorsements
<u> X </u>	W-9 Form

- ☒ Conflict of Interest Certification
- ☒ Non Collusion Declaration
- ☒ Tobacco Use Policy
- ☒ Vendor Statement of Compliance

4. **Compensation.** District compensation to the Consultant shall be as set forth in Exhibit "A" as the proposed fee for Services, but in no event shall total fees, costs, and expenses exceed \$67,500, without the express written approval of the District's Governing Board ("Board"). District reserves the right to add by amendment to the contract, SchoolMessenger Custom Mobil Apps at the price per Quote #54035.
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, other than as provided in Exhibit "A."
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services provided under this Agreement. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.
7. **Materials.** Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.
8. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant'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 for services to California school districts.
9. **Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such Services.
10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and

distribution of the matters, for any purpose and in any medium.

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. Termination.

- 12.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this Section, District shall compensate Consultant for Services completed to date as a pro-rata amount of the full fees, costs, and expenses.
- 12.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon termination, District shall only be obligated to compensate Consultant for Services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of Services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 12.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 12.3.1. material violation of this Agreement by the Consultant; or
 - 12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
 - 12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of termination, the District may secure the required services from another consultant. If the expense, fees, and costs to the District exceed the cost of providing the service pursuant to this Agreement, the

Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

- 12.4 Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

13. Indemnification. To the furthest extent permitted by California law, Consultant shall, at its sole expense, defend, indemnify, and hold harmless the District, the Board, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants and/or attorneys fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, Services, or thing done, permitted, or suffered by the Consultant under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

14. Insurance.

- 14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance:

14.1.1. **General Liability.** One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

14.1.2. **Workers' Compensation and Employers' Liability Insurance.** For all of the Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Consultant shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Consultant shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

14.1.3. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- 1) The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional

Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant; instruments of Service and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

2) For any claims related to the projects, the Consultant's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Consultant's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

14.1.4. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

14.1.5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

14.1.6. Consultant shall furnish the District with Certificates of Insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

14.2. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the District.

15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the Board, of the District, and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any Services that

are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. **Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
18. **Safety and Security:** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
19. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.
20. **Fingerprinting of Employees.** It is not contemplated at the time of execution of this Agreement that Consultant or its employees will have contact with students during the provision of Services under this Agreement. If, at a future time, Consultant will have contact with any pupils, Consultant shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Consultant shall not permit any employee to have any contact with District pupils until such time as the Consultant has verified in writing to the Board that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Consultant's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant. Verification of compliance with this Section and the Criminal Background Investigation Certification that may be required with this Agreement, shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.
21. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:
 - 21.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
 - 21.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
22. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and Labor Code Section 1735.

- 23. Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
- 24. Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 25. Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
FAX: (949) 493-8729

ATTN: Terry Fluent, Director, Purchasing

Consultant

Reliance Communications, LLC
718 University Ave., Suite 200
Los Gatos, CA 95032
FAX: (800) 360-7732
nbrogan@schoolmessenger.com

ATTN: Nate Brogan

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 26. No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 27. Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This Agreement is not valid until approved/ratified by the Board. Services shall not be rendered until Agreement is approved.
- 28. California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.

- 29. 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 attorney's fees.

30.Waiver. The failure of Consultant or District to seek redress for violation of, or to insist upon, the strict performance of any term, covenant or condition of this Agreement shall not be deemed to be a waiver by that party of any such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition contained herein.

31.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.

32.Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

33.Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

**CAPISTRANO UNIFIED SCHOOL
DISTRICT**

RELIANCE COMMUNICATIONS, LLC

Date: September 12, 2013

Date: 8/26/13, 2013

By: [Signature]

By: [Signature]

Print Name: Terry Fluent

Print Name: Nate Bragan

Its: Director, Purchasing

Its: _____

Information regarding Consultant:

License No.: _____

56-2299438 :

Address: 718 University Ave Ste 200
Los Gatos, CA 95032

Employer Identification and/or Social Security Number

Telephone: 888-527-5225 x:201

Facsimile: 408-354-7775

E-Mail: nbrogan@Schoolmessenger.com

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this Section.

Type of Business Entity:

- ☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☐ Corporation, State: _____
☐ Limited Liability Company
☐ Other: _____

3. FEES/SERVICES SCHEDULE

SchoolMessenger is presenting a 5-year price commitment; however, the district is not obligated to commit beyond year 1.

SchoolMessenger 100% Vendor Hosted	Year 1	Year 2	Year 3	Year 4	Year 5
Hosted, Unlimited, \$1.35/stu Based on 50,000 students All staff members are included at no charge Regularly \$3.00/student.	\$67,500	\$67,500	\$67,500	\$67,500	\$67,500
24x7 Access & Support, Unlimited Based on 56 sites Regularly \$100/site	\$0	\$0	\$0	\$0	\$0
Professional Services and all Setup / Integrations	Included	Included	Included	Included	Included
Onsite Training, up to 1 day All end users, administrators and train-the-trainers	Included	Included	Included	Included	Included
TOTAL	\$67,500	\$67,500	\$67,500	\$67,500	\$67,500

**Pricing based on an enrollment of 50,000 students. Actual final price is re-evaluated each year based on per student rate times actual enrollment. No additional charge for staff. No hidden charges or fees.*

PRICING CONSIDERATIONS: SCHOOLMESSENGER FAR EXCEEDS SPECS

Not the least expensive – but the greatest assurance and performance; it is likely that Capistrano Unified School District will receive proposals that are lower than the pricing offered by SchoolMessenger. There is a reason that SchoolMessenger has become the leader across the nation:

- ✓ Stress-tested infrastructure with multiple redundancies and no single point of failure; counted on by thousands of districts (multiple w/ 150,000+ students), the Navy, Coast Guard, and National Guard
- ✓ Robust application with deep feature set including interactivity, dynamically updating lists, instant translation (50+ languages) with quality assurance features, interactive survey module, optional parent web access and more.
- ✓ Unmatched data integration with over 130 data sources, *including Aeries*.
- ✓ Industry leading 24x7x365 customer service and support (US based) proven in thousands of K12 environments

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 Agreement. Hourly rates shall remain fixed for the duration of the contract period.

Title	Hourly Rate

	Contract Price
Price for over 220 users	\$ 67,500
All messaging types	\$ Included
Family Portal Access	\$ Included
Training/online and face-2-face	\$ Included
Data Migration	\$ Included
Integration and Automation	\$ Included
Technical Support during transition	\$ Included
TOTAL CONTRACT PRICE	\$ 67,500

Reliance Communications, LLC
Print Name of Firm

Nate Brogan - Vice President
Representative

56-2299438
Federal I.D. #/License


Authorized Signature

July 12, 2013
Date

EXTENSION OF AGREEMENT NO. C1011052

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Consultant Agreement No. C1011052 called for an original contract period of July 1, 2010 through June 30, 2011.

The agreement with Atkinson, Andelson, Loya, Ruud & Romo shall be extended an additional 12 months, for the period July 1, 2014, through June 30, 2015, at the prices previously negotiated. Annual services under this contract are limited to \$300,000.

Except as set forth in this Extension Agreement, and Board approved on August 24, 2010, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Atkinson, Andelson, Loya, Ruud & Romo

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

CONSULTANT NAME: Atkinson, Andelson, Loya, Ruud & Romo Contract No. C1011052



Consultant Agreement

This AGREEMENT is hereby entered into between the Capistrano Unified School District, hereinafter referred to as "DISTRICT" and Atkinson, Andelson, Loya, Ruud & Romo

hereinafter referred to as "CONSULTANT."

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, CONSULTANT 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 CONSULTANT:** Legal services as required by District.

2. **Term:** CONSULTANT shall commence providing services under this AGREEMENT on July 1, 2010 and will diligently perform as required and complete performance by June 30, 2011.

3. **Compensation:** DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed amount specified by District purchase order as per attached fee schedule Exhibit A and/or proposal Exhibit N/A. DISTRICT shall pay CONSULTANT after receipt of consultant invoice and with approval of a District representative.

CONSULTANT NAME: Atkinson, Andelson, Loya, Ruud & Romo Contract No. C1011052

4. **Expenses:** DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT except as follows:
N/A

5. **Independent Contractor:** CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONSULTANT's employees.

6. **Materials:** CONSULTANT shall furnish, at his/her 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

CONSULTANT'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:** CONSULTANT agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONSULTANT and shall not be copied in whole or in part from any other source, except that submitted to CONSULTANT by DISTRICT as basis for such services.

8. **Copyright/Trademark/Patent:** CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right,

CONSULTANT NAME: Atkinson, Andelson, Loya, Ruud & Romo Contract No. C1011052

title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONSULTANT consents to use of CONSULTANT's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon written notice of intention to terminate for cause. Cause shall include: (a) material violation of the AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed due to CONSULTANT'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 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 charged to and collected from the CONSULTANT. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. **Hold Harmless:** CONSULTANT agrees to and shall defend, indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained arising out of activities/services provided by CONSULTANT or its subcontractors,

5/30/08

3

CONSULTANT NAME: Atkinson, Andelson, Loya, Ruud & Romo Contract No. C1011052

whether authorized by this Agreement or not. CONSULTANT further agrees to waive all rights of subrogation against the DISTRICT. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of DISTRICT or any of its agents or employees.

11. **Insurance:** Pursuant to Section 10, CONSULTANT agrees to carry a commercial general liability insurance and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONSULTANT and DISTRICT against liability or claims of liability, which may arise out of the AGREEMENT. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONSULTANT agrees to name DISTRICT and its officers, agents and employees as additional insured's by separate endorsement under said policy.

12. **Assignment:** The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.

13. **Compliance with Applicable Laws:** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

14. **Permits/Licenses:** CONSULTANT and all CONSULTANT's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

15. **Employment with Public Agency:** CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

CONSULTANT NAME: Atkinson, Andelson, Loya, Ruud & Romo Contract No. C1011052

16. **Entire Agreement/Amendment:** This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. **Nondiscrimination:** CONSULTANT agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

18. **Non-waiver:** The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. **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) 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:

<u>DISTRICT</u>	<u>CONSULTANT</u>
Terry Fluent, Director of Purchasing Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 (949) 234-9441	Atkinson, Andelson, Loya, Ruud & Romo Ms. Karen E. Gilyard 12800 Center Court Drive, Suite 300 Cerritos, CA 90703

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.

CONSULTANT NAME: Atkinson, Andelson, Loya, Ruud & Romo Contract No. C1011052

21. **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, courts costs, and attorneys' fees.

22. **Governing Law:** The laws of the State of California shall govern the terms and conditions of this AGREEMENT with venue in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, the following exhibits, which are attached hereto and incorporated herein: (if applicable)

- a. Exhibit A Fee Schedule/Agreement for Special Services
- b. Exhibit B Hold Harmless & Indemnification
- c. Exhibit C Insurance Requirements

CONSULTANT NAME: Atkinson, Andelson, Loya, Ruud & Romo Contract No. C1011052

This AGREEMENT is entered into this 25th Day of August 2010.

DISTRICT:

CONSULTANT:

By: Terry Fluent
Terry Fluent, Director of Purchasing

By: Karen E. Gilyard
Signature

Karen E. Gilyard
Printed Name

Partner
Title

August 24, 2010
Board Approval Date

95-3378600
Social Security or Taxpayer Identification

AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services (the "Agreement") is made this 1st day of July, 2010, between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation, hereinafter referred to as "Attorney" or the "Law Firm" and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter referred to as "District".

II. RECITALS; PURPOSE; MATTERS

The District desires to retain and engage the Law Firm to perform legal services related to special education on District's behalf, and the Law Firm is willing to accept said engagement on the terms and conditions contained in this Agreement. Attorney agrees to provide legal services to the District, including representation in administrative and court proceedings, as requested by the District. The place and time for such services are to be designated by the Superintendent of the District or designee.

III. TERMS AND CONDITIONS

A. The term of this Agreement shall be for one year, commencing July 1, 2010, through June 30, 2011. For the period July 1, 2010, through June 30, 2011, the District hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates: Two Hundred Thirty Dollars (\$230.00) for Senior Partners, Two Hundred Twenty-Five Dollars (\$225.00) for Partners, Two Hundred Ten Dollars (\$210.00) for Senior Associates, Two Hundred Five Dollars (\$205.00) for Associates, One Hundred Thirty-Five Dollars (\$135.00) for Senior Paralegals, and One Hundred Thirty Dollars (\$130.00) for Paralegals and Legal Assistants (see Attachment A). The Law Firm shall bill in quarter-hour increments.

B. Agreements for legal fees at other than the hourly rates set forth above may be made by written mutual agreement for special projects or particular scopes of work. In the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

C. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the Superintendent or designee's prior approval in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of the District in the event a particular cost item totals \$2,000.00 or less. Typical cost items include, by way of example and not limitation, document preparation and word processing, long distance telephone charges, fax/telecopy charges, copying charges, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness

Exhibit A

fees, investigative fees, etc. If the Law Firm retains, with authorization from the District, experts or consultants for the benefit of the District, rather than the District contracting directly with any expert or consultant, it is agreed that the District shall pay a five percent (5%) fee ("consultant processing fee") on such expert and consultant costs paid by the Law Firm in order to offset certain costs to the Law Firm resulting from administering and initially paying such expert and consultant fees on behalf of the District.

D. A detailed description of the attorney work performed and the costs advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statements, will be due to the Law Firm from District by the 10th of each month, unless other arrangements are made. In the event there are retainer funds of the District in the Law Firm's Trust account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit therefor will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

E. The District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects: (a) the legal services performed; and (b) the proper charge for those legal services.

F. The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District including, but not limited to, attending mandatory court hearings and other appearances and providing necessary information and documentation to enable the Law Firm to adequately represent the District.

G. The District has the right, at any time, and either with or without good cause, to discharge the Law Firm as the District's attorneys. In the event of such a discharge of the Law Firm by the District, however, any and all unpaid attorneys' fees and costs owing to the Law Firm from the District shall be immediately due and payable.

H. The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District upon the occurrence of any one or more of the following events:

1. Upon order of Court requiring the Law Firm to discontinue the performance of said legal services;
2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue legal services for the District;
3. Upon the failure of the District to perform any of the District's obligations hereunder as respects the payment of the Law Firm's fees and costs advanced; or

4. Upon the failure of the District to perform any of the District's obligations hereunder as respects cooperation with the Law Firm in connection with the Law Firm's representation of the District.

I. In the event that the Law Firm ceases to perform legal services for the District as hereinabove provided, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees or costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in Court on its behalf, the District will promptly execute an appropriate Substitution of Attorney form.

J. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

K. It is understood and agreed that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

IV. CONSENT TO LAW FIRM COMMUNICATION

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of Breakfast Briefings, conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. These email notices are a convenient way to keep the District administrators apprised of important legal changes. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right of unsubscribe at any time.

V. ARBITRATION

The parties agree that all disputes which arise between the District and the Law Firm, whether financial or otherwise regarding the attorney-client relationship, shall be resolved by binding arbitration. The parties agree to waive their right to a jury trial and to an appeal.

VI. DURATION

This Agreement shall be effective July 1, 2010, through June 30, 2011, and thereafter shall continue from month-to-month at the then current hourly rate set forth herein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

VII. EXECUTION DATE

This Agreement is entered into this _____.

"Law Firm"

ATKINSON, ANDELSON, LOYA, RUUD &
ROMO

Dated: _____

By: _____
KAREN E. GILYARD

"District"

CAPISTRANO UNIFIED SCHOOL DISTRICT

Dated: _____

By: _____

ATTACHMENT A**Atkinson, Andelson, Loya, Ruud & Romo****2010-2011 HOURLY RATES (SPECIAL EDUCATION)****FOR****CAPISTRANO UNIFIED SCHOOL DISTRICT**

<u>Senior Partners</u>	\$230.00
<u>Partners</u>	\$225.00
<u>Senior Associates</u>	\$210.00
<u>Associates</u>	\$205.00
<u>Senior Paralegals</u>	\$135.00
<u>Paralegals and Legal Assistants</u>	\$130.00

Consultant Name: Atkinson, Andelson, Loya, Ruud & Romo
Contract No. C1011052



Hold Harmless and Indemnification

Attorney 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, contractual liability, and damage to property sustained or claimed to have been sustained arising out of the activities/services rendered by Attorney, its officers, agents and employees or its subcontractors, whether authorized by this Agreement or not. Attorney 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.

Exhibit B

Consultant Name: Atkinson, Andelson, Loya, Ruud & Romo Contract No. C1011052



Insurance

Attorney shall procure and maintain, during the term of this Agreement, policies of insurance with insurers and coverage forms satisfactory to the District and with a minimum A.M. Best rating of A/VII as follows:

- Commercial General Liability \$1,000,000 minimum limit per occurrence
 incl. Contractual Liab., and \$2,000,000 minimum general aggregate
 Broad Form Property Damage
- Professional Liability: \$1,000,000 minimum limit per occurrence
 (Errors & Omissions) \$2,000,000 minimum general aggregate
- Automobile Liability: \$1,000,000 minimum limit per occurrence
- Workers' Compensation: As required by the California Labor Code
- Employers' Liability: \$1,000,000 minimum limit

Attorney shall provide to the District evidence of the required insurance by issuance of an original Certificate of Insurance at least ten days prior to the beginning of the term of this Agreement. Such certificate shall contain a 30 days written notice of cancellation or reduction in coverage. Any lapse of insurance coverage required by this Agreement shall be a breach of the Agreement and grounds for immediate termination of this Agreement by District.

Exhibit C

Page 1 of 2

Consultant Name: Atkinson, Andelson, Loya, Ruud & Romo Contract No. C1011052

The Capistrano Unified District, it's Board, officers, agents and employees shall be named an Additional Insured, by separate endorsement, to Attorney's Commercial General Liability (not Professional Liability) and Automobile Liability policies. Any insurance or self-insurance maintained by Attorney shall be primary and any insurance or self-insurance maintained by District shall be non-contributing.

The insurance coverage's and limits required shall not in any way limit the liability of Attorney.

Governing Law

This Agreement shall be governed by the laws of the State of California with venue to Orange County, California.

Severability

If any provisions of this Agreement are held by a court of law to be illegal, invalid or unenforceable, the remaining provisions of the Agreement shall be legal, valid and enforceable.

Waiver

The waiver by District of a breach of any provision of the Agreement by Attorney shall not operate or be construed as a waiver of any other or subsequent breach by Attorney.

Exhibit C

Page 2 of 2

EXTENSION OF AGREEMENT
BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Contract C1011052 called for an original contract period of July 1, 2010 through June 30, 2011 with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by California Education code 17596.

The contract with Atkinson, Andelson, Loya, Ruud & Romo pursuant to Contract C1011052, shall be extended an additional 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 Amendment to Agreement, and Board approved on August 24, 2010, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: 
Signature

Terry Fluent

Director, Purchasing

Date: 8/9/11

CONTRACTOR

Atkinson, Andelson, Loya, Ruud & Romo

By: 
Signature

Karen E. Gilyard
Print Name

Partner
Title

Date: 5/31/2011

ATTACHMENT A

Atkinson, Andelson, Loya, Ruud & Romo

2011-2012 HOURLY RATES (SPECIAL EDUCATION)

FOR

CAPISTRANO UNIFIED SCHOOL DISTRICT

<u>Senior Partners</u>	\$230.00
<u>Partners</u>	\$225.00
<u>Senior Associates</u>	\$210.00
<u>Associates</u>	\$205.00
<u>Senior Paralegals</u>	\$135.00
<u>Paralegals and Legal Assistants</u>	\$130.00

EXTENSION OF CONSULTANT AGREEMENT NO. C1011052

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

ATKINSON, ANDELSON, LOYA, RUUD & ROMO


The Consultant Agreement between Capistrano Unified School District and Atkinson, Andelson, Loya, Ruud & Romo, called for an original contract period of July 1, 2010 through June 30, 2011, with two (2) one year options to renew upon mutual written agreement of the Parties.

The contract with Atkinson, Andelson, Loya, Ruud & Romo shall be extended an additional 12 months for the period of July 1, 2012 through June 30, 2013, at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on August 24, 2010, all other terms and conditions of the contract remain in full force and effect.

Capistrano Unified School District

Atkinson, Andelson, Loya, Ruud & Romo

By: 
Signature

By: 
Signature

Terry Fluent

Karen E. Gilyard
Print Name

Director, Purchasing

Partner
Title

Date: 7/17/12

Date: 6/26/2012

Exhibit A

ATKINSON, ANDELSON, LOYA, RUUD & ROMO
2012-2013 HOURLY RATES (SPECIAL EDUCATION)
FOR
CAPISTRANO UNIFIED SCHOOL DISTRICT

<u>Senior Partners</u>	\$230.00
<u>Partners</u>	\$225.00
<u>Senior Associates</u>	\$210.00
<u>Associates</u>	\$205.00
<u>Senior Paralegals</u>	\$135.00
<u>Paralegals and Legal Assistants</u>	\$130.00

EXTENSION OF AGREEMENT NO. C1011052

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Consultant Agreement No. C1011052 called for an original contract period of July 1, 2010 through June 30, 2011.

The agreement with Atkinson, Andelson, Loya, Ruud & Romo shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$150,000.

Except as set forth in this Extension Agreement, and Board approved on August 24, 2010, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Atkinson, Andelson, Loya, Ruud & Romo

By: _____

Signature

Terry Fluent

Director, Purchasing

Date: _____

9/5/13

By: _____

Signature

Karen E. Gilyard

Print Name

Partner

Title

Date: _____

6-4-2013

Exhibit A
ATKINSON, ANDELSON, LOYA, RUUD & ROMO

CERRITOS
(562) 653-3200
FAX (562) 653-3333
FRESNO
(559) 225-6700
FAX (559) 225-3416
PLEASANTON
(925) 227-9200
FAX (925) 227-9202

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
20 PACIFICA, SUITE 400
IRVINE, CALIFORNIA 92618-3371
(949) 453-4260
FAX (949) 453-4262
WWW.AALRR.COM

RIVERSIDE
(951) 683-1122
FAX (951) 683-1144
SACRAMENTO
(916) 923-1200
FAX (916) 923-1222
SAN DIEGO
(858) 485-9526
FAX (858) 485-9412

OUR FILE NUMBER:
005791 00001
11184518 1

April 23, 2013

Donna Antifae
Buyer/Planner, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, California 92675

Re: Extension of Contract No. C1011052 - Legal Services

Dear Ms. Antifae:

Your correspondence of April 16, 2013 regarding the extension of the legal services contract between the District and our firm was forwarded to us for review and response.

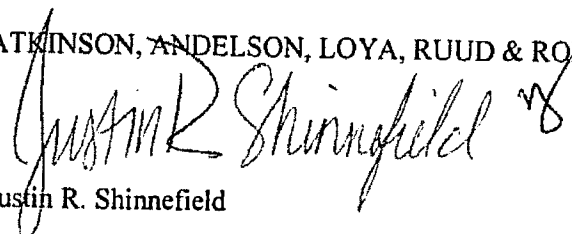
As you may know, our firm has worked with Capistrano Unified for several years. In light of the current fiscal crisis, and to demonstrate our commitment to the District, the firm has applied a 7% discount to each invoice received during the current 2012-2013 school year. Since receiving your correspondence, the attorneys who serve your District have interacted with various District administrators regarding their anticipated legal needs in the upcoming school year, as well as their expectations of AALRR attorneys. Based on these discussions, the firm's partners have decided to propose we extend our current arrangement for the 2013-2014 school year. Accordingly, the District would continue to receive a 7% discount on each invoice.

If you have any questions regarding our proposal, please do not hesitate to call. If any additional information is needed at this time, please let us know.

Thank you, and we look forward to working with Capistrano Unified.

Sincerely,

ATKINSON, ANDELSON, LOYA, RUUD & ROMO


Justin R. Shinnfield

cc: Karen E. Gilyard


Anthony P. De Marco

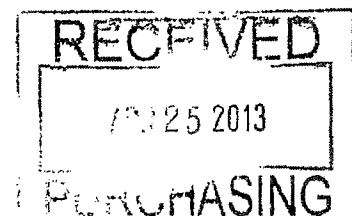


Exhibit A

ATKINSON, ANDELSON, LOYA, RUUD & ROMO
2012-2013 HOURLY RATES (SPECIAL EDUCATION)
FOR
CAPISTRANO UNIFIED SCHOOL DISTRICT

<u>Senior Partners</u>	\$230.00
<u>Partners</u>	\$225.00
<u>Senior Associates</u>	\$210.00
<u>Associates</u>	\$205.00
<u>Senior Paralegals</u>	\$135.00
<u>Paralegals and Legal Assistants</u>	\$130.00

AMENDMENT TO CONSULTANT AGREEMENT NO. C1011052

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

The Agreement between Capistrano Unified School District and Atkinson, Andelson, Loya, Ruud & Romo was extended for the period of July 1, 2013, through June 30, 2014.

The total cost of services requested by the District and provided by the Consultant under this Agreement shall not exceed \$300,000 annually. This amount may be increased by mutual agreement of both parties by written amendment.

Except as set forth in this amendment, and Board approved on August 24, 2010, all other terms and conditions of the contract remain in full force and effect.

Capistrano Unified School District

Atkinson, Andelson, Loya, Ruud & Romo

By: Terry Fluent
Signature

By: Karen E. Gilyard
Signature

Terry Fluent

Karen E. Gilyard
Print Name

Director, Purchasing

Partner
Title

Date: 10/14/13

Date: 9-24-2013

EXTENSION OF AGREEMENT NO. C1011064

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

STUTZ, ARTIANO, SHINOFF & HOLTZ, APC

Consultant Agreement No. C1011064 called for an original contract period of July 1, 2010 through June 30, 2011.

The agreement with Stutz, Artiano, Shinoff & Holtz, APC shall be extended an additional 12 months, for the period July 1, 2014 through June 30, 2015, at the prices previously negotiated. Annual services under this contract are limited to \$250,000.

Except as set forth in this Extension Agreement, and Board approved on September 14, 2010, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Stutz, Artiano, Shinoff & Holtz, APC

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____



Consultant Agreement

This AGREEMENT is hereby entered into between the Capistrano Unified School District, hereinafter referred to as "DISTRICT" and Stutz, Artiano, Shinoff & Holtz, APC

hereinafter referred to as "CONSULTANT."

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, CONSULTANT 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 CONSULTANT:** General legal services as required by District

2. **Term:** CONSULTANT shall commence providing services under this AGREEMENT on July 1, 2010 and will diligently perform as required and complete performance by June 30, 2011.

3. **Compensation:** DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed amount specified by District purchase order as per attached fee schedule Exhibit A and/or proposal Exhibit N/A. DISTRICT shall pay CONSULTANT after receipt of consultant invoice and with approval of a District representative.

4. **Expenses:** DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT except as follows:
N/A

5. **Independent Contractor:** CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONSULTANT's employees.

6. **Materials:** CONSULTANT shall furnish, at his/her 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

CONSULTANT'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:** CONSULTANT agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONSULTANT and shall not be copied in whole or in part from any other source, except that submitted to CONSULTANT by DISTRICT as basis for such services.

8. **Copyright/Trademark/Patent:** CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right,

title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONSULTANT consents to use of CONSULTANT's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon written notice of intention to terminate for cause. Cause shall include: (a) material violation of the AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed due to CONSULTANT'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 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 charged to and collected from the CONSULTANT. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. **Hold Harmless:** CONSULTANT agrees to and shall defend, indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained arising out of activities/services provided by CONSULTANT or its subcontractors,

whether authorized by this Agreement or not. CONSULTANT further agrees to waive all rights of subrogation against the DISTRICT. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of DISTRICT or any of its agents or employees.

11. **Insurance:** Pursuant to Section 10, CONSULTANT agrees to carry a commercial general liability insurance and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONSULTANT and DISTRICT against liability or claims of liability, which may arise out of the AGREEMENT. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONSULTANT agrees to name DISTRICT and its officers, agents and employees as additional insured's by separate endorsement under said policy.

12. **Assignment:** The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.

13. **Compliance with Applicable Laws:** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

14. **Permits/Licenses:** CONSULTANT and all CONSULTANT's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

15. **Employment with Public Agency:** CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

CONSULTANT NAME: Stutz, Artiano, Shinoff & Holtz, APC Contract No. C1011064

16. **Entire Agreement/Amendment:** This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. **Nondiscrimination:** CONSULTANT agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

18. **Non-waiver:** The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. **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) 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:

<u>DISTRICT</u>	<u>CONSULTANT</u>
Terry Fluent, Director of Purchasing Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 (949) 234-9441	Stutz, Artiano, Shinoff & Holtz, APC 31 Hutton Centre Drive, Suite 860 Santa Ana, Ca 92707 (714) 424-9728

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.

CONSULTANT NAME: Stutz, Artiano, Shinoff & Holtz, APC Contract No. C1011064

21. **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, courts costs, and attorneys' fees.

22. **Governing Law:** The laws of the State of California shall govern the terms and conditions of this AGREEMENT with venue in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, the following exhibits, which are attached hereto and incorporated herein: (if applicable)

- a. Exhibit A Attorney-Client Retainer Agreement/Fee Schedule
- b. Exhibit B Hold Harmless
- c. Exhibit C Insurance Requirements

CONSULTANT NAME: Stutz, Artiano, Shinoff & Holtz, APC Contract No. C1011064

This AGREEMENT is entered into this 15th Day of September 2010.

DISTRICT:

CONSULTANT:

By: Terry Fluert

Terry Fluert, Director of Purchasing

By: Daniel R. Shinoff

Signature

Daniel R. Shinoff

Printed Name

Owner

Title

September 14, 2010

Board Approval Date

95-3681411

Social Security or Taxpayer Identification

ATTORNEY - CLIENT RETAINER AGREEMENT

This document (the "Agreement") is the written fee contract that California law requires lawyers to have with their clients. We, Stutz Artiano Shinoff & Holtz, APC ("Attorneys"), agree to provide legal services to Capistrano Unified School District, (the "District") on the terms set forth below:

1. SCOPE OF SERVICES: The District retains us as its Attorneys for the purposes of providing general legal advice and counsel as the District shall from time to time require. We will represent the District on specific litigation as instructed and we will provide research and advise of specific issues as requested by the Superintendent, or the President of the Board.

We will provide all legal services reasonably requested to represent the District's interest.

2. CLIENT'S DUTIES: The Client is the District and not any individual, Board member or administrator. The District agrees to provide specific instruction where services are requested, to abide by this agreement and to pay our bills on time and to cooperate and require its employees to cooperate with us in any activities we undertake on the District's behalf.

3. LEGAL FEES: The District agrees to pay for legal services as follows:

- a. Paralegal services at \$72.00 per hour;
- b. Associate attorneys' time at \$170.00 per hour; and
- c. Partner's time at \$180.00 per hour.

No fee will be charged for general clerical or secretarial services.

Exhibit A (Page 1 of 3)

Bills will be sent monthly, stating clearly the amount, rate, basis for calculation, description and date of service. The District agrees to pay each bill within 30 days. Interest at the rate of 10% may be charged on any unpaid balance.

4. COSTS: All costs, disbursements and litigation expenses are the responsibility of the District. Costs are those expenses which must be paid to third parties or otherwise incurred in the course of the representation. Costs include, but are not limited to, court fees, service or process charges, photocopying services, notary fees, computer assisted legal research, long distance telephone charges, messenger and delivery fees, postage, in-office photocopying at \$.15 per page, facsimile charges, deposition costs, parking fees, mileage at IRS standard business rate, investigation expenses, consultant or expert witnesses and similar items. We agree to obtain written consent before incurring any outside services.

5. NEGOTIATION OF FEES: Attorneys' fees are not set by law, but rather are negotiable between the attorney and client.

6. ARBITRATION CLAUSE: Client and Law Firm are agreeing to have any and all disputes (except where Client may request arbitration of a fee dispute by the State Bar) that arise out of, or relate to this Agreement, including but not limited to claims of negligence or malpractice arising out of or relating to the legal services provided by Law Firm to Client, decided only by binding arbitration in accordance with the provisions of the Code of Civil Procedure section 1280 *et seq.*, and not by court action, except as provided by California law for judicial review of arbitration proceedings. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Law Firm and Client shall each have the right of discovery in connection with any arbitration proceeding in accordance with, and to the full extent allowed by, the

California Rules of Civil Procedure section 1283.05. Client, however, may request arbitration of a fee dispute by the State Bar or San Diego County Bar Association as provided by Business and Professions Code Section 6200, *et seq.*

7. **ERROR AND OMISSIONS INSURANCE:** Attorneys maintain errors and omissions insurance coverage applicable to the services to be rendered under this agreement.

8. **DURATION:** This agreement shall continue unless terminated by either party. Termination shall be effective upon written notice.

DATED: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____
Dr. Joseph Farley, Superintendent

DATED: _____

STUTZ ARTIANO SHINOFF & HOLTZ, APC

By: _____
Daniel R. Shinoff

Consultant Name: Stutz, Artiano, Shinoff & Holtz, APC
Contract No. C1011064



Hold Harmless and Indemnification

Attorney 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, contractual liability, and damage to property sustained or claimed to have been sustained arising out of the activities/services rendered by Attorney, its officers, agents and employees or its subcontractors, whether authorized by this Agreement or not. Attorney 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.

Exhibit B

Consultant Name: Stutz, Artiano, Shinoff & Holtz, APC

Contract No. C1011064



Insurance

Attorney shall procure and maintain, during the term of this Agreement, policies of insurance with insurers and coverage forms satisfactory to the District and with a minimum A.M. Best rating of A/VII as follows:

- Commercial General Liability \$1,000,000 minimum limit per occurrence
 incl. Contractual Liab., and \$2,000,000 minimum general aggregate
 Broad Form Property Damage
- Professional Liability: \$1,000,000 minimum limit per occurrence
 (Errors & Omissions) \$2,000,000 minimum general aggregate
- Automobile Liability: \$1,000,000 minimum limit per occurrence
- Workers' Compensation: As required by the California Labor Code
- Employers' Liability: \$1,000,000 minimum limit

Attorney shall provide to the District evidence of the required insurance by issuance of an original Certificate of Insurance at least ten days prior to the beginning of the term of this Agreement. Such certificate shall contain a 30 days written notice of cancellation or reduction in coverage. Any lapse of insurance coverage required by this Agreement shall be a breach of the Agreement and grounds for immediate termination of this Agreement by District.

Exhibit C

Page 1 of 2

Consultant Name: Stutz, Artiano, Shinoff & Holtz, APC

Contract No. C1011064

The Capistrano Unified District, it's Board, officers, agents and employees shall be named an Additional Insured, by separate endorsement, to Attorney's Commercial General Liability (not Professional Liability) and Automobile Liability policies. Any insurance or self-insurance maintained by Attorney shall be primary and any insurance or self-insurance maintained by District shall be non-contributing.

The insurance coverage's and limits required shall not in any way limit the liability of Attorney.

Governing Law

This Agreement shall be governed by the laws of the State of California with venue to Orange County, California.

Severability

If any provisions of this Agreement are held by a court of law to be illegal, invalid or unenforceable, the remaining provisions of the Agreement shall be legal, valid and enforceable.

Waiver

The waiver by District of a breach of any provision of the Agreement by Attorney shall not operate or be construed as a waiver of any other or subsequent breach by Attorney.

Exhibit C


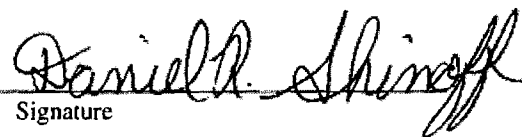
Page 2 of 2

EXTENSION OF AGREEMENT
BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
STUTZ, ARTIANO, SHINOFF & HOLTZ APC

Contract C1011064 called for an original contract period of July 1, 2010 through June 30, 2011 with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by California Education code 17596.

The contract with Stutz, Artiano, Shinoff & Holtz APC pursuant to Contract C1011064, shall be extended an additional 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 Amendment to Agreement, and Board approved on September 14, 2010, all other terms of the contract remain in full force and effect.

<u>DISTRICT</u>	<u>CONTRACTOR</u>
Capistrano Unified School District	Stutz, Artiano, Shinoff & Holtz APC
By: <u></u>	By: <u></u>
Signature	Signature
<u>Terry Fluent</u>	<u>Daniel R. Shinoff</u>
Print Name	Print Name
<u>Director, Purchasing</u>	<u>Owner</u>
Title	Title
Date: <u>8/22/11</u>	Date: <u>8/15/11</u>

2488 Historic Decatur Road
Suite 200
San Diego, CA 92106-6113
619.232.3122
Fax 619.232.3264
www.stutzartiano.com



Daniel R. Shinoff
dshinoff@stutzartiano.com

May 20, 2011

Terry Fluent
Director, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

**Re: Capistrano Unified School District/Stutz Artiano Shinoff & Holtz
Legal Services - Contract No. C1011064**

Dear Ms. Fluent:

We certainly appreciate the current financial plight of the public education system, and we are pleased to submit the following proposal for continued legal services.

	CURRENT LEGAL FEES:	Proposed Legal Fees for July 1, 2011 - June 30, 2012:	Proposed Legal Fees for July 1, 2012 - June 30, 2013:
Partner	\$180.00/hour	\$180.00/hour	\$180.00/hour
Associate	\$170.00/hour	\$170.00/hour	\$170.00/hour
Paralegal	\$72.00/hour	\$72.00/hour	\$72.00/hour

We are aware our rates are well below market for educational law specialists, and we therefore propose a two-year freeze on our current rates.

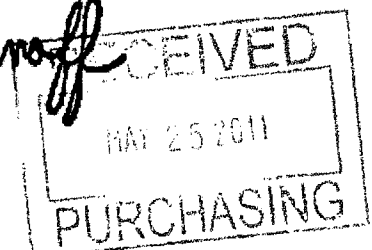
We greatly appreciate your consideration and look forward to a continued successful relationship with Capistrano Unified School District.

Very truly yours,
STUTZ ARTIANO SHINOFF & HOLTZ
A Professional Corporation

Daniel R. Shinoff
Daniel R. Shinoff

/rsr

@PFDesktop: ODMA\WORLD\OX\G\DATA\1411\ICQ\50051937.WPD



EXTENSION OF AGREEMENT NO. C1011064

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

STUTZ, ARTIANO, SHINOFF & HOLTZ APC

Consultant Agreement No. C1011064 called for an original contract period of July 1, 2010 through June 30, 2011.

The contract with Stutz, Artiano, Shinoff & Holtz APC, shall be extended an additional 12 months, for the period July 1, 2012 through June 30, 2013, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 23, 2012.

The total cost of services requested by District and provided by Contractor under this extension shall not exceed \$250,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on September 14, 2010, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

Stutz, Artiano, Shinoff & Holtz APC

By: Terry Fluett
Signature

By: Daniel R. Shinoff
Signature

Terry Fluett

Daniel R. Shinoff
Print Name

Director, Purchasing

Owner
Title

Date: 7/18/12

Date: 7/11/12



dshinoff@stulzortiano.com

Terry Fluent
Director, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

Dear Ms. Fluent:

	CURRENT LEGAL FEES:	Proposed Legal Fees for July 1, 2011 - June 30, 2012:	Proposed Legal Fees for July 1, 2012 - June 30, 2013:
Partner	\$180.00/hour	\$180.00/hour	\$180.00/hour
Associate	\$170.00/hour	\$170.00/hour	\$170.00/hour
Paralegal	\$72.00/hour	\$72.00/hour	\$72.00/hour

We greatly appreciate your consideration and look forward to a continued successful relationship with Capistrano Unified School District.

Daniel R. Shinoff
Daniel R. Shinoff

REFID: A105- DATAWORKING/DAT-V711-10050051917-870

EXTENSION OF AGREEMENT NO. C1011064

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

STUTZ, ARTIANO, SHINOFF & HOLTZ, APC

Consultant Agreement No. C1011064 called for an original contract period of July 1, 2010 through June 30, 2011.

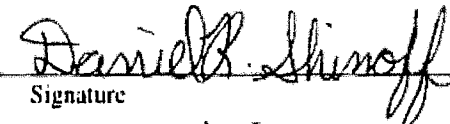
The agreement with Stutz, Artiano, Shinoff & Holtz, APC shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$250,000.

Except as set forth in this Extension Agreement, and Board approved on September 14, 2010, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Stutz, Artiano, Shinoff & Holtz, APC

By: 
Signature

By: 
Signature

Terry Fluent

Daniel R. Shinoff
Print Name

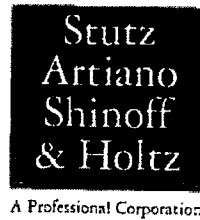
Director, Purchasing

Owner
Title

Date: 7/10/13

Date: 6/2/13

2488 Historic Decatur Road
 Suite 200
 San Diego, CA 92106-6113
 619.232.3122
 Fax 619.232.3264
 www.stutzartiano.com



Daniel R. Shinoff
 dshinoff@stutzartiano.com

April 16, 2013

Terry Fluent
 Director, Purchasing
 Capistrano Unified School District
 33122 Valle Road
 San Juan Capistrano, CA 92675

**Re: Capistrano Unified School District/Stutz Artiano Shinoff & Holtz
 Legal Services - Contract No. C1011064**

Dear Ms. Fluent:

We certainly appreciate the current financial plight of the public education system, and we are pleased to submit the following proposal for continued legal services.

	CURRENT LEGAL FEES:	Proposed Legal Fees for July 1, 2013 - June 30, 2014:	Proposed Legal Fees for July 1, 2014 - June 30, 2015:
Partner	\$180.00/hour	\$180.00/hour	\$180.00/hour
Associate	\$170.00/hour	\$170.00/hour	\$170.00/hour
Paralegal	\$72.00/hour	\$72.00/hour	\$72.00/hour

We are aware our rates are well below market for educational law specialists, and we therefore propose a two-year freeze on our current rates.

We greatly appreciate your consideration and look forward to a continued successful relationship with Capistrano Unified School District.

Very truly yours,
 STUTZ ARTIANO SHINOFF & HOLTZ
 A Professional Corporation

 Daniel R. Shinoff

/rsr

@PFDesktop\ODMA\WORLD\G\DATA\14111\CO\S0114095 WPD

EXTENSION OF AGREEMENT
BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
CR&R INCORPORATED

Bid No. 1112-06 – Service to Collect, Recycle, and Dispose of Solid Waste Districtwide, called for an original contract period of August 9, 2011 through June 30, 2012, with an option to extend the contract in four 12-month increments for an option period not to exceed 60 consecutive months as allowed by California Education Code 17596.

The contract with CR&R Incorporated, pursuant to Bid No. 1112-06, shall be extended an additional 12 months, for the period July 1, 2014 through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on June 11, 2014.

The total cost of services request by District and provided by Contractor under this extension shall not exceed \$200,000.

Except as set forth in this Extension Agreement, and Board approved on August 8, 2011, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

CR&R Incorporated

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

Exhibit A

Capistrano Unified School District

Bid No. 1112-06

**Service to Collect, Recycle, and Dispose of Solid Waste Districtwide
CR&R Incorporated**

Bid Price Sheet

July 1, 2014 – June 30, 2015

3-cubic-yard “permanent” METAL REFUSE BINS

	1 per wk	2 per wk	3 per wk	4 per wk	5 per wk
1 bin	\$ 84.72	\$ 85.77	\$ 86.84	\$ 87.89	\$ 88.95
2 bins	\$ 169.44	\$ 171.54	\$ 173.68	\$ 175.78	\$ 177.90
3 bins	\$ 254.16	\$ 257.31	\$ 260.52	\$ 263.67	\$ 266.85
4 bins	\$ 338.88	\$ 343.08	\$ 347.36	\$ 351.56	\$ 355.80
5 bins	\$ 423.60	\$ 428.85	\$ 434.20	\$ 439.45	\$ 444.75
6 bins	\$ 508.32	\$ 514.62	\$ 521.04	\$ 527.34	\$ 533.70
7 bins	\$ 593.04	\$ 600.39	\$ 607.88	\$ 615.23	\$ 622.65
8 bins	\$ 667.76	\$ 686.16	\$ 694.72	\$ 703.12	\$ 711.60

Cost of extra pick-up/on call pick up: \$ 19.04

21’longx8’widex8’high “Recycle Bin”

	1 per wk	2 per wk	3 per wk	4 per wk	5 per wk
1 bin	\$ 47.07	\$ 48.13	\$ 49.18	\$ 50.24	\$ 51.29
2 bins	\$ 94.14	\$ 96.26	\$ 98.36	\$ 100.48	\$ 102.58
3 bins	\$ 141.21	\$ 144.39	\$ 147.54	\$ 150.72	\$ 153.87

Cost of extra pick-up/on call pick up: \$ 19.04

Temporary Bins	Cost	Disposal Cost Per Ton
40-yard roll-off bin	\$ 94.13	\$ 58.00
Low-boy construction bin	\$ 94.13	\$ 58.00
10-foot storage container	\$ 3.17	\$
20-foot storage container	\$ 3.17	\$
21-foot storage container	\$ 3.17	\$
26-foot storage container	\$ 3.17	\$
40-foot storage container	\$ 3.17	\$



environmental services



May 7, 2014

Ms. Vicki Byers, Buyer/Planner, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, California 92675

**Re: Request for Continuance of Contract for Waste and Recycling Services
Bid No. 1112-06**

Dear Ms. Byers:

CR&R respectfully requests a one-year extension of the existing agreement to provide solid waste collection and disposal and the recyclable material collection services for the Capistrano Unified School District. Our current contract for services will expire on June 30, 2014. CR&R would like to renew at the current rates per Exhibit A.

We are pleased to be of service to the Capistrano Unified School District and look forward to a continued partnership in the community. Please call me at any time to review and discuss this request in further detail.

Very truly yours,

George Lazaruk

George Lazaruk
Vice President
949.463.5805 cellular

CC: Maria Lazaruk

11292 Western Ave.
P.O. Box 125
Stanton, CA 90680-2912

t: 800.826.9677
t: 714.826.9049
f: 714.890.6347

crwasteservices.com

**SERVICE TO COLLECT, RECYCLE, AND DISPOSE
OF SOLID WASTE DISTRICTWIDE**

Bid No. 1112-06

SERVICE CONTRACT AGREEMENT

THIS CONTRACT made and entered into this 1st day of September, 2011 by and between CR&R Incorporated, hereinafter called the "CONTRACTOR" and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the "DISTRICT."

WITNESSETH: The parties do hereby contract and agree as follows:

1. The term of this Contract shall be for the period beginning September 1, 2011, and ending June 30, 2012. Option to continue service for additional twelve (12) months at expiration of Agreement may be exercised by the District providing thirty (30) days written notice is given and accepted by Contractor. Contract is not to exceed a total period of five (5) years.
2. The Contractor shall furnish services to the District at the prices submitted on their Price Matrix.

PRICE MATRIX

3-cubic-yard "permanent" METAL REFUSE BINS

	1 per wk	2 per wk	3 per wk	4 per wk	5 per wk
1 bin	\$ 80.10	\$ 81.10	\$ 82.10	\$ 83.10	\$ 84.10
2 bins	\$ 160.20	\$ 162.20	\$ 164.20	\$ 166.20	\$ 168.20
3 bins	\$ 240.30	\$ 243.30	\$ 246.30	\$ 249.30	\$ 252.30
4 bins	\$ 320.40	\$ 324.40	\$ 328.40	\$ 332.40	\$ 336.40
5 bins	\$ 400.50	\$ 405.50	\$ 410.50	\$ 415.50	\$ 420.50
6 bins	\$ 480.60	\$ 486.60	\$ 492.60	\$ 498.60	\$ 504.60
7 bins	\$ 560.70	\$ 567.70	\$ 574.70	\$ 581.70	\$ 588.70
8 bins	\$ 640.80	\$ 648.80	\$ 656.80	\$ 664.80	\$ 672.80

Cost of extra pick-up/on call pick up: \$ 18.00

PRICE MATRIX




Temporary Bins	Cost	Disposal Cost
40-yard roll-off bin	\$ 89.00	\$ 44.00/ton
Low-boy construction bin	\$ 89.00	\$ 44.00/ton
10-foot storage container	\$ 2.99/day	\$ --
20-foot storage container	\$ 2.99/day	\$ --
21-foot storage container	\$ 2.99/day	\$ --
26-foot storage container	\$ 2.99/day	\$ --
40-foot storage container	\$ 2.99/day	\$ --

SPECIAL CONDITIONS

Bid No. 1112-06

Service To Collect, Recycle & Dispose Of Solid Waste Districtwide

CR&R Incorporated

-  • Beginning September 1, 2011, CR&R to change out or refurbish all bins - trash and recycle - throughout the District.
-  • District will schedule quarterly meetings with CR&R. First meeting to be mid November 2011, second meeting to be mid February 2012, third meeting to be determined.
-  • Copies of all disbursements checks and pick-up receipts for recycle program to be forwarded to:
Capistrano Unified School District
Terry Fluent, Director, Purchasing
33122 Valle Road
San Juan Capistrano, CA 92675

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

CR&R INCORPORATED

Bid No. 1112-06 – Service to Collect, Recycle, and Dispose of Solid Waste Districtwide, called for an original contract period of August 9, 2011 through June 30, 2012, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by California Education Code 17596.

The contract with CR&R Incorporated, pursuant to Bid No. 1112-06, shall be extended an additional 12 months, for the period July 1, 2012 through June 30, 2013, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 14, 2012.

The total cost of services request by District and provided by Contractor under this extension shall not exceed \$200,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on August 8, 2011, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: Terry Fluent
Signature

Terry Fluent

Director, Purchasing

Date: 6/13/12

CONTRACTOR

CR&R Incorporated

By: George Lazaruk
Signature

George LAZARUK
Print Name

Vice President
Title

Date: 6-5-12

Attachment A

Proposed Rates Effective July 1, 2012

Price Change 3.53%

REFUSE	CURRENT 1 X WK	PROPOSED 2 X WK	CURRENT 3 X WK	PROPOSED 4 X WK	CURRENT 5 X WK	PROPOSED
1 BIN	80.10	82.93	81.10	83.96	82.10	85.00
2 BINS	160.20	165.86	162.20	167.93	164.20	170.00
3 BINS	240.30	248.78	243.30	251.89	246.30	254.99
4 BINS	320.40	331.71	324.40	335.85	328.40	339.99
5 BINS	400.50	414.64	405.50	419.81	410.50	424.99
6 BINS	480.60	497.57	486.60	503.78	492.60	509.99
7 BINS	560.70	580.49	567.70	587.74	574.70	594.99
8 BINS	640.80	663.42	648.80	671.70	656.80	679.99
ADDTL PU	18.00	18.64				
RECYCLE						
1 BIN	44.50	46.07	45.50	47.11	46.50	48.14
2 BINS	89.00	92.14	91.00	94.21	93.00	96.28
3 BINS	133.50	138.21	136.50	141.32	139.50	144.42
ADDTL PU	18.00	18.64				
TEMPORARY BINS						
40 YARD ROLL OFF	89.00	92.14				
LOWBOY CONSTRUCTION	89.00	92.14				
10 STORAGE CONTAINER	2.99	3.10				
20 STORAGE CONTAINER	2.99	3.10				
21 STORAGE CONTAINER	2.99	3.10				
26 STORAGE CONTAINER	2.99	3.10				
40 STORAGE CONTAINER	2.99	3.10				



CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
TELEPHONE: (949) 234-9441/FAX: 493-4083 www.capousd.org

BOARD OF TRUSTEES
GARY PRITCHARD, PH. D.
PRESIDENT

JOHN M. ALPAY
VICE PRESIDENT

LYNN HATTON
CLERK

ELLEN M. ADDONIZIO

JACK R. BRICK

ANNA BRYSON

SUE PALAZZO

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

April 2, 2012

George Lazaruk
Vice-President
CR&R Incorporated
11292 Western Avenue
Stanton, CA 90680

Subject: Bid No. 1112-06 – Service to Collect, Recycle, and Dispose of Solid Waste Districtwide

Dear Mr. Lazaruk:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2012.

Superintendent of Public Instruction Tom Torlakson has announced the state's public education system is in a state of "financial emergency". As a result of this emergency and the impact on the students of Capistrano Unified School District, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2012 through June 30, 2013. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by April 25, 2012.**

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9437.

Sincerely,

Vicki Byers
Buyer/Planner, Purchasing

enc.

**SERVICE TO COLLECT, RECYCLE, AND DISPOSE
OF SOLID WASTE DISTRICTWIDE**
Bid No. 1112-06

SERVICE CONTRACT AGREEMENT

THIS CONTRACT made and entered into this 1st day of September, 2011 by and between CR&R Incorporated, hereinafter called the "CONTRACTOR" and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the "DISTRICT."

WITNESSETH: The parties do hereby contract and agree as follows:

1. The term of this Contract shall be for the period beginning September 1, 2011, and ending June 30, 2012. Option to continue service for additional twelve (12) months at expiration of Agreement may be exercised by the District providing thirty (30) days written notice is given and accepted by Contractor. Contract is not to exceed a total period of five (5) years.
2. The Contractor shall furnish services to the District at the prices submitted on their Price Matrix.

PRICE MATRIX

3-cubic-yard "permanent" METAL REFUSE BINS

	1 per wk	2 per wk	3 per wk	4 per wk	5 per wk
1 bin	\$ 80.10	\$ 81.10	\$ 82.10	\$ 83.10	\$ 84.10
2 bins	\$ 160.20	\$ 162.20	\$ 164.20	\$ 166.20	\$ 168.20
3 bins	\$ 240.30	\$ 243.30	\$ 246.30	\$ 249.30	\$ 252.30
4 bins	\$ 320.40	\$ 324.40	\$ 328.40	\$ 332.40	\$ 336.40
5 bins	\$ 400.50	\$ 405.50	\$ 410.50	\$ 415.50	\$ 420.50
6 bins	\$ 480.60	\$ 486.60	\$ 492.60	\$ 498.60	\$ 504.60
7 bins	\$ 560.70	\$ 567.70	\$ 574.70	\$ 581.70	\$ 588.70
8 bins	\$ 640.80	\$ 648.80	\$ 656.80	\$ 664.80	\$ 672.80

Cost of extra pick-up/on call pick up: \$ 18.00

PRICE MATRIX

Temporary Bins	Cost	Disposal Cost
40-yard roll-off bin	\$ 89.00	\$ 44.00/ton
Low-boy construction bin	\$ 89.00	\$ 44.00/ton
10-foot storage container	\$ 2.99/day	\$ --
20-foot storage container	\$ 2.99/day	\$ --
21-foot storage container	\$ 2.99/day	\$ --
26-foot storage container	\$ 2.99/day	\$ --
40-foot storage container	\$ 2.99/day	\$ --

April 12, 2012

Ms. Vicki Byers
Buyer/Planner, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, California 92675

Subject: Bid No. – Service to Collect, Recycle, and Dispose of Solid Waste Districtwide

Dear Ms. Byers:

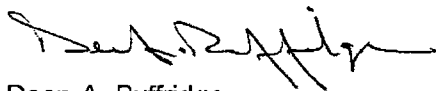
C R & R Incorporated is in receipt of your letter addressed to Mr. George Lazaruk regarding your interests in the second year of our five year service proposal for Solid Waste Services Districtwide. We fully understand the School's situation with budgets and cuts from the State and have continued to support your needs in many ways.

As you know, in past contracts with CUSD, we implemented annual reductions in rates. With the Board's decision to Bid this contract last year, CR&R substantially reduced our rates to the tune of approximately \$11,000 of monthly savings to the School District. We have no room to further reduce our charges to the CUSD Board unless the individual sites want to reduce service or collection schedules.

As stated in your Request for Proposals, an annual rate adjustment is allowed in Option Years beyond year one. Our entire industry has had increases in labor from the new Labor contract signed by all haulers last fall, fuel has gone up substantially since our bid was submitted, and disposal has gone up 6% with Orange County in the last two years (see attached notes from OC Waste and Recycling). As such, we cannot lower our rates per your request, but must request your consideration in at the very least the same CPI increase (3.53%) as was implemented by OC Waste and Recycling throughout the OC Landfill system.

As always, it's a pleasure being of service to the Capistrano Unified School District, and being involved with quality people at CUSD.

Respectfully submitted,



Dean A. Ruffridge,
Senior Vice President

CC George Lazaruk
David Ronnenberg

CR&R INCORPORATED
11292 WESTERN AVE.
P.O. BOX 125
STANTON, CA 90680
800.826.9677
714.826.9049
714.890.6347 Fax

March 8, 2012

CR&R Incorporated
Mr. Dean Ruffridge
11292 Western Avenue
Stanton, CA 90680

Subject: Waste Disposal Agreement Contract Rate

Dear Mr. Ruffridge:

In accordance with the existing Waste Disposal Agreement, OC Waste & Recycling is contractually obligated to provide the Facility Operator notice of adjustment to the contract rate on an annual basis effective July 1st of each year. Such notice shall contain the escalation calculation of the adjustment set forth in Section 4.2(F) of the waste disposal agreement.

This letter serves as your official notice that the adjusted contract rate is effective July 1, 2012 and will be \$31.37. The escalation calculation is included as an attachment to this letter.

If you have any questions, please call me at (714) 834-2652 or e-mail me at isaac.novella@ocwr.ocgov.com

Sincerely,



Isaac Novella
Contracts Administration Manager

Attachments

cc: Dylan Wright, OC Waste & Recycling
Rochelle Carpenter, OC Waste & Recycling
Alan Yuki, OC Waste & Recycling
Mike Montijo, OC Waste & Recycling

OC Waste & Recycling Accounting

Escalation Calculation

Effective July 1, 2012

Step 1:

$$\left[\frac{\text{October 2011 CPI}}{\text{October 2010 CPI}} \right] - 1 = \% \text{ Increase in Contract Rate}$$

$$\left[\frac{226.421}{218.711} \right] - 1 = 3.53\%$$

Step 2:

$$\text{Current Contract Rate} \times (1 + \% \text{ Increase in Contract Rate}) = \text{Contract Rate as of July 1, 2012}$$

$$\$30.30 \times (1 + 3.53\%) = \underline{\underline{\$31.37}}$$

Note:

Complete instructions on calculating this annual adjustment are available in Section 4.2 (F) of the Waste Disposal Agreement effective July 1, 2010.

3/8/2012

Proposed Rates Effective July 1, 2012
Price Change 3.53%

REFUSE	CURRENT		PROPOSED		CURRENT		PROPOSED		CURRENT		PROPOSED		CURRENT		PROPOSED	
	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK	7 X WK	8 X WK	9 X WK	10 X WK	11 X WK	12 X WK	13 X WK	14 X WK	15 X WK	16 X WK
1 BIN	80.10	82.93	81.10	83.96	82.10	85.00	83.10	86.03	84.10	87.07						
2 BINS	160.20	165.86	162.20	167.93	164.20	170.00	166.20	172.07	168.20	174.14						
3 BINS	240.30	248.78	243.30	251.89	246.30	254.99	249.30	258.10	252.30	261.21						
4 BINS	320.40	331.71	324.40	335.85	328.40	339.99	332.40	344.13	336.40	348.27						
5 BINS	400.50	414.64	405.50	419.81	410.50	424.99	415.50	430.17	420.50	435.34						
6 BINS	480.60	497.57	486.60	503.78	492.60	509.99	498.60	516.20	504.60	522.41						
7 BINS	560.70	580.49	567.70	587.74	574.70	594.99	581.70	602.23	588.70	609.48						
8 BINS	640.80	663.42	648.80	671.70	656.80	679.99	664.80	688.27	672.80	696.55						
ADDTL PU	18.00	18.64														
RECYCLE																
1 BIN	44.50	46.07	45.50	47.11	46.50	48.14	47.50	49.18	48.50	50.21						
2 BINS	89.00	92.14	91.00	94.21	93.00	96.28	95.00	98.35	97.00	100.42						
3 BINS	133.50	138.21	136.50	141.32	139.50	144.42	142.50	147.53	145.50	150.64						
ADDTL PU	18.00	18.64														
TEMPORARY BINS																
40 YARD ROLL OFF	89.00	92.14														
LOWBOY CONSTRUCTION	89.00	92.14														
10 STORAGE CONTAINER	2.99	3.10														
20 STORAGE CONTAINER	2.99	3.10														
21 STORAGE CONTAINER	2.99	3.10														
26 STORAGE CONTAINER	2.99	3.10														
40 STORAGE CONTAINER	2.99	3.10														

EXTENSION OF AGREEMENT
BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
CR&R INCORPORATED

Bid No. 1112-06 – Service to Collect, Recycle, and Dispose of Solid Waste Districtwide, called for an original contract period of August 9, 2011 through June 30, 2012, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by California Education Code 17596.

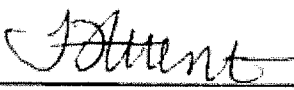
The contract with CR&R Incorporated, pursuant to Bid No. 1112-06, shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 22, 2013.

The total cost of services request by District and provided by Contractor under this extension shall not exceed \$200,000.

Except as set forth in this Extension Agreement, and Board approved on August 8, 2011, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: 
Signature

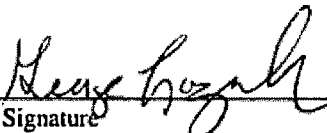
Terry Fluent

Director, Purchasing

Date: 7/31/13

CONTRACTOR

CR&R Incorporated

By: 
Signature

GEORGE LAZARUK

Print Name

VICE PRESIDENT

Title

Date: JUNE 13 2013

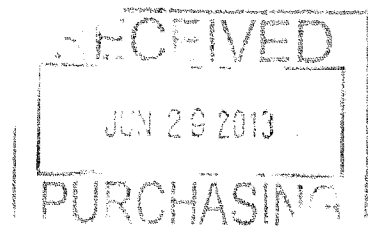


Exhibit A

Capistrano Unified School District

Bid No. 1112-06

**Service to Collect, Recycle, and Dispose of Solid Waste Districtwide
CR&R Incorporated**

Bid Price Sheet

July 1, 2013 – June 30, 2014

3-cubic-yard "permanent" METAL REFUSE BINS

	1 per wk	2 per wk	3 per wk	4 per wk	5 per wk
1 bin	\$ 84.72	\$ 85.77	\$ 86.84	\$ 87.89	\$ 88.95
2 bins	\$ 169.44	\$ 171.54	\$ 173.68	\$ 175.78	\$ 177.90
3 bins	\$ 254.16	\$ 257.31	\$ 260.52	\$ 263.67	\$ 266.85
4 bins	\$ 338.88	\$ 343.08	\$ 347.36	\$ 351.56	\$ 355.80
5 bins	\$ 423.60	\$ 428.85	\$ 434.20	\$ 439.45	\$ 444.75
6 bins	\$ 508.32	\$ 514.62	\$ 521.04	\$ 527.34	\$ 533.70
7 bins	\$ 593.04	\$ 600.39	\$ 607.88	\$ 615.23	\$ 622.65
8 bins	\$ 667.76	\$ 686.16	\$ 694.72	\$ 703.12	\$ 711.60

Cost of extra pick-up/on call pick up: \$ 19.04

21'longx8'widex8'high "Recycle Bin"

	1 per wk	2 per wk	3 per wk	4 per wk	5 per wk
1 bin	\$ 47.07	\$ 48.13	\$ 49.18	\$ 50.24	\$ 51.29
2 bins	\$ 94.14	\$ 96.26	\$ 98.36	\$ 100.48	\$ 102.58
3 bins	\$ 141.21	\$ 144.39	\$ 147.54	\$ 150.72	\$ 153.87

Cost of extra pick-up/on call pick up: \$ 19.04

Temporary Bins	Cost	Disposal Cost Per Ton
40-yard roll-off bin	\$ 94.13	\$ 58.00
Low-boy construction bin	\$ 94.13	\$ 58.00
10-foot storage container	\$ 3.17	\$
20-foot storage container	\$ 3.17	\$
21-foot storage container	\$ 3.17	\$
26-foot storage container	\$ 3.17	\$
40-foot storage container	\$ 3.17	\$



CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
TELEPHONE: (949) 234-9441/FAX: 493-4083 www.capousd.org

BOARD OF TRUSTEES
JOHN M. ALPAY
PRESIDENT
LYNN HATTON
VICE PRESIDENT
ANNA BRYSON
CLERK
ELLEN M. ADDONIZIO
AMY HANACEK
GARY PRITCHARD, PH. D.
JIM REARDON
SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

April 2, 2013

George Lazaruk
Vice-President
CR&R Incorporated
11292 Western Avenue
Stanton, CA 90680

**Subject: Extension of Bid No. 1112-06 – Service to Collect, Recycle,
and Dispose of Solid Waste Districtwide**

Dear Mr. Lazaruk:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A copy of your current contract pricing is enclosed for your review with separate columns to list your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by April 22, 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) 234-9437.

Sincerely,

Vicki Byers
Buyer/Planner, Purchasing

enc.

Capistrano Unified School District

BID NO. 1112-06

SERVICE TO COLLECT, RECYCLE, AND DISPOSE OF SOLID WASTE DISTRICTWIDE

CR&R INCORPORATED

BID PRICE SHEET

JULY 1, 2013 TO JUNE 30, 2014

3-cubic yard "permanent" Metal Refuse Bins

	1 per week		2 per week		3 per week		4 per week		5 per week	
	Current Pricing	Proposed Pricing	Current Pricing	Proposed Pricing	Current Pricing	Proposed Pricing	Current Pricing	Proposed Pricing	Current Pricing	Proposed Pricing
1 Bin	\$ 82.93		\$ 83.96		\$ 85.00		\$ 86.03		\$ 87.07	
2 Bins	\$165.86		\$ 167.93		\$ 170.00		\$ 172.07		\$ 174.14	
3 Bins	\$ 248.78		\$ 251.89		\$ 254.99		\$ 258.10		\$ 261.21	
4 Bins	\$ 331.71		\$ 335.85		\$ 339.99		\$ 344.13		\$ 348.27	
5 Bins	\$ 414.64		\$ 419.81		\$ 424.99		\$ 430.17		\$ 435.34	
6 Bins	\$ 497.57		\$ 503.78		\$ 509.99		\$ 516.20		\$ 522.41	
7 Bins	\$ 580.49		\$ 587.74		\$ 594.99		\$ 602.23		\$ 609.48	
8 Bins	\$ 663.42		\$ 671.70		\$ 679.99		\$ 688.27		\$ 696.55	

Current Pricing	Proposed Pricing
\$ 18.64	

Cost of extra pick-up/on call pick up:

21' long x 8' wide x 8' tall "Recycle Bin"

	1 per week		2 per week		3 per week		4 per week		5 per week	
	Current Pricing	Proposed Pricing	Current Pricing	Proposed Pricing	Current Pricing	Proposed Pricing	Current Pricing	Proposed Pricing	Current Pricing	Proposed Pricing
1 Bin	\$ 46.07		\$ 47.11		\$ 48.14		\$ 49.18		\$ 50.21	
2 Bins	\$ 92.14		\$ 94.21		\$ 96.28		\$ 98.35		\$ 100.42	
3 Bins	\$ 138.21		\$ 141.32		\$ 144.42		\$ 147.53		\$ 150.64	

Current Pricing	Proposed Pricing

Cost extra pick-up/on call pick up:

Capistrano Unified School District

BID NO. 1112-06

SERVICE TO COLLECT, RECYCLE, AND DISPOSE OF SOLID WASTE DISTRICTWIDE
CR&R INCORPORATED

BID PRICE SHEET

JULY 1, 2013 TO JUNE 30, 2014

Temporary Bins	Current Pricing		Proposed Pricing	
	Cost	Disposal Cost	Cost	Disposal Cost
40' yard roll off	\$ 92.14	\$ 44.00 per ton		
Lowboy construction	\$ 92.14	\$ 44.00 per ton		
10' storage container	\$ 3.10 per day			
20' storage container	\$ 3.10 per day			
21' storage container	\$ 3.10 per day			
26' storage container	\$ 3.10 per day			
40' storage container	\$ 3.10 per day			

April 5, 2013

Ms. Vicki Byers
Buyer/Planner, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, California 92675

Subject: Bid No.1112-06 Service to Collect, Recycle, and Dispose of Solid Waste Districtwide

Dear Ms. Byers:

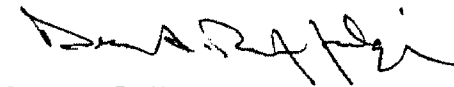
C R & R Incorporated is in receipt of your letter addressed to Mr. George Lazaruk regarding your interests in the third year of our five year service proposal for Solid Waste Services Districtwide. We fully understand the School's situation with budgets and cuts from the State and have continued to support your needs in many ways.

As you know, in past contracts with CUSD, we implemented annual reductions in rates. With the Board's decision to Bid this contract last year, CR&R substantially reduced our rates to the tune of approximately \$11,000 of monthly savings to the School District. We have no room to further reduce our charges to the CUSD Board unless the individual sites want to reduce service or collection schedules.

As stated in your Request for Proposals, an annual rate adjustment is allowed in Option Years beyond year one. Our entire industry has had increases in labor from the new Labor contract signed by all haulers last fall, fuel has gone up substantially since our bid was submitted, and disposal has gone up 2.16% with Orange County as of July 1, 2013 (see attached notes from OC Waste and Recycling). As such, we cannot lower our rates per your request, but must request your approval of the same CPI increase (2.16%) as was implemented by OC Waste and Recycling throughout the OC Landfill system. With your approval, we will prepare a new rate sheet for your review.

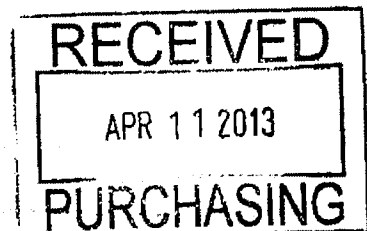
As always, it's a pleasure being of service to the Capistrano Unified School District, and being involved with quality people at CUSD.

Respectfully submitted,



Dean A. Ruffridge,
Senior Vice President

CC George Lazaruk
David Ronnenberg



CR&R INCORPORATED
11292 WESTERN AVE.
P.O. BOX 125
STANTON, CA 90680
800.826.9677
714.826.9049
714.890.6347 Fax

March 18, 2013

CR&R Incorporated
Mr. Dean Ruffridge
11292 Western Avenue
Stanton, CA 90680

Subject: Waste Disposal Agreement Contract Rate

Dear Mr. Ruffridge:

In accordance with the Waste Disposal Agreement between CR&R Incorporated and the County of Orange (County), the County is obligated to provide CR&R Incorporated with notice of the adjustment to the contract rate on an annual basis effective July 1st of each year. This letter serves as your official notice that the adjusted contract rate is effective July 1, 2013 and will be \$32.05. The escalation calculation of the adjustment is included as an attachment to this letter as set forth in Section 4.2(F) of the Waste Disposal Agreement.

If you have any questions, please call me at (714) 834-4107 or e-mail me at John.Arnau@ocwr.ocgov.com.

Sincerely,



John Arnau
Contract Administration Manager

Attachment

cc: Dylan Wright, OC Waste & Recycling
Rochelle Carpenter, OC Waste & Recycling
Alan Yuki, OC Waste & Recycling
Mike Montijo, OC Waste & Recycling

OC Waste & Recycling Accounting

Escalation Calculation

Effective July 1, 2013

Step 1:

$$\left[\frac{\text{October 2012 CPI}}{\text{October 2011 CPI}} \right] - 1 = \% \text{ Increase in Contract Rate}$$

$$\left[\frac{231.317}{226.421} \right] - 1 = 2.16\%$$

Step 2:

$$\text{Current Contract Rate} \times (1 + \% \text{ Increase in Contract Rate}) = \text{Contract Rate as of July 1, 2013}$$

$$\$31.37 \times (1 + 2.16\%) = \underline{\underline{\$32.05}}$$

Note:

Complete instructions on calculating this annual adjustment are available in Section 4.2 (F) of the Waste Disposal Agreement effective July 1, 2010.

Price Change 2.16%

REFUSE	CURRENT	PROPOSED	CURRENT	PROPOSED	CURRENT	PROPOSED	CURRENT	PROPOSED	CURRENT	PROPOSED
	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK					
1 BIN	82.93	84.72	83.96	85.77	85.00	86.84	86.03	87.89	87.07	88.95
2 BINS	165.86	169.44	167.93	171.54	170.00	173.68	172.07	175.78	174.14	177.90
3 BINS	248.78	254.16	251.89	257.31	254.99	260.52	258.10	263.67	261.21	266.85
4 BINS	331.71	338.88	335.85	343.08	339.99	347.36	344.13	351.56	348.27	355.80
5 BINS	414.64	423.60	419.81	428.85	424.99	434.20	430.17	439.45	435.34	444.75
6 BINS	497.57	508.32	503.78	514.62	509.99	521.04	516.20	527.34	522.41	533.70
7 BINS	580.49	593.04	587.74	600.39	594.99	607.88	602.23	615.23	609.48	622.65
8 BINS	663.42	677.76	671.70	686.16	679.99	694.72	688.27	703.12	696.55	711.60
ADDTL PU	18.64	19.04								
RECYCLE										
1 BIN	46.07	47.07	47.11	48.13	48.14	49.18	49.18	50.24	50.21	51.29
2 BINS	92.14	94.14	94.21	96.26	96.28	98.36	98.35	100.48	100.42	102.58
3 BINS	138.21	141.21	141.32	144.39	144.42	147.54	147.53	150.72	150.64	153.87
ADDTL PU	18.64	19.04								
TEMPORARY BINS										
40 YARD ROLL OFF	92.14	94.13	44.00	58.00						
LOWBOY CONSTRUCTION	92.14	94.13	44.00	58.00						
10'S STORAGE CONTAINER	3.10	3.17								
20'S STORAGE CONTAINER	3.10	3.17								
21'S STORAGE CONTAINER	3.10	3.17								
26'S STORAGE CONTAINER	3.10	3.17								
40'S STORAGE CONTAINER	3.10	3.17								

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PACIFIC PLUMBING COMPANY OF SANTA ANA

Bid No. 1213-01 – Plumbing Service, called for an original contract period of July 1, 2012 through June 30, 2013, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by California Education Code 17596.

The contract with Pacific Plumbing of Santa Ana, pursuant to Bid No. 1213-01, shall be extended an additional 12 months, for the period July 1, 2014, through June 30, 2015 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on June 11, 2014.

The total cost of supplies and materials requested by District and provided by Contractor under this extension shall not exceed \$300,000.

Except as set forth in this Extension Agreement, and Board approved on May 23, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

Pacific Plumbing Company of Santa Ana

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

Exhibit A

Capistrano Unified School District

Bid 1213 -01 Plumbing Service
Pacific Plumbing Company of Santa Ana

BID PRICE SHEET
JULY 1, 2014 – JUNE 30, 2015

HOURLY LABOR RATES (Portal to Portal)	Straight Time Per Hour	Overtime Per Hour	Weekend/ Holiday Per Hour
1. Journeyman Plumber	\$ 81.34	\$ 122.01	\$ 122.01
2. Apprentice Plumber - 70% or greater	\$ 56.84	\$ 85.26	\$ 85.26
3. Laborer	\$ 49.98	\$ 74.97	\$ 74.97

EQUIPMENT	Rate	Price
4. Backhoe w/Operator. Backhoe to be: Minimum 18 ½' digging depth Minimum 1 cubic yard front bucket Minimum 18" wide compaction wheel	Hourly	\$ 100.00
5. Generator	Hourly	\$ 5.00
6. Compactor	Hourly	\$ 10.00
7. 12 cubic yard dump truck w/Driver	Hourly	\$ 105.00
8. Video analysis	Hourly	\$ 25.00

XIII. AGREEMENT

THIS AGREEMENT, dated May 24, 2012, in the County of Orange, State of California, is by and between Capistrano Unified School District, (hereinafter referred to as "DISTRICT"), and Pacific Plumbing Company of Santa Ana, (hereinafter referred to as "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as **BID NO. 1213-01, PLUMBING SERVICE**, according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Drug-Free Workplace Certification, Criminal Records Check Certification, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.

3. DISTRICT shall pay the CONTRACTOR, for work performed under this Agreement, at the line item prices as specified in attached bid price sheet, Exhibit A.

4. The work shall be commenced on or before the seventh (7th) day after receiving the DISTRICT'S Purchase Order and shall be completed within the time specified by Director of Maintenance/Operations and Construction or Designee on behalf of the DISTRICT. The initial term of this agreement will be for one year, with two (2) one year renewal periods, at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of **two hundred dollars (\$200.00)** for each calendar day of delay until work is completed and accepted

6. **Termination for Cause or Nonappropriation.** In the event CONTRACTOR defaults in the performance of the Agreement or if there is a nonappropriation of funds or insufficient funds, then this Agreement shall terminate or be suspended as set forth in General Conditions – Default by Contractor.

Termination for Convenience. DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT'S convenience, CONTRACTOR shall:

- (i) Cease operations as directed by DISTRICT in the notice;
- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT'S convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

7. The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Any injury to or death of any person(s) or damage to, loss or theft of any property 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 work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

(b) Any injury to or death of any person(s) or damage, loss or theft 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 work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract,

The CONTRACTOR, at CONTRACTOR'S own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. Hold Harmless and Indemnification. To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR'S sole cost and expense, agrees to fully defend, indemnify and hold harmless, the DISTRICT, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Project Documents;
- (f) any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or

- (g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT'S interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

9. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in the General Conditions - Insurance. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

Public Liability Insurance for injuries
including accidental death, to any one
person in an amount not less than **\$1,000,000.00**

and

Subject to the same limit for each
person on account of one accident,
in an amount not less than **\$1,000,000.00**

Property Damage Insurance
in an amount not less than **\$1,000,000.00**

Course of Construction
Insurance without exclusion
or limitation in an
amount not less than **\$1,000,000.00**

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

10. Escrow Account: N/A
11. Labor Compliance Program: N/A
12. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of _____, and that _____, whose title is _____, is authorized to act for and bind the corporation.
13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.
14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

CAPISTRANO UNIFIED SCHOOL
DISTRICT

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Title

Title

Contractor's License No.

Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,
if corporation)

CONTRACT TERM

The terms of this base contract is for one year beginning July 1, 2012 through June 30, 2013, with two (2) one-year renewal terms at the option of the Board of Trustees.

Annual expenditures under this contract are not to exceed \$150,000.
This amount may be increased by mutual agreement of both parties.

ATTACHMENT A

Capistrano USD
Plumbing Service
Bid No. 1213-01

Company Name PACIFIC PLUMBING CO. OF SANTA ANA

BID PRICE SHEET

- All pricing herein to include all standard tools, supplies, equipment, applicable delivery, mileage, taxes, insurance, and all miscellaneous costs normally required to complete the job.
- **Note: Bid prices for labor may not be lower than the applicable Prevailing Wage for the specified work. See General Conditions – Prevailing Wage Rates.**
- Bidders must complete all items, or the bid submitted may be declared non-responsive.
- Low bid to be determined by select line items representing the most common District projects at a weighted percentage.

Award for base bid will be determined by select line items representing the most common District projects at a weighted percentage, to be provided at bid opening.

HOURLY LABOR RATES (Portal to Portal)	Straight Time Per Hour	Overtime Per Hour	Weekend / Holiday Per Hour
1. Journeyman Plumber	\$ 83.00	\$ 124.50	\$ 124.50
2. Apprentice Plumber - 70% or greater	\$ 58.00	\$ 87.00	\$ 87.00
3. Laborer	\$ 51.00	\$ 76.50	\$ 76.50

EQUIPMENT	Rate	Price
4. Backhoe w/Operator. Backhoe to be: Minimum 18 ½' digging depth Minimum 1 cubic yard front bucket Minimum 18" wide compaction wheel	Hourly	\$ 100.00
5. Generator	Hourly	\$ 5.00
6. Compactor	Hourly	\$ 10.00
7. 12 cubic yard dump truck w/Driver	Hourly	\$ 105.00
8. Video analysis	Hourly	\$ 25.00

Each individual bid term shall be determined from visiting the work site, reviewing the drawings and specifications and all portions of the Project Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, all as per the requirements of the Project Documents, whether or not expressly listed or designated.

2. It is understood that the DISTRICT reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that

Bid Form
2

**AMENDMENT TO AGREEMENT
BID NO. 1213-01 PLUMBING SERVICE**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PACIFIC PLUMBING COMPANY OF SANTA ANA

Agreement for Bid No. 1213-01 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Agreement for Bid No. 1213-01 shall be amended to \$300,000 for additional services as requested by the District.

Except as set forth in this Amendment to Agreement, and Board approved on May 23, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

**Pacific Plumbing Company of
Santa Ana**

By: 
Signature

By: 
Signature

Terry Fluent

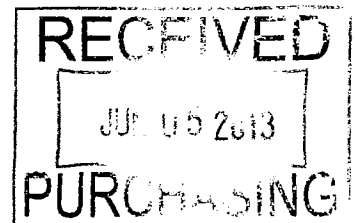
YOLANDA FLORES
Print Name

Director, Purchasing

SECRETARY
Title

Date: 6/10/13

Date: MAY 29, 2013



EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PACIFIC PLUMBING COMPANY OF SANTA ANA

Bid No. 1213-01 – Plumbing Service, called for an original contract period of July 1, 2012 through June 30, 2013, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by California Education Code 17596.

The contract with Pacific Plumbing of Santa Ana, pursuant to Bid No. 1213-01, shall be extended an additional 12 months, for the period July 1, 2013, through June 30, 2014 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 22, 2013.

The total cost of supplies and materials requested by District and provided by Contractor under this extension shall not exceed \$300,000.

Except as set forth in this Extension Agreement, and Board approved on May 23, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

Pacific Plumbing Company of Santa Ana

By: 
Signature

By: 
Signature

Terry Fluent

YOLANDA FLORES
Print Name

Director, Purchasing

SECRETARY
Title

Date: 6/16/13

Date: JUNE 14, 2013

Exhibit A

Capistrano Unified School District

**Bid 1213 -01 Plumbing Service
Pacific Plumbing Company of Santa Ana**

**BID PRICE SHEET
JULY 1, 2013 – JUNE 30, 2014**

HOURLY LABOR RATES (Portal to Portal)	Straight Time Per Hour	Overtime Per Hour	Weekend/ Holiday Per Hour
1. Journeyman Plumber	\$ 81.34	\$ 122.01	\$ 122.01
2. Apprentice Plumber - 70% or greater	\$ 56.84	\$ 85.26	\$ 85.26
3. Laborer	\$ 49.98	\$ 74.97	\$ 74.97

EQUIPMENT	Rate	Price
4. Backhoe w/Operator. Backhoe to be: Minimum 18 ½' digging depth Minimum 1 cubic yard front bucket Minimum 18" wide compaction wheel	Hourly	\$ 100.00
5. Generator	Hourly	\$ 5.00
6. Compactor	Hourly	\$ 10.00
7. 12 cubic yard dump truck w/Driver	Hourly	\$ 105.00
8. Video analysis	Hourly	\$ 25.00

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

E. STEWART AND ASSOCIATES, INCORPORATED

Bid No. 1213-02 – Weed Abatement Service, called for an original contract period of June 1, 2012 through June 30, 2013, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by California Education Code 17596.

The contract with E. Stewart and Associates, Incorporated, pursuant to Bid No. 1213-02, shall be extended an additional 12 months, for the period July 1, 2014, through June 30, 2015 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on June 11, 2014.

The total cost of supplies and materials requested by District and provided by Contractor under this extension shall not exceed \$170,000.

Except as set forth in this Extension Agreement, and Board approved on May 23, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

E. Stewart and Associates, Incorporated

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

Exhibit A

Capistrano Unified School District

BID NO. 1213-02 – WEED ABATEMENT SERVICE
E. STEWART & ASSOCIATES, INC.

BID PRICE SHEET
JULY 1, 2014 TO JUNE 30, 2015

HOURLY LABOR RATES (Portal to Portal)	Straight Time
1. Supervisor	\$ 13.50
2. Foreman	\$ 13.50
3. Laborer	\$ 13.50

EQUIPMENT	RATE	PRICE
4. 963 Cat Loader	Hourly	\$ 108.00
5. D4C Cat Dozer	Hourly	\$ 103.50
6. John Deere 5525 w/7' scraper, 7' mower, 8' disk	Hourly	\$ 49.50
7. ASV RC 100 Rubber Track Loader w/Bucket and Tine Grapple	Hourly	\$ 49.50
Equivalent: Cat 289c Rubber Track Loader w/attachments	Hourly	\$ 49.50
8. ASV RC 100 Rubber Track Loader w/Chipper	Hourly	\$ 54.00
Equivalent: Cat 289C w/chipper	Hourly	
9. F450 Dump Truck	Hourly	\$ 45.00
10. F650 Dump Truck	Hourly	\$ 54.00
11. John Deere 450 G Crawler	Hourly	\$ 45.00
13. Freightliner 4,800 gallon Water Truck	Hourly	\$ 90.00
13. 446 Cat Backhoe	Hourly	\$ 90.00
14. John Deere 450 G Loader	Hourly	\$ 54.00

XIII. AGREEMENT

THIS AGREEMENT, dated May 24, 2012, in the County of Orange, State of California, is by and between Capistrano Unified School District, (hereinafter referred to as "DISTRICT"), and E. Stewart and Associates, Inc., (hereinafter referred to as "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as **BID NO. 1213-02, WEED ABATEMENT SERVICE**, according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Drug-Free Workplace Certification, Criminal Records Check Certification, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.

3. DISTRICT shall pay the CONTRACTOR, for work performed under this Agreement, at the line item prices as specified in attached bid price sheet, Exhibit A.

4. The work shall be commenced on or before the seventh (7th) day after receiving the DISTRICT'S Purchase Order and shall be completed within the time specified by Director of Maintenance/Operations and Construction or Designee on behalf of the DISTRICT. The initial term of this agreement will be for one year, with two (2) one year renewal periods, at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of **two hundred dollars (\$200.00)** for each calendar day of delay until work is completed and accepted

6. **Termination for Cause or Nonappropriation.** In the event CONTRACTOR defaults in the performance of the Agreement or if there is a nonappropriation of funds or insufficient funds, then this Agreement shall terminate or be suspended as set forth in General Conditions – Default by Contractor.

Termination for Convenience. DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT'S convenience, CONTRACTOR shall:

- (i) Cease operations as directed by DISTRICT in the notice;
- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT'S convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

7. The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Any injury to or death of any person(s) or damage to, loss or theft of any property 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 work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

(b) Any injury to or death of any person(s) or damage, loss or theft 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 work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract,

The CONTRACTOR, at CONTRACTOR'S own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. Hold Harmless and Indemnification. To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR'S sole cost and expense, agrees to fully defend, indemnify and hold harmless, the DISTRICT, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Project Documents;
- (f) any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or

- (g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT'S interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

9. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in the General Conditions - Insurance. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than	\$1,000,000.00
--	-----------------------

and

Subject to the same limit for each person on account of one accident, in an amount not less than	\$1,000,000.00
--	-----------------------

Property Damage Insurance in an amount not less than	\$1,000,000.00
---	-----------------------

Course of Construction Insurance without exclusion or limitation in an amount not less than	\$1,000,000.00
--	-----------------------

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

Company Name E. Stewart and Associates, Inc

10. Escrow Agreement: N/A

11. Labor Compliance Program: N/A

12. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of CA, and that Edwin W. Stewart, whose title is CEO, is authorized to act for and bind the corporation.

13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

CAPISTRANO UNIFIED SCHOOL
DISTRICT

By: Terry Fluent
Signature

Terry Fluent
Print Name

Director, Purchasing
Title

CONTRACTOR:

By: Edwin W Stewart
Signature

Edwin W Stewart
Print Name

CEO
Title

CA27953389
Contractor's License No.

20-0641779
Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,
if corporation)

CONTRACT TERM

The terms of this base contract is for one year beginning June 1, 2012 through June 30, 2013, with two (2) one-year renewal terms at the option of the Board of Trustees.

Annual expenditures under this contract are not to exceed \$100,000.
This amount may be increased by mutual agreement of both parties.

Capistrano USD
Weed Abatement Service
Bid No. 1213-02

Company Name _____

BID PRICE SHEET

- All pricing herein to include all standard tools, supplies, equipment, applicable delivery, mileage, taxes, insurance, and all miscellaneous costs normally required to complete the job.
- **Note: Bid prices for labor may not be lower than the applicable Prevailing Wage for the specified work. See General Conditions – Prevailing Wage Rates.**
- Bidders must complete all items, or the bid submitted may be declared non-responsive.
- Low bid to be determined by select line items representing the most common District projects at a weighted percentage.

Award for base bid will be determined by select line items representing the most common District projects at a weighted percentage, to be provided at bid opening.

HOURLY LABOR RATES (Portal to Portal)	Straight Time Per Hour	Overtime Per Hour	Weekend / Holiday Per Hour
1. Supervisor	\$15.00	\$	\$
2. Foreman	\$15.00	\$	\$
3. Laborer	\$15.00	\$	\$

Quote Equipment Listed or Note Equivalent Make and Model Quoting

EQUIPMENT	RATE	PRICE
4. 963 Cat Loader	Hourly	\$120.00
Equivalent:	Hourly	\$
5. D4C Cat Dozer	Hourly	\$115.00
Equivalent:	Hourly	\$
6. John Deere 3255 Tractor w/8' Scraper, 12' Scraper, Mower and 12' Disk	Hourly	\$55.00
Equivalent: John Deere 5525 w/7' scraper, 7' mower, 8' disk	Hourly	\$
7. ASV RC 100 Rubber Track Loader w/Bucket and Tine Grapple	Hourly	\$55.00
Equivalent: Cat 289c Rubber Track Loader w/attachments	Hourly	\$55.00
8. ASV RC 100 Rubber Track Loader w/Chipper	Hourly	\$60.00
Equivalent: Cat 289C w/chipper	Hourly	\$60.00
9. F450 Dump Truck	Hourly	\$50.00
Equivalent:	Hourly	\$

EQUIPMENT	RATE	PRICE
10. F650 Dump Truck	Hourly	\$60.00
Equivalent:	Hourly	\$
11. John Deere 450 G Crawler	Hourly	\$50.00
Equivalent:	Hourly	\$
13. Freightliner 4,800 gallon Water Truck	Hourly	\$100.00
Equivalent:	Hourly	\$
13. 446 Cat Backhoe	Hourly	\$100.00
Equivalent:	Hourly	\$
14. John Deere 450 G Loader	Hourly	\$60.00
Equivalent:	Hourly	\$

Each individual bid term shall be determined from visiting the work site, reviewing the drawings and specifications and all portions of the Project Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, all as per the requirements of the Project Documents, whether or not expressly listed or designated.

2. It is understood that the DISTRICT reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The required bid security is attached.

4. The required list(s) of proposed subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) is complete and in compliance with the Subletting and Subcontracting Fair Practices Act. Public Contract Code Sections 4100, et seq.

5. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT the Faithful Performance Bond and a separate Payment Bond as specified, and certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records

**AMENDMENT TO AGREEMENT
BID NO. 1213-02 WEED ABATEMENT SERVICE**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

E. STEWART AND ASSOCIATES, INC.

Agreement for Bid No. 1213-02 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Agreement for Bid No. 1213-02 shall be amended to \$150,000 for additional services as requested by the District.

Except as set forth in this Amendment to Agreement, and Board approved on May 23, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

E. Stewart and Associates, Inc.

By: 
Signature

By: 
Signature

Terry Fluent

Edwin W Stewart
Print Name

Director, Purchasing

CEO
Title

Date: 10/19/12

Date: 10/15/2012

**AMENDMENT TO AGREEMENT
BID NO. 1213-02 WEED ABATEMENT**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

E. STEWART AND ASSOCIATES, INCORPORATED

Agreement for Bid No. 1213-02 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Agreement for Bid No. 1213-02 shall be amended to \$170,000 for additional services as requested by the District, for the period of July 1, 2013, through June 30, 2014.

Except as set forth in this Amendment to Agreement, and Board approved on May 23, 2012, all other terms of the contract remain in full force and effect.


DISTRICT

CONTRACTOR

Capistrano Unified School District

**E. Stewart and Associates,
Incorporated**

By: 
Signature

By: 
Signature

Terry Fluent

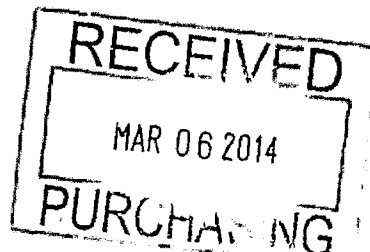
Edwin W Stewart
Print Name

Director, Purchasing

CEO
Title

Date: 3/10/14

Date: 3/3/14



EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

E. STEWART AND ASSOCIATES, INCORPORATED

Bid No. 1213-02 – Weed Abatement Service, called for an original contract period of June 1, 2012 through June 30, 2013, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by California Education Code 17596.

The contract with E. Stewart and Associates, Incorporated, pursuant to Bid No. 1213-02, shall be extended an additional 12 months, for the period July 1, 2013, through June 30, 2014 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 22, 2013.

The total cost of supplies and materials requested by District and provided by Contractor under this extension shall not exceed \$150,000.

Except as set forth in this Extension Agreement, and Board approved on May 23, 2012, all other terms of the contract remain in full force and effect.


DISTRICT

CONTRACTOR

Capistrano Unified School District

E. Stewart and Associates, Incorporated

By: 
Signature

By: 
Signature

Terry Fluent

Edwin W Stewart

Print Name

Director, Purchasing

CEO

Title

Date: 7/10/13

Date: 6/23/2013

Exhibit A

Capistrano Unified School District

**Bid No. 1213-02 – Weed Abatement Service
E. Stewart & Associated, INC.**

**Bid Price Sheet
July 1, 2013 TO June 30, 2014**

HOURLY LABOR RATES (Portal to Portal)	Straight Time Per Hour
1. Supervisor	\$ 13.50
2. Foreman	\$ 13.50
3. Laborer	\$ 13.50

EQUIPMENT	RATE	PRICE
4. 963 Cat Loader	Hourly	\$ 108.00
5. D4C Cat Dozer	Hourly	\$ 103.50
6. John Deere 5525 w/7' scraper, 7' mower, 8' disk	Hourly	\$ 49.50
7. ASV RC 100 Rubber Track Loader w/Bucket and Tine Grapple	Hourly	\$ 49.50
Equivalent: Cat 289c Rubber Track Loader w/attachments	Hourly	\$ 49.50
8. ASV RC 100 Rubber Track Loader w/Chipper	Hourly	\$ 54.00
Equivalent: Cat 289C w/chipper	Hourly	
9. F450 Dump Truck	Hourly	\$ 45.00
10. F650 Dump Truck	Hourly	\$ 54.00

Exhibit A

Capistrano Unified School District

**Bid No. 1213-02 – Weed Abatement Service
E. Stewart & Associated, INC.**

**Bid Price Sheet
July 1, 2013 TO June 30, 2014**

EQUIPMENT	RATE	PRICE
11. John Deere 450 G Crawler	Hourly	\$ 45.00
13. Freightliner 4,800 gallon Water Truck	Hourly	\$ 90.00
13. 446 Cat Backhoe	Hourly	\$ 90.00
14. John Deere 450 G Loader	Hourly	\$ 54.00



CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
TELEPHONE: (949) 234-9441/FAX: 493-4083 www.capousd.org

BOARD OF TRUSTEES

JOHN M. ALPAY
PRESIDENT

LYNN HATTON
VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY MANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

March 29, 2013

Edwin W. Stewart, President
E. Stewart and Associates, Inc.
1000 Calle Negocio
San Clemente, CA 92673

Subject: Extension of Bid No. 1213-02 – Weed Abatement Service

Dear Mr. Stewart:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A copy of your current contract pricing is enclosed for your review with separate columns to list your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by April 22, 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) 234-9437.

Sincerely,

Vicki Byers
Buyer/Planner, Purchasing

enc.

SERVING THE COMMUNITIES OF:

ALISO VIEJO • COTO DE CAZA • DANA POINT • LADERA RANCH • LAGUNA NIGUEL • LAS FLORES • MISSION VIEJO
RANCHO SANTA MARGARITA • SAN CLEMENTE • SAN JUAN CAPISTRANO

Capistrano Unified School District

BID NO. 1213-02 – WEED ABATEMENT SERVICE
E. STEWART & ASSOCIATES, INC.

BID PRICE SHEET
JULY 1, 2013 TO JUNE 30, 2014

HOURLY LABOR RATES (Portal to Portal)	Current Pricing June 1, 2012 to June 30, 2013	Proposed Pricing July 1, 2013 to June 30, 2014
1. Supervisor	\$ 15.00	\$
2. Foreman	\$ 15.00	\$
3. Laborer	\$ 15.00	\$

		Current Pricing June 1, 2012 to June 30, 2013	Proposed Pricing July 1, 2013 to June 30, 2014
EQUIPMENT	RATE		PRICE
4. 963 Cat Loader	Hourly	\$ 120.00	\$
5. D4C Cat Dozer	Hourly	\$ 115.00	\$
6. John Deere 5525 w/7' scraper, 7' mower, 8' disk	Hourly	\$ 55.00	\$
7. ASV RC 100 Rubber Track Loader w/Bucket and Tine Grapple	Hourly	\$ 55.00	\$
Equivalent: Cat 289c Rubber Track Loader w/attachments	Hourly	\$ 55.00	\$
8. ASV RC 100 Rubber Track Loader w/Chipper	Hourly	\$ 60.00	\$
Equivalent: Cat 289C w/chipper	Hourly	\$ 60.00	
9. F450 Dump Truck	Hourly	\$ 50.00	\$
10. F650 Dump Truck	Hourly	\$ 60.00	\$
11. John Deere 450 G Crawler	Hourly	\$ 50.00	\$

Capistrano Unified School District

BID NO. 1213-02 – WEED ABATEMENT SERVICE
E. STEWART & ASSOCIATES, INC.

BID PRICE SHEET
JULY 1, 2013 TO JUNE 30, 2014

EQUIPMENT	RATE	Current Pricing June 1, 2012 to June 30, 2013	Proposed Pricing July 1, 2013 to June 30, 2014
			PRICE
13. Freightliner 4,800 gallon Water Truck	Hourly	\$ 100.00	\$
13. 446 Cat Backhoe	Hourly	\$ 100.00	\$
14. John Deere 450 G Loader	Hourly	\$ 60.00	\$

E. Stewart and Associates, Inc.

1000 Calle Negocio
San Clemente, CA 92673
(949) 498-9250
FAX (949) 498-4961

April 4, 2013

Vicki Byers
Buyer/Planner, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

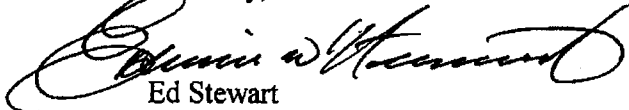
Subject: Extension of Bid No. 1213-02 Weed Abatement Service

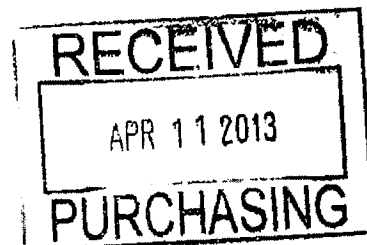
Dear Vicki,

Thank you for your recent letter. We wish to extend our contract for an additional 12 month period. We agree to reduce all our fees by 10 percent for the renewal period July 1, 2013 through June 30, 2014.

Please contact us, should you have any questions or require further information.

Sincerely,


Ed Stewart



Capistrano Unified School District

BID NO. 1213-02 – WEED ABATEMENT SERVICE
E. STEWART & ASSOCIATES, INC.

BID PRICE SHEET
JULY 1, 2013 TO JUNE 30, 2014

HOURLY LABOR RATES (Portal to Portal)	Current Pricing June 1, 2012 to June 30, 2013	Proposed Pricing July 1, 2013 to June 30, 2014
1. Supervisor	\$ 15.00	\$ <u>13.50</u>
2. Foreman	\$ 15.00	\$ <u>13.50</u>
3. Laborer	\$ 15.00	\$ <u>13.50</u>

		Current Pricing June 1, 2012 to June 30, 2013	Proposed Pricing July 1, 2013 to June 30, 2014
EQUIPMENT	RATE	PRICE	PRICE
4. 963 Cat Loader	Hourly	\$ 120.00	\$ <u>108.00</u>
5. D4C Cat Dozer	Hourly	\$ 115.00	\$ <u>103.50</u>
6. John Deere 5525 w/7' scraper, 7' mower, 8' disk	Hourly	\$ 55.00	\$ <u>49.50</u>
7. ASV RC 100 Rubber Track Loader w/Bucket and Tine Grapple	Hourly	\$ 55.00	\$ <u>49.50</u>
Equivalent: Cat 289c Rubber Track Loader w/attachments	Hourly	\$ 55.00	\$ <u>49.50</u>
8. ASV RC 100 Rubber Track Loader w/Chipper	Hourly	\$ 60.00	\$ <u>54.00</u>
Equivalent: Cat 289C w/chipper	Hourly	\$ 60.00	\$ <u>54.00</u>
9. F450 Dump Truck	Hourly	\$ 50.00	\$ <u>45.00</u>
10. F650 Dump Truck	Hourly	\$ 60.00	\$ <u>54.00</u>

Capistrano Unified School District

BID NO. 1213-02 – WEED ABATEMENT SERVICE
E. STEWART & ASSOCIATES, INC.

BID PRICE SHEET
JULY 1, 2013 TO JUNE 30, 2014

EQUIPMENT	RATE	Current Pricing	Proposed Pricing
		June 1, 2012 to June 30, 2013	July 1, 2013 to June 30, 2014
		PRICE	PRICE
11. John Deere 450 G Crawler	Hourly	\$ 50.00	\$ 45.00
13. Freightliner 4,800 gallon Water Truck	Hourly	\$ 100.00	\$ 90.00
13. 446 Cat Backhoe	Hourly	\$ 100.00	\$ 90.00
14. John Deere 450 G Loader	Hourly	\$ 60.00	\$ 54.00

EXTENSION OF AGREEMENT
BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
BEN'S ASPHALT, INC.

Bid No. 1314-03 – Asphalt Paving, Sealcoating and Repair called for an original contract period of July 1, 2013 through June 30, 2014, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by California Education Code 17596.

The contract with Ben's Asphalt, Inc., pursuant to Bid No. 1314-03, shall be extended an additional 12 months, for the period July 1, 2014 through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on June 11, 2014.

The total cost of services requested by District and provided by Contractor under this extension shall not exceed \$850,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on June 15, 2010, all other terms of the contract remain in full force and effect.

<u>DISTRICT</u>	<u>CONTRACTOR</u>
Capistrano Unified School District	Ben's Asphalt, Inc.
By: _____	By: _____
Signature	Signature
<u>Terry Fluent</u> _____	_____
	Print Name
<u>Director, Purchasing</u> _____	_____
	Title
Date: _____	Date: _____

EXHIBIT 36

Exhibit A

Capistrano Unified School District

Bid No. 1314-03 – Asphalt Paving, Sealcoating and Repair
Ben's Asphalt, Inc.

Bid Price Sheet
July 1, 2014 – June 30, 2015

ITEM #	DESCRIPTION	UNIT OF MEASURE	BID PRICE
	3" R and R		
1	Minimum charge	Minimum charge	\$ 1,500.00
2	100 SF to 500 SF	Square Foot	\$ 4.00
3	501 SF to 1000 SF	Square Foot	\$ 2.50
4	1001 SF to 3000 SF	Square Foot	\$ 2.25
5	3001 SF to 6000 SF	Square Foot	\$ 2.00
	4" R and R		
6	Minimum charge	Minimum charge	\$ 1,500.00
7	100 SF to 500 SF	Square Foot	\$ 5.25
8	501 SF to 1000 SF	Square Foot	\$ 4.00
9	1001 SF to 3000 SF	Square Foot	\$ 3.00
10	3001 SF to 6000 SF	Square Foot	\$ 3.00
	6" R and R		
11	Minimum charge	Minimum charge	\$ 1,750.00
12	100 SF to 500 SF	Square Foot	\$ 8.00
13	501 SF to 1000 SF	Square Foot	\$ 5.00
14	1001 SF to 3000 SF	Square Foot	\$ 5.00
15	3001 SF to 6000 SF	Square Foot	\$ 4.50
	4" REMOVE and 6" REPLACE		
16	Minimum charge	Minimum charge	\$ 1,500.00
17	100 SF to 500SF	Square Foot	\$ 7.50
18	501 SF to 1000 SF	Square Foot	\$ 5.00
19	1001 SF to 3000 SF	Square	\$ 4.75
20	3001 SF to 6000 SF	Square Foot	\$ 4.50
	SKIN PATCH – various locations – average ½" – 1" thick		
21	Minimum charge	Minimum Charge	\$ 1,500.00
22	100 SF to 500 SF	Square Foot	\$ 3.00
23	501 SF to 1000 SF	Square Foot	\$ 2.00
24	1001 SF to 3000 SF	Square Foot	\$.90
25	3001 SF to 6000 SF	Square Foot	\$.55

ITEM #	DESCRIPTION	UNIT OF MEASURE	BID PRICE
	OVERLAY – one location, “Petromat” fabric with 1½” overlay		
26	Minimum charge	Minimum Charge	\$ 2,500.00
27	500 SF to 1000 SF	Square Foot	\$ 3.00
28	1001 SF to 5000 SF	Square Foot	\$ 1.75
29	5001 SF to 10,000 SF	Square Foot	\$ 1.25
30	10,001 SF to 20,000 SF	Square Foot	\$ 1.00
31	20,001 SF to 40,000 SF	Square Foot	\$.95
	OTHER		
32	Place 1” additional thickness asphalt	Square Foot to each unit	\$.50
33	Place 1” additional thickness asphalt – including removal	Square Foot to each unit	\$ 1.00
	SPEED BUMPS – Average 35’ long		
34	Minimum charge	Minimum Charge	\$ 1,500.00
35	Bumps	Each	\$ 250.00
36	6” AC BERM		
37	Minimum charge	Minimum Charge	\$ 1,500.00
38	100 LF to 500 LF	Lineal Foot	\$ 3.00
39	501 LF to 1000 LF	Lineal Foot	\$ 2.50
40	1001 LF to 3000 LF	Lineal Foot	\$ 2.00
	ROUGH GRADE GRASS OR DIRT AREA, INCLUDING REMOVAL, AND PLACE AVERAGE 3” AC PAVING		
41	Minimum charge	Minimum Charge	\$ 1,750.00
42	100 SF to 500 SF	Square Foot	\$ 5.00
43	501 SF to 1000 SF	Square Foot	\$ 4.25
44	1001 SF to 3000 SF	Square Foot	\$ 4.00
45	3001 SF to 6000 SF	Square Foot	\$ 3.00
46	6001 SF to 10,000 SF	Square Foot	\$ 2.25
47	10,001 SF to 15,000 SF	Square Foot	\$ 1.75
48	Place 1” thick AGG base, including removal	Square Foot to each unit	\$.50
	RAMP TRANSITION		
49	Minimum move-in per site	Site	\$ 1,500.00
50	Minimum move-in per ramp	Ramp	\$ 150.00
	REDWOOD HEADERS		
51	2” x 4”	Lineal Foot	\$ 2.50
52	2” x 6”	Lineal Foot	\$ 3.50

ITEM #	DESCRIPTION	UNIT OF MEASURE	BID PRICE
	SLURRY		
53	1 SF to 2000 SF	Square Foot	\$.50
54	2001 SF to 10,000 SF	Square Foot	\$.20
55	10,001 SF to 20,000 SF	Square Foot	\$.10
56	20,001 SF to 40,000 SF	Square Foot	\$.10
57	40,001 SF and over	Square Foot	\$.10
	DOUBLE SLURRY – slurry, flash dry, slurry		
58	1 SF to 2000 SF	Square Foot	\$.75
59	2001 SF to 10,000 SF	Square Foot	\$.30
60	10,001 SF to 20,000 SF	Square Foot	\$.15
61	20,001 SF to 40,000 SF	Square Foot	\$.15
62	40,001 SF and over	Square Foot	\$.15
	STRIPING AND STENCIL		
63	3" Wide Solid Lines	Lineal Foot	\$.30
64	4" Wide Solid Lines	Lineal Foot	\$.35
65	Miscellaneous legends	Lineal Foot	\$.50
66	Stencils 8"-12" (Letters & Numbers)	Per Letter	\$ 1.00
67	Stencils 24" (Letters & Numbers)	Per Letter	\$ 2.00
68	4 Square	Each	\$ 50.00
69	Hop Scotch	Each	\$ 75.00
70	Basketball Court	Each	\$ 250.00
71	Stop Bar/Limit Line	Each	\$ 40.00
72	Curb Painting (red/yellow/green/white)	Lineal Foot	\$.75
	SEALCOAT – unit prices indicate one coat application		
73	1 SF to 2000 SF	Square Foot	\$.50
74	2001 SF to 10,000 SF	Square Foot	\$.20
75	10,001 SF and over	Square Foot	\$.07
76	CONCRETE CURB	Lineal Foot	\$ 10.00
77	GUTTER	Square Foot	\$ 7.50
78	ASPHALT RAMP EXTENSION – typically 4' x 5', 0 – 3" thick	Each	\$ 250.00
79	CRACK REPAIR – grind and fill	Lineal Foot	\$ 1.00
80	CONCRETE FLOW LINE – 3' x 6"	Lineal Foot	\$ 30.00

ITEM #	DESCRIPTION	UNIT OF MEASURE	BID PRICE
81	GRIND ASPHALT AT CONCRETE EDGES TO MATCH ELEVATIONS	Lineal Foot	\$ 2.00
82	CONCRETE DRAIN BOX 12" X 12" X 12" WITH TRAFFIC GRATE IN ASPHALT OR CONCRETE	Each	\$ 200.00
83	WHEEL STOPS/PARKING BLOCK	Each	\$ 25.00
84	FLATWORK – 4" concrete	Square Foot	\$ 3.50
	SCHEDULE 40 PVC DRAIN PIPE		
85	In dirt	Lineal Foot	\$.60
86	In asphalt	Lineal Foot	\$.60
87	In concrete	Lineal Foot	\$.60
	PARKING LOT SWEEPING		
88	Minimum Charge	Note Square Footage for minimum charge <u>\$10,000 or less</u>	\$ 500.00
	OPERATED EQUIPMENT		
89	Backhoe	Hour	\$ 115.00
90	Dump truck	Hour	\$ 80.00
91	Roller	Hour	\$ 95.00
92	Skip loader	Hour	\$ 95.00
93	Bobcat	Hour	\$ 115.00
94	Water truck	Hour	\$ 75.00
95	Blade	Hour	\$ 125.00
96	950 loader	Hour	\$ 140.00
97	LABOR – not covered in unit prices	Hour	\$ 70.00
98	MINIMUM CHARGE FOR ANY JOB	Lump Sum	\$ 1,500.00

XIV. AGREEMENT

THIS AGREEMENT, dated May 23, 2013, in the County of Orange, State of California, is by and between Capistrano Unified School District, (hereinafter referred to as "DISTRICT"), and Ben's Asphalt, Inc., (hereinafter referred to as "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as **BID NO. 1314-03, ASPHALT PAVING, SEALCOATING AND REPAIR** according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Drug-Free Workplace Certification, Criminal Records Check Certification, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum as specified in attached bid price sheet.

4. The work shall be commenced on or before the seventh (7th) day after receiving the DISTRICT'S Notice to Proceed and shall be completed within **thirty (30)** consecutive calendar days from the date specified in the Notice to Proceed. The initial term of this agreement will be for one year, with two (2) one year renewal periods, at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of **two hundred dollars (\$200.00)** for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 63 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 63 of the General Conditions.

6. **Termination for Cause or Nonappropriation.** In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a nonappropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

Termination for Convenience. DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT'S convenience, CONTRACTOR shall:

- (i) Cease operations as directed by DISTRICT in the notice;
- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT'S convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

7. The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property 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 work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

(b) Any injury to or death of any person(s) or damage, loss or theft 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 work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract.

The CONTRACTOR, at CONTRACTOR'S own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. Hold Harmless and Indemnification. To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR'S sole cost and expense, agrees to fully defend, indemnify and hold harmless, the DISTRICT, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Project Documents;

- (f) any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or
- (g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT'S interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

9. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

Public Liability Insurance for injuries
including accidental death, to any one
person in an amount not less than **\$1,000,000.00**

and

Subject to the same limit for each
person on account of one accident,
in an amount not less than **\$1,000,000.00**

Property Damage Insurance
in an amount not less than **\$1,000,000.00**

Course of Construction
Insurance without exclusion
or limitation in an
amount not less than **\$1,000,000.00**

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

10. Escrow Account: N/A

11. Labor Compliance Program: N/A

12. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of CA. and that JOHN STEFANOTON, whose title is C.F.O., is authorized to act for and bind the corporation.

13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed including all contract documents as indicated:

CONTRACT DOCUMENTS:

1. ☒ Bid Bond
2. ☒ Bid Form
3. ☒ Designation of Subcontractors
4. ☒ Information Required of Bidder
5. ☒ Contractor's Certificate Regarding Workers' Compensation
6. ☒ Certification - Participation of Disabled Veteran Business Enterprise
7. ☒ Noncollusion Declaration
8. ☒ Faithful Performance Bond
9. ☒ Payment Bond
10. ☒ Agreement
11. ☒ Drug-Free Workplace Certification
12. ☒ Certification by Contractor Criminal Records Check
13. ☒ Contractor's Certificate Non-Asbestos Containing Materials
14. ☒ Tobacco Use Policy
15. ☒ Conflict of Interest
16. ☒ Compliance With Safety Regulations

CAPISTRANO UNIFIED SCHOOL DISTRICT
BID NO. 1314-03
ASPHALT PAVING, SEALCOATING AND REPAIR

COMPANY NAME: _____


17. ☒ Certificate Of Liability Insurance
18. ☒ W-9 Form

CONTRACT TERM

The terms of this base contract is for one year beginning July 1, 2013, through June 30, 2014, with two (2) one-year renewal terms at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

Annual expenditures under this contract are not to exceed \$250,000.00, unless increased by amendment to this contract.

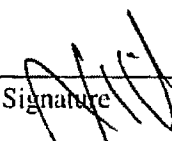
DISTRICT

By: 
Signature

Terry Fluent
Print Name

Director, Purchasing
Title

CONTRACTOR

By: 
Signature

JOHN STEFFINGTON
Print Name

C.F.O.
Title

668417
Contractor's License No.

77-0325807
Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,
if corporation)

BID PRICE SHEET

- All pricing herein to include all standard tools, supplies, equipment, applicable delivery, mileage, taxes, insurance, and all miscellaneous costs normally required to complete the job.
- **Note: Bid prices for labor may not be lower than the applicable Prevailing Wage for the specified work. See General Conditions – Prevailing Wage Rates.**
- Bidders must complete all items, or the bid submitted may be declared non-responsive.
- Low bid to be determined by select line items representing the most common District projects at a weighted percentage.

Award for base bid will be determined by select line items representing the most common District projects at a weighted percentage; job scenarios to be provided at bid opening.

ITEM #	DESCRIPTION	UNIT OF MEASURE	BID PRICE
	3" R and R		
1	Minimum charge	Minimum charge	\$ 1,500 ⁰⁰
2	100 SF to 500 SF	Square Foot	\$ 4 ²⁵
3	501 SF to 1000 SF	Square Foot	\$ 3 ⁵⁰
4	1001 SF to 3000 SF	Square Foot	\$ 2 ²⁵
5	3001 SF to 6000 SF	Square Foot	\$ 2 ⁰⁰
	4" R and R		
6	Minimum charge	Minimum charge	\$ 1,500 ⁰⁰
7	100 SF to 500 SF	Square Foot	\$ 5 ²⁵
8	501 SF to 1000 SF	Square Foot	\$ 4 ⁵⁰
9	1001 SF to 3000 SF	Square Foot	\$ 3 ²⁵
10	3001 SF to 6000 SF	Square Foot	\$ 3 ⁰⁰
	6" R and R		
11	Minimum charge	Minimum charge	\$ 1,750 ⁰⁰
12	100 SF to 500 SF	Square Foot	\$ 8 ⁰⁰
13	501 SF to 1000 SF	Square Foot	\$ 5 ²⁵
14	1001 SF to 3000 SF	Square Foot	\$ 5 ⁰⁰
15	3001 SF to 6000 SF	Square Foot	\$ 4 ⁵⁰
	4" REMOVE and 6" REPLACE		
16	Minimum charge	Minimum charge	\$ 1,500 ⁰⁰
17	100 SF to 500SF	Square Foot	\$ 7 ⁵⁰
18	501 SF to 1000 SF	Square Foot	\$ 5 ⁰⁰
19	1001 SF to 3000 SF	Square	\$ 4 ²⁵
20	3001 SF to 6000 SF	Square Foot	\$ 4 ⁵⁰

CAPISTRANO UNIFIED SCHOOL DISTRICT
 BID NO 1314-03
 ASPHALT PAVING, SEALCOATING AND REPAIR

COMPANY NAME BEN'S ASPHALT

ITEM #	DESCRIPTION	UNIT OF MEASURE	BID PRICE
	SKIN PATCH - various locations - average ½" - 1" thick		
21	Minimum charge	Minimum Charge	\$ 1,500 ⁰⁰
22	100 SF to 500 SF	Square Foot	\$ 3 ⁰⁰
23	501 SF to 1000 SF	Square Foot	\$ 2 ⁰⁰
24	1001 SF to 3000 SF	Square Foot	\$.90
25	3001 SF to 6000 SF	Square Foot	\$.55
	OVERLAY - one location, "Petromat" fabric with 1½" overlay		
26	Minimum charge	Minimum Charge	\$ 2,500 ⁰⁰
27	500 SF to 1000 SF	Square Foot	\$ 3 ⁰⁰
28	1001 SF to 5000 SF	Square Foot	\$ 1 ⁷⁵
29	5001 SF to 10,000 SF	Square Foot	\$ 1 ²⁵
30	10,001 SF to 20,000 SF	Square Foot	\$ 1 ⁰⁰
31	20,001 SF to 40,000 SF	Square Foot	\$.95
	OTHER		
32	Place 1" additional thickness asphalt	Square Foot to each unit	\$.50
33	Place 1" additional thickness asphalt - including removal	Square Foot to each unit	\$ 1 ⁰⁰
	SPEED BUMPS - Average 35' long		
34	Minimum charge	Minimum Charge	\$ 1,500 ⁰⁰
35	Bumps	Each	\$ 250 ⁰⁰
36	6" AC BERM		
37	Minimum charge	Minimum Charge	\$ 1,500 ⁰⁰
38	100 LF to 500 LF	Lineal Foot	\$ 3 ⁰⁰
39	501 LF to 1000 LF	Lineal Foot	\$ 2 ⁵⁰
40	1001 LF to 3000 LF	Lineal Foot	\$ 2 ⁰⁰
	ROUGH GRADE GRASS OR DIRT AREA, INCLUDING REMOVAL, AND PLACE AVERAGE 3" AC PAVING		
41	Minimum charge	Minimum Charge	\$ 1,750 ⁰⁰
42	100 SF to 500 SF	Square Foot	\$ 5 ⁰⁰
43	501 SF to 1000 SF	Square Foot	\$ 4 ⁰⁰
44	1001 SF to 3000 SF	Square Foot	\$ 4 ⁰⁰
45	3001 SF to 6000 SF	Square Foot	\$ 3 ⁰⁰

Bid Form 3

CAPISTRANO UNIFIED SCHOOL DISTRICT
 BID NO 1314-03
 ASPHALT PAVING, SEALCOATING AND REPAIR

COMPANY NAME BEN'S ASPHALT

ITEM #	DESCRIPTION	UNIT OF MEASURE	BID PRICE
46	6001 SF to 10,000 SF	Square Foot	\$ 2 ²⁵
47	10,001 SF to 15,000 SF	Square Foot	\$ 1 ³⁵
48	Place 1" thick AGG base, including removal	Square Foot to each unit	\$.50
	RAMP TRANSITION		
49	Minimum move-in per site	Site	\$ 1,500 ⁰⁰
50	Minimum move-in per ramp	Ramp	\$ 150 ⁰⁰
	REDWOOD HEADERS		
51	2" x 4"	Lineal Foot	\$ 2 ⁵⁰
52	2" x 6"	Lineal Foot	\$ 3 ⁵⁰
	SLURRY		
53	1 SF to 2000 SF	Square Foot	\$.50
54	2001 SF to 10,000 SF	Square Foot	\$.20
55	10,001 SF to 20,000 SF	Square Foot	\$.10
56	20,001 SF to 40,000 SF	Square Foot	\$.10
57	40,001 SF and over	Square Foot	\$.10
	DOUBLE SLURRY - slurry, flash dry, slurry		
58	1 SF to 2000 SF	Square Foot	\$.75
59	2001 SF to 10,000 SF	Square Foot	\$.30
60	10,001 SF to 20,000 SF	Square Foot	\$.15
61	20,001 SF to 40,000 SF	Square Foot	\$.15
62	40,001 SF and over	Square Foot	\$.15
	STRIPING AND STENCIL		
63	3" Wide Solid Lines	Lineal Foot	\$.30
64	4" Wide Solid Lines	Lineal Foot	\$.35
65	Miscellaneous legends	Lineal Foot	\$.50
66	Stencils 8"-12" (Letters & Numbers)	Per Letter	\$ 1 ⁰⁰
67	Stencils 24" (Letters & Numbers)	Per Letter	\$ 2 ⁰⁰
68	4 Square	Each	\$ 50 ⁰⁰
69	Hop Scotch	Each	\$ 75 ⁰⁰
70	Basketball Court	Each	\$ 250 ⁰⁰
71	Stop Bar/Limit Line	Each	\$ 40 ⁰⁰
72	Curb Painting (red/yellow/green/white)	Lineal Foot	\$.75

Bid Form 4

CAPISTRANO UNIFIED SCHOOL DISTRICT
 BID NO. 1314-03
 ASPHALT PAVING, SEALCOATING AND REPAIR

COMPANY NAME BEN'S ASPHALT

ITEM #	DESCRIPTION	UNIT OF MEASURE	BID PRICE
	SEALCOAT - unit prices indicate one coat application		
73	1 SF to 2000 SF	Square Foot	\$.50
74	2001 SF to 10,000 SF	Square Foot	\$.20
75	10,001 SF and over	Square Foot	\$.07
76	CONCRETE CURB	Lineal Foot	\$ 10 ⁰⁰
77	GUTTER	Square Foot	\$ 7 ⁵⁰
78	ASPHALT RAMP EXTENSION - typically 4' x 5', 0 - 3" thick	Each	\$ 250 ⁰⁰
79	CRACK REPAIR - grind and fill	Lineal Foot	\$ 1 ⁰⁰
80	CONCRETE FLOW LINE - 3' x 6"	Lineal Foot	\$ 30 ⁰⁰
81	GRIND ASPHALT AT CONCRETE EDGES TO MATCH ELEVATIONS	Lineal Foot	\$ 2 ⁰⁰
82	CONCRETE DRAIN BOX 12" X 12" X 12" WITH TRAFFIC GRATE IN ASPHALT OR CONCRETE	Each	\$ 200 ⁰⁰
83	WHEEL STOPS/PARKING BLOCK	Each	\$ 25 ⁰⁰
84	FLATWORK - 4" concrete	Square Foot	\$ 3 ⁵⁰
	SCHEDULE 40 PVC DRAIN PIPE		
85	In dirt	Lineal Foot	\$.60
86	In asphalt	Lineal Foot	\$.60
87	In concrete	Lineal Foot	\$.60
	PARKING LOT SWEEPING		
88	Minimum Charge	Note Square Footage for minimum charge 10,000 or less	\$ 500 ⁰⁰

Bid Form 5

ITEM #	DESCRIPTION	UNIT OF MEASURE	BID PRICE
	OPERATED EQUIPMENT		
89	Backhoe	Hour	\$ 115 ⁰⁰
90	Dump truck	Hour	\$ 80 ⁰⁰
91	Roller	Hour	\$ 95 ⁰⁰
92	Skip loader	Hour	\$ 95 ⁰⁰
93	Bobcat	Hour	\$ 115 ⁰⁰
94	Water truck	Hour	\$ 75 ⁰⁰
95	Blade	Hour	\$ 125 ⁰⁰
96	950 loader	Hour	\$ 140 ⁰⁰
97	LABOR - not covered in unit prices	Hour	70 ⁰⁰
98	MINIMUM CHARGE FOR ANY JOB	Lump Sum	\$ 1,500 ⁰⁰

Each individual bid term shall be determined from visiting the work site, reviewing the drawings and specifications and all portions of the Project Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, all as per the requirements of the Project Documents, whether or not expressly listed or designated.

2. It is understood that the DISTRICT reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The required bid security is attached.

4. The required list(s) of proposed subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) is complete and in compliance with the Subletting and Subcontracting Fair Practices Act. Public Contract Code Sections 4100, et seq.

5. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT the Faithful Performance Bond and a separate Payment Bond as specified, and certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, within five (5) working days of the notice of award of the contract, or as otherwise requested in writing by the DISTRICT. It is understood that should bidder fail or refuse to return these documents as

RECEIVED
FEB 25 2014

AMENDMENT TO AGREEMENT
BID NO. 1314-03 ASPHALT PAVING, SEALCOATING, AND REPAIR

BY:

WITH
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
BEN'S ASPHALT, INCORPORATED

Agreement for Bid No. 1314-03 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Agreement for Bid No. 1314-03 shall be amended to \$850,000 annually for additional services as requested by the District.

Except as set forth in this Amendment to Agreement, and Board approved on May 22, 2013, all other terms of the contract remain in full force and effect.

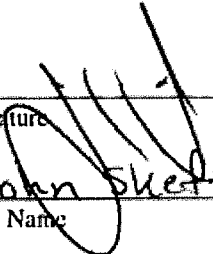
DISTRICT

CONTRACTOR

Capistrano Unified School District

Ben's Asphalt, Incorporated

By: 
Signature

By: 
Signature

Terry Fluent

John Skerffington
Print Name

Director, Purchasing

CFO
Title

Date: 3/4/14

Date: 2/25/14

RECEIVED
FEB 28 2014
PURCHASING

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of Wednesday, June 11, 2014
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. Cascarado, Matthew	ASB Worker	District Initiated	02/11/2008	05/29/2014
2. Chenault, Michele	Inst Asst Science	Other Employment	01/09/2014	06/24/2014
3. Escherich, Sarah	IF-Sp Ed	Voluntary	01/23/2014	06/24/2014
4. Folsom, Jennifer	Inst Asst-Sp Ed	Relocation	09/09/2013	05/30/2014
5. Harrelson, Diane	Elem Sch Office Manager	Retirement	03/02/1998	06/07/2014
6. Horrell, Stephen	ASB Worker	District Initiated	03/01/2010	05/19/2014
7. Kahl, Cynthia	Inst Asst-Sp Ed Presch	Voluntary	08/25/2004	06/25/2014
8. Kim, Tamara	Sub Student Supvr	District Initiated	06/22/2012	05/19/2014
9. Klein, Orbelina	Student Supvr	Voluntary	09/02/2008	06/02/2014
10. Kono, Mary	FS Worker	Personal	11/07/2013	06/24/2014
	Student Supvr			
11. Ling, Reiko	Inst Asst-Presch	Voluntary	01/07/2009	05/22/2014
12. Luna, Samuel	Electronic Specialist	Retirement	11/12/1984	06/30/2014
13. Newsom, Aimee	IF-Sp Ed	Voluntary	12/03/2013	06/25/2014
14. Pevzner, Harvey	ASB Worker	Voluntary	11/22/2010	03/15/2014

APPROVE EMPLOYMENT

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
15. Araujo, David	Custodian I (12mo/40hpw)	\$ 2,830.36 mo	R26-1	06/12/2014
16. Quintanar, Jonathan	Custodian I (12mo/40hpw)	\$ 2,830.36 mo	R26-1	06/12/2014

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
17. Eklund, Jeanna	LVN (9.5mo/25hpw)	\$18.02 hr	R30-1	05/29/2014
18. Perry, Jennifer	LVN (9.5mo/25hpw)	\$18.02 hr	R30-1	05/29/2014
19. Vadurro, Shannon	FS Worker (9.5mo/15hpw)	\$12.14 hr	R14-1	05/29/2014
20. Zach, Kurt	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	05/29/2014

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of Wednesday, June 11, 2014
Classified Employees

APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
21. Hayes, Luke	Student Supervisor	\$10.00 hr		06/12/2014
22. Kono, Mary	Student Supvr	\$10.00 hr		06/25/2014
	FS Worker	\$12.14 hr	R14-1	
23. Osborne, Deborah	Inst Asst-Sp Ed	\$14.08 hr	R20-1	06/12/2014
	IF-Sp Ed	\$14.76 hr	R22-1	
24. Paplia, Marilyn	FS Worker	\$12.14 hr	R14-1	06/12/2014
25. Romero, Ellen	Clerk	\$15.16 hr	R23-1	06/12/2014
	FS Worker	\$12.14 hr	R14-1	
26. Farrish, Dalilah	Student Supvr	\$10.00 hr		06/12/2014

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
27. Bonilla, Jazmin	Student Worker	\$ 9.00 hr	05/15/2014- 06/30/2014
28. Burns, Cameron	Student Worker	\$ 9.00 hr	05/01/2014- 06/30/2014
29. Carlyle, Logan	Student Worker	\$ 9.00 hr	04/26/2014- 06/30/2014
30. Clunie, Bryan	Student Worker	\$ 9.00 hr	04/26/2014- 06/30/2014
31. Farrell, Donovan	Student Worker	\$ 9.00 hr	04/26/2014- 06/30/2014
32. Garcia, Mario	Student Worker	\$ 9.00 hr	04/26/2014- 06/30/2014
33. Garza, Belen	Student Worker	\$ 9.00 hr	05/06/2014- 06/30/2014
34. Gaudreau, Danielle	Student Worker	\$ 9.00 hr	05/15/2014- 06/30/2014
35. Gomez Hernandez, Susana	Student Worker	\$ 9.00 hr	05/06/2014- 06/30/2014
36. Green, Jordan	Student Worker	\$ 9.00 hr	04/26/2014- 06/30/2014
37. Kim, Iris	Student Worker	\$ 9.00 hr	05/15/2014- 06/30/2014
38. Mauntel, Paul	Student Worker	\$ 9.00 hr	04/26/2014- 06/30/2014
39. McCall, Cameron	Student Worker	\$ 9.00 hr	05/15/2014- 06/30/2014

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of Wednesday, June 11, 2014
Classified Employees

APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
40. McKee, Skylar	Student Worker	\$ 9.00 hr	05/01/2014- 06/30/2014
41. Ohmer, Mitchell	Student Worker	\$ 9.00 hr	05/02/2014- 06/30/2014
42. Regueiro, Andrew	Student Worker	\$ 9.00 hr	05/12/2014- 06/30/2014
43. Solos, Igor	Student Worker	\$ 9.00 hr	05/06/2014- 06/30/2014
44. Willet, Olivia	Student Worker	\$ 9.00 hr	05/01/2014- 06/30/2014
45. Zaragoza-Cayetano, Alfredo	Student Worker	\$ 9.00 hr	04/26/2014- 06/30/2014

APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
46. Goodbrand, Ryan	Baseball, Varsity Assistant	Tesoro HS	\$ 3,081.00	03/01/2014

APPROVE CIF CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
47. Albert, Crystal	Softball, Varsity (Asst)	San Clemente HS	\$ 308.10	05/17/2014
48. Awender, Richard	Baseball, Varsity (Asst)	Capistrano Valley HS	\$ 308.10	05/17/2014
49. Conrad, Todd	Swim, Girls' Varsity (Head)	Tesoro HS	\$ 165.05	05/11/2014
50. Goodbrand, Ryan	Baseball, Varsity (Asst)	Tesoro HS	\$ 308.10	05/11/2014
51. Kendrick, Marc	Softball, Varsity (Head)	Capistrano Valley HS	\$ 352.10	05/17/2014
52. Kohler, Tom	Volleyball, Boys' Varsity (Head)	San Juan Hills HS	\$ 330.10	05/12/2014
53. Machado, Terri	Tennis, Varsity (Head)	Capistrano Valley HS	\$ 165.05	05/15/2014
54. Malcolm, William	Softball, Varsity (Head)	San Clemente HS	\$ 352.10	05/17/2014

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of Wednesday, June 11, 2014
Classified Employees

APPROVE CIF CO-CURRICULAR ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
55. Miranda, Albert	Track, Girls' Varsity (Head)	Tesoro HS	\$ 176.05	05/11/2014
	Boys' Varsity (Head)		\$ 176.05	
56. Munsell, Donald	Softball, Varsity (Head)	Tesoro HS	\$ 352.10	05/18/2014
57. Schwartzburg, Heather	Softball, Varsity (Asst)	Capistrano Valley HS	\$ 308.10	05/17/2014
58. Zamora, Robert	Baseball, Varsity (Head)	Capistrano Valley HS	\$ 352.10	05/17/2014

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
59. Allred, John	Football, (Asst)	San Clemente HS	\$ 200.00	05/15/2014- 06/06/2014
60. Kopp, Troy	Football, (Asst)	San Clemente HS	\$ 350.00	05/15/2014- 06/06/2014
61. Phillips, Ryan	Football, (Asst)	San Clemente HS	\$ 550.00	05/15/2014- 06/06/2014
62. Sough, Cory	Golf	San Juan Hills HS	\$ 500.00	02/10/2014- 05/09/2014

APPROVE EMPLOYMENT PENDING CLEARANCES

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
63. Bowman, Rebeka	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	06/12/2014

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
64. Osborne, Deborah	Inst Asst-Sp Ed	\$14.08 hr	R20-1	06/12/2014
	IF-Sp Ed	\$14.79 hr	R22-1	

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of Wednesday, June 11, 2014
Classified Employees

APPROVE PROMOTION

<u>Name</u>	<u>Former Position</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
65. Buzzetta, Maribel	Blngl Comm Svcs Liaison (9.5mo/17.5hpw)	Elem Sch Clerk (10.75mo/40hpw)	R26-1	06/12/2014
66. Vernaza, Larry	Supvr IV Custodial Services (12mo/40hpw)	Manager I M&O (Temp/40hpw)	R41-3	05/23/2014- 06/30/2014

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
67. Bacopulos, Amanda	IF-Sp Ed TAA NTE 5.5 hrs (Accompany student to prom)	05/24/2014
68. Flores Arteage, Nataly	Student Supvr TAA NTE 10 hrs (Supervise students)	04/01/2014- 06/24/2014
69. Franke, Karen	MS Campus Supvr TAA NTE 3.5 hrs (Supervise students)	06/23/2014
70. Harris, Robin	Caregiver TAA NTE 4 hrs (Attend Senior trip to Disneyland)	05/21/2014
71. Jadwin, Mary	MS Campus Supvr TAA NTE 3.5 hrs (Supervise students)	06/23/2014
72. Reategui, Ana	Student Supvr TAA NTE 2.5 hrs (Supervise students)	04/01/2014- 06/24/2014
73. Soto, Graciela	Student Supvr TAA NTE 10 hrs (Supervise students)	04/01/2014- 06/24/2014

**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>
74. Mendoza, Rosa	Blngl Comm Svcs Liaison (9.5mo/17.5hpw)	Blngl Elem Sch Office Manager	R34-1	05/08/2014- 06/24/2014

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of Wednesday, June 11, 2014
Classified Employees

APPROVE LEAVES OF ABSENCE

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
75. Shanks, Stephanie	Personal	03/11/2014- 06/24/2014

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of June 11, 2014
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. Barnhill, Michael	Substitute Teacher	District Initiated	09/26/2013	06/03/2014
2. Beckman, Portlan	Substitute Teacher	District Initiated	12/12/2013	05/27/2014
3. Berg, Sondra	Substitute Teacher	District Initiated	03/13/2014	06/03/2014
4. Bitterlich, Adell	Substitute Teacher	District Initiated	09/12/2013	06/03/2014
5. Bulic, Bianca	Substitute Teacher	District Initiated	09/26/2013	05/27/2014
6. Morlock, Megan	Substitute Teacher	District Initiated	03/13/2014	05/27/2014
7. Nelius, Joanna	Substitute Teacher	District Initiated	12/12/2013	05/27/2014
8. Nicholson, Lhonda	Teacher	Retirement	08/29/2007	06/25/2014
9. Pirro, Brooks	Substitute Teacher	District Initiated	04/24/2010	05/27/2014
10. Rajab, Stacy	Substitute Teacher	District Initiated	03/27/2014	05/27/2014
11. Trueblood, Melinda	School Nurse	Relocation	08/19/2013	06/26/2014
12. Wagdy, Noha	Substitute Teacher	District Initiated	04/24/2014	05/27/2014

APPROVE HOME/HOSPITAL TEACHERS

Pay @ \$35.00 per hour

13. Nowell, Robert

APPROVE SUBSTITUTE TEACHERS

Pay @ \$90.00 per day

14. Clayton, Kiri

16. Reichert, Hillary

15. Patel-Leonard, Poonam

APPROVE EMPLOYMENT PENDING CLEARANCES

<u>Name</u>	<u>Assignment</u>	<u>Annual Salary</u>	<u>Column/Step</u>	<u>Earliest Effective Date</u>
17. Stever, Nick	HS Assistant Principal	\$105,843	58-3	07/01/2014
18. Vettraino, Regi	MS Assistant Principal	\$103,140	53-5	07/01/2014

APPROVE 6/5th ASSIGNMENT 2nd SEMESTER

Not to exceed \$19,800.00 for 6/5ths section

19. Leiva, Megan

20. Varricchio, Amy

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of June 11, 2014
Certificated Employees

APPROVE ASSIGNMENT ADJUSTMENT

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
21. Dyer, Blair	LOA	Teacher-100%	09/02/2014

APPROVE PROMOTIONS

<u>Name</u>	<u>Previous Assignment</u>	<u>Annual Salary</u>	<u>New Assignment</u>	<u>Annual Salary</u>	<u>Effective Date</u>
22. Brooks, Tim	Principal K-8	\$131,948	Director VI, Personnel Services	\$141,923	07/01/2014
23. Hatcher, Michael	HS Activities Director	\$82,734	HS Assistant Principal	\$96,003	07/01/2014
24. Murphy, Orla	Teacher	\$82,246	MS Assistant Principal	\$84,853	07/01/2014

APPROVE ADDITIONAL ASSIGNMENTS

AP Review Hours – Multiple Sites

Not to exceed 7 hours instructional pay @ \$35.00 per hour
04/01/2014-06/24/2014

25. Berg, Ericka	39. Sigafoos, Kathleen
26. Byers, Barbara	40. Signer, Jeff
27. Cain, Joshua	41. Sisca-McGuire, Carla
28. Compean, Laura	42. Slocum, Niki
29. Dutton, Caroline	43. Soto, Antonio
30. Finnerty, Stacey	44. Swenson, Casey
31. Kerr, Lisa	45. Tanaka, Mio
32. Kipe, Cecily	46. Tubbs, Mike
33. Kolasa, Jeff	47. Urquidi, Roderick
34. Krehahn, Iris	48. Van Olsen, Shirley
35. Mariani, Lindsay	49. Wallace, Danielle
36. Popovich, Marc	50. Washington, Wendy
37. Schmidt, Lana	51. Willsey, Pat
38. Shick, Allison	

To Attend ADD/SIOP Training – Multiple Sites

Not to exceed 15 hours non-instructional pay @ \$30.00 per hour
09/07/2013-06/24/2014

52. Brizendine, Melissa	54. Gottdank, Alex
53. Espinoza-Perez, Soraya	55. Lawbaugh, Cindy

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of June 11, 2014
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

New Standards for AAA/GATE Meetings – Moulton Elem
Not to exceed 2 hours non-instructional pay @ \$30.00 per hour
05/30/2014-06/24/2014

56. Brizendine, Melissa

AP Review Hours – Dana Hills High School
Not to exceed 7 hours instructional pay @ \$35.00 per hour
04/15/2014-06/24/2014

57. Slocum, Niki

58. Wallace, Danielle

To Attend SIOP Training – San Clemente High School
Not to exceed 1 hour non-instructional pay @ \$30.00 per hour
01/03/2014-01/05/2014

59. Jobst, Shelly

60. Schmidt, Swetlana

To Provide Chemistry Tutorial Sessions – Tesoro HS
Not to exceed 25 hours instructional pay @ \$35.00 per hour
05/08/2014-06/25/2014

61. Leiva, Megan

62. Varricchio, Amy

To Teach Credit Recovery Class for High School Students – Adult Ed
Not to exceed 78.0 hours instructional pay @ \$35.00 per hour
05/12/2014-06/30/2014

63. Brewer, Cynthia

64. Chubb, Jon

65. Forster, Glenn

66. Gellatly, Dave

67. Hansen, Ivan

68. Heidner, Norm

69. Kolenic, Rita

70. Lee, Christina

71. Marsing, Debbie

72. Nixon, Robyn

73. Ochwat, Adam

74. Olivieri, Rebekah

75. Perez, Deanna

76. Pino, David

77. Smith, Sarah

78. Williamson, Jacob

79. Wilson, Duncan

80. Wooten, Jeremy

81. Workman, Kenneth

82. York, Mark

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of June 11, 2014
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

To Assist with Summer CELDT Parent Night, Voyager Implementation
& Parent Homework Handbook – Education Services

Not to exceed 16 hours non-instructional pay @ \$30.00 per hour
05/06/2014-06/24/2014

- | | |
|-------------------------|-------------------------|
| 83. Ahmer, Matt | 104. Lechuga, Naomi |
| 84. Baptiste, Natalie | 105. Lewis, Elizabeth |
| 85. Bell, Beth | 106. Link, Barbie |
| 86. Blanco, Syliva | 107. Manzotti, Maria |
| 87. Breithaupt, Teresa | 108. Martus, Larissa |
| 88. Calkins, Joan | 109. Murphy, Orla |
| 89. Cantoran, Rene | 110. Noland, Jan |
| 90. Conover, Nancy | 111. Reina, Renato |
| 91. Ferman, Cara | 112. Ruby-Loran, Cheryl |
| 92. Freeman, Denene | 113. Schertzer, Kristen |
| 93. French, Mikole | 114. Shultz, Michelle |
| 94. Frome, Lori | 115. Smith, Laura |
| 95. Gant, Tina | 116. Swanson, Celeste |
| 96. Gilstrap, Tiffany | 117. Sweeney, Lorena |
| 97. Grant, Meagen | 118. Takacs, Lynne |
| 98. Guzman, Carla | 119. Vallejos, Stacy |
| 99. Halterman, Jody | 120. Vega, Raul |
| 100. Hehn, Lynette | 121. Victa, Cleo |
| 101. Jacobson, Jennifer | 122. Villalba, Fernanda |
| 102. Jones, Lindsay | 123. Winters, Randi |
| 103. Kenney, Valerie | |

To Attend Saddleback Articulation Meeting – Education Services

Not to exceed 10 hours non-instructional pay @ \$30.00 per hour
04/25/2014-04/30/2014

- | | |
|--------------------|--------------------|
| 124. Baker, Kent | 126. Ohnstad, Jon |
| 125. Norgren, Ryan | 127. Stinson, Rick |

ELD Advisor – Education Services

Not to exceed 37 hours non-instructional pay @ \$30.00 per hour
11/25/2013-06/25/2014

128. Gant, Tina

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of June 11, 2014
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)

To Inventory Lobo Lodge & Water Museum Contents – Education Services
Not to exceed 20 hours non-instructional pay @ \$30.00 per hour
05/19/2014-06/25/2014

129. Thomas, Kogee

To Attend Saddleback Articulation Meeting – Education Services
Not to exceed 3 hours non-instructional pay @ \$30.00 per hour
04/25/2014-04/30/2014

130. Baker, Kent

132. Ohnstad, Jon

131. Norgren, Ryan

133. Stinson, Rick

To Complete Assessment for the Expert Consult Team – Special Education
Not to exceed 10 hours at hourly per diem rate of \$68.57 per hour
05/14/2014-06/30/2014

134. Brown, Susan

To Complete Assessment for the Expert Consult Team – Special Education
Not to exceed 10 hours at hourly per diem rate of \$55.46 per hour
05/14/2014-06/30/2014

135. Sieling, Tara

APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
136. Phillipson, Kelly	Outdoor Education, Elementary	Concordia ES	\$ 110.00	05/19/2014- 05/21/2014
137. Tyler, Sonet	Outdoor Education, Elementary	Don Juan Avila ES	\$ 110.00	05/27/2014- 05/30/2014

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of June 11, 2014
Certificated Employees

APPROVE CIF CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
138. Brail, Richard	Baseball, Varsity (Head)	Tesoro HS	\$ 352.10	05/11/2014
139. Brown, Rich	Baseball, Boys' Varsity (Asst)	San Clemente HS	\$ 308.10	05/17/2014
140. Corbett, Kevin	Track, Girls'	San Clemente HS	\$ 132.05	05/10/2014
141. Esquibel, Steve	Baseball, Varsity (Asst)	Dana Hills HS	\$ 308.10	05/19/2014
142. Faris, Tom	Baseball, Varsity (Head)	Dana Hills HS	\$ \$352.10	05/19/2014

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
143. Gellatly, Dave	Baseball, Boys' Varsity (Head)	San Clemente HS	\$ 352.10	05/17/2014
144. Gibson, Mike	Swim, Boys' Varsity (Head)	Tesoro HS	\$ 165.05	05/11/2014
145. Goldstone, Ken	Volleyball, Boys' Varsity (Head)	San Clemente HS	\$ 330.10	05/07/2014
146. Hurlbut, Michael	Golf, Boys' Varsity (Head)	San Clemente HS	\$ 330.10	05/07/2014
147. Johnson, Dan	Track, Boys' (Head)	San Clemente HS	\$ 264.10	05/10/2014
148. Johnstone, Van	Golf, Boys' Varsity (Head)	Tesoro HS	\$ 330.10	05/11/2014
149. Laster, Don	Swim, Girls' (Head)	San Clemente HS	\$ 330.10	05/10/2014
150. Minier, Michael	Golf, Varsity (Head)	Capistrano Valley HS	\$ 165.05	05/20/2014
151. Mulligan, Shawn	Track, Boys'	San Clemente HS	\$ 132.05	05/10/2014
152. Nolan, Catherine	Track, Varsity (Head)	San Juan Hills HS	\$ 352.10	05/12/2014
153. Parker, Marc	Swim, Boys' (Head)	San Clemente HS	\$ 330.10	05/10/2014

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of June 11, 2014
Certificated Employees

APPROVE CIF CO-CURRICULAR ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
154. Polk, Rich	Volleyball, Boys' Varsity (Head)	Tesoro HS	\$ 330.10	05/11/2014
155. Proodian, Dave	Track, Girls' (Head)	San Clemente HS	\$ 352.10	05/10/2014
156. Sayles, Kenneth	Track, Boys' Varsity (Head)	Capistrano Valley HS	\$ 352.10	05/10/2014
	Track, Girls' Varsity (Head)		\$ 176.05	05/18/2014
157. Stephens, John	Track, Girls' Varsity (Head)			
	Tennis, Boys' Varsity (Head)	San Clemente HS	\$ 330.10	05/08/2014
			\$ 165.05	05/17/2014
<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
158. Summers, Robert	Track, Varsity (Head)	San Juan Hills HS	\$ 352.10	05/12/2014
159. Wachenheim, Paul	Softball, Varsity (Asst)	Tesoro HS	\$ 308.10	08/18/2014
160. Wilburton, Phil	Golf, Boys' Varsity (Head)	Dana Hills HS	\$ 330.10	05/12/2014
161. York, Mark	Track, Boys' Varsity (Asst)	Capistrano Valley HS	\$ 264.10	05/10/2014

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of June 11, 2014
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>
162. Barnett, Keith	Basketball, Boys' Varsity (Head)	Aliso Niguel HS	\$ 3,000.00	06/05/2014- 06/30/2014
163. Calentino, Mark	Wrestling, (Head)	San Clemente HS	\$ 700.00	05/21/2014- 06/18/2014
164. Donnelly, John	Football, Varsity (Asst)	San Clemente HS	\$ 2,500.00	08/09/2014- 11/07/2014
165. Puffer, Jon	Waterpolo, Boys' Varsity (Head)	Aliso Niguel HS	\$ 3,300.00	05/20/2014- 06/30/2014
	Waterpolo, Boys' JV		\$ 3,300.00	
166. Riach, Tom	Basketball, Boys' Varsity (Asst)	Aliso Niguel HS	\$ 3,000.00	06/05/2014- 06/30/2014
167. Wood, Joe	Football, Varsity (Asst)	San Clemente HS	\$ 1,200.00	05/15/2014- 06/06/2014

AUTHORIZATION OF COACHES TO PROVIDE PHYSICAL EDUCATION CREDIT

June 11, 2014

DANA HILLS HIGH SCHOOL	
Teacher	Assignment
Richard Stinson	Paddleboarding

TESORO HIGH SCHOOL	
Teacher	Assignment
Donald Skaff	Soccer

