

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

BOARD OF TRUSTEES  
Regular Meeting

February 12, 2014

Open Session – **7:30 p.m.**  
Closed Session – Following Open Session

**AGENDA**

**OPEN SESSION AT 7:30 P.M.**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ADOPTION OF THE AGENDA – ROLL CALL**

**SPECIAL RECOGNITIONS**

*Sergeant Nancy Wilkey – Safety and Well Being of District Children*  
*Student Body President's Report – Dana Hills High School*

**BOARD AND SUPERINTENDENT COMMENTS**

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

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

**PUBLIC HEARINGS: Agenda Item #1    Class Size Penalty Waiver Request**

**RECORDING OF SCHOOL BOARD MEETINGS**

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

## PUBLIC HEARING

### 1. **PUBLIC HEARING: REQUEST TO WAIVE THE PENALTY FOR CLASS SIZE INCREASES IN KINDERGARTEN THROUGH EIGHTH GRADE:** INFORMATION/ DISCUSSION

The Board will conduct a public hearing on a request to waive the penalty for class size increases in kindergarten through eighth grade. Supporting information is located in Exhibit 2.

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

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

#### 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. **REQUEST TO WAIVE THE PENALTY FOR CLASS SIZE INCREASES IN KINDERGARTEN THROUGH EIGHTH GRADE:** DISCUSSION/ ACTION

The District is requesting California Department of Education waive the penalty for increasing kindergarten through third grade individual class sizes and kindergarten through eighth grade class size averages in the 2014-2015 school year. Previous approval was granted for the kindergarten, first through third, and fourth through eighth grade waivers for the 2011-2012, 2012-2013, and 2013-2014 school years. This request is a renewal of the same waivers. Approval of the waivers would eliminate penalties for overall kindergarten class averages above 31, first through third grade class averages above 30, and grades four through eight averages above 29.9. The waiver would also eliminate the penalties for increasing the individual class size in kindergarten to above 33 and individual class size in grades one through three to above 32. The maximum individual class size in kindergarten through third grade would be 35 students. The maximum District class average would be 33 students in kindergarten and 34 students in grades one through three. Approval of these waivers would also provide additional staffing and placement options that will reduce the number of combination classes at the elementary level. Deadlines of the State of California require that this action be considered by the Board before the District completes its negotiations with employee groups and develops its budget priorities for the 2014-2015 school year. Based on budget estimates from the state, staff anticipates that class sizes will decrease in the 2014-2015 school year. This action is being taken in case budget projections change and the class size waiver is needed.

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

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

#### Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the Request to Waive the Penalty for Class Size Increases in Kindergarten through Eighth Grade.

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

Page 1  
**EXHIBIT 2**

## **DISCUSSION/ACTION ITEMS**

**3. PRESENTATION BY REPRESENTATIVES OF HAZARD, YOUNG, ATTEA & ASSOCIATES CONCERNING THE SEARCH PROCESS FOR DISTRICT SUPERINTENDENT:**

INFORMATION/  
DISCUSSION

During the preceding special Board meeting, representatives of Hazard, Young, Attea & Associates engaged the Board in a planning session on the firm's superintendent selection process. This agenda item provides an opportunity for members of the public, who were not present at the special meeting, to learn more about the search process for a District superintendent from the firm's representatives, Bill Attea and Carolyn McKennan.

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

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

**Staff Recommendation**

It is recommended the Board President introduce Bill Attea and Carolyn McKennan from Hazard, Young, Attea & Associates to present this item.

**4. CONSIDERATION OF THE RENEWAL OF EXISTING CELLULAR FACILITIES LEASE AGREEMENTS:**

DISCUSSION/  
ACTION  
Page 3  
**EXHIBIT 4**

Staff will ask the Board of Trustees to consider a renewal of the existing cellular facilities lease agreements.

***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 direct staff in the Consideration of the Renewal of Existing Cellular Facilities Lease Agreements.

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

## **CONSENT CALENDAR**

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

## **GENERAL FUNCTIONS**

**5. SCHOOL BOARD MINUTES:**

Approval of the minutes of the January 8, 2014, regular Board meeting.

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

Page 7  
**EXHIBIT 5**

**6. SCHOOL BOARD MINUTES:**

Approval of the minutes of the January 15, 2014, special Board meeting.

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

Page 13  
**EXHIBIT 6**

**7. SCHOOL BOARD MINUTES:**

Approval of the minutes of the January 22, 2014, regular Board meeting.

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

Page 15  
**EXHIBIT 7**

## CURRICULUM & INSTRUCTION

### 8. **EXPULSION READMISSIONS:**

Approval to readmit students from expulsion. Due to the confidential nature of this item, the supporting information for this item is provided to Trustees under separate cover.

*CUSD Strategic Plan Pillar 2: Safe and Healthy Schools*

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

### 9. **RESOLUTION NO. 1314-33, DESIGNATED REPRESENTATIVE FOR SIGNATURE FOR COMMUNITY CARE LICENSING CHILD CARE DIVISION DOCUMENTS:**

Page 23  
**EXHIBIT 9**

Approval of Resolution No. 1314-33 will authorize the District to designate representatives to sign documents for the Community Care Licensing Child Care Division. Board approval is required for Debra R. Keeler, Director IV, Early Childhood Programs, to be designated as an authorized representative to sign documents for the Community Care Licensing Child Care Division for Fiscal Years 2013-2014 and 2014-2015.

*CUSD Strategic Plan Pillar 5: Effective Operations*

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

### 10. **STUDENT TEACHING AGREEMENT – BRANDMAN UNIVERSITY:**

Page 25  
**EXHIBIT 10**

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

*CUSD Strategic Plan Pillar 1: Community Relations*

*Contact: Julie Hatchel, Assistant Superintendent, Education Service, Elementary*

## BUSINESS & SUPPORT SERVICES

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

Page 33  
**EXHIBIT 11**

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 \$805,726.31 and the commercial warrants total \$6,241,825.51. 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*

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

Page 59  
**EXHIBIT 12**

Approval of donations of funds and equipment. A number of gifts have been donated to the District, including \$566,255.63 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*

**13. INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE, AND MASTER CONTRACT AGREEMENTS:**

Page 63  
**EXHIBIT 13**

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 four new agreements totaling \$210,000, two new agreement ratifications totaling \$16,000, one amendment totaling \$10,000, three ratified amendments to existing agreements totaling \$21,900, one extension to an existing agreement totaling \$90,000, and one ratified extension to an existing agreement totaling \$10,000. Due to the size of the contract documents, the General Conditions for each type of agreement are posted online on the District's Board Agendas and Supporting Documentation page.

*CUSD Strategic Plan Pillar 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*

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

Approval of the ratification of special education Informal Dispute Resolution Agreement Case #013814. Due to the confidential nature of the agreement, supporting information is provided to Trustees under separate cover.

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

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

**15. SPECIAL EDUCATION SETTLEMENT AGREEMENTS:**

Approval of special education Settlement Agreement Case #2012120173, Settlement Agreement Case #2013110539, and Informal Dispute Resolution Agreement Case #112413. Due to the confidential nature of the agreements, supporting information is provided to Trustees under separate cover.

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

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

**16. MEMORANDUM OF UNDERSTANDING, CALIFORNIA DEPARTMENT OF EDUCATION, NUTRITION SERVICES DIVISION:**

Page 125  
**EXHIBIT 16**

Approval of the Memorandum of Understanding (MOU) with the California Department of Education (CDE), Nutrition Services Division. This MOU gives the CDE the responsibility of ordering, receiving, and distributing all United States Department of Agriculture (USDA) foods on behalf of the District, according to policies and regulations as designated by the CDE and the USDA. The approximate annual cost for this service is \$15,000, funded by Food and Nutrition Services.

*CUSD Strategic Plan Pillar 5: Effective Operations*

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

**17. INCOME AGREEMENT, ORANGE COUNTY SUPERINTENDENT OF SCHOOLS:**

Page 129  
**EXHIBIT 17**

Ratification of an Income Agreement with the Orange County Superintendent of Schools to provide Common Core Mathematics professional development training. The Orange County Department of Education Mathematics Team will provide four sessions of training and staff development. The estimated cost is \$4,800, funded by the general fund.

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

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

- 18. AMENDMENT TO THE AGREEMENT ARCHITECTURAL SERVICES – WLC ARCHITECTS INCORPORATED:** Page 137  
**EXHIBIT 18**
- Approval of the Amendment to the Agreement Architectural Services No. 1213187 with WLC Architects, Incorporated (WLC) to add San Clemente High School (SCHS) reroofing and Dana Hills High School (DHHS) heating, ventilation, and air conditioning replacement projects. WLC will provide services for the base fees of \$170,333 for the SCHS project and \$222,404 for the DHHS project, per the proposal dated December 20, 2013. The services related to these two additional projects increases the not-to-exceed amount on the contract to \$750,000, funded by School Facilities Improvement District.
- CUSD Strategic Plan Pillar 2: Safe and Healthy Schools*  
*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*
- 19. AMENDMENT TO AGREEMENT BID NO. 1213-02, WEED ABATEMENT, E. STEWART AND ASSOCIATES, INCORPORATED:** Page 171  
**EXHIBIT 19**
- Approval of the Amendment to Agreement Bid No. 1213-02 for weed abatement services with E. Stewart and Associates, Incorporated increasing the not-to-exceed amount to \$170,000 annually, for additional services, as requested by the District. Services provided under this contract are funded by deferred maintenance and routine restricted maintenance accounts.
- CUSD Strategic Plan Pillar 2: Safe and Healthy Schools*  
*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*
- PERSONNEL SERVICES**
- 20. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CLASSIFIED EMPLOYEES:** Page 193  
**EXHIBIT 20**
- 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*
- 21. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED EMPLOYEES:** Page 201  
**EXHIBIT 21**
- 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*
- 22. SECOND QUARTER SITE REVIEW REPORT REQUIRED BY THE WILLIAMS SETTLEMENT LEGISLATION, 2013-2014 SCHOOL YEAR:** Page 211  
**EXHIBIT 22**
- Acceptance of Williams Settlement Second Quarter Site Review Report. As a result of the Williams Settlement, Education Code §35186 mandates school districts establish policies and procedures to resolve deficiencies related to textbooks and instructional materials, teacher vacancies or misassignments, facility conditions posing a threat to student/staff health or safety, and instruction and services for the California High School Exit Examination. The law requires any deficiencies or complaints be reported to the Board of Trustees at a regularly scheduled public meeting each quarter. There are no deficiencies or complaints to report for the second quarter.
- 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 \_\_\_\_\_

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.**

**CLOSED SESSION IMMEDIATELY FOLLOWING OPEN SESSION**

**CLOSED SESSION COMMENTS**

**23. CLOSED SESSION** (as authorized by law)

**A. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT**

**EXHIBIT 23 A**

Director IV, Transportation

*(Pursuant to Government Code §54957)*

**B. CONFERENCE WITH LABOR NEGOTIATORS**

Dr. Joseph M. Farley/Jodee Brentlinger/Clark Hampton

Employee Organization:

1) Capistrano Unified Education Association (CUEA)

2) California School Employees Association (CSEA)

3) Teamsters

4) Unrepresented Employees (CUMA)

*(Pursuant to Government Code §54957.6)*

**REPORT OUT OF CLOSED SESSION**

**ADJOURNMENT**

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

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

**THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS WEDNESDAY,  
FEBRUARY 26, 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](http://www.capousd.org)

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

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

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

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

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

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

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

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

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

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

#### **REASONABLE ACCOMMODATION**

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



### Waiver Information

	Kindergarten	Grades 1-3	Grades 4-8
<b>Period of Request - Start</b>	7/1/2014	7/1/2014	7/1/2014
<b>Period of Request - End</b>	6/30/2015	6/30/2015	6/30/2015
<b>Renewal</b>	Yes	Yes	Yes
<b>Previous Waiver #</b>	3-4-2013-W-15	4-4-2013-W-15	55-3-2013-W-17
<b>Previous Date of SBE Approval</b>	7/11/2013	7/11/2013	7/11/2013
<b>Waiver Topic</b>	Class Size Penalties	Class Size Penalties	Class Size Penalties
<b>Ed Code Title</b>	Over Limit on Kindergarten	Over Limit on Grades 1-3	Over Limit on Grades 4-8
<b>Ed Code Section</b>	Portions of 41376 (a), ( c), (d) and 41378 (a) through (e)	Portions of 41376 (a), ( c), (d) and 41378 (a) through (e)	Portions of 41376 (b) and (e)
<b>Ed Code Authority</b>	41382	41382	33050
<b>Circumstances for Request</b>	CUSD is facing a projected budget shortfall in 2014-2015 of \$12 million. In order to maintain maximum flexibility in providing options to balance the budget, the district requests a waiver to increase the number of pupils per each full-time	CUSD is facing a projected budget shortfall in 2014-2015 of \$12 million. In order to maintain maximum flexibility in providing options to balance the budget, the district requests a waiver to increase the number of pupils per each full-time	CUSD is facing a projected budget shortfall in 2014-2015 of \$12 million. In order to maintain maximum flexibility in providing options to balance the budget, the district requests a waiver to increase the number of pupils per each full-time
<b>Individual Class Size</b>	33 to 35	32 to 35	N/A
<b>Maximum Class Size Average</b>	31 to 33	30 to 34	29.9 to 33
<b>Date of Public Hearing</b>	2/12/2014	2/12/2014	2/12/2014
<b>How Advertised</b>	Newspaper, school site, website	Newspaper, school site, website	Newspaper, school site, website
<b>Local Board Approval Date</b>	2/12/2014	2/12/2014	2/12/2014
<b>Advisory Committee</b>	District Restructuring Council	District Restructuring Council	District Restructuring Council
<b>Date Committee Reviewed Waiver Request</b>	2/3/2014	2/3/2014	2/3/2014
<b>Objections?</b>	None	None	None
<b>Bargaining Unit Consultation Date</b>	1/10/2014	1/10/2014	1/10/2014
<b>Neutral, Support Oppose</b>	Neutral	Neutral	Neutral



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

February 12, 2014

**CONSIDERATION OF THE RENEWAL OF EXISTING CELLULAR FACILITIES  
LEASE AGREEMENTS**

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**BACKGROUND INFORMATION**

The District currently has four lease agreements for cellular antenna towers at Capistrano Valley and Dana Hills high schools.

The lease agreement granted to American Tower Corporation for the Capistrano Valley High School facility expires on or about August 31, 2014. The lease payment is approximately \$1,463.82 per month. American Tower Corporation has expressed interest in renewing the lease for a five-year term with the possibility for expanding facilities.

The lease agreements granted to American Tower Corporation, Sprint Nextel, and T-Mobile for the Dana Hills High School facility expires on the dates shown in Attachment 2. The lease payments are approximately \$4,530.65 per month.

**CURRENT CONSIDERATIONS**

The Board is asked to consider whether it desires to (1) renew the existing leases or (2) provide notice to American Tower Corporation, Sprint Nextel, and T-Mobile of the District's election not to renew the leases. In the event the Board elects to renew leases or to extend the existing leases, the approval of any such extensions (and the scope of such extensions) would be the subject of future Board consideration and, as appropriate, approval.

**FINANCIAL IMPLICATIONS**

An election not to renew the easement will result in a loss of funds to the District equal to the monthly payments currently received from American Tower Corporation, Sprint Nextel, and T-Mobile. An election to extend the existing lease, either with or without expanded facilities, would have a positive financial impact for the District in an amount equal to the monthly rent to be negotiated by the District and American Tower.

**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 direct staff in the Consideration of the Renewal of Existing Cellular Facilities Lease Agreements.

# CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano

CELL TOWER REVENUE

Capistrano Valley High School					
Pole Number One					
Original Carrier	Origination Date	Current Income	Years of Lease	Current Lease Holder	NOTES
Spectra Site (Nextel)	February 1995	\$1,463.82/mo Constructed snack bar	20 year lease	American Tower Corporation	Easement agreement on file. Lease set to expire 08/2014
XM Satellite Radio	March 2001		Sub Lease to Spectra Amendment – month to month		
Pole Number Two					
Pac Bell Mobile Services	June 1984	Constructed stadium security lighting, restroom facility, and pump station as a payment for the easement. No additional revenues are expected.	40 years		Expires 2024

Attachment 1

As of 02/04/2014

Dana Hills High School						
<b>Pole Number One</b>						
Original Carrier	Date	Income	Years of Lease	Current Lease Holder	Notes	
Nextel Communications	October 1996	\$1,187.72/mo Provided upfront payment for High School Press Box	20 year lease + <b>two five-year options to renew</b>	American Tower Corporation	Expires 2016	
Pac Bell Mobile Services	December 1996	\$1,187.70/mo	20 year lease, 2-5 year options to renew	T-Mobile	Expires 2016, option until 2026	
Sprint Mobile Services	May 2001	\$2,155.23/mo	5 year, 2-5 year options to renew	Sprint Nextel	Expires 2016	
<b>Pole Number Two</b>						
LA Cellular	November 1986	Constructed and provided appliances for the snack bar facility as full payment. No additional revenues are expected.	Granted Perpetuity	AT&T	Perpetual	
<b>Pole Number Three</b>						
Pac Bell Mobile	June 1984	Constructed stadium security lighting, restroom facility and storage facility. No additional revenues are expected.	40 year lease	Owned by Verizon, managed by American Tower Corporation	Expires 2024	



CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES – REGULAR MEETING  
JANUARY 8, 2014  
EDUCATION CENTER – BOARD ROOM

President Alpay called the meeting to order at 7:02 p.m.

The Pledge of Allegiance was led by San Juan Hills High School ASB President Milo Simpson.

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

**Permanent Record**

President Alpay announced there was no Closed Session tonight. Consent item 18 had been previously pulled and Consent Item 9 was pulled by staff and will be brought back to a future meeting.

**President  
Announcement**

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

**Adoption of the  
Board Agenda**

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

Student Advisor Leilah Rodriguez arrived after the adoption of the Board agenda at 7:13 p.m.

Las Palmas Elementary School second grade student, Emilio Cisneros, was recognized for his efforts to save his great grandmother's life when she suffered a heart attack at home.

**Special  
Recognitions**

Student Body President Milo Simpson from San Juan Hills High School presented a report on activities taking place at the high school.

**Student Body  
Report**

There were no comments.

**Board and  
Superintendent  
Comments**

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:

- *Debbie Flowers spoke in support of Talega residents being able to send their students to San Juan Hills High School.*
- *Mark Veale requested that Trustees ask staff to provide a breakdown of the spending by site and by year for Talega CFDs 92-1 and 90-2 Improvement Area 2002-1, and that the information be made available to the public.*
- *Laura Ferguson spoke in support of returning tax savings to Talega residents.*

President Alpay announced that in the past he has recused himself from discussion of any Board items or presentations concerning Talega CFD No. 90-2 because he has pro-

property interest in Talega. He asked that any future speakers identify, in advance, if they will be speaking on Talega CFD No. 92 so he can recuse himself to prevent any conflict of interest.

## DISCUSSION/ACTION

Deputy Superintendent Clark Hampton stated, at the December 11, 2013, Board meeting, Trustees requested this agenda item be continued to the January meeting. Mr. Hampton explained that agenda items one and two are the same, except in item one the Board is acting on behalf of the District, and in item two the Board is acting as the legislative body on behalf of the District for CFD No. 87-1. The Agreement is intended to memorialize the intentions of the Board, acting on behalf of the District, to exercise the optional redemption of outstanding bonds of CFD No. 87-1 pursuant to the terms of issuance and conclude the levy, collection, and pursuit of delinquent special taxes, subject to the successful retirement of the outstanding bonds.

### CFD No. 87-1 Agenda Item 1

The following speakers addressed the Board:

- *Sharon Campbell thanked Trustees for bringing this item back for reconsideration and urged support.*
- *Wayne Tate waived his right to speak.*

Trustee Hatton read a statement supporting the early termination of CFD No. 87-1. Mr. Hampton introduced Attorney Alex Bowie from Bowie, Arneson, Wiles & Giannone to answer Trustee questions.

Following discussion, it was moved by Trustee Addonizio, seconded by Trustee Bryson, and motion carried by a 7-0 vote to adopt Resolution No. 1314-29, Resolution of the Board of Trustees of the Capistrano Unified School District Approving the Agreement Between Capistrano Unified School District and Community Facilities District No. 87-1 of the Capistrano Unified School District Regarding School Facilities, Retirement of Bonds and Cessation of Special Taxes, Making Certain Determinations and Taking Related Actions.

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

It was moved by Trustee Pritchard, seconded by Trustee Bryson, and motion carried by a 7-0 vote to adopt Resolution No. 1314-30, Resolution of the Board of Trustees of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No. 87-1 of the Capistrano Unified School District, Approving the Agreement Between Capistrano Unified School District and Community Facilities District No. 87-1 of the Capistrano Unified School District regarding School Facilities, Retirement of Bonds and Cessation of Special Taxes, Making Certain Determinations and Taking Related Actions.

### CFD No. 87-1 Agenda Item 2

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



**Naming New RMV  
School  
Agenda Item 3**

Superintendent Joseph Farley stated Rancho Mission Viejo is planning a multi-phased construction project in the District requiring the construction of one K-8 school in the near future and additional schools later. Initial plans are progressing for the K-8 campus, so it is appropriate to begin the school name selection process. The name Richard J. O'Neill K-8 School was previously proposed by Trustee Reardon; however, Ranch officials have shared they would prefer to reserve the O'Neill name for environmental projects.

The following school names were proposed:

Trustee Bryson suggested the name Gabrieleño K-8 School, stating the Gabrieleños were the first native people on the site's location.

Trustee Hanacek suggested the names Gavilan K-8 School or Sycamore K-8 School. Gavilan is the Spanish name for sparrow hawk and is the name of one of the gated neighborhoods in Rancho Mission Viejo.

Trustee Pritchard suggested the name Marguerite "Daisy" O'Neill K-8 School, stating that Marguerite was a true native daughter of the golden west and matriarch of the O'Neill family.

Trustee Bryson requested staff compile a list of proposed school names, along with historical background for each name, to be shared with Trustees. Trustee Reardon requested the list of proposed school names and historical information be shared with the public and asked that public input regarding proposed school names be collected.

It was moved by Trustee Reardon, seconded by Trustee Addonizio, and motion carried by a 7-0 vote to continue this item to March 26, 2014.

AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton, Pritchard, Reardon, and Student Advisor Leilah Rodriguez

NOES: None

Deputy Superintendent Clark Hampton stated the purpose of Resolution No. 1314-31 is to express the District's support for the recommendation of the City of San Juan Capistrano's Planning Commission that the Final Environmental Impact Report, General Plan Amendment, Rezone Amendment, and Architectural Control, and Grading Plan Modification for the Rancho San Juan Hills Apartment Project be denied by the City Council. On September 10, 2013, the Planning Commission recommended the denial of the Project, due to identified unmitigated traffic impacts. The District had commented and appeared with respect to the Project raising similar issues, due to the impacts of those unmitigated traffic impacts on San Juan Hills High School. This Resolution will urge the City Council to deny the Project on the same grounds recommended by the Planning Commission. Mr. Hampton stated legal counsel is available to answer any questions regarding the content of the Resolution.

**Resolution to  
Support SJC  
Planning  
Commission's  
Recommendation  
to Deny Rancho  
San Juan  
Apartment Project  
Agenda Item 4**

The following speakers addressed the Board:

- *Mike Johnson, Reverend Todd Rodarmel, and Mark Nielsen spoke in support of the District's Resolution against the Rancho San Juan Hills Apartment Project.*
- *Interim Development Services Director Nelson Miller from the City of San Juan Capistrano provided information in response to District concerns listed in the District's revised Resolution.*
- *Contract City Engineer/Traffic Engineer George Alvarez from the City of San Juan Capistrano provided additional information in response to District concerns regarding this development.*
- *Phillip Schwartze spoke in support of the Rancho San Juan Hills Apartment Project.*

Following discussion, it was moved by Trustee Reardon, seconded by Trustee Addonizio, and motion carried by a 7-0 vote to adopt the three-page Resolution No. 1314-31, Resolution of the Board of Trustees of the Capistrano Unified School District Requesting that the City Council for the City of San Juan Capistrano Deny the Project Referred to as the Rancho San Juan Apartments Based on the Unmitigated Impacts Identified Within the City's Environmental Impact Report, and Other Adverse Impacts, that was stamped *Revised 1-7-14*.

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

Assistant Superintendent Jodee Brentlinger explained the current collective bargaining agreement between the District and Teamsters Local 952 expires on June 30, 2014. On December 17, 2013, Teamsters presented the District with the association's reopener proposal. Mrs. Brentlinger stated the District anticipates presenting its reopener proposal at the February 12, 2014, Board meeting.

**Teamsters  
Contract Reopener  
Proposal  
Agenda Item 5**

It was moved by Trustee Bryson, seconded by Trustee Hatton, and motion carried by a 7-0 vote to accept receipt of the Teamsters contract reopener proposal.

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

President Alpay asked Trustees for items they wished to pull from the Consent Calendar. Agenda items 7, 10, and 11 were pulled.

**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:

Minutes of the December 11, 2013, regular Board meeting.

**Minutes  
Agenda Item 6**

Petition to waive California Education Code §60851(a) and Board Policy 6162.52 – California High School Exit Examination: Case #1314-008.

**CAHSEE Waiver  
Agenda Item 8**

Item was pulled prior to the adoption of the agenda.

**LEA Plan  
~~Agenda Item 9~~**

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

**Purchase  
Orders/Warrants  
Agenda Item 12**

Donations of funds and equipment.

**Donations  
Agenda Item 13**

District standardized Independent Contractor, Professional Services, Master Contract, and Field Service Agreements.

**Professional  
Services  
Agreements  
Agenda Item 14**

Ratification of special education Informal Dispute Resolution Agreement Case #080813, Case #081213, Case #091613, Case #101813, and Case #112113.	<b>Informal Dispute Resolution Agreement Agenda Item 15</b>
Ratification of special education Settlement Agreement Case #2013071047.	<b>Special Education Settlement Agreement Agenda Item 16</b>
Award of Bid No. 1314-18, Electrical Service to Gilbert & Stearns, Incorporated.	<b>Bid Award Electrical Service Agenda Item 17</b>
Item was pulled from the agenda on 1/7/14.	<b><del>Pearson VUE</del> <del>Agenda Item 18</del></b>
Amendment to Agreement Bid No. 1112-04 for transportation services with American Logistics Company, LLC increasing the not-to-exceed amount to \$210,000 for additional services, as requested by the District.	<b>American Logistics Co. Amendment Agreement Agenda Item 19</b>
Amendment to the Agreement Architectural Services with WLC Architects for the construction of the lunch pavilions at Capistrano Valley High School.	<b>WLC Amendment Agreement Agenda Item 20</b>
Advertise for Bid No. 1314-17 to provide milk and dairy products as requested by the District.	<b>Advertise for Bid Agenda Item 21</b>
Advertise Bid No. 1314-19 to provide roof repairs and maintenance as requested by the District.	<b>Advertise for Bid Agenda Item 22</b>
Advertise Bid No. 1314-20 to provide fence repairs and maintenance as requested by the District.	<b>Advertise for Bid Agenda Item 23</b>
Advertise Bid No. 1314-21 to provide painting services as requested by the District.	<b>Advertise for Bid Agenda Item 24</b>
Resignations, retirements, and employment of classified personnel.	<b>Resignations/Retirements/ Employment (Classified Personnel) Agenda Item 25</b>
Resignations, retirements, and employment of certificated personnel.	<b>Resignations/Retirements/ Employment (Certificated Personnel) Agenda Item 26</b>
ROLL CALL: AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton, Pritchard, Reardon, and Student Advisor Leilah Rodriguez NOES: None ABSENT: None ABSTAIN: None	

Trustee Alpay voiced support of this item and stated he pulled this item to give Trustee Bryson the opportunity to state, for the record, if she was ill on December 11, 2013. Trustee Bryson stated she was ill.

**Trustee Absence  
Due to Illness  
Agenda Item 7**

It was moved by Trustee Alpay, seconded by Trustee Reardon, and motion carried by a 7-0 vote to pay Trustee Bryson for the December 11, 2013, Board meeting she missed due to illness.

AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton, Pritchard, Reardon, and Student Advisor Leilah Rodriguez

NOES: None

Trustee Reardon pulled this item to ask questions of Assistant Superintendent Julie Hatchel regarding the District's relationship with this program. He also requested that Trustees receive more information regarding the District English Learner Advisory Committee (DELAC) and that DELAC meeting dates be added to the Trustees' calendar. Trustee Addonizio requested that a DELAC representative make a report/presentation to the Board at a future Board meeting and asked if their minutes could be shared with Trustees.

**Padres Promotores  
MOU  
Agenda Item 10**

Following discussion, it was moved by Trustee Reardon, seconded by Trustee Bryson, and motion carried by a 7-0 vote to approve the Padres Promotores Memorandum of Understanding.

AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton, Pritchard, Reardon, and Student Advisor Leilah Rodriguez

NOES: None

Trustee Alpay requested that Section 7.5 be removed on page 4 of 6 of this item. It was moved by Trustee Alpay, seconded by Trustee Addonizio, and motion carried by a 7-0 vote to continue this item to a February Board meeting.

**Student Teaching  
Agreement  
Agenda Item 11**

AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton, Pritchard, Reardon, and Student Advisor Leilah Rodriguez

NOES: None

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, Pritchard, Reardon, and Student Advisor Leilah Rodriguez

NOES: None

President Alpay announced the meeting adjourned at 8:27 p.m.

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Board Clerk

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Secretary, Board of Trustees

CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES – SPECIAL MEETING  
JANUARY 15, 2014  
EDUCATION CENTER – BOARD ROOM

President Alpay called the meeting to order at 8:31 a.m.

The Pledge of Allegiance was led by Trustee Addonizio.

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

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

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

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

#### DISCUSSION/ACTION

Superintendent Joseph Farley stated this item is the first step in the selection process for a new superintendent and provides the Board of Trustees an opportunity to discuss the proposals submitted by search firms, determine how the Board wishes to identify the firm it will use to assist in the superintendent search, discuss other information concerning the selection and appointment of a new superintendent, and to ask questions about such searches. **Superintendent Search Processes Agenda Item 1**

Following discussion, the Board selected three search firms to interview: Hazard, Young, Attea, and Associates; Proact Search; and Ray and Associates, Inc. Terry Fluent was directed to conduct reference checks on each of the selected firms. The Board requested data on comparable salary ranges of sitting superintendents to assist in the establishment of a salary.

Staff was directed to schedule a special Board meeting to allow each selected firm 10 to 15 minutes to provide a presentation to the Board, without the other firms present, and then participate in a panel, consisting of all three groups, to answer Trustee questions. Following the panel discussion, the Board will take action and select one search firm.

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

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

Trustee Alpay announced the meeting adjourned at 9:29 a.m.

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Board Clerk

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Secretary, Board of Trustees



CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES – REGULAR MEETING  
JANUARY 22, 2014  
EDUCATION CENTER – BOARD ROOM

President Alpay called the meeting to order at 6:00 p.m. The Board recessed to closed session to confer with Real Property Negotiators and discuss Student Expulsions.

Closed session recessed at 6:38 p.m.

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

The Pledge of Allegiance was led by San Clemente High School ASB President Carter Juncal.

Present: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton, Pritchard, and Reardon  
Absent: 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](http://www.capousd.org)**

**Permanent Record**

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

**Adoption of the Board Agenda**

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

President Alpay reported the following action taken during closed session:

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

**Agenda Item #3 A – Conference with Real Property Negotiators:**

The Board gave direction to staff.

**Agenda Item #3 B1 – B5 – Student Expulsions:**

The Board voted 7-0 to expel the following students by stipulated agreements: Case #2014-013, #2014-020, #2014-022, #2014-023, and #2014-024.

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

Erik Silberman was recognized for creating the voluntary iPad Academy at Aliso Niguel High School.

**Special Recognitions**

Student Body President Carter Juncal from San Clemente High School presented a report on activities taking place at the high school.

**Student Body Report**

Trustee Hanacek shared she attended the outstanding Aliso Niguel High School solo and ensemble concert and praised musical director Albert Jeung for his ability to bring out the best in his students.

**Board and Superintendent Comments**

15

Trustee Reardon stated that he, along with Trustees Addonizio and Alpay, attended the City of San Juan Capistrano Council meeting and reported the City Council rejected the rezoning of the property across from San Juan Hills High School.

Trustee Alpay added to Trustee Reardon's comments that there was tremendous community support for San Juan Hills High School at the City Council meeting and he encouraged the San Juan Capistrano Ad Hoc Committee to reach out to City officials to strengthen the relationship between the District and City.

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:

- *Julie Collier stated that next week is National School Choice Week and thanked the Board for the many school options the District provides for parents.*
- *Julie Redmond shared her experiences with special education services her son received from elementary school through the Adult Transition Program (ATP) and thanked the Board for their support.*
- *Jonathan Redmond announced he is the first high school diploma graduate from the Adult Transition Program; described his educational experience; and thanked his aides, teachers, administrators, and District for their support.*

## **DISCUSSION/ACTION**

President Alpay announced the Public Hearing open at 7:36 p.m. regarding Capistrano Connections Academy Charter Petition renewal.

**Public Hearing:  
Capistrano  
Connections  
Academy Charter  
Petition Renewal  
Agenda Item 1**

The following speakers addressed the Board:

- *Richard Savage, principal of Capistrano Connections Academy, thanked the Board for the opportunity to offer an alternative education environment; shared information on the growth of the school; and requested the Board extend the renewal of the Capistrano Connections Academy charter.*
- *Kristi Stratton, David Branson, Theresa Born, Janet Hogman, and Jullian Hodgman thanked the Board for the opportunity of alternative education options and shared their experiences at Capistrano Connections.*

President Alpay declared the Public Hearing closed at 7:45 p.m.

Assistant Superintendent Julie Hatchel stated in items 2, 4, and 6 the Board will be holding public hearings and accepting receipt of charter school petition renewals for Capistrano Connections Academy, Community Roots Academy, and Oxford Preparatory Academy. Approval of these items will formally accept receipt of the charter petitions. Once the Board formally approves receipt of the charter renewal petitions, staff will work with each charter on a timeline for the acceptances of each petition. Staff expects to bring to the Board a recommendation for approval of each charter petition in March.

**Capistrano  
Connections  
Academy Charter  
Petition Renewal  
Agenda Item 2**

It was moved by Trustee Addonizio, seconded by Trustee Bryson, and motion carried by a 7-0 vote to accept receipt of the Capistrano Connections Academy Charter Petition.

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



President Alpay announced the Public Hearing open at 7:49 p.m. regarding Community Roots Academy Charter Petition renewal.

**Public Hearing:  
Community Roots  
Academy Charter  
Petition Renewal  
Agenda Item 3**

The following speakers addressed the Board:

- *Jeremy Cavallaro and Eve Fein thanked the Board for their support of Community Roots Academy and shared the accomplishments of the school.*

President Alpay declared the Public Hearing closed at 7:52 p.m.

It was moved by Trustee Pritchard, seconded by Trustee Bryson, and motion carried by a 7-0 vote to accept receipt of the Community Roots Academy Charter Petition.

**Community Roots  
Academy Charter  
Petition Renewal  
Agenda Item 4**

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

President Alpay announced the Public Hearing open at 7:58 p.m. regarding Oxford Preparatory Academy (OPA) Charter Petition renewal.

**Public Hearing:  
OPA Charter  
Petition Renewal  
Agenda Item 5**

Due to the number of Blue Cards to speak on this item, President Alpay asked Trustees if they wished to waive the Board policy maximum time requirement of 20 minutes for speakers. All Trustees agreed to waive Board policy.

The following speakers addressed the Board:

- *Sue Roche stated OPA appreciates the privilege to partner with the District and shared the accomplishments of the school.*
- *Adrienne Chase, Roxanne Hafezi, Alfredo Martel, Lorii Malfronte, Erica Schulte, and Ryan Alsap thanked the Board for their support of OPA and shared the educational success their children have received by attending the charter school.*

President Alpay declared the Public Hearing closed at 8:15 p.m.

It was moved by Trustee Bryson, seconded by Trustee Hatton, and motion carried by a 7-0 vote to accept receipt of the Oxford Preparatory Academy Charter Petition.

**OPA Charter  
Petition Renewal  
Agenda Item 6**

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

At 8:17 p.m. it was moved by Trustee Hatton, seconded by Trustee Addonizio, and motion carried by a 7-0 vote to recess the meeting for a five minute break.

**Break**

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

President Alpay reconvened the meeting at 8:26 p.m.

President Alpay announced the Public Hearing open at 8:27 p.m. regarding instructional materials recommended for adoption: high school social science – AP European History. There being no speakers to address the Board, President Alpay declared the Public Hearing closed at 8:28 p.m.

**Public Hearing:  
Instructional  
Materials Adoption  
Agenda Item 7**

Assistant Superintendent Michelle Le Patner stated San Clemente High School is requesting the adoption of *The Daughter of Time* written by Josephine Tey for high school social science AP European History classes. All high schools who teach the course will have the option of using the supplementary text.

**Instructional  
Materials Adoption  
Agenda Item 8**

It was moved by Trustee Bryson, seconded by Trustee Hatton, and motion carried by a 7-0 vote to approve the adoption of *The Daughter of Time* written by Josephine Tey; published by Simon & Schuster ©1951, 1979 for high school social science – AP European History.

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

President Alpay announced the Public Hearing open at 8:29 p.m. regarding instructional materials recommended for adoption: high school science – Honors Anatomy & Physiology. There being no speakers to address the Board, President Alpay declared the Public Hearing closed at 8:30 p.m.

**Public Hearing:  
Instructional  
Materials Adoption  
Agenda Item 9**

Assistant Superintendent Michelle Le Patner stated San Clemente High School is requesting the adoption of *Sports, Exercise and Health Science for the IB Diploma* written by John Sproule for high school science – Honors Anatomy & Physiology. This supplemental text will support the students in preparing for the IB exam.

**Instructional  
Materials Adoption  
Agenda Item 10**

It was moved by Trustee Bryson, seconded by Trustee Hatton, and motion carried by a 7-0 vote to approve the adoption of *Sports, Exercise and Health Science for the IB Diploma* written by John Sproule; published by Oxford University Press ©2012 for high school science – Honors Anatomy & Physiology.

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

President Alpay announced the Public Hearing open at 8:31 p.m. regarding instructional materials recommended for adoption: high school science – Higher Level Physics for the International Baccalaureate program. There being no speakers to address the Board, President Alpay declared the Public Hearing closed at 8:32 p.m.

**Public Hearing:  
Instructional  
Materials Adoption  
Agenda Item 11**

Assistant Superintendent Michelle Le Patner stated San Clemente High School is requesting the adoption of *Higher Level Physics for the IB Diploma* written by Chris Hamper for high school science – Higher Level Physics for the International Baccalaureate program. This is a supplemental text.

**Instructional  
Materials Adoption  
Agenda Item 12**

Following discussion, it was moved by Trustee Bryson, seconded by Trustee Reardon, and motion carried by a 7-0 vote to approve the adoption of *Higher Level Physics for the IB Diploma* written by Chris Hamper; published by Pearson Education ©2009 for high school science – Higher Level Physics for the International Baccalaureate program.

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

Assistant Superintendent Sara Jocham introduced Special Education Community Advisory Committee (CAC) Chairperson Lee Ann Addison who presented the CAC highlights of 2012-2013 and goals for 2013-2014.

**Special Education  
CAC Annual  
Report  
Agenda Item 13**

The following speakers addressed the Board:

- *Lisa Klipfel commended the Special Education team for the Multi-Tier System of Support (MTSS) program, new this year, which bridges the gap for students that fall in between special education and regular education.*
- *Bridget Harvey and Veronica Hoggatt shared their positive experiences with the Special Olympics event held at Tesoro High School and thanked administrators, staff, Tesoro High School coaches, and volunteer students who made it possible for all children to feel like champions.*

Deputy Superintendent Clark Hampton stated this item will present the 2012-2013 fiscal year Annual Financial Report. Mr. Hampton introduced Shilo Gorospe from Vavrinek, Tine, Day & Co., LLP to present a summary of the audit report for the year ending June 30, 2013, and answer Trustee questions.

**Annual Financial  
Report  
Agenda Item 14**

Following discussion, it was moved by Trustee Pritchard, seconded by Trustee Bryson, and motion carried by a 7-0 vote to receive the Annual Financial Report for the District for the fiscal year ending June 30, 2013.

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

Deputy Superintendent Clark Hampton introduced the District's financial advisor Lori Raineri of Government Financial Strategies Incorporated who provided a PowerPoint presentation describing the results of the bond sale, an update on the planned second phase bond issuance, and recommended next steps. Following the presentation, Ms. Raineri answered Trustee questions. *(The PowerPoint is posted on the District website: [www.capousd.org](http://www.capousd.org))*

**CFD 2005-1  
Whispering Hills  
Bond Sale  
Agenda Item 15**

Deputy Superintendent Clark Hampton stated this item is related to Consent Item 29 and is to enhance the selection criteria for the RFP process that would then be approved in Item 29. The recommendation for award would be brought back to the Board of Trustees after the selection process concludes.

**RFP Wide Area  
Network Services  
Agenda Item 16**

It was moved by Trustee Bryson, seconded by Trustee Addonizio, and motion carried by a 7-0 vote to approve Resolution No. 1314-32, Approval of Wide Area Network Services Request for Proposals Process.

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

President Alpay recused himself from this item, turned the meeting over to Vice President Hatton, and left the Board room at 9:44 p.m.

**Talega CFD 90-2  
IA 2002-1  
Agenda 17**

Deputy Superintendent Clark Hampton stated at the December 11, 2013, Board meeting, Trustees requested that the earlier Board decision to retain the bond refinancing savings in Talega Community Facility District (CFD) 90-2 IA 2002-1 be reconsidered. Mr. Hampton provided a PowerPoint presentation with background information and options for Trustee consideration. (The PowerPoint is available for viewing on the District website at [www.capousd.org](http://www.capousd.org)).

The following speakers addressed the Board:

- *Laura Ferguson, Susie Hattan, Ken Czaja, and Tim Brown thanked the Board for reconsidering the issue and then requested the Board return the savings to the Talega taxpayers.*

Following discussion, it was moved by Trustee Bryson, seconded by Trustee Addonizio, and motion carried by a 6-0 vote to approve transferring savings from the recent refinancing of the CFD No. 90-2 IA 2002-1 to a reduction in taxpayer assessments. (Scenario 1 in the exhibit)

AYES: Trustees Addonizio, Bryson, Hanacek, Hatton, Pritchard, and Reardon  
NOES: None  
ABSENT: Student Advisor Leilah Rodriguez  
RECUSED: Trustee Alpay

President Alpay returned to the dais at 10:04 p.m.

Deputy Superintendent Clark Hampton stated a 2006 resolution regarding the refinancing of CFD 90-2 specified the savings of the refinancing was to be returned to the taxpayer. It appears the resolution provided the mechanism for doing this by reducing the bond authorization and shortening the tax levy term. Staff and the District's Financial Advisor is going to calculate if shortening the tax levy term of the bonds, and reducing the bond authorization met this requirement, or if more was to be done. If it is determined more was to be done, staff will implement that action based on the resolution that was approved by the Board on April 24, 2006. Following the presentation and speakers, Trustees asked questions and made comments on this issue. (The PowerPoint is available for viewing on the District website at [www.capousd.org](http://www.capousd.org)).

**Talega CFD 90-2  
Agenda Item 18**

The following speakers addressed the Board:

- *Susie Hattan stated she was disappointed the Board was not taking action on this item at this meeting as the resolution is clear.*
- *Marc Veale thanked the Board for revisiting the special tax assessments related to the original 90-2 Bonds refinanced in 2006; posed several questions in regards to the Board's knowledge of CFDs; and asked the Board to right the wrongs that have taken place within the Talega CFDs under the old administration.*

Trustee Hatton requested staff schedule a Board workshop on CFD spending.

Trustee Bryson asked Mr. Veale to provide Trustees with a copy of the questions he asked when he addressed the Board.

Deputy Superintendent Clark Hampton stated on January 9, 2014, Governor Brown released his 2014-2015 fiscal year budget proposal. Mr. Hampton provided a one-slide PowerPoint chart comparing the December First Interim report's conservative estimate, an optimistic projection based on the California Department of Finance (DOF), and the Governor's proposed budget. Mr. Hampton stated in the Governor's proposed budget, the District would not have a shortfall, even with a full 180 day school year, lowering class sizes, and no furlough days. Mr. Hampton summarized the significant improvements in the Governor's proposal and concluded his presentation stating it is important to point out that this is a proposal and may change at the Governor's May Revise. (The PowerPoint is available for viewing on the District website at [www.capousd.org](http://www.capousd.org)).

**Governor's  
January Budget  
Proposal  
Agenda Item 19**

It was moved by Trustee Hanacek, seconded by Trustee Reardon, and motion carried by a 7-0 vote to approve the selection of Trustee Hanacek to serve as Trustee Alpay's replacement on the ROP board.

**ROP Board  
Representative  
Selection  
Agenda Item 20**

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

NOES: None

ABSENT: Student Advisor Leilah Rodriguez

President Alpay asked Trustees for items they wished to pull from the Consent Calendar. No items were pulled.

**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:

Readmission of students from expulsion: Case #2012-072, #2013-056, and Case # 2013.

**Expulsion  
Readmissions  
Agenda Item 21**

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

**Purchase  
Orders/Warrants  
Agenda Item 22**

Ratification of District standardized Independent Contractor, Master Contract, and Professional Services Agreements.

**Professional  
Services  
Agreements  
Agenda Item 23**

Ratification of special education Informal Dispute Resolution Agreement Case #080813, Case #081013, and Case #123213.

**Informal Dispute  
Resolution  
Agreement  
Agenda Item 24**

Ratification of special education Settlement Agreement Case #2013101079.

**Settlement  
Agreements  
Agenda Item 25**

Ratification of the Amendment to the Software License and Support Agreement with Illuminate Education, Incorporated.

**Amendment to  
Software License  
and Support  
Agreement  
Agenda Item 26**

Advertise Request for Proposal No. 6-1314 for a credit recovery software program.

**Advertise RFP -  
Credit Recovery  
Software  
Agenda Item 27**

Award of Request for Proposal No. 8-1314, State School Building Program Advisor to School Facility Consultants.

**Award RFP-  
School Facility  
Consultants  
Agenda Item 28**

Advertise Request for Proposal No. 10-1314 for wide area network services.

**Advertise RFP-  
Network Services  
Agenda Item 29**

Resignations, retirements, and employment of classified personnel.

**Resignations/  
Retirements/  
Employment  
(Classified  
Personnel)  
Agenda Item 30**

Resignations, retirements, and employment of certificated personnel.

**Resignations/  
Retirements/  
Employment  
(Certificated  
Personnel)  
Agenda Item 31**

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

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

**Adjournment**

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

President Alpay announced the meeting adjourned at 10:38 p.m.

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Board Clerk

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Secretary, Board of Trustees

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

RESOLUTION NO. 1314-33

RESOLUTION FOR ACCEPTANCE OF SIGNATURE

**BE IT RESOLVED** the Board of Trustees of the Capistrano Unified School District authorizes Debra R. Keeler, Director IV, Early Childhood Programs, to be the designee to sign for all Community Care Licensing Child Care Division documents for the State of California for the purpose of providing child care services to licensed facilities within the District for Fiscal Years 2013-2014 and 2014-2015.

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

**PASSED AND ADOPTED THIS** 12<sup>th</sup> Day of February 2014, by the Board of Trustees of the Capistrano Unified School District, County of Orange, California.

AYES ( )

NOES ( )

ABSENT ( )

ABSTAIN ( )

I, Joseph M. Farley, Ed. D., Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting on the 12<sup>th</sup> day of February 2014, by a roll call vote.

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

\_\_\_\_\_  
Date





## SUPERVISED FIELDWORK AGREEMENT

Please check below all the applicable supervised fieldwork in which in your District will be participating with Brandman University Irvine Campus.

**TEACHER EDUCATION**

☒

**SCHOOL PSYCHOLOGY**

☐

**SCHOOL COUNSELING**

☐

**EDUCATION ADMINISTRATION**

☐

THIS AGREEMENT is made and entered into by and between Brandman University hereinafter called the "UNIVERSITY," and the Capistrano Unified School District, hereinafter called "FIELDWORK SITE."

### I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of finger print clearance.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.
- D. The UNIVERSITY may provide monetary compensation for services rendered by the FIELDWORK SITE in an amount not to exceed the actual cost of the services rendered by the FIELDWORK SITE per Appendix A.

### II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- B. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- C. The FIELDWORK SITE staff will provide, upon request by any participating student, such reasonable accommodations at the FIELDWORK SITE as required by law in order to allow qualified disabled students to participate in the program.

- D. To provide for emergency health care of the student in case of accident at the expense of the student.
- E. To provide all participating students with a copy of the FIELDWORK SITE'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- G. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE'S supervision of UNIVERSITY students.

### **III. THE PARTIES MUTUALLY AGREE**

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time, and may do so if the FIELDWORK SITE so requests in writing with a statement of reasons why the FIELDWORK SITE desires to have the student withdrawn.
- C. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- D. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FIELDWORK SITE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents, employees, or students.
- E. The FIELDWORK SITE agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its agencies and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FIELDWORK SITE, its agents, or employees.
- F. The parties agree that the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of either the UNIVERSITY or the FIELDWORK SITE for any purpose including Workers' Compensation or any other employee benefit programs. The students shall not be entitled to any monetary remuneration for services performed by them in the course of their training.

- G. The parties mutually agree each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement. Except for ten (10) days notice of non-payment of premium, the Parties will require 30 days written notice for any policies that are canceled, non-renewed, or coverage/limits that are reduced or materially altered.
- H. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- I. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- J. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT INFORMATION:

Capistrano Unified School District  
33122 Valle Rd.  
San Juan Capistrano, CA 92675  
Attn: Robin Mairs  
Tel: 949-234-9380

UNIVERSITY CONTACT INFORMATION:

Brandman University  
16355 Laguna Canyon Road  
Irvine, CA 92618  
Attn: School of Education, Dean  
Tel: (949) 341-9811

- K. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- L. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- M. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- N. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

#### IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective 01/06/2014 (Cannot be older than older than 2 months from signature date) and shall continue in full force and effect through 01/06/2019 ( not to exceed 5 years). This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

#### SIGNATURES:

FIELDWORK SITE: Signature: \_\_\_\_\_

Name: Joseph M. Farley, Ed. D.

Title: Superintendent

Date: 2-12-2014

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

Name: Gary Brahm

Title: Chancellor

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

Appendix A  
Payment for Master Teachers for Teacher Education Fieldwork Only

**SPECIAL PROVISIONS – RATES and PAYMENTS**

- (a) \$ 200\_\_\_ Master Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Multiple and Single Subject Credential candidates.
- (b) \$ \_200\_\_\_ Master Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Education Specialist Instruction Credential (Special Education) candidates.

METHOD OF PAYMENT: Stipend is to be paid directly to the Fieldwork site.

In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been in student teaching and has been at the assignment for a minimum of two weeks, FIELDWORK SITE shall receive payment for one assignment on account of each student as though there had been no termination of the assignment. Said payment is to exceed no more than six (6) units per session of terminated assignment. In the event the field experience of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been in the field experience for a minimum of two weeks, FIELDWORK SITE shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

Within thirty (30) days following the close of each session or academic session of the UNIVERSITY, the FIELDWORK SITE shall submit an invoice, in triplicate, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the FIELDWORK SITE under and in accordance with this agreement during said session. This process may be altered according to individual districts procedures as to the manner in which the invoicing will proceed so long as the parties mutually agree to such alteration in advance.

**Appendix B**  
**Specific Supervision Requirements for Each Program**

**Teacher Education Fieldwork:**

- A. "Field Experience" as used herein and elsewhere in this agreement means active participation in the duties and function of classroom under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the field experience is provided, and have completed a minimum of three years successful teaching experience. "Student Teaching" is used herein and elsewhere in this agreement means participation in the duties and function of classroom teaching under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid, teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching experience is provided, and have completed a minimum of three years successful teaching experience.
- B. The UNIVERSITY'S Teacher Education Policy provides that student teachers without emergency or substitute permits may not be asked by the school districts to serve and be paid for substitute teaching as, under California law, student teachers are not certificated personnel and as they require full-time supervision. Those holding substitute or emergency permits may substitute for their master teacher only (a maximum of four (4) days only): when s/he is ill; when it is determined by the principal that this is in the best interest of the students in the classroom as well as the candidate; after the first four weeks of the first assignment; and/or when the candidate is paid.
- C. "Session of Student Teaching," for Multiple Subject and Single Subject Credential candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of nine (9) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of nine (9) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- D. "Session of Student Teaching," for Education Specialist Instruction Credential (Special Education) candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of nine (9) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of nine (9) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- E. An assignment of a Multiple Subject and Single Subject Credential candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a two nine (9) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- F. An assignment of an Education Specialist Instruction Credential (Special Education) candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a single nine (9) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- G. The assignment of a UNIVERSITY student to field experiences and student teaching at FIELDWORK SITE shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper FIELDWORK SITE officials the assignment papers or

other documents provided by the UNIVERSITY effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

### **School Counseling Fieldwork:**

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.
- B. Provide opportunities for students to gain a broad range of experiences, including experiences in:
  - a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
  - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
  - c. Developing, implementing and evaluating academic and behavioral interventions.
  - d. Providing counseling and other mental health interventions.
  - e. Home, school, community collaboration: working with parents and community members.
  - f. Learning about, helping develop, or evaluating policy, practices and programs.
  - g. Participating in professional development activities.
  - h. Participating in individual or group supervision.
  - i. Learning about and using technology and information systems.
  - j. Learning about Individual differences and student diversity.
- C. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- D. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. The student may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- E. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- F. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.
- G. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

### **School Psychology Fieldwork:**

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school psychologist with at least two years of professional experience.
- B. Provide experiences with a diverse student population.
- C. Provide experiences with a variety of educational programs.

- D. Provide opportunities for students to gain a broad range of experiences, including experiences in:
  - a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
  - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
  - c. Developing, implementing and evaluating academic and behavioral interventions.
  - d. Providing counseling and other mental health interventions.
  - e. Home, school, community collaboration: working with parents and community members.
  - f. Learning about, helping develop, or evaluating policy, practices and programs.
  - g. Participating in professional development activities.
  - h. Participating in individual or group supervision.
  - i. Learning about and using technology and information systems.
  - j. Learning about Individual differences and student diversity.
- E. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- F. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least two years experience in school Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- G. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and a half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- H. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.
- I. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

**School Administration:**

- A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.
- B. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- C. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.



Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2013-14 =====\*  
Board of Trustees Meeting.....FEBRUARY 12, 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
5331	98	COUNTY OF ORANGE	Serv& Op/Fac Acq /SJHHS	6,507.31
5332	88	TEL-TEC SECURITY SYSTEMS INC.	CompTech/Fac Acq /Dstrctwd	56,294.39
	94		CompTech/Fac Acq /Dstrctwd	56,294.39
5333	88	DELL COMPUTER	CompTech/Fac Acq /Dstrctwd	7,410.40
	94		CompTech/Fac Acq /Dstrctwd	7,410.41
5334	87	WLC ARCHITECTS INC	CnsMgFee/Fac Acq /CVHS	58,000.00
4 Purchase Orders				\$191,916.90

EXHIBIT 11

Attachment 1

Board of Trustees Purchase Order Listing

\*===== Fiscal Year: 2013-14 =====\*

Board of Trustees Meeting.....FEBRUARY 12, 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
333277	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/LFMS	5,022.25
333278	1	TIFCO INDUSTRIES	Ppl Tran/PuplTran/Dstrctwd	5,600.00
			SpplsNonI/Dist Veh/Dstrctwd	2,400.00
333279	1	UNITED COMMUNICATION SYSTEMS	SpplsNonI/GuidCnsl/Hiddn Hl	4,459.98
333280	1	BUYEXTRAS.COM	InstMtls/Instrctn/Del Obis	918.54
333281	1	CAMCOR INC	InstMtls/Instrctn/DHHS	489.02
333282	1	LARMAC	Serv& Op/RR:Grnds/Dstrctwd	17,400.00
333283	1	FITNESS ANYWHERE INC.	InstMtls/Instrctn/LFMS	530.27
333284	1	VERIZON WIRELESS	SpplsNonI/TIS /Dstrctwd	64.00
333285	1	EBERHARD EQUIPMENT	F&ENonIn/Op:Grnds/Dstrctwd	26,548.00
333286	1	CDWG Inc	SpplsNonI/Sch Adm /Dstrctwd	102.36
333287	1	CAMCOR INC	InstMtls/SE0thIns/Dstrctwd	276.91
333288	1	SHI	Serv& Op/TIS /Dstrctwd	9,554.40
333289	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/Instrctn/Dstrctwd	338.04
333290	1	CDW GOVERNMENT INC.	NonCapEq/Instrctn/Dstrctwd	42,064.25
333291	1	TECH4LEARNING	Serv& Op/Instrctn/Marblehd	224.00
333292	1	MIS TECHNOLOGIES	InstMtls/Instrctn/Wagon Wh	3,377.40
333293	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/VDMMS	1,695.60
333294	1	APPLE COMPUTER INC	InstMtls/Instrctn/FNMS	2,434.20
333295	1	DELTA EDUCATION	SpplsNonI/StDev In/Dstrctwd	912.24
333296	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Marblehd	1,000.00
333297	1	APPLE COMPUTER INC	InstMtls/Instrctn/AVMS	62.64
333298	1	BIO RAD LABORATORIES	InstMtls/Instrctn/SJHHS	693.12
333299	1	BIO CORPORATION	InstMtls/Instrctn/SJHHS	1,248.12
333300	1	DELL COMPUTER	NonCapEq/Instrctn/Hiddn Hl	30,551.11
333301	1	APPLE COMPUTER INC	InstMtls/Instrctn/Dstrctwd	648.84
333302	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Dstrctwd	1,352.92
333303	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/StDev In/Dstrctwd	300.00
333304	11	CA DEPT OF EDUCATION	Serv& Op/Instrctn/Dstrctwd	880.00
333305	1	CALIFORNIA SPECIAL NEEDS LAW	Legal /SupvAdmn/Dstrctwd	2,000.00
			Serv& Op/SE0thIns/Dstrctwd	2,000.00
			Serv& Op/HlthServ/Dstrctwd	2,000.00
333306	1	AMDI	InstMtls/SE0thIns/Dstrctwd	469.28
333307	1	PEARSON ASSESSMENTS	SpplsNonI/Spch Aud/Dstrctwd	221.25
333308	1	LINGUI SYSTEMS INC	SpplsNonI/Spch Aud/Dstrctwd	147.92
333309	1	PRO-ED	SpplsNonI/PsychSer/Dstrctwd	590.00
333310	1	PEARSON ASSESSMENTS	SpplsNonI/PsychSer/Dstrctwd	2,207.08
333311		VOID	VOID	0.00
333312	1	MHS RESEARCH DEPARTMENT	SpplsNonI/PsychSer/Dstrctwd	3,245.00
333313	1	MACNAMARA DANIEL & ALICIA	NPS /NPS /Dstrctwd	1,535.00
333314	1	JAMES & JACQUELINE ALVES	Legal /SupvAdmn/Dstrctwd	2,000.00
			Serv& Op/SE0thIns/Dstrctwd	2,500.00
			Serv& Op/HlthServ/Dstrctwd	2,000.00
333315	1	FARHAD AND ROUDABEH PAKSHIR	Serv& Op/Spch Aud/Dstrctwd	11,500.00
333316	1	ALPHA SOUND AND LIGHTING	NonCapEq/Sch Adm /GrgWhite	3,697.01

Board of Trustees Purchase Order Listing

\*===== Fiscal Year: 2013-14 =====\*

Board of Trustees Meeting.....FEBRUARY 12, 2014

PO No.	Fund	Vendor	Description	Amount
333317	1	NATIONAL BUSINESS FURNITURE	SpplsNonI/HlthServ/Dstrctwd	107.42
333318	1	MAACO COLLISION REPAIR & AUTO	Rntl:Oth/PuplTran/Dstrctwd	54,610.00
			Rntl:Oth/Dist Veh/Dstrctwd	8,890.00
333319	1	BRULEY, BRITTANY	Serv& Op/Instrctn/St Edwrđ	500.00
333320	1	SOCRATIC SEMINARS INT'L LLC	Serv& Op/Instrctn/St Edwrđ	430.00
333321	1	DIOCESAN PASTORAL CENTER	Serv& Op/Instrctn/St Edwrđ	720.00
333322	1	WAL MART L.N.	InstMtls/SEOthIns/Dstrctwd	666.00
333323	1	PRAXAIR	InstMtls/Instrctn/ANHS	1,041.23
333324	1	HITT MARKING DEVICE	SpplsNonI/Bus/Fisc/Dstrctwd	333.35
333325	1	HITT MARKING DEVICE	SpplsNonI/Sch Adm /ANHS	88.41
333326	1	MCGRAW-HILL/SRA	Serv& Op/Instrctn/Dstrctwd	3,525.00
333327	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/Dstrctwd	150.00
333328	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/LadraElm	122.99
333329	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/DHHS	1,073.68
333330	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/LadraElm	122.99
333331	1	SOUTHWEST SCHOOL SUPPLY	St Rcpts/Undesig /Dstrctwd	229.39
333332	1	SOUTHWEST SCHOOL SUPPLY	St Rcpts/Undesig /Dstrctwd	471.58
333333	1	SOUTHWEST BINDING & LAMINATING	St Rcpts/Undesig /Dstrctwd	1,938.60
333334	1	TRANSPORTATION CHARTER SERVICE	Charter /DW Undst/Dstrctwd	5,000.00
333335	1	PERMA-BOUND	InstMtls/Instrctn/LFMS	1,089.71
333336	1	FOLLETT EDUCATIONAL SERVICES	9-12Text/Instrctn/Dstrctwd	56.61
333337	1	ULINE	SpplsNonI/Sch Adm /GrgWhite	182.52
333338	1	TROXELL COMMUNICATIONS INC	SpplsNonI/Sch Adm /AVMS	64.44
333339	1	CERTIFIED TRANSPORTATION	Charter /DW Undst/Dstrctwd	40,000.00
333340	13	ICON ENCLOSURES INC.	SmlEquip/FoodServ/SCHS	13,106.00
333341	13	ICON ENCLOSURES INC.	SmlEquip/FoodServ/CVHS	13,106.00
333342	1	SWEETMAN SYSTEMS	NonCapEq/Aid:Inst/Dstrctwd	6,103.80
333343	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/RH Dana	51.82
333344	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/RH Dana	131.36
333345	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/SMS	37.75
333346	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/RH Dana	93.75
333347	1	TIME FOR KIDS	InstMtls/Instrctn/Del Obis	625.36
333348	1	MIND RESEARCH INSTITUTE	Serv& Op/Instrctn/Marblehd	49,000.00
333349	1	SIMPLER LIFE EMERGENCY	SpplsNonI/Sch Adm /GrgWhite	451.46
333350	1	SCHOLASTIC NEWS	InstMtls/Instrctn/Del Obis	1,218.59
333351	1	DELL COMPUTER	NonCapEq/RR:Bldgs/Dstrctwd	792.55
333352	1	GREAT LAKES SPORTS	InstMtls/SEOthIns/Dstrctwd	310.96
333353	1	OFFICE DEPOT	InstMtls/Instrctn/ANHS	5,000.00
333354	1	NATL SCHOOL PUBLIC RELATN ASSN	SpplsNonI/Pub Info/Dstrctwd	48.04
333355		VOID	VOID	0.00
333356	1	WARE GROUP, THE	InstMtls/Instrctn/Ambuehl	850.00
333357	1	BSN SPORTS	SpplsNonI/Sch Adm /Castille	888.95
333358	1	ADVANTAGE IMAGING SUPPLY	SpplsNonI/Sch Adm /CVHS	291.60
333359	1	CITY OF SAN JUAN CAPISTRANO	Serv& Op/RR:Grnds/Dstrctwd	28,832.72
333360	1	WEST COAST MICROSCOPE	InstMtls/Instrctn/VDMMS	1,000.00
333361	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/Instrctn/BAMS	453.60
333362	1	APPLE COMPUTER INC	NonCapEq/Instrctn/BAMS	1,735.68
333363	1	BERTRANDS HORN IMPROVEMENT	Rnt&Repr/Instrctn/Dstrctwd	750.00
333364	1	DELL COMPUTER	NonCapEq/Instrctn/Wagon Wh	933.44
333365	1	SAN DIEGO COUNTY OFFICE OF ED	Conf:Ins/Instrctn/BAMS	400.00

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2013-14 =====\*  
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PO No.	Fund	Vendor	Description	Amount
333366	1	LANK, COLLEEN	Serv& Op/Instrctn/Mission	150.00
333367	1	TUCH, CAROL	Serv& Op/Instrctn/Mission	150.00
333368	1	ORANGE COUNTY DEPT OF EDUCAT	Serv& Op/Instrctn/Mission	100.00
333369	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/CapoHome	100.00
333370	1	B & H PHOTOGRAPHY	NonCapEq/Instrctn/Dstrctwd	4,043.20
333371	1	DBQ PROJECT, THE	Cmmnctns/Warehse /Dstrctwd	26.00
333372	1	JRM COMPANY	InstMtls/Instrctn/Dstrctwd	324.00
333373	1	ACSI	Serv& Op/Instrctn/MssHills	1,881.00
333374	1	EDTECH TEACHER INC	Serv& Op/Instrctn/St Edwrd	1,290.00
333375	1	SCOE PRIVATE SCHOOLS	Serv& Op/Instrctn/Our Savr	100.00
333376	1	COMPUTER USING EDUCATORS	Serv& Op/Instrctn/Our Savr	995.00
333377	1	CA LEAGUE MIDDLE SCHOOL	CnfrNonI/SupvAdmn/Dstrctwd	598.00
333378	1	LIFETRENDS GROUP	SpplsNonI/Sch Adm /ANHS	92.65
333379	1	APPLE COMPUTER INC	InstMtls/Instrctn/BAMS	651.84
333380	12	INSIGHT SYSTEMS EXCHANGE	SpplsNonI/Sch Adm /Dstrctwd	676.08
333381	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/Instrctn/LRMS	2,430.00
333382	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Serra	676.08
333383	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/ANHS	338.04
333384	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/Instrctn/BAMS	338.04
333385	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Dstrctwd	3,893.76
333386	1	CREATIVE FORMS DESIGN INC	SpplsNonI/Sch Adm /Serra	35.53
333387	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Reilly	1,940.00
333388	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Reilly	1,940.00
333389	70	EXECUTIVE ENVIRONMENTAL SVCS	Serv& Op/Enterprs/Dstrctwd	3,236.77
333390	70	PSC ENVIRONMENTAL SERVICES	Serv& Op/Enterprs/Dstrctwd	1,836.85
333391	1	DEPARTMENT OF GENERAL SERVICES	Serv& Op/Prsnl:HR/Dstrctwd	10,000.00
333392		VOID	VOID	0.00
333393	1	SCOLAB INC	InstMtls/Instrctn/MFMS	150.00
333394	1	THE WRITER LEARNING SYSTEMS	InstMtls/SE0thIns/Dstrctwd	238.72
333395		VOID	VOID	0.00
333396	1	THE WRITER LEARNING SYSTEMS	InstMtls/SE0thIns/Dstrctwd	237.72
333397	1	ENABLEMART	InstMtls/SE0thIns/Dstrctwd	50.50
333398	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/SDCInstr/Dstrctwd	233.52
333399	1	THERAPRO	SpplsNonI/HlthServ/Dstrctwd	139.51
333400	1	SCHOLASTIC INC	Bks&Ref /Instrctn/Del Obis	4,000.00
333401	1	MCGRAW-HILL/SRA	K-12Text/Instrctn/SCHS	195.20
333402	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Las Palm	5,000.00
333403	1	CAMCOR INC	InstMtls/Instrctn/SCHS	2,691.23
333404	1	LA STARS DEPT OF EDUCATION	Conf:Ins/Instrctn/Tesoro	695.00
333405	1	VALIANT IMC	InstMtls/Instrctn/SCHS	265.68
333406	1	PATHWAY COMMUNICATIONS LTD.	InstMtls/Instrctn/Concordi	170.64
333407	1	ORANGE COUNTY REGISTER	Serv& Op/Enterprs/Dstrctwd	133.44
333408	12	THE REGENTS OF THE UNIVERSITY	CnsltNon/GuidCnsl/Dstrctwd	5,000.00
333409	1	ORANGE COUNTY REGISTER	Serv& Op/Enterprs/Dstrctwd	133.44
333410	1	ORANGE COUNTY REGISTER	Serv& Op/Enterprs/Dstrctwd	133.44
333411		VOID	VOID	0.00
333412	1	B & H PHOTOGRAPHY	SpplsNonI/HlthServ/Dstrctwd	138.23
333413	1	THE PARENT INSTITUTE FOR	CnsltNon/PrntPart/Dstrctwd	10,000.00
333414	1	GOPHER ATHLETIC	InstMtls/Instrctn/Del Obis	734.51
333415	1	CASBO	CnfrNonI/SuppSvcs/Dstrctwd	635.00

Board of Trustees Purchase Order Listing  
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PO No.	Fund	Vendor	Description	Amount
333416	1	CASBO	CnfrNonI/Bus/Fisc/Dstrctwd	835.00
333417	1	CASBO	CnfrNonI/Bus/Fisc/Dstrctwd	615.00
333418	1	CASBO	CnfrNonI/Bus/Fisc/Dstrctwd	410.00
333419	1	SADDLEBACK VALLEY USD	FieldTrp/Instrctn/Don Juan	1,664.00
333420	1	WAL MART L.N.	Serv& Op/Enterprs/Dstrctwd	275.00
333421	1	COLLEGE BOARD - WRO	Conf:Ins/Enterprs/ANHS	215.00
333422	1	SCHOOL SERVICES OF CALIFORNIA	CnfrNonI/Bus/Fisc/Dstrctwd	525.00
			CnfrNonI/SuppSvcs/Dstrctwd	175.00
333423	1	COMPUTER USING EDUCATORS	Serv& Op/Instrctn/STBRKK-6	485.00
333424	1	COMPUTER USING EDUCATORS	Serv& Op/Instrctn/STYBRKMI	485.00
333425	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Concordi	1,191.00
333426	1	AMS.NET INC	NonCapEq/TIS /Dstrctwd	1,756.88
333427	1	WAL MART L.N.	InstMtls/SE0thIns/Dstrctwd	7,000.00
333428	1	SMART & FINAL IRIS #399	InstMtls/SE0thIns/Dstrctwd	2,000.00
333429	1	APPLE COMPUTER INC	InstMtls/Instrctn/Concordi	5,072.95
333430	1	LIBERTY CLASSICS INC	InstMtls/Instrctn/SCHS	182.29
333431	1	APPLE COMPUTER INC	NonCapEq/Instrctn/ANHS	4,123.20
333432	1	LIFE SPIRIT SPEECH PATHOLOGY	CnsltNon/Spch Aud/Dstrctwd	4,000.00
333433	1	CADA CENTRAL	Conf:Ins/Enterprs/MFMS	1,995.00
333434	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/SCHS	632.95
333435	1	LEISURE CARE REFERRAL AGENCY	Serv& Op/HlthServ/Dstrctwd	50,000.00
333436	12	CHANCY & BRUCE EDUC. RESOURCES	CnsltNon/SupvAdmn/Dstrctwd	950.00
333437	1	SUNBELT STAFFING LLC	NPA /NPA /Dstrctwd	4,999.00
			Sub NPA /NPA /Dstrctwd	5,001.00
333438	1	ZZOUNDS MUSIC LLC	NonCapEq/Instrctn/Dstrctwd	246.22
333439		VOID	VOID	0.00
333440	1	LS & S	SpplsNonI/HlthServ/Dstrctwd	143.71
333441	1	MUSICIAN'S FRIEND	NonCapEq/Instrctn/Dstrctwd	1,602.90
333442	1	NASCO WEST	InstMtls/Instrctn/VDMMS	191.59
333443	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/San Juan	3,000.00
333444	1	SCHOLASTIC	Serv& Op/Instrctn/Viejo	330.00
162 Purchase Orders				\$613,809.41



Board of Trustees Warrant Listing  
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Warrant Number	Name of Payee	Reference Number	Amount
193003	ALISO VIEJO COMMUNITY ASSN	PO-331965	1,853.54
193004	COUNTY OF ORANGE-WASTE MNGT	PO-330169	561.62
193005	CR&R INCORPORATED	PO-331121	1,241.63
193006	DEPT IND RELATION (ACCOUNTING)	PO-330223	250.00
193007	E. STEWART AND ASSOCIATES	PO-330434	3,501.00
193008	MUNICIPAL UNDERGROUND SERVICES	PO-331667	5,825.00
193009	ORANGE CTY DEPT EDUC	PO-331427	3,963.58
193010	ORANGE CTY TANK TESTING	PO-331821	2,360.77
193011	PACIFIC ROOFING SYSTEMS	PO-332888	13,568.00
193012	WEST COAST ARBORISTS INC.	PO-330432	2,438.00
		PV-142258	583.00
193013	MISSION AUTO SERVICE	PO-332068	1,263.03
193014	NCS PEARSON INC.	PO-333104	3,475.64
193015	ONE STOP BINDERY	PO-330150	40.00
193016	OVER NIGHT NUMBERING	PO-330149	420.00
193017	OXFORD UNIV PRESS	PO-332817	38.29
193018	PERMA-BOUND	PO-332713	4,777.15
193019	PERSEUS ASSOCIATES LLC	PO-331979	5,805.00
193020	PRINT & FINISHING SOLUTIONS	PO-331540	12.46
193021	QUALITY TOWING	PO-331565	146.00
193022	RADIO SHACK	PO-330198	139.24
193023	RENAISSANCE LEARNING INC	PO-332676	1,224.00
193024	SCHOLASTIC LIBRARY PUBLISHING	PO-332467	71.50
193025	SCHOOLMASTERS	PO-332156	1,223.78
193026	SMOG EXPRESS	PO-331238	49.95
193027	SOCCER MASTER TEAM DEPT	PO-332520	1,414.45
193028	SOUTHERN COUNTIES LUBRICANTS	PO-330871	97.75
193029	SPORTS FACILITIES GROUP INC	PO-331236	3,551.92
		PO-332553	4,961.00
193030	TOMARK SPORTS INC	PO-332973	807.00
193031	TRITON AIR INC	PO-333265	578.44
193032	TUTTLE-CLICK FORD	PO-331337	1,114.85
193033	UNIQUE SWEEPING	PO-331560	270.00
193034	WARDS NATURAL SCIENCE	PO-332244	43.94
193035	WATERLINES TECHNOLOGIES INC	PO-331136	164.80
193036	WESTERN GRAPHIX	PO-331281	649.00
193037	WESTERN ILLUMINATED PLASTIC	PO-332157	277.62
		PO-332606	992.40
193038	WESTERN PUMP	PO-331561	555.00
193039	WOLVERINE SPORTS	PO-331761	127.48
193040	MENTORING MINDS	PO-332697	458.70
193041	MERCURY DISPOSAL SYSTEM INC	PO-331085	99.00
193042	MOORE'S SEWING MACHINE	PO-333267	180.43
193043	NASCO WEST	PO-330549	121.66
		PO-333015	905.80

Board of Trustees Warrant Listing  
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Warrant Number	Name of Payee	Reference Number	Amount
193044	O W L ASSOCIATES INC	PO-332133	1,009.80
193045	OFFICE DEPOT	PO-330363	56.74
		PO-331517	193.88
193046	PACIFIC SUPPLY COMPANY	PO-333096	2,150.69
193047	PATHWAY COMMUNICATIONS LTD.	PO-332993	2,601.73
193048	PHONAK INC	PO-333053	1,103.81
193049	RINCON TRUCK PARTS	PO-330886	722.84
193050	SAFETY KLEEN CORP	PO-333140	724.08
193051	SPARKLETTTS	PO-330697	46.66
		PO-332501	44.08
193052	STAPLES ADVANTAGE	-	
		PO-330278	2.16
		PO-330496	202.31
		PO-330548	103.72
		PO-330572	118.90
		PO-330658	192.84
		PO-330659	5.35
		PO-330671	84.66
		PO-330672	205.02
		PO-330673	942.34
		PO-330694	233.27
193053	STAPLES ADVANTAGE	PO-330694	121.96-
		PO-330696	176.36
		PO-331350	79.15
		PO-331358	37.03
		PO-333057	30.23
		PO-333116	50.03
193054	TENNIS WAREHOUSE	PO-331824	214.95
193055	THERAPRO	PO-332940	107.41
193056	UNITED RENTALS	PO-330145	34.56
		PO-330208	1,054.22
193057	VALIANT IMC	PO-332176	50.00
193058	VERNIER SOFTWARE	PO-333085	757.00
193059	OFFICE DEPOT	PO-331053	194.89
193060	SPARKLETTTS	PO-331578	10.82
		PO-331595	5.13
		PO-331597	10.00
193061	STAPLES ADVANTAGE	PO-331164	226.30
193062	STAPLES ADVANTAGE	PO-330523	1,357.56
193063	CITY OF SAN JUAN CAPISTRANO	PO-330226	4,807.13
193064	MOULTON NIGUEL WATER	-	
		PO-330245	11,681.03
193065	MOULTON NIGUEL WATER	PO-330245	595.12
193066	SAN DIEGO GAS & ELECTRIC	PO-330248	133,813.86
193067	SANTA MARGARITA WATER	PO-330247	11,003.04



Board of Trustees Warrant Listing  
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Warrant Number	Name of Payee	Reference Number	Amount
193068	SO CAL GAS CO	-	
		PO-330249	51,329.41
193069	SO CAL GAS CO	PO-330249	4,431.79
193070	SO COAST WATER DIST	PO-330224	11,768.20
193071	SOUTHERN CALIFORNIA EDISON	PO-330250	6,451.17
193072	HERITAGE MUSEUM OF OC	PO-333070	495.00
193073	JFK TRANSPORTATION CO INC	PV-142270	1,606.25
193074	PALI MOUNTAIN INSTITUTE	PO-332426	17,155.00
		PO-333208	42,410.00
193075	OPPORTUNITY FOR LEARNING	PV-142268	4.70
		PV-142269	50,464.00
193076	ALVARADO, CYNTHIA	PV-142271	199.36
193077	ALZAMORA, LUCERO	PV-142272	279.55
193078	BANH, JULIE/NAM	PV-142273	649.15
193079	BAUER, ADAM OR GINA	PV-142274	56.45
193080	BONDE, CRAIG OR JOY	PV-142275	201.60
193081	BOUCLY, CHRISTOPHER & DAWNIEL	PV-142276	630.79
193082	BOYD, VALERIE	PV-142277	104.16
193083	BRENNAN, JILL	PV-142282	53.31
193084	BUI, HONG	PV-142283	344.96
193085	CANET, DONALD OR ERIN	PV-142284	169.34
193086	COON, MATTHEW/ERIKA	PV-142285	197.57
193087	CRUME, KELLEY &/OR	PV-142287	428.96
193088	CUHADAROGU, MEHMET OR BELGIN	PV-142286	890.40
193089	DAVIS, HENRY & ELIZABETH	PV-142288	215.04
193090	FINCH, JASON/NICOLETTE	PV-142289	110.66
193091	GARCIA, ANTONIO & MICHELLE	PV-142290	28.00
193092	GAU, MARY	PV-142291	174.72
193093	GUPTA, SANJAY & MANISHA	PV-142292	581.72
193094	HAWORTH, MARK & JENNIFER	PV-142294	100.35
193095	HENRY, SAMANTHA	PV-142295	59.58
193096	HLAVATY, BLAKA	PV-142296	626.08
193097	HOGGATT, ROBERT/VERONICA	PV-142297	196.22
193098	KLEIN, JIM & JASKOWIAK, JANNY	PV-142298	225.79
193099	LAW, YUET	PV-142299	141.12
193100	LAWSON, TARYN	PV-142300	97.21
193101	LE, CHAU & TRAN, TU	PV-142301	137.98
193102	LEEB, ANDREA	PV-142302	479.81
193103	LOPEZ, CELESTES	PV-142303	110.66
193104	LOUIE, DARRYL OR CATHERINE	PV-142304	265.44
193105	MACIBORSKI, MIKE OR STEPHANIE	PV-142305	128.13
193106	MATHIESEN, DAN & TARA	PV-142306	272.83
		PV-142307	181.89
193107	NICOLL, THOMAS & HEIDI	PV-142308	196.00
193108	O'LEARY GUTIERREZ, MARIA	PV-142293	185.02

Board of Trustees Warrant Listing  
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Warrant Number	Name of Payee	Reference Number	Amount
193109	OSBORNE, RICHARD & DAYNA	PV-142309	96.10
193110	RADZINS, JOHN & MEREDITH	PV-142310	177.41
193111	RICHMOND, HEIDI	PV-142311	128.58
193112	RITURBAN/JOHN PAUL & ANN	PV-142312	116.03
193113	RODAS, PHILLIP AND CAROLYN	PV-142313	155.23
193114	ROLING, ROGER OR MIKAIL	PV-142314	241.70
193115	SCHWARTZ, TONY OR STEPHANIE	PV-142315	197.57
193116	SOTO, MARTHA/RODOLFO	PV-142316	191.30
193117	SUTHERLAND, GARY & RACHEL	PV-142317	109.76
193118	TRAN, CHAU & LUONG, PHUONG	PV-142318	174.72
193119	TRITZ, RICHARD &/OR JULIE	PV-142319	137.76
193120	WEATHERWAX, SCOTT & KATHY	PV-142320	465.69
193121	WINKLER, JOHN & CAROL	PV-142321	116.03
193122	ZABOROWSKI, JEFF AND WENDY	PV-142322	185.02
193123	STATE BD EQUALIZATION	PV-142279	1,444.08
193124	GOODWILL INDUSTRIES OF ORANGE	PO-330755	360.00
193125	MENDE PSY.D, SYLVIA	PO-330005	2,895.73
193126	SUNBELT STAFFING LLC	PO-330488	3,465.00
193127	ART MASTERS	PO-331419	1,307.00
		PO-331421	1,881.00
193128	ART MASTERS INC	PO-330564	1,513.00
		PO-330578	1,518.00
193129	PROFESSIONAL TUTORS OF AMERICA	PO-330986	1,485.00
		PO-332623	632.50
193130	YMCA OF ORANGE COUNTY	CL-131606	1,105.08
		CL-131607	8,213.00
		PV-142281	574.83
193131	CAL LEAGUE MIDDLE SCHOOL/CLMS	PO-333268	210.00
193132	ORANGE COUNTY DEPT OF EDUCATIO	PO-331891	175.00
193133	RICHTSMEIER, AUNDREA	PV-142280	385.00
193134	SAN DIEGO COUNTY	PO-332471	700.00
193135	CHLIC-CHICAGO	PO-330333	31,275.50
		PO-330336	14,865.02
193136	UNUM LIFE INSURANCE	PO-330339	9,234.00
193137	CORVEL CORPORATION	PO-330400	36,808.60
193138	1ST JON	PO-330413	128.20
193139	ACADEMIC THERAPY PUBL	PO-333039	2,440.85
193140	ADVANCED KEYBOARD TECH INC.	PO-332560	536.75
193141	ANIMAL PEST MANAGEMENT SERVICE	PO-332103	3,155.00
193142	APPLE COMPUTER INC	PO-332977	433.92
		PO-332985	3,353.88
193143	AUDITORY INSTRUMENTS	PO-332621	1,195.25

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Warrant Number	Name of Payee	Reference Number	Amount
193144	B & H PHOTOGRAPHY	PO-332688	4,519.60
		PO-332930	228.00
		PO-332931	803.56
		PO-332932	49.96
193145	BRINKS INC.	PO-330101	156.00
193146	CAESAR'S APPLIANCE	PO-333052	825.08
193147	CAPISTRANO CRANE SERVICE	PO-331285	555.00
193148	CAPISTRANO GOLF CARS	PO-331446	2,004.70
193149	CDW GOVERNMENT	PO-333090	983.66
193150	COMMERCIAL AQUATIC SERVICES	PO-332063	3,495.41
		PO-332901	19,648.08
		PO-332923	5,349.98
193151	COMPLETE OFFICE OF CA	PO-330330	123.97
		PO-331777	15.75
193152	CULVER-NEWLIN	PO-332595	312.12
		PO-332884	275.40
		PO-332893	275.40
		PO-332941	275.40
193153	DBQ PROJECT, THE	PV-142387	297.00
193154	DELL MARKETING L P	PO-332986	655.79
193155	DENAULT'S HARDWARE	PO-330863	14.02
193156	DUNN-EDWARDS CORP	PO-330229	398.82
193157	EDUCATIONAL DATA SYSTEMS	PO-330281	2,192.83
193158	EDVOTEK INC	PO-332653	3,779.00
193159	ESTRELLITA PUBL	PO-331379	878.00
193160	FLINN SCIENTIFIC INC	PO-332847	1,587.77
193161	GANAHL LUMBER	PO-330225	214.92
193162	GRAPHIC SYSTEMS	PO-331598	256.66
193163	HOPE INC	PO-332952	198.00
193164	IPC USA	PO-331042	25,457.58
193165	W W GRAINGER INC	PV-142383	5,493.41
193166	CITY OF SAN CLEMENTE	PO-330227	6,554.77
193167	COUNTY OF ORANGE-WASTE MNGT	PO-330169	997.14
193168	LARMAC	PO-333282	17,400.00
193169	SAN DIEGO GAS & ELECTRIC	PO-330248	62,552.48
193170	SANTA MARGARITA WATER	PO-330247	1,130.00
193171	SO CAL GAS CO	PO-330249	76.50
193172	SO COAST WATER DIST	PO-330224	1,634.98
193173	SOUTHERN CALIFORNIA EDISON	PO-330250	57,654.51
193174	VIRTUAL WATER SERVICES	PO-331247	775.80
193175	DISCOVERY SCIENCE CENTER	PO-333176	741.00
193176	MISSION SAN JUAN CAPISTRANO	PO-332972	580.50
193177	MISSION SAN LUIS REY	PO-332868	476.00
193178	OPPORTUNITY FOR LEARNING	PV-142341	21,140.10
193179	STATE BD EQUALIZATION	PV-142408	1,489.00

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Warrant Number	Name of Payee	Reference Number	Amount
193180	US BANK	PO-331424	11,492.81
193181	CORVEL CORPORATION	PO-330313	121,686.33
		PO-330636	80,500.00
193182	CAPISTRANO UNIFIED SCHOOL DIST	PO-330320	70,677.03
193183	PAULSEN, APRIL	PV-142361	72.00
193184	PHILLIPS, DEANNA	PV-142362	72.00
193185	SKINNER, PHILLIP	PV-142363	72.00
193186	BENE, CHERI	PV-142364	253.12
193187	BENNETT, KATHLEEN	PV-142365	318.64
193188	BOLLA, BRENDA	PV-142366	66.08
193189	BUTLER, SUSAN	PV-142368	134.96
193190	COLLINGS, JANICE	PV-142370	63.84
193191	DAGLEY, JEANA	PV-142371	90.16
193192	ELKINS, KAREN	PV-142379	156.80
193193	ELLIOT, EVANGELINE	PV-142369	14.56
193194	ERICKSON, DANA	PV-142380	117.60
193195	FARRAND, MONA	PV-142382	221.20
193196	GOLDBECK, MELISSA	PV-142384	81.76
193197	GOMEZ, LYDIA	PV-142385	164.64
193198	HANRATTY-RAJA, JENNIPHER	PV-142386	55.44
193199	HARRISON, EVA	PV-142388	21.28
193200	HAWKINS, TRACY D.	PV-142389	16.80
193201	HERNANDEZ, MARLO	PV-142390	43.68
193202	IMSLAND, TRACEY	PV-142391	77.84
193203	JONES, JOSEPH	PV-142392	143.92
193204	KAROLYS, ANDREA	PV-142393	114.80
193205	MARSDEN, CLAIRE	PV-142394	56.56
193206	MATIENZO, NINA RIE	PV-142397	171.92
193207	MCCORMICK, LENORE	PV-142395	2.24
193208	METTERT, LISA M	PV-142396	53.76
193209	PINKERTON, DAN	PV-142398	127.12
193210	REGAN, MARY	PV-142399	37.52
193211	RODRIGUEZ, NASCINA	PV-142400	126.00
193212	SHUPE, MARY D	PV-142401	16.24
193213	TESKEY, KAREN	PV-142402	626.64
193214	VAN DER WAL, KATRINA	PV-142403	58.24
193215	WEINELL, CAROL	PV-142404	101.36
193216	WEINELL, MIKE	PV-142406	10.08
193217	WILLIAMSON, JACOB	PV-142407	17.92
193218	DEMPSEY, PATRICE	PV-142378	129.36
193219	BROWNE, CAROLE	PV-142367	250.39
193220	MAIL FINANCE	PO-330502	1,103.73
193221	MOBILE COMM REPAIR INC	PO-331099	4,355.58
193222	PC MALL GOV	PO-332255	7,529.06
193223	PRO-ED	PO-333186	1,100.00

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Warrant Number	Name of Payee	Reference Number	Amount
193224	PRUDENTIAL OVERALL SUP	PO-330144	131.44
		PO-331665	6.30
193225	PYRAMID WIRE & CABLE INC.	PO-330164	970.30
193226	RADIO SHACK	PO-330197	124.11
193227	SEHI COMPUTER	PO-330086	494.91
193228	SIERRA SOIL	PO-330209	1,073.76
193229	SOUND IMAGE	PO-331283	1,733.51
193230	SPARKLETTS	PO-331023	7.18
		PO-331024	26.40
		PO-331589	8.10
		PO-331590	98.26
		PO-331601	19.02
		PO-331653	8.98
		PO-332254	7.18
193231	SPORT CHALET	PO-330920	9,981.82
193232	ULINE	PO-330085	60.13
193233	VERIZON WIRELESS	PO-330161	2,970.39
193234	VISTA PAINT CORP	PO-330174	131.77
193235	WATERLINES TECHNOLOGIES INC	PO-331136	324.32
193236	YALE CHASE EQUIPMENT AND	PO-331695	8,462.45
193237	YORK INDUSTRIES	PO-331124	340.20
193238	SPARKLETTS	PO-331580	12.87
		PO-331581	5.13
		PO-331583	9.23
		PO-331584	3.64
		PO-331586	8.77
		PO-331587	8.77
		PO-331591	8.77
		PO-331592	13.89
		PO-331594	19.59
		PO-331596	12.41
		PO-331637	10.82
		PO-331653	18.24
		PO-331865	12.41
193239	US BANK CORP PAYMENT SYSTEM	PV-142405	3,345.50
		PV-142409	1,088.49
		PV-142412	3,965.71
193240	US BANK CORP PAYMENT SYSTEM	PV-142412	550.00
193241	STATE BD EQUALIZATION	PV-142414	374.64
193242	CITY OF SAN CLEMENTE	PO-330227	12,661.69
193243	CITY OF SAN JUAN CAPISTRANO	PO-330226	1,260.08
193244	CONSOLIDATED ELECT DISTR	PO-330433	9,154.59
193245	MOULTON NIGUEL WATER	PO-330245	6,598.65
193246	SANTA MARGARITA WATER	PO-330247	965.06
193247	SO CAL GAS CO	PO-330249	12,645.37

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Warrant Number	Name of Payee	Reference Number	Amount
193248	SOUTH COAST FIRE PROTECTION	PO-331246	3,040.00
193249	SOUTHERN CALIFORNIA EDISON	PO-330250	13,245.65
193250	BOYS TOWN CALIFORNIA INC.	PO-330803	2,652.00
193251	CORNERSTONE THERAPIES	PO-332265	200.00
193252	CRARY, BRENDA	PO-330011	2,884.20
193253	DEVEREUX CLEO WALLACE	PO-332859	13,111.64
193254	DEVEREUX TEXAS TREATMENT	PO-332264	468.10
193255	DEVEREUX TEXAS TREATMENT	PO-330678	9,480.45
193256	ECE4AUTISM	PO-332279	1,500.00
193257	FERREN, MATTHEW & KATIE	CL-130856	1,487.50
193258	GARCIA, IRMA R.	PO-330003	2,544.60
193259	HCA BHS/PS	CL-130847	82,237.48
193260	KARPUS, DAVID AND MARY	PO-332066	352.80
193261	KIDS INSTITUTE FOR DEVELOPMENT	PO-332601	4,830.00
		PO-332857	813.72
193262	MARDAN CENTER OF ED	PO-330629	2,580.00
		PO-330652	2,408.00
		PO-332003	2,236.00
		PO-332004	2,408.00
193263	OCEANVIEW SCHOOL	PO-330634	3,360.00
		PO-330712	3,180.00
		PO-330727	2,730.00
		PO-330728	3,328.00
		PO-330729	3,540.00
		PO-330734	3,180.00
		PO-330735	3,180.00
		PO-330739	3,090.00
		PO-330740	3,360.00
		PO-331859	3,488.00
		PO-332001	3,180.00
		PO-332362	2,968.00
		PO-332363	3,180.00
		PO-332387	3,540.00
		PO-332860	360.00
193264	ORANGE COUNTY THERAPY SERVICE	PO-330010	6,480.00
193265	ORANGE CTY DEPT EDUC	PO-331412	316,338.96
193266	PATLAN, MARK & LINDA	PO-332463	2,765.00
193267	PATRICIA MACDONALD AND	PO-330811	1,260.42
193268	PATTERSON, PAMELA	PO-330771	18,507.50
193269	PROVIDENCE SPEECH AND	PO-330833	607.50
193270	PYRAMID AUTISM CENTER	PO-330628	3,375.00
193271	ROZENBERG, ABBY	PO-333051	750.00
193272	SALAMIRAD, ALI & JODY	PO-332065	270.00

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Warrant Number	Name of Payee	Reference Number	Amount
193273	SPEECH & LANGUAGE DEVEL	PO-330642	2,684.50
		PO-331680	4,138.50
		PO-331853	3,000.75
		PO-332858	3,700.00
193274	STEPPING STONES SPEECH	PO-332862	4,080.00
193275	STRUM, DENISE AND/OR ROBERT	PO-332821	691.78
193276	TERI INC	PO-331991	3,136.12
193277	WESTSHIELD ADOLESCENT SERVICES	PO-330004	2,885.64
193278	WILLIAMS, MATTHEW	PO-332998	2,277.38
193279	WINGARD, RICHARD AND LORENA	PO-330831	1,000.00
193280	YELLOWSTONE BOYS & GIRLS RANCH	PO-330750	10,668.50
		PO-330794	7,017.00
193281	BIO-ACOUSTICAL ENG CORP	PO-330477	11,000.00
193282	CONVERSA INCORPORATED	PO-332392	1,710.00
193283	NAVIANCE INC	PO-332573	67,090.00
193284	NICOLE MILLER & ASSOC INC	PO-330474	3,750.00
193285	REBECCA ROMO	PO-330922	2,275.00
193286	STEIN, CHRISTINE	PO-330563	1,904.00
193287	CCIS	PO-332029	1,050.00
193288	DAWN JOHNSON	PV-142416	142.80
193289	DIOCESAN PASTORAL CENTER	PO-333321	720.00
193290	DIOCESE OF ORANGE	PO-332812	1,260.00
193291	GLIDDEN, ERIN	PV-142417	21.39
193292	GONZALEZ, SARAH	PV-142418	215.00
193293	ORANGE COUNTY DEPT OF EDUCATIO	PO-330666	150.00
		PO-330813	875.00
		PO-330978	375.00
		PO-331091	450.00
		PO-331166	150.00
		PO-331518	150.00
		PO-331571	500.00
		PO-332867	2,200.00
		PO-333327	150.00
193294	REGENTS OF THE UNIVERSITY CA	PO-332660	600.00
		PO-333075	400.00
193295	WALDUKAT, ANDY	PV-142419	1,702.86
193296	DANNIS WOLIVER KELLEY	PO-331676	1,347.50
		PO-331679	3,156.09
193297	HARBOTTLE LAW GROUP	PO-330824	3,287.61
193298	COX COMMUNICATIONS	PO-331049	2,289.53
193299	ORANGE COUNTY REGISTER	PO-331044	259.80
193300	PRINT & BIND 4 LESS	PO-333042	12,400.00

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Warrant Number	Name of Payee	Reference Number	Amount
193301	WAL MART COMMUNITY/GECRB	PO-331692	104.83
		PO-331933	53.29
		PO-331934	400.90
		PO-332674	81.57
193302	WAL MART COMMUNITY/GECRB	PO-332431	22.49
193303	WAL MART COMMUNITY/GECRB	PO-333025	190.11
193304	BRITTINGHAM, JOHN	PV-142420	17.00
193305	BRYANT, AMY	PV-142421	16.57
193306	BUCKINGHAM, DIANN	PV-142422	30.00
193307	CARABALLO, YONATHAN	PV-142423	15.00
193308	CARLISLE, TERESA	PV-142424	72.31
193309	FOUCART, PAUL	PV-142425	27.90
193310	GROOTHUIS, MARK	PV-142426	150.00
193311	GRUENEWALD, ERIC	PV-142427	60.00
193312	JONES, APRIL	PV-142428	17.00
193313	MALTSEV, SERGEY	PV-142429	87.00
193314	MARTIN, JAYNE	PV-142430	23.56
193315	MESQUIT, JACQUELINE	PV-142431	69.00
193316	MILLER, ROBERT	PV-142432	27.00
193317	NOLLAR, RENEE	PV-142433	30.00
193318	O'CONNOR, COLLEEN	PV-142434	72.00
193319	OLSEN, CHRISTINE	PV-142435	26.61
193320	PORTILLO, CHRISTINA	PV-142436	60.00
193321	SCHOLL, BARBARA	PV-142437	280.46
193322	SNOWDEN, MARYBETH (SAMMIE)	PV-142438	80.70
193323	WATKINS, PAMELA	PV-142440	30.00
193324	WILBUR, MOLLY	PV-142441	60.00
193325	YAKOUSHKIN, DEVIN	PV-142442	84.00
193326	VERMEULEN, DONALD	PV-142439	36.65
193327	BLANCHARD, PAUL	PV-142443	240.00
193328	COCHRAN, KRISTEN	PV-142444	344.70
193329	GANNON, VALANCY	PV-142445	253.50
193330	MAXEY, EMILY	PV-142446	240.00
193331	NERI, DAISY	PV-142447	29.70
193332	NEUBAUER, AMBER	PV-142448	315.00
193333	ROWAN, JESSICA	PV-142449	139.40
193334	TRUMAN, SANDY	PV-142450	224.00
193335	VANDERWAL, KATRINA	PV-142451	224.00
193336	WU, TONY	PV-142452	224.00
193337	BARTALUZZI, SAMUEL	PV-142454	20.72
193338	BENTO, KATHERYN	PV-142455	7.84
193339	BOGNAR, CATHERINE M.	PV-142456	6.16
193340	BOWDEN, JOANNA	PV-142457	102.48
193341	BUCKMAN, JONATHAN T.	PV-142458	13.44
		PV-142459	15.68



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193342	CHRISTMAN-STURM, TRACY	PV-142460	70.56
193343	DAWN JOHNSON	PV-142473	84.00
193344	DYE, JANETTE	PV-142462	10.08
193345	EXWORTHY, MARK	PV-142463	222.32
193346	FINNSSON, JAMIE	PV-142464	218.40
193347	FLOWERS, JAIME	PV-142465	57.68
193348	GLIDDEN, ERIN	PV-142468	2.80
193349	HANAFORD, LAURA	PV-142469	45.92
193350	HARMAN, NANCY	PV-142470	87.92
193351	HARRISON, EVA	PV-142471	42.56
193352	KELLMAN, KATHLEEN	PV-142474	136.64
193353	MAYFIELD, DAVIDA	PV-142475	43.12
193354	PERRY, CYNTHIA	PV-142476	15.12
193355	RAZI, TARA	PV-142477	50.40
193356	SANTOS, CHRIS	PV-142478	71.68
193357	SCOTT, KATHY	PV-142479	28.56
193358	SELECMAN, LANA	PV-142480	49.28
193359	SIMPSON, LORI	PV-142481	81.76
193360	UMINSKY, ALMA	PV-142482	17.92
193361	WOBST, JUDY	PV-142483	5.04
193362	COPE, MARY	PV-142461	288.40
193363	FREY, DEBORAH	PV-142466	91.28
193364	GAFFNEY, LANETT	PV-142467	20.16
193365	HAYES, NATALIE	PV-142472	20.16
193366	AIR CONDITIONING CONTROL SYS	PO-332061	427.50
193367	ALISO VIEJO GOLF CLUB	CL-130577	894.24
193368	BRINKS INC.	PO-330101	156.03
193369	FEDERAL EXPRESS CORP	PO-330159	465.25
193370	GAMETIME	PO-332911	69.14
193371	HAAN CRAFTS	PO-330545	1,105.89
		PO-330546	217.50
193372	HD SUPPLY FACILITIES MAINTN	PO-330233	814.94
193373	HIRSCH PIPE & SUPPLY	PO-330166	3,617.39
193374	HYDRO-SCAPE PRODUCTS INC	PO-330416	1,829.29
193375	IMAGE 2000	PO-331550	133.00
		PO-331721	187.96
193376	INCLUSIVE TLC	PO-332629	159.00
193377	INSIGHT SYSTEMS EXCHANGE	PO-332725	382.77
		PO-332964	336.77
		PO-332980	673.52
		PO-332981	673.52
193378	KELLY PAPER COMPANY	PO-330151	2,122.27
193379	KNORR SYSTEMS INC	PO-330165	1,231.20

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193380	LA HABRA FENCE CO INC	PO-332845	4,837.00
		PO-333035	4,733.00
		PO-333036	3,657.00
		PO-333236	6,287.00
193381	LAKESHORE LEARNING MATLS	PO-333014	408.35
193382	LAWNMOVERS ETC	PO-331572	1,210.19
193383	LOCAL JANITORIAL & VACUUM	PO-330206	108.18
193384	PEPPER-LOS ANGELES, J W	PO-330138	48.61
		PO-331921	196.52
193385	METROPOLITAN EMPLOYEES	PO-330327	21,054.10
		PO-330340	3,651,441.88
193386	CORVEL CORPORATION	PO-330400	36,011.09
193387	AMERICAN LOGISTICS COMPANY LLC	PO-331258	13,443.50
193388	DEPARTMENT OF JUSTICE	PO-330691	3,308.00
193389	XEROX CORPORATION	PO-331881	25,395.30
		PO-331884	106,715.02
		PO-331964	51,455.52
193390	OPPORTUNITY FOR LEARNING	PV-142484	10,009.42
193391	BENS ASPHALT	PO-330595	7,025.00
193392	BERGMAN DACEY GOLDSMITH	PO-332491	2,126.25
193393	CITY OF SAN CLEMENTE	PO-330227	9,745.51
193394	CITY OF SAN JUAN CAPISTRANO	PO-330226	2,255.06
193395	CITY OF SAN JUAN CAPISTRANO	PO-333359	28,832.72
193396	ORANGE CTY TANK TESTING	PO-331821	2,295.00
193397	SAN DIEGO GAS & ELECTRIC	PO-330248	74,232.98
193398	SANTA MARGARITA WATER	PO-330247	673.05
193399	SO CAL GAS CO	PO-330249	523.61
193400	SO COAST WATER DIST	PO-330224	1,631.11
193401	SOUTHERN CALIFORNIA EDISON	PO-330250	13,151.24
193402	JFK TRANSPORTATION CO INC	PV-142524	3,545.00
193403	OCEAN INSTITUTE	PO-333387	200.00
		PO-333388	200.00
193404	MOBILE MODULAR	PO-330403	610.00
193405	GOODWILL INDUSTRIES OF ORANGE	PO-330755	3,585.00
193406	ORANGE CTY DEPT EDUC	PO-331412	19,086.05
193407	PARADIGM HEALTH CARE SERVICES	PO-331416	9,623.07
193408	SOLIAANT HEALTH INC	PO-331113	5,628.00
		PO-331114	5,695.00
193409	DEPT OF GENERAL SERVICES	PO-333391	2,197.25
193410	SOUTH COAST ROP	PV-142522	40,355.76
193411	STROUD, KEITH R	PO-331423	301.00
193412	ANTIFAE, DONNA	PV-142523	49.62
193413	BYERS, VICKI	PV-142506	134.91
193414	COMPUTER USING EDUCATORS	PO-333376	995.00
193415	ERICKSON, DANA	PV-142505	48.72

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2013-14 =====\*  
Board of Trustees Meeting.....February 12, 2014

Warrant Number	Name of Payee	Reference Number	Amount
193416	KIPE, CECILY	PV-142507	647.16
193417	KROGMAN, DEBRAH	PV-142504	140.00
193418	CARA LUCIER CLIENT TRUST ACCT.	PO-332462	7,000.00
193419	ADAMS, KARA	PV-142509	65.41
193420	ALZAMORA, LUCERO	PV-142510	322.56
193421	ARKEE, SHEILA	PV-142511	268.80
193422	BALOGH, DAVID/MICHELLE	PV-142513	175.62
193423	BANH, JULIE/NAM	PV-142514	649.15
193424	BARNARD, ERIC & JENNIFER	PV-142515	215.26
193425	BONDE, CRAIG OR JOY	PV-142516	87.81
193426	BOUCLY, CHRISTOPHER & DAWNIEL	PV-142517	295.68
193427	BRENNAN, JILL	PV-142518	57.12
193428	CHIBANDA, OLIVER & LESHON	PV-142519	198.01
193429	CLARK, BRIAN OR YOLANDA	PV-142520	62.72
193430	COVINGTON, JEREMY & ALLISON	PV-142525	409.69
193431	DALEY, BRIAN & NICOLE	PV-142527	94.08
193432	DAVIS, HENRY & ELIZABETH	PV-142526	179.20
193433	DESHAZER, ALEX OR DARCY	PV-142528	164.64
193434	DRUCKREY, CRAIG & CHRISTY	PV-142529	464.57
193435	EASTMAN, STEPHEN & TARA	PV-142558	428.74
193436	GARCIA, ANTONIO & MICHELLE	PV-142530	72.80
193437	GARCIA, ROSALINA	PV-142512	322.56
193438	GARRINGER, RODNEY OR SARA	PV-142531	195.10
193439	GOMPF, JUDITH	PV-142532	88.71
193440	HAWORTH, MARK & JENNIFER	PV-142533	107.52
193441	HENRY, SAMANTHA	PV-142534	55.33
193442	HLAVATY, BLAKA	PV-142547	174.72
193443	HYLTON, CHRIS OR HERMINIA	PV-142535	164.64
193444	JOHNSON, EDWIN OR MELISS	PV-142536	363.78
193445	KLEIN, JIM & JASKOWIAK, JANNY	PV-142537	241.92
193446	LAGAS, JASON & DANIELLE	PV-142538	118.27
193447	LIEBERT, THOMAS &	PV-142539	50.18
193448	LOUIE, DARRYL OR CATHERINE	PV-142540	230.05
193449	MACIBORSKI, MIKE OR STEPHANIE	PV-142541	147.84
193450	MARTIN, GINA	PV-142542	464.13
193451	NGUYEN, TRISHA T.	PV-142543	220.86
193452	NOXON, LISA C	PV-142544	129.92
193453	O'CONNOR, BRENDAN & JACQUELINE	PV-142545	402.75
193454	PETERSEN, DAVID OR LORIE	PV-142546	217.62
193455	RANGEL, CYNTHIA	PV-142548	169.34
193456	REDING, CLARE & SHAD	PV-142549	576.58
193457	REYNOLDS, SUSAN	PV-142550	630.11
193458	RICHMOND, HEIDI	PV-142551	137.76
193459	ROLING, ROGER OR MIKAIL	PV-142552	260.29
193460	ROTH, JAY &/OR KERI	PV-142553	188.16

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2013-14 =====\*  
Board of Trustees Meeting.....February 12, 2014

Warrant Number	Name of Payee	Reference Number	Amount
193461	SUTHERLAND, GARY & RACHEL	PV-142554	117.60
193462	THOMAS, ED OR REBECCA	PV-142555	827.18
193463	YUEN, ALBERT & TONG, CHARLENE	PV-142556	185.48
193464	A Z BUS SALES INC	PO-330865	603.73
193465	A2Z SIGN CO.	PO-332913	101.70
193466	ACOUSTICAL MATERIAL SERVICES	PO-330204	1,595.13
193467	ADDEMAN, ARTURO J	PO-333221	6,776.00
193468	ALISO NIGUEL AUTO CARE	PO-332505	4,482.97
193469	ALISO VIEJO AUTO SERVICE	PO-332067	1,603.19
193470	APPLE COMPUTER INC	PO-332664	751.68
193471	BARRETT-ROBINSON INC	PO-331462	177.10
193472	BEACH CITIES GLASS	PO-330234	432.56
193473	BEE MAN	PO-331234	315.00
193474	BETTER BUSINESS RECORDS	PO-330236	96.77
193475	BIOMETRICS4ALL INC	PO-330767	52.50
193476	BOYCE INDUSTRIES	PO-330547	175.02
193477	BUSWEST	PO-333079	705.01
193478	BYTES OF LEARNING INC	PO-330700	799.00
		PO-330806	799.00
193479	JOHNSTONE SUPPLY	PO-330418	6,979.12
193480	W W GRAINGER INC	PO-332936	97.14
		PO-333184	113.32
193481	CA DEPT OF EDUCATION	PO-333304	880.00
193482	US BANK CORP PAYMENT SYSTEM	PV-142557	838.72
193483	CAPISTRANO UNIFIED SCHOOL DIST	PO-330320	71,748.93
481 Warrants			\$6,241,825.51

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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
A&R Wholesale Distributors, Inc.	Bid No. 1011-14 Grocery Products	5/9/2011
A&R Wholesale Distributors, Inc.	Bid No. 1011-13 Snack and Beverage Products	5/9/2011
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
Architectural Roofing Systems dba Pacific Roofing Systems	Bid No. 1011-10, Roofing Repairs and Maintenance	3/8/2011
Atkinson, Andelson, Loya, Rudd & Romo	RFQ No. 10-0809 General Legal Services	12/15/2009
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**

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
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
CR&R	Bid No. 1112-06 - Service to Collect, Recycle, and Dispose of Solid Waste District wide	8/8/2011
Contemporary Services Corporation	RFP No. 5-1213, Event Security Services	2/27/2013
Culver-Newlin	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Culver-Newlin	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
Dannis Woliver Kelley (DWK)	RFQ No. 10-0809 General Legal Services	12/15/2009
Dave Bang Associates, Inc.	Colton Joint USD Bid No. 09-01, Playground Equipment, Safety Surfacing, Outdoor Site Furnishings, DSA Shade Shelters	4/13/2010
David Taussig & Associates, Inc.	RFP No. 6-1011 Special Tax Consulting Services for Public Financing	4/11/2011
DecisionInsite	RFQ No. 6-1213, Demographic Consultant Services	3/27/2013
Dell Computer (Dell Marketing LP)	California Multiple Award Schedule Contract No. 3-94-70-0012, Purchase of Computer-Related Hardware, Software and Networking Equipment	7/21/2008
Dell Computer (Dell Marketing LP)	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27160 awarded to Dell Marketing L.P., California Participating addendum, Computer Equipment, peripherals, and related services.	6/27/2012
Desert Business Interiors	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Digital Networks Group, Inc.	California Multiple Award Schedule Contract No. 3-06-702070D, Purchase and Installation of Pole Mounted Systems for Video and Audio Switching, Control, and Projector Mounting	12/8/2008

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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
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
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
Harbottle Law Group	RFQ No. 10-0809 General Legal Services	12/15/2009
Hertz Furniture	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
HMC Architects	RFQ No. 4-1314, Architectural Services	12/11/2013
Hollandia Dairy	Bid No. 1011-08 Milk and Dairy Products	3/8/2011
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
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
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

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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
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
Prime Painting Contractors, Inc.	Bid No. 1314-08, Concordia School	7/10/2013
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
Safeco Insurance Co. of America, Liberty Mutual Insurance Company	Bid No. 1011-11, CVHS Theater	10/8/2012
School Space Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
School Specialty	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
School Specialty	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
Schools First Federal Credit Union	RFQ/P No. 1-0809 Third Party Administration Services (TPA) for Capistrano Unified School District's 403(b) Plan	2/9/2009
SectorPoint, Inc.	CMAS Contract No. 4-11-03-0492A GSA Schedule No. GS-07F-0509W Non Information Technology Goods, Civic Permits Software	8.20.12
SHI International Corp.	Wasco Union Elementary School District RFP Project No. 059-12M.1 Microsoft Products	11/14/2012
South Orange County Community College District (Saddleback)	RFP No. 1-1314, After School Enrichment Activities and Camps Program Provider	4/24/2013
Southwest School and Office Supply	Val Verde Unified School District, Bid No 12/13-001 - Just-N-Time Classroom and Office Supply System	10/23/2013



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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
Sparkletts	County of Orange Master Agreement No. MA-017-13011174, Bottled Water	7/24/2013
Stradling Yocca Carlson & Rauth	RFQ No. 10-0809 General Legal Services	12/15/2009
Stutz, Artiano, Shinoff and Holtz	RFQ No. 10-0809 General Legal Services	12/15/2009
Sysco Food Services of L.A.	Bid No. 1011-14 Grocery Products	5/9/2011
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 1/22/14

2013-14

112650 A & R WHOLESALE DISTRIBUTORS	912,386.85
145322 AMS.NET INC	458,620.65
112173 ASCIP	1,836,962.00
049767 BENS ASPHALT	611,564.38
118161 CAPISTRANO CONNECTIONS ACADEMY	5,905,137.76
130027 CAPISTRANO UNIFIED	1,795,949.26
120141 CAPISTRANO UNIFIED SCHOOL DIST	1,741,833.27
015900 CAPO-LAGUNA BEACH ROP	1,386,764.41
043026 CIGNA	317,726.77
146265 COMMUNITY ROOTS	1,080,017.22
122828 CORVEL ENTERPRISE COMP INC	1,445,167.07
130047 HOLLANDIA DAIRY INC.	258,643.79
144880 IPC USA	375,546.82
105873 JOURNEY CHARTER SCHOOL	932,894.00
120832 METROPOLITAN EMPLOYEES	25,938,146.42
143679 NETWORK HARDWARE RESALE	257,826.00
100369 OCEANVIEW SCHOOL	278,676.00
113144 OPPORTUNITY FOR LEARNING	1,069,542.54
066570 ORANGE COUNTY DEPT OF EDUC	2,674,552.99
146264 OXFORD ACADEMY	2,183,395.48
078255 SAN DIEGO GAS & ELECTRIC	3,511,309.24
081031 SCOTT FORESMAN	484,952.86
122718 SOUTHERN CALIFORNIA EDISON	991,290.88
102879 US BANK	1,606,096.65
147868 US BANK	2,493,866.56
036075 W W GRAINGER INC	402,755.84
099210 XEROX CORPORATION	1,305,422.60

**DONATION OF FUNDS  
FEBRUARY 12, 2014**

<b>DONATED BY</b>	<b>AMOUNT</b>	<b>PURPOSE</b>	<b>SCHOOL</b>
Adult Transition Program	\$2,498.65	Instructional Materials and Supplies	Adult Transition Program
Aliso Niguel High School PTSA	\$1,487.03	Cameras and Colorimeters	Aliso Niguel High School
Tustin Lexus	\$350.00	Instructional Materials and Supplies	Aliso Niguel High School
City of Aliso Viejo	\$1,000.00	Certificated Teacher Salaries	Aliso Viejo Middle School
Amazon Services	\$144.98	Technology	Aliso Viejo Middle School
Xinetix, Inc.	\$500.00	Robotics Class	Aliso Viejo Middle School
Arroyo Vista K-8 School Science Boosters	\$17,155.00	5th Grade Science Camp Registration	Arroyo Vista K-8 School
Mr. and Mrs. Clark Jones	\$500.00	Instructional Materials and Supplies	Arroyo Vista K-8 School
Arroyo Vista K-8 School PTA	\$1,840.10	PE Equipment and Social Studies Instructional Materials	Arroyo Vista K-8 School
Bathgate Elementary School Foundation	\$20,000.00	Technology	Bathgate Elementary School
Kroger	\$146.68	Instructional Materials and Supplies	Bathgate Elementary School
United Way Silicon Valley	\$40.00	Instructional Materials and Supplies	Bathgate Elementary School
United Way Silicon Valley	\$100.00	Instructional Materials and Supplies	Bathgate Elementary School
Bergeson Elementary School PTA	\$2,045.00	Meet the Masters - 2nd Installment	Bergeson Elementary School
Bergeson Elementary School Foundation	\$338.04	Science Camp	Bergeson Elementary School
Ms. Susie Stevens		Cello Carrying Case	Bergeson Elementary School
Edison Gifts	\$75.00	Instructional Materials and Supplies	Bernice Ayers Middle School
The Nina Harris Pebley Charitable Lead	\$1,000.00	Music Student, Jay Baggs	Bernice Ayers Middle School
Edison Gifts	\$150.00	Instructional Materials and Supplies	Bernice Ayers Middle School
Vending Plus	\$14.89	Instructional Materials and Supplies	Bernice Ayers Middle School
Canyon Vista Elementary School PTA	\$6,750.00	Student Supervisors	Canyon Vista Elementary School
Southern California Edison	\$5,000.00	Anti Bullying Program	Canyon Vista Elementary School
Capistrano Valley High School PTSA	\$2,000.00	STAP Stipends	Capistrano Unified School District
Tustin Lexus	\$50.00	Instructional Materials and Supplies	Capistrano Valley High School
Pinnacle Travel Services	\$1,500.00	Math Club	Capistrano Valley High School
Edison Gifts	\$143.75	Instructional Materials and Supplies	Castille Elementary School
Pumpkin City, Inc.	\$200.00	Instructional Materials and Supplies	Castille Elementary School
Edison Gifts	\$143.75	Instructional Materials and Supplies	Castille Elementary School
Chaparral Elementary School PTA	\$37,078.06	Instructional Materials and Supplies	Chaparral Elementary School
Edison Gifts	\$100.00	Instructional Materials and Supplies	Chaparral Elementary School
Ladera Ranch Education Foundation	\$10,000.00	Instructional Materials and Supplies	Chaparral Elementary School
San Clemente Junior Woman's League	\$680.00	Non-Instructional Materials and Supplies	Clarence Lobo Elementary School
San Clemente Junior Woman's League	\$680.00	Instructional Materials and Supplies	Concordia Elementary School
PG&E Corp	\$302.40	Instructional Materials and Supplies	Concordia Elementary School
Concordia Elementary School PTA	\$990.00	Field Trip Transportation	Concordia Elementary School
Dana Hills High School PTSA	\$489.02	LCD Projector	Dana Hills High School
Dana Hills High School PTSA	\$508.49	Social Science Department Materials and Supplies	Dana Hills High School
Freedom Communications, Inc.	\$260.00	Instructional Materials and Supplies	Del Obispo Elementary School
Ralphs - Kroger	\$190.35	Instructional Materials and Supplies	Del Obispo Elementary School
Verizon	\$750.00	Non-Instructional Materials and Supplies	Don Juan Avila Elementary School

EXHIBIT 12

**DONATION OF FUNDS  
FEBRUARY 12, 2014**

<b>DONATED BY</b>	<b>AMOUNT</b>	<b>PURPOSE</b>	<b>SCHOOL</b>
George White Elementary School Booster Club	\$28,000.00	SMART BOARDS	George White Elementary School
George White Elementary School PTA	\$520.00	Non-Instructional Materials and Supplies	George White Elementary School
Simonson Photography	\$500.00	Instructional Materials and Supplies	George White Elementary School
George White Elementary School PTA	\$200.00	Emergency Storage Cart	George White Elementary School
George White Elementary School PTA	\$1,360.00	4th Grade Walk Thru California	George White Elementary School
George White Elementary School PTA	\$1,360.00	4th and 5th Grade Walk Thru American Revolution	George White Elementary School
George White Elementary School PTA	\$741.00	Instructional Materials and Supplies	George White Elementary School
George White Elementary School PTA	\$3,697.01	Technology	George White Elementary School
Mr. Karbod Kamgar	\$125.00	Early Childhood Program	Hidden Hills Learning Link
Mrs. Yuji Takana	\$125.00	Early Childhood Program	Hidden Hills Learning Link
Mr. and Mrs. John Robertson	\$125.00	Early Childhood Program	Hidden Hills Learning Link
Tustin Lexus	\$2,800.00	Save the Music	Ladera Ranch Elementary School
Mr. and Mrs. Christian and Linda Rank	\$200.00	Save the Music	Ladera Ranch Elementary School
Ladera Ranch Education Foundation	\$10,000.00	Save the Music	Ladera Ranch Elementary School
CR&R	\$1,709.60	Technology	Ladera Ranch Middle School
Lifetouch	\$1,300.00	Technology	Ladera Ranch Middle School
Ladera Ranch Education Foundation	\$20,000.00	Technology	Ladera Ranch Middle School
Vending Plus	\$16.16	Instructional Materials and Supplies	Laguna Niguel Elementary School
Scout It, Inc.	\$10.78	Instructional Materials and Supplies	Laguna Niguel Elementary School
Las Flores Middle School PTA	\$4,906.00	Instructional Materials and Supplies	Las Flores Middle School
Las Flores Middle School PTA	\$1,224.72	Two-Way Radios for Safety Purposes	Las Flores Middle School
The Leonard Foundation	\$235,000.00	Instructional Materials and Supplies	Las Palmas Elementary School
The Nina Harris Pebley Charitable Lead	\$1,000.00	Instructional Materials and Supplies	Las Palmas Elementary School
San Clemente Junior Woman's League	\$680.00	Instructional Materials and Supplies	Las Palmas Elementary School
Mr. and Mrs. Kris Phillips	\$125.00	Early Childhood Program	Las Palmas Learning Link
Mr. Lucille Holloway	\$100.00	Early Childhood Program	Las Palmas Learning Link
Mr. and Mrs. Peter Culp	\$125.00	Early Childhood Program	Las Palmas Learning Link
Mrs. Kristen Whisner	\$125.00	Early Childhood Program	Las Palmas Learning Link
San Clemente Junior Woman's League	\$680.00	Instructional Materials and Supplies	Marblehead Elementary School
Marblehead Elementary School PTA	\$1,881.00	Art Masters - 2nd Installment	Marblehead Elementary School
Marblehead Elementary School PTA	\$1,440.00	Trabuco Field Study Field Trip	Marblehead Elementary School
Herrmann Family	\$250.00	3rd Grade Technology	Marblehead Elementary School
Mr. John Holland		Parabody GS6 Exercise System with Leg Press	Marco Forster Middle School
Mr. Kevin Gerow		Microsoft Frontpage Software	Marco Forster Middle School
Tustin Lexus	\$50.00	Instructional Materials and Supplies	Moulton Elementary School
Moulton Elementary School PTA	\$550.00	Field Trip Transportation	Moulton Elementary School
Moulton Elementary School PTA	\$330.00	Field Trip Transportation	Moulton Elementary School
Pumpkin City, Inc.	\$200.00	Technology	Newhart Middle School
City of Laguna Niguel	\$6,500.00	After School Music Program and Radio Equipment	Niguel Hills Middle School
Mr. and Mrs. Peebles	\$100.00	Instructional Materials and Supplies	Niguel Hills Middle School

**DONATION OF FUNDS  
FEBRUARY 12, 2014**

<b>DONATED BY</b>	<b>AMOUNT</b>	<b>PURPOSE</b>	<b>SCHOOL</b>
Ladera Ranch Education Foundation	\$13,125.00	5th Grade Outdoor Science School	Oso Grande Elementary School
Ladera Ranch Education Foundation	\$10,134.00	OCDE Training and Instructional Materials and Supplies	Oso Grande Elementary School
Ladera Ranch Education Foundation	\$30,000.00	K-3 Music Instruction	Oso Grande Elementary School
Ladera Ranch Education Foundation	\$26,250.00	5th Grade Outdoor Science School	Oso Grande Elementary School
Oso Grande Elementary School PTA	\$5,710.00	K-3 Music Instruction	Oso Grande Elementary School
Kroger	\$76.06	Instructional Materials and Supplies	Palisades Elementary School
Kroger	\$30.36	Instructional Materials and Supplies	Palisades Elementary School
Philip Reilly Elementary School	\$22.10	Instructional Materials and Supplies	Philip Reilly Elementary School
Kroger	\$93.02	Instructional Materials and Supplies	Philip Reilly Elementary School
Philip Reilly Elementary School PTA	\$1,040.00	2nd Grade Heritage Museum Field Trip	Philip Reilly Elementary School
RH Dana Elementary Booster Club	\$2,000.00	5th Grade Field Trip to Catalina	RH Dana Elementary School
San Clemente High School PTSA	\$6,000.00	Instructional Materials and Supplies	San Clemente High School
Wells Fargo Community Support Campaign	\$500.00	Instructional Materials and Supplies	Serra High School
Wells Fargo Foundation	\$3,400.00	Teen Parent Program	Serra High School
City of San Clemente	\$2,310.00	ACTIVATE - After School Program	Shorecliffs Middle School
Tesoro High School PTSA	\$2,932.92	Instructional Materials and Supplies	Tesoro High School
Ralphs - Kroger	\$122.02	Additional Hours for Student Supervisor	Tijeras Creek Elementary School
United Way Silicon Valley	\$46.16	Additional Hours for Student Supervisor	Tijeras Creek Elementary School
Tijeras Creek Elementary School PTA	\$1,045.00	4th Grade Walk Thru California	Tijeras Creek Elementary School
United Way Silicon Valley	\$46.15	Additional Hours for Student Supervisor	Tijeras Creek Elementary School
San Clemente Junior Woman's League	\$680.00	Instructional Materials and Supplies	Truman Benedict Elementary School
Truman Benedict Elementary School PTA	\$4,583.00	OCDE Traveling Scientist Assemblies	Truman Benedict Elementary School
Truman Benedict Elementary School PTA	\$1,778.00	Field Trip Transportation	Truman Benedict Elementary School
Truman Benedict Elementary School PTA	\$2,115.00	Field Trip Transportation	Truman Benedict Elementary School
Scholarship America	\$700.00	Non-Instructional Materials and Supplies	Viejo Elementary School
CR&R	\$950.50	Instructional Materials and Supplies	Viejo Elementary School
Mrs. Mai Rihani-Meserlian	\$125.00	Early Childhood Program	Viejo Learning Link
AbbVie, Inc. - Employee Giving Campaign	\$100.00	Instructional Materials and Supplies	Vista del Mar Elementary School
Various Vista del Mar Elementary School Parents	\$1,000.00	Instructional Materials and Supplies	Vista del Mar Elementary School
Vista del Mar PTA	\$640.92	Technology	Vista del Mar Middle School
San Clemente Junior Woman's League	\$680.00	Classified Instructional Aide	Vista del Mar Middle School
Vista del Mar Mako Foundation	\$2,712.96	Instructional Materials and Supplies	Vista del Mar Middle School
Tustin Lexus	\$50.00	Instructional Materials and Supplies	Wood Canyon Elementary School
Total	\$566,255.63		



FEBRUARY 12, 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 *	1314154	3	Special Ed	THG West	Residential Mental Health Services	2/13/2014-6/30/14	\$ 150,000.00
MCA *	1314155	3	Special Ed	Junior Blind of America	Basic Education Program/Special Education Instruction	2/13/2014-6/30/14	\$ 20,000.00
MCA *	1314157	3	Special Ed	Beacon Day School	Basic Education Program/Special Education Instruction	2/13/2014-6/30/14	\$ 35,000.00
MCA *	1314148	3	Special Ed	Phiha Speech and Learning Center	Speech and Language Services	2/13/2014-6/30/14	\$ 5,000.00
TOTAL						\$	210,000.00

NEW AGREEMENT RATIFICATIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
PSA	1314156	3	Special Ed	Beth Ann Moore	Provide Consulting and Assessments for the Visually Impaired Students	1/21/2014-1/20/2015	\$ 10,000.00
PSA	1314158	3	Special Ed	Abby Rozenberg	Language and Speech Assessment Services	1/07/2014-1/06/2015	\$ 6,000.00
TOTAL						\$	16,000.00

AMENDMENT

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION	FINANCIAL IMPACT
PSA	1213025	3	Special Ed	Providence Speech and Hearing Center	Provide Auditory Processing Development Evaluations	Increase Contract Amount from \$4,000 to \$14,000	\$ 10,000.00
TOTAL						\$	10,000.00

FEBRUARY 12, 2014, BOARD MEETING  
DISTRICT STANDARDIZED  
INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

AMENDMENT RATIFICATIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION	FINANCIAL IMPACT
ICA	1314097	5	M&O	Municipal Underground Services, Incorporated	Sewer Line Cleaning Districtwide	Increase Contract Amount from \$15,000 to \$35,000	\$ 20,000.00
ICA	1213196	5	General	TargetSuccess, Incorporated	Train and Re-Certify Administrators and District Personnel in TargetSuccess Teacher Interview Certification	Increase Contract Amount from \$18,810 to \$20,710	\$ 1,900.00
ICA	1314127	3	Title II	Catapult Learning West, LLC	Professional Development Services for K-12 Educators at Serra Catholic School	Special Conditions	N/A

TOTAL \$ 21,900.00

EXTENSIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
ICA	1213179	5	General	Contemporary Services Corporation	Provide Event Security Services	2/28/2014-2/27/2015	\$ 90,000.00

TOTAL \$ 90,000.00

EXTENSION AND AMENDMENT RATIFICATION

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION	FINANCIAL IMPACT
ICA	1213167	3	Gift	Seegerstrom Center for the Arts	Provide Arts Assemblies for CUSD Students	Contract Term: 1/08/2014-1/07/2015 and New Revised Fee Schedule	\$ 10,000.00

TOTAL \$ 10,000.00



FEBRUARY 12, 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 February 13, 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").

### THG WEST

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 February 13, 2014 through June 30, 2014.

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

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

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

**"DISTRICT"**

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

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date:

**"CONTRACTOR"**

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

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

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

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

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

# EXHIBIT A: RATES

CONTRACTOR	THG West	CONTRACTOR NUMBER	19-64444-7102908	2013-2014
(NONPUBLIC SCHOOL OR AGENCY)		(CONTRACT YEAR)		
Per CDE Certification, total enrollment may not exceed		32 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>	\$148.90	Per Day
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	\$25.00	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		
	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 Instructional Assistant	\$22.00	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		
	a. Behavior Intervention		
	b. Behavior Intervention-Supervision		
	Provided by: _____		
(9)	Nursing Services		
(10)	Residential Room and Board	\$8,529.00	Per Month
(11)	Additional Residential Assistant	\$22.00	Per Hour

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

\*\*By credentialed Special Education Teacher.



## MASTER CONTRACT AGREEMENT \*

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of February 13, 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").

### JUNIOR BLIND OF AMERICA

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 February 13, 2014 through June 30, 2014.

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

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

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

**"DISTRICT"**

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

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date:

**"CONTRACTOR"**

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

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

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

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

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

# EXHIBIT A: RATES

<b>CONTRACTOR</b>	<b>Junior Blind of America</b>	<b>CONTRACTOR</b>	<b>19-64733-6979603</b>	<b>2013-2014</b>
<b>(NONPUBLIC SCHOOL OR AGENCY)</b>		<b>NUMBER</b>		<b>(CONTRACT YEAR)</b>
<b>Per CDE Certification, total enrollment may not exceed</b>	<b>4 Classrooms</b>	<b>If blank, the number shall be as determine by CDE Certification.</b>		

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

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

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

<u>Rate</u>	<u>Period</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. In-Service Training	\$100.00	Per Hour
	b. Transportation – One Way	_____	_____
	c. Transportation – Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Orientation & Mobility	\$100.00	Per Hour
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Teacher for the Visually Impaired	\$100.00	Per Hour
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Assistive Technology Specialist	\$100.00	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 Instructional Assistant	_____	_____
	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	_____	_____
	a. Behavior Intervention	_____	_____
	b. Behavior Intervention-Supervision	_____	_____
	Provided by: _____	_____	_____
(9)	Nursing Services	_____	_____
(10)	Residential Room and Board	_____	_____
(11)	Additional Residential Assistant	_____	_____

\*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 February 13, 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 February 13, 2014 through June 30, 2014.

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

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

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

**"DISTRICT"**

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

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date:

**"CONTRACTOR"**

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

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

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

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

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

# EXHIBIT A: RATES

<b>CONTRACTOR</b>	<b>Beacon Day School</b>	<b>CONTRACTOR</b>	<b>30-66456-6130520</b>	<b>2013-2014</b>
<b>(NONPUBLIC SCHOOL OR AGENCY)</b>		<b>NUMBER</b>	<b>(CONTRACT YEAR)</b>	
<b>Per CDE Certification, total enrollment may not exceed</b>		<b>6 Classrooms</b>	<b>If blank, the number shall be as determined by CDE Certification.</b>	

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

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

## A. Basic Education Program/Special Education Instruction

### Basic Education Program/Dual Enrollment

Rate	Period
\$196.14	Per Day

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	\$100.00	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)		
b. Additional Instructional Assistant – Group of 2		
c. Additional Instructional Assistant – Group of 3		
(6) Intensive Special Education Instruction**		
(7) a. Occupational Therapy – Individual	\$100.00	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	\$100.00	Per Hour
a. Behavior Intervention		
(9) Nursing Services		
(10) Residential Board and Care		
(11) 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 February 13, 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").

### PLIHA SPEECH AND 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 February 13, 2014 through June 30, 2014.

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

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

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

**"DISTRICT"**

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

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date:

**"CONTRACTOR"**

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

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

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

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

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

# EXHIBIT A: RATES

CONTRACTOR	Pliha Speech and Learning Center	CONTRACTOR NUMBER	1A-30-169	2013-2014
(NONPUBLIC SCHOOL OR AGENCY)			(CONTRACT YEAR)	
Per CDE Certification, total enrollment may not exceed		5	If blank, the number shall be as determine by CDE Certification.	

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

Payment under this contract may not exceed \_\_\_\_\_

Total LEA enrollment may not exceed \_\_\_\_\_

## A. Basic Education Program/Special Education Instruction

Basic Education Program/Dual Enrollment

Rate	Period
_____	_____
_____	_____
_____	_____

Per diem rates for LEA students whose IEPs authorize less than a full instructional day 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	\$85.00	Per hour
	b. Language and Speech Therapy Assessment	\$125.00	Per hour
	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	_____	_____
	a. Behavior Intervention	_____	_____
	b. Behavior Intervention-Supervision	_____	_____
	Provided by: _____	_____	_____
(9)	Nursing Services	_____	_____
(10)	Residential Board and Care	_____	_____
(11)	Residential Mental Health Services	_____	_____

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



## PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of February 13, 2014 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").

### BETH ANN MOORE

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 January 21, 2014 through January 20, 2015 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

### DISTRICT

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

Name: Terry Fluent

Title: Director, Purchasing

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

### CONSULTANT

Signature: Beth Ann Moore

Name: Beth Ann Moore

Title: Teacher of the Visually Imp

Address: 23802 Blue Hill Bay

Dana Point, CA 92629

Email Address: bethm7774@gmail.com

FEIN/SSN 315-54-2976

**EXHIBIT A**  
**FEE SCHEDULE**

BETH ANN MOORE  
23802 Bluehill Bay  
Dana Point, CA 92629  
(949) 487-3987 Home  
(714) 745-0281 Cell

bethm7774@gmail.com

Visually Impaired Consulting and Assessments \$80.00 per hour.

Signature Beth Ann Moore Date 1-21-14

Typed or Printed Name Beth Ann Moore



## PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of February 13, 2014 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").

### ABBY ROZENBERG

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 January 7, 2014 through January 6, 2015 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

#### **DISTRICT**

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

Name: Terry Fluent

Title: Director, Purchasing

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

#### **CONSULTANT**

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

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

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

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

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

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

EXHIBIT A

FEE SCHEDULE

Abby Rozenberg  
2900 Bristol Street, Suite B103  
Costa Mesa, CA 92626  
(714)540-0730  
(714)540-0742 FAX  
[arozenbergslp@sbcglobal.net](mailto:arozenbergslp@sbcglobal.net)

Speech and Language Evaluations (will range depending on length of assessment)  
\$1,000.00 - \$1,400.00

IEP attendance, expert testimony, consultation, school observation \$135.00 per hour

By: \_\_\_\_\_ 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	\$1,750.00 **
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/FSP Out of Center Meeting	\$135 / 1hr
50, 53, 57	(**IEP change 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/FSP 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: \_\_\_\_\_

## SPECIAL CONDITIONS

### Scope of Practice and Release of Assessment Documentation

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

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

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



**AMENDMENT 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 \_\_\_\_\_

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

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

\_\_\_\_\_  
Title

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

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



## PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of 6/12/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

### 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: \_\_\_\_\_

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 6/12/12

#### CONSULTANT

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

Name: Paul Lopez

Title: CW/CEO

Address: 1301 Providence Ave

Orange, CA 92664

Email Address: ELLOPEZ@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	\$95/ 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

**EXTENSION NO. 1 OF AGREEMENT NO. PSA 1213025**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**PROVIDENCE SPEECH AND HEARING CENTER**

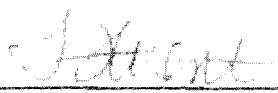
Professional Services Agreement No. PSA 1213025 called for an original contract period of July 1, 2012 through June 30, 2013.

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

Paul Lopez  
Print Name

Director, Purchasing

OW/CEU  
Title

Date: 8/1/13

Date: July 8, 2013



**AMENDMENT TO  
INDEPENDENT CONSULTANT AGREEMENT NO. ICA 1314097**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**MUNICIPAL UNDERGROUND SERVICES, INCORPORATED**

Independent Consultant Agreement No. 1314097 called for services to be rendered at the rates shown in the agreement.

The “not to exceed” amount on Independent Consultant Agreement No. 1314097 shall be amended to \$35,000 annually for additional services as requested by the District.

Except as set forth in this Amendment to Agreement, and Board approved on October 9, 2013, all other terms of the contract remain in full force and effect.

**DISTRICT**

**CONTRACTOR**

**Capistrano Unified School District**

**Municipal Underground Services,  
Incorporated**

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

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

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

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

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

\_\_\_\_\_   
Title

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

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



## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of October 10, 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").

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$15,000.00 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 September 11, 2013 to September 10, 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: 10-4-2013

**CONTRACTOR**

Signature: David Boutelle

Name: David Boutelle

Title: President

Address: 28511 Breckenridge Dr

Laguna Niguel CA 92677

Email Address: musi@cox.net

FEIN/SSN 33-0980555





**FEE SCHEDULE**  
**PERIOD JULY 1, 2013 - JUNE 30, 2014**

COMPANY NAME: Municipal Underground Services, Inc.  
REP NAME: Dave Boutelle  
E-MAIL ADDRESS: musia@cox.net

**SCOPE OF WORK/IDENTIFY SERVICES TO BE PROVIDED:**

Sewer line cleaning District wide as  
directed by staff.

**HOURLY RATE:**

Description or Classification	Dollar (\$) Amount
<u>Sewer line cleaning</u>	<u>225.00 per hour</u>
	<u>3 Hour minimum.</u>

**PARTS PERCENTAGE MARK-UP:**

\_\_\_\_\_  
\_\_\_\_\_

**ANY ADDITIONAL CHARGES:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT  
NO. ICA 1213196**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**TARGET SUCCESS, INCORPORATED**

The Agreement between Capistrano Unified School District and Target Success was for the period of May 9, 2013, through May 8, 2014.

The total cost of services requested by the District and provided by the Consultant under this Agreement shall be amended not to exceed \$20,710 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 May 8, 2013, all other terms and conditions of the contract remain in full force and effect.

**Capistrano Unified School District**

**Target Success, Incorporated**

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

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

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

\_\_\_\_\_

Print Name

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

\_\_\_\_\_

Title

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

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



## INDEPENDENT CONTRACTOR AGREEMENT

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

### TARGETSUCCESS, INC.

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

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

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

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

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

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

### DISTRICT

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

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 5/8/13

### CONTRACTOR

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

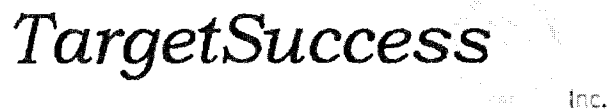
Name: \_\_\_\_\_

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

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

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

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



April 17, 2013

Proposal for services for the Capistrano Unified School District.

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

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

Pete Pillsbury

President, TargetSuccess, Inc.



**AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT  
NO. ICA 1314127**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**CATAPULT LEARNING WEST, LLC.**

Independent Contractor Agreement ICA 1314127 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 1314127 shall be amended by special conditions as shown in Exhibit A.

Except as set forth in this Amendment, and Board approved on December 12, 2013, all other terms of the contract remain in full force and effect.

**DISTRICT**

**CONSULTANT**

**Capistrano Unified School District**

**Catapult Learning West, LLC**

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

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

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

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

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

\_\_\_\_\_  
Title

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

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

SPECIAL CONDITIONS

ICA 1314127

CATAPULT LEARNING WEST, LLC.

**Delete Article 2. Invoicing in its entirety and replace with:**

For hourly services, Contractor shall submit invoices to District on a monthly basis. For services performed pursuant to an agreed fixed fee, Contractor shall submit invoices to District upon the completion of the services or as otherwise identified in the agreed fixed fee. Contractor shall submit an invoice to District after completion of each coaching day. District shall remit payment to contractor on submitted invoice net 45.

**Delete Article 5. Originality of Services in its entirety and replace with:**

Contractor will grant, if District desires, the District a non-exclusive license to use matters produced under the agreement that are not prohibited from being licensed.

**Delete Article 6. Copyright/Trademark/Patent in its entirety.**





## 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").

### CATAPULT LEARNING WEST, 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 \$12,650.00 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 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.

**DISTRICT**

**CONTRACTOR**

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

Signature \_\_\_\_\_

Name: Terry Fluent

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

Title: Director, Purchasing

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

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

Address \_\_\_\_\_

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

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

EXHIBIT A

FEE SCHEDULE

# Catapult Learning

*Proposal to Provide*

## Professional Development Services

*For:*

**Serra Catholic School  
Capistrano USD  
San Juan Capistrano, CA**



*Submitted by:*

**CATAPULT LEARNING, LLC  
2 Aquarium Drive, Suite 100  
Camden, NJ 08103**

*Contacts:*

**Diane Bennett  
Director of School Partnerships  
(949) 421-7072**

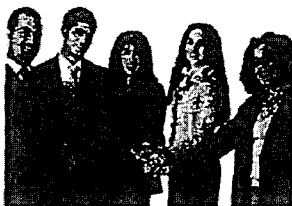
**October 9, 2013**

Parts of this document contain confidential and proprietary information that should not be duplicated or shared with individuals other than your employees.



## **PROFESSIONAL DEVELOPMENT SERVICES**

### **Coaching (11 Days)**



Catapult Learning's teacher coaches are highly experienced K-12 educators who possess expert knowledge of research-based instructional strategies. Catapult provides at the elbow, classroom-based support to help to change instructional practices and ensure that shifts in classroom practice are reflected in improved student achievement. We will partner with your instructional leadership team to design a customized coaching program to facilitate this effort.

Catapult Learning will conduct 11 coaching days focused on The Common Core State Standards and curriculum mapping. We will provide these services prior to June 30, 2014. During the coaching days, teachers will be introduced to the English Language Arts Standards and discuss how to incorporate those standards into instruction and assessment. Teachers will continue their use of Atlas-Rubicon software and the discuss how to use their maps to plan for instruction. Teachers will engage in hands-on activities exploring how to identify student learning objectives, create formative assessments, and reflect on student work.

The following provides a general picture of how this will be accomplished:

- **Identify/Clarify Expectations:** Before coaching begins, we meet with your leadership team to identify and/or clarify expectations relevant to coaching
- **Establish Desired Behaviors:** Based on initial discussions, Catapult Learning develops specific professional development goals for teachers involved in the coaching program.
- **Subsequent Visits:** How a coach spends each day on-site depends on the individual needs and progress of each teacher. On a typical day, a coach may be:
  - co-planning a lesson
  - co-teaching an activity
  - reviewing student products
  - modeling instruction
  - facilitating a group discussion
  - performing a targeted classroom observation and providing feedback

Coaches are expected to communicate with principals and teachers regarding scheduling needs for each visit.

### **Cumulative Records**

In addition to any paperwork that might be required by the district, coaches:

- Maintain cumulative logs of their work with individual teachers
- Summarize all discussions and actions taken (logs also contain place for recording individual teacher results)

### **Reporting**

- Monthly progress updates are prepared and submitted to administrators.
- In addition to the reports that are prepared for client review, Catapult Learning conducts its own internal assessment of coaching projects through observations of coaches, review of logs and other data, surveys, and focus groups.



**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT  
ICA1213179**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**CONTEMPORARY SERVICES CORPORATION**

The Independent Contractor Agreement ICA 1213179 with Capistrano Unified School District and Contemporary Services Corporation called for an original contract period of February 28, 2013 through February 27, 2014.

The contract with Capistrano Unified School District and Contemporary Services Corporation shall be extended an additional twelve (12) months, covering the period February 28, 2014, through February 27, 2015, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$90,000 annually.

Except as set forth in this Extension Agreement, and Board approved on February 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**

**Contemporary Services Corporation**

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

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

\_\_\_\_\_  
Title

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



## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of February 28, 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").

### Contemporary Services 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 event security 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 RFP No. 5-1213 which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A", page 39, section 6. Cost Proposal. The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$80,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing February 28, 2013 through February 27, 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**

**CONTRACTOR**

By:   
 Name: Terry Fluent  
 Title: Director, Purchasing  
 Board Approval Date: 2/27/2013

Signature:   
 Name: James H. Semko  
 Title: Vice President  
 Address: 17101 Superior St  
Northridge CA 91325  
 Email Address: jsemko@csc-ura.com  
 FEIN/SSN: 95-2832166

### GENERAL CONDITIONS

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

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

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



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

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

A. Initial Review and Evaluation of a Claim

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

B. Expedited Mediation

If the Initial Review and Evaluation Meeting does not resolve the claim, then within five (5) business days following the Initial Review and Evaluation Meeting the proponent of the claim shall send a list of four recognized mediators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select a mediator from the list and notify the proponent of the claim of the selection of a mediator; or (2) if none of the proposed mediators are acceptable, then that party shall send an alternative list of four recognized mediators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select a mediator; or (2) if none of the mediators listed are acceptable, then notify the other party of that fact. If the foregoing process does not result in the selection of a mediator, then the mediation requirement of this paragraph shall not be required and the parties will proceed to the process set forth in paragraph 22 C.

C. Expedited Arbitration

Within five (5) business days following an unsuccessful mediation or no mediation occurring, the proponent of the claim shall send a list of four recognized arbitrators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select an arbitrator from the list and notify the proponent of the claim of the selection of an arbitrator; or (2) if none of the proposed arbitrators are acceptable, then that party shall send an alternative list of four recognized arbitrators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select an arbitrator; or (2) if none of the arbitrators listed are acceptable, then notify the other party of that fact. The arbitrators shall be from either JAMS, ADR Services, or the American Arbitration Association. If the foregoing process does not result in the selection of an arbitrator, then the proponent of the claim shall notify one of the foregoing three alternative dispute resolution services and that service shall select an arbitrator. The arbitration shall take place and be concluded within forty five (45) days of the selection of an arbitrator and shall not take more than two (2) full day sessions with the time of the arbitration being divided equally between the parties. The arbitrator's decision must be based on admissible facts. "Admissible Facts" are defined as facts that would be admissible in court under the California Rules of Evidence. The arbitrator's decision must also be based upon applicable law. The arbitrator does not have the power or discretion to fashion any remedy on the contract that he or she sees fit. Rather, the arbitrator's decision must be based on admissible facts and applicable law and in accord with the terms, condition and provisions of the contract. The arbitrator shall issue a written Statement of Decision applying the admissible facts to applicable law under the contract in reaching his/her determination. The arbitrator's decision shall be final and binding and can be introduced into court for the purpose of obtaining a judgment thereon provided the arbitrator has complied with the provisions of this paragraph. Should the arbitrator fail to do so, then an objecting party has the right to have the claim determined in court. The parties agree that the dispute resolutions of this Paragraph 22 are mandatory and the

exclusive procedure to determine claims made regarding this Agreement that should a party fail to follow them that the claim is waived, released, and forever forfeited. Each party shall bear its own attorney's fees and costs.

### REQUIRED DOCUMENTS AND CERTIFICATIONS

**\*All checked items must be provided.**

<p align="center"><b>Certificates of Insurance</b></p> <p>✓ Commercial General Liability Insurance – Additional Insured Endorsement  Option 1: form CG 20 10 11 85  or  Option 2: Choose either Form CG 20 10 07 04 <u>or</u> Form CG 20 33 07 04  Either form <b><u>must be accompanied</u></b> by Form CG 20 37 07 04</p> <p>✓ Business Auto Liability Insurance</p> <p>✓ Workers' Compensation and Employers Liability Insurance</p> <p align="center">Refer to Article 10. INSURANCE REQUIREMENTS</p>
<p>✓ Certification by Contractor Criminal Records Check</p>
<p>✓ W-9</p>
<p>✓ Live Scan (District requires DOJ and FBI clearance)</p>
<p>✓ Conflict of Interest Form</p>

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## SPECIAL CONDITIONS

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The following serves as Special Conditions to Independent Contractor Agreement No. ICA 1213179 and RFP Scope of Services to be Provided.

**RFP - Scope of Services to be Provided, Page 10-11, Section A.35, Service Credit, delete section in its entirety and replace with:**

### **Service Credit**

Contractor guarantees that security guards assigned to District sites will report on time, fit for duty, in proper uniform, and properly instructed, oriented, and supervised. Contractor guarantees that service requirements will be identified and will receive proper response. Contractor will communicate regularly (at least once a month) with each facility site supervisor. If at any time, Contractor fails, in the view of both the District and Contractor, to provide any service as agreed, Contractor shall issue a "service credit" to the District. A "service credit" for each incident of failure shall be a minimum of one (1) complete security guard work shift or eight (8) times the hourly rate charged by the Contractor. Such credit shall be issued in the form of a credit memo to the facility site supervisor, which will be redeemed at the District's discretion. Service Credit is to be paid, in addition to, any deduction for hours not worked.

**RFP – Scope of Services to be Provided, Page 11-12, Section A.36, Default by Contractor, delete section in its entirety and replace with:**

### **Default by Contractor**

Contractor may be considered in default of the contract under any one or more of the following circumstances and District may demand, with Contractor's consent, a Service Credit for each violation of the Agreement as well as forming a basis for breach and damages.

- Use of a security guard or security guards who do not possess a valid guard registration card issued by the State of California.
- Failure of Contractor to provide service within the time frame agreed upon after notification to do so.
- Failure of Contractor to correct deficiencies in service or failure of Contractor to provide adequate administrative and supervisory functions in the view of a neutral arbiter agreed upon by both the District and Contractor.
- Failure of Contractor to provide an adequate number of personnel more than three times within thirty days at any District facility.
- Submission of inaccurate or falsified invoices, clock tapes, incident reports or time sheets by Contractor.
- Involvement in a fraudulent or illegal act against the District by an employee of the Contractor.
- Failure of Contractor to maintain the required insurance policies in full force and effect.
- Failure of Contractor to remove a particular employee from performing on the contract, at the District's request.
- Failure of Contractor to fulfill any other obligation contained in the contract award.
- Failure of Contractor to maintain licenses and permits as required by any governmental agency.
- Failure of District to terminate the contract for any of the reasons stated above, or to insist upon strict performance of any of the terms of the contract, shall not constitute a waiver of any part of the contract. The contract shall be and remain in full force and effect until District calls a formal default and demands remedy.

- Remedies in Case of Default:

Should the District determine a contractor to be in default of the contract on the grounds noted

above, the determination shall be final. In such event, the District may proceed, but is not limited to, with the following:

- Instruct Contractor to immediately correct the deficiency causing the default
- Demand, with Contractor's consent, a Service Credit
- Terminate the contract after Contractor has been given ten (10) days to cure the default.

**RFP – General, Page 13-14, Section B.7, Insurance, delete section in its entirety and replace with:**

#### **Insurance**

Vendor agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect vendor and District against liability or claims of liability, which may arise out of the agreement. In addition, vendor 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, vendor 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. Vendor agrees to name District and its officers, agents and employees as additional insureds, subject to and limited by the indemnification provisions of the final agreement between the parties, under said policy.

**RFP – General, Page 23, Certificate of Liability Insurance, delete and replace with:**

#### **Certificate of Liability Insurance**

Contractors are not permitted to provide services without a Certificate of Liability Insurance being on file with the Purchasing Department.

The insurance requirement is a two page document of the following:

The Capistrano Unified School District must be named as additional insured, subject to and limited by the indemnification provisions of the final agreement between the parties, and certificate holder on the Certificate of Liability Insurance form Accord 25 (Page 1, see attached)

The second page is a separate endorsement page (Page 2, see attached) is required and should include your policy number and name the Capistrano Unified School District as an additional insured.

Blanket endorsements are not acceptable.

Required Endorsement:

The Capistrano Unified School District is named as additional insured, subject to and limited by the indemnification provisions of the agreement between the Capistrano Unified School District and Contemporary Services Corporation. Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory.

**Independent Contractor Agreement - Page 35, General Conditions, Section 7, Termination, delete section in its entirety and replace with:**

#### **Termination**

District may terminate the Agreement for cause or upon Contractor's breach of any provision of the Agreement if

such breach is not cured within ten (10) days. Cause means (a) any act of dishonesty or a plea of no contest to a felony or any crime involving moral turpitude; (b) negligence in the performance of duties under the Agreement, and (c) constant refusal to perform reasonable and lawful duties assigned under the Agreement. Contractor may terminate the Agreement at any time upon fifteen (15) days' prior written notice to District. Contractor and District each agree to sign any documents reasonably necessary to complete Contractor's discharge or withdrawal. Upon termination of the Agreement for any reason, Contractor's fees will be prorated based on the work actually completed at the time of termination for work which is then in progress, to and including the effective date of such termination. Unless other terms are set forth in the Agreement, District will reimburse Contractor for previously approved expenses in compliance with the policies of the District.

**Independent Contractor Agreement - Page 35, General Conditions, Section 9, Hold Harmless, delete entire section and replace with:**

**Hold Harmless**

Contractor agrees to and shall defend, indemnify and hold harmless the District, its Governing Board, officers, agents, employees, and volunteers from all claims, including active and passive claims, losses, costs, reasonable 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 the sole negligence of Contractor or its subcontractors, whether authorized by this Agreement or not. The foregoing duty of Contractor to indemnify shall not apply to any liability, cost or expense arising out of the negligence or willful misconduct of the District, its Governing Board, officers, agents, employees, and volunteers, nor to the independent acts of third parties not affiliated with Contractor. 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.

**Independent Contractor Agreement - Page 35, General Conditions, Section 9, Insurance, delete entire section and replace with:**

**Insurance**

Pursuant to Section 9, Contractor agrees to carry commercial general liability insurance and automobile liability insurance with limits of One Million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability, which may arise out of the Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than the actual start date, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents and employees as additional insured's, subject to and limited by the indemnification provisions of the final agreement between the parties, by separate endorsement under said policy.

**ADDITIONAL TERMS**

**1. STAFF LEVELS**

Staffing levels and specific posts will be determined by the District following consultation with CSC. The District shall have the final decision as to the number of CSC's personnel to be used and the deployment (i.e., placement at the job site). the District agrees that for all requests for CSC personnel: (i) at least one Supervisor shall be ordered and such Supervisor shall act as the Event Coordinator where the personnel request is for less than ten (10) personnel; (ii) for any event where ten (10) or more personnel are requested, an Event Coordinator shall be ordered;

and, (iii) for every ten (10) CSC personnel requested, a minimum of one (1) Supervisor shall be ordered. The Event Coordinator and Supervisors shall not be assigned or included in the fixed postposition order.

## **2. EVENT REPORTING TIMES**

CSC requires time prior to an Event for the briefing and distribution of employees at the job site. The following reporting time requirements shall be used:

- a. Where the number of employees ordered is ten (10) or less, the reporting time shall be fifteen minutes prior to the facility opening.
- b. Where the number of employees ordered is more than ten (10) but less than fifty-one (51), the reporting time shall be thirty (30) minutes prior to the facility opening.
- c. Where the number of employees ordered is fifty-one (51) but less than one hundred (100), the reporting time shall be forty-five (45) minutes prior to the facility opening.
- d. Where the number of employees ordered is one hundred one (101) but less than two hundred (200) then the reporting time shall be one (1) hour.
- e. Where the number of employees ordered is two hundred one (201) or more, the reporting time shall be one and one-half (1-1/2) hours.

## **3. PAYMENTS AND TERMS**

**Invoicing:** Contractor shall submit invoices to the District on a monthly basis. Each school site will provide Contractor with a purchase order number and contact Contractor directly to schedule services. Invoices must show the hours worked and the hourly rates. Invoices must be submitted separately for each school site services were performed and must reference the purchase order number assigned. Invoices are to be sent to:

Capistrano Unified School District  
Attn: Accounts Payable  
33122 Valle Road  
San Juan Capistrano, CA 92675

**Payments:** All payments made by the District to CSC to be remitted as follows:

If by mail to: Contemporary Services Corporation  
PO Box 511282  
Los Angeles, CA 90051-7838

If Via overnight/Fed Ex to: US Bank c/o lockbox 511282  
Attn: Wholesale Lockbox  
16420 Valley View Ave  
La Mirada, CA 90638

#### 4. COMPENSATION

A. If State, Federal, local city or county Minimum Wage Standards, applicable Living Wages, governmentally mandated health benefits payments or related levies or taxes or the like are increased or levied, as the case may be, against CSC during this Agreement, the rates paid to CSC by the District shall be adjusted by any such increase, levy, payments or taxes, times 1.4 to reflect the increase in minimum wages and/or related benefits payments, levies or taxes. There must be a 30 day notice of increase in writing, substantiated by documentation.

B. If DISTRICT requests a specific CSC employee or specifies certain acceptable employees who may work an Event or position, the District shall pay the base rate by classification for such employee (e.g., a Supervisor being positioned at a non-Supervisor spot).

C. The District shall pay one and one-half (1-1/2) times the rates for all services provided on the following holidays (except as noted, holidays shall be celebrated on the day observed by the Federal Government):

New Year's Day (January 1)	Labor Day
Martin Luther King's Birthday	Thanksgiving Day
Easter Sunday	Christmas Eve
Memorial Day	Christmas Day (December 25)
Independence Day (July 4)	New Year's Eve

#### 5. EMPLOYMENT OFFERINGS

The District understands the time and expense CSC incurs to recruit and train employees and the District, therefore, agrees not to solicit, offer to hire, or hire, CSC's employees (defined as anyone employed by CSC during this Agreement or within one (1) year prior to such solicitation, offering or hiring, whichever is longer) to provide the same services provided by CSC hereunder either during the term of this Agreement or for a period of one (1) year thereafter, without first obtaining the written consent of CSC. The parties agree that it would be difficult and impractical to calculate the damage sustained by CSC and its operations as a result of violation of this paragraph. Therefore, should the District violate this paragraph and not correct such violation within fifteen (15) business days of receiving written notice from CSC, the District agrees to pay a hiring and placement fee to CSC of twenty percent (20%) of the employee's expected first year's gross earnings from the District or five thousand dollars (\$5,000.00), whichever is greater, in recognition of the time and expense incurred by CSC to recruit, hire and train its employees, and the reasonable costs and attorney's fees to collect those liquidated damages regardless of whether or not suit is filed.

#### 6. RADIOS

The fee for radios will be waived.



**PROGRAM PRICING**

PROFESSIONAL DEVELOPMENT SERVICES

11 days of coaching

\$1,150 per day

---

**Services Total**

**\$12,650**



**EXTENSION NO. 1 AND AMENDMENT TO  
INDEPENDENT CONTRACTOR AGREEMENT NO. 1213167**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**SEGERSTROM CENTER FOR THE ARTS**

Independent Contractor Agreement No. ICA 1213167 with Capistrano Unified School District and Segerstrom Center for the Arts called for an original 12-month contract covering the period of January 8, 2013, through January 7, 2014.

The contract with Segerstrom Center for the Arts shall be extended an additional twelve (12) months for the period January 8, 2014, through January 7, 2015 at the rates shown in the attached Exhibit A.

The total cost of services requested by District and provided by Consultant under this extension shall not exceed \$10,000. This amount may be increased by mutual agreement of both parties by written amendment.

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.

**DISTRICT**

**CONSULTANT**

**Capistrano Unified School District**

**Segerstrom Center for the Arts**

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

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

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

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

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

\_\_\_\_\_  
Title

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

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



### 2013-2014 Arts Teach Assembly Fees

<b>Artist Group- Assemblies</b>	<b>1 Assembly</b>	<b>2 Assembly</b>	<b>3 Assembly</b>	<b>1 Family Night</b>
A Gaelic Gathering	\$1,560.00	\$1,810.00	\$2,060.00	\$1,710.00
Aconcagua	\$710.00	\$935.00	\$1,160.00	\$1,010.00
Alfredo Rolando Ortiz	\$535.00	\$685.00	\$910.00	\$585.00
Alley Cats	\$1,110.00	\$1,310.00	\$1,510.00	\$1,860.00
Americana Unlimited	\$435.00	\$635.00	\$860.00	\$435.00
Anaheim Ballet	\$810.00	\$1,035.00	\$1,260.00	\$1,310.00
Aman Assembly	\$790.00	\$1,070.00	\$1,210.00	\$1,110.00
Arte Flamenco	\$810.00	\$985.00	\$1,210.00	\$910.00
Asha's Baba	\$585.00	\$810.00	\$1,035.00	\$735.00
Backhausdance	\$960.00	\$1,210.00	\$1,460.00	Negotiable
Beth Sussman	\$410.00	\$610.00	\$810.00	\$510.00
Boxtales - Iron John	\$760.00	\$860.00	\$960.00	N/A
Boxtales - A Mayan Story	\$810.00	\$910.00	\$1,010.00	\$910.00
Boxtales - Leyendas de Duende	\$810.00	\$910.00	\$1,010.00	\$910.00
Boxtales - B'r'er Rabbit & other Trickster Tales	\$810.00	\$910.00	\$1,010.00	\$910.00
Brass Pacifica	\$1,110.00	\$1,310.00	\$1,460.00	\$1,235.00
Bully Dudes	\$810.00	\$960.00	\$1,260.00	\$960.00
Carl Weintraub	\$510.00	\$710.00	\$910.00	\$610.00
Chameleons- Mime Over Matter	\$710.00	\$835.00	\$1,010.00	\$910.00
Chameleons- Adventures in Space	\$710.00	\$835.00	\$1,010.00	\$910.00
Chameleons- Wonder of Words	\$610.00	\$735.00	\$910.00	\$810.00
Classical Blast	\$710.00	\$860.00	\$1,060.00	\$860.00
Collaboratory, The	\$710.00	\$1,010.00	\$1,310.00	\$710.00
Danza Azteca	\$660.00	\$885.00	\$1,110.00	\$660.00
David Prather	\$660.00	\$860.00	\$1,110.00	\$710.00
Doo-Wah Riders	\$1,260.00	\$1,510.00	\$1,760.00	\$1,860.00
Dr. Craig Woodson	\$760.00	\$1,060.00	\$1,310.00	\$860.00
Edutainment Arts -Theatre Through the Ages	\$560.00	\$785.00	\$1,010.00	Negotiable
Edutainment Arts -Icky Yucky Gross Bug Movie	\$560.00	\$785.00	\$1,010.00	Negotiable
Edutainment Arts- Icky Yucky Gross Bug Show	\$435.00	\$660.00	\$885.00	\$435.00
Edutainment Arts- Science Magic	\$435.00	\$660.00	\$885.00	\$435.00
Edutainment Arts- Endangered Species	\$435.00	\$660.00	\$885.00	\$435.00
Earthworm Ensemble	\$1,130.00	\$1,400.00	\$1,650.00	\$1,130.00
Festival Ballet	\$810.00	\$1,035.00	\$1,260.00	\$1,310.00
Fiddling With History	\$410.00	\$610.00	\$810.00	\$410.00
Futa Toro West African Dance Ensemble	\$910.00	\$1,210.00	\$1,510.00	\$1,010.00

Goin' South Band	N/A	\$1,260.00	\$1,510.00	\$1,610.00
Got Rhythm!	\$1,435.00	\$1,635.00	\$2,085.00	\$1,785.00
Imagination Machine	\$685.00	\$935.00	\$1,185.00	Negotiable
Island Inspirations	\$710.00	\$960.00	\$1,210.00	\$710.00
Izzi Tooinsky	\$545.00	\$745.00	\$945.00	\$545.00
Jacque Nunez	\$610.00	\$835.00	\$1,060.00	\$960.00
Jake Moulton	\$610.00	\$810.00	\$1,010.00	\$710.00
Jim Cogan	\$610.00	\$810.00	\$990.00	\$610.00
John and Juan	\$635.00	\$835.00	\$1,060.00	\$660.00
John Zeretzke	\$660.00	\$760.00	\$910.00	Negotiable
Judy Carmichael	\$560.00	\$785.00	\$1,010.00	Negotiable
Kid Power Program	\$960.00	\$1,610.00	\$2,360.00	\$1,060.00
Korean Classical Music & Dance	\$660.00	\$1,110.00	\$1,410.00	\$760.00
L.A. Troupe	\$760.00	\$1,010.00	\$1,260.00	\$760.00
Marcus Miller W/ Freedom Jazz	\$1,110.00	\$1,560.00	\$1,810.00	\$1,685.00
Mariachi For All	\$1,470.00	\$1,670.00	\$1,820.00	\$1,470.00
Mariachi For All- Student Group	N/A	N/A	N/A	\$460.00
Michael Katz	\$610.00	\$810.00	\$1,010.00	\$810.00
Moscow Nights	\$1,060.00	\$1,960.00	\$2,710.00	\$2,110.00
Music Born in America	\$710.00	\$785.00	\$910.00	\$785.00
Orange County Opera	\$585.00	\$935.00	\$1,260.00	n/a
Pacific Trio	\$760.00	\$1,010.00	\$1,260.00	\$760.00
Paul Morse Productions	\$585.00	\$760.00	\$960.00	\$660.00
Paul Tracey	\$435.00	\$635.00	\$860.00	\$435.00
Perfect Gentlemen	\$910.00	\$1,160.00	\$1,360.00	\$1,160.00
Powerhouse	\$910.00	\$1,110.00	\$1,310.00	\$1,100.00
Puppets and Players	\$510.00	\$710.00	\$910.00	\$510.00
Ramya Harishankar	\$460.00	\$685.00	\$910.00	\$610.00
Razzle Bam Boom	\$775.00	\$1,015.00	\$1,255.00	\$775.00
Rochel Garner Coleman	\$560.00	\$785.00	\$1,010.00	Negotiable
Rogue Artists - Frog Belly & Zen Shorts	\$800.00	\$1,000.00	\$1,200.00	\$900.00
Street Beat	\$835.00	\$1,160.00	\$1,510.00	\$985.00
Street Beat - Boom Tap	\$1,335.00	\$1,660.00	\$2,010.00	\$1,385.00
Studio Zanni	\$1,110.00	\$1,310.00	\$1,510.00	\$1,110.00
Swazzle	\$710.00	\$1,110.00	\$1,360.00	\$710.00
Taiko Project	\$1,100.00	\$1,510.00	\$1,810.00	\$1,310.00
Ten West	\$1,010.00	\$1,210.00	\$1,310.00	\$1,610.00
TRI!	\$410.00	\$635.00	\$860.00	\$410.00
Victoria Burnett	\$610.00	\$885.00	\$1,110.00	Negotiable
Vybration	\$1,210.00	\$1,410.00	\$1,610.00	\$1,610.00
We Tell Stories	\$685.00	\$885.00	\$1,085.00	\$735.00

Will and Company	\$760.00	\$1,060.00	\$1,360.00	\$910.00
Zak Morgan	\$660.00	\$960.00	\$1,260.00	\$860.00



### 2013-2014 Arts Teach Workshop Fees

<b>Artist Group-Workshops</b>	<b>1 Workshop</b>	<b>Additional Workshop</b>	<b>Material Fee Per Student</b>
Aimee Hopkins	\$200.00	\$150.00	\$0.00
Aman Dance Educators	\$200.00	\$150.00	\$0.00
Andrew Grueschow	\$175.00	\$150.00	\$0.00
Arte Flamenco	\$300.00	\$175.00	\$0.00
Arte Flamenco w/ Musician	\$450.00	\$250.00	\$0.00
Asha's Baba	\$200.00	\$200.00	\$0.00
Backhausdance	\$310.00	\$260.00	\$0.00
Catch Me Bird	\$200.00	\$150.00	\$0.00
Chameleons	\$200.00	\$150.00	\$0.00
Cynthia McGarity	\$200.00	\$150.00	\$0.00
Dalisa Krauss	\$200.00	\$150.00	\$0.00
David Prather	\$200.00	\$150.00	\$0.00
Dr. Craig Woodson	\$275.00	\$250.00	\$2.50
Eiko Amano	\$200.00	\$150.00	\$3.00
Ellen Schulze	\$185.00	\$185.00	\$2.00
Ernesto Salcedo	\$200.00	\$150.00	\$0.00
Italian Street Painters	\$200.00	\$200.00	\$2.00
Izzi Tooinsky	\$175.00	\$175.00	\$3.00
Jacque Nunez-Sticks & Acorn	\$225.00	\$200.00	\$2.00
Jacque Nunez-Clapper Sticks	\$225.00	\$200.00	\$2.50
Jacque Nunez - Basket Weaving	\$250.00	\$225.00	\$3.00
Jim Cogan	\$200.00	\$175.00	\$0.00
John Zeretzke	\$200.00	\$150.00	\$0.00
Karen Emonts	\$200.00	\$150.00	\$2.00
L.A. Troupe	\$200.00	\$150.00	\$0.00
Living History in the Classroom	\$550.00	\$500.00	\$0.00
Living History w/ female perspective	\$650.00	\$600.00	\$0.00
Living History- WWI soldier	\$550.00	\$500.00	\$0.00
Maire Clerkin	\$200.00	\$150.00	\$0.00
Malik Sow	\$200.00	\$150.00	\$0.00
Music Born in America- Dancing	\$200.00	\$150.00	\$0.00
Music Born in America- Song Writing	\$200.00	\$150.00	\$0.00
Music Born in America-Spoon Making	\$200.00	\$150.00	\$2.00
Peggy Hasegawa-Origami	\$200.00	\$150.00	\$1.00
Peggy Hasegawa-Handmade Paper	\$200.00	\$150.00	\$2.00
Peter Kors	\$200.00	\$150.00	\$0.00

Puppets and Players	\$200.00	\$175.00	\$2.50
Ramya Harishankar	\$200.00	\$150.00	\$0.00
Rogue Artist Ensemble	\$200.00	\$150.00	\$0.00
Rogue Artist Ensemble (2 day workshop)	\$375.00	\$375.00	\$0.00
Tiffany Bong	\$200.00	\$150.00	\$0.00
We Tell Stories	\$150.00	\$150.00	\$0.00
Zak Morgan	\$225.00	\$200.00	\$0.00



## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of January 8, 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").

### SEGERSTROM CENTER FOR THE ARTS

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 \$610,00 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 1/08/13-1/07/14 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

**DISTRICT**

**CONTRACTOR**

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

Name: Terry Fluett

Title: Director, Purchasing

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

Signature Krista Rathaweeera

Name: Krista Rathaweeera

Title: Manager, Community Relations

Address: 1000 Main Center Dr

Costa Mesa, CA 92626

Email Address: krista@segerstrom.org

FEIN/SSN 23-7281100

December 5, 2012

Bernadette Clark  
 Don Juan Avila Elementary School  
 26278 Wood Canyon Drive  
 Aliso Viejo, CA 92656

Assemblies Workshops Residencies

Dear Bernadette Clark:

I am pleased to confirm your revised reservation for one performance of JACQUE NUNEZ Journeys to the Past on Monday, February 4, 2013 at Don Juan Avila Elementary School. The performance time is 10:15 am. Please read the following and the attached technical requirements, and if it represents your understanding of our agreement, indicate by signing both copies of this letter, keep one copy and return one copy to me. **Due to insurance liability and artist protection, an event will not take place at your site unless this office has received a signed copy of this letter of understanding. There will be no exceptions.** It is also imperative that a certified school employee be present at all times when the artist is in the presence of children for any program that takes place on a school campus.

A cleared, clean performance space must be available for the performance or workshop. The artists can be expected to arrive a minimum of 30 minutes prior to the first performance work. Due to contractual limitations, no video or flash photography is permitted. **Please consult the attached Technical Requirements for additional requirements for this artist.**

Full payment for this presentation is \$610.00 paid by Don Juan Avila Elementary School. A check made payable to **Segerstrom Center for the Arts** must be mailed to the attention of the Education Department 15 days (no later than January 20) in advance of your reserved date. Please include the enclosed invoice with your payment. Do not give payment to the artist. If your organization has a strict policy of withholding payment until services are rendered, please submit a purchase order to Segerstrom Center 15 days in advance of your reserved date. Be advised that a \$25.00 rescheduling fee will be applied, should you need to change dates.

Cancellation or change of date notice of at least 7 days is required. Reservations cancelled or rescheduled within 7 days of the event date for any reason other than weather or Force Majeure are subject to 50% of the total performance fee. Reservations cancelled or rescheduled for ANY reason within 48 hours of the event date are subject to the full fee.

The artist may contact you to confirm the performance a few days before the scheduled date.

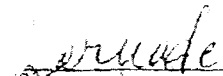
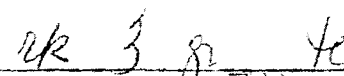

Thank you for your interest in the Center's Arts Teach. If you have any questions, please feel free to contact me at 714.556.2122, ext. 4310.

Sincerely,



Krista Ratnaweera  
 Manager, Community Partnerships

AGREED AND ACCEPTED BY:

    
 (Signature) (Title) (Date)

Segerstrom  
 Center for the Arts

26278 Wood Canyon Drive  
 Aliso Viejo, CA 92656  
 714.556.2122 ext. 4310



**AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT  
NO. ICA 1213167**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**SEGERSTROM CENTER FOR THE ARTS**

Independent Contractor Agreement No. ICA 1213167 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 1213167 shall be amended to incorporate all general and special conditions of the new contract.

Except as set forth in this Amendment, and Board approved on January 7, 2013, all other terms of the contract remain in full force and effect.

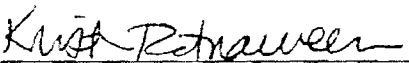
**DISTRICT**

**CONSULTANT**

**Capistrano Unified School District**

**Seegerstrom Center for the Arts**

By:   
Signature

By:   
Signature

Terry Fluent

Krista Ratnaweera  
Print Name

Director, Purchasing

Manager, Community Partnership  
Title

Date: 3/14/13

Date: 2-25-13

SPECIAL CONDITIONS

Contract ICA 1213167  
Seegerstrom Center for the Arts

Delete Section 5. Originality of Services in its entirety.

Delete Section 6. Copyright/Trademark/Patent in its entirety.

Delete Article 9. Hold Harmless, in its entirety, and replace with Article 9 below.

9. Hold Harmless Contractor agrees to and shall defend, indemnify and hold harmless the District, its Governing Board, officers, agents, employees, and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained arising out of the negligence or willful misconduct of Contractor or its subcontractors, whether authorized by this Agreement or not. The provisions of this article do not apply to any damage or losses caused by the negligence or willful misconduct of District or any of its agents or employees from which District agrees to similarly defend, indemnify and hold harmless Contractor, its officers, directors, agents, employees and affiliates.

By: Krista Extrawell Date: 3-5-13

AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT  
NO. 2 ICA 1213167

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SEGERSTROM CENTER FOR THE ARTS

Independent Contractor Agreement No. ICA 1213167 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 "not to exceed" amount on Independent Contractor Agreement No. ICA 1213167 shall be amended to \$5,610 for additional services requested by the District.

Except as set forth in this Amendment, and Board approved on January 7, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Seegerstrom Center for the Arts

By: [Signature]  
Signature

By: [Signature]  
Signature

Terry Fluent

Krista Ratnowska  
Print Name

Director, Purchasing

Manager, Community Partnerships  
Title

Date: 6/10/13

Date: 5/17/13



## ***Memorandum of Understanding***

This Memorandum of Understanding (MOU) is entered into between [Click here to enter agency name](#) (Agency) and the California Department of Education (CDE), Nutrition Services Division (NSD). It is hereby understood that:

1. The Agency must have an MOU signed by its authorized representative allowing participation in the **California State Cooperative (State Co-op)**.
2. The Agency must remain eligible for receipt of U.S. Department of Agriculture (USDA) Foods in accordance with USDA regulations for the entire period of membership. This MOU and any amendments shall remain in effect until the Agency notifies the CDE in writing of their intent to withdraw from the State Co-op.
3. The Agency is responsible for updating their Food Distribution Program Contract in the Child Nutrition and Information Payment System (CNIPS) for each school year.
4. The CDE is responsible for ordering, receiving, and distributing all USDA Foods on behalf of the Agency according to policies and regulations as designated by the CDE and the USDA.
5. The Agency is entitled to its "fair share" of USDA Foods based on the Total Lunches Served (TLS) of the Agency. Any excess allocations, due to the Agency not wanting its "fair share" (or any portion of the "fair share"), may be redistributed among other Agencies.
6. All USDA Foods to be shipped directly to a processor will be ordered for the Agency based on the Agency's completion of the CNIPS Processor Survey.
7. The Agency is responsible for paying all CDE service and handling charges and administrative fees associated with the delivery, diversion, and/or storage of USDA Foods on behalf of the Agency. Fees paid by the Agency to the CDE will be:
  - A. \$0.80 per case/unit of USDA Foods shipped directly from a USDA Vendor to an approved processor
  - B. \$2.60 per case/unit of non-processed USDA Foods received at the SDC from the USDA and delivered to the Agency
  - C. \$2.20 per case/unit of non-processed USDA Foods received at the SDC from the USDA and picked up by the Agency
  - D. \$1.75 per case/unit of USDA Foods processed end-product received at the State Distribution Center (SDC) from an approved processor and delivered to the Agency
  - E. \$0.10 per case/unit of fresh fruit and vegetables ordered through the Department of Defense (DOD) Fresh Fruit and Vegetables Ordering Receipt System (FFAVORS) (Pertains to North State Co-op agencies only)

### ***Memorandum of Understanding***

F. If product is stored at the SDC beyond 30 days, an additional Extended Storage fee will be assessed for foods maintained at the SDC as follows:

- Dry ..... \$0.30 per case/unit per month
- Refrigerated ..... \$0.40 per case/unit per month
- Frozen ..... \$0.50 per case/unit per month

- (1) Fees will be prorated based on the withdrawal date.
- (2) There will be no “in/out” assessment fees.

8. All processor costs associated with converting raw products into an end product and related freight charges (commercial carrier or CDE trucks) for delivery of end products to the Agency warehouse or the SDC, will be invoiced directly by the processor to the Agency. The processor will notify the Agency when a shipment of USDA Foods arrives so the Agency can make arrangements for delivery of the end product directly to the Agency or to the SDC.
9. The SDC will maintain an inventory management system to track all USDA Foods and finished product(s) in storage at the SDC. The SDC will provide inventory listings, food delivery schedules, and food orders.
10. If requested, the SDC will deliver USDA Foods on a weekly schedule at no extra charge. There is no minimum on the number of cases.
11. DOD Fresh Fruits and Vegetables will be available and may be delivered through the SDC or directly from the vendor.
12. USDA food items may be transferred between member agencies within their State Co-op group or outside their State Co-op group without CDE approval. Processor-to-Processor transfers do require prior written approval from the CDE as per Management Bulletin NSD-FDP-06-2011.
13. Should a loss of USDA Foods being held for the Agency at the SDC occur, the CDE will be responsible for the Fair Market Value of that commodity. Exceptions are losses for USDA Foods inventory held in excess of six months. The SDC will notify the agency when a USDA Foods item can no longer be rotated so that it does not exceed its shelf life.
14. The Agency is responsible for maintaining an inventory that does not exceed six months' usage. The Agency will be responsible for all USDA Foods losses resulting from spoilage due to the inventory being in excess of six months' usage, and for any USDA Foods that become unusable at the Agency's location.
15. Both the CDE and the Agency are responsible for compliance with all USDA and CDE policies and regulations.
16. Any change to the conditions of this MOU will require an amendment to be signed by both the CDE and the Agency.

**Memorandum of Understanding****CALIFORNIA DEPARTMENT  
OF EDUCATION:****PARTICIPATING AGENCY  
INFORMATION:**[Click here to enter text.](#)**Agency Name****Signature of State Cooperative Coordinator,  
Authorized Signature****Signature of Authorized Representative**[Click here to enter text.](#)**Printed Name of State Cooperative Coordinator,  
Authorized Signature****Printed Name of Authorized Representative****Date****Date**

California Department of Education  
Nutrition Services Division  
Commodity Distribution Unit  
1430 N Street, Suite 4503  
Sacramento, CA 95814

Attn: State Co-op Coordinator

For State Use Only	
<b>Vendor No:</b>	
<b>Agency TLS:</b>	
<b>Transferred From:</b>	





CAPISTRANO UNIFIED SCHOOL DISTRICT  
INCOME AGREEMENT

This AGREEMENT is hereby entered into this 1st day of January, 2014, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa California 92626, hereinafter referred to as SUPERINTENDENT, and Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

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; and

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

WHEREAS, SUPERINTENDENT 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 hereby agree as follows:

1.0 SCOPE OF WORK. DISTRICT hereby engages SUPERINTENDENT as an independent contractor to perform the following described work and SUPERINTENDENT hereby agrees to perform said work upon the terms and conditions hereinafter set forth. SUPERINTENDENT hereby agrees to perform said work as described in the Memorandum, dated December 11,

1 2013, which is attached hereto as Exhibit "A" and incorporated by  
2 reference herein upon the terms and conditions hereinafter set forth.

3 2.0 TERM. SUPERINTENDENT shall commence providing services under  
4 this AGREEMENT on January 1, 2014, and will diligently perform as  
5 required and complete performance by June 30, 2014, subject to  
6 termination as set forth in this AGREEMENT.

7 3.0 COMPENSATION. DISTRICT agrees to pay SUPERINTENDENT for  
8 services satisfactorily rendered pursuant to this AGREEMENT a total  
9 fee not to exceed Four thousand eight hundred dollars (\$4,800.00),  
10 which shall be reimbursed at the rate of One thousand two hundred  
11 dollars (\$1,200.00) per professional development training session and  
12 not to exceed a total of four (4) training sessions. Payment shall be  
13 mailed to: Orange County Superintendent of Schools, 200 Kalmus Drive,  
14 P. O. Box 9050, Costa Mesa, California 92628-9050, or at such other  
15 place as SUPERINTENDENT may designate in writing.

16 4.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of  
17 this AGREEMENT, shall be and act as an independent contractor.  
18 SUPERINTENDENT understands and agrees that he/she and all of his/her  
19 employees shall not be considered officers, employees or agents of the  
20 DISTRICT, and are not entitled to benefits of any kind or nature  
21 normally provided employees of the DISTRICT and/or to which DISTRICT'S  
22 employees are normally entitled, including, but not limited to, State  
23 Unemployment Compensation or Worker's Compensation. SUPERINTENDENT  
24 assumes the full responsibility for the acts and/or omissions of  
25 his/her employees or agents as they relate to the services to be  
provided under this AGREEMENT. SUPERINTENDENT shall assume full

1 responsibility for payment of all federal, state and local taxes or  
2 contributions, including unemployment insurance, social security and  
3 income taxes with respect to SUPERINTENDENT'S employees.

4 5.0 HOLD HARMLESS.

5 A. SUPERINTENDENT agrees to and does hereby indemnify,  
6 defend, and hold harmless DISTRICT, its Governing Board, officers,  
7 agents and employees from liability and claims of liability for bodily  
8 injury, personal injury, sickness, disease, or death of any person or  
9 persons, or damage to any property, real personal, tangible or  
10 intangible, arising out of the negligent acts or omissions of  
11 employees, agents or officers of SUPERINTENDENT or the Orange County  
12 Board of education during the period of this AGREEMENT.

13 B. DISTRICT agrees to and does hereby indemnify, defend, and  
14 hold harmless SUPERINTENDENT, the Orange County Board of Education,  
15 and its officers, agents and employees from liability and claims of  
16 liability for bodily injury, personal injury, sickness, disease, or  
17 death of any person or persons, or damage to any property, real  
18 personal, tangible or intangible, arising out of the negligent acts or  
19 omissions of its Governing Board, employees, agents or officers of  
20 DISTRICT during the period of this AGREEMENT.

21 6.0 ASSIGNMENT. The obligations of the SUPERINTENDENT pursuant to  
22 this AGREEMENT shall not be assigned by the SUPERINTENDENT without  
23 prior written approval of DISTRICT.

24 7.0 TOBACCO USE POLICY. In the interest of public health,  
25 SUPERINTENDENT provides a tobacco-free environment. Smoking or the  
use of any tobacco products are prohibited in buildings and vehicles,

1 and on any property owned, leased or contracted for by the  
2 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to  
3 abide with conditions of this policy could result in the termination  
4 of this AGREEMENT.

5 8.0 NON-DISCRIMINATION. DISTRICT and SUPERINTENDENT agree that it  
6 will not engage in unlawful discrimination in employment of persons  
7 because of race, color, religious creed, national origin, ancestry,  
8 physical handicap, medical condition, marital status, or sex of such  
9 persons.

10 9.0 TERMINATION. Either party may, at any time, with or without  
11 reason, terminate this AGREEMENT and compensate the other Party only  
12 for services satisfactorily rendered to the date of termination.  
13 Written notice by either Party shall be sufficient to stop further  
14 performance of services by the other Party. Notice shall be deemed  
15 given when received by the Party or no later than three (3) days after  
16 the day of mailing, whichever is sooner.

17 10.0 NOTICE. All notices or demands to be given under this  
18 AGREEMENT by either party to the other, shall be in writing and given  
19 either by: (a) personal service or (b) by U.S. Mail, mailed either by  
20 registered or certified mail, return receipt requested, with postage  
21 prepaid. Service shall be considered given when received if  
22 personally served or if mailed on the third day after deposit in any  
23 U.S. Post Office. The address to which notices or demands may be  
24 given by either party may be changed by written notice given in  
25 accordance with the notice provisions of this section. As of the date  
of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT: Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, California 92675  
Attn: \_\_\_\_\_

SUPERINTENDENT: Orange County Superintendent of Schools  
200 Kalmus Drive  
P.O. Box 9050  
Costa Mesa, California 92628-9050  
Attn: Patricia McCaughey

11.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT 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.

12.0 SEVERABILITY. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

13.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

14.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the Parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both Parties to the AGREEMENT.

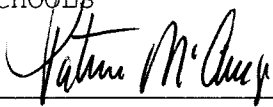
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IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: CAPISTRANO UNIFIED  
SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

BY: \_\_\_\_\_

BY: 

Authorized Signature

Authorized Signature

PRINT NAME: \_\_\_\_\_

PRINT NAME: Patricia McCaughey

TITLE: \_\_\_\_\_

TITLE: Coordinator

DATE: \_\_\_\_\_

DATE: Janaury 9, 2014

CUSD-Income(40250)14  
ZIP4

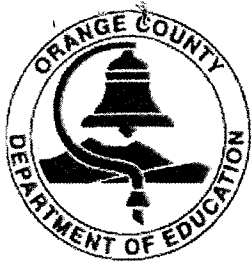


EXHIBIT "A"

## Orange County Department of Education Office of Academic Content

**ORANGE COUNTY  
DEPARTMENT  
OF EDUCATION**

200 KALMUS DRIVE  
P.O. BOX 9050  
COSTA MESA, CA  
92628-9050  
(714) 966-4000  
FAX (714) 432-1916  
www.ocde.us

AL MIJARES, Ph.D.  
County Superintendent  
of Schools

**ORANGE COUNTY  
BOARD OF EDUCATION**

JOHN W. BEDELL, Ph.D.

DAVID L. BOYD

ROBERT M. HAMMOND

ELIZABETH PARKER

KEN L. WILLIAMS, D.O.

**TO:** Kim Bailey  
Director Instructional Support and Professional Learning  
Capistrano Unified School District

**FROM:** OCDE Office of Academic Content, Mathematics Team  
Jody Guarino, 714-966-4326, jguarino@ocde.us

**DATE:** December 11, 2013

**SUBJECT:** Common Core Mathematics Professional Development

The purpose of this memo is to outline proposed services for the Capistrano Unified School District to support ongoing efforts in Common Core mathematics professional development.

**WHO:** OCDE Mathematics Team will provide:

- Four (4) 1 Day sessions

**WHEN:** 8:00 a.m. -3:00 p.m.

**WHERE:** Capistrano Unified School District will provide the facilities for training.

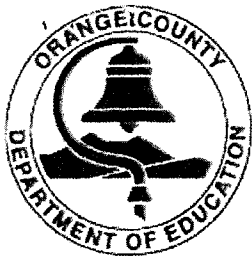
**WHAT:** Mathematical content for each session will be based on the major work of the grade level under Common Core State Standards for Mathematics.

- **K-1**
  - Read and Know the Standards
  - Instructional strategies for going deeper with content and for differentiation
  - Strategies for utilizing adopted curriculum resources

**COST ESTIMATE:** \$4800

\$1200 per day of professional development ( $\$1200 \times 4 = \$4800$ )

When this proposal is accepted, OCDE will draw up a contract for services.



**ORANGE COUNTY  
DEPARTMENT  
OF EDUCATION**

200 KALMUS DRIVE  
P.O. BOX 9050  
COSTA MESA, CA  
92628-9050

(714) 966-4000

FAX (714) 432-1916

[www.ocde.us](http://www.ocde.us)

**AL MIJARES, Ph.D.**  
County Superintendent  
of Schools

**Session Dates**

Session 1: Tuesday, January 14 (First Grade)

Session 2: Wednesday, January 15 (First Grade)

Session 3: Thursday, January 23 (Kindergarten)

Session 4: Wednesday, February 5 (Kindergarten)

**ORANGE COUNTY  
BOARD OF EDUCATION**

JOHN W. BEDELL, Ph.D.

DAVID L. BOYD

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KEN L. WILLIAMS, D.O.



**AMENDMENT TO AGREEMENT ARCHITECTURAL SERVICES  
NO. 1213187**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**WLC ARCHITECTS, INC.**

The Agreement between Capistrano Unified School District and WLC Architects, Inc., dated April 25, 2013, for various projects district wide shall be amended to include the following:

**Revised Exhibit A:** Adding the San Clemente High School Reroofing Project and the Dana Hills High School HVAC Replacement Project.

**Increase contract dollar amount:** Increase contract to \$750,000 for additional projects identified.

Except as set forth in this amendment, and Board approved on April 24, 2013, all other terms and conditions of the contract remain in full force and effect.

**Capistrano Unified School District**

**WLC Architects, Inc.**

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

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

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

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

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

\_\_\_\_\_  
Title

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

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

**EXHIBIT “A”**  
**ARCHITECTS SCOPE OF WORK, SCHEDULE,**  
**BUDGET, AND COMPENSATION – Rev. 1, 2/12/2014**

The Architect agrees to perform all of the basic services to include the Schematic Design Phase, Design Development Phase, Construction Document Phase, and Division of State Architect (DSA) Approval Phase and any Additional Services when authorized in advance in writing by the Districts authorized representative in accordance with the provisions hereinafter contained in this agreement.

Identified Projects:

- A. DSA Closeout Assessment
  - 1. Barcelona Hills Elementary
  - 2. Viejo Elementary
  - 3. Crown Valley Elementary
  - 4. Del Obispo Elementary
  - 5. Carl Hankey Elementary
- B. CNG Fueling Station
- C. San Clemente High School Reroofing Project
- D. Dana Hills High School HVAC Replacement
- E. Other projects as needed

While the terms and conditions contained within the base agreement outline the general working relationship between the District and the Architect, the content of Exhibit “A” shall govern the specifics for this project.



ARCHITECTS CLIENT FOCUSED. PASSION DRIVEN.

December 20, 2013

Mr. John G. Forney  
Executive Director Facilities, Maintenance and Operations  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675-4859

Re: Architectural / Engineering Fee Proposal  
San Clemente High School Reroofing  
Project 1323500.06  
Dana Hills High School HVAC Replacement Project  
Project 1323600.06

Dear John:

WLC Architects, Inc. is pleased to submit a proposal to provide architectural and engineering and extended construction administration services for the San Clemente High School Reroofing and Dana Hills High School HVAC Replacement projects.

**Scope of Work:**

WLC Architects will assist the District with the following:

1. Field verify existing conditions.
2. Prepare Construction Documents.
3. Prepare Bid Documents.
4. Obtain DSA plan approval.
5. Manage the bid for the San Clemente and Dana Hills High School projects.
6. Provide extended construction administration.
7. Submit all necessary documentation to DSA for certification.

Below, you will see that each project has its own fee; however, since both projects will follow parallel schedules, we believe that the most efficient way to manage the projects to achieve cost savings for the District is to share resources between the two projects. The following resources will be shared:

1. Superintendent: There will be one full time superintendent for both projects. This will provide significant savings to the District. The Superintendent will be a phone call away if needed.
2. Inspector of Record: Each job separately does not warrant full time inspection. Together, the District can hire one inspector to visit both jobs.

8163 ROCHESTER AVENUE, SUITE 100 · RANCHO CUCAMONGA, CA · 91730 · T: (909) 987-0909 F: (909) 980-9980  
[www.wlcarchitects.com](http://www.wlcarchitects.com)

Mr. John G. Forney  
Architectural / Engineering Fee Proposal  
San Clemente High School Reroofing / Project 1323500.06  
Dana Hills High School HVAC Replacement Project / Project 1323600.06  
December 19, 2013  
Page 2

**Contract Format:**

Extension of the District's Owner Architect Agreement.

**Fee Proposal for San Clemente High School**

WLC proposes to provide the architectural services described above for the San Clemente High School Reroofing Project for a stipulated sum of **\$252,833.00**

Project No.	Site	Base Fee	Extended TOTAL
1323500	San Clemente High School Reroofing	\$170,333	\$82,500 \$252,833.00

**Fee Proposal for Dana Hills High School**

WLC proposes to provide the architectural services described above for the Dana Hills High School HVAC Replacement Project for a stipulated sum of **\$346,404.00**

Project No.	Site	Base Fee	Extended TOTAL
1323600	Dana Hills High School HVAC Replacement	\$222,404	\$124,000 \$346,404.00

Please refer to the attached Project Budget sheets for a breakdown of the total project cost.

**Reimbursable Expenses:**

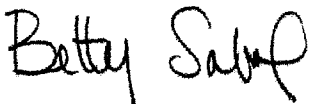
Reimbursables will be limited to bid sets and any DSA required submittals.

**Project Schedule:**

In preparing this proposal, WLC understands that the District would like to perform this work in the summer of 2014 and time is of the essence. WLC will do everything possible to expedite the timely delivery of our services. Please refer to the attached Schedule for more detail.

I hope this proposal meets with the District's needs at this time. If this proposal is acceptable, we would propose to invoice for this effort against the above listed project numbers.

Sincerely,



Architect, AIA, LEED™ AP BD + C  
Associate

ES:hb/P01323500x1-ltr

Attachment: Project Budget  
Schedule

cc: Robert J. Hensley, Architect, AIA, LEED™ AP, Chairman, Principal, WLC Architects, Inc.  
Nanette Piccini, Director, Accounting, Associate, WLC Architects, Inc.



**Agreement  
ARCHITECTURAL SERVICES  
TERMS AND CONDITIONS  
Between**

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
&  
WLC ARCHITECTS, INC.**

April 25, 2013

# **Agreement** **ARCHITECTURAL SERVICES** **TERMS AND CONDITIONS**

Between

**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
**&**  
**WLC ARCHITECTS, INC.**

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## **ARTICLE 1 - GENERAL TERMS**

"THIS AGREEMENT is made and entered into this 25<sup>th</sup> day of April, 2013, by and between WLC Architects, Inc. hereinafter referred to as "Architect", and the Capistrano Unified School District, hereinafter referred to as "District". This service agreement contract term will not exceed (5) years."

**1.1 Employment of Architect.** The Architect promises and agrees to furnish to the District all labor, materials, tools equipment, services, and incidental and customary work necessary to fully and adequately supply the professional architectural and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as "Services"). All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by Architect shall be subject to the sole and discretionary approval of the District, which approval shall not be unreasonably withheld.

**1.2 Principal Architect; Key Personnel.** The Architect shall name a specific person to act as Principal Architect, subject to the approval of the District. The Architect hereby designates Robert J. Hensley, Principal, Chairman of the Board, WLC Architects, Inc. to act as the Principal Architect for the Project. The Principal Architect shall: (1) maintain oversight of the Project at all times; (2) have full authority to represent and act on behalf of the Architect for all purposes under this Agreement; (3) supervise and direct the Services using his best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with the District and all contractors, consultants, engineers and inspectors on the Project. Any change in the Principal Architect shall be subject to the District's prior written approval, which approval shall not be unreasonably withheld. The new Principal Architect shall be of at least equal competence as the prior Principal Architect. In the event that the District and Architect cannot agree as to the substitution of a new Project Architect, the District shall be entitled to terminate this Agreement.

In addition to the Principal Architect, the Architect has represented to the District that certain additional key personnel, engineers and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers or consultants become unavailable, the Architect may substitute others of at least equal competence upon written approval of the District. In the event that the District and Architect cannot agree as to the substitution of key personnel, engineers or consultants, the District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel, engineers or consultants who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Architect at the request of the District. The Key additional personnel and consultants for performance of this Agreement are as follows:

- 1.2.1      Steve Stearns, Project Manager, WLC**
- 1.2.2      Betty Sabol, Project Architect, WLC**
- 1.2.3      Slade Johnson, Project Architect, WLC**
- 1.2.4      Harry Pranata, Design Team Member, WLC**
- 1.2.5      Cristina Co, Design Team Member, WLC**

- 1.2.6 Jeff Tancharoen, Design Team Member, WLC
- 1.2.7 Don Rice, Technical Quality Control Coordinator, WLC
- 1.2.8 Ron Pregmon, Director of Planning, WLC
- 1.2.9 Bob Cram, Cost Estimator & Scheduler, WLCCS
- 1.2.10 John Simmons, Electrical Engineer, TTG
- 1.2.11 Rob Cronk, Mechanical & Plumbing Engineer, Design West Engineering
- 1.2.12 Rick Bryd, Structural Engineer, RM Byrd
- 1.2.13 Erick Potter, Civil Engineer
- 1.2.14 Doug Diggs, Landscape Architect

### 1.3 Hiring of Consultants and Personnel.

**1.3.1 Right to Hire or Employ.** The Architect shall have the option, unless the District objects in writing after notice, to employ at its expense architects, engineers, experts or other consultants qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as the Architect may delegate without relieving Architect from administrative or other responsibility under this Agreement. The Architect shall be responsible for the coordination and cooperation of Architect's employees, architects, engineers, experts or other consultants. The Architect shall notify the District of the identity of all consultants in sufficient time prior to their commencement of work to allow the District to review their qualifications and object to their participation on the Project if necessary.

**1.3.2 Qualifications and License.** All architects, engineers, experts and other consultants retained by Architect in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

**1.3.3 Standards and Insurance.** All architects, engineers, experts and other consultants hired by Architect shall be required to meet the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the District in writing. Unless changes are approved in writing by the District, the Architect's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

**1.3.4 Assignments or Staff Changes.** The Architect shall promptly obtain written District approval of any assignment, reassignment or replacement of such architects, engineers, experts and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Architect's consultants and staff shall be subject to approval by the District.

**1.4 Standard of Care.** The Architect shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California, and shall be fully responsible to the District for any damages to the District resulting from the errors and omissions of the Architect's work as specified in the indemnification provision of this Agreement. The Architect represents and maintains that it is skilled in the professional calling necessary to perform the Services. The Architect shall provide employees, architects, engineers, experts and other consultants with sufficient skill and experience to perform the Services assigned to them. Finally, the Architect represents that it, its employees, architects, engineers, experts and other consultants have all licenses,



permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them, and that such licenses and approvals shall be maintained throughout the term of this agreement. Any employee or consultant who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or consultant who fails or refuses to perform the Services in a professional manner as described within this contract agreement, shall be promptly removed from the Project by the Architect and shall not be re-employed to perform any of the Services or to work on the Project

## **1.5 Laws and Regulations.**

**1.5.1 Knowledge and Compliance.** The Architect shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project, and shall give all notices required of the Architect by law. The Architect shall be liable, pursuant to the indemnification provision of this Agreement, for all violations of such laws and regulations in connection with its Services. If Architect performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, the Architect shall be solely responsible for all costs arising there from. The Architect shall pay the cost of defense, indemnify and hold the District, its officials, officers, employees and agents free and harmless, resulting from the errors and omissions of the Architect and pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure to comply with such laws, rules or regulations.

**1.5.2 Drawings and Specifications.** The Architect shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including the Uniform Building Code, the California Education Code, Titles 19, 21 and 24 of the California Code of Regulations, and any requirements of the division of State Architect (including structural safety, fire/life safety and access compliance section), the State Department of Education and the California Department of General Services, in effect as of the time the drawings and specifications are prepared or revised. Any significant revisions made necessary by changes in such laws, rules and regulations after this time may be compensated as Additional Services. The Architect shall cause the necessary copies of such drawings and specifications to be filed with any government bodies with approval jurisdiction over the Project, in accordance with the Services described in this Agreement.

**1.6 Renovation Projects -** The Americans with Disabilities Act (ADA) provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are readily accessible to persons with disabilities. The District acknowledges that the requirement of the ADA will be subject to various and possibly contradictory interpretations. The Architect, therefore, will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, and ordinances and regulations as they apply to the Project(s). If the Architect is aware of conflicting interpretation of ADA, the Architect is required to bring conflicting interpretations of ADA requirements to the District's attention before the Architect applies their ADA interpretations to a project. The Architect, however, cannot and does not warrant or guarantee that the District's Project(s) will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project(s).

**1.7 New Construction Projects** - The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility that does not meet the accessibility and usability requirements of the ADA unless it can be demonstrated that it is structurally impractical to meet such requirements. The District understands that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The Architect, therefore, will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, and ordinances and regulations as they apply to the Project(s). If the Architect is aware of conflicting interpretation of ADA, the Architect is required to bring conflicting interpretations of ADA requirements to the District's attention before the Architect applies their ADA interpretations to a project. The Architect, however, cannot and does not warrant or guarantee that the District's Project(s) will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project(s).

**1.8 Independent Contractor.** The District retains the Architect on an independent contractor basis and Architect is not an employee of the District. The Architect is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to the District's employees. Any additional personnel performing the Services under this Agreement on behalf of the Architect shall also not be employees of the District, and shall at all times be under the Architect's exclusive direction and control. The Architect shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. The Architect shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation.

## **ARTICLE 2 - BASIC SERVICES**

Article 2 is intended to define the services to be provided by the Architect as the Architect of Record. Unless modified by Article 15, the Architect's Basic Services shall be provided in conjunction with, and in reliance upon, the services of the District. They shall consist of the six Phases described in Paragraphs 2.1 through 2.6, inclusive, and include normal structural, mechanical, electrical, civil, and landscape architect/engineering services, and any other services included in Article 15 as part of Basic Services.

### **2.1 SCHEMATIC DESIGN PHASE**

- 2.1.1 The Architect shall review the Educational Specifications to ascertain the requirements of the Project and shall review and confirm the understanding of these requirements and other design parameters with the District.
- 2.1.2 The Architect shall provide a preliminary evaluation of the Educational Specifications and the Project budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 4.2.1.
- 2.1.3 The Architect shall review with the District site use and improvements; selection of materials, building systems and equipment; construction methods and methods of Project delivery.

- 2.1.4 Based on the mutually agreed upon program and the Project budget requirements, the Architect shall prepare, for approval by the District, Schematic Design Documents and site utilization plans consisting of drawings, outline specifications and other documents showing the ultimate development at the site and the proposed architectural concept of the buildings, and showing in single line drawings all rooms incorporated in each building in the School Facility, and including any revisions that are required by the District.
- 2.1.5 At intervals appropriate to the progress of the Schematic Design Phase, the Architect shall provide schematic design studies for the District's review, which will be made so as to cause no delay to the Architect.
- 2.1.6 Upon completion of the Schematic Design Phase the Architect shall provide the drawings, outline specifications and other documents approved by the District for the District's use in preparing an estimate of Construction Cost.

## **2.2 DESIGN DEVELOPMENT PHASE**

- 2.2.1 Based on the approved Schematic Design Documents and any adjustments authorized by the District in the program or the Project budget, the Architect shall prepare, for approval by the District, the Design Development Documents consisting of drawings, outline specifications and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical and electrical systems, materials, and such other elements as may be appropriate.
- 2.2.2 At intervals appropriate to the progress of the Design Development Phase, the Architect shall provide design development documents for the District's review, which will be made so as to cause no delay to the Architect.
- 2.2.3 Upon completion of the Design Development Phase, the Architect shall provide the District with drawings, outline specifications and other documents approved by the District for use in preparing a further estimate of Construction Cost, and shall assist the District in preparing such estimate of Construction Cost.

## **2.3 CONSTRUCTION DOCUMENTS PHASE**

- 2.3.1 Based on the approved Design Development Documents, and any further adjustments in the scope or quality of the Project or in the Project budget authorized by the District, the Architect shall prepare, for approval by the District, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.
- 2.3.2 The Architect shall keep the District informed of any changes in requirements or in construction materials, systems or equipment as the Drawings and Specifications are developed so that the District can adjust the estimate of Construction Cost appropriately.
- 2.3.3 The Architect shall assist the District in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contracts, and the forms of Agreement between the District and the Contractors.

- 2.3.4 The Architect shall assist the District in connection with the District's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

## **2.4 DIVISION OF STATE ARCHITECT (DSA) APPROVAL PHASE**

- 2.4.1 The Architect, following the District's approval of the Construction Documents and the latest estimate of Construction Cost, shall assist the District in obtaining approval from the Division of the State Architect (DSA).

## **2.5 BIDDING OR NEGOTIATION PHASE**

- 2.5.1 The Architect, following the District's approval of the Construction Documents and the latest estimate of Construction Cost, shall assist the District in obtaining Bids or negotiated proposals by rendering interpretations and clarifications of the Drawings and Specifications in appropriate written form. The Architect shall assist the District in conducting pre-award conferences with successful Bidders. The Architect shall assist the District in investigating the competency of the bidders, and make to the District a recommendation of award of Contracts.

## **2.6 CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT**

- 2.6.1 The Construction Phase will commence with the award of the initial Contract for Construction and, together with the Architect's obligation to provide Basic Services under this Agreement, will end when final payment to all Contractors is due, or in the absence of a final Project Certificate for Payment or of such due date, sixty days after the Date of Substantial Completion of the Project whichever occurs first.
- 2.6.2 Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the Architect, in cooperation with the District, shall provide administration of the Contracts for Construction as set forth. The administration by the Architect shall be in addition to the continuous inspection by the District's inspector.
- 2.6.3 The Architect shall advise and consult with the District during the Construction Phase. All instructions to the Contractors shall be forwarded through the District. The Architect shall have authority to act on behalf of the District only to the extent provided in the Contract Documents unless otherwise modified by written instrument in accordance with Subparagraph 1.6.18.
- 2.6.4 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed by the Architect in writing, to become familiar with the progress and quality of Work and to determine if Work is proceeding in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of Work, but shall visit the Work at least once a week and promptly whenever requested to do so by the District or District's inspector. On the basis of such on-site observations as an architect, the Architect shall keep the District informed of the progress and quality of Work, and shall endeavor to guard the District against defects and deficiencies in Work of the Contractors.

- 2.6.5 The Architect shall not be responsible for, nor has control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for Contractors' failure to carry out work in accordance with the Contract Documents. The Architect shall not be responsible for, nor have control over, the acts or omissions of the Contractors, Subcontractors, any of their agents or employees, or any other persons performing any work.
- 2.6.6 The Architect shall at all time have access to Work wherever it is in preparation or progress.
- 2.6.7 Based on the Architect's observations at the site, the recommendations of the District and an evaluation of the Project Application for Payment and most recent schedule of values submitted by the Contractors, the Architect shall determine the amounts owing to the Contractors and shall issue a Project Certificate for Payment in such amounts, as provided in the Contract Documents.
- 2.6.8 The issuance of a Project Certificate for Payment shall constitute a representation by the Architect to the District that, based on the Architect's observations at the site as provided on the data comprising the Project Application for Payment, Work has progressed to the point indicated; that, to the best of the Architect's knowledge, information and belief, the quality of Work is in accordance with the Contract Documents (subject to an evaluation of Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Project Certificate for Payment); and that the Contractors are entitled to payment in the amount certified. However, the issuance of a Project Certificate for Payment shall not be a representation that the Architect has made any examination to ascertain how or for what purpose the Contractors have used the monies paid on account of the Contract Sums. The Architect shall submit verified progress reports, as required, to the District and to the Division of the State Architect in compliance with Title 21 and Title 24 of the California Code of Regulations.
- 2.6.9 The Architect shall be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by the Contractors. The Architect shall render interpretations necessary for the proper execution or progress of Work, with reasonable promptness and in accordance with agreed upon time limits. The Architect shall render written decisions, within a reasonable time, on all claims, disputes and other matters in question between the District and the Contractors relating to the execution or progress of Work or the interpretation of the Contract Documents.
- 2.6.10 All interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents, and shall be in writing or in graphic form. In the capacity of interpreter and judge, the Architect shall endeavor to secure faithful performance by the Contractors, shall not show partiality, and shall not be liable for the result of any interpretation or decision rendered in good faith in such capacity.

- 2.6.11 The Architect's decision in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents. The Architect's decisions on any other claims, disputes or other matters, including those in question between the District and the Contractor(s), shall be subject to arbitration as provided in this Agreement and in the Contract Documents.
- 2.6.12 The Architect shall have authority to reject Work which does not conform to the Contract Documents, and whenever, in the Architect's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the Architect shall have authority to require special inspection or testing of Work in accordance with the provisions of the Contract Documents, whether or not such Work be then fabricated, installed or completed; but the Architect shall take such action only after consultation with the District.
- 2.6.13 The Architect shall receive Contractors' submittals such as Shop Drawings, Product Data and Samples from the District and shall review and approve or take other appropriate action upon them, but only for conformance with the design concept of the Project and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- 2.6.14 The Architect shall review and sign or take other appropriate action on Change Orders for the District's authorization in accordance with the Contract Documents.
- 2.6.15 The Architect shall have authority to order minor changes in Work not involving an adjustment in a Contract Sum or an extension of a Contract Time and which are not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order issued through the District.
- 2.6.16 The Architect, assisted by the District, shall conduct a final project review to determine the Dates of Substantial Completion and final completion and shall issue appropriate Project Certificates for Payment.
- 2.6.17 The Architect will forward to the District for the District's review written warranties and related documents assembled by the Contractors.
- 2.6.18 The extent of the duties, responsibilities and limitations of authority of the Architect as a representative of the District during construction shall not be modified or extended without the written consent of the Contractors, the Architect and the District, which consent shall not be unreasonably withheld.
- 2.6.19 Not later than sixty days after completion of construction, and before receipt of final payment, the architect shall review and forward the final working drawings and specifications, indicating on them all changes made by change orders or otherwise under the construction contract and all information called for on specifications, producing an "as-built" set of final working drawings which will show, among other things, the location of all concealed pipe, buried conduit runs, and other similar service elements within the School Facility, if applicable. The Architect shall review and certify that the drawings are a correct representation of the information supplied to it by the District's Inspector and the Contractors. As used herein, the work "certify" shall mean an

expression of the Architect's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by the Architect.

- 2.6.20 On approval by the District of the complete "as-built" drawings, the Architect shall forward to the District the complete set of original drawings corrected to "as-built" condition or a complete set of reproducible duplicate drawings. The tracing shall be of such quality that clear and legible prints may be made without appreciable and objectionable loss of detail.
- 2.6.21 Prior to the receipt of the Architect's final payment, the Architect shall forward to the District one clear and legible set of reproductions of the computations, the original copy of the specifications, the "as-built" drawings, the final verified progress report pursuant to Title 21 of the California Code of Regulations, and the Architect's Certificate of Completion.

## **2.7 EXTENDED CONSTRUCTION ADMINISTRATIVE SERVICES**

- 2.7.1 If the District and the Architect agree that more extensive representation at the site than is described in Paragraph 2.6 shall be provided, the Architect shall provide one or more Project Representatives to assist the Architect in carrying out such responsibilities at the site.
- 2.7.2 Such Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefore as mutually agreed between the District and the Architect, as set forth in an exhibit appended to this Agreement, which shall describe the duties, responsibilities and limitations of authority of such Project Representatives.
- 2.7.3 Through the observations of such Project Representatives, the Architect shall endeavor to provide further protection for the District against defects and deficiencies in Work, but the furnishing of such Project representation shall not modify the rights, responsibilities or obligations of the Architect as described in Paragraph 2.6.

## **2.8 ADDITIONAL SERVICES**

The following services are not included in Basic Services unless so identified in Article 15. They shall be provided if authorized or confirmed in writing by the District, and they shall be paid for by the District as provided in this Agreement, in addition to the compensation for Basic Services.

- 2.8.1 Providing analyses of the District's needs, and programming the requirements of the Project.
- 2.8.2 Providing financial feasibility or other special studies.
- 2.8.3 Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites, and preparing special surveys, studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.
- 2.8.4 Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase.

- 2.8.5 Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the District.
- 2.8.6 Providing services in connection with alternative designs for cost estimating or bidding purposes.
- 2.8.7 Providing coordination of work performed by separate contractors or by the District's own forces.
- 2.8.8 Providing services in connection with the work of separate consultants, other than the District, retained by the District.
- 2.8.9 Providing services in connection with the work required for DSA certification of existing facilities not included in the project scope of work.
- 2.8.10 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.
- 2.8.11 Providing services for planning tenant or rental spaces.
- 2.8.12 Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents, or are due to other causes not solely within the control of the Architect.
- 2.8.13 Preparing Drawings, Specifications and supporting data and providing other services in connection with Change Orders. If Basic Compensation is to be adjusted according to adjustments in Construction Cost, to the extent that any Change Order not required by causes solely within the control of the Architect results in an adjustment in the Basic Compensation not commensurate with the services required of the Architect, compensation shall be equitably adjusted.
- 2.8.14 Making investigations, surveys, valuations, inventories, detailed appraisals of existing facilities, and services required in connection with construction performed by the District.
- 2.8.15 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.
- 2.8.16 Providing services made necessary by the failure of performance, the termination or default of the District; by default of a Contractor; by major defects or deficiencies in the Work of any Contractor; or by failure of performance of either the District or any Contractor under the Contracts for Construction.
- 2.8.17 Preparing a set of reproducible record drawings showing significant changes in Work made during construction based on marked-up prints, drawings and other data furnished to the Architect.
- 2.8.18 Providing extensive assistance in the utilization of any equipment or system such as



initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

- 2.8.19 Providing services after issuance to the District of the final Project Certificate for Payment, or in the absence of a final Project Certificate for Payment, more than sixty days after the Date of Substantial Completion of the Project.
- 2.8.20 Preparing to serve or serving as a witness in connection with any public hearing, arbitration proceeding or legal proceeding.
- 2.8.21 Providing services of consultants for other than the normal architectural, structural, mechanical, plumbing, electrical, civil engineering, and landscape architectural services for the Project.
- 2.8.22 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice. The Services of specialty consultants, such as, kitchen consultants, theatrical design consultant, lighting consultant, and acoustical engineer will be additional services to the basic fee contract.

## **2.9 TIME**

- 2.9.1 The Architect shall perform Basic and Additional Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect has submitted in Article 15 the project schedule for the performance of the Architect's services which shall be adjusted as required as the Project proceeds, and which shall include allowances for periods of time required for the District's review and approval of submissions and for approvals of authorities having jurisdiction over the Project. The Architect shall consult with the District to coordinate the Architect's time schedule with the Project Schedule. This schedule, when approved by the District, shall not, except for reasonable cause, be exceeded by the Architect. In no event shall this Agreement continue beyond five (5) years following the date first above written, consistent with Education Code section 17596.

## **ARTICLE 3 - THE DISTRICT'S RESPONSIBILITIES**

- 3.1 The District shall review and confirm that the educational specifications prepared for the Project represents the desires and objectives of the district, including the detailed space program which shall set forth the District's design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment and systems and site requirements.
- 3.2 The District shall provide a budget for the Project based on consultation with the Architect and the District, which shall include contingencies for bidding, changes during construction and other costs which are the responsibility of the District. The District shall, at the request of the Architect, provide a statement of funds available for the Project and their source.
- 3.3 The District shall designate a representative authorized to act in the District's behalf with respect to the Project. The District, or such authorized representative, shall examine the documents submitted by the Architect and shall render decisions pertaining thereto

promptly to avoid unreasonable delay in the progress of the Architect's services.

- 3.4 The District may engage the services of a Construction Manager to manage the Project. If applicable, the Terms and Conditions of such Agreement will be furnished to the Architect and will not be modified without written consent of the Architect, which consent shall not be unreasonably withheld. Actions taken by the Construction Manager as agent of the District shall be the acts of the District, and the Architect shall not be responsible for them.
- 3.5 When requested and reasonable, the District shall furnish a legal description and a certified land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.
- 3.6 The District shall furnish the services of soil engineers or other consultants when such services are deemed necessary by the Architect. Such services shall include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.
- 3.7 The District shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.
- 3.8 The District shall furnish such legal, accounting and insurance counseling services as may be necessary for the Project, including such auditing services as the District may require to verify the Project Applications for Payment or to ascertain how or for what purposes the Contractors have used the monies paid by or on behalf of the District.
- 3.9 The services, information, surveys and reports required by Paragraphs 3.5 through 3.8, inclusive, shall be furnished at the District's expense, and the Architect shall be entitled to rely upon their accuracy and completeness.
- 3.10 If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the District to the Architect and the District.
- 3.11 The District shall furnish the required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and Work of the Contractors.

#### **ARTICLE 4 - CONSTRUCTION COST**

##### **4.1 DEFINITION**

- 4.1.1 The term "construction cost" as used herein shall be deemed to mean the total of all the Contracts for the completion of the Work for which the Architect shall have prepared

complete working drawings and specifications acceptable to the District, together with the sum of all subsequent additions and deductions from the Contract prices by virtue of change orders approved by the District, less those additions to the Contract prices by virtue of negligent error, omission, or oversight on the part of the Architect. The cost of construction shall also include all general condition costs and/or all costs associated with purchase orders initiated by the District that are directly related to the construction of the Project. The cost of construction shall also include the Construction Managers compensation (fees and general conditions) for services, if applicable.

- 4.1.2 Construction cost shall not include the cost of the equipment furnished by the District except to the extent the Architect influenced the design of such equipment, furnishings, the cost of tests and surveys made at the District's expense, the cost of the Architect/engineer and the District's inspector's fees, the cost of plan check fees and permit fees, the cost of advertising and the cost of the District reproduced plans and specifications.

## **4.2 RESPONSIBILITY FOR CONSTRUCTION COST**

- 4.2.1 The Architect, as a design professional familiar with the construction industry, shall assist the District in evaluating the District's Project budget and shall review the estimates of Construction Cost prepared by the District. It is recognized, however, that neither the Architect, nor the District has control over the cost of labor, materials or equipment, over the Contractors' methods of determining Bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that Bids or negotiated prices will not vary from the Project budget proposed, established or approved by the District, if any, or from the estimate of Construction Cost or other cost estimate or evaluation prepared by the District.
- 4.2.2 A Construction Cost shall be established as a condition of this Agreement. This Construction Cost has been defined in Article 15. The District will include a 10% contingencies for design, bidding and price escalation, and will consult with the Architect to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project, and to include in the Contract Documents alternate Bids to adjust the Construction Cost to the fixed limit. Any such fixed limit shall be increased in the amount of any increase in the Contract Sums occurring after the execution of the Contracts for Construction.
- 4.2.3 If Bids are not received within the time scheduled at the time the fixed limit of Construction Cost was established, due to causes beyond the Architect's control, any Construction Cost established as a condition of this Agreement shall be adjusted to reflect any change in the general level of prices in the construction industry between the originally scheduled date and the date on which Bids are received.
- 4.2.4 If the Construction Cost (adjusted as provided in Subparagraph 4.2.3) is exceeded by the sum of the lowest figures from bona fide Bids or negotiated proposals by more than 10% of the Construction Budget, plus the District's estimate of other elements of Construction Cost for the Project, the District shall (1) give written approval of an increase in such construction budget, (2) authorize rebidding or renegotiation of the Project or portions of the Project within a reasonable time, (3) if the Project is abandoned, terminate in accordance with Paragraph 13.2, or (4) cooperate in revising the Project scope and

quality as required to reduce the Construction Cost. In the case of item (4), the Architect shall modify the Drawings and Specifications as necessary to comply with the Construction Budget, without additional cost to the District if the Architect has concurred in the District's estimate of Construction Cost, but subject to compensation as an Additional Service under Subparagraph 2.8.11 if the Architect has not so concurred. The providing of such service shall be the limit of the Architect's responsibility arising from the establishment of such Construction Budget, and having done so, the Architect shall be entitled to compensation for all services performed in accordance with this Agreement, whether or not the Construction Phase is commenced.

#### **ARTICLE 5 - DIRECT PERSONNEL EXPENSE**

- 5.1 Direct Personnel Expense is defined as the direct salaries of all the Architect's personnel engaged on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

#### **ARTICLE 6 - REIMBURSABLE EXPENSES**

- 6.1 Reimbursable Expenses as outlined in Exhibit "D" are in addition to the compensation for Basic and Additional Services and include actual expenditures made by the Architect and the Architect's employees and consultants which are reasonably and necessarily incurred by the Architect in the interest of the Project but are not included in the scope of basic services. Reimbursable items include the following:

6.1.1 Extraordinary transportation expenses in connection with the Project; out-of-town travel expenses incurred in connection with the Project; fees paid for securing approvals of authorities having jurisdiction over the Project.

6.1.2 Expense of reproductions, postage and handling of Drawings, Specifications and other documents, excluding reproductions for the office use of the Architect and the Architect's consultants.

6.1.3 Expense of data processing and photographic production techniques when used in connection with Additional Services.

6.1.4 If authorized in advance by the District, expense of overtime work requiring higher than regular rates.

6.1.5 Expense of renderings, models and mock-ups requested by the District.

6.1.6 Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the District in excess of that normally carried by the Architect and the Architect's consultants.

#### **ARTICLE 7 - PAYMENTS TO THE ARCHITECT**

##### **7.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES**

- 7.1.1 An initial payment as set forth in Paragraph 17.1 is the minimum payment under this

**Agreement.**

- 7.1.2 Subsequent payments for Basic Services shall be made monthly and shall be in proportion to services performed within each Phase of services, on the basis set forth in Article 15.
- 7.1.3 If and to the extent that the period initially established for the Construction Phase of the Project is exceeded or extended through no fault of the Architect, compensation for Basic Services required for such extended period of Administration of the Construction Contracts shall be computed as set forth in Paragraph 15.4.2 for Additional Services.
- 7.1.4 When compensation is based on a percentage of Construction Cost, and any portions of the Project are deleted or otherwise not constructed, compensation for such portions of the Project shall be payable to the extent services are performed on such portions, in accordance with the schedule set forth in Subparagraph 15.2.2, based on (1) the lowest figures from bona fide Bids or negotiated proposals, or (2) if no such Bids or proposals are received, the most recent estimate of Construction Cost for such portions of the Project.

**7.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES**

- 7.2.1 Payments on account of the Architect's Additional Services, as defined in Paragraph 2.8, and for Reimbursable Expenses, as defined in Article 6, shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

**7.3 PAYMENTS WITHHELD**

- 7.3.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors, or on account of changes in Construction Cost other than those for which the Architect is held legally liable.
- 7.3.2 The District may withhold payment, in whole or in part, to the extent reasonably necessary to protect the District from damage for which the Architect is liable under the Agreement or state law. Failure by the District to deduct any sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefore, to the payment of any expenses, losses, or damages as determined by the District, incurred by the District for which the Architect is liable under the Agreement or state law. For instance, the District may withhold payment, in whole or in part, to such extent as may be necessary to protect the District from loss because of the acts or omissions protected under the indemnification provisions of this Agreement. Payments to the architect for compensation and reimbursable expenses due shall not be contingent on the construction, completion or ultimate success of the Project. Payment to the Architect shall not be withheld, postponed, or made contingent upon receipt by the District of offsetting reimbursement or credit from parties not within the Architect's reasonable control.

**7.4 PROJECT SUSPENSION OR ABANDONMENT**

- 7.4.1 The District has the absolute discretion to suspend or abandon all or any portion of the work on a School Facility and may do so upon written notice to the Architect. Upon notice of suspension or abandonment, the Architect shall discontinue any further action on a School Facility. Architect shall submit a final invoice for all services completed to date based upon the scope of the project and the most recently approved construction budget. If the entire work to be performed on a School Facility is abandoned, the parties shall each be relieved of the remaining executory obligations of the Agreement, as it relates to that School Facility, but shall not be relieved of any obligations arising prior to said abandonment or of obligations related to any other School Facility.

#### **ARTICLE 8 - ARCHITECT'S ACCOUNTING RECORDS**

- 8.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a Multiple of Direct Personnel Expense shall be kept on the basis of generally accepted accounting principles and shall be available to the District or the District's authorized representative at mutually convenient times.

#### **ARTICLE 9 - OWNERSHIP AND USE OF DOCUMENTS**

- 9.1 Pursuant to Section 17316 of the Education Code, all plans, specifications, original, or reproducible transparencies of working drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, all estimates and all other documents prepared by the Architect pursuant to this Agreement are and shall remain the property of the District for purposes of repair, maintenance, renovation, modernization, or other purposes, only as they relate to this Project. Nothing in this Agreement shall preclude the District from using the plans, record drawings, specifications, or estimates related to the Project for the purposes of additions, alignments, or other development on the School Facility.
- 9.2 This Agreement shall not be construed to transfer or waive the Architect's copyrights over the documents specified in the Paragraph 9.1, including but not limited to, all common law, statutory, and other reserved rights, unless the Architect expressly transfers or waives these rights through this Agreement, including, but not limited to, a written addendum or amendment.
- 9.3 The District, as the sole District of all documents prepared for a School Facility, reserves the right to reuse all or part of those documents at its sole discretion for the construction of all or part of another school construction project constructed for the District. The District is not bound by this Agreement to employ the services of Architect who prepared these documents in the event they are reused on another project not covered by this agreement.
- 9.4 In the event the District elects to reuse documents prepared for a School Facility on another project not covered by this Agreement on another project without employing the services of the Architect who prepared those documents, the District agrees to require the new architect to assume any and all obligations for the reuse of the documents and process the same through the Division of the State Architect as the project architect. The District agrees, to the fullest extent permitted by law, to indemnify and hold the Architect harmless from any claim, liability or cost arising out of the re-use or modification of the construction documents by the District or another Architect.

**ARTICLE 10 - INSURANCE AND INDEMNIFICATION**

- 10.1 Prior to commencing performance under the Agreement, and continuing until all Services to be performed under this Agreement have been completed, the Architect shall, at its sole cost and expense, carry and maintain the insurance coverage's as set forth below. Evidence of such insurance shall be provided to the District by delivering copies of the policies or certificates of insurance setting forth the required coverage. The insurance required hereunder shall provide for the following coverage's and limits with companies properly licensed and satisfactory to the District:
- 10.1.1 Worker's Compensation and Employers Liability Insurance in Architect's name with limits of liability under the Employer's Liability of not less than \$1,000,000.00 for bodily injury by accident; \$1,000,000.00 per employee for bodily injury by disease; \$1,000,000.00 for bodily injury by disease.
- 10.1.2 Commercial General Liability Insurance in the Architect's name, with bodily injury limits of not less than \$1,000,000.0 each occurrence, and \$2,000,000.00 in aggregate, and property damage limit of not less than \$500,000.00. Such Commercial General Liability Insurance shall include the following liability "hazards": premises and operations liability; personal injury liability; broad form property damage liability; and complete operations liability.
- 10.1.3 Automobile Liability Insurance with an Employer's Non-Districtship Liability Endorsement in Architect's name. Limits of liability shall not be less than \$1,000,000.00 per person and \$1,000,000.00 per accident for bodily injury, and \$1,000,000.00 for property damage.
- 10.1.4 Professional Liability Insurance covering errors and omissions, with limits of liability of not less than \$1,000,000.00.
- 10.2 The following additional specifications and stipulations shall apply to the policies providing the insurance coverage's required of Architect hereunder.
- 10.2.1 The Architect shall submit proof of the required insurance coverage's at the time of the execution of this Agreement.
- 10.2.2 The Architect shall assure that all such coverage's are in full force and effect during the time intervals hereafter stipulated. The initial inception date of all such coverage's shall be the date on which this Agreement is executed. The Professional Liability and all other coverage's (except for the Automobile Liability coverage) shall remain in effect for at least one (1) year after the date of final Completion of the Project and acceptance thereof by the District. The Automobile policy shall remain in effect until at least the date on which the Architect is paid in full under this Agreement. The Architect shall not take action, or omit to take any action that would suspend or invalidate any of the required coverage's during the time period they are required to be in affect.
- 10.2.3 With respect to all Worker's Compensation and Employee Liability coverage's required under this Article, the Architect shall cause such coverage's to be provided on a "primary" basis, regardless of the requirement that the District be named, for some purposes, as an additional insured on the policies of the

Architect and regardless of any other insurance the District may elect to purchase and maintain. Accordingly, no Worker's Compensation or Liability Coverage required of the Architect shall be subject to an "excess" or "pro rata" type of other insurance clauses, nor shall any such coverage be subject to any clause which would be contrary to the aforesaid intent of the parties.

- 10.2.4 No act or omission of any insurance agent or broker shall relieve Architect of any of its obligations under this Agreement. In the event that the Architect fails to acquire and maintain the insurance coverage's as provided herein, the District may procure the same and pay the premium therefore, in which case the cost shall be charged to the Architect or deducted from payments due the Architect hereunder.
- 10.3 Each policy required of the Architect hereunder shall be endorsed to require the insurer to give the District at least thirty (30) days' advance written notice of the insurers intention to: cancel, refuse to renew or otherwise terminate the policy; suspend or terminate any coverage under the policy; or otherwise alter any terms or conditions of the policy or of any renewal policy issued by the same Insurer.
- 10.4 In addition, the District may, at its option, require the Architect to provide additional Project insurance, provided the premiums for such insurance are reimbursed by the District and the District approves in advance, such additional insurance, the company issuing the same, the scope of the coverage thereof and the premiums therefore.
- 10.5 The Architect waives all its rights to subrogation against the District to the extent of any insurance recoveries that may be obtained by the Architect for damages caused by fire or other perils covered by insurance, except such rights as the Architect may have to proceeds of insurance held by the District or any other person as trustee on behalf of the Architect.
- 10.6.1 The Architect shall pay the cost of defense, indemnify and hold the District, its Governing Board, officers, employees and agents, free and harmless from and against any and all claims, demands, causes of action, costs, expenses, liabilities, losses or damages of any kind, in law or equity, arising out of any negligent acts, errors, and omissions, recklessness or willful misconduct of the Architect, its officials, officers, employees, subcontractors, consultants or agents in the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and reasonable attorneys' fees, expert witness fees and other related costs and expenses of defense. The Architect shall pay the cost of defense, with counsel of the District's choosing and at the Architect's own cost, expense, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the District, its Governing Board, officers, employees and agents due to the negligent acts of the Architect. The Architect shall pay and satisfy any judgment, award or decree that may be rendered against the District, its Governing Board, officers, employees and agents in any such suits, actions or legal proceedings. The Architect shall reimburse the District, its Governing Board, officers, employees and agents for any and all legal expenses and costs, including expert witness fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Architect's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its Governing Board, officers, employees and agents.



### **ARTICLE 11 - TERMINATION OF AGREEMENT**

- 11.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- 11.2 The District may suspend or terminate the Architect's services under this Agreement following fifteen (15) days written notice to the Architect because of the failure of Architect to satisfactorily perform or provide prompt, efficient or thorough service or if the Architect fails to complete its services or otherwise comply with the terms of this Agreement. The District shall also have the right in its absolute discretion to terminate this Agreement in the event the District is not satisfied with the working relationship with the Architect and without cause following fifteen (15) days prior written notice from the District to the Architect.
- 11.3 The District has the absolute discretion to suspend or abandon all or any portion of the work on a School facility and may do so upon written notice to the Architect. Upon notice of suspension or abandonment, the Architect shall discontinue any further action on a School facility. If the entire work to be performed on a School Facility is abandoned, the parties shall each be relieved of the remaining executory obligations of the Agreement, as it relates to that School Facility, but shall not be relieved of any obligations arising prior to said abandonment or of obligations related to any other School Facility.
- 11.4 In the event the District terminates, abandons or suspends the work on a School Facility, there shall be due and payable within thirty (30) days following, the total amount paid to said Architect on the basic fee to an amount which bears the same proportion to the total basic fee as the amount of services performed or provided by the Architect prior to the time of such termination, suspension or abandonment of this Agreement bears to the entire services Architect is required to perform or provide for a School Facility. For the purposes of determining the ratio of the Services actually rendered to the total services necessary for the full performance of this Agreement, the division of work set forth in the payment schedule in Paragraph 15.2.2 shall be conclusively deemed to have the values corresponding to the amounts required to be paid by said progress payment schedule. In the event of termination due to a breach of this Agreement by the Architect, the compensation due the Architect upon termination shall be reduced by the amount of damages sustained by the District due to such breach.
- 11.5 Upon termination, abandonment or suspension, the Architect shall deliver to the District all preliminary studies, sketches, working drawing, specifications, computations and all other documents and matters completed by the Architect to which the District would have been entitled at the completion of the Architect's Services.

### **ARTICLE 12 - MISCELLANEOUS PROVISIONS**

- 12.1 Unless otherwise specified, this Agreement shall be governed by the laws of the State of California.
- 12.2 Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendments thereto, all books records and files of the District and Architect connected with the performance to this Agreement shall be subject to the examination

and audit of the State Auditor of the State of California, at the request of the District or as part of any audit of the District, for a period of three (3) years after final payment is made under this Agreement. The Architect shall preserve and cause to be preserved such books, records and files for the audit period.

- 12.3 Unless exempted, the Architect shall comply with the requirements of Education Code section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its consultants on the Project also comply with the requirements of section 45125.1. To this end, the Architect and its consultants must provide for the completion of the certification form incorporated herein by reference prior to any of the Architect's employees, or those of any other consultants, coming into contact with the District's pupils.

### **ARTICLE 13 - SUCCESSORS AND ASSIGNS**

- 13.1 The District and the Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement, and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the District nor the Architect shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

### **ARTICLE 14 - EXTENT OF AGREEMENT**

- 14.1 This Agreement represents the entire and integrated agreement between the District and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the District and the Architect.
- 14.2 Nothing contained herein shall be deemed to create any contractual relationship between the Architect or any of the Contractors, Subcontractors or material suppliers on the Project; nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the District or the Architect which does not otherwise exist without regard to this Agreement.

### **ARTICLE 15 - BASIS OF COMPENSATION**

The District shall compensate the Architect for the Scope of Services provided, in accordance with Article 4, Payments to the Architect, and the other Terms and Conditions of this Agreement, as follows:

- 15.1 **AN INITIAL PAYMENT** of -ZERO- dollars (\$0.00) shall be made upon execution of this Agreement and credited to the District's account as follows:

#### **15.2 BASIC COMPENSATION FOR ARCHITECTURAL SERVICES**

- 15.2.1 **FOR BASIC SERVICES**, as described in Paragraphs 2.1 through 2.6, and any other services included in Article 15 as part of Basic Services, Basic Compensation shall be computed as follows:

A fee for basic services shall be calculated based upon one of three methods:

- a. A lump sum fee as defined in paragraph 15.3
- b. Per new construction fee schedule Exhibit "B"
- c. Per renovation/modernization fee schedule Exhibit "C"

It is understood and agreed to by all parties that the detailed definition of scope of work, schedule, and construction cost for the project outlined in Exhibit "A" represent the total services provided for the project. Should the District change the scope of work, schedule, or construction cost of the project the calculated fee would change based upon the increase work effort.

- 15.2.2 Compensation is based on a Percentage of Construction Cost or as a Lump Sum Fee, payments for Basic Services shall be made as provided in Subparagraph 6.1.2, so that Basic Compensation for each Phase shall equal the following percentages of the total Basic Compensation payable:

Schematic Design Phase:	15%
Design Development Phase:	15%
Construction Documents Phase:	40%
DSA Approval:	5%
Bidding or Negotiation Phase:	3%
Construction Phase:	20%
Project DSA Close-Out	2%

- 15.3 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES**, as described in Paragraph 2.7, compensation shall be computed separately in accordance with Subparagraph 2.7.2. The District agrees to pay the Architect compensation for such services beyond basic services as follows:  
The personnel expense (Direct Personnel Expenses is defined as the direct salaries of all the Architect's personnel engaged on the Project, and the portion of the cost of their mandatory and customary contribution and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits) incurred by the Architect in rendering services beyond basic services.

The calculated hourly rates are as follows:

Principal Architect	\$210.00 per hour
Project Manager/Director	\$185.00 per hour
Project Designer	\$170.00 per hour
Project Architect	\$170.00 per hour
Senior Drafter	\$145.00 per hour
Drafter	\$ 95.00 per hour
Clerical	\$ 75.00 per hour
Clerical Specification	\$ 75.00 per hour
Construction Administration	\$ 85.00 per hour

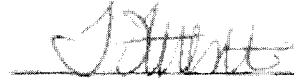
\*To be verified by timesheet audit

**15.4 COMPENSATION FOR ADDITIONAL SERVICES**

- 15.4.1 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Paragraph 2.8, and any other services included in Article 15 as part of Additional Services, but excluding Additional Services of consultants, compensation shall be computed using the same methodology indicated for services beyond basic services, as indicated in Paragraph 15.3.
- 15.4.2 FOR ADDITIONAL SERVICES OF SPECIALITY CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 2.8.20 or identified in Article 15 as part of Additional Services, a multiple of One Hundred Fifteen percent (115%) times the amounts billed to the Architect for such services.
- 15.5 FOR REIMBURSABLE EXPENSES, as described in Article 6, and any other items included in Article 16 as Reimbursable Expenses, a multiple of Ten percent (10%) times the amounts expended by the Architect, the Architect's employees and consultants in the interest of the Project, as referenced in Exhibit "D".
- 15.6 Payments due the Architect and unpaid under this Agreement shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.
- 15.7 The District and the Architect agree in accordance with the Terms and Conditions of this Agreement that:
- 15.7.1 IF THE SCOPE of the Project or the Architect's services is changed materially, the amounts of compensation shall be equitably adjusted.
- 15.7.2 IF THE SERVICES covered by this Agreement have not been completed within the time frame agreed upon, through no fault of the Architect, the amounts of compensation, rates and multiples set forth herein shall be equitably adjusted.

This Agreement entered into as of the day and year first written above.


DISTRICT

  
(Signature)

4/25/13  
(Date)

Terry Fluent  
Director, Purchasing

ARCHITECT

  
(Signature)

7-15-2013  
(Date)

Robert J. Hensley  
Principal, Chairman, WLC Architects, Inc

**EXHIBIT "A"**  
**ARCHITECTS SCOPE OF WORK, SCHEDULE,**  
**BUDGET, AND COMPENSATION**

The Architect agrees to perform all of the basic services to include the Schematic Design Phase, Design Development Phase, Construction Document Phase, and Division of State Architect (DSA) Approval Phase and any Additional Services when authorized in advance in writing by the Districts authorized representative in accordance with the provisions hereinafter contained in this agreement.

- Identified Projects:
- A. DSA Closeout Assessment
    - 1. Barcelona Hills Elementary
    - 2. Viejo Elementary
    - 3. Crown Valley Elementary
    - 4. Del Obispo Elementary
    - 5. Carl Hankey Elementary
  - B. CNG Fueling Station
  - C. Other projects as needed

While the terms and conditions contained within the base agreement outline the general working relationship between the District and the Architect, the content of Exhibit "A" shall govern the specifics for this project.

**EXHIBIT "A"****ARCHITECT'S FEE SCHEDULE****Hourly rate:**

<i>Personnel Classification</i>	<i>Hourly Rate</i>
Principal .....	<u>\$210</u>
Project Manager/Director .....	<u>\$185</u>
Project Designer .....	<u>\$170</u>
Project Architect .....	<u>\$170</u>
Senior Drafter .....	<u>\$145</u>
Drafter .....	<u>\$95</u>
Clerical .....	<u>\$75</u>
Clerical Specification .....	<u>\$75</u>
Construction Administration .....	<u>\$85</u>

**The rates set forth in this Schedule "A" shall be valid and not increased during the life of this Agreement.**

**EXHIBIT "B"**  
**NEW CONSTRUCTION FEE SCHEDULE**

1. Compensation for New Construction Projects shall be initially based upon the following fee schedules. After the project scope of work has been finalized and the construction budget has been approved by the school board, the Architectural Compensation shall be converted to a lump sum fee. Regardless of the final bid amount the fee will not be increase unless the district require a change in the project scope of work.

**ARCHITECT'S FEE SCHEDULE**  
**(New Construction)**

1. Nine percent (9%) of the first five hundred thousand dollars (\$500,000.00) of computed cost.
2. Eight and one-half percent (8 1/2%) of the next five hundred thousand dollars (\$500,000.00) of computed cost.
3. Eight percent (8%) of the next one million dollars (\$1,000,000.00) of computed cost.
4. Seven percent (7%) of the next four million dollars (\$4,000,000.00) of computed cost.
5. Six percent (6%) of the next four million dollars (\$4,000,000.00) of computed cost.
6. Five percent (5%) of computed cost in excess of ten million dollars (\$10,000,000.00).
7. Four percent (4%) on the cost of factory built portables. (Building cost only all other costs are included in calculation items (1) through (6) above.)

Computed cost equals the total award from the initial construction contract(s), plus the cost of all approved additive contract change orders with the exception of items resulting from errors and omissions on the part of the architect. Base fees shall be calculated utilizing the sum of all awarded prime contractor's bids and the construction manager's general conditions and professional fees for each uniquely advertised portion or phase plus Eighty Percent (80%) of the fee for any non-accepted additive alternate items.

**EXHIBIT "C"**  
**RENOVATION/MODERNIZATION FEE SCHEDULE**

1. Compensation for Renovation/Modernization Projects shall be initially based upon the following fee schedules. After the project scope of work has been finalized and the construction budget has been approved by the school board, the Architectural Compensation shall be converted to a lump sum fee. Regardless of the final bid amount the fee will not be increase unless the district require a change in the project scope of work.

**ARCHITECT'S FEE SCHEDULE**  
**(Reconstruction/Modernization)**

1. Twelve percent (12%) of the first five hundred thousand dollars (\$500,000.00) of computed cost. (\$60,000.00)
2. Eleven and one-half percent (11 1/2%) of the next five hundred thousand dollars (\$500,000.00) of computed cost. (\$57,500.00)
3. Eleven percent (11%) of the next one million dollars (\$1,000,000.00) of computed cost. (\$110,000.00)
4. Ten percent (10%) of the next four million dollars (\$4,000,000.00) of computed cost. (\$400,000.00)
5. Nine percent (9%) of the next four million dollars (\$4,000,000.00) of computed cost. (\$360,000.00)
6. Eight percent (8%) of the computed cost in excess of ten million dollars (\$10,000,000.00).

Computed cost equals the total award from the initial construction contract(s), plus the cost of all approved additive contract change orders with the exception of items resulting from errors and omissions on the part of the architect. Base fees shall be calculated utilizing the sum of all awarded prime contractor's bids and the construction manager's general conditions and professional fees for each uniquely advertised portion or phase plus Eighty Percent (80%) of the fee for any non-accepted additive alternate items.



**EXHIBIT "D"**  
**REIMBURSABLE EXPENSES & SPECIALTY CONSULTANT EXPENSES**

The Architect shall be reimbursed for certain services and costs necessary to perform the services set forth in the Agreement including, but not limited to:

Reimbursable Expenses:

1. Printing
2. Computer Scanning of Documents
3. Specialty Consultants Services Required for the Project
4. State and Local Applications
5. Travel Expenses (only for trips to Sacramento for OPSC/District meetings)

Example of Specialty Consultants:

1. Technology and Multi-Media Planning
2. Acoustical Design Standards
3. Food Services Designer
4. Theater/Lighting Design Consultant
5. Acoustical Engineer
6. Fire Sprinkler Engineer
7. Furniture and Equipment Specifications

The current projected total for all Reimbursable Expenses shall be based upon an initial lump sum budget of \$5,000. Specialty Consultants budget shall be \$0.00. Note that Specialty Consultants are defined as any additional consultants beyond the consultants included within the Basic Services per Article 2. All reimbursable expenses shall be invoiced at 110% of actual cost. The Architect= S Reimbursable Expenses for these services shall not time exceed 5% of the Project Construction Cost in accordance with previous Office of Public School Construction guidelines for General Conditions Costs. At the time the Schematic Design is completed compensation will be adjusted to match the final construction budget.



**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 \_\_\_\_\_

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

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

\_\_\_\_\_  
Title

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

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

### **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 (7<sup>th</sup>) 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	<b>\$1,000,000.00</b>
--	-----------------------

and

Subject to the same limit for each person on account of one accident, in an amount not less than	<b>\$1,000,000.00</b>
--	-----------------------

Property Damage Insurance in an amount not less than	<b>\$1,000,000.00</b>
---	-----------------------

Course of Construction Insurance without exclusion or limitation in an amount not less than	<b>\$1,000,000.00</b>
--	-----------------------

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: [Signature]  
Signature

Terry Fluent  
Print Name

Director, Purchasing  
Title

CONTRACTOR:

By: [Signature]  
Signature

Edwin W. Stewart  
Print Name

CEO  
Title

027953389  
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.**

<b>HOURLY LABOR RATES (Portal to Portal)</b>	<b>Straight Time Per Hour</b>	<b>Overtime Per Hour</b>	<b>Weekend / Holiday Per Hour</b>
1. Supervisor	\$15.00	\$	\$
2. Foreman	\$15.00	\$	\$
3. Laborer	\$15.00	\$	\$

### Quote Equipment Listed or Note Equivalent Make and Model Quoting

<b>EQUIPMENT</b>	<b>RATE</b>	<b>PRICE</b>
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.

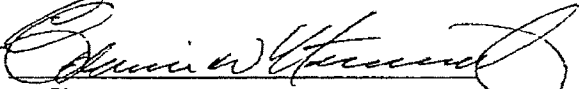
**DISTRICT**

**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

# 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

**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**

<b>HOURLY LABOR RATES (Portal to Portal)</b>	<b>Straight Time Per Hour</b>
<b>1. Supervisor</b>	<b>\$ 13.50</b>
<b>2. Foreman</b>	<b>\$ 13.50</b>
<b>3. Laborer</b>	<b>\$ 13.50</b>

<b>EQUIPMENT</b>	<b>RATE</b>	<b>PRICE</b>
<b>4. 963 Cat Loader</b>	<b>Hourly</b>	<b>\$ 108.00</b>
<b>5. D4C Cat Dozer</b>	<b>Hourly</b>	<b>\$ 103.50</b>
<b>6. John Deere 5525 w/7' scraper, 7' mower, 8' disk</b>	<b>Hourly</b>	<b>\$ 49.50</b>
<b>7. ASV RC 100 Rubber Track Loader w/Bucket and Tine Grapple</b>	<b>Hourly</b>	<b>\$ 49.50</b>
<b>Equivalent: Cat 289c Rubber Track Loader w/attachments</b>	<b>Hourly</b>	<b>\$ 49.50</b>
<b>8. ASV RC 100 Rubber Track Loader w/Chipper</b>	<b>Hourly</b>	<b>\$ 54.00</b>
<b>Equivalent: Cat 289C w/chipper</b>	<b>Hourly</b>	
<b>9. F450 Dump Truck</b>	<b>Hourly</b>	<b>\$ 45.00</b>
<b>10. F650 Dump Truck</b>	<b>Hourly</b>	<b>\$ 54.00</b>



**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**

<b>EQUIPMENT</b>	<b>RATE</b>	<b>PRICE</b>
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.copousd.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.

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.

Exhibit A

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)	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 & Associates, 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

**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

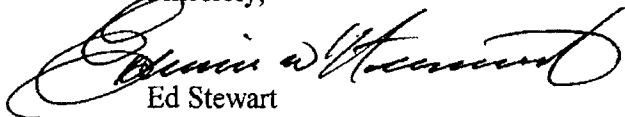
Subject: Extension of Bid No. 1213-02 Weed Abatement Service

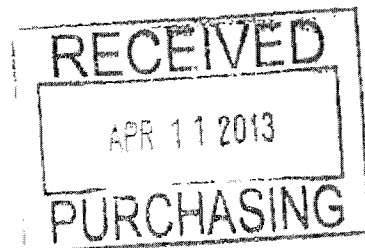
Dear Vicki,

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	\$ 13.50
2. Foreman	\$ 15.00	\$ 13.50
3. Laborer	\$ 15.00	\$ 13.50

		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	\$ 108.00
5. D4C Cat Dozer	Hourly	\$ 115.00	\$ 103.50
6. John Deere 5525 w/7' scraper, 7' mower, 8' disk	Hourly	\$ 55.00	\$ 49.50
7. ASV RC 100 Rubber Track Loader w/Bucket and Tine Grapple	Hourly	\$ 55.00	\$ 49.50
Equivalent: Cat 289c Rubber Track Loader w/attachments	Hourly	\$ 55.00	\$ 49.50
8. ASV RC 100 Rubber Track Loader w/Chipper	Hourly	\$ 60.00	\$ 54.00
Equivalent: Cat 289C w/chipper	Hourly	\$ 60.00	\$ 54.00
9. F450 Dump Truck	Hourly	\$ 50.00	\$ 45.00
10. F650 Dump Truck	Hourly	\$ 60.00	\$ 54.00

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	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





CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 12, 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. Abney, Kelly	ASB Worker	District Initiated	11/03/2009	01/27/2014
2. Betts, Deidre	HS Media Tech	Retirement	11/29/1993	02/28/2014
3. Bune, Delius	ASB Worker	District Initiated	02/27/2010	02/04/2014
4. Carter, Meghan	IF-Sp Ed	Personal	10/31/2011	12/20/2013
5. Cary, Patrick	ASB Worker	District Initiated	02/27/2010	02/04/2014
6. Dalton, Bobby	Custodian IV	Retirement	09/12/1995	01/31/2014
7. Donnowitz, Matthew	MS Campus Supvr	Continue Education	09/26/2013	02/05/2014
8. Ericson, Nol	Sch Bus Driver	Other Employment	08/23/1999	11/29/2013
9. Evans, Lauren	Walk on coach	District Initiated	11/16/2009	02/04/2014
10. Hallgren, Ashley	ASB Worker	District Initiated	02/27/2010	02/04/2014
11. Jacobs, Andrew	ASB Worker	District Initiated	09/01/2010	01/28/2014
12. Jacobson, Mary	IF-Sp Ed	Personal	08/25/2004	01/06/2014
13. Lee, Katherine	ASB Worker	District Initiated	02/01/2010	02/04/2014
14. Lewis, Courtney	Walk on coach	District Initiated	11/30/2009	02/04/2014
15. Luna Alvarez, Evelin	Inst Asst-Sp Ed	Personal	09/09/2013	02/07/2014
16. Mansfield, Chelsae	Inst Asst-Sp Ed	Continue Education	03/29/2013	01/31/2014
17. McAuliffe, Carol	Sub IF-Sp Ed	Personal	01/10/2007	01/17/2014
	Sub IBI Asst/Tutor			
18. Mulvaney, Joan	ASB Worker	District Initiated	02/01/2010	02/04/2014
19. Orlandos, Nicholas	ASB Worker	District Initiated	07/01/2006	02/04/2014
20. Peleaux, Candy	IF-Sp Ed	Personal	09/25/2013	01/27/2014
21. Rosenfield, Penny	Elem Library Tech	Personal	08/29/2005	01/31/2014
22. Skachenko, Lauren	ASB Worker	District Initiated	11/21/2011	02/04/2014
23. Tran, Philip	Tech Support Specialist I	Other Employment	08/20/2012	02/06/2014
24. Weber, Meredith	Walk on coach	District Initiated	02/27/2010	02/04/2014
25. Williams, Alison	ASB Worker	District Initiated	08/30/2010	02/04/2014
26. Williamson, Wayne	ASB Worker	District Initiated	02/08/2010	01/27/2014
27. Woelk, Rocke	Custodian I	Retirement	11/24/1986	02/02/2014

**APPROVE EMPLOYMENT**

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
28. Alvarado, Agustin	Groundskeeper (12mo/40hpw)	\$ 2,901.12 mo	R27-1	02/13/2014
29. Wachman, Tiffany	IBI Asst/Tutor (9.5mo/40hpw)	\$ 2,693.98 mo	R24-1	02/18/2014
30. Huffman, Anna	Activities Account Clerk (10.75mo/40hpw)	\$ 3,124.19 mo	R30-1	02/13/2014

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 12, 2014  
Classified Employees

**APPROVE EMPLOYMENT (Cont.)**

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
31. Arancivia, Samuel	Sch Bus Driver (9.5mo/per bid)	\$17.48 hr	R28-1	02/13/2014
32. Barnes, Justin	Theater Tech (9.5mo/17.5hpw)	\$23.07 hr	R40-1	02/13/2014
33. DePauw, Nicole	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	02/13/2014
34. Eichler, Diann	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	02/13/2014
35. Farias, Maribel	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	02/13/2014
36. Finch, Sara	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	02/13/2014
37. Folley, Jill	Inst Asst-Computer Lab (9.5mo/17.5hpw)	\$13.74 hr	R19-1	02/13/2014
38. Hadley, Jamie	Theater Tech (9.5mo/17.5hpw)	\$23.07 hr	R40-1	02/13/2014
39. McClendon, Lourdes	Blngl Comm Svcs Liaison (9.5mo/17.5hpw)	\$15.16 hr	R23-1	02/13/2014
40. McFarlane, Jason	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	02/13/2014
41. Ogaz, Carolina	Blngl Comm Svcs Liaison (9.5mo/17.5hpw)	\$15.16 hr	R23-1	02/18/2014
42. Rivera, Veronica	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	02/13/2014
43. Sabers, Rena	Intermediate Office Asst (10.75mo/30hpw)	\$15.93 hr	R25-1	02/13/2014
44. Stillman, Kelsey	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	02/13/2014
45. Warth, Jamie	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	02/13/2014
46. Weston, Karen	Health Asst (9.5mo/17.5hpw)	\$16.74 hr	R27-1	02/18/2014

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**APPROVE EMPLOYMENT (Cont.)**

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
47. Baker, Victoria	IF-Sp Ed	\$14.79 hr	R22-1	02/13/2014
48. Carbello, Elizabeth	Student Supvr	\$10.00 hr		02/13/2014
49. Evans, Lisa	Inst Asst-Sp Ed	\$14.08 hr	R20-1	02/13/2014
50. Hamilton, Jeffrey	Student Supvr	\$10.00 hr		02/13/2014
51. Jacobson, Mary	IF-Sp Ed	\$14.79 hr	R22-1	02/13/2014
52. Khatami, Mehran	Student Supvr	\$10.00 hr		02/13/2014
53. Kolp, Elizabeth	Activities Account Clerk	\$18.02 hr	R30-1	02/13/2014
54. Mansfield, Chelsae	Inst Asst-Sp Ed	\$14.08 hr	R20-1	02/13/2014
55. McCarville, Suzette	Inst Asst-Sp Ed	\$14.08 hr	R20-1	09/09/2013
56. McNee, Debra	IF-Sp Ed	\$14.79 hr	R22-1	02/13/2014
57. Naik, Priya	Student Supvr	\$10.00 hr		02/13/2014
58. Razzazian, Melody	Inst Asst-Sp Ed	\$14.08 hr	R20-1	09/09/2013
59. Shimogawa, Debra	Inst Asst-Sp Ed	\$14.08 hr	R20-1	09/09/2013
60. Shukla, Pratiksha	Inst Asst-Sp Ed	\$14.08 hr	R20-1	02/13/2014
	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	
61. Smith, Kristin	Inst Asst-Sp Ed	\$14.08 hr	R20-1	02/13/2014
62. Summers, Denice	Student Supvr	\$10.00 hr		02/13/2014
63. Summers, Lisa	FS Worker	\$12.14 hr	R14-1	02/13/2014
64. Thompson, Angela	Student Supvr	\$10.00 hr		02/13/2014
65. Wendt, Linda	Academic Advisor	\$20.39 hr	R35-1	02/13/2014
66. Zardinejad, Mahnaz	Inst Asst-Sp Ed	\$14.08 hr	R20-1	09/09/2013
<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>		<u>Effective Date</u>
67. Dunn, John	Sch Bus Driver Trainee	\$ 8.00 hr		02/13/2014

**APPROVE CO-CURRICULAR ASSIGNMENTS**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
68. Anderson, Dyanne	Soccer, Girls' Varsity (Asst)	Dana Hills HS	\$ 2,641.00	11/11/2013- 02/14/2014
69. Carey, Peter	Soccer, Boys' Varsity (Head)	San Juan Hills HS	\$ 3,301.00	12/01/2013- 02/01/2014
70. Caudillo, Fabian	Soccer, Boys' Varsity (Asst)	San Clemente HS	\$ 2,641.00	11/11/2013- 02/14/2014

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<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
71. Degelsmith, Daylen	Swim, Girls' Varsity (Asst)	Tesoro HS	\$ 2,641.00	03/01/2014- 05/09/2014
72. Greenwood, Jay	Soccer, Girls' Varsity (Asst)	Dana Hills HS	\$ 2,641.00	11/11/2013- 02/14/2014
73. Guillen, Trayn	Basketball, Girls' (Head)	San Juan Hills HS	\$ 3,521.00	12/01/2013- 02/01/2014
74. Haynes, Monica	Soccer, Girls' Varsity (Asst)	San Juan Hills HS	\$ 2,641.00	12/01/2013- 02/01/2014
75. Hill, Megan	Soccer, Girls' Varsity (Asst)	Aliso Niguel HS	\$ 2,641.00	11/18/2013- 02/06/2014
76. Holbrook, Randall	Softball, Varsity (Head)	San Juan Hills HS	\$ 3,521.00	02/24/2014- 05/06/2014
77. Iltis, Christopher	Lacrosse, Boys' (Head)	Dana Hills HS	\$ 3,301.00	02/14/2014- 06/09/2014
78. Karn, Kimberly	Soccer, Girls' Varsity (Asst)	San Clemente HS	\$ 2,641.00	11/11/2013- 02/14/2014
79. Manette, Etianne	Waterpolo, Girls' Varsity (Asst)	Dana Hills HS	\$ 2,641.00	11/11/2013- 02/14/2014
80. Miramontes, Jesus	Soccer, Girls' Varsity (Asst)	Aliso Niguel HS	\$ 2,641.00	11/18/2013- 02/06/2014
81. Walser, Travis	Soccer, Varsity (Asst)	Aliso Niguel HS	\$ 2,641.00	11/18/2013- 02/06/2014

**APPROVE CIF CO-CURRICULAR ASSIGNMENTS**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
82. Butler, Tim	Track, Boys' Varsity (Asst)	Dana Hills HS	\$ 264.10	05/06/2013- 05/31/2013
83. Crane, Ryan	Track, Girls' Varsity (Head)	Dana Hills HS	\$ 352.10	05/06/2013- 05/11/2013
84. Hall, Rex	Track, Girls' Varsity (Asst)	Dana Hills HS	\$ 264.10	05/06/2013- 05/11/2013

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**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
85. Barker, Leonardo	Football, (Asst)	San Clemente HS	\$ 1,200.00	01/13/2014- 02/28/2014
86. Biehl, Erica	Track, (Asst)	Capistrano Valley HS	\$ 2,640.00	02/10/2014- 04/30/2014
87. Biehn, Roger	Baseball, (Asst)	Capistrano Valley HS	\$ 2,640.00	02/10/2014- 04/30/2014
88. Dalou, Tofic	Basketball, Boys' (Asst)	Dana Hills HS	\$ 1,500.00	11/11/2013- 02/14/2014
89. De La Garza, Doug	Baseball (Asst)	Aliso Niguel HS	\$ 1,500.00	02/10/2014- 05/09/2014
90. Donnels, Chris	Baseball	Dana Hills HS	\$ 2,500.00	12/01/2013- 02/01/2014
91. Efstathiou, Jason	Basketball, Boys' JV (Asst)	Aliso Niguel HS	\$ 2,500.00	11/09/2013- 02/06/2014
92. Furmanski, Jake	Baseball, (Asst)	San Clemente HS	\$ 2,500.00	02/17/2014- 05/16/2014
93. Goodbrand, Ryan	Baseball, (Asst)	Tesoro HS	\$ 3,043.67	12/01/2013- 03/01/2014
94. Hefner, Madelynn	Marching/Visual	Dana Hills HS	\$ 2,000.00	10/01/2013- 01/30/2014
95. Hernandez, Felix	Soccer, Girls' (Asst)	San Clemente HS	\$ 2,200.00	11/11/2013- 02/14/2014
96. Higginson, Pat	Swim, Girls' (Head)	Capistrano Valley HS	\$ 3,300.00	09/09/2013- 01/31/2014
97. Huxford, Brandon	Wrestling, Varsity (Asst)	Aliso Niguel HS	\$ 1,800.00	11/11/2013- 03/07/2014
98. Kerhoulas, Dion	Golf, Boys' (Asst)	San Clemente HS	\$ 2,200.00	02/17/2014- 05/09/2014
99. Kopp, Troy	Football, (Asst)	San Clemente HS	\$ 1,200.00	01/13/2014- 02/28/2014
100. La Bella, Dominick	Baseball, Frosh/Soph (Asst)	San Clemente HS	\$ 2,200.00	02/17/2014- 05/16/2014
101. Leslie, Lauren	Soccer, Girls' (Asst)	San Clemente HS	\$ 2,500.00	11/11/2013- 02/14/2014
102. Maguire, Shane	Baseball, (Asst)	San Juan Hills HS	\$ 2,000.00	01/01/2014- 02/29/2014

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**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
103. Major II, Alton	Color Guard (Auxiliary)	Dana Hills HS	\$ 1,500.00	07/16/2013-08/31/2013
			\$10,000.00	09/01/2013-06/06/2014
104. Manette, Etianne	Waterpolo, Girls'	Dana Hills HS	\$ 2,600.00	09/02/2013-11/15/2013
105. McCormack, Christopher	Football, (Asst)	San Clemente HS	\$ 1,200.00	01/13/2014-02/28/2014
106. McFadden, Steven	Volleyball, Boys' (Asst)	San Juan Hills HS	\$ 2,250.00	01/09/2014-05/06/2014
107. Meledy, Tim	Track, (Asst)	Capistrano Valley HS	\$ 2,640.00	02/10/2014-04/30/2014
108. Merrill, Fred	Waterpolo, Girls' Frosh/Soph	San Clemente HS	\$ 2,200.00	11/11/2013-02/14/2014
109. Miller, Matthew	Volleyball, Boys' (Asst)	San Clemente HS	\$ 2,500.00	02/17/2014-05/07/2014
110. Montecinos, Oscar	Baseball, (Asst)	San Clemente HS	\$ 1,750.00	02/17/2014-05/16/2014
111. Montrella, Anthony	Swim, Boys' (Asst)	Capistrano Valley HS	\$ 2,640.00	01/07/2014-02/09/2014
			\$ 2,640.00	02/15/2014-05/01/2014
112. Payne, Ron	Baseball, (Asst)	San Clemente HS	\$ 3,000.00	01/04/2014-02/14/2014
			\$ 2,500.00	02/17/2014-05/16/2014
113. Peeler, Dani	Swim, Girls'	Capistrano Valley HS	\$ 2,640.00	09/09/2013-01/31/2014
114. Pomeroy, Bob	Baseball, (Asst)	Capistrano Valley HS	\$ 2,640.00	02/10/2014-04/30/2014
115. Ponzi, Brian	Lacrosse, Boys' (Asst)	Capistrano Valley HS	\$ 2,640.00	02/22/2014-04/30/2014
116. Price, Chris	Baseball, (Asst)	Capistrano Valley HS	\$ 2,640.00	02/10/2014-04/30/2014
117. Reid, Melissa	Music Instructional Coach	Tesoro HS	\$ 4,365.00	09/01/2013-05/31/2014
118. Reidling, Keeran	SOCSA Coach	Dana Hills HS	\$10,000.00	02/01/2014-06/30/2014

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<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
119. Reifenstein, Kristina	Choreographer	Aliso Niguel HS	\$ 1,000.00	01/08/2014- 03/31/2014
120. Samuelson, Mark	Baseball, (Asst)	Aliso Niguel HS	\$ 3,300.00	02/10/2014- 05/09/2014
121. Schooler, Tom	Football, Freshman (Asst)	Dana Hills HS	\$ 3,000.00	08/30/2013- 11/08/2013
122. Schultz, Brian	Golf, Boys' (Asst)	Capistrano Valley HS	\$ 2,200.00	02/14/2014- 04/30/2014
123. Slye, Laura	Softball, (Asst)	San Clemente HS	\$ 3,000.00	02/17/2014- 05/16/2014
124. Stuart, Cris	Drama Coach	Tesoro HS	\$ 3,000.00	01/15/2014- 06/25/2014
125. Triggs, Adriana	Strings Coach	DJAMS	\$ 2,065.00	12/02/2013- 06/14/2014
126. Williams, Blake	Basketball, Boys' Varsity (Asst)	San Juan Hills HS	\$ 1,000.00	12/01/2013- 02/01/2014
127. Wylie, David	Baseball, (Asst)	Aliso Niguel HS	\$ 1,750.00	02/10/2014- 05/09/2014
128. Yarbor, Makenna	Soccer, Girls' (Asst)	Aliso Niguel HS	\$ 1,250.00	11/18/2013- 02/13/2014
129. Zamora, Peter	Baseball, (Asst)	Capistrano Valley HS	\$ 2,640.00	02/10/2014- 04/30/2014

**APPROVE EMPLOYMENT PENDING CLEARANCES**

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
130. Cortez, Monique	HS Library Media Clerk (10.5mo/40hpw)	\$ 2,564.17 mo	R22-1	02/13/2014
131. Mannaert, Jacob	Transportation Inventory Storekeeper (12mo/40hpw)	\$ 3,364.41 mo	R33-1	02/13/2014

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**APPROVE EMPLOYMENT PENDING CLEARANCES (Cont.)**

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
132. Mae Leah, Conrad	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$ 14.08 hr	R20-1	02/13/2014
133. Saalberg, Janet	IF-Sp Ed (9.5mo/17.5hpw)	\$ 14.79 hr	R22-1	02/13/2014

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
134. Hartnett, Nancy	Inst Asst-Sp Ed Presch	\$ 13.74 hr	R19-1	02/13/2014
	Inst Asst-Sp Ed	\$ 14.08 hr	R20-1	
	IF-Sp Ed	\$ 14.76 hr	R22-1	

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
135. Dunn, John	Sch Bus Driver Trainee	\$ 8.00 hr	07/10/2013- 07/13/2013
136. Potts, Chloe	Cheer Coach	\$2,200.00	02/13/2014
137. Rose, Jill	ASB Support Staff	\$4,987.50	09/09/2013- 02/07/2014

**APPROVE PROMOTION**

<u>Name</u>	<u>Former Position</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
138. Baker, Karen	Elem Sch Clerk (10.5mo/40hpw)	Office Mgr (10.5mo/40hpw)	R33-6	01/07/2014- 01/31/2014
139. Baker, Karen	Elem Sch Clerk (10.5mo/40hpw)	Office Mgr (10.5mo/40hpw)	R33-6	02/01/2014- 02/21/2014
140. Carrillo, Juan	Custodian III (12mo/40hpw)	Custodian IV (12mo/40hpw)	R30-15	02/03/2014- 04/01/2014
141. Jakovich, Linda	Elem Sch Clerk (10.5mo/40hpw)	Elem Sch Office Mgr (10.5mo/40hpw)	R33-10	02/13/2014
142. Packard, Jill	Academic Advisor (10.75mo/40hpw)	Info Systems Spec I (12mo/40hpw)	R44-10	02/13/2014
143. Rogers, Malissa	Sch Clerk II (10mo/40hpw)	Attendance Clerk (10mo/40hpw)	R26-6	10/21/2013- 12/13/2013
144. Shapero, Stacey	Intermediate Office Asst (12mo/40hpw)	Staff Secretary (12mo/40hpw)	R33-1	02/13/2014



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**APPROVE REASSIGNMENTS**

<u>Name</u>	<u>Former Position</u>	<u>Reassignment</u>	<u>Range Step</u>	<u>Effective Date</u>
145. Lewis, Therese	Elem Library Tech (9.5mo/17.5hpw)	HS Library Media Clerk (10.5mo/40hpw)	R22-5	02/13/2014

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT  
PAY AT REGULAR RATE OF PAY**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
146. Abouziab, Nada	Presch Resource Teacher TAA NTE 20 hrs (Additional hours to assist with Bracken testing of all incoming kindergarten students at San Juan Elem)	01/10/2014- 06/24/2014
147. Adams, Stephanie	Student Supvr TAA NTE 40 mpw (Music prep support for combo teacher)	01/23/2014- 06/20/2014
148. Aguirre, Maria	Inst Asst-Presh TAA NTE 25 hrs (Extended childcare for students taking Saddleback Psychology class offered after school on Serra's campus. Class is on Wed. and will require 1hr and 35 min additional childcare)	02/12/2014- 06/24/2014
149. Becker, Estela	Student Supvr TAA NTE 1.2 hpw (Cover/watch a combination grade level classroom during Block music)	01/13/2014- 06/24/2014
150. Bergman, Linnay	Student Supvr TAA NTE 40 mpw (Music prep support for combo teacher)	01/21/2014- 06/20/2014
151. Casteneda, Juana	Student Supvr TAA NTE 12 hrs (Provide childcare during Padres Promotores classes on Saturday)	01/11/2014- 01/25/2014
152. Cibrian, Maria	Student Supvr TAA NTE 24 hrs (Provide childcare during the Latino Literacy Project presented for the parents at San Juan Elementary school)	12/19/2013- 06/24/2014
153. Dishno, Karen	Campus Supvr TAA NTE 38 hrs (Additional supervision necessary for student safety)	02/01/2014- 06/24/2014
154. Doolin, Bridget	Student Supvr TAA NTE 80 minutes (Student supervision for a 4/5 combination class for music time)	01/27/2014

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<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
155. Dunn, John	Sub Sch Bus Driver TAA NTE 20 hrs (Training from 7/10/13-7/31/13)	07/10/2013- 07/31/2013
156. Glesener, Patricia	Presch Teacher TAA NTE 20 hrs (Attend IEP's as pre requirement for Special Education)	01/23/2014- 06/30/2014
157. Gonzalez, Sarah	Speech Pathology Asst TAA NTE 40 hrs (Provide language/literacy support to students during Marco Forster's after school program)	02/10/2014- 06/20/2014
158. Granados, Silvia	Student Supvr TAA NTE 2 hrs (Provide childcare during the Latino Literacy Project presented for the parents at San Juan Elementary school)	12/19/2013- 06/24/2014
159. Harrison, Eva	BIngl Inst Asst TAA NTE 30 hrs (Assist with interpretation/translation services for the district meetings including the Superintendent forums)	01/15/2014- 06/25/2014
160. Hernandez, Myrna	BIngl Elem Sch Clerk TAA NTE 3 hrs (Interpret during Del Obispo's reading night on 2/13/14)	02/13/2014
161. Hickey, Jodi	Inst Asst-Sp Ed TAA NTE 40 mpw (Block Music release for Mrs. O'Malley who has a 34d/4 <sup>th</sup> grade combination class)	01/16/2014
162. Kawafuchi, Denise	Student Supvr TAA NTE 0.7 hrs (Supervise students during music time on Fridays from 11am - 11:40am)	01/24/2014- 06/24/2014
163. Larkin, Nancy	Inst Asst-Presch TAA NTE 25 hrs (Extended childcare for students taking Saddleback Psychology class offered after school on Serra's campus. Class is on Wed. and will require 1hr and 35 min additional childcare)	02/12/2014- 06/24/2014
164. Martinez, Zonia	BIngl Comm Svcs Liaison TAA NTE 60 hrs (Provide parent education, translation and outreach to English learner parents)	01/13/2014- 02/28/2014
165. McMains, Kristine	Student Supvr TAA NTE 1.5 hrs (Cover block music time - active supervision of students)	01/28/2014- 06/19/2014

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<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
166. Mickle, Jacqueline	Presch Teacher TAA NTE 20 hrs (To attend IEP's as per requirement of Special Ed)	09/09/2013- 06/30/2014
167. Milligan, Debra	Presch Teacher TAA NTE 52 hrs (Fee based teacher helped State preschool classroom at Oak Grove)	10/01/2013- 06/30/2014
168. Perez, Aleida	Blngl Comm Svcs Liaison TAA NTE 24 hrs (Assist with McKinney-Vento shoe distribution and support services)	01/13/2014- 01/31/2014
169. Perez, Rosa	Student Supvr TAA NTE 9 hrs (Provide childcare during the Latino Literacy Project presented for the parents at San Juan Elementary school)	12/19/2013- 06/24/2014
170. Reategui, Cesar	Blngl Comm Svcs Liaison TAA NTE 12 hrs (Provide parent education, translation, and outreach to English learner parents)	01/22/2014- 03/31/2014
171. Rodriguez, Nascina	Testing Asst TAA NTE 200 hrs (Additional hours for Language Assessment Scales (LAS) and CELDT)	03/01/2014- 06/30/2014
172. Romero, Magdalena	Blngl Comm Svcs Liaison TAA NTE 3 hrs (Interpret during Del Obispo's Reading night on 2/13/2014)	02/13/2014
173. Seymour, Annmarie	IF-Sp Ed TAA NTE 56 hrs (Additional program support for four special needs students at science camp)	05/20/2014- 05/23/2014
174. Shrader, Erika	Inst Asst-Sp Ed TAA NTE 7.25 hrs (To attend Capistrano Autism Training CAT class)	10/08/2013- 10/29/2013
175. Vargas, Sonia	Student Supvr TAA NTE 4 hrs (Provide childcare during the Latino Literacy Project presented for the parents at San Juan Elementary school)	12/19/2013- 06/24/2014
176. Vermillion, Diana	Campus Supvr TAA NTE 38 hrs (Additional supervision necessary for student safety)	02/01/2014- 06/24/2014

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PAY AT REGULAR RATE OF PAY (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
177. Villegas, Graciela	Student Supvr TAA NTE 2 hrs (Provide childcare during the Latino Literacy Project presented for the parents at San Juan Elementary school)	12/19/2013- 06/24/2014
178. Villegas, Graciela	Student Supvr TAA NTE 6 hrs (Provide childcare during Padres Promotores classes on Saturday)	01/25/2014
179. Winterbottom, Kelsey	Student Supvr TAA NTE 40 mpw (Block Music release for Mrs. O'Malley who has a 34d/4 <sup>th</sup> grade combination class)	01/16/2014
180. Wykoff, Patricia	Student Supvr TAA NTE 10 hrs (Supervise children during parent ELAC meeting)	12/01/2013- 06/04/2014

**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>
181. Brownson, Marjorie	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-1	10/16/2013
182. Cashin, Barbara	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Caregiver-Sp Ed	R19-10	02/13/2014
183. Dolan, Linda	IF-Sp Ed (9.5mo/30hpw)	Inst Asst-Sp Ed	R20-10	10/16/2013
184. El Arabi, Rexene	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-1	12/01/2013- 06/30/2014
185. El Arabi, Rexene	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-1	01/07/2014
186. Erickson Neena	IF-Sp Ed (9.5mo/30hpw)	Inst Asst-Sp Ed	R20-10	10/16/2013
187. Erickson, Neena	IF-Sp Ed (9.5mo/30hpw)	IF-Sp Ed	R22-10	10/16/2013
188. Forrester, Deborah	Health Asst (9.5mo/17.5hpw)	Elem Sch Clerk	R26-3	01/07/2014

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**APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED  
FOR VACANT POSITION OR ABSENT EMPLOYEE (Cont.)**

<u>Name</u>	<u>Current Position</u>	<u>Position Sub As Needed</u>	<u>Range Step</u>	<u>Effective Date</u>
189. Gilbert, Cambra	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-3	01/27/2014
190. Hanson, Robin	Sub MS Campus Supvr	Inst Asst-Sp Ed	R20-1	09/09/2013- 06/24/2014
191. Johnson, Christina	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-1 R22-3	01/13/2014
192. Junio, Jennifer	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-3	10/16/2013
193. Keller, Jennifer	Food Service Cashier (9.5mo/15hpw)	Elem Sch Clerk	R26-6	01/13/2014
194. Khatib, Jacqueline	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Office Mgr IF-Sp Ed	R33-6 R22-2	01/10/2014- 06/24/2014
195. Listiak, Maria	IF-Sp Ed (9.5mo/32.5hpw)	IF-Sp Ed	R22-6	12/02/2013
196. Maloney, Lisa	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-4	10/16/2013
197. Massaro, Michelle	IF-Sp Ed (9.5mo/32.5hpw)	Inst Asst-Sp Ed	R20-4	10/16/2013
198. McSwain, Monica	IF-Sp Ed (9.5mo/30hpw)	Inst Asst-Sp Ed	R20-6	10/16/2013
199. Mikhaylovna, Irina	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-1	10/16/2013
200. Molina, Donna	IF-Sp Ed (9.5mo/32.5hpw)	Inst Asst-Sp Ed	R20-10	10/16/2013
201. Pavahnejad, Sophie	LVN (9.5mo/17.5hpw)	Elem Sch Clerk	R26-1	01/13/2014
202. Riley, Linda	IF-Sp Ed (9.5mo/32.5hpw)	Office Mgr Inst Asst-Sp Ed	R33-1 R20-2	10/16/2013
203. Robertson, Charity	Sub HS Campus Supvr	Inst Asst-Sp Ed	R20-1	09/09/2013- 06/24/2014
204. Salimi, Layla	IF-Sp Ed Floater (9.5mo/17.5hpw)	IF-Sp Ed Inst Asst-Sp Ed	R22-1 R20-1	10/16/2013
205. Sebek, Kathy	Student Supvr (9.5mo/12hpw)	Clerk	R23-1	12/01/2013- 12/20/2013

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**APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED  
FOR VACANT POSITION OR ABSENT EMPLOYEE (Cont.)**

<u>Name</u>	<u>Current Position</u>	<u>Position Sub As Needed</u>	<u>Range Step</u>	<u>Effective Date</u>
206. Solis, Bertha	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-1	01/17/2014
207. Stanley, Dawn	Health Asst (9.5mo/17.5hpw)	Inst Asst-Sp Ed	R20-2	06/01/2013- 06/11/2013
208. Thompson, Khanh	Health Asst (9.5mo/17.5hpw)	Sch Secretary I	R27-6	01/10/2014- 06/25/2014
209. Turner, Rodney	Grounds Equipment Operator (12mo/40hpw)	Heavy Equipment Operator	R37-5	12/02/2013- 12/18/2013
210. Velasquez, Kimberly	IF-Sp Ed (9.5mo/35hpw)	Inst Asst-Sp Ed	R20-10	10/16/2013
211. Weston, Karen	Student Supvr (9.5mo/17.5hpw)	Clerk	R23-1	12/01/2013- 12/20/2013
212. Wire-Franchino, Henrietta	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-10	10/16/2013
213. Wirtz, Patricia	IF-Sp Ed (9.5mo/25hpw)	Inst Asst-Sp Ed	R20-2	10/16/2013

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**ACCEPT RESIGNATIONS/TERMINATIONS**

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Arreola, Nicolle	Substitute Teacher	District Initiated	12/11/2012	01/23/2014
2. Avila, Claudia	Substitute Teacher	District Initiated	03/14/2013	01/23/2014
3. Barrera, Tami	Substitute Teacher	District Initiated	10/15/2012	01/23/2014
4. Bernardino, Amanda	Substitute Teacher	District Initiated	09/16/2011	01/23/2014
5. Clark, Melissa	Psychologist	Relocation	08/17/2009	01/30/2014
6. Hastings, David	Substitute Teacher	Voluntary	10/06/2011	02/03/2014
7. Hennessey, Ashley	Substitute Teacher	District Initiated	12/11/2012	01/23/2014
8. Keefe, Kelly	Substitute Teacher	District Initiated	10/12/2011	01/23/2014
9. Kurd-Misto, Tameem	Substitute Teacher	District Initiated	03/12/2013	01/23/2014
10. Labushevicz, Louise	Substitute Teacher	Voluntary	09/05/2006	01/23/2014
11. Love, Heather	Substitute Teacher	District Initiated	09/25/2012	01/23/2014
12. Love-Gonzalez, Debbie	Substitute Teacher	District Initiated	10/25/2012	01/23/2014
13. Lovelady, Ann	Substitute Teacher	District Initiated	09/12/2013	02/04/2014
14. Madsen, Tanya	Substitute Teacher	District Initiated	05/15/2012	01/23/2014
15. McCleary, Daniel	Substitute Teacher	District Initiated	10/11/2012	01/28/2014
16. Miller, Michelle	Substitute Teacher	District Initiated	10/11/2012	01/22/2014
17. Molinari, Bryn	Substitute Teacher	District Initiated	01/30/2012	01/23/2014
18. Morrison, Jennifer	Substitute Teacher	District Initiated	03/14/2013	01/23/2014
19. Neff, Miriam	Substitute Teacher	District Initiated	09/26/2011	01/23/2014
20. O'Toner, Elizabeth	Substitute Teacher	Other Employment	01/09/2014	02/03/2014
21. Pufahl, Wendi	Substitute Teacher	District Initiated	10/12/2011	02/03/2014
22. Ray, Marissa	Substitute Teacher	Voluntary	03/14/2013	01/21/2014
23. Rogers, Wendy	Substitute Teacher	Voluntary	09/12/2013	02/03/2014
24. Rowan, Renee	Director VI, Personnel Services	Retirement	04/10/2012	06/30/2014
25. Sala, Nancy	Substitute Teacher	Other Employment	09/26/2013	02/03/2014
26. Schiefer, John	Substitute Teacher	District Initiated	10/12/2011	01/23/2014
27. Skalsky, Ashley	Substitute Teacher	District Initiated	01/24/2013	01/23/2014
28. Stanley, Jacqueline	Substitute Teacher	District Initiated	10/25/2012	01/23/2014
29. Wang, Carol	Substitute Teacher	District Initiated	10/12/2012	01/23/2014
30. Wiesen, Melissa	Substitute Teacher	District Initiated	09/05/2012	01/23/2014

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**APPROVE EMPLOYMENT**

<u>Name</u>	<u>1st Year Temporary</u>	<u>Annual Salary</u>	<u>Column/ Step</u>	<u>Effective Date</u>
31. Goldbeck, Melissa	District Nurse	\$54,214	A-4	02/13/2014
32. Stevenson, Shaun	Teacher	\$48,899	A-1	02/10/2014

**APPROVE HOME/HOSPITAL TEACHERS**

Pay @ \$35.00 per hour

33. Henry, Lisa	36. Sanchez, Stephanie
34. Place, Sue	37. Shick, Allison
35. Radley, Kirstee	

**APPROVE SUBSTITUTE TEACHERS**

Pay @ \$90.00 per day

38. Berneking, Brian	42. Lewis, Monica
39. Cragin, Kathleen	43. McLennan, Shelley
40. Dockery, Tasha	44. Normann, Jeffrey
41. Igarashi, Emily Jo	

**APPROVE SUBSTITUTE SPEECH PATHOLOGIST**

Pay @ \$400.00 per day

45. Staricka, Lael

**APPROVE 6/5<sup>th</sup> ASSIGNMENT 2<sup>nd</sup> SEMESTER**

46. Aston, Melanie	60. Garrett, Steve
47. Boyle, Jeanette	61. Gerhard, Dru
48. Busenkell, William	62. Gottdank, Alex
49. Campbell, Bryan	63. Groothuis, Mark
50. Carlisle, John	64. Hackstadt, P. Michael
51. Carr, Marian	65. Harnett, Patrick
52. Chance, Peter	66. Harney, Jason
53. Corbett, Kevin	67. Mills, Amber
54. Cummings, Laurie	68. Olinger, Cathy
55. Cunningham, Craig	69. Pinon, Ryan
56. Delcamp, James	70. Takach, Eric
57. Delprato, Kelly	71. Theurer, Todd
58. Frommholz, Eric	72. Whitmore, Linda
59. Gant, Tina	



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**APPROVE ASSIGNMENT ADJUSTMENT**

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
73. Dagley, Jeana	Teacher – 100%	TOSA-TAP II	02/10/2014

**APPROVE ADDITIONAL ASSIGNMENTS**

To Teach Homework Club – Multiple Sites  
Not to exceed 130 hours instructional pay @ \$35.00 per hour  
01/07/2014-06/20/2014

74. Brown, Rocky	77. Steidle, Gwynne
75. Fragassi, Joe	78. White, Kathleen
76. Peterson, Susan	

To Teach After School Lexia and FastMath Fraction Nation Class to ELD Students – Ambuehl Elem  
Not to exceed 15 hours instructional pay @ \$35.00 per hour  
01/07/2014-06/24/2014

79. Antonius, Terence

To Provide a Prep Day for Long-Term Substitute Teacher – Chaparral Elem  
Not to exceed 3 hours non-instructional pay @ \$30.00 per hour  
09/06/2013

80. Kim, Ann

To Attend a Collaboration Meeting with Parents & Students for Reading Night – Del Obispo Elem  
Not to exceed 3 hours instructional pay @ \$35.00 per hour  
02/13/2014

81. Allen, Carol	90. Ledri, Claudia
82. Comstock, Jessica	91. Link, Barbara
83. Currie, Catherine	92. Lukens, Cynthia
84. Daniel, Stephanie	93. Nelson, Patricia
85. Donsker, Lindy	94. Noyes, Jann
86. Ettinger, Stephanie	95. O'Malley, Sylvia
87. Groves, Kelli	96. Russell, Vicki
88. Harris, Rebecca	97. Wade, Natalie
89. Hehn, Lynette	

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**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

To Teach After School Reading Intervention – Hidden Hills Elem

Not to exceed 23 hours instructional pay @ \$35.00 per hour

01/21/2014-04/25/2014

98. Beltran, Tony  
99. Benjoya, Eve  
100. Morgan, Lynne

101. Roman, Stacy  
102. Russell, Jami  
103. Waters, Linda

To Teach FSEA Classes – Kinoshita Elem

Not to exceed 29 hours instructional pay @ \$35.00 per hour

09/11/2013-06/23/2014

104. Johnson, Marsha

To Prepare for FSEA Classes – Kinoshita Elem

Not to exceed 14.5 hours instructional pay @ \$30.00 per hour

09/11/2013-06/23/2014

105. Johnson, Marsha

To Teach After School Guided Preparation for ADD/SIOP Opportunities – Moulton Elem

Not to exceed 8 hours instructional pay @ \$35.00 per hour

01/20/2014-02/20/2014

106. Anderson, Jill  
107. Brown, Robynne  
108. Campbell, Blake  
109. Ciolek, Steve  
110. Collins, Nancy  
111. Curran, Laurie  
112. Dornan, Marian  
113. Frohling, Sandy  
114. Hansch, Laurie  
115. Jones, Christa  
116. Kimmel, Kurt

117. Love, Jennifer  
118. McGillivray, Janet  
119. McGinley, Cynthia  
120. Morgan, Elizabeth  
121. Neeve, Heidi  
122. Olmstead, Cathie  
123. Olsen, Christine  
124. Picciano, Suzanne  
125. Rivero, Alison  
126. Skorina, Kristie  
127. Zeppa, Amy

To Present the Latino Literacy Project Program to Parents – San Juan Elem

Not to exceed 7.5 hours non-instructional pay @ \$30.00 per hour

12/19/2013-06/24/2014

128. Camacho, Isis  
129. Derrig, Sophia

130. Garcia-Serrato, Martha

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**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

SIOP Training - Tijeras Creek Elem

Not to exceed 20 hours non-instructional pay @ \$30.00 per hour  
01/08/2014-06/25/2014

131. Cox, Melissa  
132. Trainor, Tamara

To Attend Grade Level Planning Meeting – Wood Canyon Elem

Not to exceed 1 hour non-instructional pay @ \$30.00 per hour  
01/16/2014

133. Hughes, Sheri  
134. Longman, Biljana

CLMS Conference Presentation Planning – Bernice Ayer MS

Not to exceed 5 hours non-instructional pay @ \$30.00 per hour  
01/16/2014-02/26/2014

135. Dunn, Camille  
136. Mayer, Mariah

SIOP Planning Meeting – Bernice Ayer MS

Not to exceed 2.5 hours non-instructional pay @ \$30.00 per hour  
01/23/2014-05/21/2014

- |                           |                               |
|---------------------------|-------------------------------|
| 137. Corbett, Kathryn     | 145. Mayer, Mariah            |
| 138. Cummings, Antoinette | 146. Newman, Molly            |
| 139. Dunn, Camille        | 147. Powell, Brooke           |
| 140. Finman, Marie        | 148. Rosien, Jennifer         |
| 141. Fitzgerald, Sheralyn | 149. Wehunt-Gibson, Christine |
| 142. Hine, Patricia       | 150. White, Kathleen          |
| 143. Loukides, Karen      | 151. Woods, Kari              |
| 144. Masri, Jalal         | 152. Zerrer, Anthony          |

To Assist with Technology – Ladera Ranch MS

Not to exceed 15 hours non-instructional pay @ \$30.00 per hour  
01/08/2014-06/25/2014

153. Avera, Stephanie

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**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

To Teach After School Math/ELA Classes – Marco Forster MS

Not to exceed 36 hours instructional pay @ \$35.00 per hour

02/10/2014-06/20/2014

- |                             |                            |
|-----------------------------|----------------------------|
| 154. Almanza, Nadine        | 162. Mulcahy-Olsen, Eileen |
| 155. Burbach, Ruth          | 163. Passarelli, Kendra    |
| 156. Dinh, Ana              | 164. Reina, Renato         |
| 157. Espinoza-Perez, Soraya | 165. Rivadeneyra, Mark     |
| 158. Frommholz, Eric        | 166. Romero, Debra         |
| 159. Gries, Vernon          | 167. Sanabria, Sergio      |
| 160. Martus, Larissa        | 168. Schroeder, Joanne     |
| 161. Miller, Maggie         | 169. Soto, Kenneth         |

To Attend Planning Collaboration Meetings for ADD/CCSS – Niguel Hills MS

Not to exceed 5 hours non-instructional pay @ \$30.00 per hour

01/07/2014-06/20/2014

- |                         |                       |
|-------------------------|-----------------------|
| 170. Averyl, Anne       | 175. Fallman, Katie   |
| 171. Bailey, April      | 176. Halterman, Jody  |
| 172. Bungartz, Melinda  | 177. Hartje, Marian   |
| 173. Castle, John       | 178. Patterson, Susie |
| 174. Clifton, Christine | 179. Tucker, Candice  |

To Teach After School Jazz Band Program – Niguel Hills MS

Not to exceed 57 hours instructional pay @ \$35.00 per hour

02/10/2014-06/23/2014

180. Cummins, Monica

To Teach After School Orchestra Program – Niguel Hills MS

Not to exceed 71 hours instructional pay @ \$35.00 per hour

02/10/2014-06/23/2014

181. Choi, Yeon

To Work on Common Core Instruction for Spanish – Aliso Niguel HS

Not to exceed 3 hours non-instructional pay @ \$30.00 per hour

01/07/2014-01/31/2014

- |                        |                       |
|------------------------|-----------------------|
| 182. Cowan-Ruhlen, Ada | 185. Levy, Matt       |
| 183. Croix, Nora       | 186. Scauso, Caroline |
| 184. Klasna, Tara      | 187. Yount, Paula     |

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**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

To Provide Support to English Learner Students, Staff & Parents – Aliso Niguel HS

Not to exceed 100 hours non-instructional pay @ \$30.00 per hour

10/01/2013-06/24/2014

188. Benstead-Frome, Lori

To Provide Staff Development for Common Core – San Juan Hills HS

Not to exceed 1.5 hours non-instructional pay @ \$30.00 per hour

01/29/2014

189. Alberts, Shannon	222. Koehler, Courtney
190. Baker Jr., John	223. Kolenic Rita
191. Beilstein, Cambria	224. LaRue, Richard
192. Boggio Mocnik, Katherine	225. Lynde, Robert
193. Briggs, Charles	226. Marcus, Lisa
194. Calder, Kristine	227. Martinez, Amber
195. Callier, Kathryn	228. McElroy, Dean
196. Clarke, Sarah	229. Miyamoto, Debra
197. Colt, Jan	230. Moore, Farrel
198. Cowell, Sarah	231. Moreno, Sergio
199. Davis, Bradley	232. Nolan, Catherine
200. Delacruz, Victor	233. Norgren, Ryan
201. Devaney, Brian	234. Norris, Maria
202. Easton, Alexandra	235. Oldroyd, Brenda
203. Flowers, Aaron	236. Osborn, Kristen
204. Fossum, Nolan	237. Peternell, Morgan
205. Garner, Damon	238. Powers, Kari
206. Gidion, Janey	239. Price, Emily
207. Gonzalez, Armando	240. Reason, Denise
208. Gonzalez, Jamie	241. Roberts, Nathan
209. Hall, David	242. Rodriguez, George
210. Hambrick, Kelly	243. Sanchez Bahema, Lorena
211. Hellwig, Christina	244. Sanchez, Karen
212. Henry, Lisa	245. Schmitz, Betsy
213. Hernandez, Juan	246. Schreiber, Ryan
214. Horrigan, Rebecca	247. Serio, Danielle
215. Hunnicutt, Joshua	248. Serrano-Lopez, Alvaro
216. Ivory, Christine	249. Smith, Mishelle
217. Jordheim, Jenna	250. Snedeker, Joseph
218. Kaiser, William	251. Spiers, Robert
219. Keeler, Linda	252. Spiers, Sharon
220. Kincaid, Mitzi	253. Stanga, Kimberly
221. Klingbeil, Katie	254. Stress, Darcie

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**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

To Provide Staff Development for Common Core – San Juan Hills HS (Cont.)

Not to exceed 1.5 hours non-instructional pay @ \$30.00 per hour

01/29/2014

- |                       |                         |
|-----------------------|-------------------------|
| 255. Summers, Robert  | 261. Unzueta, Gabrielle |
| 256. Tatala, Jennifer | 262. Villalba, Fernanda |
| 257. Tinker, James    | 263. Wagner, Mark       |
| 258. Tong, Marlen     | 264. Wang, Melissa      |
| 259. Trumble, Donavon | 265. Wegner, Katie      |
| 260. Tucker, Diane    | 266. Wooten, Jennifer   |

To Provide Staff Development for Common Core – San Juan Hills HS

Not to exceed 1.5 hours non-instructional pay @ \$30.00 per hour

01/29/2014

- |                     |                     |
|---------------------|---------------------|
| 267. Wooten, Jeremy | 268. Zinsli, Sheryl |
|---------------------|---------------------|

To Prepare for the ERWC Presentation – San Juan Hills HS

Not to exceed 2 hours non-instructional pay @ \$30.00 per hour

12/01/2013-12/31/2013

- |                     |                    |
|---------------------|--------------------|
| 269. Callier, Kathy | 271. Tucker, Diane |
| 270. Gidion, Janey  |                    |

Saturday School Proctor – Tesoro HS

Not to exceed 4 hours instructional pay @ \$35.00 per hour

01/11/2014

272. Herwig, Christopher

To Prepare for Induction, BTSA Program Training & Meeting for Participating Teachers – BTSA

Not to exceed 14 hours non-instructional pay @ \$30.00 per hour

09/01/2013-06/12/2014

273. Barrosa, Maria

Honor Concert Duties as Assigned – District Music

Not to exceed 30 hours non-instructional pay @ \$30.00 per hour

02/15/2014-03/15/2014

274. Howard, Andrea

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**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

To Attend ELD Task Force Meeting – Education Division

Not to exceed 2 hours non-instructional pay @ \$30.00 per hour

01/21/2014

- |                           |                         |
|---------------------------|-------------------------|
| 275. Baptiste, Natalie    | 280. Lewis, Elizabeth   |
| 276. Bennett, Katie       | 281. Potnis, Dipali     |
| 277. Benstead-Frome, Lori | 282. Slee, Elisa        |
| 278. Foster, Karin        | 283. Sweeney, Lorena    |
| 279. Jacobson, Jennifer   | 284. Villalba, Fernanda |

To Prepare Curriculum for Upcoming Classes – Education Division

Not to exceed 10 hours non-instructional pay @ \$30.00 per hour

12/01/2013-12/31/2013

285. Sykes, Marie

To Attend Accounting Network Meetings & Workshops

On Evenings & Weekends at OCDE – Education Division

Not to exceed 34 hours non-instructional pay @ \$30.00 per hour

12/01/2013-06/30/2014

286. Slee, Elisa

To Prepare and Teach Science Classes – Education Division

Not to exceed 15 hours non-instructional pay @ \$30.00 per hour

01/20/2014-01/27/2014

- |                        |                   |
|------------------------|-------------------|
| 287. Acero, Teresa     | 289. Reimer, Nona |
| 288. Paz Solden, Paola |                   |

To Review the Visually Impaired Program – Special Education

Not to exceed 70 hours non-instructional pay @ \$55.00 per hour

11/25/2013-04/11/2014

290. Bene Cheri

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**APPROVE CO-CURRICULAR ASSIGNMENTS**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
291. Anderson, Melissa	Outdoor Education, Elementary	Las Flores Elem	\$ 110.00 per night	02/18/2014- 02/21/2014
292. Brown, Rich	Wrestling, Varsity (Asst)	San Clemente HS	\$ 2,641.00	11/11/2013- 12/01/2013
293. Candy, Virginia	Peer Assistance Leadership – 50%	Marblehead Elem	\$ 660.00	12/01/2013- 06/24/2014
294. Colwell, Greg	Wrestling, Varsity (Head)	Aliso Niguel HS	\$ 3,301.00	11/11/2013- 03/07/2014
295. Cordina, Maureen	Outdoor Education, Elementary	Reilly	\$ 110.00 per night	05/20/2014- 05/23/2014
296. Cornejo, Eduardo	Outdoor Education, Elementary	Las Palmas Elem	\$ 110.00 per night	04/01/2014- 04/04/2014
297. Cox, Ryan	Waterpolo, Girls' Varsity (Asst)	Aliso Niguel HS	\$ 2,641.00	11/18/2013- 02/13/2014
298. George, Lorraine	Outdoor Education, Elementary	Reilly Elem	\$ 110.00 per night	05/20/2014- 05/23/2014
299. Hambrick, Kelly	Basketball, Boys' Varsity (Head)	San Juan Hills HS	\$ 3,521.00	12/01/2013- 02/01/2014
300. Hernandez, Juan	Basketball, Boys' Varsity (Asst)	San Juan Hills HS	\$ 3,081.00	12/01/2013- 02/01/2014
301. Hogancamp, Yesenia	Outdoor Education, Elementary	Las Palmas Elem	\$ 110.00 per night	04/01/2014- 04/04/2014
302. Katnik, Lorie	Outdoor Education, Elementary	Las Flore Elem	\$ 110.00 per night	02/18/2014- 02/21/2014
303. Lamb, Julie	Peer Assistance Leadership – 50%	Marblehead Elem	\$ 660.00	12/01/2013- 06/24/2014
304. Linder, Kelly	Outdoor Education, Elementary	Las Flores Elem	\$ 110.00 per night	02/18/2014- 02/21/2014
305. Lynch, Erick	Waterpolo, Varsity (Head) Girls'	Aliso Niguel HS	\$ 3,301.00	11/18/2013- 02/13/2014
306. Marestaing, Marilyn	Outdoor Education, Elementary	Las Flores Elem	\$ 110.00 per night	02/18/2014- 02/21/2014
307. McMurray, Mike	Outdoor Education, Elementary	Reilly Elem	\$ 110.00 per night	05/20/2014- 05/23/2014
308. Moore, Farrel	Soccer, Girls' Varsity (Head)	San Juan Hills HS	\$ 3,301.00	12/01/2013- 02/01/2014
309. Neumann, Richard	Outdoor Education, Elementary	Las Palmas Elem	\$ 110.00 per night	04/01/2014- 04/04/2014



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Certificated Employees

**APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
310. Nielsen, Noelle	Choral – 50%	Vista Del Mar MS	\$ 880.00	01/13/2014- 06/24/2014
	Instrumental Music A - 50%		\$ 880.00	
311. Paz Soldan, Paola	Outdoor Education, Elementary	Las Palmas Elem	\$ 110.00 per night	04/01/2014- 04/04/2014
312. Razi, Tara	Newspaper Advisor, HS	Capistrano Valley HS	\$ 1,760.50	02/10/2014- 06/24/2014
313. Sanchez Bahema, Lorena	Outdoor Education, Elementary	Las Palmas Elem	\$ 110.00 per night	04/01/2014- 04/04/2014
314. Suttles, Andrea	Instrumental Music A - 50%	Vista Del Mar MS	\$ 880.00	09/09/2013- 01/10/2014
	Instrumental Music B - 50%		\$ 880.00	

**APPROVE CIF CO-CURRICULAR ASSIGNMENTS**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
315. Schultz, Brian	Surfing, Varsity (Head)	Capistrano Valley HS	\$ 330.10	03/31/2014- 04/07/2014

**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
316. Bedrosian, Jason	Baseball, (Asst)	Capistrano Valley HS	\$ 3,080.00	02/10/2014- 04/30/2014
317. Brail, Richard	Baseball, Varsity Off Season	Tesoro HS	\$ 3,478.00	12/01/2013- 03/01/2014
318. Cummings, Rod	Golf, Boys' (Asst)	San Clemente HS	\$ 2,200.00	02/17/2014- 05/09/2014
319. Gustafson, Doug	Track, Boys' (Asst)	Capistrano Valley HS	\$ 2,640.00	01/23/2014- 04/30/2014
320. Gustafson, Ryan	Lacrosse, Girls' Off Season	Capistrano Valley HS	\$ 1,000.00	12/01/2013- 01/31/2014

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 12, 2014  
Certificated Employees

**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
321. Hanson, Craig	Baseball, Varsity (Head) Off Season	Aliso Niguel HS	\$ 750.00	01/13/2014- 02/07/2014
322. Ortiz, Jaime	Football, Varsity Off Season	San Clemente HS	\$ 750.00	01/13/2014- 02/28/2014
323. Schefter, Chris	Basketball, Boys' (Asst)	San Clemente HS	\$ 2500.00	11/11/2013- 02/14/2014
324. Wood, Joe	Football, Boys' Off Season	San Clemente HS	\$ 1,500.00	01/13/2014- 02/28/2014

# 2013-2014 Quarterly Report on Williams Uniform Complaints (Required by Education Code Section 35186)

District: Capistrano Unified School District

Person completing this form: Leona Olson

Title: Executive Director, Personnel Services/Compliance

- ☐ Quarter #1 July 1 to September 30, 2013 Report due by October 31, 2013
- ☒ Quarter #2 October 1 to December 31, 2013 Report due by January 31, 2014
- ☐ Quarter #3 January 1 to March 31, 2014 Report due by April 30, 2014
- ☐ Quarter #4 April 1 to June 30, 2014 Report due by July 31, 2014

Date information will be reported publicly at governing board meeting: February 12, 2014

**Please check the box that applies:**

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancies or Misassignments	0		
Facility Conditions	0		
CAHSEE Intensive Instruction & Services (High school districts only)	0		
<b>TOTALS</b>	0		

Print name of Superintendent: Joseph M. Farley, Ed.D.

Signature of Superintendent: \_\_\_\_\_

Date: 1/13/14

**Please submit to:**

Suzie Strelecki  
Senior Administrative Assistant  
200 Kalmus Drive, B-1009  
P.O. Box 9050, Costa Mesa, CA 92628-9050  
(714) 966-4336 or fax to: (714) 549-2657

