

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

BOARD OF TRUSTEES  
Regular Meeting

**Teleconferencing of Meeting**  
**From**  
**33122 Valle Road**  
**San Juan Capistrano, CA 92675**  
**To**  
**54300 Village Center Road**  
**Idyllwild, CA 92649**

November 6, 2013

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

### **AGENDA**

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

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

#### **A. STUDENT EXPULSIONS**

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

**EXHIBIT 3 A1-A3**

#### **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)

### **RECORDING OF SCHOOL BOARD MEETINGS**

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

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

**PLEDGE OF ALLEGIANCE**

**ADOPTION OF THE AGENDA – ROLL CALL**

**REPORT ON CLOSED SESSION ACTION**

**SPECIAL RECOGNITIONS**

*Student Body President's Report – Junipero Serra 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.

**DISCUSSION/ACTION ITEMS**

- 1. RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT APPROVING SCHOOL FACILITIES FINANCING AGREEMENT RELATING TO PLANNING AREAS NO. 1 AND NO. 2 AND COUNTY OF ORANGE ENTITLEMENTS AS TO RANCHO MISSION VIEJO PROJECT AND RELATED AGREEMENT, AUTHORIZING EXECUTION THEREOF AND DELEGATING AUTHORITY AS TO RELATED MATTERS:**

DISCUSSION/  
ACTION  
Page 1  
**EXHIBIT 1**

At the October 9, 2013, Board meeting, the Board was presented with an update on the status of negotiations with the Rancho Mission Viejo Company, LLC regarding the mitigation agreement to address the impact of its planned developments on the District's need for school facilities. Staff will apprise the Board of any changes to the agreement since the last presentation.

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

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

**Staff Recommendation**

It is recommended the Board President recognize Clark Hampton, Deputy Superintendent, Business and Support Services, to present this item.

Following discussion, it is recommended the Board of Trustees adopt Resolution No. 1314-25, Resolution of the Board of Trustees of the Capistrano Unified School District Approving School Facilities Financing Agreement Relating to Planning Areas No. 1 and No. 2 and County of Orange Entitlements as to Rancho Mission Viejo Project and Related Agreement, Authorizing Execution Thereof and Delegating Authority as to Related Matters.

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

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

**2. FACILITIES FUNDING REPORT:**

The Board will receive an update on available facility funds and information on the updated Master Plan and facility needs. The presentation will be posted online on the District Board Agendas and Supporting Documentation page on Friday, November 1, 2013.

***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 information on this item and answer any questions Trustees may have. This is an information item only and no Board action is necessary.

INFORMATION/  
DISCUSSION  
Page 211  
**EXHIBIT 2**

**3. LOCAL CONTROL ACCOUNTABILITY PLAN:**

In June 2013, the Legislature enacted a 2013-2014 State Budget and a new formula for the allocation of funds to school districts known as the Local Control Funding Formula. With this new budget formula, the Legislature revised existing accountability provisions of local education agencies and gave direction to the State Board of Education to adopt regulations on local school district accountability. On or before July 1, 2014, school districts are required to adopt a Local Control Accountability Plan (LCAP) with a description of the annual goals for all students identified pursuant to Education Code §52052, as well as specific actions the district will take during each year of the LCAP to achieve the goals. This is an information/discussion item presenting an overview of the requirements of LCAP.

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

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

Staff Recommendation

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

INFORMATION/  
DISCUSSION  
Page 213  
**EXHIBIT 3**

**4. SELECTION OF SOUTH COAST REGIONAL OCCUPATIONAL PROGRAM BOARD REPRESENTATIVES:**

The South Coast Regional Occupational Program (ROP) Board of Trustees consists of two board members from each of the Capistrano and Laguna Beach Unified Districts. Trustees Alpay and Reardon served as representatives for 2013 with Trustee Bryson serving as the alternate. The ROP Board currently meets the third Thursday of the month at 8:30 a.m. and typically does not have board meetings in April, July, and September. The 2014 schedule will be set at the ROP board's organizational meeting scheduled for December 12, 2013, at 8:30 a.m. There is no financial impact.

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

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

Staff Recommendation

It is recommended the Board select two of its members to serve as ROP board members and one Board member to serve as an alternate for 2014.

DISCUSSION/  
ACTION

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

5. **FIRST READING – REVISIONS TO BOARD POLICY 5165, HEALTH EXAMINATIONS:**

INFORMATION/  
DISCUSSION  
Page 215  
**EXHIBIT 5**

Board Policy 5165, *Health Examinations*, is the governing policy outlining vision and hearing, scoliosis, and sports examination requirements. The policy was adopted in 1997. The recommended changes clarify the language and comply with current law.

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

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

Staff Recommendation

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

**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**

6. **SCHOOL BOARD MINUTES:**

Approval of the minutes of the October 23, 2013, regular Board meeting.

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

Page 219  
**EXHIBIT 6**

**CURRICULUM & INSTRUCTION**

7. **EXPUNGING OF EXPULSION RECORD:**

Approval to expunge a student's expulsion record. Due to the confidential nature of this item, the supporting information 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***

8. **PETITION TO WAIVE CALIFORNIA HIGH SCHOOL EXIT EXAM:**

Approval to waive California Education Code §60851(c) and Board Policy 6162.52 for one student who has completed all requirements for passing the California High School Exit Examination (CAHSEE) subtest in Mathematics and/or English/Language Arts, case number 1314-001. California Education Code §60851(c) and Board Policy 6162.52 provide authority for the Board of Trustees to review and approve waivers for special education students to pass the CAHSEE with modifications stated in the pupil's Individualized Education Program. Supporting information is provided to Trustees under separate cover to protect the student's rights under the Family Educational Rights and Privacy Act. There is no financial impact.

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

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



## **BUSINESS & SUPPORT SERVICES**

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

Page 225  
**EXHIBIT 9**

Approval of purchase orders (Attachment 1) and commercial warrants (Attachment 2). The expenditures related to the listed purchase orders and commercial warrants included in this item were previously authorized as part of the District's budget approval process. The purchase orders total \$1,848,463.66 and the commercial warrants total \$4,054,752.19. 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*

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

Page 251  
**EXHIBIT 10**

Approval of donations of funds and equipment. A number of gifts have been donated to the District, including \$385,933.12 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*

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

Page 253  
**EXHIBIT 11**

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 14 new agreements totaling \$102,776.80, 11 extensions to existing agreements totaling 307,596.28, and 1 extension ratification totaling \$24,000.

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 & 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*

### **12. SPECIAL EDUCATION INFORMAL DISPUTE RESOLUTION:**

Approval of the ratification of special education Informal Dispute Resolution Agreement Case #091613 and Case #102313. 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*

### **13. EXTENSION OF CONSULTANT AGREEMENT – BERGMAN DACEY GOLDSMITH, A PROFESSIONAL LAW CORPORATION:**

Page 369  
**EXHIBIT 13**

Approval of the Extension of Consultant Agreement No. C0910107 with Bergman Dacey Goldsmith, a Professional Law Corporation, to provide legal services as required by the District. The consultant will provide services at the previously negotiated reduced pricing for the renewal period. Annual expenditures under this contract are limited to \$300,000.

*CUSD Strategic Plan Pillar 5: Effective Operations*

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

**14. EXTENSION OF CONSULTANT AGREEMENT – DANNIS WOLIVER KELLEY:**

Page 385  
**EXHIBIT 14**

Approval of the Extension of Consultant Agreement No. C0910099 with Dannis Woliver Kelley to provide legal services, as required by the District. The consultant will provide services at the previously negotiated reduced pricing for the renewal period. Annual expenditures under this contract are limited to \$250,000.

*CUSD Strategic Plan Pillar 5: Effective Operations*

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

**15. EXTENSION OF INDEPENDENT CONTRACTOR AGREEMENT – ALPENSAPRUCES, LLC:**

Page 411  
**EXHIBIT 15**

Approval of the Extension of Independent Contractor Agreement No. I1112088 with AlpenSpruce, LLC to provide services related to the development, training, and deployment of SharePoint software, as required by the District. The consultant will provide services at the previously negotiated reduced pricing for the renewal period. Annual expenditures under this contract are limited to \$75,000.

*CUSD Strategic Plan Pillar 5: Effective Operations*

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

**16. CONTINUOUS PUBLIC NOTICE – DISPOSAL OF SURPLUS PROPERTY:**

Page 429  
**EXHIBIT 16**

Approval of the continuous public notice related to the disposal of District-owned surplus property. Prior to a sale, the District must give public notice. The continuous public notice meets the requirements of the law and allows for timely disposal of items that are obsolete, beyond economical repair, no longer required within the current curriculum, or necessary for any other school purpose. This public notice will be posted at the Capistrano Unified School District Education Center; the Maintenance & Operations Building at the Thornsley Center; and on the Purchasing and Maintenance & Operations websites.

*CUSD Strategic Plan Pillar 5: Effective Operations*

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

**17. GOVERNMENT CLAIM NUMBER 13-13398 DP:**

Denial of Claim 13-13398 DP filed against the District. This item pertains to a claim filed against the District by Maybelle Navarro, guardian and mother of a minor claimant. The claim alleges on October 16, 2012, the student was participating in a Scuba Diving class at Capistrano Valley High School. She is claiming two other students jumped on her and kicked her in the head. Denial of this claim does not have any financial implications on the general fund. This action establishes procedural timelines.

*CUSD Strategic Plan Pillar 5: Effective Operations*

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

**PERSONNEL SERVICES**

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

Page 431  
**EXHIBIT 18**

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*

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

Page 441  
**EXHIBIT 19**

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

*CUSD Strategic Plan Pillar 5: Effective Operations*

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

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

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

**ADJOURNMENT**

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

**THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS WEDNESDAY,  
DECEMBER 11, 2013, 7:00 P.M. AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT  
OFFICE BOARD ROOM, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA**

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

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

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

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

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

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

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

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

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

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

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

### REASONABLE ACCOMMODATION

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

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

November 6, 2013

**RESOLUTION NO. 1314-25**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED  
SCHOOL DISTRICT APPROVING SCHOOL FACILITIES FINANCING  
AGREEMENT RELATING TO PLANNING AREAS NO. 1 AND NO. 2 AND COUNTY  
OF ORANGE ENTITLEMENTS AS TO RANCHO MISSION VIEJO PROJECT AND  
RELATED AGREEMENT, AUTHORIZING EXECUTION THEREOF AND  
DELEGATING AUTHORITY AS TO RELATED MATTERS**

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**BACKGROUND INFORMATION**

On January 28, 2013, September 25, 2013, and October 9, 2013, the Board of Trustees received reports on the status of negotiations between the District and the Rancho Mission Viejo Company, LLC (RMV) to address the impact of RMV's development on the District's need for school facilities.

**CURRENT CONSIDERATIONS**

District staff and consultants have continued to negotiate with RMV based on the feedback received from the Board of Trustees and have completed the following revisions:

1. Joint Use Property Issues
  - a. The Agreement was revised to include a provision to ensure the ongoing capability of Rancho Mission Viejo Master Maintenance Corporation to meet its financial obligations under the Joint Use Agreement.
  - b. The Agreement was revised to give the District an option to purchase the Joint Use Land and Facilities prior to their transfer to any third party.
  - c. The Agreement was revised to clarify that the multipurpose building must be situated on the joint use site to facilitate the usage by the District.
2. Wireless Facility Setback
  - a. The Agreement was revised to provide for a setback of 600 feet from the perimeter of the school property for all wireless facilities.

**FINANCIAL IMPLICATIONS**

The agreements will provide funds for accommodating high school students and building a new school to serve K-8 students from Planning Area No.1 and Planning Area No. 2 of the RMV development.

**STAFF RECOMMENDATION**

It is recommended the Board President recognize Clark Hampton, Deputy Superintendent, Business and Support Services, to present this item.

Following discussion, it is recommended the Board of Trustees adopt Resolution No. 1314-25, Resolution of the Board of Trustees of the Capistrano Unified School District Approving School Facilities Financing Agreement Relating to Planning Areas No. 1 and No. 2 and County of Orange Entitlements as to Rancho Mission Viejo Project and Related Agreement, Authorizing Execution Thereof and Delegating Authority as to Related Matters.

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

**RESOLUTION NO.1314-25**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT APPROVING SCHOOL FACILITIES FINANCING AGREEMENT RELATING TO PLANNING AREAS NO. 1 AND NO. 2 AND COUNTY OF ORANGE ENTITLEMENTS AS TO RANCHO MISSION VIEJO PROJECT AND RELATED AGREEMENTS, AUTHORIZING EXECUTION THEREOF AND DELEGATING AUTHORITY AS TO RELATED MATTERS**

*WHEREAS*, as described in Recital “B” of the proposed School Facilities and Funding Agreement and Option to Purchase School Site (“SFF/Agreement”) on file at the District Office, 33122 Valle Road, San Juan Capistrano, and herein incorporated, the “Owners,” as therein defined, previously obtained the “Entitlements” described in Recital “A” thereof for 14,000 residential dwelling units (“DU”) within the Capistrano Unified School District (“School District”) described therein as the Rancho Mission Viejo Project (“RMV/Project”); and

*WHEREAS*, the Environmental Impact Report of the County of Orange pertaining to the RMV/Project provides for an agreement to be entered into with the School District regarding future grades K-12 school facilities for the RMV/Project and payment of costs therefor (“S/F Mitigation Measure”) which the parties to the SFF/Agreement are implementing as to Planning Area Nos. 1 and 2, and reserving the applicability thereof as to the Planning Area Nos. 3, 4, 5, and 8 of RMV/Project

**NOW THEREFORE, THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:**

1. That the Board of Trustees (“Board”) does hereby approve and authorize the execution of the following agreements:

- a) The SFF/Agreement;
- b) The Rancho Mission Viejo/School District Joint Use Agreement Planning Area 2 School, including the Joint Use Option Agreement (“JU/Agreement” and “JU/OA”) with Rancho Mission Viejo Master Maintenance Corporation (Exhibit “E” to SFF/Agreement and Exhibit “D” to the JU/Agreement);
- c) Deferral, Guaranty and Security Agreement with RMV Community Development LLC (Exhibit “F” to SFF/Agreements);
- d) Memorandum of School Facilities Funding Agreement and Option to Purchase School Site (Exhibit “H” to SFF/Agreement);

- e) Option Agreement with RMV Planning Area 2 Development for Planning Area 2 School Site, including Memorandum of Option Agreement and Purchase Agreement (Exhibit "I" to SFF/Agreement).
- f) Joint Use Option Agreement with Rancho Mission Viejo Master Maintenance Corporation (Exhibit "D" to the JU/Agreement)

2. That the President and Clerk of the Board, or designee, are authorized to execute the above designated agreements on behalf of the School District in substantially the form described herein upon execution thereof by the herein designated parties.

3. That the Board hereby authorized the Superintendent, Deputy Superintendent of Business Services, or their designees, to take all such future actions, and to execute additional documents as are necessary to implement the foregoing described agreements.

**ADOPTED, SIGNED AND APPROVED** this 6th day of November, 2013.

**BOARD OF TRUSTEES OF THE CAPISTRANO  
UNIFIED SCHOOL DISTRICT,**

By \_\_\_\_\_  
**JOHN M. ALPAY**, President, Board of Trustees  
of the Capistrano Unified School District

**ATTEST:**

\_\_\_\_\_  
**ANNA BRYSON**, Clerk, Board of Trustees of the  
Capistrano Unified School District

STATE OF CALIFORNIA    )  
                                      ) ss.  
COUNTY OF ORANGE     )

I, Anna Bryson, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said School District, at a meeting of said Board held on the 6<sup>th</sup> day of November, 2013, and that it was so adopted by the following vote

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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Clerk, Board of Trustees of the Capistrano Unified  
School District



STATE OF CALIFORNIA     )  
  ) ss.  
COUNTY OF ORANGE     )

I, Anna Bryson, Clerk, Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing is a full, true and correct copy of Resolution No.1314-25 of said Board of Trustees, and that the same has not been amended or repealed.

Dated: November 6, 2013

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Clerk, Board of Trustees of the Capistrano Unified  
School District



**SCHOOL FACILITIES AND FUNDING AGREEMENT  
AND OPTION TO PURCHASE SCHOOL SITE**

**by and among**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**and**

**RMV COMMUNITY DEVELOPMENT, LLC, et al**



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SCHOOL FACILITIES AND FUNDING AGREEMENT  
AND OPTION TO PURCHASE SCHOOL SITE

THIS SCHOOL FACILITIES AND FUNDING AGREEMENT AND OPTION TO PURCHASE SCHOOL SITE ("SFF/Agreement") dated as of \_\_\_\_\_, 2013, is entered into by and among CAPISTRANO UNIFIED SCHOOL DISTRICT ("School District"), a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California ("State"), RMV COMMUNITY DEVELOPMENT, LLC, a California limited liability company ("RMV"), RMV PA2 Development, LLC, a California limited liability company ("RMV PA2" and with RMV, "Developers") and each other "Owner" listed in Recital B below.

**RECITALS**

A. The Board of Supervisors of the County of Orange ("County") have approved a General Plan Amendment (Resolution No. 04-291), Zone Change (Resolution No. 04-292/Ordinance No. 04-014), Development Agreement (Resolution No. 04-293/Ordinance No. 04-015) Environmental Impact Report No. 589 ("Project EIR"), Affordable Housing Implementation Agreement ("Affordable Housing Agreement"), and other entitlements (collectively, "Entitlements"), establishing a comprehensive land development and conservation plan for the remaining 22,815 acres of the historic Rancho Mission Viejo. The collective elements of the Entitlements may be referred to as the "Rancho Mission Viejo Project."

B. The owners of the property comprising the developable portions of the Rancho Mission Viejo Project ("Rancho Mission Viejo Property") are Developers, DMB San Juan Investment North, LLC, a Delaware limited liability company, RMV Middle Chiquita, LLC, a California limited liability company, RMV Ranch House, LLC, a California limited liability company, RMV Headquarters, LLC, a California limited liability company, RMV San Juan Watershed, LLC, a California limited liability company, RMV San Mateo Watershed, LLC, a California limited liability company, RMV Blind Canyon, LLC, a California limited liability company, and RMV MC Investment, LLC, a California limited liability company (each, an "Owner" and, collectively, "Owners") and, with respect to Planning Area 1 within the Rancho Mission Viejo Property, William Lyon Homes, Inc., Meritage Homes of California, Inc., Pulte Home Corporation, Ryland Homes of California, Inc., Mission Viejo P8, L.P., Shea Homes, Inc., Standard Pacific Corp., TriPointe Homes, LLC and Ranch Plan Apartments I, LLC (the "PA 1 Merchant Builders"). The Rancho Mission Viejo Property is depicted on Exhibit A attached hereto and described in Exhibit A-1.

C. Developers, as the owners of portions of the Rancho Mission Viejo Property, are the holders of certain development rights concerning the Rancho Mission Viejo Project relating to Planning Area 1 and 2 ("PA 1" and "PA 2"), and are authorized to process and otherwise perfect such agreements, permits and authorizations as are necessary for ensuring the orderly implementation of the Entitlements as to PA 1 and PA 2.

D. As approved, the Entitlements presently authorize the development of up to 14,000 dwelling units, of which 6,000 may be designated exclusively for age-qualified housing consistent with the requirements of Government Code Section 65995.1 and referred to herein as "Senior Unit," and approximately 5,000,000 square feet of non-residential, commercial uses

("Commercial/Industrial Development"). Based on future traffic studies, the 8,000 non-Senior Units may be increased, and the 6,000 Senior Units decreased, so as not to exceed the 14,000 total dwelling units authorized by the Entitlements. In addition, pursuant to the Affordable Housing Agreement, the County may require Owners to set aside up to sixty (60) acres within the Rancho Mission Viejo Property for the construction of rental dwelling units affordable to low and very-low income households. Any such property set-aside within PA 1 or PA 2 shall be referred to as "County Affordable Housing Property" and any dwelling units constructed on such property shall be referred to as "Affordable Dwelling Units" and shall be subject to the terms of this SFF/Agreement as specified herein. The Affordable Dwelling Units constructed within the Affordable Housing Property are in addition to the 14,000 dwelling units permitted by the Entitlements for the Rancho Mission Viejo Property.

E. Implementation of the Rancho Mission Viejo Project is anticipated to occur over a period of 25-30 years. The development of the Rancho Mission Viejo Property pursuant to the Entitlements will be implemented in phases and the timing of development will depend upon several factors including, but not limited to, entitlement processing schedules, demographics, market demand, financing costs and local/regional infrastructure coordination. Development activities within the Rancho Mission Viejo Property will occur within a series of individual planning areas and sub-planning areas ("Planning Areas"). The proximate location and size of the individual Planning Areas are depicted in the attached Exhibit A. The Planning Area 1 and 2 portions of the Rancho Mission Viejo Property are depicted in Exhibit A and described in Exhibit A-1 ("PA 1 Property," "PA 2 Property" and, collectively, the "PA 1/PA 2 Property").

F. Portions of the PA 1/PA 2 Property are owned by Developers, DMB San Juan Investment North, LLC, RMV MC Investment, LLC and RMV Headquarters, LLC (the "PA 1/PA 2 Owners"). The remainder of the PA 1/PA 2 Property is owned by the PA 1 Merchant Builders.

G. The PA 1/PA 2 Property is located within School District's jurisdictional boundaries and students residing within the PA 1/PA 2 Property and enrolled in the School District ("PA 1/PA 2 Project Students") will attend School District facilities ("School Facilities"), including those to be provided pursuant to this SFF/Agreement.

H. School District and Developers acknowledge and agree that both the amount and timing of School District's receipt of School Payments and State Funds (both defined below) may be insufficient to fully fund the school facilities for the PA 1/PA 2 Property ("PA 1/PA 2 School Facilities") as described in this SFF/Agreement and the School Housing Plan attached hereto. In the absence of the parties' mutual agreement as set forth herein, and except as otherwise required by the Entitlements in accordance with applicable law, School District would be authorized to collect from the PA 1 Merchant Builders, the PA 1/PA 2 Owners, and their successors, only statutory or alternative school fees for the construction, furnishing and equipping of the PA 1/PA 2 School Facilities. School District and the PA 1/PA 2 Owners have agreed that given such uncertainties, including the timing and amount of State Funds for the PA 1/PA 2 School Facilities, it is in their mutual best interest to enter into this SFF/Agreement to provide a local source of funding for such PA 1/PA 2 School Facilities that may be in excess of the amount the PA 1 Merchant Builders and the PA 1/PA 2 Owners, and their successors, would otherwise be required to provide in connection with the development of the PA 1/PA 2 Property.



I. School District acknowledges, in accordance with the terms of this SFF/Agreement, that it shall make reasonable efforts to pursue funding for the PA 1/PA 2 School Facilities from the State ("State Funds"), federal government ("Federal Funds") and local agencies ("Local Funds"), if any, when, and to the extent, available.

J. This SFF/Agreement and performance thereof is intended to completely satisfy the school facilities requirements of development of the PA 1/PA 2 Property in lieu of (i) any fees that School District, County or any other Public Agency might be authorized to impose in connection with development of the PA 1/PA 2 Property pursuant to Education Code Section 17620 or Government Code Sections 65970, *et seq.* and 65995, *et seq.* or any other present or future law ("Statutory School Fees") and (ii) any other school facilities requirements that School District, County or any other Public Agency might be authorized to impose pursuant to applicable present or future law in order to satisfy the school facilities requirements of the development of the PA 1/PA 2 Property ("School Facilities Requirements"). This SFF/Agreement is not intended to address funding of the impact of development of Planning Areas 3, 4, 5 and 8 of the Rancho Mission Viejo Property upon Grades K-12 school facilities of the School District

K. The PA 1/PA 2 Owners and School District desire to enter into this SFF/Agreement to set forth the PA 1/PA 2 Owners' voluntary, contractual obligations to make the herein provided School Payments to School District in order to assist the School District in the provision of the PA 1/PA 2 School Facilities, as provided herein, and to set forth the corresponding obligations of School District relating to the provision of the PA 1/PA 2 School Facilities for PA 1/PA 2 Project Students. In entering into this SFF/Agreement the Owners of the portions of the Rancho Mission Viejo Property within Planning Areas 3, 4, 5 and 8 of the Rancho Mission Viejo Property and School District have agreed that this SFF/Agreement does not modify or satisfy the provisions of the Entitlements relating to school facilities and the issuance of building permits and that the provisions apply to such Planning Areas, to the same extent they would have applied to Planning Area 1 had the parties not entered into this SFF/Agreement, subject to applicable law.

## **AGREEMENT**

### **Section 1.0 Recitals**

The foregoing recitals are true, correct, and herein incorporated.

### **Section 2.0 Definitions**

The capitalized terms used in this SFF/Agreement shall have the meanings set forth as follows unless such terms are defined elsewhere herein or the context requires otherwise:

"Affordable Housing Agreement" means the Affordable Housing Implementation Agreement by and between the Owners and the County.

"Affordable Dwelling Unit" means any dwelling unit constructed within the County Affordable Housing Property that is not a Senior Unit.

“A” Map” means a subdivision map creating parcels for financing or conveyancing purposes only and not lots for which a building permit may be issued.

“Area Plan” means a plan approved by the County for each Planning Area prior to the issuance of a grading permit or recordation of a subdivision or parcel map, which plan identifies generally the land uses and major infrastructure within the Planning Area.

“Available K-5 Capacity” means such capacity as defined in Section 3.2(d) below.

“Bonds” means any obligation of a CFD to pay or repay a sum of money with special taxes of the CFD, including obligations in the form of bonds, notes, certificates of participation, lease payments or installment purchase payments or any refunding thereof incurred by the CFD, to finance the acquisition or construction of the PA 1/PA 2 School Facilities or any portion thereof.

“Calendar Year” means the period commencing January 1 of any year and ending the following December 31.

“Certificate of Compliance” means a certificate issued by School District pursuant to Education Code Section 17620(b) acknowledging the fact that the recipient thereof has complied with all requirements of School District for the payment of statutory school fees/alternative school facility fees/mitigation payments.

“CFD Bond Proceeds” means (i) the proceeds of Bonds available for PA 1/PA 2 School Facilities after funding costs of issuance, a reserve fund for the Bonds and capitalized interest on the Bonds, and (ii) CFD special tax prepayments not required to redeem Bonds, excluding amounts that are attributable to CFD Special Tax Remainder Funds, as described in Exhibit C.

“CFD Parameters” means Exhibit C attached hereto.

“CFD Special Tax Remainder Funds” means the special taxes of a CFD collected from “Developed Property” within a CFD that are not required to pay annual debt service on outstanding Bonds and administrative expenses of the CFD and replenish the reserve fund for the Bonds of a CFD of School District or that are allocated to the School District by a CFD formed by another Public Agency pursuant to a JCFA.

“Commercial/Industrial Development” means any assessable commercial, office or industrial property, as such terms are used in Education Code Section 17620, *et seq.*, within the PA 1/PA 2 Property.

“Commercial/Industrial Development School Payment” means a payment from Commercial/Industrial Development in the amount set forth in Section 3.2(ac) below.

“Community Facilities District” or “CFD” means a community facilities district authorized to finance the School Facilities that is formed by School District or other Public Agency pursuant to the provisions of the Act and the CFD Parameters, or some other comparable public financing mechanism as further described in the CFD Parameters.

“Construction Index” means the existing or future construction cost index for Class “B” construction used by the State Office of Public School Construction or, in the event the Office of Public School Construction no longer uses a construction cost index, a comparable index of costs of construction in southern California.

“County” means the County of Orange.

“County Affordable Housing Property” means property that is conveyed, irrevocably offered for dedication, or leased to the County, or its designee, for an affordable housing project pursuant to the Affordable Housing Agreement within the PA 1/PA 2 Property.

“Deferral, Guaranty and Security Agreement” means the agreement and corporate guaranty in the form attached hereto as Exhibit F.

“Developers” means RMV Community Development, LLC, and RMV PA2 Development, LLC, and their successors and assigns.

“District Student” means a Grades K-8 student and, as applicable, a Grades 9-12 student enrolled in School District.

“Dwelling Unit” or “DU” means each separate residential dwelling unit that comprises an independent facility capable of sale or lease separate from adjacent residential dwelling units, including any Affordable Dwelling Unit, but excluding a Senior Unit.

“Education Policies” means the policies of the School District as established from time to time to direct the achievements of the School District’s mission consisting of those formal written and adopted policies of the Board of Trustees and those policies that are pursuant to current School District practices as of the date of this SFF/Agreement.

“Entitlements” means the land use entitlements approved by the County or other Public Agency including, without limitation, the County General Plan, the Ranch Plan, zoning, Area Plans, Project EIR, Affordable Housing Agreement, tentative subdivision maps, final subdivision maps and associated environmental approvals permitting development of the Rancho Mission Viejo Property.

“Federal Funds” means funds provided by the U.S. Department of Education or other federal agency to School District for the PA 2 School.

“Funding Amount” means an amount to be funded from the Funding Sources for the PA 2 School at a Funding Threshold.

“Funding Sources” means Project Funding Sources and State Funds available to fund the PA 2 School.

“Funding Threshold” means specific conditions relating to the PA 2 School, the satisfaction of which triggers a corresponding Funding Amount, as specified in Exhibit D.

“High School Facilities” means the Grades 9-12 School Facilities identified in the High School Study or that are provided pursuant to Section 7.2 below.

“High School Payment” means a payment for High School Facilities with respect to Dwelling Units within the PA 1/PA 2 Property in the amount set forth in Section 3.2(c) below.

“High School Study” shall mean a study of the Grades 9-12 school facilities needs for Project Students in Planning Areas 1 through 5 and Planning Area 8, as further described in Section 7.1 below and the School Housing Plan.

“Improvement Fund” means a fund established for a CFD into which the proceeds of Bonds intended to finance the PA 1/PA 2 School Facilities and Other Facilities shall be deposited, which shall include a School Facilities Account and, with respect to each Public Agency whose facilities are authorized to be financed through the CFD, an Other Facilities Account.

“Interim Facilities” means portable classrooms, furnishings and equipment for interim housing of up to 400 Grades K-8 Project Students only on the PA 2 School Site.

“JCFA” means a joint community facilities agreement entered into among the School District, Owners and a Public Agency with respect to a CFD.

“Joint Use Agreement” means an agreement between School District and Rancho MMC with respect to Joint Use Facilities in substantially the form attached hereto as Exhibit E.

“Joint Use Facilities” means those buildings, facilities, playing fields and property described in the School Housing Plan and Joint Use Agreement.

“Joint Use Site” means a site of approximately five (5) acres adjoining the proposed PA 2 School Site upon which the Joint Use Facilities will be located as depicted conceptually on Exhibit G hereto.

“Local Funds” means funds available from the Orange County Office of Education or other Public Agency for the PA 2 School on terms and conditions acceptable to School District.

“Local Schools” means the existing School District Grades K-12 schools defined as such in the School Housing Plan.

“Net Usable Acres” means the gross acres of the PA 2 School Site less any acreage within a public right of way, the acreage of perimeter slopes exceeding a 2% grade or any other acreage otherwise not reasonably useable for a School Site.

“Notice of Availability” means RMV PA 2’s written notice to School District that the PA 2 School Site is in Superpad Condition and available for acquisition.

“One Year Projection” shall have the meaning ascribed to it in Section 4.3 below.

“Option Agreement” means the Option Agreement between School District and RMV PA2 Development, LLC dated as of \_\_\_\_\_, 2013 granting an option to School District to acquire the PA 2 School Site in the form attached hereto as Exhibit I.

“Other Facilities” means public facilities of a Public Agency authorized to be financed through a CFD in addition to PA 1/PA 2 School Facilities.

“Other Facilities Account” means an account within an Improvement Fund into which CFD Bond Proceeds are to be deposited and disbursed to fund Other Facilities in accordance with this SFF/Agreement and the applicable JCFA.

“Other School Payments” means those Statutory School Fees, School Facilities Requirements, and/or payments made pursuant to any applicable agreement between School District and Owners to fund School Facilities for the Rancho Mission Viejo Property other than School Payments.

“Other School Payments Credit” is defined in Section 3.2(d) below.

“Owner” and “Owners” means individually, and collectively, Developers and each of the other owners of portions of the Rancho Mission Viejo Property as of the date of this SFF/Agreement listed in Recital B above, their successors and assigns, and excluding the PA 1 Merchant Builders.

“Owner PA 2 School Advance” means an advance of funds by the Developers or any other Owner for the PA 2 School, which is to be (i) credited against PA 2 School Payments, Senior Unit School Payments, Commercial/Industrial Development School Payments and/or Other School Payments, and (ii) reimbursed from CFD Bond Proceeds, if applicable.

“Owner PA 2 School Advance Certificate” means the certificate issued by School District for advance payment of PA 2 School Payments as discussed in Section 6.10.

“Owner State Funding Advance” means funds advanced for the PA 2 School by Developers pursuant to Section 6.5 of this SFF/Agreement.

“PA 1 Merchant Builders” means the entities listed in Recital B above.

“PA 1/PA 2 Project Student” means a District Student residing within the PA 1/PA 2 Property.

“PA 1/PA 2 Property” means the property depicted on Exhibit A and described in Exhibit A-1 hereto that comprises Planning Areas 1 and 2 within the Rancho Mission Viejo Property, including any County Affordable Housing Property.

“PA 1/PA 2 Property Owners” means RMV Community Development, LLC, RMV PA2 Development, LLC, DMB San Juan Investment North, LLC, RMV MC Investment, LLC and RMV Headquarters, LLC, their successors and assigns.

“PA 1/PA 2 School Facilities” shall mean the PA 2 School and the High School Facilities for PA 1/PA 2 Project Students, as further described in the School Housing Plan and this SFF/Agreement.

“PA 2 School” means the Grades K-8 school within Planning Area 2 to be funded and constructed in accordance with the School Housing Plan and this SFF/Agreement.

“PA 2 School Payment” means a payment for the PA 2 School with respect to Dwelling Units within the PA 1/PA 2 Property in the amount set forth in Section 3.2(a) below.

“PA 2 School Site” means the property depicted on Exhibit G hereto.

“Permanent School Facilities” means those School Facilities that are eligible for modernization funds from the State after 25 years pursuant to Education Code Section 17073.15 and SAB Regulatory Section 1859.60.

“Planning Area” means a specific development area for which an Area Plan or sub-Area Plan is approved as designated in Exhibit A.

“Portable School Facilities” means non-permanent school facilities that are eligible for modernization after 20 years pursuant to Education Code Section 17073.15 and SAB Regulatory Section 1859.60.

“Product Type” means SFD, HD-SFD, SFA, MF and Affordable Dwelling Units as such terms are further defined in the School Housing Plan.

“Project Eligibility” means School District’s eligibility for State Funds and all additional eligibility for State Funds available to School District for Grade K-8 school facilities as a result of, derived from or based upon the Entitlements for the PA 1/PA 2 Property as of the time an application for State Funds is submitted for the PA 2 School.

“Project Funding Amount” means the amount identified as such and set forth in Exhibit D for acquisition of the PA 2 School Site and planning, design, engineering, construction, furnishing and equipping the PA 2 School, as such amount is adjusted in accordance with this SFF/Agreement.

“Project Funding Sources” means School Payments (other than High School Payments), CFD Bond Proceeds, Federal Funds, Local Funds and Owner PA 2 School Advances available to fund the PA 2 School.

“Public Agency” means the County, any city or other public agency, the jurisdictional limits of which include all or any portion of the PA 1/PA 2 Property.

“Rancho MMC” means Rancho Mission Viejo Master Maintenance Corporation, a California non-profit public benefit corporation.

“Rancho Mission Viejo Property” means all of the property that is subject to the Entitlements, which property is depicted on Exhibit A and described in Exhibit A-1 attached hereto.

“School Facilities Account” means an account within an Improvement Fund into which CFD Bond Proceeds are to be deposited and disbursed to fund PA 1/PA 2 School Facilities in accordance with this SFF/Agreement and any applicable JCFA.

“School Facilities Requirements” means any school facilities requirements that School District, County or other Public Agency might be authorized to impose pursuant to the Entitlements or applicable present or future law in order to mitigate the impact of the development of the PA 1/PA 2 Property upon School District.

“School Housing Plan” means the School Housing Plan attached hereto as Exhibit B, as it may be amended with the mutual consent of Developers and School District.

“School Payments” means (i) the PA 2 School Payment, (ii) the High School Payment, (iii) the Senior Unit School Payment and (iv) the Commercial/Industrial Development School Payment as provided for in this SFF/Agreement.

“Senior Unit” means a dwelling unit within a property developed for senior citizen housing, a residential care facility for the elderly or a multi-level facility for the elderly, as described in Government Code Section 65995.1 as such Section may be amended from time to time.

“Senior Unit School Payment” means a payment with respect to Senior Units within the PA 1/ 2 Property in the amount set forth in Section 3.2(c) below.

“Site Purchase Agreement” means a purchase and sale agreement with respect to the PA 2 School Site in the form attached as Exhibit D to the Option Agreement.

“Special Fund” means the fund established pursuant to Section 6.7 below and administered pursuant to the terms of this SFF/Agreement.

“State” means the State of California.

“State Funding Amount” means the amount identified as such and set forth in Exhibit D for the PA 2 School that is assumed to be financed with State Funds, as adjusted in accordance with this SFF/Agreement.

“State Funds” means funds available and obtained from the State, based upon Project Eligibility, to fund the PA 2 School pursuant to the Leroy F. Green School Facilities Act of 1998, as it may be amended, supplemented or superseded.

“Statutory School Fees” means fees that School District might impose in connection with development of the Rancho Mission Viejo Property pursuant to Education Code Section 17620 or Government Code Section 65970, et seq., and 65995, et seq., or any other present or future law.

“Student Generation Report” shall have the meaning ascribed to it in Section 4.1 below.

“Superintendent” means the Superintendent of School District, or his or her designee.

“Superpad Condition” means: (i) the PA 2 School Site has been graded to a 2% grade or less, and, if required pursuant to Section 8.4 below, to a 1/10<sup>th</sup> of a foot contour; (ii) all remediation or other site work required by Section 8.1(b) has been completed; (iii) frontage street improvements providing at least two points of access to the PA 2 School Site have been completed; (iv) all wet and dry utilities have been stubbed to the PA 2 School Site property line, and (v) drainage facilities necessary to accommodate flows into and storm water run off from, the PA 2 School Site, all as further specified in Section 8.4 below, the Site Purchase Agreement and any site design specifications that are mutually approved by School District and Developers.

“Three-Year Projection” shall have the meaning ascribed to it in Section 4.4 below.

“True-Up Payment” means a payment by Developers to School District that is required pursuant to Section 3.2(d) below.

### **Section 3.0 School Facilities**

3.1. Purpose of Agreement. The purposes of this SFF/Agreement are: (i) to provide funding to School District for the PA 1/PA 2 School Facilities by means of School Payments, CFD Bond Proceeds, Owner PA 2 School Advances, Owner State Funding Advances, payments for Interim Facilities, and, if applicable, a True-Up Payment; (ii) to set forth Developers’ obligations with respect to the Joint Use Facilities; (iii) to set forth the corresponding obligations of School District to seek to obtain other Funding Sources for the PA 1/PA 2 School Facilities and to house PA 1/PA 2 Project Students to the extent of the funding provided from all Funding Sources consistent with the Education Policies; (iv) to set forth the School District’s and Owners’ mutual understanding that this SFF/Agreement shall not in any way satisfy or modify any provisions of the Entitlements with respect to Planning Areas 3, 4, 5 and 8 of the Rancho Mission Viejo Property as to School Facilities, as further set forth in Sections 3.8 and 3.9 below, and that the parties have agreed that the provisions of the Entitlements as to school facilities and issuance of building permits apply to the remainder of the Rancho Mission Viejo Property, subject to applicable law; and (v) provide for any funding adjustment in the form of a True-Up Payment or credits as described in Section 3.2(d) below.

#### **3.2. School Payments.**

(a) PA 2 School Payment. Prior to the issuance of a Certificate of Compliance for a Dwelling Unit within the PA 1/PA 2 Property, the applicant, PA 1/PA 2 Property Owners or Developers shall pay a PA 2 School Payment equal to \$13,280 per SFD DU, \$9,900 per HD-SFD DU, \$7,660 per SFA DU and \$3,910 per MF DU, subject to adjustment each January 1, commencing January 1, 2014, based upon the percentage change in the Construction Index from the base date of January 1, 2012. All PA 2 School Payments shall be deposited in the Special Fund and disbursed to fund Project Funding Amounts and, to the extent herein provided, reimburse Owner PA 2 School Advances. RMV’s agreements with the PA 1 Merchant Builders require that RMV pay the PA 2 School Payment for the PA 1 Merchant Builders and RMV hereby agrees with School District to do so.



(b) High School Payment. Prior to the issuance of a Certificate of Compliance for a Dwelling Unit within the PA 1/PA 2 Property, the applicant, PA 1/PA 2 Property Owners or Developers shall pay a High School Payment equal to \$5,069 per SFD DU, \$3,779 per HD-SFD DU, \$2,924 per SFA DU and \$1,492 per MF DU, subject to adjustment each January 1, commencing January 1, 2014, based upon the percentage change in the Construction Index from the base date of January 1, 2012. Subject to RMV's execution of the Deferral, Guaranty and Security Agreement provided pursuant to Section 7.2 below, the applicant, PA 1/PA 2 Property Owners or Developers may elect to defer payment of the High School Payments with respect to any Dwelling Units within to the PA 1/PA 2 Property, except for Affordable Dwelling Units. In the event of a default by RMV under the Deferral, Guaranty and Security Agreement, School District's obligation to issue Certificates of Compliance shall be subject to payment of all prior, deferred High School Payments and accrued interest and subsequent payment of each applicable High School Payment at the time of issuance of a Certificate of Compliance for each Dwelling Unit.

(c) Senior Units and Commercial/Industrial Development. Prior to the issuance of a Certificate of Compliance for any Senior Unit or Commercial/Industrial Development within the PA 1/PA 2 Property, the applicant shall pay a Senior Unit School Payment or Commercial/Industrial Development School Payment, respectively, equal to \$0.51 per square foot of assessable space, subject to adjustment every other January 1, commencing January 1, 2014, based upon the percentage change in the Statutory School Fees applicable to such types of development approved by the State Allocation Board applicable thereto on, or about, each such January 1. PA 2 School Payments, Senior Unit School Payments and Commercial/Industrial Development School Payments shall be deposited in the Special Fund and disbursed to fund Project Funding Amounts for the PA 2 School and to reimburse Owner PA 2 School Advances pursuant to Sections 6.9 and 6.10 below.

(d) True-Up Payment. As set forth in the School Housing Plan, the PA 1/PA 2 Property is presently proposed to be developed with 3,172 Dwelling Units consisting of an assumed mix of Product Types that is projected to generate 1,118 Grades K-8 PA 1/PA 2 Project Students. The Parties acknowledge, however, that the actual development of the PA 1/PA 2 Property may generate a greater or lesser number of PA 1/PA 2 Project Students and the PA 2 School will be built with a permanent capacity sufficient to house 1,200 Grade K-8 PA 1/PA 2 Project Students.

Notwithstanding the number of PA 1/PA 2 Project Students actually generated by each individual Dwelling Unit within the PA 1/PA 2 Property, PA 2 School Payments will be made for each Dwelling Unit within the PA 1/PA 2 Property. Following the issuance of a Certificate of Compliance for the final Dwelling Unit within the PA 1/PA 2 Property, School District shall prepare the next Student Generation Report due in accordance with Section 4.1 below. As part of such Student Generation Report, School District shall determine the available Permanent School Facilities as to Grades K-5 capacity in the following group of schools: Ambuehl Elementary School, Ladera Elementary School, Oso Grande Elementary School and Chaparral Elementary School. The available Grades K-5 capacity Permanent School Facilities in such schools, if any, shall be proportionately allocated by School District between the PA 1/PA 2 Property and future development within the then-existing attendance areas of those schools based upon their relative number of existing or future dwelling

units and existing, and future District Students within the existing attendance areas of those schools. The PA 1/PA 2 Property's allocation so determined shall be deemed "Available K-5 Capacity." If the number of K-8 PA 1/PA 2 Project Students in that Student Generation Report is greater than the total of (i) 1,200 plus (ii) the Available K-5 Capacity, then the PA 1/PA 2 Property Owners shall pay to School District an amount equal to \$16,415 per student multiplied by the number of K-8 PA 1/PA 2 Project Students in excess of the total of (i) and (ii) (the "True-Up Payment"). If the number of K-8 PA 1/PA 2 Project Students is less than the total of (i) and (ii) above, Developers shall be entitled to a credit against Other School Payments in an amount equal to \$16,415 per student multiplied by the amount by which the total of (i) and (ii) above exceeds the number of K-8 PA 1/PA 2 Project Students (the "Other School Payments Credit"). The amount of \$16,415 per student shall adjust each January 1, commencing January 1, 2014, based upon the percentage change in the Construction Index from the base date of January 1, 2012.

The True-Up Payment shall be a joint and several obligation of the Developers payable within thirty (30) days following School District's written demand. School District shall apply the True-Up Payment to provide Permanent School Facilities for PA 1/PA 2 Project Students, as determined by School District, and these PA 1/PA 2 Project Students shall be considered permanently housed.

The Other School Payments Credit may be assigned by the PA 1/PA 2 Property Owners to any property owners within Planning Area 3, 4, 5, or 8, and it may be applied by the PA 1/PA 2 Property Owners and such assignees dollar for dollar against any obligation for the payment of Other School Payments, subject to written notice to School District.

3.3. Mutual Considerations. By entering into this SFF/Agreement and complying with its terms, the PA 1/PA 2 Property Owners shall be deemed to have fully mitigated the impact of Grades K-12 students resulting from development of the PA 1/PA 2 Property. In consideration of the PA 1/PA 2 Property Owners' performance of their obligations pursuant to this SFF/Agreement, School District, among other obligations set forth below in this SFF/Agreement, agrees to limit its actions with respect to the PA 1/PA 2 Property as further described in Section 3.7 below.

3.4. Agreement Unaffected By Changes in Law. School District and Owners agree that each party to this SFF/Agreement has negotiated voluntarily in good faith to reach accord on this SFF/Agreement, and as such, the SFF/Agreement is a legally binding contract between the parties, enforceable in accordance with its terms. School District and Owners agree that to the maximum extent permitted by law, this SFF/Agreement shall not be affected, modified, or annulled by any subsequent change in local, state or federal law.

3.5. School Housing Plan. This SFF/Agreement, including, without limitation, the School Housing Plan, constitutes the agreed-upon school facilities needs analysis for the School Facilities needed to accommodate the PA 1/PA 2 Project Students.

3.6. Waiver of Right to Protest. Execution of this voluntarily, mutually acceptable SFF/Agreement and any and all payments, responsibilities, obligations or consideration made by each Owner as set forth herein is made by such Owner without protest.

The Owners and School District acknowledge that Government Code Section 66020(d)(1) provides that local agencies, including school districts, shall provide a project applicant notice, in writing, at the time of imposition of fees, dedications, reservations, or other exactions, a statement of the amount of fees, or a description of the dedications, reservations, or exactions and a notification that the 90-day approval period in which the applicant may protest such fees has begun. The Owners agree that they have voluntarily entered into this SFF/Agreement and knowingly and willingly waive all rights of protest under Government Code Sections 66020, 66021 or 66022, or any other provision of law with respect to school fees and protest rights applicable with respect to this SFF/Agreement and, as applicable, the School Payments and all other obligations herein. Owners agree that in the event that a 90-day approval period cannot be waived, this SFF/Agreement includes mutually agreed contractual provisions with respect to the development of the PA 1/PA 2 Property and, as applicable, the Rancho Mission Viejo Property, with respect to School Facilities for the Project Students, the Entitlements and the reservation of a high school site and further acknowledge that the 90-day approval period described above, in the event that such a waiver cannot be waived, will commence as of the date of this SFF/Agreement.

Owners, as applicable, agree that the School Payments and other consideration provided for herein may be in excess of any amounts payable pursuant to California statute, law or regulation, if any, and are not fees, charges, dedications, taxes or any other requirements within the meanings of such statute, law or regulation, but are completely voluntary, contractual payments made by PA 1/PA 2 Property Owners to assist School District in providing the PA 1/PA 2 School Facilities for the PA 1/PA 2 Property.

3.7. School District Covenants. So long as PA 1/PA 2 Property Owners are not in breach of this SFF/Agreement and RMV is not in breach of the Deferral, Guaranty and Security Agreement, School District, as to the PA 1/PA 2 Property, hereby covenants that it will not:

(a) other than as specifically set forth in this SFF/Agreement, exercise any power or authority (under Section 17620 of the California Education Code or any other provision of applicable law) to levy any new fee, tax, assessment, charge, dedication, or other form of requirement against the PA 1/PA 2 Property and any Dwelling Unit, Senior Unit or any Commercial/Industrial Development undertaken within the PA 1/PA 2 Property for the purpose of providing funding or financing School Facilities or any portion thereof required to mitigate the impact of the development of the PA 1 and 2 Property on School District. This proviso is not applicable to: (i) possible future District-wide parcel taxes for operating costs or technology improvements, (ii) any existing authorized general obligation bonds of School District, (iii) any existing authorized general obligation bonds of a School Facilities Improvement District of School District, and (iv) any School Facilities Improvement District of School District consisting of only the PA 1/PA 2 Property to provide needed funding for the completion of the PA 1/PA 2 School when the unavailability of State Funds has required a reduction in the extent of the PA 1/PA 2 School Facilities as described in Section 6.5

(b) require the County or any Public Agency to exercise, or cooperate with the County or any Public Agency in the exercise of the power under Title 7, Division 1, Chapter 4.7 of the California Government Code (commencing with Section 65970) or any other

provision of applicable law, to require the dedication of land, the payment of fees in lieu thereof, or both for classroom or related facilities for Grades K-12 schools as a condition to the approval of any Dwelling Unit, Senior Unit or any Commercial/Industrial Development within the PA 1/PA 2 Property, as applicable (other than as specifically set forth in this SFF/Agreement); and

(c) oppose development (including but not limited to commercial, industrial or residential development) of the PA 1/PA 2 Property on the basis of inadequate school facilities or seek other forms of mitigation with respect to the adequacy of school facilities including, but not limited to, the establishment of Statutory School Fees (other than as specifically set forth in this SFF/Agreement), the imposition of School Facilities Requirements, the payment of money by any developer, the dedication of land, or the application of an assessment or requirement of any nature against any developer of any portion of the PA 1/PA 2 Property as may otherwise be permitted by present or future State law, rulings, regulations and court decisions.

(d) The foregoing notwithstanding, the provisions of Section 3.7 (a) through (c) do not apply to Planning Areas 3, 4, 5 and 8 and shall terminate separately with respect to each of the PA 1 Property and PA 2 Property upon issuance of building permits for all residential development as to each of the PA 1 Property and PA 2 Property, respectively. Nothing in this SFF/Agreement shall be deemed to prohibit School District from asserting rights it believes it has pursuant to the Entitlements for Planning Areas 3, 4, 5 and 8 relating to Grades K-12 School Facilities, which rights are not modified or waived as a result of School District's execution of this SFF/Agreement.

3.8. School District Acknowledgement. School District acknowledges that, subject to the receipt of the School Payments and State Funds, as well as execution and performance of the Option Agreement, if exercised by School District, and the Joint Use Agreement, and provided the development of the PA 1/PA 2 Property takes place consistent with the Entitlements, compliance with the terms of this SFF/Agreement makes adequate provision for the PA 1/PA 2 School Facilities, as provided in the School Housing Plan, to house the PA 1/PA 2 Project Students consistent with the Education Policies. School District further acknowledges that Owners' execution of this SFF/Agreement and performance of any of its terms and performance shall not be deemed to constitute a waiver of rights Owners may assert (i) in future negotiations with School District regarding the Entitlements and Grade K-12 school facilities for Planning Areas 3, 4, 5 or 8 Project Students; or (ii) in any proceedings relating to the Entitlements, the obligations of Owners or their successors to provide school sites (excluding the herein addressed high school site) and fund school facilities to meet the needs resulting from the development of such Planning Areas, as applicable, or the preconditions for the issuance of Certificates of Compliance in such Planning Areas. By execution hereof, the Superintendent is authorized to execute a document from time to time, if requested by the Developers, indicating that this SFF/Agreement has been approved by School District, that performance of this SFF/Agreement by the PA 1/PA 2 Property Owners mitigates the School Facilities impacts of the development of the PA 1/PA 2 Property, to the extent described in this SFF/Agreement, and that each such Owner, as reasonably determined by the Superintendent at the time of execution of such document, has performed its obligations as set forth in this SFF/Agreement.

3.9. Owners Acknowledgement. Owners acknowledge that School District's execution of this SFF/Agreement and performance of any of its terms shall not be deemed to constitute a waiver of rights School District may assert (i) in future negotiations with Owners regarding the Entitlements and Grades K-12 school facilities serving Planning Areas 3, 4, 5 or 8 or (ii) in any proceedings relating to the Entitlements, the obligations of Owners or their successors to provide school sites and fund school facilities to meet the needs resulting from the development of such Planning Areas or the preconditions for the issuance of Certificates of Compliance in such Planning Areas.

#### **Section 4.0 Student Generation Reports and Projections.**

4.1. Determination of Actual PA 1/PA 2 Project Students. On January 31 and July 31 of each Calendar Year, commencing with the first such date to occur following the date of this SFF/Agreement, School District shall provide Developers with a written statement, as of the preceding December 31 and June 30, respectively, of the number of Dwelling Units by Product Type for which Certificates of Compliance have been issued within the PA 1/PA 2 Property, the number of PA 1/PA 2 Project Students, the schools in which such PA 1/PA 2 Project Students are enrolled, the total enrollment of District Students in all Local Schools and, following the construction of the PA 2 School, the number of PA 1/PA 2 Project Students in the PA 2 School and each Local School in Permanent School Facilities and Portable School Facilities (each report, a "Student Generation Report").

4.2. 42-Month Student Projection. Not later than January 31st of each Calendar Year, commencing the January 31 following the date of this SFF/Agreement and continuing until the later of the issuance of the Certificate of Compliance for the last or 3,172<sup>nd</sup> Dwelling Unit within the PA 1/PA 2 Property, Developers shall provide School District with the total number of Dwelling Units by Product Type for which Certificates of Compliance are projected by Developers to be obtained within the PA 1/PA 2 Property during the six (6) month period ending June 30 of that Calendar Year and each of the next three (3) twelve (12) month periods from July 1 of that Calendar Year through June 30 of the next three (3) Calendar Years ("42-Month Projection"). School District shall reasonably estimate the number of PA 1/PA 2 Project Students expected to be generated over such six (6) month period and each of such three (3) twelve (12) month periods of the described 42 month period based on the number, Product Type and mix of Dwelling Units anticipated to be constructed, as provided by Developer, and the estimated student generation of PA 1/PA 2 Project Students for each such period using the methodology and resulting student generation rate described in the School Housing Plan. School District shall also reasonably estimate the number of District Students expected to attend the Local Schools over each such period of the 42 month period.

4.3. One School Year Projection. In addition to, and at the same time as, School District is preparing the 42-Month Projection, School District will compare the number of existing and projected PA 1/PA 2 Project Students and the District Students in the Local Schools and the PA 2 School, once constructed, in the next school year, to the Permanent and Portable School Facilities capacity of such Local Schools allocated to remaining PA 1/PA 2 Property remaining to be developed as provided in this SFF/Agreement and the permanent and interim capacity of the PA 2 School ("One Year Projection"). The One Year Projection shall be used by the parties to determine the need for transportation, or additional portable classrooms for PA

1/PA 2 Project Students at the Local Schools, pursuant to Section 11.2 below. The One Year Projection shall also be used to determine the need for Interim Facilities at the PA 2 School pursuant to Section 6.12 below.

4.4. Three School Year Projection. In conjunction with the 42-Month Projection and One Year Projection, School District shall also compare the number of such existing and projected PA 1/PA 2 Project Students and the District Students to the Permanent School Facilities capacity available in the Local Schools allocated to the PA 1/PA 2 Property by School District, as provided in this SFF/Agreement, and the permanent and interim capacity of the PA 2 School, once constructed, for each of the next three (3) school years ("Three Year Projection"). The Three Year Projection shall be used by the Developers and School District in planning for PA 1/PA 2 School Facilities and in determining whether Funding Thresholds have occurred.

4.5. Proportional Allocation. For purposes of the One Year Projection and Three Year Projection, capacity in the Permanent School Facilities, and for purposes of the One Year Projection only, Portable School Facilities in the Local Schools shall be proportionately allocated by School District to the PA 1/PA 2 Property and future development within the attendance areas of the Local Schools based upon the relative number of Dwelling Units and District Students in the PA 1/PA 2 Property and such other development within the attendance areas of the Local Schools.

## **Section 5.0 Local, State and Federal Funds**

5.1. Pursuit of State Funds. School District and PA 1/PA 2 Property Owners agree that State Funds are an integral funding source for the PA 2 School. Therefore, School District, on a best efforts basis, shall (a) take all reasonable steps to apply for and shall diligently pursue State Funds for the PA 2 School based upon Project Eligibility, (b) use reasonable efforts to maximize the amount of Project Eligibility available for the PA 2 School when applications for State Funds are submitted for the PA 2 School in order to obtain State Funds for the PA 2 School, (c) consider State Funds eligibility in its decisions relating to the interim use of portable classrooms, (d) consider State Funds eligibility in its decisions related to establishing school attendance boundaries, (e) make timely application for State Funds consistent with applicable law with the intent that the State Funds shall be available, consistent with applicable regulations of the State Allocation Board, at the time the Funding Thresholds occur as set forth in Exhibit D, and (f) provide Developers with copies of all documents submitted to the State relating to eligibility for State Funds as well as all applications for State Funds for new construction until the PA 2 School is acquired and constructed and all Owner State Funding Advances and special obligation notes issued pursuant to this SFF/Agreement or the Site Purchase Agreement are repaid. School District and Developers, if requested by Developers, shall consult on at least a quarterly basis regarding all matters relating to State Funds for the PA 2 School. Developers agree to cooperate with School District in all matters relating to applying for State Funds and establishing eligibility for State Funds for the PA 2 School. Nothing herein shall constitute a waiver of or preclude a PA 1/PA 2 Property Owner from asserting any right such a PA 1/PA 2 Property Owner may have in law or equity to challenge any School District decision regarding the use or allocation of School District's eligibility for State Funds as a breach of School District's obligations under this SFF/Agreement. All State Funds received for any costs of the

PA 2 School shall be considered a Funding Source for the State Funding Amounts and applied, to the maximum extent permitted by applicable laws, in accordance with the priorities specified in Section 5.4 below, except as otherwise provided in Section 6.6 below.

5.2. Pursuit of Federal Funds. School District, on a best efforts basis, shall take reasonable steps available to it to pursue and obtain Federal Funds for the PA 2 School. School District agrees to provide Developers copies of Federal Funds application forms filed by or on behalf of School District and Developers agree to cooperate with School District with respect to such applications. All Federal Funds received for any costs of constructing the PA 2 School or acquiring the PA 2 School Site shall be considered a Project Funding Source and applied, to the maximum extent permitted by applicable laws, in accordance with the priorities specified in Section 5.4 below, except as otherwise provided in Section 6.6 below. If, however, such Federal Funds are required by the applicable law to be spent on a specific component of the PA 2 School, they shall still be considered a Project Funding Source, but shall be applied to fund the PA 2 School in accordance with such law. Nothing herein shall require School District to utilize eligibility for Federal Funds that is derived from the development of other property in the School District in order to obtain Federal Funds for the PA 2 School or to accept, as reasonably determined by School District, unreasonable conditions imposed on the receipt of any Federal Funds.

5.3. Pursuit of Local Funds. School District, on a best efforts basis, shall take reasonable steps available to it to pursue and obtain Local Funds for the PA 2 School on conditions acceptable to School District. School District agrees to provide Developers copies of Local Funds application forms, if any, filed by or on behalf of School District and Developers agree to cooperate with School District with respect to such applications. All Local Funds received for any costs of constructing the PA 2 School or acquiring the PA 2 School Site shall be considered a Project Funding Source and applied, to the maximum extent permitted by applicable laws, in accordance with the priorities specified in Section 5.4 below, except as otherwise provided in Section 6.6 below. If, however, such Local Funds are required by the applicable law to be spent on a specific component of the PA 2 School, they shall still be considered a Project Funding Source, but shall be applied to fund the PA 2 School in accordance with such law. Nothing herein shall require School District to utilize eligibility for Local Funds that is derived from the development of other property in the District in order to obtain Local Funds for the PA 2 School or to accept, as reasonably determined by School District, unreasonable conditions imposed on the receipt of any Local Funds.

5.4. Use of Local, State and Federal Funds. Local Funds, State Funds and Federal Funds received by School District for the PA 2 School pursuant to Sections 5.1, 5.2 and 5.3 above shall be applied, to the maximum extent permitted by applicable laws, according to the following priorities:

(a) first, with respect to State Funds received to acquire the PA 2 School Site, to pay the State Funding Amount of the Purchase Price of the PA 2 School Site, and with respect to all other State Funds, to fund the State Funding Amount of all other costs of the PA 2 School for which the State Funds were received consistent with the provisions of Section 5.1 above. Second, to pay any applicable special obligation notes issued by School District relating to the acquisition of the PA 2 School Site from State Funds received therefor and from

other State Funds to reimburse, proportionately, Owner State Funding Advances and advances, if any, by School District in accordance with this SFF/Agreement; and

(b) if Local Funds or Federal Funds are received such funds shall be used first to fund Project Funding Amounts and, second, to pay proportionately any special obligation notes issued by School District relating to Owner PA 2 School Advances and the acquisition of the PA 2 School Site in accordance with this SFF/Agreement or the Site Purchase Agreement, as permitted by applicable law and to reimburse School District for any funds advanced for the PA 2 School as provided in Section 6.5 hereof.

5.5. Third Party Consultants. School District, in consultation with Developer, shall select an experienced and qualified third party consultant to be retained by School District to assist it in submitting and processing applications for Local Funds, State Funds and Federal Funds. The fees of such consultant shall be paid by Developers or from the Special Fund.

## **Section 6.0 PA 2 School**

6.1. PA 2 School Site, PA 2 School, and Joint Use Site and Joint Use Facilities Requirements. The PA 2 School Site size, configuration, elevation and grade, as well as the PA 2 School and Joint Use Facilities construction and education specifications shall conform to the provisions of the School Housing Plan and this SFF/Agreement, and applicable law relating thereto. The multipurpose building described in the School Housing Plan as an essential element of the Joint Use Facilities shall be located, as agreed by School District and Developers on the Joint Use Site in reasonable proximity to the PA 2 School so as to minimize inclement weather issues for student access to the multipurpose building. It is agreed that Developers will construct the Joint Use Facilities on the Joint Use Site abutting the PA 2 School Site as shown on Exhibit G hereto. Developers agree the Joint Use Facilities shall be constructed by Developers and the Joint Use Agreement to be executed concurrently herewith provides for the Joint Use Facilities to be accepted by Rancho MMC prior to, or concurrent with, the construction of the PA 2 School. The Joint Use Facilities shall be suitable for use by the School District for the purposes set forth in the Joint Use Agreement and the School Housing Plan. The plans for the Joint Use Facilities, including the multipurpose building, shall be approved by School District, which approval shall not be unreasonably withheld, and shall be approved by the Division of State Architect ("DSA") and construction shall be inspected by DSA. The Joint Use Site is subject to the approval of CDE, Department of Toxic Substance Control ("DTSC") and DSA, as applicable, in the same manner and at the same time as approval of the PA 2 School Site, including with respect to any imported fill materials prior to placement on the PA 2 School Site. The Board of Directors of Rancho MMC has adopted a resolution attached hereto with the form of Joint Use Agreement approving the form of the Joint Use Agreement and authorizing two officers of Rancho MMC to execute it prior to, or concurrently with, execution of this SFF/Agreement by all parties and to accept the Joint Use Facilities as provided in the Joint Use Agreement.

6.2. Location and Size of PA 2 School Site. The Area Plan for Planning Area 2 provides that a school is expected to be built within the Planning Area. The PA 2 School Site shall be 14 Net Usable Acres with joint use of the Joint Use Site for the Joint Use Facilities. The location of the PA 2 School Site and Joint Use Site are generally depicted on Exhibit G. The



precise location and acreage of the PA 2 School Site and Joint Use Site shall be determined by School District and RMV PA2 when the first "A" Map is approved for Planning Area 2. The Option Agreement shall be executed, subject to applicable law, including "CEQA," concurrent with this SFF/Agreement. Notwithstanding anything to the contrary in this Section, Developers acknowledge that the PA 2 School Site must be approved as a school site by the CDE and DTSC, and must comply with all necessary approval processes, including Education Code Section 17211, CEQA and as set forth in Section 8.1 below.

6.3. PA 2 School Funding Thresholds. The parties agree to the Funding Thresholds and Funding Amounts for the PA 2 School as set forth in Exhibit D, subject to adjustment of the Funding Amounts in accordance with Sections 6.4, 6.5 and 6.6 below. The determination by School District as to whether a Funding Threshold has been reached shall be based upon the most recent Student Generation Report and Three Year Projection. As an alternative to the specified Funding Thresholds in Exhibit D for PA 2 School Site acquisition and construction of the PA 2 School, following the issuance of a Certificate of Compliance for the 1,150<sup>th</sup> Dwelling Unit within the PA 1 and 2 Property, School District may elect to trigger the PA 2 School Site acquisition Funding Threshold, by written notice to Developers, provided (i) School District has Project Eligibility for at least 1,200 K-8 pupil construction grants and (ii) School District closes escrow on the PA 2 School Site within sixty (60) days following such notice. School District can also elect to trigger the PA 2 School construction Funding Threshold, by written notice to Developer and satisfaction of such conditions, provided School District shall complete and open the PA 2 School to Project Students within twenty (20) months following such written notice subject to extension of such performance date in accordance with Section 11.17 below. Should Developers fail to provide any required Owner PA 2 School Advance at a specified Funding Threshold, no future Certificates of Compliance shall be issued for the PA 1/PA 2 Property until such failure has been cured.

The PA 1/PA 2 Property Owners are willing to assume the obligation for Owner PA 2 School Advances and other obligations under this SFF/Agreement in consideration, in part, for School District's obligation to open the PA 2 School at the beginning of the first school year following the completion of construction of the PA 2 School and to continue to operate the PA 2 School following its opening for a period of at least three (3) full school years. It may be difficult to measure the damage the PA 1/PA 2 Property Owners would suffer if the PA 2 School was not opened following its completion or was opened and then closed at any time within three (3) full school years following its opening. Therefore, the PA 1/PA 2 Owners and School District hereby agree to School District's payment of liquidated damages in the amount of \$500,000 per year in the event the PA 2 School is constructed and then not opened and available to be attended by PA 1/PA 2 Project Students in the first school year that begins following the completion of construction or if it is opened but then closed at any time within three (3) full school years following its opening. Such liquidated damages shall not be applicable in any school year in which the PA 2 School was open at any point in the school year. Any applicable amount shall be paid to the PA 1/PA 2 Property Owners jointly on June 30 at the end of the applicable full school year.

6.4. Funding Amounts. The initial Funding Amounts in Exhibit D for (i) planning, design, engineering and State approvals, (ii) construction and (iii) furnishings and equipment are based on the amounts and assumptions set forth in the School Housing Plan. The

actual Funding Amounts required for such purposes at the applicable Funding Threshold shall not exceed the lesser of (i) the actual cost, based upon executed contracts, bids received or recent cost estimates by School District or (ii) the unexpended portion of the initial Funding Amounts set forth in Exhibit D, as adjusted each January 1, commencing January 1, 2014, based upon the percentage change in the Construction Index from the base date of January 1, 2012. In addition, the initial Project Funding Amounts for such costs may be increased in the event the receipt of State Funds is determined to be unlikely or delayed as further described in Section 6.5 below. The total Funding Amount for acquisition of the PA 2 School Site shall be the fair market value of the School Site, as determined in accordance with Section 8.3 below and the Site Purchase Agreement.

6.5. Failure to Obtain State Funds for PA 2 School. As set forth in the School Housing Plan, it is currently anticipated that State Funds may pay for 50% of the purchase price of the PA 2 School Site and \$11,500,000 of the total cost of the design, engineering, construction, furnishing and equipping of the PA 2 School. The Parties agree that if at the time School District is preparing plans and specifications for the PA 2 School, School District reasonably determines that there is uncertainty as to the availability or timing of receipt of State Funds for the PA 2 School, School District may design the PA 2 School so that it could be constructed in phases, if necessary, due to the lack of State Funds and consistent with the amount of funding otherwise made available pursuant to this SFF/Agreement. If at the time the Funding Threshold is reached for the acquisition of the PA 2 School Site, State Funds have not been received by School District for payment of at least 50% of the purchase price of the PA 2 School Site, RMV PA2 agrees to accept a non-interest bearing, special obligation note from School District, in a form reasonably acceptable to RMV PA2 that is generally consistent with Exhibit F to the Purchase Agreement, and in a principal amount equal to the difference between the amount of the State Funds received for purchase of the PA 2 School Site and 50% of the purchase price. Such special obligation note shall be payable from (i) State Funds received for acquisition of the PA 2 School Site, (ii) Local Funds or Federal Funds available for acquisition of the PA 2 School Site and (iii) CFD Bond Proceeds available following the completion of the PA 2 School.

If at the time the Funding Threshold is reached or triggered for the construction of the PA 2 School in accordance with Section 6.3, State Funds are not available in the full expected amount of \$11,500,000, and Board of Trustees of School District reasonably determines, after consultation with Developers, in a public meeting that such funds are not expected to be available for at least five years, the Project Funding Amount shall be increased by an amount equal to 50% of the difference between the amount of State Funds then available and \$11,500,000 subject to adjustment by the Construction Index as provided in Section 6.6. Such additional amount shall be funded by Owners, at their election, by means of an Owner State Funding Advance or an Owner PA 2 School Advance. If Owners make an Owner State Funding Advance in the amount of such increase in the Project Funding Amount, it shall be reimbursed from 50% of State Funds subsequently received for construction of the PA 2 school, if any. If Owners elect alternatively to make an Owner PA 2 School Advance, it shall be refunded from CFD Bond Proceeds after completion of the PA 2 School and payment of all costs. In such event, School District shall either (i) reduce the scope or cost of the PA 2 School so as to achieve savings equal to the increase in the Project Funding Amount calculated above, or (ii) in School District's sole discretion contribute funds to the PA 2 School from a source other than a Project

Funding Source subject to reimbursement from the other 50% of State Funds received for construction of the PA 2 School. If School District elects not to do so, Developers, in their sole discretion, may contribute additional funds as an Owner State Funding Advance subject to reimbursement from State Funds received for construction of the PA 2 School.

If, however, at the time the Funding Threshold is reached for the construction of the PA 2 School, State Funds are not available in the full expected amount of \$11,500,000, but School District's application for State Funds has been approved by the State and School District, after consultation with Developers, reasonably expects State Funds totaling \$11,500,000 (subject to adjustment by the Construction Index as provided in Section 6.6) will be available within five years, Developers shall loan to School District as an Owner State Funding Advance an amount equal to 50% of the difference between the amount of State Funds then available and \$11,500,000 (subject to adjustment by the Construction Index as provided in Section 6.6). Such loan shall be repaid from 50% of the future State Funds received by School District for construction of the PA 2 School pursuant to this SFF/Agreement and a non interest bearing, special obligation promissory note issued by School District to Developers in a principal amount equal to the amount of the loan and in substantially the form attached hereto as Exhibit J. School District shall, in its sole discretion, either (i) phase the construction of the PA 2 School so as to achieve savings equal to the amount of Developers' loan, and build the later phase with State Funds, once received, or (ii) in its sole discretion, advance funds from a source other than a Project Funding Source, subject to repayment from 50% of the State Funds received by School District.

6.6. Success in Obtaining Other Funding Sources. If School District or the Owners are successful in obtaining Local Funds, State Funds, Federal Funds or private grants for the PA 2 School which total in excess of \$11,500,000, the first \$500,000 in excess of \$11,500,000 may be used by School District to fund costs of the PA 2 School in excess of the total Funding Amount in Exhibit D, as adjusted. Any such funds received in excess of \$12,000,000 shall be applied to fund costs of the PA 2 School and proportionately pay any applicable special obligation note or advance by School District for the PA 2 School as provided in Section 6.5 herein. After completion of the PA2 School and payment of all special obligation notes provided for herein, the future PA 2 School Payments and Project Funding Amount prospectively shall be reduced proportionately by the amount of such excess. Each of the dollar amounts specified in this Section 6.6 and Section 6.5 above shall adjust each January 1, commencing January 1, 2014, based upon the percentage change in the Construction Index from the base date of January 1, 2012.

6.7. Special Fund. Within fifteen (15) days following the approval and execution of this SFF/Agreement, School District shall establish a discrete, interest bearing special fund (the "Special Fund"). Within fifteen (15) days following the approval and execution of this SFF/Agreement, Developers shall pay to School District all School Payments for Certificates of Compliance issued by School District prior to approval of this SFF/Agreement less any amounts previously deposited by Developers for such Certificates of Compliance. All School Payments shall be deposited in the Special Fund and segregated as to (i) PA 2 School Payments, Senior Unit School Payments and Commercial/Industrial Development School Payments and (ii) High School Payments, and funds shall be disbursed from it in accordance with this SFF/Agreement as to the PA 2 School and High School Facilities. Earnings on the

investment of funds in the Special Fund shall be deposited in the Special Fund and reflected respectively as to funds for the PA 2 School and High School Facilities. Notwithstanding the foregoing, applicable High School Payments, excluding those for the Affordable Dwelling Units, may be deferred as provided in Section 7.2, subject to execution of the Deferral, Security and Guaranty Agreement.

6.8. CFD Bond Proceeds. School District as hereinafter provided agrees, if requested by Developer to initiate and pursue to completion or participate in a CFD pursuant to Section 11.3 below. Pursuant thereto, CFD Special Tax Remainder Funds as described in Exhibit C, if any, shall be disbursed to School District and available for any lawful purpose, as determined by School District. CFD Bond Proceeds consisting of the portion of the proceeds of Bonds earmarked for PA 1/PA 2 School Facilities shall be deposited in a School Facilities Account of the Improvement Fund and within the School Facilities Account allocated between a PA 2 School subaccount and a High School Facilities subaccount. Funds shall be disbursed from the PA 2 School subaccount only to fund the Project Funding Amount for the PA 2 School and to refund Owner PA 2 School Advances and Owner State Funding Advances. Funds shall be disbursed from the High School Facilities subaccount only to fund High School Facilities and only at the same time and in the same amounts as High School Payments may be required by this SFF/Agreement. Funds deposited in the PA 2 School subaccount and High School Facilities subaccount shall be in satisfaction of an equal amount of PA 2 School Payments and High School Payments, respectively, subject to all applicable law relating to the issuance of tax-exempt bonds. After all PA 1/PA 2 School Facilities have been fully funded and all Owner Advances have been fully reimbursed, CFD Bond Proceeds may be applied by School District for any lawful purpose, including, without limitation, funding School District central administration facilities and technology enhancements for the PA 1/PA 2 School Facilities.

6.9. Funding Thresholds and Amounts. School District and the PA 1/PA 2 Property Owners agree to the Funding Thresholds and corresponding Funding Amounts for the PA 2 School set forth in Exhibit D, subject to modification of such Funding Amounts in accordance with this SFF/Agreement. School District and the PA 1/PA 2 Property Owners also agree that the Project Funding Amounts for the PA 2 School are to be satisfied from the following Project Funding Sources, in order of priority:

- (i) Local Funds and Federal Funds;
- (ii) PA 2 School Payments, Senior Unit School Payments, and Commercial/Industrial Development School Payments deposited in the Special Fund;
- (iii) CFD Bond Proceeds deposited in the School Facilities Account, if any; and
- (iv) Owner PA 2 School Advances.

Subject to the provisions of Section 6.5, as a Funding Threshold is reached, the corresponding Project Funding Amount shall be funded according to the following priority: first, from available Local Funds and Federal Funds; second, from amounts in the Special Fund, to the extent necessary; third, from CFD Bond Proceeds, to the extent necessary; and fourth, from Owner PA 2 School Advances, to the extent provided for in this SFF/Agreement. Developers and School

District acknowledge that School Payments and/or CFD Bond Proceeds may be available later than a Funding Threshold and, therefore, may serve as a source of reimbursement of Owner PA 2 School Advances, as provided in this SFF/Agreement.

6.10. Owner PA 2 School Advances. If, at the time a Funding Threshold is reached or triggered for the PA 2 School in accordance with Section 6.3, the funds then available from the Project Funding Sources are less than the corresponding Project Funding Amount, the Developers, within thirty (30) calendar days of notice from School District, shall advance funds to School District in an amount equal to the shortfall (an "Owner PA 2 School Advance"). An Owner PA 2 School Advance shall be evidenced by issuance by School District of an "Owner PA 2 School Advance Certificate" in the dollar amount of such Owner PA 2 School Advance. The Owner PA 2 School Advance Certificates, may be used to satisfy School Payments, other than High School Payments, and Other School Payments in the amount thereof at the time a Certificate of Compliance is issued. The unused dollar amount of such Owner PA 2 School Advance Certificate shall be adjusted on each January 1st by the same percentage as the adjustment in the PA 2 School Payment on such date. Subject to prior written notice to School District, the Owner PA 2 School Advance Certificate may be assigned in whole or in part. Each Owner PA 2 School Advance shall be evidenced also by a non-interest bearing, special obligation promissory note provided by School District to the Developer in substantially the form attached as Exhibit L to be paid from CFD Bond Proceeds as they first become available pursuant to this SFF/Agreement subject to and consistent with applicable law, including such provisions relating to issuance of and use of proceeds of tax-exempt bonds.

6.11. Accounting. On or before November 1 of each year, School District shall provide Developers with its unaudited, prior fiscal year accounting of all Funding Sources received on a cumulative basis and since the last accounting, the amount and specific nature of the expenditures of Funding Sources and the balance of all applicable Funding Sources.

6.12. Interim Facilities. Upon the completion of each Student Generation Report and One-Year Projection following the opening of the PA 2 School, School District will compare the number of existing and projected Grades K-8 PA 1/PA 2 Project Students and District Students in the Local Schools and the PA 2 School in the next school year, based upon the Student Generation Report and One Year Projection, to the capacity of such Local Schools and the PA 2 School in both Permanent School Facilities and Portable School Facilities to determine whether Interim Facilities are needed to house the PA 1/PA 2 Project Students. If the One Year Projection shows such existing and projected PA 1/PA 2 Project Students and District Students will exceed the total capacity of the Local Schools and the PA 2 School, Developers shall fund the required Interim Facilities, as reasonably determined by School District pursuant to this Section 6.12, within forty-five (45) calendar days of written notice to Developers. This obligation shall terminate upon completion of the Student Generation Report described in Section 3.2(d) above.

Developers' obligation for the required Interim Facilities shall be based upon the amount by which the number of Grades K-8 PA 1/PA 2 Project Students attending the PA 2 School exceeds 1,200. The amount to be funded by Developers shall not exceed \$40,000 for every 26 unhoused Grades K-8 PA 1/PA 2 Project Students. The not-to-exceed amount of

\$40,000 above shall adjust each January 1, commencing January 1, 2014, based upon the percentage change in the Construction Index from the base date of January 1, 2012.

6.13. Examples. For illustrative purposes only, examples of the application of Sections 6.5, 6.10 and 7.2 of this SFF/Agreement are provided in Exhibit K attached hereto.

#### **Section 7.0 High School Facilities.**

7.1. High School Study. Following the County's approval of the first tentative "A" Map in Planning Area 3 or issuance of Certificates of Compliance for 3,172 Dwelling Units within the PA 1/PA 2 Property, whichever occurs first, School District shall initiate a study to determine the Grades 9-12 school facilities requirements for the development of the Rancho Mission Viejo Property ("High School Study"). The School District and Owners agree that the High School Study will review and provide information as to the need/demand for new or expanded Permanent School Facilities in the context of School District's Education Policies and entire jurisdiction and service area of School District, and will address the issues and information set forth in the School Housing Plan. School District may determine to have the High School Study evaluate the Grades 9-12 school facilities requirements for Planning Areas 1 through 5 and 8, or separately for Planning Area 8. If the School District determines the development plans for Planning Area 8 are uncertain at the time of preparation of the High School Study for Planning Areas 1 through 5, School District may postpone the preparation of a High School Study for Planning Area 8 until following the approval of the Planning Area 8 Area Plan. The reasonable cost of the High School Study for Planning Areas 1 through 5 and the separate High School Study for Planning Area 8, if any, shall be paid by Developers within forty-five (45) days following Developers' review and reasonable approval of the scope of work for the consultant to be retained by School District to conduct the applicable High School Study, if no response is received from Developers in such period of time, the scope of work shall be deemed approved and such amount shall be paid on demand by School District to Developers.

School District will reasonably determine, based on the information set forth in the High School Study, whether the projected Grades 9 12 District Students residing within the Rancho Mission Viejo Property can be accommodated in existing Permanent School Facilities consistent with School District's Education Policies and, if not, how the facilities requirements for projected, unhoused Grades 9 12 District Students residing within the Rancho Mission Viejo Property may be satisfied based upon the Education Policies and the following options:

- (i) Expansion of San Juan Hills or Tesoro High School;
- (ii) Construction of an 8 to 9 acre Grades 9-12 school within the Rancho Mission Viejo Property, as provided below;
- (iii) the reservation of a comprehensive high school site in Planning Area 3, 4 or 5 subject to adequate funding commitments for acquisition of the school site and construction of a comprehensive high school, as provided below; or
- (iv) with Owners' consent, which shall not be unreasonably withheld, alternative high school facilities serving Project Students.

School District, after consultation with Developers, shall select a school facilities consultant to prepare the High School Study. Developers shall reasonably cooperate with School District in the preparation of the High School Study and School District shall exercise its best efforts to ensure the High School Study is commenced within ninety (90) calendar days following the County's approval of the first tentative "A" Map in Planning Area 3 or issuance of Certificates of Compliance for 3,172 Dwelling Units within the PA 1/PA 2 Property, whichever occurs first, and completed within one hundred eighty (180) calendar days following its commencement. If School District determines that a separate High School Study is to be prepared for Planning Area 8 it shall be commenced by School District within ninety (90) calendar days following the County's approval of the first tentative "A" Map for Planning Area 8 and completed within one hundred eighty (180) calendar days following its commencement.

7.2. Deferred High School Payments. PA 1/PA 2 Property Owners and School District agree that each Dwelling Unit for which a Certificate of Compliance is issued within the PA 1/PA 2 Property shall be subject to the High School Payment prior to issuance of a Certificate of Compliance. The actual payment of High School Payments as to any Dwelling Units, excluding any Affordable Dwelling Units, may be deferred, however, by means of the Deferral, Guaranty and Security Agreement set forth in Exhibit F, until the earlier of (i) completion of the High School Study, (ii) issuance of a Certificate of Compliance for the last Dwelling Unit within the PA 1/PA 2 Property, or (iii) School District's determination, in accordance with this Section 7.2, to require payment of some or all of the deferred High School Payments in order to provide Grades 9-12 school facilities to serve PA 1/PA 2 Project Students. The amount of the deferred High School Payment for a Dwelling Unit at the time it is actually required to be paid pursuant to this Section 7.2 shall be the amount of the High School Payment at the time of issuance of the Certificate of Compliance for the Dwelling Unit plus interest on such amount accrued from the date of such issuance until the date of payment at a rate equal to the interest rate on five (5) year direct general obligations of the United States of America issued or held in book-entry form on the books of the Department of Treasury of the United States of America in effect on the date of issuance of the applicable Certificate of Compliance.

Based upon a One Year Projection or Three Year Projection, School District may determine that additional classrooms are required to be provided at either San Juan Hills or Tesoro High School in order to accommodate Grades 9-12 Project Students. School District shall provide written notice to Developers of such determination, which notice shall include: (i) a description of the necessary classrooms, (ii) a schedule for the construction of such classrooms, (iii) an estimate of the cost of such classrooms, and (iv) the amount of deferred High School Payments, including accrued interest, to be paid by the Developers for such classrooms, not to exceed the total amount of deferred High School Payments to date. Developers shall pay the amount stated in the School District's notice within sixty (60) calendar days of receipt. Upon and following such payment, the number of Dwelling Units for which the High School Payments have been made and twenty-seven (27) Grades 9-12 PA 1/PA 2 Project Students per classroom funded with such High School Payments shall be excluded from the High School Study and all subsequent One Year Projections and Three Year Projections and shall be deemed fully mitigated. RMV shall guarantee payment of any and all deferred High School Payments imposed pursuant to this SFF/Agreement by executing the Deferral, Guaranty and Security Agreement, in the form attached hereto as Exhibit F, concurrent with execution of this SFF/Agreement.

By the last to occur of (i) 180 calendar days following issuance of a Certificate of Compliance for the last Dwelling Unit within the PA 1/PA 2 Property or (ii) thirty (30) calendar days following completion of the High School Study, School District shall provide written notice to Developers with respect to the payment, release or further deferral of the outstanding, unpaid High School Payments. The deferred High School Payments shall be released and no longer payable if and to the extent that School District, on the basis of the High School Study, reasonably concludes that no additional High School Facilities are required to serve Grades 9-12 PA 1/PA 2 Project Students. The deferred High School Payments shall be paid or further deferred-for later payment, as reasonably determined by School District, if and to the extent the School District determines based on the High School Study that additional High School Facilities are required to serve Grades 9-12 PA 1/PA 2 Project Students and, once paid, shall only be used for such High School Facilities.

7.3. Identification of High School Site. If the High School Study describes a need/demand for the development of a high school facility within Planning Areas 3, 4 or 5, and School District reasonably determines such a facility is required, Developers will cooperate with School District, subject to applicable law, including CEQA, in identifying, in accordance with the School Housing Plan, a high school site of appropriate size and location that will meet State CDE standards within one of such Planning Areas. In School District's selection of a high school site, the Parties shall consider environmental standards, traffic conditions, soils conditions and other factors that may affect the suitability and/or use of the selected site as a high school. The high school site selected by School District will be reserved by the applicable Owner not later than the date on which the County approves the next tentative "A" Map (after receipt of notice from the School District) for the subsequent individual subarea within the relevant Planning Area that will contain the high school facility. For example, and not by way of limitation or exclusion, if the School District reasonably determines, based on the High School Study, that (i) a high school facility within the Rancho Mission Viejo Property will be necessary and (ii) the School District determines that the preferred and most appropriate location for the high school facility is within Planning Area 3, then Owner shall reserve for the high school site in the first tentative "A" Map prepared for the individual subarea within Planning Area 3 that will contain the proposed high school facility. The terms for School District's acquisition of the reserved high school site shall be mutually agreed upon by the School District and applicable Owner.

## **Section 8.0 PA 2 School Site and PA 2 School**

8.1. PA 2 School Site Approvals. In addition to any other requirements set forth in this SFF/Agreement, prior to the transfer of title to the PA 2 School Site to School District pursuant to the terms of this SFF/Agreement and the Site Purchase Agreement, all of the following must occur.

(a) The PA 2 School Site and the Joint Use Site, subject to applicable law, must have received any and all final approvals from School District and all agencies having jurisdiction over the PA 2 School Site, including but not limited to, the County, CDE, DTSC and DSA, as applicable, and any other applicable governmental agencies. The PA 2 School Site must have satisfied all conditions required for school sites under CEQA and all other applicable local, state, or federal law, and must either have no identified health hazards as a result of the



Preliminary Endangerment Assessment required by the DTSC or any health hazards must be able to be satisfactorily remediated or mitigated at no cost to School District.

(b) Any and all remediation, mitigation, clean-up, or other site work necessary to secure the above-referenced approvals for the PA 2 School Site and Joint Use Site shall be undertaken at the sole cost of Developers, provided, however, if Developers determine it would be economically infeasible to complete such work School District and Developers shall identify an alternative PA 2 School Site and Joint Use Site that meets all necessary State approvals and is mutually acceptable to both parties. Any costs incurred by School District as to the infeasible site shall be reimbursed to School District thirty (30) calendar days after request by School District.

(c) Developers agree to fully and timely cooperate with School District in the actions necessary to obtain the approvals set forth above.

8.2. Option to Purchase PA 2 School Site. Concurrent with execution of this SFF/Agreement by all Parties, RMV PA2 Development, LLC and School District shall execute the Option Agreement.

8.3. Timing and Process of Site and Determination of Purchase Price. RMV PA2 shall deliver title to the PA 2 School Site in accordance with the Site Purchase Agreement. The purchase price for the School Site shall be determined according to the process described below. RMV PA2 acknowledges and agrees the purchase price of the PA 2 School Site shall be paid solely from the Funding Sources and subject to all provisions of this SFF/Agreement relating to delayed or diminished State Funds.

School District, after consultation with RMV PA2, shall select an MAI appraiser to prepare a report as to the fair market value of the land, as of the agreed appraisal date ("School District Appraiser"). The School District Appraiser shall be instructed to appraise the fair market value of the PA 2 School Site based upon its highest and best use as residential development pursuant to the Entitlements, assuming the land is in Superpad Condition, and subject to all reservations and restrictions in the Site Purchase Agreement and Grant Deed incorporated therein. If RMV PA2 does not agree with the value determined by the School District Appraiser, RMV PA2 may designate an MAI appraiser to independently appraise the land, as of the agreed appraisal date, and prepare a report of the fair market value of the land as described above ("Owner Appraisal"). If the opinions of value of the two appraisers differ by 10% or less from each other, the purchase price of the land shall be the average of the two appraisals. If the opinions of the value of the two appraisers differ by more than 10%, the two appraisers shall be provided written notice by either party to agree upon a third MAI appraiser within thirty (30) days of such written notice. The third appraiser shall independently assess the land and prepare a letter opinion of the fair market value of the land as described above. In that event, the purchase price of the land shall be deemed to be the average of the two appraisals (from the previous two appraisals reports and the third appraisal letter opinion) having the closest opinions of value. The appraiser(s) shall be instructed to prepare their reports in accordance with the State Allocation Board requirements for such appraisal. The cost of the School District Appraisal and fifty percent (50%) of the third appraisal, if any, shall be funded from the Funding Sources. All other costs as to the purchase price determination shall be borne by Developers.

8.4. Condition of School Site. Pursuant to Attachment 2 to the School Housing Plan, Developers shall provide to School District for its review draft infrastructure improvement plans for the frontage public street improvements, wet and dry utilities, irrigation facilities and drainage facilities serving the PA 2 School Site as described in the School Housing Plan and the Site Purchase Agreement prior to approval of such plans by the applicable Public Agency and applicable service provider. Subject to the approval of the applicable Public Agency and/or applicable service provider, Developers shall incorporate in such plans reasonable revisions requested by School District in order to provide the PA 2 School Site in Superpad Condition. Developers shall also provide to School District for its review draft grading plans for the PA 2 School Site prior to approval of such plans by the applicable Public Agency. The grading plans shall provide for grading of the PA 2 School Site to not more than a 2% grade. In addition, if School District (i) provides to Developers site design specifications for the PA 2 School Site to a 1/10 of a foot contour in a timely manner prior to approval of the grading plans and (ii) has entered into the Site Purchase Agreement for the PA 2 School Site which provides for the School District's acquisition of the PA 2 School Site within ninety (90) calendar days following completion of the PA 2 School Site in Superpad Condition, the PA 2 School Site shall be graded to such contour. Otherwise, such grading work with respect to the PA 2 School Site will be conducted by School District. The costs of the frontage street improvements and wet and dry utilities to the PA 2 School Site, any remediation work required by Section 8.1(b) and grading of the PA 2 School Site pursuant to this Section 8.4 shall be considered the Superpad Condition in which School Site is to be delivered and shall be reflected in the conditions of the appraisal(s) relative to the fair market value of the PA 2 School Site.

RMV PA2 and School District agree that the PA 2 School Site shall be delivered in Superpad Condition, and RMV PA2 shall provide a Notice of Availability with respect to the PA 2 School Site upon satisfaction of the Superpad Condition for the PA 2 School Site. In addition, RMV PA2 must be able to deliver title to the PA 2 School Site, free and clear of any and all defects, encumbrances, conditions, covenants and restrictions and liens as described in the Site Purchase Agreement that, as reasonably determined by School District, would materially affect School District's ability to use the PA 2 School Site for its intended purposes, including CFD special taxes of any Public Agency. Should all of the improvements required to deliver the PA 2 School Site in Superpad Condition not be completed prior to close of escrow, a performance bond as required by SAB Regulations shall be provided by RMV PA2. School District shall release such performance bond upon completion of such improvements. All improvements and work required to complete the Superpad Condition of the PA 2 School Site shall be accomplished by RMV PA2 consistent with applicable law.

8.5. Use of School Sites. The PA 2 School Site shall be conveyed to School District subject to the condition that subsequent to construction of the PA 2 School it not sell the PA 2 School Site for at least thirty (30) years from the date of the SFF/Agreement. RMV PA2 may waive the condition set forth in this Section 8.5 with respect to the PA 2 School Site at any time.

8.6. Design and Phasing. School District and PA 1/PA 2 Property Owners intend that the PA 2 School shall be designed, engineered and constructed in the most cost-effective manner possible and shall be reasonably compatible in architecture and design, including exterior materials, colors, textures, features and landscaping with the commercial

properties expected to be constructed within the Planning Area in which the PA 2 School is located, as reasonably determined by School District. School District and Developers shall consult with one another periodically in the process of (i) RMV PA2's preparation of the grading plans for, and infrastructure improvement plans relating to, the PA 2 School Site and Joint Use Site, (ii) School District's preparation of the PA 2 School Site and Joint Use Site layout, (iii) School District's engineering and preparation of plans and specifications for the PA 2 School, (iv) Developers' engineering and preparation of plans for the Joint Use Facilities, and (v) developing and selecting the exterior materials, colors, textures, features and landscaping ("Exterior Design") for the PA 2 School. This consultation will include the following: (1) prior to commencing design of the PA 2 School, School District and its architect shall meet with Developers to discuss the specifications of the School and the Exterior Design concepts for the School and their compatibility with the commercial development in PA 2, and (2) as and when School District's architect prepares preliminary plans which includes Exterior Design elements, Developers shall be invited to review and provide comments on or suggestions respecting such plans, and (3) School District shall give due consideration to such comments in the preparation of the final plans and any additional cost as to design features proposed by Developers that exceed in cost the standard design features used by School District shall be borne by Developers, if any. In order that architects and engineers selected by School District to design the PA 2 School are adequately informed of their responsibilities under this SFF/Agreement, School District will include a description of the engineering and design review process substantially similar to this description and as set forth in the School Housing Plan in all solicitation for engineering and architectural services related to the PA 2 School.

8.7. Award of Construction Contracts. The contracts or bids solicited by School District, if applicable, may be obtained in the alternative for a phased PA 2 School for each phase and for the entire PA 2 School. If sufficient State Funds are received for the entire PA 2 School, including for acquisition of the PA 2 School Site, and taking into account Project Funding Sources available at the time the Funding Threshold is reached for the first phase, School District may award contracts for the entire PA 2 School. If the associated Funding Amount is not sufficient to fund acquisition of the PA 2 School Site and the construction, furnishing and equipping of the PA 2 School, based on all of the alternative contracts or bids solicited by School District for the PA 2 School, such contracts or bids may be rejected and the PA 2 School redesigned so as to meet the herein described student capacity requirements, to the extent feasible on the basis of the funding available. Thereafter, the redesigned PA 2 School shall be contracted or bid and constructed to the extent of available funds as reasonably determined by School District. Alternatively, Developers may, in their sole discretion, augment the herein provided funding, on terms acceptable to Developers, so as to allow the PA 2 School to be constructed on the basis of the contracts or bids originally received.

## **Section 9.0 County Affordable Housing Property**

The Ranch Plan and the Affordable Housing Agreement obligate the Owners to provide up to 60 acres within the Rancho Mission Viejo Property to the County for the development of affordable rental housing. The portions of the PA 1/PA 2 Property ultimately conveyed to the County or the County's assignee pursuant to the Affordable Housing Agreement are referred to in this SFF/Agreement as the "County Affordable Housing Property." The Affordable Housing Agreement provides that the County's "Approved Builder" with respect to

the County Affordable Housing Property shall be responsible for obtaining all permits, certificates and other approvals required for the development of the County Affordable Housing Property and to funding all applicable public facilities. Affordable Dwelling Units constructed within the County Affordable Housing Property shall be subject to the PA 2 School Payment and the High School Payment. The Deferral, Guaranty and Security Agreement for deferral of the High School Payments is not applicable to such Affordable Dwelling Units.

## **Section 10.0 Dispute Resolution**

10.1. General Any controversy or claim between School District and Owners arising out of or relating to this SFF/Agreement or any alleged breach hereof, shall be submitted to binding arbitration. Said arbitration shall be conducted by Judicial Arbitration & Mediation Services, Inc. ("JAMS") in accordance with JAMS' Rules of Practice and Procedure ("JAMS Rules"). Judgment upon any award rendered may be entered in any court having jurisdiction thereof. Unless a different location is required by applicable law, such arbitration shall be conducted at the JAMS office in the County. The substantive law applied in such arbitration shall be as provided in Section 11.14 below. The arbitration and the parties' agreement therefor shall be deemed to be self-executing, and if any party fails to appear at any properly-noticed arbitration proceeding, an award may be entered against such party despite said failure to appear. Notwithstanding the foregoing, (i) if it is determined by any court of competent jurisdiction, by the JAMS arbitrator, or by the agreement of the School District and Owners that arbitration shall be held at a location outside of the County and (ii) JAMS notifies the parties that it is unable to provide an arbitrator in the location where the arbitration is to be held, then the matter shall be arbitrated pursuant to the Commercial Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA") through the AAA office closest to the location where the arbitration shall be held.

10.2. Arbitration Rules. Notwithstanding anything herein, the AAA Rules, or JAMS Rules, as applicable, as applied between the parties shall be modified by this SFF/Agreement as follows:

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

(b) If any party requests a prehearing conference, said request shall be made no later than seven (7) calendar days after the designation by JAMS or AAA, as applicable, of the chosen arbitrator. Any prehearing conference ordered by the arbitrator shall be scheduled

so as not to delay the final outcome and may be ordered in the arbitrator's discretion to be held by telephone.

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

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

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

(f) Within seven (7) calendar days of appointment, the arbitrator shall obtain available hearing dates from all parties and will set a hearing date. The arbitrator shall endeavor to accommodate the schedules of all parties, but in no case will the hearing date be set more than forty-five (45) calendar days after the original filing date of the demand for arbitration unless all parties consent, or unless a later scheduling is required by good cause and the rights of any party would be substantially prejudiced by refusal to set a later date. In the event a hearing is set more than forty-five (45) calendar days after the original filing date of the demand for arbitration without the consent of all parties, but instead because such a setting is required by good cause and by the necessity to avoid substantial prejudice to a party, then the arbitrator shall nonetheless schedule the hearing for the earliest date which would not substantially prejudice the right of any party. At least fifteen (15) calendar days' notice of the hearing date shall be given to all parties by the arbitrator. The arbitrator shall endeavor to conduct hearings on consecutive days (weekends and holidays excepted) to conclusion without adjournments. Adjournments shall be ordered only upon the consent of all parties or for good cause shown in order to avoid substantial prejudice to any party.

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

(h) In addition to all other relief, the prevailing party in any dispute which proceeds to arbitration hereunder shall also be entitled to an award of its reasonable attorney's fees, fees for witnesses and service of process, experts' fees and expenses ordered by the arbitrator incurred in (i) pre-filing negotiation with the losing party, (ii) the arbitration itself, (iii) proceedings in court to confirm or set aside any award, and (iv) efforts to obtain collection of any award or judgment rendered thereupon. Post-award and post-judgment expenses recoverable under this subsection shall not be merged into any award or judgment.

(i) In addition to all other forms of service provided for under the JAMS Rules or AAA Rules, as applicable, any party or counsel for a party which has a facsimile machine which is used as a part of his or its normal business shall be deemed to have consented to service by facsimile transmission.

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

## **Section 11.0 Miscellaneous**

11.1. Priority Attendance. School District has adopted a priority access policy that gives priority attendance access in a school to the students residing within a CFD that has contributed funding to such school. It is agreed by the Parties that, to the extent permitted by applicable law, the PA 1/PA 2 Property will be included in the attendance boundaries for the PA 2 School when constructed. School District agrees to provide Developers prior written notice of any School District Board actions regarding the adoption of attendance boundaries for the PA2 School and will meet and confer with Developers prior to such actions.

11.2. Portable Classrooms and Transportation Costs. By September 1 of each school year prior to the opening school year for the PA 2 School, School District shall determine whether any PA 1/PA 2 Project Students require portable classrooms or are required to be offered busing by School District due to the lack of available capacity in the Local Schools, as reasonably determined by School District. Such determination by School District shall consider the most recent Student Generation Report and One Year Projection. Developers agree to pay to School District either the actual cost of any required portable classrooms or the annual cost of busing such PA 1/PA 2 Project Students, in either case not to exceed \$1,587.60 annually for each PA 1/PA 2 Project Student for whom busing or portable classrooms are required, in two equal installments no later than October 1 and February 1 of the school year.

11.3. Formation of CFD. Upon execution of this SFF/Agreement and all herein described related agreements by all parties, School District shall initiate and diligently pursue to completion proceedings to either, at Developer's request, (i) establish one or more CFDs for Planning Area 2 to finance the School Payments in accordance with the CFD Parameters or (ii) enter into a JCFA with another Public Agency establishing a CFD to finance the School Payments for Planning Area 2, in accordance with the CFD Parameters. All costs thereof shall be advanced to School District by Developers. If School District, in its sole, subjective discretion, elects neither to form such CFD nor enter into such JCFA as requested by and within a reasonable period of time following Developers' written request, Developers and Owners may terminate this SFF/Agreement, the Option Agreement and the Site Purchase Agreement by providing written notice to the School District. Provided, however, the provisions of Sections 3.8 and 3.9 relating to the applicability of the Entitlements as to Planning Areas 3, 4, 5 and 8 shall survive such termination and all School Payments received previously by School District shall be retained by School District to be used in accordance with applicable law. Upon formation of a CFD by the School District, if any, the Board of Trustees of the School District, as governing body of such CFD, shall take the necessary action to have the CFD become a party to this SFF/Agreement and all applicable provisions that apply to School District shall apply to the CFD

as well. The Board, acting as the legislative body of the CFD, shall perform all obligations of this SFF/Agreement that require performance on the part of the CFD.

11.4. Successors and Assigns. All of the covenants, stipulations, promises, and agreements contained in this SFF/Agreement by or on behalf of, or for the benefit of, either of the parties hereto, shall bind or inure to the benefit of the successors and assigns of the respective parties. The owners of any completed Dwelling Unit or Senior Unit constructed and sold within the Rancho Mission Viejo Property, a public agency or non profit entity owning property not intended for residential development or Commercial/Industrial Development, the owner of any completed Commercial/Industrial Development, Rancho MMC and any other homeowners or property owners association (each an "End User") shall not be deemed to be a successor and assign of Owners for purposes of this SFF/Agreement, and shall have no right to enforce any provisions of this SFF/Agreement. At close of escrow for each Dwelling Unit constructed on the Rancho Mission Viejo Property, the completion of construction of any Senior Unit or Commercial/Industrial Development, the transfer of property to any public agency or non profit entity as to which such public agency or non profit entity would be deemed an End User, and the transfer of property to Rancho MMC or any other homeowners or property owners association, this SFF/Agreement shall automatically terminate as to such Dwelling Unit, Senior Unit and property without any further action of any party hereto. Notwithstanding such automatic termination, at the request of any party all other parties agree to execute a recordable document evidencing such termination at no cost to School District.

11.5. Amendment. This SFF/Agreement may not be amended except in writing by Developers, the other Owners and School District, duly executed by their authorized agents.

11.6. Entire Agreement. This SFF/Agreement supersedes and cancels any and all other agreements, either oral or written, between the parties with respect to the subject matter herein. Each party to this SFF/Agreement acknowledges that no representation by any party which is not embodied herein or in any other agreement, statement, or promise not contained in this SFF/Agreement shall be valid and binding. The parties hereto agree to act in a manner that will not frustrate the purposes of this SFF/Agreement.

11.7. Attorney Fees. In the event of any action or proceeding brought by either party against the other under this SFF/Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees, costs and expenses incurred in such action or proceeding. In addition to the foregoing, the prevailing party shall be entitled to its reasonable attorney fees and costs and expenses incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this SFF/Agreement into any judgment on this SFF/Agreement.

11.8. Execution. This SFF/Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

11.9. Notices. All correspondence, notices or certificates required by this SFF/Agreement shall be sufficiently given and served if delivered by hand directly to the offices named below or sent by United States first-class mail postage prepaid, with return receipt requested, and addressed as follows:

If to Developers and other Owners: c/o RMV Community Development, LLC  
28811 Ortega Highway  
San Juan Capistrano, CA 92693  
Attention: Chief Operating Officer

With a copy to: O'Neil LLP  
19900 MacArthur Blvd., Suite 1050  
Irvine, CA 92612  
Attention: John P. Yeager, Esq.

If to School District: Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675  
Attention: Superintendent

With a copy to: Bowie, Arneson  
4920 Campus Drive, Suite A  
Newport Beach, CA 92660  
Attention: Alex Bowie, Esq.

Either party may change its mailing address at any time by giving written notice of such change to the other party in the manner provided herein. All notices under this SFF/Agreement shall be deemed given, received, made, or communicated on the date personal delivery is effected or, if mail, on the delivery date or attempted delivery date shown on the return receipt.

11.10. Exhibits. The Exhibits attached hereto are deemed incorporated into this SFF/Agreement in their entirety by reference.

11.11. Time. Time is of the essence in this SFF/Agreement and in each and every terms, provision and condition hereof.

11.12. Remedies Cumulative. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity. The waiver or failure to enforce any provision of this SFF/Agreement shall not operate as a waiver of any future breach of such provision or of any other provision hereof.

11.13. Construction. The parties hereto acknowledge and agree that each has been given the opportunity to review this SFF/Agreement with legal counsel independently, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions hereof. In the event of an ambiguity in or dispute regarding the interpretation of same, the interpretation of this SFF/Agreement shall not be resolved by any rule of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the draftsman.

11.14. Choice of Law. This SFF/Agreement has been negotiated and executed in the State of California and shall be governed and construed by the laws of that state without regard to the conflicts of laws principles.



11.15. Captions. The captions, headings, and titles to the various articles and paragraphs of this SFF/Agreement are not a part of this SFF/Agreement, are for convenience and identification only, and shall have no effect upon the construction or interpretation of any part hereof.

11.16. No Third Party Benefit. This SFF/Agreement is by and between the parties named herein, and unless expressly provided in the foregoing provisions no third party shall be benefited hereby. This SFF/Agreement may not be enforced by anyone other than a party hereto or a successor to such party who has acquired his/her/its interest in a way permitted by the above provisions.

11.17. Force Majeure. The obligations of any party under this SFF/Agreement, and all deadlines by which any party's obligations hereunder must be performed, shall be excused or extended for a period of time equal to any prevention, delay or stoppage in performance which is attributable to any strike, lock-out or other labor or industrial disturbance, civil disturbance, act of a public enemy, war, riot, sabotage, blockade, embargo, lightning, earthquake, fire, storm, hurricane, tornado, flood or explosion.

11.18. Consultation Regarding Consultants. School District and Developers shall consult with each other regarding School District's ultimate selection of consultants for the formation of the CFD and issuance of Bonds, the State approvals for the PA 1/PA 2 School Facilities and the design and construction of the PA 1/PA 2 School Facilities to the extent herein provided.

11.19. District CEQA Compliance. The obligations of School District as to acquiring or constructing the PA 1/PA 2 School Facilities are subject to School District complying with the California Environmental Quality Act.

11.20. Memorandum of Agreement. Within fifteen (15) days following the execution of this SFF/Agreement by all parties, a memorandum of this SFF/Agreement, in the form set forth in Exhibit I, may be recorded with respect to those portions of the Rancho Mission Viejo Property owned by the Owners at the time of execution of this SFF/Agreement.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties hereto have executed this SFF/Agreement on the day and year first written.

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
President, Board of Education

By: \_\_\_\_\_  
Clerk, Board of Education

Approved as to Form:  
Bowie, Arneson, Wiles & Giannone

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

RMV COMMUNITY DEVELOPMENT, LLC,  
a California limited liability company

By: Rancho Mission Viejo, L.L.C.,  
a Delaware limited liability company,  
its authorized agent and manager

By: \_\_\_\_\_  
Donald L. Vodra  
Chief Operating Officer

By: \_\_\_\_\_  
Dan Kelly  
Senior VP – Government Relations  
and Corporate Communications

*[Signatures continued on next page]*

RMV PA2 DEVELOPMENT, LLC,  
a California limited liability company

By: Rancho Mission Viejo, L.L.C.,  
a Delaware limited liability company,  
its authorized agent and manager

By: \_\_\_\_\_  
Donald L. Vodra  
Chief Operating Officer

By: \_\_\_\_\_  
Dan Kelly  
Senior VP – Government Relations  
and Corporate Communications

DMB San Juan Investment North, LLC, a Delaware  
limited liability company

By: Rancho Mission Viejo, L.L.C.,  
a Delaware limited liability company,  
its authorized agent and manager

By: \_\_\_\_\_  
Donald L. Vodra  
Chief Operating Officer

By: \_\_\_\_\_  
Dan Kelly  
Senior VP – Government Relations  
and Corporate Communications

*[Signatures continued on next page]*

RMV Middle Chiquita, LLC, a California limited liability company

By: Rancho Mission Viejo, L.L.C.,  
a Delaware limited liability company,  
its authorized agent and manager

By: \_\_\_\_\_  
Donald L. Vodra  
Chief Operating Officer

By: \_\_\_\_\_  
Dan Kelly  
Senior VP – Government Relations  
and Corporate Communications

RMV Ranch House, LLC, a California limited liability company

By: Rancho Mission Viejo, L.L.C.,  
a Delaware limited liability company,  
its authorized agent and manager

By: \_\_\_\_\_  
Donald L. Vodra  
Chief Operating Officer

By: \_\_\_\_\_  
Dan Kelly  
Senior VP – Government Relations  
and Corporate Communications

*[Signatures continued on next page]*

RMV Headquarters, LLC, a California limited liability company

By: Rancho Mission Viejo, L.L.C.,  
a Delaware limited liability company,  
its authorized agent and manager

By: \_\_\_\_\_  
Donald L. Vodra  
Chief Operating Officer

By: \_\_\_\_\_  
Dan Kelly  
Senior VP – Government Relations  
and Corporate Communications

RMV San Juan Watershed, LLC, a California limited liability company

By: Rancho Mission Viejo, L.L.C.,  
a Delaware limited liability company,  
its authorized agent and manager

By: \_\_\_\_\_  
Donald L. Vodra  
Chief Operating Officer

By: \_\_\_\_\_  
Dan Kelly  
Senior VP – Government Relations  
and Corporate Communications

*[Signatures continued on next page]*

RMV San Mateo Watershed, LLC, a California  
limited liability company

By:      Rancho Mission Viejo, L.L.C.,  
            a Delaware limited liability company,  
            its authorized agent and manager

By: \_\_\_\_\_  
            Donald L. Vodra  
            Chief Operating Officer

By: \_\_\_\_\_  
            Dan Kelly  
            Senior VP – Government Relations  
            and Corporate Communications

RMV Blind Canyon, LLC, a California limited  
liability company

By:      Rancho Mission Viejo, L.L.C.,  
            a Delaware limited liability company,  
            its authorized agent and manager

By: \_\_\_\_\_  
            Donald L. Vodra  
            Chief Operating Officer

By: \_\_\_\_\_  
            Dan Kelly  
            Senior VP – Government Relations  
            and Corporate Communications

*[Signatures continued on next page]*

RMV MC Investment, LLC, a California limited liability company

By:     Rancho Mission Viejo, L.L.C.,  
          a Delaware limited liability company,  
          its authorized agent and manager

By: \_\_\_\_\_  
      Donald L. Vodra  
      Chief Operating Officer

By: \_\_\_\_\_  
      Dan Kelly  
      Senior VP – Government Relations  
      and Corporate Communications





**EXHIBIT A**

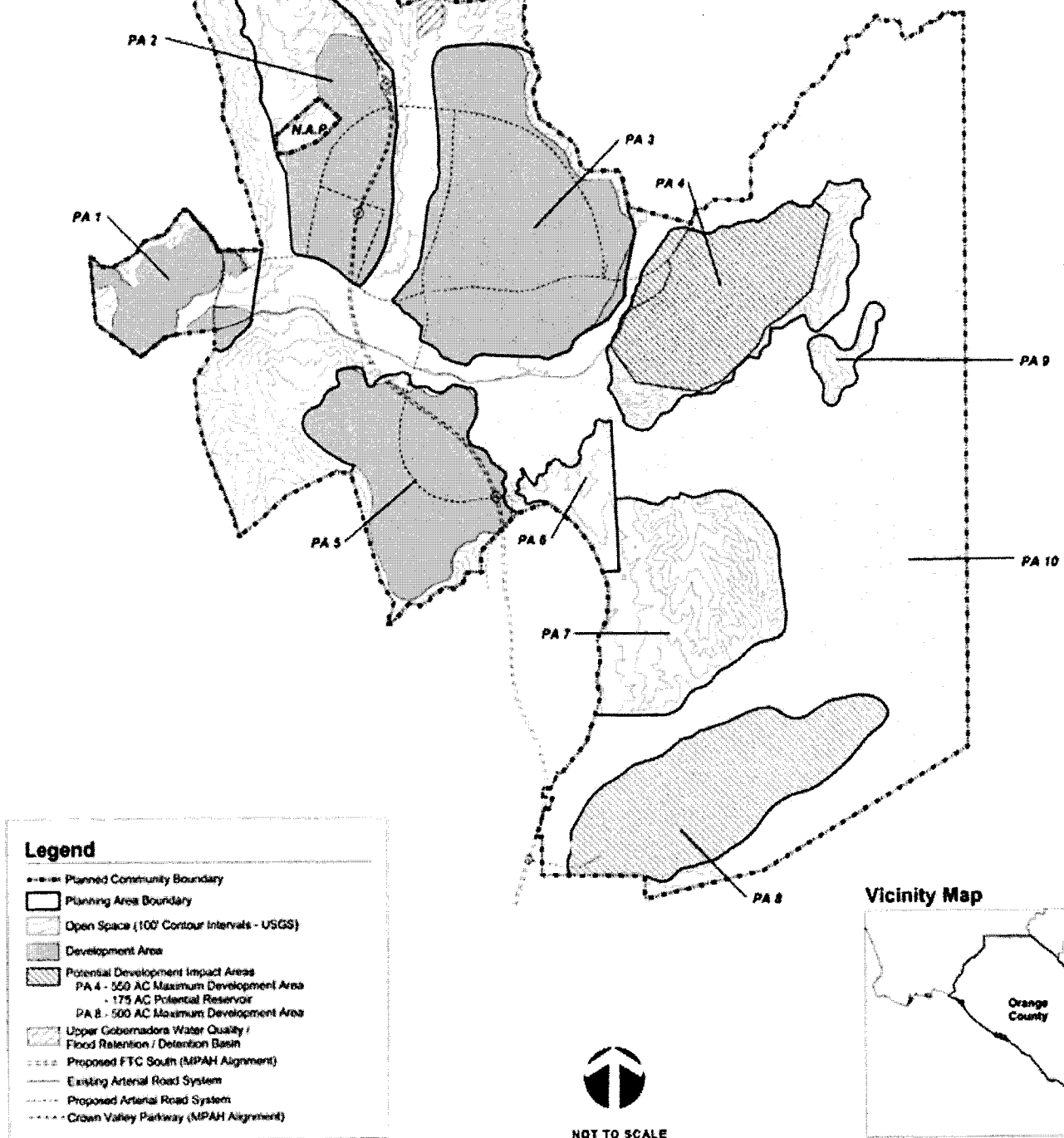
**MAP OF RANCHO MISSION VIEJO PROPERTY**

**(Including Planning Areas)**

## EXHIBIT A

### MAP OF RANCHO MISSION VIEJO PROPERTY

(Including Planning Areas)



## **EXHIBIT A-1**

### **DESCRIPTION OF RANCHO MISSION VIEJO PROPERTY**

#### **PA1** (MERCHANT BUILDERS)

LOTS 1-31 OF TRACT NO. 17453 AS SHOWN ON A MAP FILED ON 10/23/12, IN BOOK 911, PAGES 1 THROUGH 48, INCLUSIVE, OF MISCELLANEOUS MAPS, INSTRUMENT NO. 2012000644146.

PARCEL 1, AS SHOWN ON EXHIBIT "B" ATTACHED TO LOT LINE ADJUSTMENT LL 2004-039 RECORDED 10/21/04 AS INSTRUMENT NO. 2004000951825; EXCEPTING THEREFROM, THAT PORTION CONVEYED TO THE COUNTY OF ORANGE, AS MORE FULLY DESCRIBED IN DOCUMENT RECORDED 8/1/08 AS INSTRUMENT NO. 2008000368965; ALSO EXCEPTING THEREFROM, THAT PORTION CONVEYED TO THE COUNTY OF ORANGE, AS MORE FULLY DESCRIBED IN DOCUMENT RECORDED 10/5/10 AS INSTRUMENT NO. 2010000500805.

#### **PA1** (COMMERCIAL)

PARCEL 44, CC 2001-01, INSTRUMENT NO. 20010508635 O.R., RECORDED 07/26/01

LOT DD OF TRACT NO. 17453 AS SHOWN ON A MAP FILED ON 10/23/12, IN BOOK 911, PAGES 1 THROUGH 48, INCLUSIVE, OF MISCELLANEOUS MAPS, INSTRUMENT NO. 2012000644146

#### **PA2** (SOUTH)

PARCELS 39-48, CC 2011-01, INSTRUMENT NO. 2011000677171 O.R., RECORDED 12/27/2011  
PORTIONS OF PARCEL 29 AND 30, CC 2011-01

PARCEL 38, EXCEPTING THEREFROM THAT PORTION OF LAND GRANTED TO THE COUNTY OF ORANGE FOR COW CAMP ROAD, PER THE GRANT DEED AS INSTRUMENT NO. 2013000390494 O.R., RECORDED 6/27/2013

#### **PA2** (NORTH)

PORTION OF PARCEL 13, CC 2011-01, INSTRUMENT NO. 2011000677171 O.R., RECORDED 12/27/2011

#### **PA3**

PARCEL 70-103, CC 2011-01, INSTRUMENT NO. 2011000677171 O.R., RECORDED 12/27/2011  
PARCEL 1, PM 93-159, PMB 280/49-50  
PARCEL 1, PM 94-153, PMB 287/9-10  
PARCEL 1, PM 95-161, PMB 296/11-12

#### **PA4**

PARCELS 104-121, CC 2011-01, INSTRUMENT NO. 2011000677171 O.R., RECORDED 12/27/2011  
(550-ACRE PA4 PARCELS 104-112, CC 2011-01)

#### **PA5**

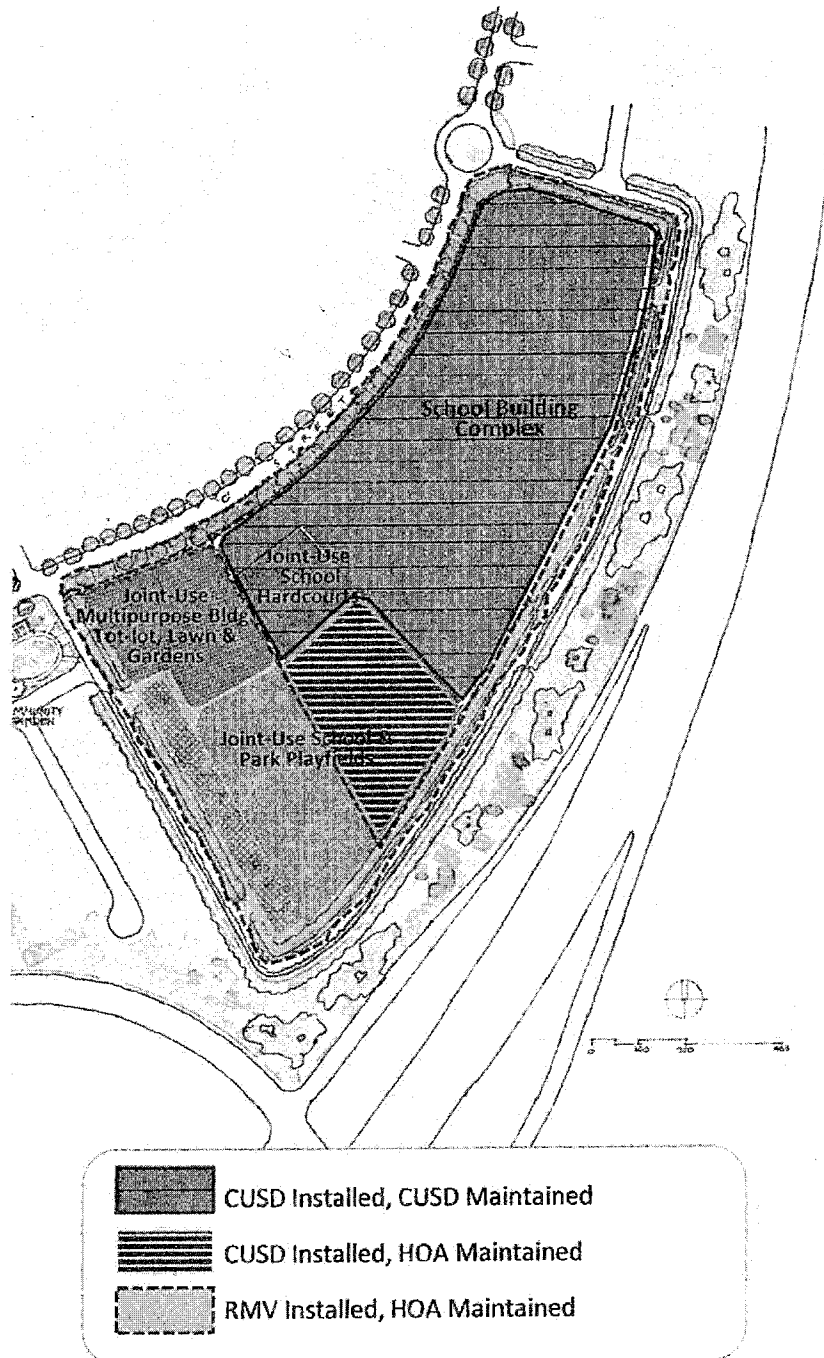
PARCELS 4-7, 9-16, 18-24, CC 2012-01, INSTRUMENT NO. 2010000690527 O.R., RECORDED 12/22/2010

#### **PA8**

PARCEL 71-91, CC 2012-01, INSTRUMENT NO. 2010000690527 O.R., RECORDED 12/22/2010

**EXHIBIT B**

**JOINT USE SITE PLAN**



## **EXHIBIT B**

### **2013 SCHOOL HOUSING PLAN FOR THE RANCHO MISSION VIEJO**

#### **1. PURPOSE AND SUMMARY**

This “2013 School Housing Plan” or (“2013 SHP”) is an exhibit to the School Facilities and Funding Agreement and Option to Purchase School Site (the “SFF/Agreement”) among Capistrano Unified School District (“School District”), RMV Community Development, LLC and RMV PA2 Development, LLC (collectively, “Developers”) and other “Owners,” which sets forth certain obligations for school facilities to serve students residing within the PA 1/PA 2 Property (“PA 1/PA 2 Project Students”). Rancho Mission Viejo development activities will occur within a series of individual planning areas (“PAs”). The approximate location and size of the PAs (per current plans and agreements) are depicted in Exhibit A of the SFF/Agreement and described as PAs 1, 2, 3, 4, 5 and 8. The 2013 SHP encompasses the school facilities plan for PA 1 and PA 2 as well as criteria to be considered in the High School Study described in the SFF/Agreement.

The 2013 SHP includes the following: the Developers’ residential dwelling unit (“DU”) projections for PA 1 and PA 2 the anticipated student generation rates per DU and student projections, a plan for serving the PA 1/PA 2 Project Students, the number and type of permanent and portable facilities currently operated by School District, and the estimated costs for future interim and permanent facilities. This 2013 SHP reflects present School District Board Education Policies and/or the California Department of Education (“CDE”) guidelines related to school size capacity, loading standards, and site acreages for new schools.

It is anticipated that the parties may in the future approve a school housing plan for K-12 students from PAs 3, 4, 5 and 8. This 2013 SHP may serve as the framework for those future discussions.

Capitalized terms that are not otherwise defined in this 2013 SHP shall have the meaning ascribed to them in the SFF/Agreement.

#### **2. ASSUMPTIONS USED FOR SCHOOL IMPACT ANALYSIS FOR PA 1/PA 2 PROPERTY**

To project the number of PA 1/PA 2 Project Students, the following number of DUs and student generation rates (“SGRs”) were assumed:

##### ***A. New Residential Units***

For the purposes of this analysis, the DUs are classified into five product types: (1) single family detached units (“SFD”); (2) high density > 7 DU/acre (“ac”) single family detached units (“HD-SFD”); (3) single family attached units (“SFA”); (4) multifamily rental units (“MF”); and (5) multifamily rental affordable units (“Affordable Dwelling Units”).

Based upon current development plans, it is anticipated that a maximum of 14,000 residential units are projected at build out of the Rancho Mission Viejo Project, of

which 6,000 are assumed for development as Senior Units, and not including any Affordable Dwelling Units that may be constructed in County Affordable Housing Property. Senior Units shall be consistent with Government Code Section 65995.1 and on such basis are assumed to not generate students. It is assumed there will be a total of 1,227 total residential units in PA 1, consisting of 286 Senior Units and the remaining 941 DUs divided among the following product types: 351 SFD, 304 SFA, and 286 MF DUs, as outlined in Table 1.

In PA 2, the 2013 SHP assumes 1,967 DUs divided among the following product types: 536 SFD, 691 HD-SFD, 450 SFA, and 290 MF DUs. In addition, a 12-acre site may be designated for use by the County for Affordable Dwelling Units. The density on this site is assumed to be 22 DU/acre for 264 Affordable Dwelling Units. The estimated total number of Dwelling Units in PA 2 is 2,231 for a total of 3,172 DUs within the PA 1/PA 2 Property, as outlined in Table 1.

**TABLE 1**  
*Estimated Number and Product Type of Dwelling Units by Planning Area*

	<u><b>Product Type</b></u>	<u><b>Number of Units</b></u>
<b>PA 1</b>	SFD	351
	SFA	304
	MF	286
	<i>Total</i>	<i>941</i>
<b>PA 2</b>	SFD	536
	HD SFD	691
	SFA	450
	MF	290
	<i>Sub-total</i>	<i>1,967</i>
	<i>Affordable</i>	<i>264</i>
	<i>Total</i>	<i>2,231</i>
<b>TOTAL</b>	<b><i>SFD</i></b>	<b><i>887</i></b>
	<b><i>HD SFD</i></b>	<b><i>691</i></b>
	<b><i>SFA</i></b>	<b><i>754</i></b>
	<b><i>MF</i></b>	<b><i>576</i></b>
	<b><i>Sub-total</i></b>	<b><i>2,908</i></b>
	<b><i>Affordable</i></b>	<b><i>264</i></b>
	<b><i>Total</i></b>	<b><i>3,172</i></b>

*Note: Timing, the number and type of Dwelling Unit within each PA are subject to change from time to time as market conditions dictate. Unit counts exclude Senior Units.*

The Rancho Mission Viejo Project will be implemented in phases and the timing of development and the number and type of units constructed within each PA will depend upon several factors including, but not limited to, entitlement processing schedules, demographics, market demand, financing costs, local/regional infrastructure coordination and the County's election to provide for additional Affordable Dwelling Units in PAs 3, 4, 5 and 8. An Area Plan will be prepared and approved by the County for each PA. Through the Area Plan and subsequent subdivision map process, the specific number and type of Dwelling Units will be

established. No later than January 31 each year, Developer will provide School District the total number of Dwelling Units by product type projected to be built over the first six months of that year (January through June) and each of the following three year periods (July 1 through June 30) as further provided in the SFF/Agreement.

**B. Student Generation Rates (“SGR”)**

For the purpose of the 2013 SHP, as to the PA 1/PA 2 Property it was mutually agreed by School District and Developers to estimate student generation in PA 1 and PA 2, based upon the SGR from existing residential development within Ladera Ranch comparable in density, size, pricing, and amenities to the planned housing (“Like Product”). In the case of HD-SFD SGR, Irvine Unified School District-wide SGR for like product were used to validate the Ladera HD-SFD SGR. In the case of the Affordable Dwelling Units, a formula increased the Ladera MF SGR for K-8 by 220% and the MF for 9-12 by 334% based upon Irvine Unified School District-wide SGR for multifamily, affordable dwelling units.

For future PAs, this process may be repeated. The Developers will identify existing DUs in PA 1 and PA 2 similar to the future housing planned in the PAs and provide School District with the addresses of the Like Product. The School District will match the addresses to determine the SGRs (“Actual SGR”). At least 300 Dwelling Units within each Product Type must be occupied prior to use of Actual SGR for planning school facilities. The current assumed SGR for each Product Type are described in Table 2 below.

**TABLE 2**  
*Student Generation Rates*

<i><b>Product Type</b></i>	<i><b>K-5</b></i>	<i><b>6-8</b></i>	<i><b>9-12</b></i>	<i><b>K-12</b></i>
<b>Like Product SGRs for PA 1 and PA 2</b>				
SFD	0.4404	0.1624	0.1371	0.7399
HD SFD	0.2670	0.0922	0.0777	0.4369
SFA	0.2353	0.0796	0.0681	0.3829
MF	0.0607	0.0234	0.0271	0.1112
Affordable	0.1335	0.0516	0.0904	0.2755

*Source: SGR based on Ladera Ranch Like Product and other sources for Affordable Dwelling Units. Matching by CUSD. May 2012.*

**3. STUDENT PROJECTION**

As outlined in the SFF/Agreement, on an annual basis, School District and Developers shall estimate the number of PA 1/PA 2 Project Students expected to be generated within the PA 1/PA 2 Property over a forty-two (42) month period based on the number and Product Types of Dwelling Units anticipated to be constructed, as provided by Developer, and the SGR outlined in Section II. B above.

At the time of preparing this 2013 SHP, using the SGRs from Table 2 above, the number of students anticipated at build-out within PA 1 and PA 2 are 823 K-5 students, 295 6-8 students and 266 9-12 students as shown in Table 3. Students generated from new communities may lag the SGR for a few years, and typically peak 5 to 10 years after initial home occupancy in the area. Historically, a new community begins to decline from the peak and the number of students stabilizes for many years, but in some instances there are increases in future years. The build out of PA 1 is expected to take 3 to 4 years and PA 2 is expected to build out several years following PA 1. Because the Like Product SGRs are derived from Ladera Ranch, which is assumed to be currently peaking in student population, these projections may be an estimate of an assumed maximum number of students.

<b>TABLE 3</b> <i>Cumulative Student Generation for PA 1 &amp; 2 using Like Product SGR</i>					
<b>Product Type</b>	<b>K-5</b>	<b>6-8</b>	<b>K-8</b>	<b>9-12</b>	<b>K-12</b>
SFD	391	144	535	122	656
HD SFD	184	64	248	54	302
SFA	177	60	237	51	289
MF	35	13	48	16	64
Affordable	35	14	49	24	73
Total	823	295	1,118	266	1,384

#### 4. FACTORS RELATIVE TO SCHOOL CONSTRUCTION

##### A. *Size of Schools: School Capacity and School Site Acreage*

Table 4 shows School District's desired school capacity and the proposed corresponding school site acreage<sup>1</sup>

<b>TABLE 4</b> <b>Student Loading and School Site</b>				
<b>School (Grade Level)</b>	<b>Permanent Seats</b>	<b>Peak Enrollment</b>	<b>Joint-Use Acreage</b>	<b>CUSD Proposed Site Acreage w Joint-use</b>
Elementary (K-5)	750	1,000	3	13
K-8	1,200	1,600	5	19
High (9-12)	2,200	2,800	10	50
<i>Source: CUSD</i>				

<sup>1</sup> School site acreage assumes net usable acres defined as the gross acres of a school site less any acreage within a public right of way, the acreage of perimeter slopes exceeding a 2% grade or any other acreage otherwise not reasonably useable for a school site.



*B. Anticipated Capacity in Existing Local Schools:*

Except as to determining Funding Thresholds and True Up Payments pursuant to the SFF/Agreement, existing School District schools listed in Table 5 ("Local Schools") are anticipated pursuant to the SFF/Agreement to serve PA 1/PA 2 Project Students based on a proportionate allocation by School District of available capacity on an interim basis as described in detail below. As provided in the SFF/Agreement, not later than January 31 each year, School District will compare the number of existing and projected PA 1/PA 2 Project Students and existing and projected District Students in the Local Schools and the PA2 School, once constructed, in the next school year to the Permanent School Facilities and Portable School Facilities capacity of such Local Schools allocated to the PA 1/PA 2 Property as provided in the SFF/Agreement and the permanent and interim capacity of the PA 2 School ("One Year Projection"). School District shall also compare the number of such existing and projected PA 1/PA 2 Project Students and District Students to the Permanent School Facilities capacity available in the Local Schools, as proportionately allocated by School District pursuant to Sections 4.4 and 4.5 of the SFF/Agreement and the PA 2 School, once constructed, for each of the next three (3) school years (the "Three Year Projection"). Prior to completion of the PA 2 School, the One Year Projection shall be used by the Parties in determining the need for transportation, or additional Portable Classrooms at Local Schools. Following completion of the PA 2 School, the One Year Projection shall be used to determine the need for Interim Facilities at the PA 2 School. The Three Year Projection shall be used by the parties in determining whether Funding Thresholds have occurred. At the time of preparation of this 2013 SHP, the following capacity is anticipated to be available at the Local Schools for proportionate allocation to the PA 1/PA 2 Property and PA 1/PA 2 Project Students:

Prior to construction of permanent facilities within PA 2, the Grades K-5 PA 1/PA 2 Project Students may attend Ambuehl Elementary School, where there is estimated existing capacity for 166 additional students, of which 100 would be housed in existing portable classrooms.<sup>2</sup> The current permanent capacity of Ambuehl is 500 students and the current enrollment is 434 students leaving an estimated available permanent capacity of 66. Because the Ambuehl site is 15 acres, it is anticipated that additional portables might be added to the site on an interim basis, with funds provided pursuant to Section 11.2 of the SFF/Agreement for example, without overcrowding the site to provide capacity for additional PA 1/PA 2 Project Students, subject to complying with applicable law and regulations, including CEQA.

Prior to construction of permanent facilities within PA 2, the Grades 6-8 PA 1/PA 2 Project Students may attend Marco Forster Middle School, where there is estimated existing capacity for 554 additional middle school students in existing portable classrooms. The total current permanent capacity of Marco Forster is 917 and the current enrollment is 1,363.

High school capacity at San Juan Hills High School might be available to serve PA 1/PA 2 Project Students. San Juan Hills High School has 355 seats available in

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<sup>2</sup>Available capacity calculation assumes loading factor of 25 students per classroom.

portable classrooms based on current enrollment.<sup>3</sup> The total current permanent capacity of San Juan Hills is 1,728 and the current enrollment is 2,021.

PA 1/PA 2 Project Students may also attend other Local Schools listed in Table 5 on an interim basis as space is available.

**TABLE 5**  
*Existing Local Schools to Serve PA 1 and PA 2 and future PAs on an Interim Basis*

<i>Elementary Schools</i>	<i>Middle Schools</i>	<i>High Schools</i>
Ambuehl	Ladera Ranch	San Juan Hills
Chaparral	Las Flores	Tesoro
Del Obispo	Marco Forster	
Kinoshita		
Ladera Ranch		
Las Flores		
Oso Grande		

*Source: CUSD.*

### C. *School Construction Costs*

#### 1. K-8 Schools Framework

The PA 2 School shall be constructed to house 1,200 students in permanent facilities and approximately 400 students on an interim basis in additional portable classrooms. On a per student basis, approximately 67 square feet ("SF") are allocated in permanent facilities for the PA 2 School. In addition and not included in the 67 SF allocation are interim portable classrooms for 400 students loaded at 26 students per classroom. Approximately 15 portable classrooms will be needed for interim capacity.

The total cost (excluding land acquisition and including all soft costs, service site, furniture and equipment, etc.) of the PA 2 School was calculated at \$388 (2012 costs) per square foot per the SFF/Agreement. The estimated current cost of additional portable classrooms is assumed to be \$40,000 per classroom.<sup>4</sup>

#### 2. Elementary School Framework

Although no K-5 schools are planned within PA 1 and PA 2, elementary school construction may be considered in the future PAs. Any new K-5 schools within Rancho Mission Viejo are anticipated to house 750 students in permanent facilities and approximately 300 students in additional portable classrooms. On a

<sup>3</sup> CUSD Core Capacity. School Site Capacity Analysis & Board Policy and Administrative Regulations. Capistrano Unified School District. Prepared by Shawn M. Lohman, Executive Director, School Facilities and Planning. January 14, 2008. P. 7.

<sup>4</sup> Estimate includes acquisition and installation of a portable classroom.

per student basis, approximately 59 SF are allocated in permanent facilities. Portable classrooms for up to 300 students loaded at 25 students per classroom could be added to K-5 campuses to address interim capacity.

### 3. High School

At the time of preparation of the 2013 SHP, School District and Developers have agreed to High School Payments on a per Dwelling Unit basis within the PA 1/PA 2 Property, subject to the terms of the SFF/Agreement, but have not agreed on a school plan for permanent school facilities to address high school students generated by the development of Rancho Mission Viejo. The type of high school facilities, including the options of a small high school on 8-9 acres, an expansion of one of the existing high schools or a fair share of a new comprehensive high school within PA 3, 4 or 5 will determine the necessary high school facilities. School District, at its election, may require payment of deferred High School Payments and interest accrued thereon and provide High School Facilities prior to completion of the High School Study, as provided in Section 7.2 of the SFF/Agreement. Pursuant to Section 7.1 of the SFF/Agreement, a third party consultant selected by School District will conduct a study of the high school facility requirements for Rancho Mission Viejo at the time set forth in the SFF/Agreement. With respect to PAs 1 through 5, the study will be based on then current and projected student generation, capacity at high schools district wide and the Education Policies. A separate element of the study or a later study will examine PA 8 and the high school needs at San Clemente High School. Should a comprehensive high school or a small high school be required by the PAs 1 through 5 study, the applicable Owner will reserve, as provided in the SFF/Agreement, for acquisition by the School District on mutually acceptable terms, a high school site that meets the State requirements for school sites.

#### *D. School Site Acquisition and Development Costs*

The Option Agreement for the PA 2 School Site will be executed concurrently with the SFF/Agreement. The purchase price of the PA 2 School Site shall be fair market value in a Superpad Condition as set forth in the SFF/Agreement.

#### *E Joint-Use Parameters*

An agreement between School District and Rancho Mission Viejo Master Maintenance Corporation ("Rancho MMC") will outline the rules and procedures for the joint-use of facilities located on property adjacent to the School Site ("Joint Use Agreement") and be executed concurrently with the SFF/Agreement and the Option Agreement for the PA 2 School Site. The SFF/Agreement provides for the construction of the Joint Use Facilities by Developers prior to, or concurrent with, completion of the PA 2 School. The basic requirements of the Joint Use Facilities include the following:

##### 1. Site Size

The PA 2 School is to be built on 14 acres adjoining approximately 5 acres that will be available for joint-use and owned by Rancho MMC as provided in the Joint Use Agreement. The exact acreage of the Joint Use Site will be determined in the design process as agreed upon by the School District and Developers.

## 2. Facilities

A multipurpose building will be built by Developers on the Joint Use Site concurrent with the PA 2 School and subject to the Joint Use Agreement. The multipurpose building will be available for school activities and events and will be designed so that a total of 1,300 students and adults can assemble in the multipurpose building at one time. The Developers, with the cooperation of School District, may design the multipurpose building facility so that school activities and Rancho MMC community activities can occur simultaneously in different locations within the multipurpose building.

Joint use fields and playgrounds will be built on both school district property and the Joint Use Site. To be considered joint-use, fields must be built to meet CDE requirements as to size, DTSC and, as applicable, DSA requirements relating to design and construction specifications. As provided in the Joint Use Agreement, the fields and playgrounds will not be used simultaneously.

No construction of any facilities such as sports fields, concessions, backstops or seating can be built on joint use land, whether on School District property or on the Joint Use Site without the permission and approval of the applicable landowner, as provided in the Joint Use Agreement.

## 3. Hours and Scheduling

The hours of use and scheduling process are set forth in the Joint Use Agreement.

## 4. Management and Maintenance

Management and maintenance of the Joint Use Facilities is set forth in the Joint Use Agreement.

## 5. Capital Cost

The multipurpose building shall be constructed by the Developers and sized so that a total of 1,300 students and adults could assemble in the multipurpose building at one time. The multipurpose building will meet the required codes and include the required ancillary facilities for a total of 1,300 students and adults such as restrooms and storage.

The School District will use its Furniture and Equipment allowance out of the construction budget for the PA 2 School to equip the multipurpose building for school-related needs.

The School District, if authorized by applicable law, will apply to the state and other potential funding sources for joint-use construction funding if such funding becomes available and the multipurpose building becomes eligible for such funding. Currently the Joint Use Facilities described above do not meet the current statutory requirements for the State Joint Use funding program because they will be owned by Rancho MMC.

6. State Approval

The Joint Use Facilities will be designed to meet state requirements, including CDE and DTSC for the field areas and DSA for the multipurpose building. The School District will obtain CDE approval for the joint-use fields from CDE. The Developer will obtain DSA approval for the multipurpose building.

7. Design and Design Process

Developers and School District intend that the multipurpose building be available for the PA 2 School activities and events as well as be available for community activities and events, at times simultaneously in different locations, as provided in the Joint Use Agreement. Developers agree that in the development of plans and specifications of the multipurpose building, consultation with School District representatives will include (1) a meeting prior to the commencing of the design with the Developers' architect; (2) review of preliminary plans by the School District where comments and suggestions are provided; and (3) due consideration of School District comments in preparation of the final plans. The plans shall be reviewed by DSA and construction shall be inspected by DSA.

*F. State Funding*

School District shall make reasonable efforts to pursue funding for the PA 2 School from the State ("State Funds") as provided in the SFF/Agreement. School District and Developers agree that State Funds are an integral funding source for the PA 2 School.

Pursuant to the current State funding program the State contributes for new schools per student grants and 50% of actual land acquisition and site development costs. At a minimum, under the current rules and land value assumptions, the State funding program would provide 50% of the fair market value of the PA 2 School Site. The per pupil construction grant amounts are updated annually based on changes in construction cost indexes that are intended to reflect current school construction costs. The per pupil grant amounts, which are the minimum amounts of construction funding anticipated, are updated annually in January and are currently as follows in Table 6. Based on 2013 per pupil grant amounts, it is assumed \$11,500,000 would be allocated by the State for construction of a 1,200 student K-8 school subject to Project Eligibility for 1,200 students.

**TABLE 6**  
*2012 State Funding Grant Amounts*

<i>School (Grade Level)</i>	<i>Grant Amount per Pupil</i>
Elementary (K-6)	\$9,455
Middle (7-8)	\$9,999
High (9-12)	\$12,721

*Source: State Allocation Board Meeting. January 2012.*

The current State funding program also administers special programs such as those funding joint-use facilities meeting applicable statutory requirements,

Career Technical education and many others. Therefore, it is assumed that State Funding estimates provided in this 2013 SHP are the minimum expected amounts under the current program.

1. Failure to Obtain State Funding

The SFF/Agreement includes provisions to address delays in obtaining, or unavailability of, State Funds for the PA 2 School.

G Other Sources of Funding

Other sources of funding to be applied by School District for the PA 2 School are described in the SFF/Agreement.

5. PROPOSED HOUSING PLAN

Based upon the student projections shown in Table 1, it is estimated that one new K-8 school in PA 2 will be sufficient to accommodate all K-8 students generated from PA 1 and PA 2. The projected number of high school students in PA 1 and PA 2 is 266. Capacity in existing Local Schools, as proportionately allocated by School District as described above, or additional portable school facilities as described in the SFF/Agreement, will address housing needs of PA 1 and PA 2 students on an interim basis as elected by School District.

A. Elementary and Middle School Level

School District will pursue State Funds for the PA 2 School. The PA 2 School will be constructed to house 1,200 students in permanent facilities with infrastructure in place for portable classrooms that could be added, with funds provided by Developers pursuant to the SFF/Agreement, to house approximately 400 additional students. Portable classrooms will be loaded at a rate of 26 students per classroom. On a per student basis, approximately 67 SF are allocated in permanent facilities depending on grade level for a total of 80,400 square feet. A deduction of 4,550 SF for the PA 2 School has been made as a result of the provision of the Joint-Use multipurpose building so that the total square footage of the PA 2 School will be 75,850. The resulting cost of the PA 2 School, excluding land, to be funded with Project Funding Sources and State Funds, shall not exceed the amount of \$29,429,800 ( $\$388/\text{SF} \times 75,850 \text{ SF}$ ), as adjusted on January 1, 2014, and each January 1 thereafter, based on the percentage change in the Construction Index, from the base date of January 1, 2012.

As set forth in the SFF/Agreement, the timing for completion of constructing the PA 2 School, subject to Section 11.17 of the SFF/Agreement, shall occur no later than when 300 grades K-5 PA 1/PA 2 Project Students in excess of the number of available permanent seats at Ambuehl Elementary School, if any, proportionately allocated to the PA 1/PA 2 Property are projected to be generated within PA 1 and PA 2 in a given school year ("Unhoused K-5 Students"). The Three Year Projection provided for in the Agreement will determine the year in which at least 300 Unhoused K-5 Students are projected, which will be the target school opening or completion date of the K-8 school ("K-8 Opening Date"). The following Funding Thresholds have been set based on the K-8 Opening Date:

- Funding of site acquisition and construction will be provided 20 months prior to the K-8 Opening Date. However, School District may request funding earlier, as provided in Section 6.3 of the SFF/Agreement, if that Funding Threshold has not occurred by the issuance of a Certificate of Compliance for the 1,150<sup>th</sup> DU within the PA 1/PA 2 Property and the other conditions provided in Section 6.3 of the SFF/Agreement are satisfied.
- The unexpended portion of the not-to-exceed Funding Amounts in the SFF/Agreement shall adjust each January 1, commencing January 1, 2014, based upon the percentage change in the Construction Index from the base date of January 1, 2012.

## B. High School Level

### 1. Framework for High School Needs and Demands Study

School District and Developers agree that School District's determination of whether a high school facility within the Rancho Mission Viejo Property is necessary will require district-wide analysis and a review of impacts from the entire Rancho Mission Viejo Project. As provided in Section 7.1 of the SFF/Agreement, School District will select and engage a third party consultant for preparation of a needs and demands study ("High School Study") that will address, in relevant part, how high school students from Rancho Mission Viejo may be accommodated by School District by the following alternatives:

- Construction of an 8 to 9 acre Grades 9-12 school within the Rancho Mission Viejo Property
- Expansion or improvement of Local high schools
- Comprehensive high school
- With Owners' consent, which shall not be unreasonably withheld, alternative high school facilities serving Project Students

The cost of services by the school facilities consultant, including research and study preparation, is not to exceed \$50,000 subject to annual adjustment by the same percentage as the Funding Amount adjustment. The High School Study shall be completed within 180 days from commencement. CUSD contemplates making a decision regarding high school facilities required for Rancho Mission Viejo at the conclusion of the study.

### 2. High School Study Methodology

The High School Study shall include the following elements:

- (i) Preparation of a five year high school projection using district wide K-12 student enrollment (California Basic Education Data System ["CBEDS"] files) weighted going back at least five years by school

of attendance and residence. The projection will be based on all of the following variables:

- students residing within School District and attending School District schools (inter-district students and private school students will not be considered),
- a cohort without weighting mechanisms,
- births within the zip codes of the district,
- actual student generation rates of new development constructed within the last five years,
- existing and projected development district wide with lag considerations,
- other relevant variables including but not limited to move-in/move-out factor.

- (ii) A methodology for determining permanent capacity and portable capacity to satisfy requirements to qualify for State Funding for the existing high schools. Based on such methodology, a calculation of capacity of the existing high schools in each of District's six comprehensive high schools and all other high schools existing at that time will be addressed;
- (iii) Identification of capacity shortages and surpluses by high school attendance area and/or area of residence;
- (iv) Map of results based on information in item (iii) above;
- (v) Review of the options for housing high school students, need, timing and funding of new high school facilities within Rancho Mission Viejo;
- (vi) Rank of order of the high school facilities options considering the Education Policies, capital costs, operating costs and available funds; and
- (vii) Other information and data as provided in the approved scope of work.

### 3. High School Site

If based upon the conclusions in the High School Study, the School District reasonably determines that a new high school is needed, Developers and School District will cooperate to identify and Developers will reserve a school site consistent with CDE standards for acquisition by the School District on mutually acceptable terms.

### 6. School Payments

School Payments include (i) with respect to Dwelling Units in Planning Area 1 and Planning Area 2, a PA 2 School Payment in the amounts per Product Type for the PA 2



School as provided in Table 7 and in Section 3.2 of the SFF/Agreement; and (ii) with respect to Dwelling Units in Planning Area 1 and Planning 2 a High School Payment as shown in Table 7 and in Section 3.2 of the SFF/Agreement.<sup>5</sup> School Payments are subject to adjustment each January 1, commencing January 1, 2014, as provided in Section 3.2 of the SFF/Agreement. School Payments may be adjusted prospectively in accordance with Section 6.6 of the SFF/Agreement if School District or Developer is able to find alternative funding sources not specifically identified in the SFF/Agreement to construct the PA 2 School or High School Facilities. The School Payment amounts reflect presently agreed student generation, anticipated construction costs and projected development, including the number of Dwelling Units and product types within PA 1 and PA 2 as outlined in this SHP.

The School Payments by Product Type are provided in Table 7 below:

**TABLE 7**  
*School Payments by Product Type and Grade Level*

<b>School Payment</b>	<b>Product Type</b>	<b>Payment Per Unit</b>
<b>PA 2 School Payments</b>	SFD	\$13,280/ DU
	HD SFD	\$9,900/ DU
	SFA	\$7,660/ DU
	MF	\$3,910/ DU
	Affordable	\$3,910/ DU
	Commercial Development	\$0.51/ SF
	Senior	\$0.51/ SF
<b>High School Payments</b>	SFD	\$5,069/ DU
	HD SFD	\$3,779/ DU
	SFA	\$2,924/ DU
	MF	\$1,492/ DU
	Affordable	\$1,492/ DU

<sup>5</sup> SFF/Agreement also provides for School Payments of \$0.51 per SF for Senior Units and Commercial/Industrial Development within the PA 1/PA 2 Property.

## ATTACHMENT 1 TASK SCHEDULE/ PROCESS OUTLINE

The purpose of this Task Schedule and the target dates and timelines is to identify key milestones so the Parties, subject to Section 11.17 of the SFF/Agreement, can manage progress toward the opening of the PA 2 School.

Item	Completion	Party Required to Perform
Identify PA 2 School Site and Joint-Use Site and Joint-Use Facilities	Prior to 1 <sup>st</sup> Tentative "A" Map in PA 2	School District, Developer and Rancho MMC
Complete Preliminary State Site Approval	Within 90 days following site identification	School District
Require competitive proposals and hire architect for PA 2 School and Joint-Use Facilities	90 days from Funding Threshold for planning, etc.	School District (for PA 2 School) and Developer (for Joint-Use Facilities)
School Site and Joint-Use Site studies commence	120 days from Funding Threshold for planning, etc.	School District, Developer
DTSC no further action letter for PA 2 School Site and Joint-Use Site	300 days from Funding Threshold for planning, etc.	School District, Developer
Meet CEQA requirements	300 days from Funding Threshold	School District
CDE site package submission	300 days from Funding Threshold for planning, etc.	School District, Developer
DSA PA 2 School and Joint-Use Facilities construction plans submission	420 days from Funding Threshold for planning, etc.	School District, Developer
CDE approval	3 months following submission of plans	School District, Developer
DSA approval	3 months following submission of plans	School District, Developer
OPSC application submission	Within two weeks of CDE and DSA approvals	School District
School Site and Joint-Use Site Notice of Availability	Satisfaction of Superpad Site Condition	Developer
Execute Site Purchase Agreement and acquire School Site	Within 90 days of Notice of Availability, if not earlier pursuant to Option Agreement	School District and Developer
SAB Approval	Within 60 days of submitting application	School District
School Construction bidding	Within 60 days of SAB approval	School District
Construction of PA 2 School and Joint-Use Facilities	Within 60 days or later of (i) receipt of construction bids and/or (ii)	School District and Developer

commenced	Funding Threshold for construction	
Construction completed	Within 540 days of commencement	School District, Developer
School and Joint-Use Facilities Opened	First school year after completion of PA 2 School	School District, Developer
Execute Joint-Use Agreement	Completion of PA 2 School and Joint Use Facilities	School District and Rancho MMC

## **ATTACHMENT 2**

### **GRADING, INFRASTRUCTURE, ENGINEERING AND DESIGN REVIEW PROCESS**

The purpose of Review Process is to facilitate coordination between the School District and its consultants and the Developer regarding the design of the school and the Joint Use facilities.

<b>Orientation (Kick-off)</b>	Meeting with Developers or designee to discuss PA 2 School Site and Joint Use Site layout, infrastructure criteria and location, educational specifications of PA 2 School and initial design direction, including the location of any drainage or irrigation facility easements.
<b>Grading and Infrastructure Planning</b>	Submittals to School District by Developers: 1) Grading plans for PA 2 School Site and Joint Use Site 2) Wet and dry utility infrastructure plans to School Site boundary
<b>Geo-Hazard Investigation and Report</b>	Prepared by School District to determine Site layout
<b>Conceptual Planning Design Review</b>	Submittals to Developers:  1) Conceptual site plan(s) and related information 2) Architectural concept plans and elevations 3) Landscape concept plans
<b>Joint-Use Multipurpose Facility Conceptual Planning Design Review</b>	Submittals to School District: 1) Conceptual site plan(s) and related information 2) Architectural concept plans and elevations 3) Landscape concept plans
<b>Engineering and Design Review</b>	Submittals to Developers:  1) Dimensional site plans and details 2) Developed architectural plans and details 3) Developed landscape plans and details 4) Exterior materials and colors under consideration 5) Preliminary sign and naming concepts 6) Sign program 7) Preliminary engineering
<b>Construction Documents</b>	Submittals to Developers:

**Design Review**

- 1) Final site plans, including grading/utilities plans
- 2) Final architectural plans and details
- 3) Sample board of exterior colors and materials
- 4) Final landscape/irrigation plans, with plant sizes
- 5) Exterior lighting plan and fixture illustrations
- 6) Final drawings for exterior signs

**Construction  
Compliance**

Submittals to Developers:

**Design Review**

Field change order review and design review verification

**Note:** The process for design review by Developers is independent to the process for design review by the state or other governmental entities. The procedures are not related in any direct way.



## **EXHIBIT C**

### **CFD PARAMETERS**

1. Definitions. Capitalized terms used in this Exhibit C that are not otherwise defined below shall have the meaning ascribed to them in the Agreement.

“Act” means the Mello-Roos Community Facilities Act of 1982, as amended (Government Code Section 53311, *et seq.*).

“Assessor’s Parcel” means a lot or parcel of land designated on an Assessor’s Parcel Map with an assigned Assessor’s Parcel Number.

“Assessor’s Parcel Map” means an official map of the Assessor of the County designating parcels by Assessor’s Parcel Number.

“Assessor’s Parcel Number” means the number assigned to an Assessor’s Parcel by the County for the purpose of identification.

“Developed Property” means Assessor’s Parcels for which building permits are issued prior to March 1 of the prior fiscal year.

“Final Map Property” means Assessor’s Parcels for which a Final Subdivision “B” Map has been approved.

“Goals and Policies” means the “Local Public Agency Goals and Policies for Community Facilities Districts” adopted by School District as of the date of this SFF/Agreement.

“JCFA” means a joint community facilities agreement, by and among the Developer, School District or other Public Agency establishing a CFD and a Public Agency whose facilities are to be authorized to be financed through the CFD, which satisfies the requirements of the Act.

“Undeveloped Property” means taxable property within a CFD that is not classified as Developed Property or Final Map Property.

2. CFD Established by County, SMWD or other Public Agency.

- At Developers’ request, pursuant to Section 11.3 of the SFF/Agreement, and School District’s concurrence, the School Facilities may be authorized to be financed with the proceeds of the special taxes, excluding CFD Special Tax Remainder Funds, and bonds of one or more CFDs to be established that encompass(es) all or a portion of the PA 2 Property by the County, the Santa Margarita Water District (“SMWD”), or other Public Agency as the lead agency (the “Lead Agency”) in accordance with the parameters set forth below and, consistent with such parameters, a JCFA to be entered into by School District, Developers and the Lead Agency.

A. CFD Structure.

- Each CFD may consist of multiple improvement areas (each, an “Improvement Area”) corresponding to development areas or phases.
- Each CFD or Improvement Area will be subject to its own rate and method of apportionment of special taxes (“RMA”) and authorized indebtedness.
- Each CFD may be authorized to finance PA 1/PA 2 School Facilities.

B. Allocation of Special Taxes and Bond Proceeds.

- The JCFA shall provide for an allocation to School District of the portion of the CFD Special Tax Remainder Funds relating to the funding of the PA 1/PA 2 School Facilities, which may be applied by School District for any lawful purpose.
- The JCFA shall provide for an allocation to School District of a portion of the net proceeds of the Bonds to fund the PA 1/PA 2 School Facilities in satisfaction of the School Payments.

3. CFD Established by School District.

Consistent with the Goals and Policies, and subject to compliance with all applicable laws, Developers and the applicable Owner(s), pursuant to Section 11.3 of the SFF/Agreement may elect to request that School District serve as the lead agency for one or more CFDs that encompass(es) all or a portion of the PA 2 Property, in which case the CFD structure, RMA and Bonds of each CFD established by School District shall be based upon and conform to the parameters set forth below.

A. CFD Structure.

- Each CFD may consist of multiple Improvement Areas corresponding to development areas or phases, each of which will be subject to its own RMA and authorized indebtedness.
- Each CFD shall be authorized to finance PA 1/PA 2 School Facilities and, at Developer’s and the applicable Owner(‘s)(s’) request and subject to a JCFA with the applicable Public Agency(ies) with terms acceptable to the parties, facilities of the Public Agency; provided, however, the CFD special tax and bond proceeds of a CFD available to fund the facilities of a Public Agency shall not exceed \$1.00 less than the total CFD proceeds reasonably expected at the time of formation of the CFD to be generated by the CFD for PA 1/PA 2 School Facilities.

B. Rate and Method of Apportionment of Special Taxes.

- Assessors Parcels for which a building permit for a Dwelling Unit has been issued prior to March 1 each fiscal year shall be classified as “Developed Property.”



Assessors Parcels for which a Final Subdivision Map has been approved prior to January 1 but for which building permits have not been issued prior to March 1 each fiscal year shall be classified as “Final Map Property.” All other taxable property shall be classified as “Undeveloped Property.

- The maximum special tax on all classifications of taxable property shall escalate by 2% annually, at Developers’ election.

- The Developed Property special tax rate may vary based upon house size, density range or Product Type.

- The maximum special tax rates shall be established in an amount required to fund reasonable CFD administrative expenses per Improvement Area or CFD as a first priority for use of annual special tax collections and to provide 110% coverage of debt service on the Bonds; provided, however, the total effective tax rate in each CFD or Improvement Area shall not exceed 2% of the average estimated sales prices of Dwelling Units within the CFD or Improvement Area as of the date of formation, or such lesser amount requested by Developers.

- Each RMA shall provide for the levy of Special Taxes on Developed Property at the maximum, assigned special tax rate in each fiscal year at least until all School Facilities have been fully funded and all Owner Advances have been fully repaid.

- The special taxes collected from Developed Property and not required to pay CFD administrative expenses and debt service shall be deemed “CFD Special Tax Remainder Funds” and shall be available to the School District for any lawful purpose.

- Each RMA shall provide for the levy of special taxes to fund debt service, annual administrative expenses, reserve fund replenishment and, to the extent the CFD is not subject to a Teeter Plan, an amount of anticipated delinquency (the “Special Tax Requirement”) according to the following priorities:

1. First, special taxes shall be levied on all Developed Property at the assigned annual special tax rate;

2. Second, special taxes shall be levied proportionately on all Final Map Property up to 100% of the assigned annual special tax rate as necessary to fund the Special Tax Requirement; and

3. Third, special taxes shall be levied proportionately on all Undeveloped Property up to 100% of the assigned annual special tax rate as necessary to satisfy the Special Tax Requirement.

- Full or partial prepayment of special taxes on Developed Property shall be permitted at any time.

- Commercial/Industrial Development and Senior Units shall be exempt from the levy of special taxes.

#### 4. Bonds.

- No Bonds shall be issued without the Developers' and applicable Owner('s)(s') consent unless such issuance would not require the levy of special taxes on Final Map Property or Undeveloped Property.

- Bonds of each CFD, or Improvement Area of a CFD, shall be issued and administered pursuant to a bond indenture, fiscal agent agreement, resolution of issuance or similar agreement (the "Indenture"). The Indenture shall establish an Improvement Fund and separate accounts of the Improvement Fund referred to as the School Facilities Account and, with respect to each public agency that has entered into a JCFA, an Other Facilities Account.

- CFD Bond Proceeds deposited in the School Facilities Account shall be disbursed at Funding Thresholds to fund Project Funding Amounts to the extent and as required in the Agreement and to reimburse Owner Advances.

- Subject to bond market conditions at the time, bonds, other than bond or tax anticipation notes or similar short-term borrowings, shall have a final maturity of not less than 30 years.

- Developers and applicable Owners may request that, the CFD issue series of bonds, variable rate bonds, capital appreciation bonds, bond anticipation notes, tax anticipation notes or other similar short-term borrowing in order to minimize the levy of special taxes on Undeveloped Property and Final Map Property and to fund the PA 1/PA 2 School Facilities on a timely basis subject to concurrence by School District in its reasonable discretion. Subject to acceptable commitments by Developers and applicable Owners in accordance with municipal finance industry practices, and specifically subject to the availability of credit and liquidity facilities reasonably acceptable to School District, School District will not unreasonably refuse to issue variable rate bonds.

- Subject to bond market conditions at the time, in order to maximize the principal amount of Bonds that may be issued, Bonds may have escalating debt service that on average matches any escalation in the annual special tax rates.

5. Other Financing Mechanism. At the time of approval of this SFF/Agreement the Act represents the most efficient public financing mechanism for the PA 1/PA 2 School Facilities. If in the future, however, a new public financing mechanism becomes available that Developers and School District agree is preferable to the establishment of a CFD pursuant to the Act, the parties agree to implement such mechanism in substantial conformance to these CFD Parameters and such mechanisms shall be considered a "CFD" pursuant to this SFF/Agreement.

## EXHIBIT D

### FUNDING THRESHOLDS AND AMOUNTS

<b>Funding Purpose</b>	<b>Funding Amount<sup>a</sup></b>	<b>Funding Threshold<sup>b, c</sup></b>
(a) Planning, design, architecture, engineering, state approvals	As required for actual costs	Execution of SFF/Agreement
(b) Site acquisition		
Project Funding Amount	50% of fair market value	(i) Completion of superpad improvements; and
State Funding Amount	As provided in SAB Regulations <sup>1</sup>	(ii) 20 months prior to Opening Date
(c) Construction		
Project Funding Amount	\$17, 929,800 <sup>d</sup>	(i) Acquisition of school site; and
State Funding Amount	\$11,500,000	(ii) 20 months prior to Opening Date
(d) Furnishing and equipping	Included in (c)	6 months prior to Opening Date

a) Funding Amounts shall adjust according to Sections 6.4, 6.5 and 6.6 of the Agreement, as applicable and the actual required total Funding Amount shall be the lesser of (i) actual costs, as determined in accordance with Section 6.4, and (ii) the amounts stated in this table.

b) References to “Opening Date” means July 1 of the first school year in which it is determined in accordance with a Student Generation Report and Three Year Projection there will be 300 Grades K-5 PA 1/PA 2 Project Students in excess of the number of available permanent seats at Ambuehl Elementary School, if any, proportionately allocated to the PA 1/PA 2 Property. Where the Funding Threshold consists of an event or date, both the event and date must have occurred in order for the Funding Threshold to have occurred.

c) As an alternative to the specified Funding Thresholds in (b), (c) and (d), following the issuance of a Certificate of Compliance for the 1,150<sup>th</sup> Dwelling Unit within the PA 1 and 2 Property, School District can elect to trigger the site acquisition Funding Threshold by written notice to Developers, provided (i) School District closes escrow on the PA 2 School Site within sixty (60) days following such notice and (ii) School District has Project Eligibility for at least 1,200 Grades K-8 pupil construction grants and School District can elect to trigger the construction Funding Threshold by written notice to Developers, provided School District shall complete and open the School to Project Students within twenty (20) months following such written notice.

<sup>1</sup> The lesser of 50% of the Purchase Price or Appraisal in accordance with applicable SAB Regulations.

d) This Funding Amount is inclusive of any and all amounts previously expended by School District for (a) and all amounts to be funded for (d).

**EXHIBIT E**

**FORM OF JOINT USE AGREEMENT**

**RANCHO MISSION VIEJO/SCHOOL DISTRICT  
JOINT USE AGREEMENT  
PA2 SCHOOL**

This Joint Use Agreement ("JU/Agreement") is entered into as of \_\_\_\_\_, 2013, by Rancho Mission Viejo Master Maintenance Corporation ("Rancho MMC"), a California Nonprofit Public Benefit Corporation and the Capistrano Unified School District ("School District"). School District and Rancho MMC may be referred to herein as "Party" or collectively as "Parties." Capitalized terms used in the Recitals are defined in Section 1.

**RECITALS**

A. Rancho MMC will become the owner of certain facilities in Orange County, California, each of which is described on Exhibit A as a Shared Facility and conceptually depicted on Exhibit B.

B. The Rancho MMC's Shared Facilities are to be located in the master planned community known as Rancho Mission Viejo and are to be maintained by Rancho MMC. Members of Rancho MMC pay monthly assessments which are used, in part, for the upkeep, repair, improvement and maintenance of the Rancho MMC's Shared Facilities.

C. The members of Rancho MMC and Rancho MMC's Shared Facilities are subject to the Master Declaration (as defined in Section 1.f, below). The Master Declaration provides that Rancho MMC has the authority and the duty to maintain and manage Rancho MMC's Shared Facilities.

D. School District anticipates acquiring the PA2 School Site as depicted on Exhibit B. School District anticipates constructing a K-8 school on the PA2 School Site (the "PA2 School").

E. The PA2 School and PA2 School Site ("PA 2 School Facilities") are located adjacent to the Shared Facilities owned by Rancho MMC. PA 2 School Facilities include Shared Facilities to be owned by School District as described in Exhibit A. School District wishes to use Rancho MMC's Shared Facilities for the herein-specified School-related purposes and Rancho MMC desires to use the School District's Shared Facilities to the extent provided herein.

F. Rancho MMC and School District are willing to establish an arrangement to share the Shared Facilities in accordance with the terms of this JU/Agreement and the provisions of this JU/Agreement are subject to Rancho MMC and School District being owners of the Shared Facilities as herein described.

THEREFORE, Rancho MMC and School District agree as follows:

1. Defined Terms. Capitalized terms used in this JU/Agreement are given the following meanings:

a. "JU/Agreement" means this Joint Use Agreement, including the Recitals and the Exhibits.

- b. “JU/Option Agreement” means that JU/Option Agreement set forth as Exhibit D hereto.
- c. “Licensee” means the Party with the license to use the Shared Facility.
- d. “Licensor” means the Party that owns the Shared Facility.
- e. “Lunch Hours” are generally defined as from 11:00 a.m. to 1:00 p.m. on a School Day as determined by School District.
- f. “Master Declaration” means the Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Rancho Mission Viejo Recorded on February 7, 2013, as Instrument No. 2013000081623, in Official Records of Orange County, California.
- g. “Main Gathering Space” means the main gathering space in the Multipurpose Building. The Main Gathering Space is expected to be designed so that it may be partitioned into smaller rooms, allowing for multiple small events or activities to be held simultaneously.
- h. “Multipurpose Building” means the joint use facility on Rancho MMC property adjacent to the School District school site as depicted on Exhibit B. The Multipurpose Building will be used for school activities and events as well as Rancho MMC activities and events. The Multipurpose Building will be designed so that a minimum of 1,300 students and adults can assemble in the “Main Gathering Space” of the Multipurpose Building at one time.
- i. “Party” means Rancho MMC and School District, individually. “Parties” means Rancho MMC and School District, collectively.
- j. “Rancho MMC” means Rancho Mission Viejo Master Maintenance Corporation, a California Nonprofit Public Benefit Corporation.
- k. “Rancho MMC’s Operating Standards” means the collective operating rules and standards as of the date of this JU/Agreement defined and identified as “Operating Standards” in the Master Declaration.
- l. “PA2 School” means, a public school located on the PA2 School Site within “Planning Area 2” of the Rancho Mission Viejo Planned Community to serve kindergarten through eighth grade students.
- m. “PA2 School Site” means the school site depicted on Exhibit B.
- n. “School Day” means a day as determined by School District when instructional classes are conducted. Federal and State holidays, in-service days, summer, and other vacation or break days are not School Days.
- o. “School District” means the Capistrano Unified School District, its Governing Board, employees (both full and part time), students and its invitees.

p. “School Hours” mean the hours when instructional classes are conducted, starting ten minutes before the first instructional class of the School Day, continuing through breaks, recess and lunch, and terminating at the end of the last instructional class of the School Day.

q. “School Year” is generally defined as September through June.

r. “Shared Facility” and “Shared Facilities” refer individually and collectively to the facilities identified on Exhibit A as Shared Facilities and depicted on Exhibit B.

2. Grant of License for Use of Shared Facility. Each Party grants to the other Party a nonexclusive license to enter upon and use the Shared Facility owned by the Party, as limited by this JU/Agreement and for the purposes described in this JU/Agreement. As provided in this JU/Agreement, in some instances the license to use is exclusive; at other times, the license to use is nonexclusive so both Parties may use designated portion of the Shared Facility at the same time. Whether a license to use is exclusive or nonexclusive is indicated in Section 8 and on Exhibit A for the Shared Facilities. Any Licensee’s use of a Shared Facility must not unreasonably interfere with the reasonable use and enjoyment of the Shared Facility by the Licensor or any persons authorized to use the Shared Facility through the Licensor.

3. Rancho Mission Viejo Community Services Organization (“RanchLife”) is a nonprofit public benefit corporation formed and operated to provide community services, promote social welfare and foster a unique sense of community in Rancho Mission Viejo. Rancho MMC, pursuant to the terms of this JU/Agreement, may authorize RanchLife, through Rancho MMC, as provided for herein, to use Shared Facilities.

4. Grant of License to Maintain. Each Party obligated to perform maintenance of a Shared Facility described on Exhibit A which is owned by the other Party is granted a nonexclusive pedestrian and vehicle license to enter to perform such maintenance. This license includes the right to allow employees, agents and contractors to enter to perform maintenance subject to Rancho MMC or its agents complying with applicable provisions of the Education Code.

5. Scope of License for Use. School District’s license for use allows School District to use Rancho MMC’s Shared Facilities for School-related activities compatible with the Shared Facility improvements. School District’s authorized use does not include team sports practice or games, whether intramural or interschool, or any special events, unless approved in writing, in advance, for the school year or otherwise scheduled by Rancho MMC which Rancho MMC will reasonably approve on request of School District. Rancho MMC’s license for use allows Rancho MMC to use School District’s Shared Facilities for activities and programs offered by Rancho MMC to its members that are compatible with the Shared Facility improvements. Rancho MMC’s authorized use of School District Shared Facilities does not include team sports practice or games, or any special events, unless approved in writing, in advance, for the school year or otherwise scheduled by School District which School District will reasonably approve. Rancho MMC members shall have the right to use the School District Shared Facilities during non School Hours on a casual basis and not for any organized



activities. Neither School District nor Rancho MMC shall have any right to authorize use of Shared Facilities owned by the other Party by any third party via sublicense, facilities use request, or other means without the prior written consent of the other Party which may be revoked at any time and for any reason.

6. Limits on License to Use.

a. Each license to use granted under this JU/Agreement only allows use during the hours and on the days authorized in this JU/Agreement.

b. Each license to use is exclusive or nonexclusive, as described in this JU/Agreement.

c. Each Licensee must pay all direct costs, provide appropriate staffing, provide coordination and arrange scheduling for all activities, events, services and programs that a Licensee provides in a Shared Facility. Each Licensee must ensure that all uses of a Shared Facility are appropriately and safely conducted.

d. Shared Facilities must be used in accordance with applicable law and governmental regulations. Use of Rancho MMC property shall be in accordance with the Master Declaration and Rancho MMC's Operating Standards. Use of School District property shall be in accordance with School District rules.

e. Each license to use granted under this JU/Agreement allows the Licensee to restrict admission to the portion of the Shared Facility Licensee is using during the Licensee's hours of use.

f. Licensee activities in a Shared Facility must not materially affect other Shared Facility users, ability to use the Shared Facility for their approved and intended purposes, nor become a nuisance to neighboring property owners or the Licensor.

g. No vehicle access, restroom access or right to store equipment onsite is granted unless expressly stated on Exhibit A.

h. No animals (except service animals allowed by law) may be brought in the Shared Facility in connection with a Licensee activity.

i. Each license to use does not include permission to construct, install, or erect any structure, device or other item, regardless of size, use or function, whether temporary or permanent on or in the Shared Facility.

j. Each Licensee is solely responsible for supervising adults and minors when using the Shared Facility. Each Licensee shall provide sufficient staffing and exercise such control as is necessary to avoid damage to the Shared Facility, its landscaping and improvements and/or injury to persons or property using the Shared Facility.

k. After a Licensee uses a Shared Facility, the Licensee must return the Shared Facility to its original condition. This includes returning any equipment, tables and chairs to the place that they were stored and removing any trash that accumulated.

7. Licensor Right to Use Shared Facility. Each Licensor shall continue to exclusively control the Shared Facility it owns. Each Licensor retains the right to use any portion of a Shared Facility that is not being used by Licensee.

8. License to Maintain. Any Party obligated by this JU/Agreement to perform maintenance of a Shared Facility owned by the other Party shall perform such maintenance in accordance with the following:

a. The Licensee shall use its best efforts to maintain, replace, remove, repair and renovate the Shared Facility in accordance with all applicable standards, rules and regulations. Unless advance written consent is obtained from the Licensor, to the extent reasonably possible, any plant material or improvements removed or damaged by Licensee must be replaced with the same or similar quality material;

b. The Licensee shall coordinate with Licensor personnel whenever maintenance, replacement, removal, repair or renovation of the Shared Facility requires the temporary removal of the areas from active use or where best management practices or general safety/health concerns recommend a temporary discontinuance of use; and

9. Calendar Planning and Use Scheduling.

a. Calendar Planning Session. At least twice a year, generally in June for the fall school quarter and November for the winter and spring school quarters, at a date, time and location convenient to both Parties, the Parties' representatives shall meet to plan the calendar for the Multipurpose Building and the other Shared Facilities. The Parties shall set the dates and times for the events listed in Section 8.c, discuss exclusive and compatible, shared use of the Multipurpose Building, planning for any significant construction or maintenance to be performed, and discuss any other issues related to the Shared Facilities.

b. Regular Days and Times Shared Facility is Available to Licensee. During the hours the Shared Facility is available for use by Licensee pursuant to this JU/Agreement, and so long as Licensee is current in the payment of any obligations under this JU/Agreement and is not otherwise in breach of this JU/Agreement, Licensee shall be entitled to schedule use of the Shared Facility. The hours the Shared Facility is available for use by Licensee may be changed by a written agreement signed by both Parties. If a Licensee advises the other Party, in writing or in other means agreed to by both parties, that it has elected not to use a Shared Facility during a scheduled use time, the Licensor may use the Shared Facility.

c. Multipurpose Building: Additional Arrangements. Rancho MMC and School District intend to get maximum use out of the Multipurpose Building owned by Rancho MMC. As a result, Rancho MMC and School District intend to have the Multipurpose Building available for simultaneous, compatible use by Rancho MMC and School District as much as possible when classes are in session on School Days, while reserving specific dates and times for

exclusive use by School District. In view of these shared intentions, Rancho MMC and School District agree as follows:

(i) Nonexclusive Shared Use. School District shall have the priority right to use fifty percent (50%) of the useable area in the Main Gathering Space during School Hours. The Parties acknowledge that the Multipurpose Building is available for simultaneous use (in different locations) by School District and Rancho MMC during School Hours so the dates and times of each Party's use during School Hours shall be set at the calendar planning session described in Section 9.a. The Parties agree to work together so that each Party has equal, compatible use of the Multipurpose Building during School Hours. The Parties also agree that either Party may use the entire Main Gathering Space during School Hours when it is not being used by the other Party subject to the approval of the other Party, which may not be unreasonably withheld.

(ii) Exclusive Use by School District. Up to six (6) times a year, School District will have exclusive use of the Multipurpose Building when classes are in session on School Days. Up to twelve (12) times a year, School District will have exclusive use of the Multipurpose Building from 3:00 p.m. to 10:00 p.m. on School Days. The dates and times of School District's exclusive use shall be set at the calendar planning session described in Section 8.a.

(iii) Rainy Day Use During Lunch Hours by School District. Rancho MMC agrees to allow School District to have nonexclusive use of the Multipurpose Building, on request, on rainy School Days during scheduled Lunch Hours. School District shall endeavor to provide Rancho MMC with as much advance notice as possible; however, the Parties understand that School District may only be able to give 30 minutes' advance notice. If Rancho MMC has events planned during Lunch Hours on a rainy day, Rancho MMC will work cooperatively with School District to accommodate School District's request to the extent possible.

(iv) Exclusive Use by Rancho MMC. If School District does not reserve use of the Multipurpose Building at the calendar planning session described in Section 8.a, then the Multipurpose Building is available for Rancho MMC's exclusive use.

d. Other Events at a Shared Facility. Should a Licensee desire to use the Shared Facility outside the hours authorized by this JU/Agreement for any reason, including for a special event or to prepare for any event, or if School District does not reserve use of the Multipurpose Building at the calendar planning session described in Section 8.a but then determines that it wishes to use the Multipurpose Building, then the Licensee must obtain written permission from the Licensor to reserve the Shared Facility. Rancho MMC's written permission shall be in the form of a Facilities Use Permit. If permission is granted, which shall not be unreasonably withheld. Licensee is authorized to use the Shared Facility in accordance with the terms of the document granting permission, the provisions of this JU/Agreement that do not contradict the terms of this documents and subject to Licensee's reimbursement of Licensor's direct costs incurred or in-kind services in lieu of such costs as a result of Licensee's use during non-School Hours. Use of the Shared Facility is evidence that Licensee agrees to the terms of the written permission. Rancho MMC agrees to use reasonable efforts to cooperate with School District to make the Multipurpose Building available for School District use.

e. Licensor Obligations in Connection with Licensee Reserved Use. When a Licensee has scheduled use:

(i) Licensor will not schedule or allow any other individuals or group to reserve the Shared Facility unless the use is approved in advance, in writing, by Licensee. Licensor is not required to patrol the Shared Facility or remove persons who may be using the Shared Facility during the hours the Shared Facility is available for use by Licensee. If Licensee shares use of a Shared Facility, Licensee's rights granted under this subsection shall only apply to the portion of the Shared Facility Licensee has the right to use.

(ii) Each Licensor will post on its website and periodically distribute notices to its Shared Facility users advising them of Licensee's right to use the Shared Facility.

10. Management and Maintenance.

a. Exclusive Control Over Shared Facility. Each Party retains the sole and exclusive right to make management decisions concerning all aspects of the Shared Facility that the Party owns. This management right includes the right to establish, amend, implement and enforce reasonable rules and regulations for the use of the Shared Facility. This management right includes the right to establish the timing and level of maintenance of the Shared Facility.

b. Right to Restrict Access to Shared Facility. Each Party retains the right to temporarily restrict access to the Shared Facility it is responsible for maintaining as the Party determines is reasonably necessary for safety reasons or to perform maintenance, repair or improvement activities. The Party obligated to perform maintenance agrees to use its best efforts to accommodate the other Party's schedule when scheduling work. The Party performing maintenance shall use its best efforts to provide the other Party prior written notice at least thirty (30) days in advance of any scheduled temporary restriction on access. In case of emergency, access may be restricted immediately. Whenever access is restricted, the Party restricting access shall provide the other Party with a written notice explaining the reason for restricting access and the estimated length of time the restriction will be in effect.

c. Damage to the Shared Facility. If a Licensor determines that an activity of a Licensee is causing excessive damage to a Shared Facility, the Licensee shall, at the written request of the Licensor, immediately discontinue such activity. Moreover, within thirty (30) days following Licensor's delivery of an invoice to Licensee identifying the costs and expenses reasonably incurred by Licensor in repairing the damage caused by the activity complained of, Licensee shall pay the invoice by delivery of immediately available funds. Licensee shall not recommence or otherwise allow the recommencement of the activity complained of unless and until Licensor and Licensee have developed a mutually-acceptable plan concerning the conduct/activity in question.

d. Capital Improvements to Shared Facility. Should a Party desire to make any capital improvements to a Shared Facility, the Party may do so only after having secured the prior written consent of the other Party. All expenses associated with the proposed capital improvement must be borne by the Party proposing the work exclusively unless the other Party

agrees to share in the expense. Any such agreement to share in the expense for a capital improvement must be in writing and signed by both Parties.

e. Limit on Work. A Licensee with a license to use shall not make any repairs to the Shared Facility without the prior written consent of the Licensor.

f. Vandalism and other Damage. If a Shared Facility is vandalized or damaged in any way during the time the Licensee is using a Shared Facility, the cost of repair and restoration shall be borne by the Licensee exclusively regardless of whether the perpetrators are known or not. If the Shared Facility is vandalized or damaged in any way at any other time or if the time of act causing the damage cannot be determined, the cost of repair and restoration shall be borne by the Licensor exclusively regardless of whether the perpetrators are known or not. This provision shall not limit the ability of the Licensor or Licensee to participate in the prosecution of, and to pursue and obtain restitution from, the individual(s) responsible for the damage.

g. Destruction of Rancho MMC Shared Facilities. In the event any Rancho MMC Shared Facility is destroyed or damaged during the term of this JU/Agreement, Rancho MMC covenants to repair and reconstruct such Rancho MMC Shared Facility at the earliest practicable date in conformance with Section 11.1 of that certain Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Rancho Mission Viejo recorded as Instrument No. 2013000081623 on February 7, 2013 in the Official Records of Orange County, California.

h. Restriction on Change in Use of Shared Facilities. Notwithstanding anything to the contrary contained in this JU/Agreement, the permitted use of a Shared Facility shall not be changed if such change would deprive Licensee of its rights to use the Shared Facility for the purposes set forth in this JU/Agreement. For example purposes only, School District shall not be permitted to install portable classrooms on the Sports Fields unless the Parties agree to negotiate an amendment to the terms of this JU/Agreement.

i. Rancho MMC Funding Covenant. Rancho/MMC covenants, consistent with its applicable Articles, By laws, and its Master Declaration of Covenants, Conditions, and Restriction and Reservation of Easements for Rancho Mission Viejo recorded as Instrument No. 2013000081623 on February 7, 2013, in the Official Records of Orange County, California (collectively, "Rancho/MMC Documents"), during the term hereof to pay the costs of operating and maintaining the Rancho MMC Shared Facilities from any source of legally available funds of Rancho MMC, and covenants to take such action as may be necessary to include all such amounts hereunder in its annual budget and to make necessary assessments and annual appropriations for all such payments as authorized by Rancho/MMC Documents. During the Term of this JU/Agreement, upon receipt of a written request from School District, Rancho MMC will furnish to School District a certificate from the community manager of Rancho MMC stating that such amount required to pay the costs of operating and maintaining the Rancho MMC Shared Facilities in that Fiscal Year has been included in the budget and assessments approved by the Board of Directors of Rancho MMC for such Fiscal Year.

j. JU/Option Agreement. In the event Rancho MMC attempts to transfer the Rancho MMC's Shared Facilities to a third party without the consent of School District while the PA 2 School is being used as a public school for children, or the Rancho MMC's Shared Facilities are involuntarily transferred by any court, including a bankruptcy court, School District may exercise its rights under the JU/Option Agreement attached hereto as Exhibit D, which was executed concurrent with the JU/Agreement and the Purchase Agreement for the PA 2 School Site.

11. JU/Agreement Term/ Documentation. This JU/Agreement shall be effective upon the date of full execution hereof by the Parties. Notwithstanding the foregoing, the Parties' obligations under this JU/Agreement shall not commence until such time as the PA 2 School is constructed and operating and the Rancho MMC Shared Facilities are constructed, have been conveyed to Rancho MMC and are available for use (the "Commencement Date"). Rancho MMC agrees to accept such Shared Facilities upon completion of construction and operate such facilities as herein provided so long as School District or its licensee uses the PA 2 School as a public school for children. A copy of the Resolution of the Board of Directors of Rancho MMC authorizing the foregoing is attached as Exhibit C. Following the Commencement Date, this JU/Agreement shall remain in full force and effect so long as School District or its licensee operates the PA 2 School as a public school for children. This JU/Agreement and the JU/Option Agreement shall automatically terminate on the date that School District or its licensee ceases to use the PA 2 School as a public school for children. Following such occurrence, and at the request of either Party, the other Party shall prepare, execute and deliver such reasonable documentation as shall reflect the termination of this JU/Agreement and the JU/Option Agreement.

Prior to the beginning of each school year during the term, or as soon after as possible: (1) School District shall provide to Rancho MMC a copy of its School calendar for the upcoming school year; and (2) each Licensee shall provide each Licensor with the insurance certificates required by Section 12.b.

12. Expense Allocation. The cost to maintain the School play fields shown on Exhibit C shall be borne by Rancho MMC to a standard equal to that of similar property of Rancho MMC. The cost to maintain all other Shared Facilities shall be borne by the owner of the Shared Facility. Each Licensee shall pay to its Licensor, as a portion of the consideration for the grant of this license, the following expenses:

a. The actual cost of work performed to repair damage described in Section 9.c and 9.f. Payment shall be due within thirty (30) days of receipt of the billing.

b. The charge for holding a special event imposed in the written permission to hold the event issued pursuant to Section 8.d. Unless a different date is set, payment shall be due within thirty (30) days of the issue date of the permission (but, in no event, later than the date of the special event).

c. Such other expenses and costs as are mutually agreed upon in writing from time to time by the Parties due on dates also agreed to by the Parties.

d. Late charges and interest calculated as follows: any payment due under this JU/Agreement which is paid more than fifteen (15) days after the due date, shall incur a 15% late charge which shall be due when levied. Additionally, any payment, including late charges, which is not made within thirty (30) days of its due date, shall bear interest at the rate of 12% per annum (or the highest interest rate allowed under applicable law) from the 30<sup>th</sup> day until the amount is paid.

13. Insurance and Indemnification.

a. Liability Insurance. Each Licensee shall obtain and keep in place a policy of general liability insurance with respect to its use of each Shared Facility. This liability policy shall provide coverage for any property damage, bodily injury, personal injury and/or death which occurs or is occasioned due in whole or in part to negligence by the Licensee. If the policy is provided by School District, it shall name Rancho MMC (including all of its corporate directors, officers and volunteers) and its Community Management Company as an additional insured, and an additional insured endorsement, in a form reasonably acceptable to Rancho MMC, must be provided. Each policy of insurance maintained by a Licensee shall be deemed primary, and no Licensee liability policy shall permit or require any contribution from Licensor or any other policy of insurance which might also cover the Shared Facility. The policy limits shall be at least \$3,000,000 per person, per occurrence in its limits. Each policy must include the right for Licensor to be notified if there is any termination, cancellation, or nonrenewal of that policy.

b. Proof of Insurance. Upon Licensor request, Licensee shall provide to Licensor one or more certificates manifesting the coverage required in Section 12.a. Moreover, Licensee shall provide written evidence of insurance renewal to Licensor prior to the expiration of the existing policy and at least thirty (30) days before each school year begins.

c. Reciprocal Indemnification. School District expressly agrees to indemnify, defend and hold Rancho MMC, its Community Management Company, their agents, employees, directors, officers, and volunteers free and harmless from all liability from whatever source for any and all injuries, damages, suits, actions, claims, liens, losses and/or demands arising from or as a result of School District's exercise of its rights under this JU/Agreement. This indemnity does not extend to claims arising from the sole negligence, sole willful misconduct or gross negligence of Rancho MMC.

Rancho MMC expressly agrees to indemnify, defend and hold School District, its governing board officers, employees, agents, students, and/or any other School District invitees free and harmless from all liability from whatever source for any and all injuries, damages, suits, actions, claims, liens, losses and/or demands arising from or as a result of Rancho MMC's exercise of its rights under this JU/Agreement. This indemnity will not extend to claims arising from the sole negligence, sole willful misconduct or gross negligence of School District.

The indemnity provisions applicable to both Rancho MMC and School District shall extend to claims accruing after this JU/Agreement is terminated (for activities/actions occurring during the term hereof) as well as while it is in force.

d. Claims Arising From Joint Acts or Omissions. Each Party shall provide its own defense with respect to any claim, demand, action or other proceeding arising out of the joint acts or omissions of the Parties in connection with or pursuant to this JU/Agreement. In such cases, except as provided in Section 12.e, each Party shall retain its own legal counsel and bear its own defense costs, and each Party may obtain indemnity from the other Party in accordance with any final judgment of a court of competent jurisdiction that apportions liability or determines comparative fault.

e. Joint Defense. The Parties may agree in writing to a joint defense of any claim, action or proceeding arising out of the joint acts or omissions of the Parties. Any such agreement may provide that the Parties may appoint agreed-upon legal counsel to defend such claim, action or proceeding. The Parties may equally bear the cost of any such joint defense and any amount paid by the Parties in settlement of, or as a result of a court judgment, arbitration or mediation of, the claim, action or proceeding. The Parties may equally share in any amount awarded to or received by the Parties in settlement of or as a result of a court judgment, arbitration or mediation of, the claim, action or proceeding. Neither Party may bind the other Party to any settlement of a claim, action, or proceeding without the express written consent of the other Party.

f. Comparative Fault. in the event any settlement, court judgment, or arbitration or mediation award allocates or determines the comparative fault of the Parties, either Party shall be entitled to reimbursement from the other Party, with respect to defense costs, settlement payments, judgments and awards, consistent with such comparative fault to the extent such settlement, judgment, award, payment or costs are not paid or reimbursed through insurance coverage that a Party is required to maintain pursuant to this JU/Agreement.

g. Survival of Terms. With respect to any acts, omissions, and/or incidents occurring prior to termination of this JU/Agreement, the requirement that a Party indemnify, defend and/or hold the other Party harmless, or pay any amounts owing under this JU/Agreement, shall survive.

#### 14. Notices.

a. School District Contact Person. School District shall provide (i) the name, address, phone number, email address and business hours of an individual who will act as the contact person on behalf of School District for all nonemergency matters, and (ii) the name, address, phone number and email address of an individual who will act as the contact person on behalf of School District and who will be available after hours and on weekends. Each contact person must have the authority to act and make decisions on behalf of School District related to use of each Shared Facility and related to any emergency matters. The information about the contact person shall be updated as necessary by written notice to Rancho MMC. The initial School District contact person is: Deputy Superintendent Business and Support Services, 33122 Valle Rd., San Juan Capistrano, CA 92675; Phone: (949) 234-9200, email: cdhampton@capousd.org, business hours: 8:00 a.m. to 5:00 p.m..

b. Rancho MMC Contact Person. Rancho MMC shall provide (i) the name, address, phone number, email address and business hours of an individual who will act as the



contact person on behalf of Rancho MMC for all nonemergency matters, and (ii) the name, address, phone number and email address of an individual who will act as the contact person on behalf of Rancho MMC and who will be available after hours and on weekends. Each contact person must have the authority to act and make decisions on behalf of Rancho MMC related to use of each Shared Facility and related to any emergency matters. The initial Rancho MMC contact person is: Todd Beebe, 35 Ascerso, Rancho Mission Viejo, CA 92694; Phone: (949) 625-6500; email: todd.beebe@fsresidential.com, business hours: 9:00 a.m. to 5:00 p.m..

15. Conflicts/Dispute Resolution.

a. Communication To Prevent Problems from Becoming Disputes. In recognition of the need to resolve problems quickly and because of the proximity of the Shared Facilities, the School and the homes of the Rancho MMC members, School District and Rancho MMC shall use their best efforts to respond to all communications (whether written, or oral, by mail or electronic) within the response time indicated in the communication, but in no event later than twenty (20) days following dispatch of the communication by the other party. The Parties shall work cooperatively and in good faith to promptly resolve the issues/conflicts identified in the communication, which resolution shall be accomplished in the shortest time reasonably possible, but in no event later than forty-five (45) days following the issuance of the original communication. Again, both parties to this JU/Agreement agree to use their best efforts to resolve any problems which arise (whether related to this JU/Agreement or otherwise) as quickly as possible.

b. Breach Of the JU/Agreement. Failure to comply with the terms of this JU/Agreement is a breach. The following are examples of breaches of this JU/Agreement:

(i) A Licensee using the Shared Facility for a purpose or at a time not authorized by this JU/Agreement.

(ii) Failure to discontinue, or recommencement of, an objectionable activity in violation of the provisions of Section 9.c.

(iii) A Licensee failing to pay any expenses as required by this JU/Agreement.

(iv) A Licensor failing to make a Shared Facility available to a Licensee on the dates and at the times required by this JU/Agreement.

(v) The failure by either Party to fulfill any nonmonetary obligation where such failure continues beyond any applicable notice and cure period.

c. Mediation Prior to Litigation. School District and Rancho MMC agree that before initiating any litigation to enforce this JU/Agreement, the Parties will first make a reasonable attempt to mediate the dispute through nonbinding mediation.

d. Attorney's Fees. Should it be necessary to file an action at law or in equity to interpret and/or enforce the provisions of this JU/Agreement, the prevailing party shall be

entitled to reasonable attorney's fees together with the costs of the suit if such fees and costs are ordered paid to the prevailing party by the court.

16. Miscellaneous.

a. No Assignment Without Consent. Neither Rancho MMC nor School District may assign any rights or delegate any obligations under this JU/Agreement without the express written consent of both of the Parties.

b. Waiver of Rights and Obligations. No waiver of any right or obligation under this JU/Agreement is effective unless executed in writing by the Party relinquishing the right or excusing the obligation. Any such waiver shall be limited to the specific right or obligation set out in the written waiver and shall not be a waiver of any other right or obligation under this JU/Agreement.

c. Entire JU/Agreement. Exhibit A, and Exhibit A-1, Exhibit B, Exhibit C, and Exhibit D are incorporated in this JU/Agreement by this reference. The written expression of this JU/Agreement, including the recitals and the Exhibits, contains the entire understanding of the Parties with respect to this JU/Agreement. No other statements, promises or understandings of any kind not contained in this JU/Agreement were made to or by either Party.

d. Interpretation. In interpreting this JU/Agreement, it shall be deemed to have been prepared by the Parties jointly and no ambiguity shall be resolved against either Party on the premise that it or its attorneys were responsible for drafting this JU/Agreement or any of its provisions. If there is a conflict between this JU/Agreement and the School Facilities and Funding JU/Agreement entered into by School District and RMV Community Development, LLC, a California limited liability company, this JU/Agreement controls and compliance with this JU/Agreement shall not be a default under the School Facilities and Funding JU/Agreement.

e. Waiver. Failure by a Party to enforce any term, condition, restriction, or provision of this JU/Agreement, in any certain instance or on any particular occasion, shall not be deemed a waiver of such enforcement right, with respect to that or any future breach of the same or any other term, condition, restriction or provision.

f. Severability. If any provision of this JU/Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by a court of competent jurisdiction to be illegal, null or void or against public policy, the remaining provisions shall not be affected.

g. Modification. All modifications to this JU/Agreement must be in writing and signed by both School District and Rancho MMC.

h. Representation of Authority. Each Party warrants and represents that all of the actions, steps and/or resolutions necessary to empower the signer to make and enter into this JU/Agreement on behalf of each of the Parties has been fully and faithfully taken so as to authorize and bind each of the respective Parties to this JU/Agreement.

i. No Third Party Beneficiaries. The only parties to this JU/Agreement are Rancho MMC and School District. This JU/Agreement does not involve any third party beneficiaries, and it is not intended and will not be construed to benefit or be enforceable by any other person or entity.

j. No Joint Venture. Neither Party is authorized to assume or create any obligation on behalf of, in the name of, or binding upon the other Party, nor shall this JU/Agreement in any way create, give rise to, or be deemed a joint venture or partnership between the Parties.

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**RANCHO MISSION VIEJO MASTER  
MAINTENANCE CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT A

### SHARED FACILITIES CHART

Description of Facility	Owner	Licensee/Scope of License	Licensee Hours of Exclusive Use and Nonexclusive Use	Additional Rules
Sports Fields (excluding restroom access)	Rancho MMC	School District granted license to use. No vehicular access. No restroom access. Rancho MMC obligated to maintain.	Exclusive use during School Hours.	No
Multipurpose Building (including restroom access)	Rancho MMC	School District granted license to use. No vehicular access. Restroom access granted. Rancho MMC obligated to maintain.	Available for use as described in Section 8.	Yes See Exhibit A-1
Community Garden	Rancho MMC	School District granted license to use by Rancho MMC on a case-by-case basis.	As approved by Rancho MMC	No
School Play Fields	School District	Rancho MMC granted license to maintain including associated vehicular access. No restroom access. Available for casual use by Rancho MMC members	Nonexclusive use for casual use and maintenance to be performed outside of School Hours.	No
School Parking Areas	School District	Rancho MMC granted a nonexclusive license to use School District parking areas	Nonexclusive use only during Rancho MMC events scheduled outside of School Hours.	No
Rancho MMC Parking Areas	Rancho MMC	School District granted a nonexclusive license to use Rancho MMC parking areas	Nonexclusive use only during the non School Hours	No

<b>Description of Facility</b>	<b>Owner</b>	<b>Licensee/Scope of License</b>	<b>Licensee Hours of Exclusive Use and Nonexclusive Use</b>	<b>Additional Rules</b>
Hard Courts located in a non-secured area	School District	Rancho MMC granted a nonexclusive license to use Hard Courts during non School Hours	Nonexclusive use only during the non School Hours	No

#### NONSHARED FACILITIES CHART

<b>Description of Facility</b>	<b>Owner</b>	<b>Licensee/Scope of License</b>	<b>Licensee Hours of Exclusive Use and Nonexclusive Use</b>	<b>Additional Rules</b>
Tot Lot and Lawn	Rancho MMC	School District granted no license to use.	School District granted no license to use.	No
Secured area of School Property	School District	Rancho MMC granted no license to use.	Rancho MMC granted no license to use.	No

## **EXHIBIT A-1**

### **ADDITIONAL RULES FOR USE OF MULTIPURPOSE BUILDING**

1. Licensors shall provide Licensee with one set of master keys for the Multipurpose Building. Licensee shall indemnify, defend and hold Licensor harmless with respect to any and all claims, demands, actions, other proceedings, liabilities, cost and expenses, including, without limitation, attorney's fees and expenses, arising from unauthorized possession or use of such keys. Licensee is responsible for ensuring that the Multipurpose Building is properly secured after each use.

2. Licensee, at its own cost and expense, shall be responsible for providing furnishings, equipment and supplies necessary for all events, activities and programs that Licensee provides, sponsors or conducts in the Multipurpose Building. Because the Multipurpose Building, at all times remains property of the Licensor, Licensee may not physically attach any fixtures to any portion of the Multipurpose Building without the express written consent of the Licensor.

3. Licensor Directors, agents and employees shall have the right at all times to enter any portion or area of the Multipurpose Building, whether or not in the event of an emergency or imminent threat to any person or property; provided that Licensor may not unreasonably disrupt or cause cessation of any Licensee activities or sponsored events at the Multipurpose Building.

4. When both Licensor and Licensee are using the Multipurpose Building, each party shall use reasonable efforts to ensure that its users do not enter the portion of the building the other party is using.

5. Licensor shall perform all regular and normal maintenance to the Multipurpose Building and repairs to the Multipurpose Building. Licensee shall advise Licensor at any time Licensee perceives a need for extra-normal maintenance or any repair of the Multipurpose Building. Licensee shall advise Licensor immediately upon discovery of any situation that constitutes an imminent threat to any person(s) or property, including, without limitation, any threat of additional damage to property. Licensor shall coordinate any necessary extra-normal maintenance or necessary repairs with Licensee, and shall attempt to schedule such activities at a mutually convenient time unless they are to be performed on an emergency basis.

6. Unless another arrangement is agreed to in writing, Licensor shall be responsible for paying all costs of capital improvements or replacements, including any building addition or reconstruction, renovation or replacement (other than normal repair and maintenance) of (i) building structural members, (ii) roof or roofing materials, or (iii) HVAC, electrical, plumbing or other utility systems, to the Multipurpose Building.

7. Events must be scheduled so that attendees have sufficient time to exit and enter the Multipurpose Building.

8. All School District users who are children under the age of fourteen (14) must be accompanied by a responsible adult age eighteen (18) or older.

9. Due to fire regulations, the total number of guests may not exceed the maximum occupancy as noted in the room and designated by law.

10. Catering and third party vendors are required to provide proof of insurance coordinated through Rancho MMC. All caterers must provide proof of liability insurance naming Rancho MMC and its Community Management Company as Additional Insured on the insurance policy for the day of the event.

11. All pick-ups and deliveries for School District events must be made within the time period allocated for School District use.

12. School District must ensure that guests and vendors vacate the Multipurpose Building at or before the end of the use time.

13. Smoking is not allowed inside or within 100 feet of the Multipurpose Building.

14. Only service animals are allowed inside the Multipurpose Building.

15. Excessive noise, or any noise which creates a nuisance, is prohibited. Special approval must be obtained from Rancho MMC for the use of amplified music or a public address system. Should the volume from musical groups, entertainment or public address systems create disturbances, Rancho MMC reserves the right to request that the volume be adjusted. Outdoor musical entertainment will not be allowed after 10:00 p.m. due to local ordinances.

16. Use of illegal drugs is prohibited.

17. Carrying or discharge of firearms is prohibited.

18. Rancho MMC is not responsible for personal items that may be lost, stolen or left behind.

19. All injuries or accidents involving Rancho MMC Property must be reported to Rancho MMC Management within 24 hours of the incident.



**EXHIBIT B**

**JOINT USE SITE PLAN**

**[TO BE PROVIDED BY WEST GROUP]**

**EXHIBIT C**

**RESOLUTION OF BOARD OF DIRECTORS OF RANCHO MMC**

**Minutes of the Special Meeting of the  
Rancho Mission Viejo Master Maintenance Corporation  
BOARD OF DIRECTORS**

- I. **Call to Order.** Paul Johnson called to order the special meeting of the Rancho Mission Viejo Master Maintenance Corporation ("**Rancho MMC**") Board of Directors at 2 pm o'clock on August 29, 2013 at 28811 Ortega Hwy, San Juan Capistrano, California.

II. **Roll Call.**

Directors present: Lisa Christian  
Paul Johnson

Directors absent: Marc Lamkin

- III. **New Business - Approval of Joint Use Agreement With the Capistrano Unified School District.** The Directors discussed then adopted, by affirmative vote of the two Directors present, the following resolutions:

**RESOLVED**, that the form of Joint Use Agreement to be used to establish an arrangement to share facilities in planning area 2 is approved. A copy of the form of Joint Use Agreement shall be filed in the Rancho MMC records with these minutes.

**RESOLVED FURTHER**, that the officers are authorized to have any incomplete Exhibits to the Joint Use Agreement prepared and are authorized to approve the Exhibits for use with the Joint Use Agreement.

**RESOLVED FURTHER**, that the officers are authorized to approve such additional changes as may be necessary to obtain School District approval of the final form of Joint Use Agreement.

**RESOLVED FURTHER**, that two officers are authorized to execute the Joint Use Agreement on behalf of Rancho MMC.

**RESOLVED FURTHER**, that upon completion, the Joint Use Facilities that will be owned by Rancho MMC shall be accepted in accordance with Rancho MMC Property acceptance procedures.

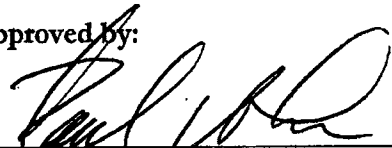
- IV. **Adjournment.** Paul Johnson adjourned the meeting at 2:30 pm.

Dated: 8/29/2013

Submitted by:

  
\_\_\_\_\_  
Lisa Christian, Secretary

Approved by:

  
\_\_\_\_\_  
Paul Johnson, Director

  
\_\_\_\_\_  
Lisa Christian, Director

  
\_\_\_\_\_  
Marc Lamkin, Director

## **Form of Joint Use Agreement Approved at Meeting**

**Form of Joint Use Agreement Approved at Meeting**

**As Attached to And Incorporated in the JU/Agreement, Attached to and Incorporated in the  
SFF/Agreement Executed by School District and all Other Parties Thereto**

**EXHIBIT "D"**

**JOINT USE OPTION AGREEMENT**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

CAPISTRANO UNIFIED SCHOOL DISTRICT  
33122 Valle Road  
San Juan Capistrano, CA 92675  
Attn: Deputy Superintendent, Business Services

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Above this Line  
For Recorder's Use Only

**JOINT USE OPTION AGREEMENT**

THIS JOINT USE OPTION AGREEMENT ("JU/OA") is made and entered into as of \_\_\_\_\_, 2013, by and between RANCHO MISSION VIEJO MASTER MAINTENANCE CORPORATION, a California nonprofit public benefit corporation ("Rancho MMC"), and CAPISTRANO UNIFIED SCHOOL DISTRICT ("School District"), with reference to the following facts:

A. School District is purchasing from RMV PA2 Development, LLC ("RMV PA2"), that certain real property situated in the County of Orange, State of California, and legally described in Exhibit A attached hereto and incorporated herein by reference ("Benefited Property"), referred to in some instances as the "PA 2 School Site."

B. RMV PA2 is conveying to Rancho MMC fee title to that certain real property and improvements located thereon situated in the County of Orange, State of California that is contiguous with and/or in the vicinity of the Benefited Property, as described in Exhibit B attached hereto and incorporated herein by reference ("Burdened Property").

C. Rancho MMC and School District have previously entered into that certain Joint Use Agreement ("JU/Agreement") in order to establish an arrangement to share the Shared Facilities (as defined in the JU/Agreement) located on the Benefited Property and Burdened Property.

D. The term of the JU/Agreement, as provided in Section 11 thereof, is for so long as the PA 2 School Site is used as a public school for children.

E. The parties desire to record this JU/OA to put future owners on notice of the transfer restriction on the Burdened Property ("Restriction") and the option to purchase the Burdened Property ("Purchase Option").

NOW, THEREFORE, Rancho MMC hereby covenants, agrees and declares that the Burdened Property shall be held, conveyed, and transferred subject to the following restrictions:

1. Transfer. Rancho MMC shall not voluntarily or by operation of law consummate a transfer of the Burdened Property to a third party without School District's express prior consent in writing, which consent will not be unreasonably withheld, conditioned or delayed by School District.

2. Purchase Option.

(a) Grant of Purchase Option. Rancho MMC on its behalf and its successors, grants to School District, the Purchase Option, exercisable in the manner and on the terms and conditions hereafter set forth. School District may exercise this Purchase Option if at any time during the term of this JU/OA, Rancho MMC proposes a voluntary transfer or an involuntary transfer of the Burdened Property to a third party. Upon the occurrence of the event specified in this section, School District may exercise this Purchase Option by the delivery to Rancho MMC of a notice ("Notice of Purchase") within thirty (30) days of such occurrence. School District's delivery of a Notice of Purchase in accordance with the terms hereof shall create a binding contract for the purchase and sale of the Burdened Property and all improvements thereon. If School District exercises this Purchase Option, Rancho MMC and School District shall immediately after delivery of the Notice of Purchase by School District open an escrow at First American Title Insurance Company, a California corporation ("Escrow Holder"); provided, the parties shall execute such escrow instructions which are not inconsistent with the provisions hereof and which may be required by Escrow Holder in order to close the same. In the event School District elects not to deliver a Notice of Purchase to Rancho MMC when required to do so hereunder, School District's Purchase Option in this JU/OA shall terminate and be of no further force or effect.

(b) Purchase Price. School District, after consultation with Rancho MMC, shall select an MAI appraiser to prepare a report as to the fair market value of the Burdened Property, as of the agreed appraisal date ("School District Appraiser"). The School District Appraiser shall be instructed to appraise the fair market value of the Burdened Property and any improvements located thereon, based upon its highest and best use, and subject to all reservations and restrictions in the Grant Deed. If Rancho MMC does not agree with the value determined by the School District Appraiser, Rancho MMC may designate an MAI appraiser to independently appraise the Burdened Property and improvements as of the agreed appraisal date, and prepare a report of the fair market value of the Burdened Property and the improvements as described above ("Owner Appraisal"). If the opinions of value of the two appraisers differ by 10% or less from each other, the purchase price of the Burdened Property shall be the average of the two appraisals. If the opinions of the value of the two appraisers differ by more than 10%, the two appraisers shall be provided written notice by either party to agree upon a third MAI appraiser within thirty (30) days of such written notice. The third appraiser shall independently

assess the Burdened Property and improvements, and prepare a letter opinion of the fair market value of the Burdened Property and improvements as described above. In that event, the purchase price of the Burdened Property and improvements shall be deemed to be the average of the two appraisals (from the previous two appraisals reports and the third appraisal letter opinion) having the closest opinions of value. The appraiser(s) shall be instructed to prepare their reports in accordance with the State Allocation Board requirements for such appraisal. The cost of the School District Appraisal and fifty percent (50%) of the third appraisal, if any, shall be paid by the School District. The purchase price paid by School District shall be paid in cash upon the close of escrow; provided, the portion of the purchase price required to discharge any priority lien shall be paid through escrow to the holder or beneficiary of such lien.

(c) Close of Escrow. The Purchase Option escrow shall close on or before the date which is sixty (60) days after the date of delivery of the Notice of Purchase by School District to Rancho MMC. Upon the close of escrow, Rancho MMC shall convey the Burdened Property to School District by Escrow Holder's standard form grant deed subject only to the following (and all other exceptions shall be removed by Rancho MMC at its sold expense at or prior to such close of escrow): (i) nonmonetary covenants, conditions, restrictions, easements, reservations, rights and rights-of-way of record existing on the date on which this JU/OA is recorded; (ii) nonmonetary encumbrances placed against the subject property by School District and to which Rancho MMC has subordinated its rights under this Purchase Option; (iii) nondelinquent general, special and supplemental real property taxes and assessments; and (iv) matters shown as printed exceptions in the standard form California Land Title Association owner's policy of title insurance. Rancho MMC shall cause to be delivered to School District upon the close of escrow, at Rancho MMC's sole cost and expense, a CLTA standard coverage policy of title insurance on the property transferred pursuant to this JU/OA issued by Escrow Holder with policy limits equal to the purchase price and insuring title to such property in the condition set forth above and otherwise vested in School District and specifically insuring against mechanics' and materialmen's liens. All real property taxes and assessments shall be prorated as of the close of escrow.

3. Enforcement of Restriction. School District alone shall have the right to enforce by proceedings at law or in equity, the Restriction set forth in this Covenant or any amendment thereto, including (i) the right to prevent the violation of any such Restriction, (ii) the right to recover damages or other dues for such violation, and (iii) the right to exercise the Purchase Option during the term of this JU/OA. Failure by School District to enforce the Restriction in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any future breach of the same. All rights, options and remedies of School District under this JU/OA are cumulative; and no one of them shall be exclusive of any other; and School District shall have the right to pursue any one or all of such rights, options and remedies or any other remedy or relief which may be provided by law, whether or not stated in this JU/OA.

4. Right to Exercise Purchase Option. School District, or a successor public school district, shall have the right to exercise the Purchase Option during the term of this JU/OA.

5. Captions. The captions used herein are for convenience only and are not a part of this JU/OA and do not in any way limit or amplify the terms and provisions hereof.



6. Governing Law and Venue. This JU/OA shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this JU/OA, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and School District shall submit to the jurisdiction of such court.

7. Attorneys' Fees. In the event any action shall be instituted in connection with this JU/OA, the party prevailing in such action shall be entitled to recover from the other party all of its costs and expenses incurred therein, including without limitation reasonable attorneys' fees.

8. Severability. In the event that any portion of this JU/OA shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this JU/OA shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.

9. Gender and Number. In this JU/OA (unless the context requires otherwise), the masculine, feminine and neuter genders and the singular and the plural include one another.

10. Covenants to Run with the Land; Term

(a) Restrictions. The Burdened Property shall be held, developed, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to this JU/OA. This JU/OA is intended and shall be construed as a covenant and condition running with and binding upon the Burdened Property and equitable servitudes thereupon and every part thereof; and all and each of its provisions shall be binding upon and burden all persons having or acquiring any right, title or interest in the Burdened Property (during their ownership of such interest), or any part thereof, and their successors and assigns.

(b) Term. This JU/OA shall continue in full force and effect for as long as the PA 2 School Site is used for a public school for children.

11. Recordation. The parties hereto agree that this JUA/Option shall be recorded in the Official Records of Orange County, California within thirty (30) days after the Burdened Property is transferred from RMV PA2 to Rancho MMC.

12. Notices. Any notice to be given or other document to be delivered by any party to the other or others hereunder, may be delivered in person to an officer of any party, or may be delivered by Federal Express, private commercial delivery or courier service for next business day delivery or may be deposited in the United States mail in the County of Orange, State of California, duly certified or registered, return receipt requested, with postage prepaid, and addressed to the party for whom intended at the address specified under each party's signature below. Notice may also be given by facsimile transmission ("Fax") to any party at the respective Fax number given under each party's signature and marked "RUSH - PLEASE DELIVER IMMEDIATELY," provided receipt of such transmission shall be confirmed by follow-up notice within seventy-two (72) hours by another method authorized above. Any party hereto may from time to time, by written notice to the other, designate a different address which shall be substituted for the one above specified. If any notice or other document is sent by mail as aforesaid, the same shall be deemed served or delivered seventy-two (72) hours after the

mailing thereof as above provided. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or Fax number listed above.

IN WITNESS WHEREOF, the parties have caused this JU/OA to be executed as of the day and year first written above.

“RANCHO MMC”

**RANCHO MISSION VIEJO MASTER  
MAINTENANCE CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address for notices:

Rancho Mission Viejo Master Maintenance Corp.  
c/o Rancho Mission Viejo, LLC  
28811 Ortega Highway  
San Juan Capistrano, CA 92675  
Attn: Lisa Christian  
Fax: (949) 248-0810

“SCHOOL DISTRICT”

CAPISTRANO UNIFIED SCHOOL DISTRICT

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

Deputy Superintendent  
Business and Support Services

APPROVED AS TO FORM:

Address for notices:

BY: \_\_\_\_\_  
Bowie, Arneson, Wiles & Giannone  
Legal Counsel to Capistrano  
Unified School District

Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675  
Attn: Deputy Superintendent,  
Business and Support Services  
Fax: (949) 493-8729

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

**EXHIBIT A TO COVENANT**

**Legal Description of Benefited Property**

***[To Be Provided By Developers When Exists]***

**EXHIBIT B TO COVENANT**

**Legal Description of Burdened Property**

The real property situated in the County of Orange, State of California and described as:

***[To Be Provided by Developers When Exists]***

**EXHIBIT F**

**FORM OF DEFERRAL, GUARANTY AND SECURITY AGREEMENT**

## **EXHIBIT F**

### **FORM OF DEFERRAL, GUARANTY AND SECURITY AGREEMENT**

THIS DEFERRAL, GUARANTY AND SECURITY AGREEMENT ("Guaranty"), dated as of \_\_\_\_\_, 2013, is made by RMV Community Development, LLC, a California limited liability company ("Guarantor"), in favor of Capistrano Unified School District ("School District").

Guarantor, RMV PA2 Development, LLC, a California limited liability company ("RMV PA2" and, with Guarantor, "Developers"), other landowners and School District are parties to that certain School Facilities and Funding Agreement and Option to Purchase School Site dated \_\_\_\_\_, 2013 ("SFF/Agreement"), pursuant to which the Developers have promised to pay High School Payments, as provided in and as those terms are defined in the SFF/Agreement (the "Obligations"). School District has agreed to permit Developers to defer payment of the Obligations as provided in Section 7.2 of the SFF/Agreement on the condition that this Guaranty be executed by Guarantor pursuant to which Guarantor has agreed to guarantee the Obligations of the Developers to the School District in an amount not to exceed \$10,000,000. Accordingly, Guarantor hereby warrants, covenants and agrees as follows:

1. Guaranty. Guarantor hereby guarantees to School District the performance of the Obligations of the Developers, up to a maximum amount of \$10,000,000, which maximum amount and guaranty shall adjust based upon the adjustment of all deferred High School Payments and interest accrual pursuant to Section 7.2 of the SFF/Agreement. Guarantor acknowledges and agrees that, with respect to the Obligations, such guaranty shall be a guaranty of payment and not of collection. If either of the Developers shall default in the full and timely payment of any amounts owed in respect of the Obligations, Guarantor will forthwith make full payment of any amount due and payable at that time under the SFF/Agreement (up to a maximum amount of \$10,000,000, as adjusted,) at its sole cost and expense within sixty (60) calendar days of written demand by School District. The liabilities and obligations of Guarantor to School District pursuant to this Section 1 shall be unconditional and irrevocable and shall not be conditioned or contingent upon the pursuit of any remedies against any other person or entity ("Person"). Guarantor hereby waives any right, whether legal or equitable, statutory or non-statutory, to require School District to proceed against or take any action against or pursue any remedy with respect to any Person or make presentment or demand for performance or give any notice of nonperformance before School District may enforce its rights against Guarantor hereunder and, to the fullest extent permitted by law, or raise any other defenses or benefits that may be derived from or afforded by applicable law limiting the liability of or exonerating guarantors or sureties, or which may conflict with the terms of this Section 1.

2. Continuing Guaranty. Guarantor agrees that this Guaranty is a continuing guaranty relating to the Obligations in the amount of the deferred High School Payments and accrued interest due and payable at any time in accordance with the SFF/Agreement. This Guaranty shall continue in effect and be binding upon Guarantor until either (i) it is replaced by a guaranty in substantially the form of this Guaranty from a new guarantor that is reasonably acceptable to School District, (ii) it is replaced by other security that is reasonably acceptable to School District or (iii) the Obligations have been fully satisfied or terminated in accordance with Section 7.2 of the SFF/Agreement.



3. Representations. Guarantor represents and warrants to School District that (i) Guarantor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California, and has all requisite power and authority to execute, deliver and perform its obligations under this Guaranty; (ii) the execution, delivery and performance by Guarantor of this Guaranty have been duly authorized by all necessary limited liability company action of Guarantor; and (iii) this Guaranty constitutes the legal, valid and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms.

4. Guarantor Bank Statements. Following the execution of this Guaranty, on the first business day on or following each January 15, April 15, July 15 and October 15, Guarantor shall provide to the Chief Business Officer of School District on a confidential basis, and not as a public record, statements of deposits of Guarantor's funds or other liquid assets ("Available Deposits") in financial institutions. If the amount of such Available Deposits is less than the total amount of deferred High School Payments and accrued interest as of the end of the preceding month (the "Accrued Obligation") School District shall deliver a written demand to Guarantor to, within sixty (60) days of receipt of such notice, provide either (i) updated statements of deposit demonstrating that the Available Deposits equal or exceed the Accrued Obligation, (ii) a guaranty from a substitute guarantor reasonably acceptable to School District or (iii) another form of security for the Obligations reasonably acceptable to the School District. If Guarantor does not provide any of (i), (ii) or (iii) above, the School District can deem the entire Accrued Obligation to be immediately due and payable and, until paid, may elect not to issue Certificates of Compliance for future Dwelling Units within the PA 1/PA 2 Property until the Accrued Obligation has been paid.

5. Default. The Guarantor shall be in default under this Guaranty on the occurrence of its default in the payment of the Obligations pursuant to Section 1 or 4 above.

6. Notices. All notices and other communications provided for hereunder shall be in writing (including by facsimile or email) and shall be mailed, sent or delivered (i) if to School District at 33122 Valle Road, San Juan Capistrano, CA 92675, Attention: Superintendent, Fax (\_\_\_\_) \_\_\_\_-\_\_\_\_; and (ii) if to Guarantor, at or to its address or facsimile number, or email address, set forth below its name on the signature page hereof, or at or to such other address or facsimile number, or email address, as such party shall have designated in a written notice to the other party. All such notices and communications shall be effective upon receipt.

7. No Waiver. No failure on the part of School District to exercise, and no delay in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies under this Guaranty are cumulative and not exclusive of any rights, remedies, powers and privileges that may otherwise be available to School District.

8. Binding Effect; Amendments. This Guaranty shall be binding upon Guarantor and its successors and assigns, and inure to the benefit of and be enforceable by School District and its successors, endorsees, transferees and assigns. This Guaranty may not be amended except by a writing signed by Guarantor and School District. No waiver of any rights of School District under any provision of this Guaranty or consent to any departure by Guarantor therefrom shall be effective unless in writing and signed by School District.

9. Law. This Guaranty shall be governed by and construed in accordance with California law.

10. Legal Costs. In the event that School District incurs costs or legal fees in regard to seeking to collect the deferred Obligations, it shall also recover all costs and fees, including legal fees.

11. Legal Construction. In case any one or more of the provisions contained in this Guaranty shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability of that provision shall not affect any other provision of this Guaranty, and this Guaranty shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

12. Prior Agreements Superseded. This Guaranty constitutes the only agreement of the parties with respect to the subject matter of a guaranty as set forth in this Guaranty and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Guaranty.

*[Signature page follows]*

IN WITNESS WHEREOF, Guarantor has executed and delivered this Guaranty, as of the date first above written.

RMV Community Development, LLC, a  
California limited liability company

By: Rancho Mission Viejo, L.L.C.,  
a Delaware limited liability company,  
its authorized agent and manager

By: \_\_\_\_\_  
Donald L. Vodra  
Chief Operating Officer

By: \_\_\_\_\_  
Dan Kelly  
Senior VP – Government  
Relations and Corporate  
Communications

RMV Community Development, LLC  
Attention: Donald L. Vodra  
Email: [dvodra@ranchomv.com](mailto:dvodra@ranchomv.com)  
Fax: 949-248-0810

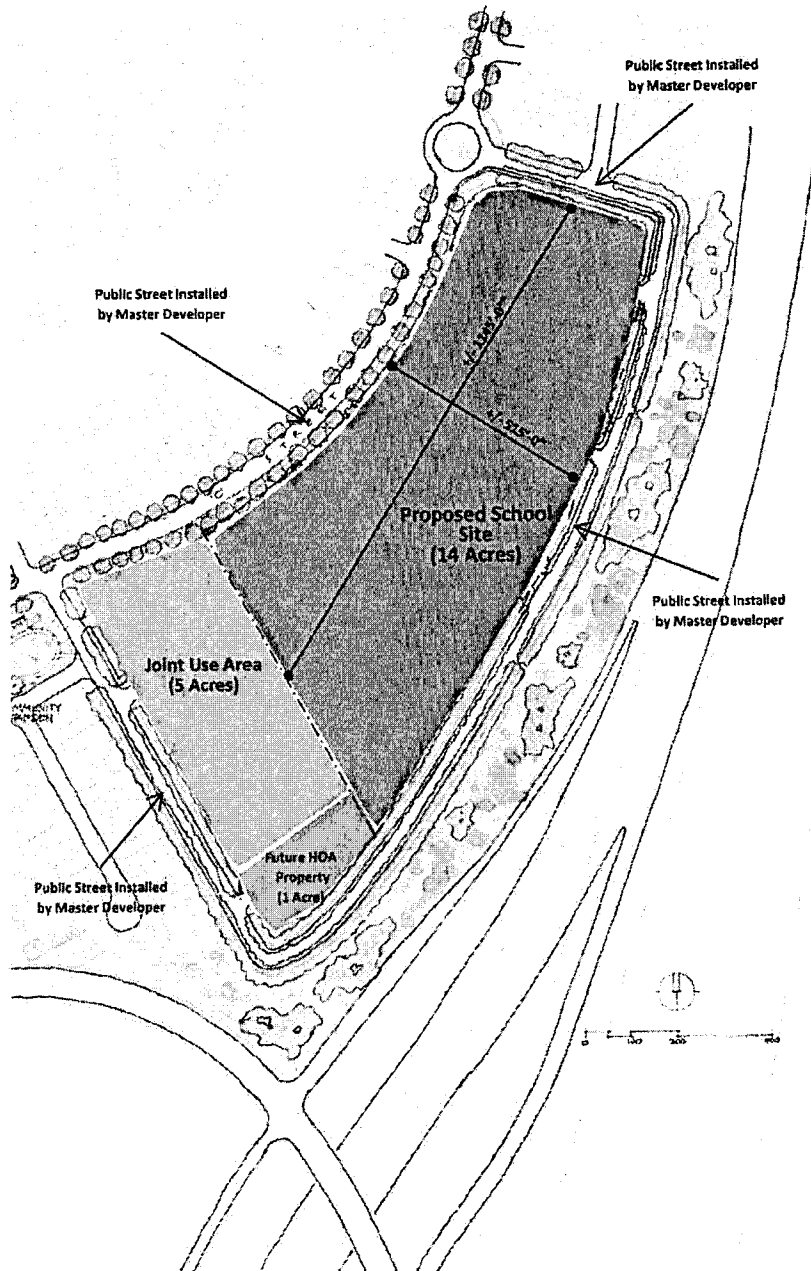


**EXHIBIT G**

**PA 2 SCHOOL SITE AND JOINT USE SITE LAYOUT**

**EXHIBIT G**

**PA 2 SCHOOL SITE AND JOINT USE SITE LAYOUT**



**EXHIBIT H**

**FORM OF MEMORANDUM OF AGREEMENT**

**EXHIBIT H**

**FORM OF MEMORANDUM OF AGREEMENT**

**RECORDING REQUESTED BY:**

**WHEN RECORDED MAIL TO:**

Space above line for recorder's use only

**MEMORANDUM OF SCHOOL FACILITIES AND FUNDING AGREEMENT  
AND OPTION TO PURCHASE SCHOOL SITE**

This MEMORANDUM OF SCHOOL FACILITIES AND FUNDING AGREEMENT AND OPTION TO PURCHASE SCHOOL SITE ("**Memorandum**") dated \_\_\_\_\_, 2013, is entered into by and among the CAPISTRANO UNIFIED SCHOOL DISTRICT, a school district organized and existing under the laws of the State of California ("**District**"), and RMV Community Development, LLC, RMV PA2 Community Development, LLC, DMB San Juan Investment North, LLC, a Delaware limited liability company, RMV Middle Chiquita, LLC, a California limited liability company, RMV Ranch House, LLC, a California limited liability company, RMV Headquarters, LLC, a California limited liability company, RMV San Juan Watershed, LLC, a California limited liability company, RMV San Mateo Watershed, LLC, a California limited liability company, RMV Blind Canyon, LLC, a California limited liability company, and RMV MC Investment, LLC, a California limited liability company (each, an "Owner" and, collectively, "Owners").

1. **Property.** Owners own fee title to certain property within the County of Orange and the District described in Attachment A ("**Rancho Mission Viejo Property**").
2. **School Facilities and Funding Agreement and Option to Purchase School Site.** The District and Owners have entered into that certain School Facilities and Funding Agreement and Option to Purchase School Site dated \_\_\_\_\_, 2013 ("**School Agreement**"), under which, among other things, RMV PA2 Community Development, LLC has granted to District an option to purchase certain real property within the Rancho Mission Viejo Property for purposes of construction and operation of a public school thereon.
3. **Purpose.** The purpose of this Memorandum is to provide record notice of the existence of the School Agreement and the obligations of the parties thereunder.



4. No Alteration or Amendment. This Memorandum is not intended to, and shall not, alter or amend the terms, covenants, and conditions of the School Agreement. In the event of any conflict between the provisions of this Memorandum and those of the School Agreement, the provisions of the School Agreement shall prevail.
5. Not Binding on End Users. Notwithstanding anything herein that may be construed to the contrary, neither this Memorandum nor the School Agreement shall be binding upon or inure to the benefit of any owner of a completed Dwelling Unit or Senior Unit constructed and sold within the Rancho Mission Viejo Property, a public agency or non-profit entity owning property not intended for residential development or Commercial/Industrial Development, the owner of any completed Commercial/Industrial Development, Rancho MMC and any other homeowners or property owners association (each an "End User"), and under no circumstance may any End User, in that capacity, be deemed or construed as a successor or assign of the Owners with respect to the School Agreement. At close of escrow for each Dwelling Unit constructed on the Rancho Mission Viejo Property, the completion of construction of any Senior Unit or Commercial/Industrial Development, the transfer of property to any public agency or non-profit entity as to which such public agency or non-profit entity would be deemed an End User, and the transfer of property to Rancho MMC or any other homeowners or property owners association, this Memorandum and the School Agreement shall automatically terminate as to such Dwelling Unit, Senior Unit and property without any further action of any Party hereto. Notwithstanding such automatic termination, at the request of any Party all other Parties agree to execute a recordable document evidencing such termination.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties, by their undersigned authorized signatories, have executed this Memorandum as of the date first written above.

CAPISTRANO UNIFIED SCHOOL DISTRICT,  
a Political Subdivision of the State of California

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

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

APPROVED AS TO FORM

Capistrano Unified School District  
Legal Counsel

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

RMV COMMUNITY DEVELOPMENT, LLC, a California  
limited liability company

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

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

STATE OF CALIFORNIA                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, a Notary Public,  
personally appeared \_\_\_\_\_, who proved to me on the basis of  
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or  
the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

STATE OF CALIFORNIA                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, a Notary Public,  
personally appeared \_\_\_\_\_, who proved to me on the basis of  
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or  
the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

ATTACHMENT A  
TO MEMORANDUM OF SCHOOL FACILITIES AND FUNDING AGREEMENT

**PA2** (SOUTH)

PARCELS 39-48, CC 2011-01, INSTRUMENT NO. 2011000677171 O.R., RECORDED 12/27/2011  
PORTIONS OF PARCEL 29 AND 30, CC 2011-01  
PARCEL 38, EXCEPTING THEREFROM THAT PORTION OF LAND GRANTED TO THE COUNTY OF ORANGE  
FOR COW CAMP ROAD, PER THE GRANT DEED AS INSTRUMENT NO. 2013000390494 O.R., RECORDED  
6/27/2013

**PA2** (NORTH)

PORTION OF PARCEL 13, CC 2011-01, INSTRUMENT NO. 2011000677171 O.R., RECORDED 12/27/2011

**PA3**

PARCEL 70-103, CC 2011-01, INSTRUMENT NO. 2011000677171 O.R., RECORDED 12/27/2011  
PARCEL 1, PM 93-159, PMB 280/49-50  
PARCEL 1, PM 94-153, PMB 287/9-10  
PARCEL 1, PM 95-161, PMB 296/11-12

**PA4**

PARCELS 104-121 , CC 2011-01, INSTRUMENT NO. 2011000677171 O.R., RECORDED 12/27/2011  
(550-ACRE PA4 PARCELS 104-112, CC 2011-01)

**PA5**

PARCELS 4-7, 9-16, 18-24, CC 2012-01, INSTRUMENT NO.2010000690527 O.R., RECORDED 12/22/2010

**PA8**

PARCEL 71-91, CC 2012-01, INSTRUMENT NO.2010000690527 O.R., RECORDED 12/22/2010

**EXHIBIT I**  
**FORM OF OPTION AGREEMENT**

## OPTION AGREEMENT

THIS OPTION AGREEMENT (this “**Agreement**”) is made and entered into as of \_\_\_\_\_, 2013 (“**Effective Date**”), by and between RMV PA2 DEVELOPMENT, LLC, a Delaware limited liability company (“**Developer**”), and THE CAPISTRANO UNIFIED SCHOOL DISTRICT (“**School District**”).

### RECITALS

A. Developer owns the Property (as defined below), which consists of approximately 14 acres of land depicted on **Exhibit A** attached hereto, and generally located in Planning Area 2 of the Ranch Plan (a master planned community for the Rancho Mission Viejo, commonly referred to as the “Ranch Plan,” and approved by the Orange County Board of Supervisors in November 2004), in the County of Orange, State of California (“County”).

B. Developer and School District are parties to that certain School Facilities and Funding Agreement and Option to Purchase School Site dated as of \_\_\_\_\_, 2013 (“**SFF/Agreement**”) executed concurrent herewith, which sets forth certain rights and obligations of the parties with respect to the Property. All capitalized terms not otherwise defined herein shall have the meaning given to them in the SFF/Agreement.

C. Developer desires to grant to School District an option to purchase the Property on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings of the parties hereto, it is hereby agreed as follows:

1. Grant of Option.

(a) Grant of Option. Developer grants to School District the exclusive right and option (the “**Option**”) to purchase the Property. As used herein, the “**Property**” means, collectively, all right, title and interest of Developer in and to that certain land generally depicted on **Exhibit A**. The Property is currently part of a larger parcel of land identified as Parcel 42 of Certificate of Compliance CC 2011-01 in the Unincorporated Territory of the County, recorded December 27, 2011 as Instrument No. 2011000677171 of Official Records. Until such time as Tract Map No. 17561 is recorded, or created as a legal parcel pursuant to applicable law as provided in subparagraph (e) hereof, the parties do not desire to convey and accept the Property .

(b) Term of Option. The “**Option Term**” shall commence on the Effective Date and shall expire at 5:00 p.m. Pacific time on the later of (i) January 31, 2015, (ii) thirty (30) days following Developer’s written notice to School District that it intends to commence construction of the improvements to improve the Property to the conditions set forth in Section 8.3 of the SFF/Agreement, or (iii) the date which is two (2) years following the Funding Threshold for acquisition of the PA2 School Site set forth in the SFF/Agreement.

(c) Option Consideration. In consideration for School District entering into the SFF/Agreement, Developer is granting the Option. School District shall also pay an option consideration in the amount of \$100 (“**Independent Consideration**”) to Developer upon recordation

of the Memorandum of Option (defined below). The Independent Consideration constitutes bargained-for consideration for this Agreement and is expressly acknowledged by the parties to be adequate. The obligation of School District to pay the Independent Consideration to Developer is unconditional and shall survive any termination of this Agreement.

(d) Exercise of Option. School District, subject to complying with applicable law, including Education Code Section 17211 and the California Environmental Quality Act (“CEQA”), may exercise the Option at any time prior to the expiration of the Option Term by delivering a written notice to Developer of its exercise of the Option. In the event the Option is duly exercised prior to the expiration of the Option Term, Developer and School District shall execute the Agreement for Purchase and Sale and Escrow Instructions substantially in the form attached hereto as **Exhibit D** (“PSA”). Developer is hereby irrevocably committed to executing the PSA upon School District’s exercise of the Option. The PSA shall constitute a binding contract for the purchase and sale of the Property. If School District fails to exercise the Option during the Option Term, then this Agreement shall automatically terminate, and the parties’ obligations relative to the PA2 School Site shall be controlled by the SFF/Agreement.

(e) Memorandum of Option. Upon creation of the Property as a legal parcel by recordation of Tract Map No. 17561 or as otherwise provided by applicable law, Developer shall deliver to School District a duly executed and acknowledged recordable memorandum substantially in the form of **Exhibit B** (“Memorandum of Option Agreement”), including the legal description for the Property, which may be recorded at School District’s cost, if any, in the Office of the County Recorder of the County. Notwithstanding the foregoing, in the event Tract Map 17561 is not recorded by December 31, 2014, School District may elect to have a metes and bounds legal description prepared at the Developer’s cost, and Developer shall execute the Memorandum of Option Agreement with the metes and bounds legal description. Upon the termination of the Option pursuant to the terms of this Agreement, or the expiration of the Option Term, School District shall cause a Quitclaim Deed substantially in the form attached hereto as **Exhibit C** to be recorded in the Office of the County Recorder of the County. Any failure by School District to record the Quitclaim Deed shall not affect or otherwise impair the termination of the Option.

2. Purchase Price. In the event the Option is duly exercised pursuant to the provisions of this Agreement, the purchase price (“**Purchase Price**”) shall be the sum equal to the fair market value of the Property, as determined in accordance with Section 8.3 of the SFF/Agreement and the provisions of the PSA, including any reservations thereto by Developer as described in the PSA.

3. Termination Right. At any time on or before expiration of the Option Term, School District may give written notice to Developer electing to waive its rights to the Option. Upon such election, this Agreement shall automatically terminate, and the parties’ rights and obligations shall be controlled by the SFF/Agreement. Developer shall have the right to request, and School District shall provide, all documents reasonably necessary or appropriate to reflect and memorialize said termination.

4. Consents and Approvals. Except as otherwise expressly provided herein, any approval or consent provided to be given by a party hereunder must be in writing to be effective and may be given or withheld in the sole and absolute discretion of such party.

5. Modification. This Agreement may not be modified or amended except by written agreement signed by Developer and School District.

6. Matters of Construction.

(a) Incorporation of Exhibits. All exhibits attached and referred to in this Agreement are hereby incorporated herein as fully set forth in (and shall be deemed to be a part of) this Agreement.

(b) Entire Agreement. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.

(c) Non-Business Days. Whenever action must be taken (including the giving of notice or the delivery of documents) under this Agreement during a certain period of time (or by a particular date) that ends (or occurs) on a non-business day, then such period (or date) shall be extended until the immediately following business day. As used herein, “**business day**” means any day other than a Saturday, Sunday or federal or California state holiday.

(d) Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(e) Interpretation. Each party acknowledges and agrees that (a) it has received independent legal advice from attorneys of its choice with respect to the advisability of making and executing this Agreement and the documents in connection herewith or has waived its right to do so, (b) this Agreement is the product of negotiations between the parties, and (c) this Agreement shall not be deemed prepared or drafted by any one party. In the event of any dispute between the parties concerning this Agreement, the parties agree that any ambiguity in the language of this Agreement is to not to be resolved against Developer or School District, but shall be given a reasonable interpretation in accordance with the plain meaning of the terms of this Agreement and the intent of the parties as manifested hereby.

(f) Governing Law. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA (WITHOUT REGARD TO CONFLICTS OF LAW).

(g) Third Party Beneficiaries. Except as otherwise expressly provided in this Agreement, Developer and School District do not intend by any provision of this Agreement to confer any right, remedy or benefit upon any third party, and no third party shall be entitled to



enforce or otherwise shall acquire any right, remedy or benefit by reason of any provision of this Agreement.

7. Effectiveness of Agreement. In no event shall any draft of this Agreement create any obligations or liabilities, it being intended that only a fully executed and delivered copy of this Agreement will bind the parties hereto.

8. No Joint Venture. This Agreement does not and shall not be construed to create a partnership, joint venture or any other relationship between the parties hereto except the relationship of the Developer and School District specifically established hereby.

9. Notices. Any notice which a party is required or may desire to give the other shall be in writing and may be sent by personal delivery or by mail (either [i] by United States registered or certified mail, return receipt requested, postage prepaid, [ii] by Federal Express or similar generally recognized overnight carrier regularly providing proof of delivery, or [iii] facsimile, provided that a copy of the notice is delivered within 1 business day pursuant to clause [i] or [ii] above), addressed to such party at the corresponding address set forth on Schedule 1. Service of any such notice or other communications so made shall be deemed effective on the day of actual delivery (whether accepted or refused) as evidenced by confirmed answerback if by facsimile (provided that if any notice or other communication to be delivered by facsimile cannot be transmitted because of a problem affecting the receiving party's facsimile machine, the deadline for receiving such notice or other communication shall be extended through the next business day), as shown by the addressee's return receipt if by certified mail, and as confirmed by the courier service if by courier; provided, however, that if such actual delivery occurs after 5:00 p.m. (local time where received) or on a non-business day, then such notice or demand so made shall be deemed effective on the first business day after the day of actual delivery. No communications via electronic mail shall be effective to give any notice, request, direction, demand, consent, waiver, approval or other communications hereunder.

10. Legal Costs. The parties hereto agree that they shall pay directly any and all legal costs which they have incurred on their own behalf in the preparation of this Agreement, all other agreements pertaining to this transaction and that such legal costs shall not be part of the closing costs.

11. Attorneys' Fees. In the event any action shall be instituted in connection with this Agreement, the party prevailing in such action shall be entitled to recover from the other party all of its costs and expenses incurred therein, including without limitation reasonable attorneys' fees.

12. Time is of the Essence. Time is of the essence hereof; and if either party fails to perform any act when due, or if the conditions to the Option referenced herein have not been satisfied or waived, then the non-breaching party may cancel this Agreement by notice in writing to the other party, and, except as otherwise provided in this Agreement, both parties shall thereupon be released from their obligations with respect to the Property.

13. Waiver. No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other,

whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

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

“School District”

CAPISTRANO UNIFIED SCHOOL  
DISTRICT

By: \_\_\_\_\_  
Clark Hampton  
Deputy Superintendent  
Business and Support Services

“Developer”

RMV PA2 DEVELOPMENT, LLC  
a Delaware limited liability company

By: Rancho Mission Viejo, LLC,  
a Delaware limited liability company,  
as its authorized agent and manager

By: \_\_\_\_\_  
Donald L. Vodra  
Chief Operating Officer

By: \_\_\_\_\_  
Dan Kelly  
Senior Vice President –  
Corporate Communications  
and Marketing

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Bowie, Arneson, Wiles & Giannone  
Legal Counsel to Capistrano Unified  
School District

### **EXHIBIT LIST**

- A        -        Depiction of the Property
- B        -        Form of Memorandum of Option Agreement
- C        -        Quitclaim Deed
- D               Form of Purchase and Sale Agreement

**EXHIBIT A**

**DEPICTION OF THE PROPERTY**

***[To Be Provided by Developers]***

**EXHIBIT B**

**FORM OF MEMORANDUM OF OPTION AGREEMENT**

RECORDING REQUESTED BY  
AND RETURN TO:

CAPISTRANO UNIFIED SCHOOL DISTRICT  
33122 Valle Road  
San Juan Capistrano, California 92675  
Attn: \_\_\_\_\_  
Associate Superintendent

(Space Above for Recorder's Use Only)

**MEMORANDUM OF OPTION AGREEMENT**

THIS MEMORANDUM OF OPTION AGREEMENT is made as of \_\_\_\_\_, 20\_\_, by and between RMV PA2 DEVELOPMENT, LLC, a Delaware limited liability company ("**Developer**"), and CAPISTRANO UNIFIED SCHOOL DISTRICT ("**School District**"), who agree as follows:

That for the Option Term defined in Section 1(b) of the Option Agreement referenced in this paragraph, and upon the terms and conditions as set forth in that certain written agreement titled "**Option Agreement**" dated \_\_\_\_\_, 20\_\_, by and between Developer and School District ("**Option Agreement**"), all of which terms and conditions are specifically made a part hereof as fully and completely as if specifically set out in full, Developer grants to School District the option to purchase that certain real property in the County of Orange, State of California, as described in the attached **Exhibit A**.

The sole purpose of this Memorandum of Option Agreement is for recording, and it in no way modifies the express and particular terms, conditions, and provisions of the Option Agreement.

Executed on the above date.

“School District”

“Developer”

CAPISTRANO UNIFIED SCHOOL  
DISTRICT

RMV PA2 DEVELOPMENT, LLC  
a Delaware limited liability company

By: Rancho Mission Viejo, LLC,  
a Delaware limited liability company,  
as its authorized agent and manager

By: \_\_\_\_\_  
Clark Hampton,  
Deputy Superintendent  
Business and Support Services

By: \_\_\_\_\_  
Donald L. Vodra  
Chief Operating Officer

By: \_\_\_\_\_  
Dan Kelly  
Senior Vice President –  
Corporate Communications  
and Marketing

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Bowie, Arneson, Wiles & Giannone  
Legal Counsel to Capistrano Unified  
School District

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**EXHIBIT A TO MEMORANDUM OF OPTION AGREEMENT**

**DESCRIPTION OF THE PROPERTY**

*[To Be Provided by Developers]*



**EXHIBIT C**

**[FORM OF]  
QUITCLAIM DEED**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Paskerian, Block, Martindale & Brinton LLP  
85 Enterprise, Suite 470  
Aliso Viejo, California 92656  
Attention: Devon W. Block

THIS SPACE ABOVE FOR RECORDER'S USE

**QUITCLAIM DEED**

THE UNDERSIGNED DECLARES:

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CAPISTRANO UNIFIED SCHOOL DISTRICT ("**Grantor**"), hereby REMISES, RELEASES AND FOREVER QUITCLAIMS to RMV PA2 DEVELOPMENT, LLC, a Delaware limited liability company ("**Grantee**"), all of Grantor's right, title and interest in and to the real property located in the County of Orange, State of California, and more particularly described in **Exhibit A** attached hereto and made a part hereof, together with, all and singular, all right, title and interest in the tenements, hereditaments, easements, rights of way and appurtenances belonging or in anywise appertaining to the same, including, without limitation, any and all rights or interests that Grantor has, or may have, evidenced by that certain Memorandum of Option Agreement, dated as of \_\_\_\_\_, 20\_\_, by and between Grantor and Grantee.

IN WITNESS WHEREOF, the undersigned hereby executes this instrument as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

"GRANTOR"

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
Clark Hampton, Deputy Superintendent  
Business and Support Services

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Bowie, Arneson, Wiles & Giannone  
Legal Counsel to Capistrano Unified  
School District

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**EXHIBIT D**  
**FORM OF PURCHASE AND SALE AGREEMENT**

**AGREEMENT FOR PURCHASE AND SALE  
AND ESCROW INSTRUCTIONS  
(PA2 School Site)**

First American Title Insurance Company  
2 First American Way  
Santa Ana, California 92707  
Attn: Hugo Tello  
Escrow No.:

THIS AGREEMENT FOR PURCHASE AND SALE AND ESCROW INSTRUCTIONS (“**Agreement**”), dated as of \_\_\_\_\_, 20\_\_, is entered into by and between RMV PA2 DEVELOPMENT, LLC, a Delaware limited liability company (“**Seller**”), and THE CAPISTRANO UNIFIED SCHOOL DISTRICT (“**Buyer**”), with reference to that certain property proposed to be used for the “PA 2 School Site,” located in the County of Orange, State of California (“**County**” and “**State**”), as described on **Exhibit A** attached hereto and incorporated by this reference (“**Property**”).

**RECITALS**

D. Seller is the owner of the Property, which consists of approximately 14 acres of land.

E. Seller and School District are parties to that certain School Facilities and Funding and Option to Purchase School Site Agreement dated as of \_\_\_\_\_, 2013 (“**SFF/Agreement**”), which sets forth certain rights and obligations of the parties with respect to the Property. All capitalized terms not otherwise defined herein shall have the meaning given to them in the SFF/Agreement.

F. Seller and School District are also parties to that certain Option Agreement dated as of \_\_\_\_\_, 2013 (“**Option Agreement**”), pursuant to which School District has an option to purchase the Property.

D. Seller is a party to the Rancho Mission Viejo Development Agreement County of Orange (Ranch Plan Project and hereafter (“**RMV/Development Agreement**”) the benefits of which shall run with the Property when acquired by Buyer as therein provided. Seller remains responsible for all mitigation obligations, fees and expenses thereunder and the parties agree none of the mitigation obligations, fees and expenses are assumed by Buyer. Seller concurrent with Close of Escrow shall provide a duly executed Assignment and Assumption of Development Agreement to such effect to County and Buyer as provided in Section .1(a)(iv) of the RMV/Development Agreement. Seller hereby indemnifies Buyer as to any and all mitigation costs related thereto, which obligation shall

survive the termination of this Agreement or Close of Escrow and acquisition of the Property by Buyer.

E. Seller and others have obtained from the Board of Supervisors of County General Plan Amendment (Resolution No. 04-291), Zone Change (Resolution No. 04-292/Ordinance No. 04-014), Development Agreement (Resolution No. 04-293/Ordinance No. 04-015) Environmental Impact Report No. 589 ("Project EIR"), Affordable Housing Implementation Agreement ("Affordable Housing Agreement"), and other entitlements (collectively, "Entitlements"). Seller and Buyer agree that all obligations of the Entitlements are obligations of Seller and that Seller indemnifies Buyer as to any and all costs and obligations related thereto which obligation shall survive the termination of this Agreement or Close of Escrow and acquisition of the Property by Buyer.

F. Seller and others were parties to the Rancho "Mission Viejo/Resource Organization Litigation" that was resolved by means of the Rancho Mission Viejo/Settlement and Declaration of Restrictions Agreement ("RMV/SA") recorded as to the Property and other property of Seller and others as Instrument No. 200500648330 of the Official Records of Orange County. All obligations of the RMV/SA are agreed to be obligations of Sellers and others, are not assigned to or assumed by Buyer, and Seller indemnify Buyer as to any and all costs and obligations thereof, which obligation shall survive the termination of this Agreement or Close of Escrow and acquisition of the Property by Buyer.

G. Seller and others are parties to the Secured Fire Protection Agreements with the Orange County Fire Authority recorded as Instruments No. 2007000218114 and 200700218115 in the Official Records of Orange County, recorded as to the Property and other property of Seller and others ("SFP/A"). All obligations of the SFP/A are agreed to be obligations of Seller and others, are not assigned to or assumed by Buyer and Seller indemnifies Buyer as to any and all costs and obligations thereof, which obligation shall survive the termination of this Agreement or Close of Escrow and acquisition of the Property by Buyer.

H. School District has exercised the option to purchase the Property on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings of the parties hereto, it is hereby agreed as follows:

1. Sale and Purchase. Subject to the terms and conditions set forth in this Agreement, and the above Recitals which are herein incorporated, Seller agrees to sell the Property to Buyer, and Buyer agrees to buy the Property from Seller.

2. Purchase Price. The purchase price for the Property shall be \$ \_\_\_\_\_. ("Purchase Price") [which amount has been determined in accordance with Section 8.3 of the SFF/Agreement including all reservations by Seller].

3. Opening of Escrow. Escrow shall open when a copy of this Agreement, properly executed by Buyer and Seller, has been deposited with First American Title Insurance Company, a California corporation ("**Escrow Holder**"). Escrow Holder shall notify all parties in writing immediately upon receipt of a copy of this Agreement so executed as of the date of the opening of escrow.

#### 4. Buyer Title Review and Approval.

(a) Preliminary and Supplemental Title Reports. Within fifteen (15) calendar days after the Opening of Escrow, First American Title Insurance Company, in its capacity as title insurer ("**Title Insurer**"), shall deliver to Buyer, and to its legal counsel, copies of: (i) a preliminary title report ("**PTR**") covering the Property; (ii) complete and legible copies of all documents referred to in the PTR that evidence or create exceptions to title to the Property ("**Underlying Documents**"); and (iii) complete plotting reports of all easements disclosed in the PTR ("**Plotting Reports**"). If subsequently required, the Title Insurer shall deliver to each Party and to its legal counsel: (i) any amended PTR; (ii) any Underlying Documents referenced in the amended PTR, but not previously provided to the Parties; and (iii) Plotting Reports for all easements and exceptions disclosed in the amended PTR, if not previously plotted and provided to the Parties. Hereinafter, the PTR, any amended PTR, and all related Underlying Documents and Plotting Reports, may be referred to collectively as "**Title Documents.**"

(b) Prior to the date hereof, Seller shall have recorded that certain Covenant and Declaration of Wireless Restriction attached hereto as Exhibit G, over those portions of the real property located within 600 feet of the perimeter of the Property, and Seller shall have provided Buyer with a copy of the recorded document.

(c) Except for those Title Documents set forth on Schedule 1, the Buyer shall have the right to review and either approve or disapprove the Title Documents for the Property as provided in this Section. The parties shall conform to the following procedures for Buyer's review and approval of the Title Documents:

(i) Not later than thirty (30) calendar days after the date it receives the final and complete copies of all Title Documents, the Buyer may object to any one or more of the items listed in the Title Documents that affect title to the Property (each a "**Disapproved Item**") by providing written notice to Seller and Escrow Holder ("**Buyer Title Notice**"). If Buyer fails to provide a Buyer Title Notice within such thirty (30) calendar day period, the Buyer shall be deemed to have approved the Title Documents.

(ii) Upon discussion with one or both of the parties, the Title Insurer may agree to delete from the Title Documents any or all Disapproved Items specified in the Buyer Title Notice.

(iii) If Title Insurer has not agreed to delete from the Title Documents all Disapproved Items specified in the Buyer Title Notice, the Seller may elect to cure or cause the deletion of one or more of the remaining Disapproved Items, including, without limitation, through purchase at Seller's expense of any endorsement(s) to the title insurance for the Property. The Seller shall provide written notice to the Buyer and Escrow Holder, within thirty days after receipt of the Buyer Title Notice, specifying whether Seller will cure or cause the deletion of all, some or none of the remaining Disapproved Items ("**Seller Title Notice**"). If Seller fails to provide a Seller Title Notice within such thirty (30) calendar day period, the Seller shall be deemed to have elected to not cure or cause the deletion of all remaining Disapproved Items.

(iv) If the Seller Title Notice indicates that Seller has not elected to cure or cause the deletion of all remaining Disapproved Items, or if Seller fails to provide a Seller Title Notice, the Buyer may elect to either: (i) proceed with Close of Escrow on the basis of the Disapproved Items, if any, that the Title Insurer and Seller have agreed or elected to cure or cause to be deleted from the Title Documents; or (ii) cancel the Escrow; by providing written notice to Seller and Title Insurer within twenty (20) days after receipt of the Seller Title Notice or, if no Seller Title Notice was provided, within twenty (20) calendar days of the date that was the deadline for delivery of the Seller Title Notice ("**Buyer Election Notice**"). If Buyer fails to provide a Buyer Election Notice within such twenty (20) day period, the Buyer shall be deemed to have elected to cancel the Escrow.

(v) If the Seller and/or Title Insurer are to cure or cause the deletion of any Disapproved Items in accordance with this Section 3.2, such cure or deletion shall be a condition precedent to the Close of Escrow.

(vi) Notwithstanding anything to the contrary, the Buyer shall not be required to object to items specified in the Title Documents that relate to items of a monetary nature, including, but not limited to, general taxes, special taxes, and assessment fees or charges, mortgages, improvement liens, and similar encumbrances. As a condition precedent to Close of Escrow, the Seller must pay-off or otherwise satisfy and release any and all mortgages, improvement liens and similar encumbrances on or against any portion of the Property. Section 4.10 herein provides for payment of any and all general taxes, special taxes, and assessment fees or charges and recordation of a Notice of Cancellation of liens for special taxes and assessments and liens and right of the Rancho Mission Viejo Master Maintenance Corporation ("**RMVMMC**").

If an item specified in the PTR is not either a Disapproved Item pursuant to Subsection (a) of Section 3.2 or an item of a monetary nature as described herein, then such item shall be deemed to be a Permitted Exception to Buyer's title to the Property as conveyed through the Escrow (each a "**Permitted Exception**"). It shall be a condition precedent to the Buyer's obligation to proceed to Close of Escrow that Title Insurer issue to the Buyer, at Close of Escrow, the Title Policy, insuring the Buyer's fee simple title to the Property, subject only to the Permitted Exceptions and otherwise free and clear of all mortgages, liens, charges, encumbrances, encroachments, easements, conditions, exceptions, assessments, taxes, or other defects in title as provided in this Agreement.

## 5. Close Of Escrow.

(a) The close of escrow ("**Closing Date**") shall occur on or before \_\_\_\_\_, subject to any extension agreed to in writing by Buyer and Seller.

(b) Buyer shall deposit or cause to be deposited in escrow prior to the Close of Escrow the Purchase Price; provided Seller hereby agrees to accept the non-interest bearing "**Special Obligation Note**" of Buyer as described in the SFF/Agreement as special obligation purchase money financing in the event Buyer has not received State Funding for 50% of the Purchase Price. In such event, the balance of the Purchase Price, subject to receipt of adequate School Payments from Seller, shall be deposited by Buyer in cash from the Funding Sources as described in the SFF/Agreement. The Special Obligation Note is in the form attached hereto as

**Exhibit G**, and secured by State Funds, Local Funds or Federal Funds and other Funding Sources available for purchase of the PA2 School Site, all on the terms and as set forth in Section 6.9 of the SFF/Agreement.

(c) The Purchase Price in cash or cash and the Special Obligation Note shall be delivered to Seller when Escrow Holder is in a position to obtain an ALTA standard coverage owner's policy of title insurance insuring Buyer as follows:

(i) Policy to be issued by Escrow Holder with the standard title company exceptions ("**Title Policy**");

(ii) Liability to be in the amount of the Purchase Price;

(iii) Fee title vested in Buyer;

(iv) Property vesting in Buyer free and clear of all liens, encumbrances and other defects of title and taxes, including monetary obligations, excepting the following terms listed in the order of the priority to be effected through this escrow (collectively, "**Permitted Exceptions**");

(1) Subject to Section 6 hereof, general and special taxes not yet due and payable;

(2) All items shown on the Covenant and Declaration of Restriction as set forth on Exhibit E;

(3) All items shown on the Grant Deed;

(4) Any other encumbrances caused by acts of Buyer or consented to in writing by Buyer.

(5) There shall be no special taxes, assessments and any rights or liens of the RMVMMC recorded against the Property.

(d) Close of escrow means the time Seller's Grant Deed in substantially the form attached hereto as **Exhibit B** ("**Grant Deed**") is recorded by the Escrow Holder in the office of the County Recorder of Orange County, California. Escrow Holder shall instruct the Orange County Recorder to mail the Grant Deed to Buyer at the address set forth herein after recordation. Title to said Property shall pass immediately upon close of escrow. The conclusive evidence of delivery of title to the Property by Seller to Buyer shall be the recordation of the Grant Deed and the issuance by Escrow Holder of the Title Policy insuring Buyer in the amount of the Purchase Price that fee simple title to the Real Property is vested in Buyer as of the close of escrow subject only to the Permitted Exceptions.

(e) Seller's obligation to sell the Property is expressly conditioned on the satisfaction of Buyer's commitments and obligations expressly set forth herein for completion or satisfaction prior to the close of escrow, including depositing with Escrow Holder all sums required hereunder prior to the close of escrow.

(f) Buyer's obligation to buy the Property is expressly conditioned on each of the following conditions precedent:

(i) Compliance with all applicable law, including Education Code Section 17211, CEQA, Government Code Section 65402, and Public Resources Code Section 21151.2.

(ii) The commitment by the Escrow Holder to issue and deliver the Title Policy;

(iii) Buyer obtaining all documents and funds, if any, accruing to Buyer pursuant to this Agreement and the SFF/Agreement;

(iv) Buyer's approval of all inspections, tests, surveys and other studies and documents, together with the grading of the Property pursuant to Sections 9 and 10;

(v) Seller's compliance with Section 8.4 of the SFF/Agreement regarding the condition of the Property as of the Closing Date;

(vi) Buyer's approval of the documents and materials more particularly described on Exhibit C attached hereto ("**Basic Materials**"); provided, if Buyer does not acquire the Property in accordance with this Agreement, the Basic Materials shall be promptly returned to the Seller;

(vii) Buyer's receipt of all necessary approvals as set forth in in Section 8.1(a) of the SFF/Agreement.

(viii) Completion by Seller of all Superpad condition improvements to the Property as described in the SFF/Agreement.

(x) Buyer's receipt of an Assignment and Assumption Agreement described in Section 6.1 (a) (iv) of the Development Agreement evidencing that Seller remains obligated as to all mitigation obligations, fees and expenses set forth in the RMV/Development Agreement and that no obligations thereof are assumed by Buyer

6. Documents to Be Delivered or Recorded Through Escrow.

(a) Seller. Seller shall deposit with Escrow Holder all of the following documents and/or funds before the close of escrow:

(i) The Grant Deed, duly executed, acknowledged and in recordable form conveying the Property to Buyer;

(ii) A Non-Foreign Status Affidavit executed by Seller attached hereto as Exhibit D;

(iii) The Covenant and Declaration of Restriction executed by Seller attached hereto as Exhibit E; and



(iv) All documents required by this Agreement and funds, including all costs referenced in Section 7, as may be necessary in order for Escrow Holder to comply with this Agreement.

(b) Buyer. Buyer shall deposit with Escrow Holder all of the following documents and/or funds before the close of escrow:

(i) The Purchase Price;

(ii) The Special Obligation Note (if required) executed by Buyer attached hereto as Exhibit F;

(iii) The Covenant and Declaration of Restriction executed by Buyer attached hereto as Exhibit E;

(iv) The Joint Use Agreement (as defined in the SFF/Agreement) executed by Buyer and Rancho Mission Viejo Master Maintenance Corporation ("RMVMMC"); and

(v) A letter from Buyer stating that Buyer (a) accepts the Property in accordance with and subject to the terms and conditions of this Agreement and (b) has received all necessary approval and authorization to purchase the Property, including without limitation State Department of Education approval to acquire the Property for its intended use.

7. Real Property Taxes. All nondelinquent general and special real property taxes and assessments levied for fiscal year 20\_\_-20\_\_ shall be paid by Seller on or before the close of escrow without proration and all refunds shall inure to Seller. There shall be no special taxes, assessments, rights and liens of the RMVMMC recorded against the Property. Any real property taxes which become a lien after close of escrow as a supplemental tax assessed pursuant to Chapter 3.5, commencing with Section 75 of the California Revenue and Taxation Code, for acts occurring prior to close of escrow shall be and remain the responsibility of Seller who shall promptly pay same upon notice from Buyer.

8. Payment of Costs. Escrow Holder is authorized and instructed by Seller to use the proceeds from the Purchase Price to pay the following: (i) all the escrow fees for Buyer and Seller; (ii) the premium for the Title Policy; (iii) the documentary transfer taxes, if any, in connection with the Grant Deed; (iv) recording fees for the Grant Deed, if any; (v) any costs or charges necessary so that title can be delivered to Buyer in the condition required in accordance with this Agreement; (vi) all reasonable costs not specifically referenced herein customarily allocated to Seller in Orange County, California; and (vii) the cost or charge of any other item not specified herein that may be authorized by Seller in a separate writing.

9. Time is of the Essence. Time is of the essence hereof; and if either party fails to perform any act when due, or if the conditions to the close of escrow referenced herein have not been satisfied or waived, then the non-breaching party may cancel this escrow by notice in writing to the other party deposited into escrow no later than the Closing Date (or any and all such objections or defaults shall be deemed waived or accepted), and, except as otherwise provided in this Agreement, both parties shall thereupon be released from their obligations with respect to the

Property unless the escrow is extended by mutual written agreement of the parties. Upon termination of this escrow as aforesaid, all documents deposited into escrow which have been executed by Seller shall be returned to Seller whether or not such papers have been executed by Buyer as well, and all documents executed by Buyer alone shall be returned to Buyer, and all funds deposited into escrow by Buyer shall be returned to Buyer.

10. Entry for Investigations. Seller grants to Buyer, its agents and employees the right to enter upon any portion of the Property for the purpose of conducting reasonable investigations, including without limitation, soils testing, engineering studies, geological analysis, environmental audits and studies, and all other physical inspections deemed necessary by Buyer. Any and all such investigations and entry shall be at the cost, expense and liability of Buyer. Buyer shall also have the right to investigate all matters relating to the zoning, use and compliance with applicable laws which relate to the use and occupancy of the Property. Seller shall cooperate fully to assist Buyer in completing such inspections and special investigations. Buyer agrees to indemnify, defend and hold Seller harmless from any and all loss, liability, damage, claims, demands, injury, costs or expenses, including reasonable attorney's fees, if any, directly arising or resulting from or relating to any physical inspection of the Property by Buyer or Buyer's agents pursuant hereto.

11. Grading & Site Improvements. Seller shall deliver the Property to Buyer at Closing in accordance with Section 8.4 of the SFF/Agreement, including storm drain connections stubbed out into the lower end of the Property with connections to the public storm drain system located within the adjacent streets both at the southeast corner and northeast corner of the Property. Any further onsite drainage coordination shall be the responsibility of Buyer to design, construct, own and maintain. Water quality for the Property will be handled by a water quality basin located within the Planning Area, which will be designed, constructed, owned and maintained by Seller, with ultimate ownership transferred to Rancho MMC. Notwithstanding the foregoing, Buyer shall retain responsibility for cleanup and damage to the water quality basin caused by any non-typical, specific hazardous materials spills into the drainage system originating from the Property.

12. Representations and Warranties.

(a) Seller hereby makes the following representations and warranties:

(i) To the best of Seller's knowledge (which, for purposes of this Agreement, shall be limited to the actual knowledge of Daniel Kelly without investigation or inquiry):

(1) There is no litigation or proceedings pending in connection with the Property; and

(2) There is no existing violation of any federal, state or local laws, ordinances or regulations concerning or affecting the Property.

(ii) Seller has full right, power and authority to enter into this Agreement and convey the Property pursuant to the Agreement or otherwise to perform any of its obligations hereunder.

(iii) To the best of Seller's knowledge, neither the execution of this Agreement or any documents referenced herein shall conflict with the terms of or result in a material breach of any bonds or other indebtedness, contract, indenture and/or deed of trust to which Seller is a party or which govern the use or development of the Property.

(iv) To the best of Seller's knowledge, Seller is not in default under any agreement or contract governing the use or development of the Property.

(v) To the best of Seller's knowledge, Seller has obtained, or otherwise will obtain all necessary governmental approvals and authorizations in order to construct and/or install all of the utilities, including roadways, necessary to develop the Property to a Superpad Condition as contemplated by this Agreement and the SFF/Agreement.

(vi) To the best of Seller's knowledge, Seller has not been advised or informed by any builder to whom Seller has sold any property (or otherwise with whom Seller is under contract to so sell any property) within the Planning Area 2 planned community that any such builder has any plan to develop any improvements other than residential improvements within 100 yards of the Property.

(vii) Seller has not submitted to the County any request to develop any area within 100 yards of the Property with a courthouse or liquor store; provided, Seller reserves the right, without qualification, to develop any and all property within the Planning Area 2 of the Ranch Plan in any manner permitted by applicable law and regulations.

(b) Buyer hereby makes the following representations and warranties:

(i) Buyer has full right, power and authority, subject to the provisions of the SFF/Agreement, to enter into this Agreement and acquire the Property pursuant to the Agreement or otherwise to perform any of its obligations hereunder.

(ii) Buyer has or will have obtained all necessary approval and authorization in order to perform its obligations in accordance with the terms of this Agreement.

(iii) Neither the execution of this Agreement or any documents referenced herein shall conflict with the terms of or result in a material breach of any contract to which Buyer is a party.

(iv) The closing of the transaction contemplated under this Agreement and the acquisition of the Property in accordance herewith is in conformance and compliance with that certain SFF/Agreement; and, in furtherance thereof, Seller shall be deemed to have satisfied the obligations of Seller to Buyer with respect to the delivery of the PA2 School contemplated and required under the SFF/Agreement upon the close of escrow hereunder and the completion of the improvements required under Section 8.4 of the SFF/Agreement and the School Housing Plan; provided, notwithstanding the foregoing, in the event Buyer exercises the rescission right under Section 13 of this Agreement, then Seller shall not have satisfied the foregoing referenced obligations with respect to the delivery of the PA2 School as contemplated and required under SFF/Agreement and Seller shall remain liable therefore in accordance with the SFF/Agreement.

(v) Neither Buyer nor Seller have any reporting, tax or other obligations, liabilities or requirements which arise from the transactions contemplated by this Agreement, including the purchase, ownership and development of the Property by Buyer as contemplated hereunder; and there are no disclosures, commitments, special tax forms and/or notices of special tax which Seller is required to obtain from Buyer and/or provide to any party, including Buyer, due to or arising from the transactions contemplated by this Agreement.

(c) The truth of the representations and warranties as stated above and elsewhere in this Agreement and the performance by each party of its covenants and obligations hereunder shall be conditions to the other party's obligations under this Agreement. All representations and warranties in this section or made in writing by Seller in connection with the transaction herein provided for shall be true and correct on the date hereof and on the close of escrow and the delivery of the Grant Deed and shall survive the close of escrow to the extent set forth in Section 13 of this Agreement or otherwise expressly provided in this Agreement.

13. "As Is, Where Is".

(a) Except as expressly set forth in this Agreement, Seller hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as to or concerning:

(i) The condition of the Property, including, but not by way of limitation, the water, soil, geology, environmental conditions (including the presence or absence of any hazardous or toxic materials), and the suitability thereof and of the Property for any and all activities and uses which Buyer may elect to conduct thereon;

(ii) The nature and extent of any right-of-way, lien, encumbrance, license, reservation, condition or otherwise; and

(iii) The compliance of the Property with any laws, ordinances or regulations of any government or other public or private body or agency.

(b) THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" BASIS, AND BUYER EXPRESSLY ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, IN CONSIDERATION OF THE AGREEMENTS OF SELLER HEREIN, SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY.

(c) To the extent that Seller has an existing general construction activities storm water permit that is applicable to the Property and that may be transferable to Buyer, Seller shall provide Buyer with such storm water permit and complete all appropriate documentation to effect such transfer; provided, however, that after such transfer, Buyer shall be solely responsible for satisfying (including the continuation of the satisfaction of) all requirements and conditions under the storm water permit as applicable to the Property and comply with any and all applicable

guidelines and regulations as otherwise issued and/or promulgated by the California State Water Resources Control Board as applicable to the Property.

14. Remedies: Rescission & Reimbursement.

(a) In the event of any breach, default or violation of any representation or warranty set forth herein, then on or before the earlier of (i) one (1) year from the date hereof or (ii) the commencement of Buyer's construction on the Property (and Buyer shall notify Seller upon such commencement of construction and Seller shall have an additional fifteen (15) days in which to make any claim hereunder from the date of such notice -- provided, such notice shall not extend the time in which Buyer shall be required to make any such claim in writing), each of Seller and Buyer shall notify the other party, in writing, as to the existence of, and the basis for, any and all claims of a breach, default or violation of any representation or warranty set forth herein.

(b) The failure to make, and/or identify any such claim and the basis therefor on or before such date shall be deemed a waiver and release of the same; and, in such event, the liability and obligation of each party with respect thereto as set forth herein shall terminate and be of no further force or effect with respect to any and all claims, liabilities, costs and expenses, at law or in equity, whether known or unknown, which are not made in writing to the other party.

(c) In the event of any such breach, default or violation, the party making such claim shall have the right to "unwind" the transaction contemplated under this Agreement within the sixty (60)-day period following such notice and claim such that (i) Buyer shall convey the Property to Seller by means of a grant deed in substantial conformance with the Grant Deed (and otherwise subject only to the Permitted Exceptions) in the condition delivered and conveyed by Seller (or otherwise including any work performed by Seller in accordance with this Agreement) and (ii) Seller shall return the Purchase Price and Special Obligation Note, if any, to Buyer concurrently therewith.

(d) In addition to the right to "unwind" the transaction contemplated under this Agreement as set forth in the immediately preceding subsection (c), in the event such remedy is elected, then, in addition, the defaulting party shall be liable (and shall reimburse the other party) for the sum of the following: the out-of-pocket due diligence and inspection costs and inspections paid to third party consultants and other professionals; legal fees for the negotiation and enforcement of this Agreement; and the costs of the planning for the development of the Property as contemplated under this Agreement.

(e) Notwithstanding anything to the contrary contained in this Agreement and including in the absence of any breach or violation under this Agreement by Seller, in the event that, on or before the earlier of (i) sixty (60) days from the date hereof or (ii) the commencement of Buyer's construction on the Property, Buyer shall discover or otherwise determine, in its reasonable discretion, that any environmental, toxic contamination or similar condition of the Property shall preclude or prevent the development of the Property (or otherwise materially increase the costs and expenses thereof in excess of the budgeted or anticipated costs thereof as contemplated prior to the date hereof) as contemplated under this Agreement due to any requirements of the State School Facility Program, then Buyer shall have the one time right, which must be exercised within ninety

(90) days from the date of this Agreement, to “unwind” the transaction contemplated under this Agreement.

(f) In the event that Buyer shall exercise the right provided under the immediately preceding subsection (e), then, upon not less than fifteen (15) days written notice, (i) Buyer shall convey the Property to Seller (by means of a grant deed in substantial conformance with the Grant Deed and otherwise subject only to the Permitted Exceptions) in the condition delivered and conveyed by Seller (or otherwise including any work performed by Seller in accordance with this Agreement) and (ii) Seller shall return the Purchase Price and Promissory Note, if any, to Buyer concurrently therewith.

(g) The sole remedies of Seller and Buyer with respect to this Agreement and the Property (whether under this Agreement, as a matter of law, under equitable principles or otherwise) shall be (i) an action for specific performance to require Seller to sell and convey the Property to Buyer in accordance with this Agreement and/or (ii) an action for specific performance by either Buyer or Seller to “unwind” the transaction contemplated under this Agreement in accordance with this Section 13 together with the reimbursement of the costs and expenses set forth in the immediately preceding subsection (d); and, the parties waive and release any other remedy, right, action or interest in the event of any default or breach under this Agreement, including any right to damages, payments or any other remedy permitted as a matter of law, equity or otherwise.

15. Restriction on Use and Development and Repurchase Option. Buyer acknowledges and agrees that the Property will be subject to use restrictions, repurchase option and other covenants and restrictions specified in the Covenant and Declaration of Restriction attached hereto as **Exhibit F**. The Covenant and Declaration of Restriction shall be a covenant running with the Property for the term specified therein, shall bind Buyer’s successors and assigns and shall be recorded at the Close of Escrow.

16. Notices. Any notices or other communications between the parties hereto shall be in writing and shall be personally delivered or sent by first class mail, postage prepaid, duly registered or certified, return receipt requested, addressed to the parties as follows:

If to Buyer: c/o CAPISTRANO UNIFIED SCHOOL DISTRICT  
33122 Valle Road  
San Juan Capistrano, California 92675  
Attn: \_\_\_\_\_

If to Seller: RMV PA2 Development, LLC  
c/o Rancho Mission Viejo, LLC  
P.O. Box 9  
San Juan Capistrano, California 92693  
Attn: Mr. Greg Edwards

Any party may, by written notice to the Escrow Holder and to the other party, designate a different address which shall be substituted for the one specified above. If any notice is deposited in the United States Mail in Orange County, California, as aforesaid, the same shall be deemed delivered seventy-two (72) hours after the mailing thereof.

17. Attorneys' Fees. In the event any action shall be instituted in connection with this Agreement, the party prevailing in such action shall be entitled to recover from the other party all of its costs and expenses incurred therein, including without limitation reasonable attorneys' fees.

18. Waiver. No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but together they shall constitute one and the same instrument.

20. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County; California, and Buyer shall submit to the jurisdiction of such court.

21. Entire Agreement. This Agreement, together with its exhibits, contains all of the agreements of the parties hereto with respect to the matters contained herein and no prior contemporaneous agreement or understanding, oral or written, pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be modified, waived, amended or added except by writing executed by all parties hereto.

22. Severability. If any paragraph, section, clause, sentence or phrase contained in this Agreement shall become illegal, null or void against public policy or unenforceable for any reason whatsoever, the remainder of the Agreement shall not be affected thereby.

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

“Buyer”

“Seller”

CAPISTRANO UNIFIED SCHOOL  
DISTRICT

RMV PA2 DEVELOPMENT, LLC  
a Delaware limited liability company

By: Rancho Mission Viejo, LLC,  
a Delaware limited liability company,  
as its authorized agent and manager

By: \_\_\_\_\_  
Clark Hampton  
Deputy Superintendent  
Business and Support Services

By: \_\_\_\_\_  
Donald L. Vodra  
Chief Operating Officer

By: \_\_\_\_\_  
Dan Kelly  
Senior Vice President –  
Corporate Communications  
and Marketing

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Bowie, Arneson, Wiles & Giannone  
Legal Counsel to Capistrano Unified  
School District



**EXHIBIT A**

**Property—Legal Description**

***[To Be Provided by Developers]***

## **EXHIBIT B**

### **Grant Deed**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 Valle Road

San Juan Capistrano, California 92675

Attn: \_\_\_\_\_

Deputy Superintendent

Business and Support Services

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(Space Above Line For Recorder's Use Only)

### **GRANT DEED**

For valuable consideration, receipt of which is acknowledged, RMV PA2 Development, LLC, a Delaware limited liability company ("**Grantor**"), grants to CAPISTRANO UNIFIED SCHOOL DISTRICT ("**Grantee**") all that certain real property located in Orange County, California, and described on Exhibit A ("**Property**") attached hereto and by this reference incorporated herein.

1. **EXCEPTIONS AND RESERVATIONS FROM GRANT.** Grantor excepts from the grant of the Property (and reserves the right to assign or otherwise convey, grant, lease or license to any individuals and/or entities) the following:

(a) **Oil and Mineral Rights.** Without any right of surface entry, any and all oil, oil rights, minerals, mineral rights, natural gas rights and other hydrocarbons by whatsoever name known, geothermal steam and all products derived from any of the foregoing that may be within or under the Parcel, together with the perpetual right of drilling, mining, exploring and operating therefore and storing in and removing the same from the Parcel or any other land, including the right to whipstock or directionally drill and mine from lands other than the Parcel, oil or gas wells and borings into, through or across the subsurface of the Parcel and to bottom such whipstocked or directionally drilled wells and borings under and beneath or beyond the exterior limits thereof, and to redrill, equip, maintain, repair, deepen and operate any such wells or mines; but without, however, the right to enter the Parcel or the right to drill, mine, store, explore or operate through the surface or the upper five hundred (500) feet of the subsurface of the Parcel.

(b) **Water Rights.** Any and all riparian, appropriative, overlying or other water and water rights and any and all interests in such water, including surface water, subsurface underflow, and percolating groundwater appurtenant or relating to the Property, such rights and interests having previously been granted by RMV Community Development, LLC, to the Rancho

Mission Viejo Mutual Water Company ("MWC") in the Deed of Water Rights recorded on April 23, 2012, as Instrument No. 2012000230676 of Official Records.

(c) Surface Runoff & Cross Lot Drainage. Mutual, nonexclusive easements in gross on, over and under the turfed sports field portion of the Property and the adjoining property for the purpose of accepting minimal surface runoff (including runoff of reclaimed or other water used for irrigation, and including any requirement of the County of Orange), provided such easement shall not interfere with, or impact Grantee's development and use of the Property.

(d) Construction Easement. Temporary construction and access easements over portions of the Property for the construction, installation (including the right to connect to existing facilities), for the installation of street, sidewalk, landscaping, electric, gas, cable, telephone, communication, technology-related, water, sewer, drainage and other utility facilities, storm drain facilities, and other facilities serving PA2; provided, however, that the construction and access easements shall automatically terminate upon completion of construction of improvements by Grantor on the Property.

(e) Irrigation Easement. Permanent, nonexclusive easements in gross over portions of the Property generally depicted on Exhibit C, in order to permit the construction, installation, use, repair, replacement and maintenance of water sprinkler and irrigation system lines, and associated equipment and facilities including electrical and telecommunication facilities; provided the specific location of such facilities within such easement area shall be subject to the reasonable determination of Grantor upon consultation with Grantee; provided, Grantee shall not construct any improvements within or otherwise improve any area subject to this easement without the prior consent of Grantor, which shall not be unreasonably withheld. This easement shall be subject to any then existing security policies of Grantee and law applicable to Grantee as a public school district.

(f) Signal Transmission. Nonexclusive easements in gross within and through the airspace above and within the Property for the transmission, receipt or distribution of audio, video and any other data signals requisite for the transmission of intelligence by electrical, light wave and/or radio frequencies; provided, neither the transmission, receipt or distribution of audio, video and any other data signals shall unreasonably interfere with Grantee's development or use of the Property.

## 2. COVENANT

(a) Grantee, for itself and on behalf of its successors and assigns, hereby declares, covenants and agrees that, to the fullest extent permitted by law, no Wireless Telecommunication Facilities shall be installed, located, maintained or permitted on or about the Property and/or the improvements constructed thereon, which serve the general public or are otherwise operated on a commercial, for-profit basis (or other similar basis in which Grantee receives economic benefits in exchange for permitting Wireless Telecommunication Facilities to be located on or about the Property and/or the improvements constructed thereon); provided, nothing contained herein shall restrict or preclude Grantee from installing, operating or using Wireless Telecommunication Facilities on or about the Property for Grantee's own, internal use and

enjoyment, or for School District communications to or from the Property. As used herein, **“Wireless Telecommunication Facilities”** shall mean improvements, equipment and facilities (including, but not limited to, tower cell sites, antennas, towers, broadcasting and receiving devices, conduits, junction boxes, wires, cables, fiber optics, and any other necessary or appropriate enclosures and connections) for (i) wireless telecommunications, (ii) wireless transfer of audio, video, data or any other signals used for transmission of intelligence by electrical, light wave, wireless frequencies or radio frequencies, and (iii) any other methods of communication and information transfer facilitated by means other than cables, wires, fiber optics or other such “hard-wired conduits, and (2) power generation serving the improvements, equipment and/or facilities described in subpart (1) of this sentence. The term **“Wireless Telecommunications Facilities”** shall be interpreted as broadly as possible and shall include relocated facilities, expansion of facilities and/or facilities used for any and all new technology that replaces the Wireless Telecommunications Facilities that are used when this Grant Deed is recorded. If there is a doubt as to whether an item fits within the definition of Wireless Telecommunications Facilities, the term is to be interpreted to include that item.

(b) The declaration, covenant and agreement set forth in Section 2(a) above (**“Covenant”**) shall benefit that certain real property owned by Grantor and described on Exhibit B attached hereto (**“Benefited Property”**). In the event that any portion of the Benefited Property is transferred by Grantor to a third party (each portion thereof so transferred is hereinafter referred to as a **“Transferred Parcel”**), the Covenant shall cease to benefit such Transferred Parcel unless Grantor expressly assigns to the transferee of the Transferred Parcel the benefits of all or a portion of the Covenant, either concurrently with conveyance of the Transferred Parcel or at any time thereafter, in either case, by a recorded assignment document executed by Grantor and specifically referencing this Covenant (and general references to appurtenances or rights related to the acquired land will not suffice). Any merger of Grantor with or into another entity or any acquisition of all or a portion of the equity of Grantor by a third party will not be deemed a transfer of the Benefited Property under this Section 2(b).

IN WITNESS WHEREOF, Grantor has executed this Grant Deed on  
\_\_\_\_\_, 2013.

“Grantor”

RMV PA2 DEVELOPMENT, LLC,  
a Delaware limited liability company

By: Rancho Mission Viejo, L.L.C.,  
a Delaware limited liability company,  
its authorized agent and manager

By: \_\_\_\_\_  
Donald L. Vodra  
Chief Operating Officer

By: \_\_\_\_\_  
Dan Kelly, Senior VP -  
Corporate Communications and  
Marketing

MAIL ALL TAX STATEMENT TO:  
CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 Valle Road

San Juan Capistrano, California 92675

Attn: \_\_\_\_\_,

Deputy Superintendent Business and Support Services

ACCEPTANCE:

Grantee hereby accepts this Grant Deed on the terms and conditions herein stated.

“Grantee”

CAPISTRANO UNIFIED SCHOOL DISTRICT

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

\_\_\_\_\_  
Deputy Superintendent  
Business and Support Services

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**EXHIBIT A TO GRANT DEED**

**Legal Description of Property**

***[To Be Provided by Developers When Exists]***



## **EXHIBIT B TO GRANT DEED**

### **Legal Description of Benefited Property**

The real property situated in the County of Orange, State of California and described as:

Parcels 38, 39, 43, 44, 45, 72 through 77, inclusive, 83, 84, 85, 96, 97, 98, 102, 103, 114 through 119, inclusive, 125, 126, 133, 138, 143, 144, and 145 of Certificate of Compliance CC 2001-01, in the Unincorporated Territory of the County of Orange, State of California, recorded July 26, 2001 as Instrument No. 20010508635 of Official Records, in the office of the County Recorder of said County.

Together with, Parcels 1 through 91, inclusive, of Certificate of Compliance CC 2010-01, in said Unincorporated Territory, recorded December 22, 2010 as Instrument No. 2010000690527 of said Official Records.

Together with, Parcels 1 through 128, inclusive, of Certificate of Compliance CC 2011-01, in said Unincorporated Territory, recorded December 27, 2011 as Instrument No. 2011000677171 of said Official Records.

Together with, Parcel 1 of Certificate of Compliance CC 2004-096, in the City of San Clemente, in said County, recorded December 21, 2004 as Instrument No. 2004001130448 of said Official Records.

Together with, Parcel 2 and portions of Parcels 3 and 4 of Certificate of Compliance CC 87-06, in said Unincorporated Territory, recorded August 7, 1987 as Instrument No. 87-449971 of said Official Records.

Together with, Parcel C of Lot Line Adjustment LL 2002-160, in said Unincorporated Territory, recorded July 9, 2003 as Instrument No. 2003000800031 of said Official Records.

Together with, Parcel 2 of Lot Line Adjustment LL 2003-004, in said Unincorporated Territory, recorded March 19, 2003 as Instrument No. 20030294469 of said Official Records.

Together with, Parcels 1, 2 and 3 of Lot Line Adjustment LL 2004-027, in said Unincorporated Territory, recorded September 7, 2004 as Instrument No. 2004000809240 of said Official Records.

Together with, Parcels 2 and 3 of Lot Line Adjustment LL 2004-028, in said Unincorporated Territory, recorded September 7, 2004 as Instrument No. 2004000809243 of said Official Records.

Together with, Parcel 2 of Lot Line Adjustment LL 2004-029, in said Unincorporated Territory, recorded September 7, 2004 as Instrument No. 2004000809246 of said Official Records.

Together with, Parcels 2 and 3 of Lot Line Adjustment LL 2004-030, in said Unincorporated Territory, recorded September 7, 2004 as Instrument No. 2004000809251 of said Official Records.

Together with, Parcel 1 of Lot Line Adjustment LL 2004-039, in said Unincorporated Territory, recorded October 21, 2004 as Instrument No. 2004000951825 of said Official Records.

Together with, Parcels 1, 2 and 3 of Lot Line Adjustment LL 2007-002, in said Unincorporated Territory, recorded June 22, 2007 as Instrument No. 2007000398904 of said Official Records.

Together with, Parcel 2, in said Unincorporated Territory, as shown on the map filed in Book 90, Pages 23 through 27, inclusive, of Parcel Maps, in the office of said County Recorder.

Together with, Parcel 1 of Parcel Map 93-159, in said Unincorporated Territory, as shown on the map filed in Book 280, Pages 49 and 50 of Parcel Maps, in the office of said County Recorder.

Together with, Parcel 1 of Parcel Map 94-153, in said Unincorporated Territory, as shown on the map filed in Book 287, Pages 9 and 10 of Parcel Maps, in the office of said County Recorder.

Together with, Parcel 1 of Parcel Map 95-161, in said Unincorporated Territory, as shown on the map filed in Book 296, Pages 11 and 12 of Parcel Maps, in the office of said County Recorder.

Together with, That land deeded to Last Round Up, Inc., by Grant Deed recorded September 4, 1987 as Instrument No. 87-504837 of said Official Records, in the office of said County Recorder.

Together with, That land deeded to Ortega Rock Land LLC, Inc., by Grant Deed recorded March 7, 2003 as Instrument No. 2003000254085 of said Official Records, in the office of said County Recorder.

Together with, Those portions of Section 24, Township 8 South, Range 7 West, of Rancho Mission Viejo, as shown on the map sectionizing Rancho Mission Viejo, in said Unincorporated Territory, filed in Book 9, Pages 15 through 22, inclusive, of Record of Surveys, in the office of said County Recorder, described as follows:

Bounded Southerly by the Northerly line of Parcel 56 of said Certificate of Compliance CC 2010-01, bounded Easterly by the Southwesterly line of Parcel 55 of said Certificate of Compliance, bounded Northerly by the Southerly line of Parcel 31 of said Certificate of Compliance and bounded Westerly and Northwesterly by the Southeasterly line of Parcel 2 of said Lot Line Adjustment LL 2004-030.

Bounded Easterly by the Westerly lines of Parcels 56 and 57 of said Certificate of Compliance CC 2010-01, and bounded Westerly and Southerly by the general Easterly line of Parcel 5, as shown said Certificate of Compliance No. CC 87-06.

**EXHIBIT C TO GRANT DEED**

**Depiction of Irrigation Easement Reservation**

*[To Be Provided by Developers]*

## **EXHIBIT C**

### **Basic Materials**

(Preliminary Draft – Subject to change)

#### **1. Ranch Wide Documents**

- 1.01 General Plan Amendment 01-01
  - GPA Resolution.pdf
  - GPA Map.pdf
- 1.02 Ranch Plan Planned Community Program Text
  - Final Approved PC Text GuidDoc.pdf
- 1.03 Development Agreement
  - Development Agreement 11-8-04.pdf
  - 101805 SCRIP.pdf
- 1.04 Final Program Environmental Impact Report No. 589
  - 1.04.1 Draft EIR
  - 1.04.2 Technical Appendices
  - 1.04.3 Responses to Comments
  - 1.04.4 Mitigation Monitoring and Reporting Program (MMRP)
  - 1.04.5 2006 PA1 Addendum 1.0
  - 1.04.6 2011 PA1 Addendum 1.1
- 1.05 Regulation Compliance Matrix (Ranch-wide Version)
  - Reg Compl Matrix (Ranchwide).pdf
- 1.06 Settlement Agreements
  - Exhibit A (Settlement Map).pdf
  - Settlement Agreement SummaryPA1.doc
- 1.07 Alternative Development Standards
  - 081208 Updated ADS.pdf
- 1.08 Fire Protection Program
  - 073107 Approved RPFPP.pdf
- 1.09 Local Park Implementation Plan
  - 031407 Approved LPIP.pdf
- 1.10 Affordable Housing Implementation Agreement
  - Afford Housing Impl Agreement.pdf
- 1.11 Open Space Agreement
  - 072506 Approved OS Agreement.pdf
- 1.12 Master Trail and Bikeways Implementation Plan
  - Revised Master Trails Plan.pdf
- 1.13 Solid Waste Management Plan
  - Approved Waste Mgmt Plan.pdf
- 1.14 Impact Mitigation Agreements
  - Sheriff Agreement.pdf
  - Secured Fire Prot Agreements.pdf

## **2. Planning Area 2 Documents**

- 2.1 PA2 Master Area Plan, Subarea Plans 2.1, 2.2, 2.3 and 2.4
  - Approved PA2 MAP / SAP.pdf
- 2.2 Vesting Tentative Tract Map 17561 (2.1) & 17562 (2.2)
  - Master Geometrics & Sidewalk Plan
  - 2.1 Fire Master Plan
- 2.3 Grading Plans
  - 2.1 (GA130004) Preliminary Grading
  - 2.2 (GA130006) Preliminary Grading
  - Geotechnical Studies
    - Review of Preliminary Grading Plans (2.1)
    - Review of Preliminary Grading Plans (2.2)
- 2.4 Improvement Plans (Street, Sewer & Water, Storm Drain)
  - Utility Master Plan
- 2.5 Water Quality Management Plan for PA1 Master Area Plan
  - Final Master Area Wtr Qlty Mgmnt Plan (WQMP) Dec 2006.pdf
  - RMV PA-2 Conceptual WQMP 15-March-2013.pdf
- 2.6 Water Quality Management Plan for Subarea 2.1 & 2.2
  - Interim Grading WQMP
- 2.7 Regulation Compliance Matrix (PA2 Version)
  - Reg Compl Matrix (PA2).pdf
- 2.8 Builder Materials
  - PA2 ESA

## **3. Federal, Regional and State Environmental Entitlement Documents**

- 3.1 NEPA and CEQA Clearances
  - 2006 NCCP EIR Appendices
  - EIR EIS
  - HCP
  - Implementation Agreement
  - Mapbook
  - RefMapBook
- 3.2 State and Federal Permits
  - ACOE 404 Extension.pdf
  - ACOE 404.pdf
  - CDFG SAA.pdf
  - SDRWQCB 401&WDR.pdf
  - Special Purpose Permit Renewal.pdf
  - USFWS ITP.pdf

## **EXHIBIT D**

### **Non-Foreign Status Affidavit**

Section 1445 of the Internal Revenue Code provides that a buyer of a U.S. real property interest must withhold tax if the seller is a foreign person. To inform CAPISTRANO UNIFIED SCHOOL DISTRICT (“**Buyer**”), that withholding of tax is not required upon the disposition of a U.S. real property interest by RMV PA2 DEVELOPMENT, LLC, a Delaware limited liability company (“**Seller**”), the undersigned hereby certifies the following on behalf of Seller.:

1. Seller is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Seller’s U.S. employer identification number is 46-2664063; and
3. Seller’s office address is 28811 Ortega Highway, San Juan Capistrano, California 92675.

The undersigned understands that this certification may be disclosed to the Internal Revenue Service by Buyer and that any false statement the undersigned has made here could be punished by fine, imprisonment, or both.

Under penalty of perjury, the undersigned declares that they have examined this certification and to the best of their knowledge and belief it is true, correct and complete, and the undersigned further declares that they have the authority to sign this document on behalf of Seller.

RMV PA2 DEVELOPMENT, LLC,  
a Delaware limited liability company

By:   Rancho Mission Viejo, L.L.C.,  
a Delaware limited liability company,  
its authorized agent and manager

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

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

**EXHIBIT E**

**Covenant and Declaration of Restrictions**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

RMV PA2 DEVELOPMENT, LLC  
c/o Rancho Mission Viejo, LLC  
28811 Ortega Highway  
San Juan Capistrano, California 92675  
Attn: Donald L. Vodra

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FOR RECORDER'S OFFICE USE ONLY

**COVENANT  
AND DECLARATION OF RESTRICTIONS  
AND  
REPURCHASE OPTION**

THIS COVENANT AND DECLARATION OF RESTRICTIONS AND REPURCHASE OPTION ("**Covenant**") is made and entered into as of \_\_\_\_\_, 20\_\_, by and between RMV PA2 DEVELOPMENT, LLC, a Delaware limited liability company ("**Seller**") and CAPISTRANO UNIFIED SCHOOL DISTRICT ("**Buyer**"), with reference to the following facts:

A. Seller is the seller of that certain real property situated in the County of Orange, State of California and legally described in **Exhibit A** attached hereto and incorporated herein by reference ("**Benefited Property**").

B. Concurrently herewith, Seller is conveying to Buyer fee title to that certain real property situated in the County of Orange, State of California that is contiguous with and/or in the vicinity of the Benefited Property, as described in **Exhibit B** attached hereto and incorporated herein by reference ("**Burdened Property**").

C. The parties desire to record this Covenant to put future owners on notice of the restrictions, conditions, covenants and reservations now or hereafter imposed by the provisions of this Covenant (collectively, "**Restrictions**").

NOW, THEREFORE, Buyer hereby covenants, agrees and declares that the Burdened Property shall be held, conveyed and transferred subject to the following restrictions:

1. **Permitted Use**. Buyer, for itself, and on behalf of its successors and assigns, hereby declares, covenants and agrees that the Burdened Property shall only be used as grades K-12 public school facilities ("**School Facilities**") for the term of this Covenant.

2. Transfer.

(a) Until such time as Buyer has completed construction of the PA 2 School as described in the SFF/Agreement, Buyer shall not voluntarily or by operation of law consummate a transfer to a third party without Seller's express prior consent in writing, which consent may be withheld by Seller in its sole and absolute discretion. Any attempted transfer made in violation of this Agreement shall be null and void. In the event Seller consents to a transfer, Buyer shall reimburse Seller for all costs and expenses incurred by Seller in connection with any such transfer, including, without limitation, all attorneys' fees and other costs incurred in preparing and/or reviewing assignment documentation.

(b) After Buyer has completed construction of the PA 2 School as described in the SFF/Agreement, Buyer may consummate a transfer as part of a lease financing and without Seller's consent, provided that following such transfer the Property remains subject to this Covenant and Declaration of Restrictions.

3. Repurchase Option. Buyer grants to Seller an option to repurchase the Property ("**Repurchase Option**") exercisable in the manner and on the terms and conditions hereafter set forth. Seller may exercise this Repurchase Option during the term of this Covenant upon the occurrence of any of the following: (1) if Buyer proposes a transfer of the Property to a third party; or (2) if Buyer fails to construct and open the PA 2 School as described in the SFF/Agreement by \_\_\_\_\_ 20\_\_\_\_. Upon the occurrence of any of the events specified above in this section, Seller may exercise this Repurchase Option by the delivery to Buyer of a notice ("**Notice of Repurchase**") within thirty (30) days of such occurrence. Seller's delivery of a Notice of Repurchase in accordance with the terms hereof shall create a binding contract for the purchase and sale of the Property. Upon the occurrence of the conditions specified in the subsection hereof entitled "**Transfer**" for the exercise of this Repurchase Option, if Seller fails to exercise this Repurchase Option by delivery of a Notice of Repurchase within the time periods specified above, then Buyer shall have sixty (60) days to consummate the transfer in strict accordance with the terms and conditions of a sale request notice or of which an officer of Seller had actual notice, free from this Repurchase Option. If Buyer does not so consummate such transfer within said sixty (60) days or if Buyer proposes, attempts or actually consummates such transfer on terms and conditions which are changed or modified from those of which Seller so received notice, then such transaction or any further transaction shall be deemed to be a new proposed, attempted or actual transfer and the provisions hereof shall again be applicable. In the event Buyer fails to construct and open the School Facilities prior to \_\_\_\_\_ 20\_\_\_\_, any failure by Seller to exercise this Repurchase Option by delivery of a Notice of Repurchase shall not be deemed or considered a waiver by Seller of the right to exercise this Repurchase Option based on a continuation of the failure to develop, which first gave Seller the right to exercise or based on succeeding failure(s); and such Repurchase Option shall continue in full force and effect in all such cases. If Seller exercises this Repurchase Option, Seller and Buyer shall immediately after delivery of the Notice of Repurchase by Seller open an escrow at Escrow Holder; provided, the parties shall execute such escrow instructions which are not inconsistent with the provisions hereof and which may be required by Escrow Holder in order to close the same. The purchase price paid by Seller therefor shall be equal to the original purchase price paid by Buyer to Seller. The purchase price paid by Seller shall be paid in cash upon the close of escrow; provided, the portion of the purchase price required to discharge any priority lien shall be paid through escrow to the holder or beneficiary of such lien. The Repurchase Option escrow shall close on or before the date which is sixty (60) days after the date of delivery of the Notice of



Repurchase by Seller to Buyer. Upon the close of escrow, Buyer shall convey the Property to Seller by Escrow Holder's standard form grant deed subject only to the following (and all other exceptions shall be removed by Buyer at its sole expense at or prior to such close of escrow): (i) nonmonetary covenants, conditions, restrictions, easements, reservations, rights and rights-of-way of record existing on the date on which this Covenant is recorded; (ii) nonmonetary encumbrances placed against the subject property by Buyer and to which Seller has subordinated its rights under this Repurchase Option; (iii) nondelinquent general, special and supplemental real property taxes and assessments; and (iv) matters shown as printed exceptions in the standard form California Land Title Association owner's policy of title insurance. Buyer shall cause to be delivered to Seller upon the close of escrow, at Buyer's sole cost and expense, a CLTA standard coverage policy of title insurance on the property transferred pursuant to this Repurchase Option issued by Escrow Holder with policy limits equal to the purchase price and insuring title to such property in the condition set forth above and otherwise vested in Seller and specifically insuring against mechanics' and materialmen's liens. All real property taxes and assessments shall be prorated as of the close of escrow.

4. Enforcement.

(a) General. Seller, any "**Successor Seller**" (as that term is defined below), and Rancho Mission Viejo LLC, a Delaware limited liability company and their successors alone shall have the right to enforce by proceedings at law or in equity, any and all of the Restrictions now or hereafter imposed by the provisions of this Covenant or any amendment thereto, including (i) the right to prevent the violation of any such Restrictions, (ii) the right to recover damages or other dues for such violation, and (iii) the right to exercise the Repurchase Option during the period which is thirty (30) years after the recording of this Covenant). Failure by Seller to enforce any Restriction in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any future breach of the same or any other Restriction by Buyer. All rights, options and remedies of Seller under this Covenant are cumulative; and no one of them shall be exclusive of any other; and Seller shall have the right to pursue any one or all of such rights, options and remedies or any other remedy or relief which may be provided by law, whether or not stated in this Covenant.

(b) Successor Seller. Seller may assign any of its rights and powers under this Covenant to any other person or entity who has acquired any portion of the Benefited Property so long as such person or entity in writing agrees to assume the duties of Seller pertaining to the particular rights and powers assigned; and, upon the recordation of such writing accepting such assignment and assuming such duties, such assignee ("**Successor Seller**"), to the extent of such assignment, shall have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Seller herein and Seller shall be released and relieved of such rights and obligations. Without limiting the generality of the foregoing, Seller may make such assignments as to the entire Benefited Property or to any portion thereof. If and to the extent specifically assigned in writing as provided in this subsection, the Successor Seller shall be a third party beneficiary of this Covenant.

5. Captions. The captions used herein are for convenience only and are not a part of this Covenant and do not in any way limit or amplify the terms and provisions hereof.

6. Governing Law and Venue. This Covenant shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or

interpret this Covenant, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County; California, and Buyer shall submit to the jurisdiction of such court.

7. Attorneys' Fees. In the event any action shall be instituted in connection with this Covenant, the party prevailing in such action shall be entitled to recover from the other party all of its costs and expenses incurred therein, including without limitation reasonable attorneys' fees.

8. Severability. In the event that any portion of this Covenant shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Covenant shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.

9. Gender and Number. In this Covenant (unless the context requires otherwise), the masculine, feminine and neuter genders and the singular and the plural include one another.

10. Covenants to Run with the Land; Term

(a) Restrictions. The Burdened Property shall be held, developed, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to the Restrictions. The Restrictions are intended and shall be construed as covenants and conditions running with and binding upon the Burdened Property and equitable servitudes thereupon and every part thereof; and all and each of the Restrictions shall be binding upon and burden all persons having or acquiring any right, title or interest in the Burdened Property (during their ownership of such interest), or any part thereof, and their successors and assigns. Subject to the provisions in the immediately following subsection below, the Restrictions shall inure to the benefit of the Benefited Property, the owners thereof and their successors and assigns; and the Restrictions shall be enforceable by Seller and its successors and assigns, all upon the terms, provisions and conditions set forth herein.

(b) Term. This Covenant shall continue in full force and effect for a term of thirty (30) years from the date the same is recorded in the Office of the County Recorder, at which point this Covenant shall automatically terminate and be of no further force or effect.

(c) Termination. Notwithstanding the foregoing:

(i) Notice of Termination. This Covenant, together with the Restrictions set forth or otherwise incorporated herein, shall, upon recordation in the Orange County Recorder's Office of a notice of termination executed by Seller, automatically terminate and be of no further force or effect as to any portion of the Burdened Property described in such notice of termination, but the Restrictions shall continue to apply as to the remainder of the Burdened Property.

(ii) Reacquired Property. This Covenant, together with the Restrictions set forth or otherwise incorporated herein, shall be of no further force or effect as to any portion of the Burdened Property reacquired by Seller (as to which Seller has not assigned its rights and obligations hereunder to a Successor Seller) whether by grant deed, lot line adjustment or otherwise, but the Restrictions shall continue to apply as to the remainder of the Burdened Property.

(d) Benefited Property. In the event that any portion of the Benefited Property is conveyed by Seller to a third party other than a Successor Seller (each parcel thereof so transferred is hereinafter referred to as a "**Transferred Parcel**"), the Restrictions shall cease to benefit such Transferred Parcel unless Seller expressly assigns to the transferee of the Transferred

Parcel the benefits of all or a portion of the Restrictions, either concurrently with conveyance of the Transferred Parcel or at any time thereafter, in either case, by a recorded assignment document executed by Seller and specifically referencing this Covenant (and general references to appurtenances or rights related to the acquired land will not suffice). Any merger of Seller with or into another entity or any acquisition of all or a portion of the equity of Seller by a third party will not be deemed a transfer of the Benefited Property subject hereto triggering the applicability of this subsection.

11. Notices. Any notice to be given or other document to be delivered by any party to the other or others hereunder, and any payments from Buyer to Seller, may be delivered in person to an officer of any party, or may be delivered by Federal Express, private commercial delivery or courier service for next business day delivery or may be deposited in the United States mail in the County of Orange, State of California, duly certified or registered, return receipt requested, with postage prepaid, and addressed to the party for whom intended at the address specified under each party's signature below. Notice may also be given by facsimile transmission ("Fax") to any party at the respective Fax number given under each party's signature and marked "RUSH - PLEASE DELIVER IMMEDIATELY," provided receipt of such transmission shall be confirmed by follow-up notice within seventy-two (72) hours by another method authorized above. Any party hereto may from time to time, by written notice to the other, designate a different address which shall be substituted for the one above specified. If any notice or other document is sent by mail as aforesaid, the same shall be deemed served or delivered seventy-two (72) hours after the mailing thereof as above provided. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or Fax number listed above.

12. Effect of Covenant. This Covenant is made for the purposes set forth in the Recitals to this Covenant and Seller makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Covenant, or as to the compliance of any of these provisions with public laws, ordinances and regulations applicable thereto.

13. Waiver of Jury Trial. SELLER AND BUYER HAVE EACH ACKNOWLEDGED THAT IT HAS HAD THE ADVICE OF COUNSEL OF ITS CHOICE WITH RESPECT TO RIGHTS TO TRIAL BY JURY UNDER THE CONSTITUTIONS OF THE UNITED STATES AND THE STATE OF CALIFORNIA. BOTH SELLER AND BUYER EXPRESSLY AND KNOWINGLY WAIVE AND RELEASE ALL SUCH RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS COVENANT, BUYER'S USE OR DEVELOPMENT OF THE BURDENED PROPERTY OR ANY ADJOINING PROPERTY AND/OR ANY CLAIM FOR INJURY OR DAMAGE.

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

“Seller”

RMV PA2 DEVELOPMENT, LLC,  
a Delaware limited liability company

By: RANCHO MISSION VIEJO, LLC,  
a Delaware limited liability company,  
its authorized agent and manager

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

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

Address for notices:

RMV PA2 Development, LLC.  
c/o Rancho Mission Viejo, LLC  
28811 Ortega Highway  
San Juan Capistrano, CA 92675  
Attn: Donald L. Vodra  
Fax: (949) 248-0810

“BUYER”

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
Deputy Superintendent  
Business and Support Services

APPROVED AS TO FORM:

Address for notices:

BY: \_\_\_\_\_  
Bowie, Arneson, Wiles & Giannone  
Legal Counsel to Capistrano  
Unified School District

Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675  
Attn: Deputy Superintendent,  
Business and Support Services  
Fax: (949) 493-8729

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

## **EXHIBIT A TO COVENANT**

### **Legal Description of Benefited Property**

The real property situated in the County of Orange, State of California and described as:

Parcels 38, 39, 43, 44, 45, 72 through 77, inclusive, 83, 84, 85, 96, 97, 98, 102, 103, 114 through 119, inclusive, 125, 126, 133, 138, 143, 144, and 145 of Certificate of Compliance CC 2001-01, in the Unincorporated Territory of the County of Orange, State of California, recorded July 26, 2001 as Instrument No. 20010508635 of Official Records, in the office of the County Recorder of said County.

Together with, Parcels 1 through 91, inclusive, of Certificate of Compliance CC 2010-01, in said Unincorporated Territory, recorded December 22, 2010 as Instrument No. 2010000690527 of said Official Records.

Together with, Parcels 1 through 128, inclusive, of Certificate of Compliance CC 2011-01, in said Unincorporated Territory, recorded December 27, 2011 as Instrument No. 2011000677171 of said Official Records.

Together with, Parcel 1 of Certificate of Compliance CC 2004-096, in the City of San Clemente, in said County, recorded December 21, 2004 as Instrument No. 2004001130448 of said Official Records.

Together with, Parcel 2 and portions of Parcels 3 and 4 of Certificate of Compliance CC 87-06, in said Unincorporated Territory, recorded August 7, 1987 as Instrument No. 87-449971 of said Official Records.

Together with, Parcel C of Lot Line Adjustment LL 2002-160, in said Unincorporated Territory, recorded July 9, 2003 as Instrument No. 2003000800031 of said Official Records.

Together with, Parcel 2 of Lot Line Adjustment LL 2003-004, in said Unincorporated Territory, recorded March 19, 2003 as Instrument No. 20030294469 of said Official Records.

Together with, Parcels 1, 2 and 3 of Lot Line Adjustment LL 2004-027, in said Unincorporated Territory, recorded September 7, 2004 as Instrument No. 2004000809240 of said Official Records.

Together with, Parcels 2 and 3 of Lot Line Adjustment LL 2004-028, in said Unincorporated Territory, recorded September 7, 2004 as Instrument No. 2004000809243 of said Official Records.

Together with, Parcel 2 of Lot Line Adjustment LL 2004-029, in said Unincorporated Territory, recorded September 7, 2004 as Instrument No. 2004000809246 of said Official Records.

Together with, Parcels 2 and 3 of Lot Line Adjustment LL 2004-030, in said Unincorporated Territory, recorded September 7, 2004 as Instrument No. 2004000809251 of said Official Records.

Together with, Parcel 1 of Lot Line Adjustment LL 2004-039, in said Unincorporated Territory, recorded October 21, 2004 as Instrument No. 2004000951825 of said Official Records.

Together with, Parcels 1, 2 and 3 of Lot Line Adjustment LL 2007-002, in said Unincorporated Territory, recorded June 22, 2007 as Instrument No. 2007000398904 of said Official Records.

Together with, Parcel 2, in said Unincorporated Territory, as shown on the map filed in Book 90, Pages 23 through 27, inclusive, of Parcel Maps, in the office of said County Recorder.

Together with, Parcel 1 of Parcel Map 93-159, in said Unincorporated Territory, as shown on the map filed in Book 280, Pages 49 and 50 of Parcel Maps, in the office of said County Recorder.

Together with, Parcel 1 of Parcel Map 94-153, in said Unincorporated Territory, as shown on the map filed in Book 287, Pages 9 and 10 of Parcel Maps, in the office of said County Recorder.

Together with, Parcel 1 of Parcel Map 95-161, in said Unincorporated Territory, as shown on the map filed in Book 296, Pages 11 and 12 of Parcel Maps, in the office of said County Recorder.

Together with, That land deeded to Last Round Up, Inc., by Grant Deed recorded September 4, 1987 as Instrument No. 87-504837 of said Official Records, in the office of said County Recorder.

Together with, That land deeded to Ortega Rock Land LLC, Inc., by Grant Deed recorded March 7, 2003 as Instrument No. 2003000254085 of said Official Records, in the office of said County Recorder.

Together with, Those portions of Section 24, Township 8 South, Range 7 West, of Rancho Mission Viejo, as shown on the map sectionizing Rancho Mission Viejo, in said Unincorporated Territory, filed in Book 9, Pages 15 through 22, inclusive, of Record of Surveys, in the office of said County Recorder, described as follows:

Bounded Southerly by the Northerly line of Parcel 56 of said Certificate of Compliance CC 2010-01, bounded Easterly by the Southwesterly line of Parcel 55 of said Certificate of Compliance, bounded Northerly by the Southerly line of Parcel 31 of said Certificate of Compliance and bounded Westerly and Northwesterly by the Southeasterly line of Parcel 2 of said Lot Line Adjustment LL 2004-030.

Bounded Easterly by the Westerly lines of Parcels 56 and 57 of said Certificate of Compliance CC 2010-01, and bounded Westerly and Southerly by the general Easterly line of Parcel 5, as shown said Certificate of Compliance No. CC 87-06.

**EXHIBIT B TO COVENANT**

**Legal Description of Burdened Property**

The real property situated in the County of Orange, State of California and described as:

*[To Be Provided by Developers When Exists]*



## **EXHIBIT F**

### **FORM OF SPECIAL OBLIGATION NOTE**

#### **CAPISTRANO UNIFIED SCHOOL DISTRICT SITE ACQUISITION SPECIAL OBLIGATION NOTE**

U.S. \$ \_\_\_\_\_

Date \_\_\_\_\_

FOR VALUE RECEIVED, the undersigned, Capistrano Unified School District (“**Maker**”) promises to pay to RMV PA2 Development, LLC (“**Payee**”) as a special obligation of Maker, at the address indicated in Section 11 below or such other place for the payment of this Special Obligation Note (“**S/O Note**”) as the Payee may from time to time designate in writing, the principal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), together with Default Interest, if any, thereon limited by, but earned at the rates and payable at the times set forth in Section 5 and in accordance with the terms of this S/O Note and that certain Purchase and Sale Agreement by and among School District, and Payee dated as of \_\_\_\_\_, 20\_\_ (“**P/S Agreement**”) and that certain School Facilities and Funding Agreement and Option to Purchase School Site, dated as of \_\_\_\_\_, 20\_\_ (“**SFF/Agreement**”). Capitalized terms not defined herein shall have the meaning set forth in the P/S Agreement or the SFF/Agreement. Maker promises to pay the principal and interest evidenced hereby as follows:

1. Purpose of S/O Note. This S/O Note is issued in exchange for the purchase from Payee of the PA2 School Site
2. Outstanding Amounts. The principal amount of this S/O Note is \$ \_\_\_\_\_. The unpaid principal, as of any date, is herein referred to as the “**Outstanding Principal Amount.**”
3. Interest Rate. Except as set forth in Section 5 below, the Outstanding Principal Amount of this S/O Note shall not bear interest from the date hereof until paid in full.
4. Payment of S/O Note.
  - (a) Source. Maker shall pay all amounts due hereunder from State Funds as described in the SFF/Agreement, in the event and to the extent it receives Land Grant State Funds for the acquisition of the PA2 School Site by the School District, or CFD Bond Funds, if applicable, for the acquisition of the PA2 School Site, and Local Funds for the PA2 School Site solely from funds on deposit in the Special Fund, School Facilities Account, and Treasury of the County of Orange as applicable to any State Funds for 50% of the Purchase Price of School Site No. 2. The sources of funds described in this Section 4(a) shall be referred to herein as “**Available Funds.**”

Maker shall pay all Available Funds to Payee within thirty (30) days of receipt by Maker until such time as the Outstanding Principal Amount is reduced to zero.

(b) Maturity Date. Notwithstanding anything contained herein to the contrary, the Outstanding Principal Amount of this S/O Note shall be due and payable only from Available Funds without notice or demand on or prior to the date which is thirty (30) years from the date of this S/O Note ("**Maturity Date**"), and if not paid from Available Funds by the Maturity Date shall terminate whether paid in full or not, and in such event, this S/O Note shall terminate without further act of any person or concern.

(c) Scheduled Payments. Principal of and Default Interest, if any, on this S/O Note shall be paid within thirty (30) business days of receipt by Maker of the Available Funds described in Section 4(A), to the extent that Available Funds are available to pay the Outstanding Principal Amount of this S/O Note ("**Payment Date**").

(d) Lawful Money. Interest and principal shall be payable in lawful money of the United States.

#### 5. Default.

(a) An "**Event of Default**," subject to the following provisions hereof, shall occur hereunder (a) upon the failure of the Maker to pay all unpaid amounts due as herein provided to the extent of Available Funds, (b) upon the failure of Maker to pay, from and to the extent of Available Funds, any payment due hereunder within thirty (30) days of receipt by Maker of Available Funds when such payment is due, taking into account all applicable "Cure Periods." Subject to the herein specified Cure Periods, upon occurrence of any Event of Default asserted by Payee, Payee may declare a "**Default Interest**" to be applicable to the Outstanding Principal Amount at the rate of ten percent (10%) to be paid from Available Funds.

(b) Cure Period. No Default Interest shall be applicable unless Payee gives ten (10) calendar days prior written notice and Maker fails to remedy any asserted Default within thirty(30) calendar days after receiving such notice from Payee or disputes such asserted Default and has initiated arbitration thereof pursuant to Section 10 of the SFF/Agreement. During the period of such arbitration, not to exceed sixty (60) calendar days, unless extended by the designated arbitrator, in their discretion, the running of such thirty (30) calendar day period described above shall be tolled.

6. Prepayment. Maker may prepay all or any part of the unpaid Outstanding Principal Amount due hereunder, together with accrued interest, in whole or in part, at any time during the term hereof without premium, penalty or charge from Available Funds.

7. Costs of Collection. Maker promises to pay only from the Available Funds as described in the SFF/Agreement, (a) all costs and expenses of collection, including without limitation reasonable attorneys' fees, in the event this S/O Note or any portion of this S/O Note is placed in the hands of attorneys for collection is effected without suit; (b) reasonable attorneys' fees, as determined by the judge of the court, and all other costs, expenses and fees incurred by Payee in the event suit is instituted to collect this S/O Note or any portion of this S/O Note; and (c) all costs and expenses, including without limitation reasonable attorneys' fees and costs incurred in making

any appearances in any such proceeding or in seeking relief from any stay or injunction issued in or arising out of any such proceeding.

8. Crediting of Payments. All payments made under this S/O Note shall be credited first to Default Interest, if any, and second to the Outstanding Principal Amount.

9. Waiver of Notice, Etc. Maker waives diligence, grace, demand, presentment for payment, exhibition of this S/O Note, protest, notice of protest, notice of dishonor, notice of demand, notice of nonpayment, and any and all exemption rights after the indebtedness evidenced by this S/O Note, to the fullest extent permitted by applicable laws.

10. No Waiver by Payee. Delay or failure by Payee to exercise any power, option or election herein shall not constitute a waiver of the right to subsequently exercise such power or option or any other power, option or election herein given to Payee.

11. Notices. Except as otherwise provided herein, all notices or communications required or permitted hereunder shall be in writing to the respective parties as follows:

If to Payee: RMV PA2 Development, LLC  
28811 Ortega Highway  
San Juan Capistrano, CA 92675  
Attention: Chief Financial Officer

and to:

Paskerian, Block, Martindale & Brinton LLC  
16A Journey, Suite 100  
Aliso Viejo, CA 92656

Attention: Devon W. Block

If to Maker: Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675  
Attention: Deputy Superintendent,  
Business and Support Services

and to:

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

A notice or communication shall be effective on the date of personal delivery if personally delivered before 5:00 p.m., otherwise on the day following personal delivery; or two (2) business days following the date the notice is postmarked, if mailed; or when received, if transmitted by electronic facsimile transmission (with electronic confirmation of receipt) if transmitted before 5:00 p.m. on a normal business day, otherwise on the first business day following transmission; or on the day following delivery to the applicable overnight courier, if sent by overnight courier.

Either party may change the address to which notices are to be given to it by giving notice of such change of address in the manner set forth above for giving notice.

12. Computation of Default Interest. The computation of and Default Interest, if any, hereunder shall be based on a year of three hundred sixty (360) days and a month of thirty (30) days. Notwithstanding any other provision of this S/O Note, if the the Default Rate shall exceed the maximum rate permitted by law, then such Interest Rate or Default Rate, as applicable, shall be reduced to the maximum rate permitted by law.

13. Assignment. This S/O Note may be assigned by Payee to any member of the Payee or affiliate of a member of the Payee provided Payee provides prior written notice to Maker of the name and address of the assignee. This S/O Note may not be assigned by Payee to an unrelated third party except with the prior written consent of the Maker. Subject to the foregoing, this Note may only be assigned in whole to a single assignee and no Payee may participate out interests in this S/O Note. This Note may not be assigned by the Maker without the written consent of the Payee.

14. Miscellaneous. This S/O Note shall be governed by and construed under the laws of the United States and the laws of the State of California. The use of the term “**Maker**” shall be deemed to include the successors and assigns of the undersigned, but only as to Available Funds thereof, as herein defined. Time is of the essence of the performance of each provision hereof. In the event that the final date for payment of any amount hereunder falls on a Saturday, Sunday or state or federal holiday, such payment may be made on the next succeeding business day. All payments due hereunder shall be sent to Payee at the address set forth above or to such other place as Payee or other legal holder of this S/O Note may designate in writing from time to time.

IN WITNESS WHEREOF, Maker has executed this S/O Note on the year and date first hereinabove set forth.

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
Deputy Superintendent  
Business and Support Services

## **SCHEDULE 1**

### **PRE-APPROVED TITLE DOCUMENTS**

1. Rancho Mission Viejo Development Agreement with the County of Orange recorded December 6, 2004 as Instrument No. 2004001082094.
2. Notice of Settlement and Declaration of Restrictions recorded August 17, 2005 as Instrument No. 2005000648330.
3. Secured Fire Protection Agreements with the Orange County Fire Authority recorded April 4, 2007 as Instrument Nos. 2007000218114 and 2007000218115.

## **EXHIBIT G**

### **Wireless Covenant and Declaration of Restrictions**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

RMV PA2 DEVELOPMENT, LLC  
c/o Rancho Mission Viejo, LLC  
28811 Ortega Highway  
San Juan Capistrano, California 92675  
Attn: Donald L. Vodra

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FOR RECORDER'S OFFICE USE ONLY

### **COVENANT AND DECLARATION OF WIRELESS RESTRICTION**

THIS COVENANT AND DECLARATION OF WIRELESS RESTRICTION ("**Covenant**") is made and entered into as of \_\_\_\_\_, 20\_\_, by RMV PA2 DEVELOPMENT, LLC, a Delaware limited liability company ("**Master Developer**"), with reference to the following facts:

- A. Master developer is the owner of that certain real property situated in the County of Orange, State of California and legally described in **Exhibit A** attached hereto and incorporated herein by reference ("**Benefited Property**").
- B. Master developer is also the owner of that certain real property situated in the County of Orange, State of California and legally described in **Exhibit B** attached hereto and incorporated herein by reference ("**Burdened Property**").
- C. Master Developer intends to convey the Benefited Property to THE CAPISTRANO UNIFIED SCHOOL DISTRICT ("**School District**").
- D. Master Developer intends to convey the Burdened Property to merchant builders for the purpose of developing thereon residences for sale to the public.
- E. Master Developer desires to record this Covenant to put future owners on notice of the restrictions, conditions, covenants and reservations now or hereafter imposed on the Burdened Property by the provisions of this Covenant (collectively, "**Restrictions**").

NOW, THEREFORE, Master Developer hereby covenants, agrees and declares that the Burdened Property shall be held, conveyed and transferred subject to the following restrictions:

15. **Covenant**. Master Developer, for itself and on behalf of its successors and assigns, as to any of the Burdened Property hereby declares, covenants and agrees that, to the fullest extent permitted by law, no Wireless Telecommunication Facilities shall be installed, located, maintained or permitted on or about the Burdened Property and/or the improvements constructed

thereon, which serve the general public or are otherwise operated on a commercial, for-profit basis (or other similar basis located thereon and/or the improvements constructed thereon). As used herein, “**Wireless Telecommunication Facilities**” shall mean improvements, equipment and facilities (including, but not limited to, tower cell sites, antennas, towers, broadcasting and receiving devices, conduits, junction boxes, wires, cables, fiber optics, and any other necessary or appropriate enclosures and connections) for (i) wireless telecommunications, (ii) wireless transfer of audio, video, data or any other signals used for transmission of intelligence by electrical, light wave, wireless frequencies or radio frequencies, and (iii) any other methods of communication and information transfer facilitated by means other than cables, wires, fiber optics or other such “hard-wired conduits, and (2) power generation serving the improvements, equipment and/or facilities described in subpart (1) of this sentence. The term “**Wireless Telecommunications Facilities**” shall be interpreted as broadly as possible and shall include relocated facilities, expansion of facilities and/or facilities used for any and all new technology that replaces the Wireless Telecommunications Facilities that are used when this Covenant is recorded. If there is a doubt as to whether an item fits within the definition of Wireless Telecommunications Facilities, the term is to be interpreted to include that item. The Restrictions set forth herein shall benefit the Benefited Property.

16. Enforcement.

(a) General. School District, subject to acquiring the Benefited Property, Master Developer and Rancho Mission Viejo LLC, a Delaware limited liability company and their successors shall have the right to enforce by proceedings at law or in equity, any and all of the Restrictions now or hereafter imposed by the provisions of this Covenant or any amendment thereto, including (i) the right to prevent the violation of any such Restrictions, and (ii) the right to recover damages or other dues for such violation,. Failure by Master Developer or School District to enforce any Restriction in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any future breach of the same or any other Restriction by an owner of the Burdened Property.

(b) Successor Buyer. Master Developer may assign any of its rights and powers under this Covenant to any other person or entity who has acquired any portion of the Benefited Property so long as such person or entity in writing agrees to assume the duties of Master Developer pertaining to the particular rights and powers assigned; and, upon the recordation of such writing accepting such assignment and assuming such duties, such assignee (“**Successor Buyer**”), to the extent of such assignment, shall have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Master Developer herein and Master Developer shall be released and relieved of such rights and obligations. Without limiting the generality of the foregoing, Master Developer may make such assignments as to the entire Benefited Property or to any portion thereof. If and to the extent specifically assigned in writing as provided in this subsection, the Successor Buyer shall be a third party beneficiary of this Covenant.

17. Captions. The captions used herein are for convenience only and are not a part of this Covenant and do not in any way limit or amplify the terms and provisions hereof.

18. Governing Law and Venue. This Covenant shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Covenant, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County; California, and Buyer shall submit to the jurisdiction of such court.

19. Attorneys' Fees. In the event any action shall be instituted in connection with this Covenant, the party prevailing in such action shall be entitled to recover from the other party all of its costs and expenses incurred therein, including without limitation reasonable attorneys' fees.

20. Severability. In the event that any portion of this Covenant shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Covenant shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.

21. Gender and Number. In this Covenant (unless the context requires otherwise), the masculine, feminine and neuter genders and the singular and the plural include one another.

22. Covenants to Run with the Land; Term

(a) Restrictions. The Burdened Property shall be held, developed, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to the Restrictions. The Restrictions are intended and shall be construed as covenants and conditions running with and binding upon the Burdened Property and equitable servitudes thereupon and every part thereof; and all and each of the Restrictions shall be binding upon and burden all persons having or acquiring any right, title or interest in the Burdened Property (during their ownership of such interest), or any part thereof, and their successors and assigns. Subject to the provisions in the immediately following subsection below, the Restrictions shall inure to the benefit of the Benefited Property, the owners thereof and their successors and assigns; and the Restrictions shall be enforceable by Master Developer and its successors and assigns, all upon the terms, provisions and conditions set forth herein.

(b) Term. This Covenant shall continue in full force and effect for so long as the Benefited Property is used as a public school for children, at which point this Covenant shall automatically terminate and be of no further force or effect.

23. Notices. Any notice to be given or other document to be delivered by any party to the other or others hereunder, may be delivered in person to an officer of any party, or may be delivered by Federal Express, private commercial delivery or courier service for next business day delivery or may be deposited in the United States mail in the County of Orange, State of California, duly certified or registered, return receipt requested, with postage prepaid, and addressed to the party for whom intended at the address specified under each party's signature below. Notice may also be given by facsimile transmission ("Fax") to any party at the respective Fax number given under each party's signature and marked "RUSH - PLEASE DELIVER IMMEDIATELY," provided receipt of such transmission shall be confirmed by follow-up notice within seventy-two (72) hours by another method authorized above. Any party hereto may from time to time, by written notice to the other, designate a different address which shall be substituted for the one above specified. If any notice or other document is sent by mail as aforesaid, the same shall be deemed served or delivered seventy-two (72) hours after the mailing thereof as above provided. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or Fax number listed above.

24. Effect of Covenant. This Covenant is made for the purposes set forth in the Recitals to this Covenant and Master Developer makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Covenant, or as to the



compliance of any of these provisions with public laws, ordinances and regulations applicable thereto.

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

“Master Developer”

RMV PA2 DEVELOPMENT, LLC,  
a Delaware limited liability company

By: RANCHO MISSION VIEJO, LLC,  
a Delaware limited liability company,  
its authorized agent and manager

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

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

Address for notices:

RMV PA2 Development, LLC.  
c/o Rancho Mission Viejo, LLC  
28811 Ortega Highway  
San Juan Capistrano, CA 92675  
Attn: Donald L. Vodra  
Fax: (949) 248-0810

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

## **EXHIBIT A TO COVENANT**

### **Legal Description of Benefited Property**

The real property situated in the County of Orange, State of California and described as:

### ***Legal description of the PA2 School Site***

**EXHIBIT B TO COVENANT**

**Legal Description of Burdened Property**

The real property situated in the County of Orange, State of California and described as:

*Legal description of all properties within 600 feet of the PA2 School Site*



**EXHIBIT J**

**FORM OF SPECIAL OBLIGATION NOTE**

## **EXHIBIT J**

### **FORM OF SPECIAL OBLIGATION NOTE**

#### **CAPISTRANO UNIFIED SCHOOL DISTRICT SPECIAL OBLIGATION NOTE (Owner State Funding Advance)**

U.S. \$ \_\_\_\_\_

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

FOR VALUE RECEIVED, the undersigned, Capistrano Unified School District (“**Maker**”) promises to pay to \_\_\_\_\_ (“**Payee**”) as a special obligation of Maker, at the address indicated in Section 11 below or such other place for the payment of this Special Obligation Note (“**S/O Note**”) as the Payee may from time to time designate in writing, the principal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), together with Default Interest, if any, thereon limited by, but earned at the rates and payable at the times set forth in Section 5 and in accordance with the terms of this S/O Note and that certain School Facilities and Funding Agreement and Option to Purchase School Site, dated as of \_\_\_\_\_, 20\_\_\_\_ (“**SFF/Agreement**”). Capitalized terms not defined herein shall have the meaning set forth in the SFF/Agreement. Maker promises to pay the principal and interest evidenced hereby as follows:

1. Purpose of S/O Note. This S/O Note is issued in exchange for Payee’s loan to Maker of funds in anticipation of Maker’s imminent receipt of State, Federal or Local Funds for the construction, furnishing and equipping of the PA 2 School.

2. Outstanding Amounts. The principal amount of this S/O Note is \$ \_\_\_\_\_. The unpaid principal, as of any date, is herein referred to as the “Outstanding Principal Amount.”

3. Interest Rate. Except as set forth in Section 5 below, the Outstanding Principal Amount of this S/O Note shall not bear interest from the date hereof until paid in full.

4. Payment of S/O Note.

(a) Source. Maker shall pay all amounts due hereunder from 50% of all State Funds received by the School District for the PA 2 School, excluding amount received for the PA 2 School Site. The sources of funds described in this Section 4(a) shall be referred to herein as “**Available Funds**.” Maker shall pay all Available Funds to Payee within thirty (30) days of receipt by Maker, or by the County of Orange for the benefit of Maker until such time as the Outstanding Principal Amount is reduced to zero.

(b) Maturity Date. Notwithstanding anything contained herein to the contrary, the Outstanding Principal Amount of this S/O Note shall be due and payable only from Available Funds without notice or demand on or prior to the date which is thirty (30) years from the date of this S/O Note (“**Maturity Date**”), and if not paid from Available Funds by the Maturity Date shall terminate whether paid in full or not, and in such event, this S/O Note shall terminate without further act of any person or concern.



(c) Scheduled Payments. Principal of and Default Interest, if any, on this S/O Note shall be paid within thirty (30) business days of receipt by Maker of the Available Funds described in Section 4(A), to the extent that Available Funds are available to pay the Outstanding Principal Amount of this S/O Note (“**Payment Date**”).

(d) Lawful Money. Interest and principal shall be payable in lawful money of the United States.

5. Default.

(a) An “**Event of Default**,” subject to the following provisions hereof, shall occur hereunder (a) upon the failure of the Maker to pay all unpaid amounts due as herein provided to the extent of Available Funds, (b) upon the failure of Maker to pay, from and to the extent of Available Funds, any payment due hereunder within thirty (30) days of receipt by Maker of Available Funds when such payment is due, taking into account all applicable “**Cure Periods**.” Subject to the herein specified Cure Periods, upon occurrence of any Event of Default asserted by Payee, Payee may declare a “**Default Interest**” to be applicable to the Outstanding Principal Amount at the rate of ten percent (10%) to be paid from Available Funds.

(b) Cure Period. No Default Interest shall be applicable unless Payee gives ten (10) calendar days prior written notice and Maker fails to remedy any asserted Default within thirty (30) calendar days after receiving such notice from Payee or disputes such asserted Default and has initiated arbitration thereof pursuant to Section 10 of the SFF/Agreement. During the period of such arbitration, not to exceed sixty (60) calendar days, unless extended by the designated arbitrator, in their discretion, the running of such thirty (30) calendar day period described above shall be tolled.

6. Payment. Maker may prepay all or any part of the unpaid Outstanding Principal Amount due hereunder, together with accrued interest, in whole or in part, at any time during the term hereof without premium, penalty or charge from available funds.

7. Costs of Collection. Maker promises to pay only from the Available Funds, (a) all costs and expenses of collection, including without limitation reasonable attorneys’ fees, in the event this S/O Note or any portion of this S/O Note is placed in the hands of attorneys for collection is effected without suit; (b) reasonable attorneys’ fees, as determined by the judge of the court, and all other costs, expenses and fees incurred by Payee in the event suit is instituted to collect this S/O Note or any portion of this S/O Note; and (c) all costs and expenses, including without limitation reasonable attorneys’ fees and costs incurred in making any appearances in any such proceeding or in seeking relief from any stay or injunction issued in or arising out of any such proceeding.

8. Crediting of Payments. All payments made under this S/O Note shall be credited first to Default Interest, if any, and second to the Outstanding Principal Amount.

9. Waiver of Notice, Etc. Maker waives diligence, grace, demand, presentment for payment, exhibition of this S/O Note, protest, notice of protest, notice of dishonor, notice of demand, notice of nonpayment, and any and all exemption rights after the indebtedness evidenced by this S/O Note, to the fullest extent permitted by applicable laws.

10. No Waiver by Payee. Delay or failure by Payee to exercise any power, option or election herein shall not constitute a waiver of the right to subsequently exercise such power or option or any other power, option or election herein given to Payee.

11. Notices. Except as otherwise provided herein, all notices or communications required or permitted hereunder shall be in writing to the respective parties as follows:

If to Payee:

\_\_\_\_\_  
28811 Ortega Highway  
San Juan Capistrano, CA 92675  
Attention: Chief Financial Officer

and to:

Paskerian, Block, Martindale & Brinton LLC  
16A Journey, Suite 100  
Aliso Viejo, CA 92656  
Attention: Devon W. Block

If to Maker:

Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675  
Attention: Deputy Superintendent,  
Business and Support Services

and to:

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

A notice or communication shall be effective on the date of personal delivery if personally delivered before 5:00 p.m., otherwise on the day following personal delivery; or two (2) business days following the date the notice is postmarked, if mailed; or when received, if transmitted by electronic facsimile transmission (with electronic confirmation of receipt) if transmitted before 5:00 p.m. on a normal business day, otherwise on the first business day following transmission; or on the day following delivery to the applicable overnight courier, if sent by overnight courier. Either party may change the address to which notices are to be given to it by giving notice of such change of address in the manner set forth above for giving notice.

12. Computation of Default Interest. The computation of and Default Interest, if any, hereunder shall be based on a year of three hundred sixty (360) days and a month of thirty (30) days. Notwithstanding any other provision of this S/O Note, if the Default Rate shall exceed the maximum rate permitted by law, then such Interest Rate or Default Rate, as applicable, shall be reduced to the maximum rate permitted by law.

13. Assignment. This S/O Note may be assigned by Payee to any member of the Payee or affiliate of a member of the Payee provided Payee provides prior written notice to Maker of the name and address of the assignee. This S/O Note may not be assigned by Payee to an unrelated third party except with the prior written consent of the Maker. Subject to the foregoing, this Note may only be assigned in whole to a single assignee and no Payee may participate out interests in this S/O Note. This Note may not be assigned by the Maker without the written consent of the Payee.

14. Miscellaneous. This S/O Note shall be governed by and construed under the laws of the United States and the laws of the State of California. The use of the term “**Maker**” shall be deemed to include the successors and assigns of the undersigned, but only as to Available Funds thereof, as herein defined. Time is of the essence of the performance of each provision hereof. In the event that the final date for payment of any amount hereunder falls on a Saturday, Sunday or state or federal holiday, such payment may be made on the next succeeding business day. All payments due hereunder shall be sent to Payee at the address set forth above or to such other place as Payee or other legal holder of this S/O Note may designate in writing from time to time.

IN WITNESS WHEREOF, Maker has executed this S/O Note on the year and date first hereinabove set forth.

CAPISTRANO UNIFIED SCHOOL  
DISTRICT

By: \_\_\_\_\_  
Deputy Superintendent  
Business and Support Services



**EXHIBIT K**  
**HYPOTHETICAL EXAMPLES**

## **EXHIBIT K**

### **HYPOTHETICAL EXAMPLES**

#### **SFF – Section 6.5**

##### **Paragraph 1: PA 2 School Site Acquisition – Note Amount Example**

(i)	Purchase Price	\$21,000,000
(ii)	State Funding Amount equal to 50% of Purchase Price	\$10,500,000
minus	State Funds Received	<u>\$5,000,000</u>
equals	Special Obligation Note Amount	<u>\$5,500,000</u>

##### **Paragraph 2: PA 2 School Construction – Project Funding Amount Increase (funds not expected for at least five years)**

(i)	Original Project Funding Amount	\$17,929,800
(ii)	Original Assumed State Funding Amount	\$11,500,000
minus	State Funds Then Available	<u>\$5,000,000</u>
equals	State Funds Shortfall	\$6,500,000
(iii)	Project Funding Amount Increase (50% of State Funds Shortfall)	\$3,250,000
plus	Original Project Funding Amount	\$17,929,800
equals	Revised Project Funding Amount	<u>\$21,179,800</u>

**Paragraph 2: PA 2 School Construction – Loan by Developer  
(funds expected within five years)**

(i)	Original Project Funding Amount	\$17,929,800
(ii)	Original Assumed State Funding Amount	\$11,500,000
minus	State Funds Then Available	<u>\$2,000,000</u>
equals	State Funds Shortfall	<u>\$9,500,000</u>
(iii)	Loan by Developer to School District equal to 50% of State Funds Shortfall	\$4,750,000

**SFF – Section 6.10 - Owner Advances**

(i)	Original Project Funding Amount	\$17,929,800
minus	Available Project Funding Sources at time of Funding Threshold	\$9,000,000
equals	Owner PA 2 School Advance	<u>\$8,929,800</u>





**EXHIBIT L**

**FORM OF SPECIAL OBLIGATION NOTE**

## **EXHIBIT L**

### **FORM OF SPECIAL OBLIGATION NOTE**

#### **CAPISTRANO UNIFIED SCHOOL DISTRICT SPECIAL OBLIGATION NOTE (Owner PA 2 School Advance)**

U.S. \$ \_\_\_\_\_

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

IN CONSIDERATION OF OWNER PA 2 SCHOOL ADVANCES, the undersigned, Capistrano Unified School District ("**Maker**") promises, subject to the provisions herein set forth and the SFF/Agreement (defined below) to refund such amounts by paying to \_\_\_\_\_ ("**Payee**") as a special obligation of Maker, at the address indicated in Section 11 below or such other place for the payment of this Special Obligation Note ("**S/O Note**") as the Payee may from time to time designate in writing, the principal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), together with Default Interest, if any, thereon limited by, but earned at the rates and payable at the times set forth in Section 5 and in accordance with the terms of this S/O Note and that certain School Facilities and Funding Agreement and Option to Purchase School Site, dated as of \_\_\_\_\_, 20\_\_ ("**SFF/Agreement**"). Capitalized terms not defined herein shall have the meaning set forth in the SFF/Agreement. Maker promises to pay the principal and interest evidenced hereby as follows:

1. Purpose of S/O Note. This S/O Note is issued to refund to Payee advance of School Payments, excluding High School Payments, to Maker for the construction, furnishing and equipping of the PA 2 School, subject to applicable law, including such provisions relating to issuance of and use of proceeds of tax-exempt bonds.

2. Outstanding Amounts. The principal amount of this S/O Note is \$ \_\_\_\_\_. The unpaid principal, as of any date, is herein referred to as the "Outstanding Principal Amount."

3. Interest Rate. Except as set forth in Section 5 below, the Outstanding Principal Amount of this S/O Note shall not bear interest from the date hereof until paid in full.

4. Payment of S/O Note.

(a) Source. Maker, subject to the foregoing provisions relating to use of proceeds of tax-exempt Bonds, shall pay all amounts due hereunder from CFD Bond Proceeds as described in the SFF/Agreement ("**Available Funds**") received by the School District for or from a CFD as described in the SFF/Agreement. Maker shall pay all Available Funds to Payee within thirty (30) days of receipt by Maker until such time as the Outstanding Principal Amount is reduced to zero.

(b) **Maturity Date.** Notwithstanding anything contained herein to the contrary, the Outstanding Principal Amount of this S/O Note shall be due and payable only from Available Funds without notice or demand on or prior to the date which is thirty (30) years from the date of this S/O Note ("**Maturity Date**"), and if not paid from Available Funds by the Maturity Date shall terminate whether paid in full or not, and in such event, this S/O Note shall terminate without further act of any person or concern.

(c) **Scheduled Payments.** Principal of and Default Interest, if any, on this S/O Note shall be paid within thirty (30) business days of receipt by Maker of the Available Funds described in Section 4(A), to the extent that Available Funds are available to pay the Outstanding Principal Amount of this S/O Note ("**Payment Date**").

(d) **Lawful Money.** Interest and principal shall be payable in lawful money of the United States.

5. **Default.**

(a) An "**Event of Default**," subject to the following provisions hereof, shall occur hereunder (a) upon the failure of the Maker to pay all unpaid amounts due as herein provided to the extent of Available Funds, (b) upon the failure of Maker to pay, from and to the extent of Available Funds, any payment due hereunder within thirty (30) days of receipt by Maker of Available Funds when such payment is due, taking into account all applicable "**Cure Periods**." Subject to the herein specified Cure Periods, upon occurrence of any Event of Default asserted by Payee, Payee may declare a "**Default Interest**" to be applicable to the Outstanding Principal Amount at the rate of ten percent (10%) to be paid from Available Funds.

(b) **Cure Period.** No Default Interest shall be applicable unless Payee gives ten (10) calendar days prior written notice and Maker fails to remedy any asserted Default within thirty (30) calendar days after receiving such notice from Payee or disputes such asserted Default and has initiated arbitration thereof pursuant to Section 10 of the SFF/Agreement. During the period of such arbitration, not to exceed sixty (60) calendar days, unless extended by the designated arbitrator, in their discretion, the running of such thirty (30) calendar day period described above shall be tolled.

6. **Payment.** Maker may prepay all or any part of the unpaid Outstanding Principal Amount due hereunder, together with accrued interest, in whole or in part, at any time during the term hereof without premium, penalty, or charge from any source of funds.

7. **Costs of Collection.** Maker promises to pay only from the Available Funds as described herein, (a) all costs and expenses of collection, including without limitation reasonable attorneys' fees, in the event this S/O Note or any portion of this S/O Note is placed in the hands of attorneys for collection is effected without suit; (b) reasonable attorneys' fees, as determined by the judge of the court, and all other costs, expenses and fees incurred by Payee in the event suit is instituted to collect this S/O Note or any portion of this S/O Note; and (c) all costs and expenses, including without limitation reasonable attorneys' fees and costs incurred in making any appearances in any

such proceeding or in seeking relief from any stay or injunction issued in or arising out of any such proceeding.

8. Crediting of Payments. All payments made under this S/O Note shall be credited first to Default Interest, if any, and second to the Outstanding Principal Amount. The dollar amount of Certificates of Compliance issued by reason of a PA 2 Owner Advance shall be credited, on a dollar for dollar basis, against an outstanding Principal Amount as of the date of issuance of each Certificate of Compliance.

9. Waiver of Notice, Etc. Maker waives diligence, grace, demand, presentment for payment, exhibition of this S/O Note, protest, notice of protest, notice of dishonor, notice of demand, notice of nonpayment, and any and all exemption rights after the indebtedness evidenced by this S/O Note, to the fullest extent permitted by applicable laws.

10. No Waiver by Payee. Delay or failure by Payee to exercise any power, option or election herein shall not constitute a waiver of the right to subsequently exercise such power or option or any other power, option or election herein given to Payee.

11. Notices. Except as otherwise provided herein, all notices or communications required or permitted hereunder shall be in writing to the respective parties as follows:

If to Payee:

\_\_\_\_\_  
28811 Ortega Highway  
San Juan Capistrano, CA 92675  
Attention: Chief Financial Officer

and to:

Paskerian, Block, Martindale & Brinton LLC  
16A Journey, Suite 100  
Aliso Viejo, CA 92656  
Attention: Devon W. Block

If to Maker:

Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675  
Attention: Deputy Superintendent,  
Business and Support Services

and to:

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

A notice or communication shall be effective on the date of personal delivery if personally delivered before 5:00 p.m., otherwise on the day following personal delivery; or two (2) business days following the date the notice is postmarked, if mailed; or when received, if transmitted by electronic facsimile transmission (with electronic confirmation of receipt) if transmitted before 5:00 p.m. on a normal business day, otherwise on the first business day following transmission; or on the day following delivery to the applicable overnight courier, if sent by overnight courier. Either party may change the address to which notices are to be given to it by giving notice of such change of address in the manner set forth above for giving notice.

12. Computation of Default Interest. The computation of and Default Interest, if any, hereunder shall be based on a year of three hundred sixty (360) days and a month of thirty (30) days. Notwithstanding any other provision of this S/O Note, if the Default Rate shall exceed the maximum rate permitted by law, then such Interest Rate or Default Rate, as applicable, shall be reduced to the maximum rate permitted by law.

13. Assignment. This S/O Note may be assigned by Payee to any member of the Payee or affiliate of a member of the Payee provided Payee provides prior written notice to Maker of the name and address of the assignee. This S/O Note may not be assigned by Payee to an unrelated third party except with the prior written consent of the Maker. Subject to the foregoing, this S/O Note may only be assigned in whole to a single assignee and no Payee may participate out interests in this S/O Note. This S/O Note may not be assigned by the Maker without the written consent of the Payee.

14. Miscellaneous. This S/O Note shall be governed by and construed under the laws of the United States and the laws of the State of California. The use of the term “**Maker**” shall be deemed to include the successors and assigns of the undersigned, but only as to Available Funds thereof, as herein defined. Time is of the essence of the performance of each provision hereof. In the event that the final date for payment of any amount hereunder falls on a Saturday, Sunday or state or federal holiday, such payment may be made on the next succeeding business day. All payments due hereunder shall be sent to Payee at the address set forth above or to such other place as Payee or other legal holder of this S/O Note may designate in writing from time to time.

IN WITNESS WHEREOF, Maker has executed this S/O Note on the year and date first hereinabove set forth.

CAPISTRANO UNIFIED SCHOOL  
DISTRICT

By: \_\_\_\_\_  
Deputy Superintendent  
Business and Support Services



**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
**San Juan Capistrano, California**

November 6, 2013

**FACILITIES FUNDING REPORT**

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**BACKGROUND INFORMATION**

The District currently has 19 funds that may be used for capital facilities projects such as repairs, modernization, renovation, or new construction. Each of these funding sources has usage rules, including the school sites that may receive the benefit of these funds.

In June 2009, WLC Architects completed a District Facilities Master Plan to evaluate all District facilities needs and determine the estimated costs associated with addressing all the identified needs. In August 2013, WLC Architects updated the Master Plan to reflect cost estimates based on the current construction market.

**CURRENT CONSIDERATIONS**

The Board will receive an update on available facility funds and information on the updated Master Plan and facility needs.

Attachment 1 – Funding Sources for Facilities: This spreadsheet shows all District facilities funds, the beginning balance, and estimated yearly deposits into the funds.

Attachment 2 - Funding Sources for Facilities: This spreadsheet shows sites eligible in each fund.

Attachment 3 - Facilities Master Plan Budget: The Facilities Master Plan Budget organizes the needs into six major categories. They are as follows:

1. Category 100 – Sitework: This category includes all site related improvements that were found including but not limited to: New AC paving, new concrete, ramps, ballwall replacement, play surface replacement, needed gutters, parking restriping, and cost for demolition of existing to make room for new.
2. Categories 200 – 800: These categories include needed improvements throughout the campus and three main DSA review items: ADA, Fire/Life/Safety, and Structural Safety. Any improvements that fall into this category are listed here:
  - a. Category 200 - Exterior: This category includes improvements needed on the exterior surface of the buildings. For example: ADA hardware, thresholds, doors, frames, signage, wood siding, siding, waterproofing, and paint.
  - b. Category 300 – Interior: This category includes improvements needed on the interior of the buildings. For example: Drywall patching, new finishes, demo of old finishes, ADA hardware, thresholds, doors, frames, signage, fire extinguishers and lockers.
  - c. Category 400 – Roof: This category includes improvements needed on the roof for example: surface patching, curbs, cant strips, gas seismic connections, skylights, rain gutters and downspouts, metal flashing repair, and drainage.

- d. Category 500 – Electrical / Low Voltage: Following are example of items that need improvements: new fully automatic fire alarm to meet current code, fire alarm horn replacement, new power distribution system, new power receptacles, integrated phone/address system, damaged conduit replacement and energy efficient lighting.
  - e. Category 600 – HVAC: Following are example of items that need improvements: replacement of units, ac motors, ac covers, and repair thermostats.
  - f. Category 700 – Plumbing: A sample of the work needed includes: health department sinks, repair of leaks, ADA sinks, and replacement of fixtures.
  - g. Category 800 – Structural: A sample of the work needed includes: repair masonry cracks, and termite damage to beams.
- 3. Category – CDE Standards: as defined by the California Department of Education include Administration, Library, and Multi/Purpose rooms. Cost in this column indicates expansion is needed to meet the state standard.
  - 4. Category - Portables: This category includes cost to replace half of the existing portables on campus with permanent construction, additional classrooms where classrooms were less than 960 sf., and new classrooms if they were displaced by expansion required to meet Minimum Essential Facilities. It is not typical for a school district to completely replace every portable as portable classrooms are meant to provide a cost effective way to address peaks in enrollment.
  - 5. Category - District Deferred Maintenance Program: This category reflects cost for resolving those issues by repair or replacement.
  - 6. Category - 21<sup>st</sup> Century Technology: This category reflects upgrading all facilities to 21<sup>st</sup> century classroom technology standards.

Attachment 4 - Deferred Maintenance Plan: Facilities Needs Assessment: This spreadsheet is a summary of needs at each school site in eleven major deferred maintenance categories.

### **FINANCIAL IMPLICATIONS**

There are no general fund financial implications as a result of this item.

### **STAFF RECOMMENDATION**

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



Funding Sources for Facilities																			
Fund	14	23	25	35	39	40	40	40	87	88	90	89	89	92	94		98	93	TBD
Title	Deferred Maintenance	SFID GO Bond Series C	Developer Fees	SSEF 1A OPSC	SSEF 47 OPSC	RDA SJC	RDA SC	RDA MV	87-1 MV/AV	88-1 RSM	90-1 Coto de Caza	90-2 IA Talega	90-2 Talega	92-1 Las Flores	94-1 RSM II	98-1 Pacifica San Juan	98-2 Ladera	2004-1 Rancho Madrina	2005-1 Whispering Hills
Beginning Fund Balance 13-14	2,376,674	4,903,932	6,172,349	1,120,782	1,030,499	1,614,759	344,589	7,900,200	10,197,218	885,824	2,015,892	1,082,518	5,090,802	6,417,529	1,825,563	1,721,241	1,969,656	31,060	
Facilities Revenue Stream	1,000,000	20,000	900,000	5,000	6,000	460,000	48,000	1,700,000	3,833,000	(62,000)	42,000	300,000	1,073,000	310,000	1,681,000	337,000	1,692,000	276,000	
Assessment End	N/A	2026	N/A	N/A	N/A	pass through ends when RDA debt service ends	pass through ends when RDA debt service ends	pass through ends when RDA debt service ends	2020	2014	Assessment levied when building permit issued.	Bonds Mature 2033, Tax term 2044-2045	Bonds Mature 2032, Tax term 2041-2042	2023	2014	No bonds issued. Tax term ends 2044-2045	Bonds Mature 2033, Tax term ends 2040	Bonds Mature 2034, Tax term ends 2043-2044	First bonds issued Oct. 2013, Tax term ends 2043-2044
Notes:	Ongoing revenue should be increased to reflect proportional gain from LCFF funding stream.	Money currently used for refunding costs and architectural costs	As of 9/11/13 approximately \$1 million of this is from preliminary developer fees collected pending a final mitigation agreement with Rancho Mission Viejo.	Money last used for SCHS in 2004-05 school year. Currently only income is interest and only expenditure is interest payments	Money last used for SJHHS. Currently only income is interest and only expenditure is interest payments	Revenues are all committed to COP debt service	No commitments currently for this revenue	Excess revenues can be either used to pay down the back end of the COP or for Mission Viejo schools	Pay balance of lunch pavilion. Bond matures in 2020. Reflects rebalancing	Final year of levy Reflects rebalancing	No bonds issued	Bond matures in 2033 Reflects rebalancing	Bond matures in 2032 Reflects rebalancing	Bond matures in 2023 Reflects rebalancing	Final year of tax collection. Ends when 88-1 ends. Reflects rebalancing	Reflects rebalancing	Bond matures in 2033 Reflects rebalancing	Bond matures in 2034 Reflects rebalancing	Bond proceeds used for incremental payment for SJHHS site and City Facilities per CFD obligations
Uses/ restrictions:	Tier III flexibility - can be used for any needs of the District	Taxes levied on non-CFD homeowners. Money can be used for repairing schools/ sites/ classrooms, acquiring sites/building school facilities, earthquake retrofitting, asbestos removal, renovating science laboratories, libraries, wiring for technology, qualifying for state matching funds, repairing leaking roofs, plumbing/electrical systems and upgrading school safety/fire security.	Not for Regular and routine maintenance of schools, asbestos mitigation costs, or deferred maintenance costs as described in Education Code Section 17582. The money should be used for construction and modernization at the schools impacted by the developments.		State matching funds that should be used for specific project. Any savings or interest generated can be used for other projects.				Covenant: Special reserve can be used for any other lawful purpose of the District per BAWG	Covenant: Special reserve can be used for any other lawful purpose of the District per BAWG		Covenant: Special reserve can be used for any other lawful purpose of the District per BAWG	Covenant: Special reserve can be used for any other lawful purpose of the District per BAWG	Covenant: Special reserve can be used for any other lawful purpose of the District per BAWG			Covenant: Special reserve can be used for any other lawful purpose of the District per BAWG	Covenant: Special reserve can be used for any other lawful purpose of the District per BAWG	

Funding Sources for Facilities																			
Fund	14	23	25	35	39	40	40	40	87	88	90	89	89	92	94		98	93	TBD
Title	Deferred Maintenance	SFID GO Bond Series C	Developer Fees	SSFF 1A OPSC	SSFF 47 OPSC	RDA SJC	RDA SC	RDA MV	87-1 MV/AV	88-1 RSM	90-1 Goto de Caza	90-2 1A Talega	90-2 Talega	92-1 Las Flores	94-1 RSM II	98-1 Pacifica San Juan	98-2 Ladera	2004-1 Rancho Madrina	2005-1 Whispering Hills
Elementary Schools																			
Ambuehl	X		X	project specific	project specific	X										X		X	X
Arroyo Vista	X		X	project specific	project specific					X						X			
Don Juan Avila	X		X	project specific	project specific				X										
Barcelona Hills	X		X	project specific	project specific			X	X										
Bathgate	X		X	project specific	project specific			X	X										
Benedict	X		X	project specific	project specific		X												
Bergeson	X	X	X	project specific	project specific														
Canyon Vista	X		X	project specific	project specific				X										
Castille	X		X	project specific	project specific			X	X										
Chaparral	X		X	project specific	project specific												X		
Concordia	X		X	project specific	project specific		X												
Crown Valley	X	X	X	project specific	project specific														
R.H. Dana	X	X	X	project specific	project specific														
Del Obispo	X		X	project specific	project specific	X													
Hankey	X		X	project specific	project specific			X											
Hidden Hills	X	X	X	project specific	project specific														
Kinoshita	X		X	project specific	project specific	X													
Ladera Ranch	X		X	project specific	project specific												X		
Laguna Niguel	X	X	X	project specific	project specific														
Las Flores	X		X	project specific	project specific									X					
Las Palmas	X		X	project specific	project specific		X												
Lobo	X		X	project specific	project specific		X												
Malcom	X	X	X	project specific	project specific														
Marblehead	X		X	project specific	project specific		X												
Moulton	X	X	X	project specific	project specific														
Oak Grove	X		X	project specific	project specific				X										
Oso Grande	X		X	project specific	project specific												X		
Palisades	X	X	X	project specific	project specific														
Reilly	X		X	project specific	project specific			X	X										
San Juan	X		X	project specific	project specific	X													
Tijeras Creek	X		X	project specific	project specific					X	X					X			
Viejo	X		X	project specific	project specific			X	X										
Vista del Mar	X		X	project specific	project specific		X					X	X						
Wagon Wheel	X		X	project specific	project specific						X								
George White	X	X	X	project specific	project specific														
Wood Canyon	X		X	project specific	project specific				X										
Middle Schools																			
Aliso Viejo	X		X	project specific	project specific				X										
Arroyo Vista	X		X	project specific	project specific					X						X			
Don Juan Avila	X		X	project specific	project specific				X										
Bernice Ayer	X		X	project specific	project specific		X												
Hankey	X		X	project specific	project specific			X											
Ladera Ranch	X		X	project specific	project specific												X		
Las Flores	X		X	project specific	project specific					X	X			X	X				
Marco Forster	X		X	project specific	project specific	X										X		X	X
Newhart	X		X	project specific	project specific			X	X										
Niguel Hills	X	X	X	project specific	project specific														
Shorecliffs	X		X	project specific	project specific		X												
Vista del Mar	X		X	project specific	project specific		X					X	X						
High Schools																			
Aliso Niguel	X		X	project specific	project specific				X										
Capistrano Valley	X		X	project specific	project specific			X	X										
Dana Hills	X	X	X	project specific	project specific														
San Clemente	X		X	project specific	project specific		X					X	X						
San Juan Hills	X		X	project specific	project specific	X						X	X			X	X	X	X
Tesoro	X		X	project specific	project specific					X	X			X	X		X		





Capistrano Unified School District  
Facilities Master Plan Budget



Facilities Summary Sheet				100%	100%	100%	100%	100%	100%	100%	100%	\$	18,000	50%		1.10	WEC Architects, Inc.	
FACILITY INFORMATION				BUDGET IMPROVEMENTS														
School	Family	Grade Level	Date Occupied	Category 100 Sitework	Category 200 Exterior	Category 300 Interior	Category 400 Roof	Category 500 Electrical	Category 600 HVAC	Category 700 Plumbing	Category 800 Structural	21st Century Technology	CDE Standards	Portables	Category 12 District Deferred Maintenance	Totals		
Ambuehl E.S.	San Juan Hills	(K-5)	1977	\$ 150,139	\$ 125,450	\$ 659,087	\$ 3,593	\$ 1,159,115	\$ -	\$ 52,320	\$ -	\$ 486,000	\$ 3,207,750	\$ 3,274,500	\$ 976,803	\$	10,094,757	
Bathgate E.S.	Capistrano Valley	(K-5)	1994	\$ 101,261	\$ 28,600	\$ 325,808	\$ 333,164	\$ 1,106,783	\$ 113,360	\$ -	\$ -	\$ 594,000	\$ 3,627,375	\$ 3,019,875	\$ 1,584,000	\$	10,834,226	
Benedict E.S.	San Clemente	(K-5)	1988	\$ 194,409	\$ 42,858	\$ 331,602	\$ 2,668	\$ 693,204	\$ 9,320	\$ 9,647	\$ 273	\$ 558,000	\$ 2,585,625	\$ 3,528,750	\$ 1,567,500	\$	9,523,855	
Bergeson E.S.	Aliso Niguel	(K-5)	1988	\$ 240,954	\$ 12,272	\$ 209,011	\$ 69,680	\$ 820,435	\$ 6,104	\$ 6,000	\$ -	\$ 576,000	\$ 4,800,000	\$ 2,208,750	\$ 1,947,000	\$	10,896,206	
Canyon Vista E. S.	Aliso Niguel	(K-5)	2002	\$ 121,826	\$ 46,758	\$ 31,110	\$ 37,180	\$ 422,323	\$ -	\$ 600	\$ -	\$ 576,000	\$ 1,500,000	\$ 3,423,750	\$ 1,512,500	\$	7,672,047	
Castle E.S.	Capistrano Valley	(K-5)	1975	\$ 152,192	\$ 29,328	\$ 238,571	\$ 73,788	\$ 792,143	\$ -	\$ 34,880	\$ 3,270	\$ 702,000	\$ 2,692,500	\$ 7,355,625	\$ 1,265,000	\$	13,339,298	
Chaparral E.S.	Tesoro	(K-5)	2001	\$ 60,487	\$ 104	\$ 42,397	\$ 16,224	\$ 637,013	\$ -	\$ -	\$ -	\$ 684,000	\$ -	\$ 5,957,250	\$ 1,056,000	\$	8,453,476	
Concordia E.S.	San Clemente	(K-5)	1959	\$ 147,012	\$ 62,889	\$ 920,315	\$ 1,352	\$ 744,090	\$ -	\$ 80,000	\$ -	\$ 612,000	\$ 4,200,000	\$ 1,565,625	\$ 1,155,000	\$	9,488,283	
Crown Valley E.S.	Dana Hills	(K-5)	1966	\$ 473,674	\$ 343,876	\$ 1,198,014	\$ 4,191	\$ 729,025	\$ 5,777	\$ 13,625	\$ 5,450	\$ 558,000	\$ 2,532,750	\$ 2,413,125	\$ 1,155,000	\$	9,432,508	
R.H. Dana E.S.	Dana Hills	(K-5)	1969	\$ 96,773	\$ 75,805	\$ 714,087	\$ 18,928	\$ 809,050	\$ -	\$ 95,920	\$ 7,630	\$ 576,000	\$ 2,626,425	\$ 2,400,000	\$ 2,035,000	\$	9,455,618	
Del Obispo E.S.	San Juan Hills	(K-5)	1974	\$ 120,998	\$ 61,750	\$ 745,688	\$ 3,380	\$ 867,835	\$ -	\$ 43,600	\$ -	\$ 486,000	\$ 3,836,250	\$ 861,188	\$ 891,000.00	\$	7,917,688	
Hidden Hills E.S.	Dana Hills	(K-5)	1994	\$ 88,565	\$ 19,500	\$ 90,726	\$ 21,014	\$ 823,900	\$ 69,760	\$ 15,751	\$ -	\$ 450,000	\$ 1,380,000	\$ 900,000	\$ 1,017,500	\$	4,876,716	
Kinshita E.S.	San Juan Hills	(K-5)	2000	\$ 68,570	\$ 10,088	\$ 76,398	\$ 13,187	\$ 849,943	\$ -	\$ -	\$ -	\$ 684,000	\$ -	\$ 5,209,913	\$ 770,000	\$	7,682,099	
Laguna Niguel E.S.	Aliso Niguel	(K-5)	2002	\$ 84,686	\$ -	\$ 19,890	\$ 6,798	\$ 914,997	\$ 22,073	\$ -	\$ -	\$ 558,000	\$ 292,500	\$ 937,500	\$ 132,000	\$	2,968,444	
Las Palmas E.S.	San Clemente	(K-5)	1934	\$ 190,695	\$ 87,711	\$ 283,528	\$ 3,732	\$ 425,731	\$ 5,450	\$ 30,520	\$ -	\$ 828,000	\$ 3,440,625	\$ 5,897,250	\$ 682,000	\$	11,875,242	
Lobo E.S.	San Clemente	(K-5)	1994	\$ 93,266	\$ 12,020	\$ 138,896	\$ 5,845	\$ 717,200	\$ -	\$ -	\$ -	\$ 774,000	\$ 666,000	\$ 3,028,125	\$ 1,061,500	\$	6,496,853	
Malcom E.S.	Dana Hills	(K-5)	1994	\$ 99,731	\$ 44,961	\$ 246,169	\$ 269,551	\$ 764,035	\$ 3,815	\$ 5,396	\$ -	\$ 702,000	\$ 38,250	\$ 2,861,250	\$ 946,000	\$	5,981,157	
Marblehead E.S.	San Clemente	(K-5)	2001	\$ 57,014	\$ 3,744	\$ 112,708	\$ 12,139	\$ 742,656	\$ -	\$ -	\$ -	\$ 468,000	\$ 85,050	\$ 360,000	\$ 792,000	\$	2,633,312	
Moulton E.S.	Dana Hills	(K-5)	1975	\$ 196,047	\$ 79,820	\$ 181,651	\$ 212,264	\$ 786,371	\$ 1,635	\$ 44,908	\$ -	\$ 684,000	\$ 2,209,500	\$ 5,203,125	\$ 511,500	\$	10,110,821	
Oak Grove E.S.	Aliso Niguel	(K-5)	1996	\$ 83,870	\$ 45,146	\$ 189,933	\$ 69,212	\$ 444,620	\$ -	\$ 4,905	\$ 9,862	\$ 900,000	\$ -	\$ 3,680,625	\$ 1,017,500	\$	6,445,673	
Oso Grande E.S.	Tesoro	(K-5)	2004	\$ 79,415	\$ -	\$ 33,096	\$ 2,704	\$ 207,625	\$ 8,175	\$ -	\$ -	\$ 612,000	\$ -	\$ 2,010,938	\$ 19,250	\$	2,973,203	
Paisades E.S.	San Clemente	(K-5)	1964	\$ 139,859	\$ 156,907	\$ 636,213	\$ 9,568	\$ 990,535	\$ -	\$ 128,620	\$ -	\$ 684,000	\$ 4,419,750	\$ 1,417,500	\$ 1,155,000	\$	9,737,952	
Reilly E.S.	Capistrano Valley	(K-5)	1991	\$ 60,543	\$ 55,380	\$ 445,713	\$ 25,220	\$ 880,000	\$ 104,640	\$ 22,291	\$ -	\$ 684,000	\$ 2,925,000	\$ 2,370,000	\$ 1,237,500	\$	8,810,287	
San Juan E.S.	San Juan Hills	(K-5)	1963	\$ 110,766	\$ 70,512	\$ 1,250,893	\$ 148,304	\$ 1,158,015	\$ -	\$ 95,920	\$ -	\$ 792,000	\$ 2,681,250	\$ 5,939,625	\$ 1,512,500	\$	13,759,785	
Tijeras Creek E.S.	Tesoro	(K-5)	2000	\$ 65,705	\$ 9,386	\$ 244,546	\$ 12,844	\$ 763,202	\$ -	\$ 4,905	\$ -	\$ 576,000	\$ 1,912,500	\$ 4,874,813	\$ 566,500	\$	9,030,400	
Viejo E.S.	Capistrano Valley	(K-5)	1971	\$ 575,813	\$ 17,436	\$ 111,032	\$ 9,308	\$ 872,047	\$ 507,395	\$ 45,780	\$ -	\$ 558,000	\$ 2,463,750	\$ 4,944,375	\$ 781,000	\$	10,885,936	
Wagon Wheel E.S.	Tesoro	(K-5)	1997	\$ 146,798	\$ 46,800	\$ 256,618	\$ 27,464	\$ 686,400	\$ 5,450	\$ 382	\$ -	\$ 810,000	\$ 387,000	\$ 4,856,250	\$ 1,138,500	\$	8,361,662	
George White E.S.	Dana Hills	(K-5)	1990	\$ 167,809	\$ 5,720	\$ 353,226	\$ 268,580	\$ 982,617	\$ 515,025	\$ 117,720	\$ 17,372	\$ 774,000	\$ 2,421,375	\$ 3,937,500	\$ 1,006,500	\$	10,567,444	
Wood Canyon E.S.	Aliso Niguel	(K-5)	1994	\$ 179,750	\$ 27,035	\$ 232,616	\$ 364,645	\$ 779,046	\$ 491	\$ 4,360	\$ -	\$ 684,000	\$ -	\$ 3,828,750	\$ 1,083,500	\$	7,184,192	
Arroyo Vista K8-S	Tesoro	(K-8)	1992/2005	\$ 125,358	\$ 15,600	\$ 160,921	\$ 40,560	\$ 1,437,101	\$ -	\$ -	\$ -	\$ 990,000	\$ 2,962,500	\$ -	\$ 1,556,500	\$	7,288,539	
Carl Hankey K8-S	Capistrano Valley	(K-8)	1977	\$ 578,274	\$ 62,192	\$ 279,472	\$ 2,938	\$ 757,000	\$ -	\$ 52,320	\$ 654	\$ 522,000	\$ 7,494,750	\$ 8,966,250	\$ 1,034,000	\$	19,749,850	
Don Juan Avila K8-S	Aliso Niguel	(K-8)	2000	\$ 19,890	\$ 11,700	\$ 222,258	\$ 18,200	\$ 1,468,719	\$ 9,483	\$ 40,875	\$ -	\$ 1,368,000	\$ 5,805,000	\$ 3,090,000	\$ 1,664,300	\$	13,718,425	
Ladera Ranch K8-S	Tesoro	(K-8)	2003	\$ 79,433	\$ 520	\$ 106,693	\$ 1,352	\$ 1,181,718	\$ 15,642	\$ -	\$ -	\$ 1,386,000	\$ 5,943,750	\$ 4,408,125	\$ 2,046,000	\$	15,169,232	
Las Flores K8-S	Tesoro	(K-8)	1997	\$ 74,651	\$ 54,709	\$ 526,352	\$ 36,754	\$ 1,802,318	\$ -	\$ -	\$ -	\$ 1,134,000	\$ 4,053,375	\$ 3,997,500	\$ 2,277,000	\$	13,956,660	
Vista Del Mar K8-S	San Clemente	(K-8)	2003	\$ 133,830	\$ 210,600	\$ 96,609	\$ 5,954	\$ 1,232,112	\$ 1,853	\$ -	\$ 1,308	\$ 738,000	\$ 3,937,500	\$ 3,903,750	\$ 203,500	\$	10,465,016	
Aliso Viejo M.S.	Aliso Niguel	(6-8)	1993	\$ 154,785	\$ 10,774	\$ 495,604	\$ 63,908	\$ 1,048,881	\$ 15,805	\$ 13,080	\$ 1,199	\$ 810,000	\$ 4,241,250	\$ 2,525,625	\$ 1,239,128	\$	10,620,039	
Bernice Ayer M.S.	San Clemente	(6-8)	1998	\$ 60,570	\$ 26,801	\$ 329,290	\$ 10,644	\$ 688,504	\$ 709	\$ -	\$ -	\$ 666,000	\$ 4,425,000	\$ 8,540,625	\$ 1,452,000	\$	16,200,142	
Marco Forster M.S.	San Juan Hills	(6-8)	1968	\$ 56,228	\$ 82,170	\$ 245,097	\$ 6,505	\$ 1,551,681	\$ -	\$ 30,520	\$ -	\$ 1,350,000	\$ 8,709,000	\$ 9,600,000	\$ 1,028,500	\$	22,659,702	
Newhart M.S.	Capistrano Valley	(6-8)	1980	\$ 75,531	\$ 121,201	\$ 398,198	\$ 15,860	\$ 1,773,535	\$ 366,240	\$ -	\$ -	\$ 1,440,000	\$ 4,444,500	\$ 3,900,000	\$ 2,200,000	\$	14,735,064	
Niguel Hills M.S.	Dana Hills	(6-8)	1976	\$ 58,931	\$ 86,320	\$ 1,620,151	\$ 3,515	\$ 1,544,366	\$ 20,710	\$ 8,720	\$ 1,635	\$ 1,152,000	\$ 7,875,750	\$ 3,958,125	\$ 1,435,500	\$	17,765,722	
Shorecliffs M.S.	San Clemente	(6-8)	1977	\$ 111,583	\$ 135,694	\$ 1,482,123	\$ 909,765	\$ 917,400	\$ -	\$ 91,560	\$ -	\$ 936,000	\$ 3,937,500	\$ 5,745,938	\$ 1,287,000	\$	15,554,562	
Aliso Niguel H.S.	Aliso Niguel	(9-12)	1993	\$ 58,931	\$ 86,320	\$ 1,620,151	\$ 3,515	\$ 1,544,366	\$ 20,710	\$ 8,720	\$ 1,635	\$ 2,268,000	\$ 12,193,500	\$ 13,050,000	\$ 3,619,000	\$	34,474,847	
Capistrano Valley H.S.	Capistrano Valley	(9-12)	1977	\$ 187,298	\$ 68,900	\$ 1,639,141	\$ 104	\$ 3,361,574	\$ 382	\$ 33,790	\$ 61,585	\$ 2,214,000	\$ 3,018,750	\$ 6,206,250	\$ 1,501,500	\$	18,293,272	
Dana Hills H.S.	Dana Hills	(9-12)	1973	\$ 2,612,504	\$ 209,196	\$ 2,391,155	\$ 1,794	\$ 3,276,075	\$ 21,800	\$ 26,705	\$ -	\$ 2,016,000	\$ 25,987,500	\$ 14,718,750	\$ 2,970,000	\$	54,231,479	
San Clemente H.S.	San Clemente	(9-12)	1965	\$ 4,229,902	\$ 257,920	\$ 4,937,780	\$ 2,923,565	\$ 3,817,134	\$ 1,308	\$ 189,660	\$ 59,950	\$ 2,178,000	\$ 24,650,475	\$ 15,175,313	\$ 2,497,000	\$	60,918,007	
San Juan Hills H.S.	San Juan Hills	(9-12)	2007	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,332,000	\$ -	\$ -	\$ 66,000	\$	1,398,000	
Tesoro H.S.	Tesoro	(9-12)	2001	\$ 59,288	\$ 29,068	\$ 719,395	\$ 38,844	\$ 3,566,200	\$ 7,085	\$ 11,445	\$ 2,180	\$ 1,854,000	\$ 15,948,750	\$ 7,595,625	\$ 253,000	\$	30,084,879	
Junipero Serra H.S.	Capistrano Valley	(9-12)	1929	\$ 30,696	\$ 84,500	\$ 210,426	\$ -	\$ 356,481	\$ -	\$ 7,630	\$ -	\$ 324,000	\$ 3,278,625	\$ 2,047,500	\$ 1,490,500	\$	7,830,358	
				\$ 13,056,305	\$ 3,076,043	\$ 27,800,359	\$ 6,130,305	\$ 53,895,120	\$ 1,860,194	\$ 1,373,072	\$ 174,003	\$ 43,308,000	\$ 205,838,700	\$ 215,695,350	\$ 60,395,481	\$	632,602,931	

Total Hard Construction Cost:	\$ 632,602,931
Soft Cost @ 20%	\$ 126,520,586
Estimate Contingency @ 10%	\$ 63,260,293
Total Identified Need:	\$ 822,383,811

- Deferred Maintenance Plan -  
Facilities Needs Assessment - 09/13/2013

Site	Paint	Fire Alarm	Phone System	Floor Covering	HVAC	Roofing	Plumbing	Paving	Electrical Systems	Intercom Systems	Fencing
<b>Elementary - K8</b>											
Ambuehl	✓	✓	✓	✓	✓			✓		✓	
Arroyo Vista	✓	✓		✓		✓					
Bathgate	✓	✓	✓	✓	✓	✓					
Benedict	✓	✓	✓	✓	✓	✓		✓		✓	
Bergeson	✓	✓	✓	✓	✓	✓		✓		✓	
Canyon Vista	✓	✓									
Castille	✓	✓			✓			✓			
Chaparral	✓	✓				✓					
Concordia	✓	✓	✓							✓	
Crown Valley	✓		✓	✓				✓		✓	
Del Obispo	✓	✓		✓		✓		✓			
Don Juan Avila	✓	✓	✓	✓				✓			
George White	✓	✓	✓	✓	✓	✓		✓		✓	
Carl Hankey	✓			✓				✓			
Hidden Hills	✓	✓	✓	✓		✓				✓	
Kinoshita	✓	✓	✓								
Ladera Ranch	✓	✓						✓			✓
Laguna Niguel	✓	✓									
Las Flores	✓	✓	✓	✓	✓	✓		✓		✓	✓
Las Palmas	✓	✓	✓	✓	✓	✓		✓			✓
Lobo	✓	✓	✓	✓	✓	✓		✓		✓	
Malcolm	✓	✓	✓	✓	✓	✓		✓		✓	
Marblehead	✓	✓		✓							
Moulton	✓	✓		✓		✓		✓			

- Deferred Maintenance Plan -  
Facilities Needs Assessment - 09/13/2013

Site	Paint	Fire Alarm	Phone System	Floor Covering	HVAC	Roofing	Plumbing	Paving	Electrical Systems	Intercom Systems	Fencing
Oak Grove	✓	✓	✓	✓		✓		✓			
Oso Grande	✓	✓									
Palisades	✓	✓	✓	✓				✓		✓	
Philip Reilly	✓	✓	✓	✓		✓		✓		✓	
R.H. Dana	✓	✓	✓	✓				✓		✓	✓
R.H. Dana ENF	✓	✓								✓	
San Juan	✓	✓	✓	✓							✓
Tijeras Creek	✓	✓		✓	✓	✓		✓			
Viejo	✓	✓	✓	✓	✓	✓		✓			
Vista del Mar	✓	✓									
Wagon Wheel		✓	✓								
Wood Canyon	✓	✓	✓	✓	✓	✓					
<b>Middle School</b>											
Aliso Viejo	✓	✓	✓	✓	✓	✓		✓		✓	
Bernice Ayer	✓	✓	✓	✓	✓	✓		✓			
Marco Forster	✓	✓		✓	✓	✓		✓			
Newhart	✓	✓	✓	✓	✓		✓	✓			
Niguel Hills	✓	✓		✓		✓		✓			
Shorecliffs	✓	✓	✓	✓		✓		✓			
<b>High School</b>											
Aliso Niguel	✓	✓	✓	✓	✓			✓		✓	
Capistrano Valley	✓		✓		✓	✓		✓			
Dana Hills	✓		✓			✓		✓			✓
San Clemente	✓		✓			✓		✓			
San Juan Hills	✓							✓			
Tesoro	✓	✓		✓				✓			

- Deferred Maintenance Plan -  
Facilities Needs Assessment - 09/13/2013

Site	Paint	Fire Alarm	Phone System	Floor Covering	HVAC	Roofing	Plumbing	Paving	Electrical Systems	Intercom Systems	Fencing
<b>Alternative</b>											
Adult Transition											
Junipero Serra	✓	✓	✓	✓			✓	✓			
Wood Canyon											
Foxborough	✓	✓	✓	✓		✓					
Barcelona	✓		✓	✓			✓	✓			
<b>Total Elementary-K8</b>	<b>35</b>	<b>34</b>	<b>22</b>	<b>25</b>	<b>13</b>	<b>18</b>	<b>0</b>	<b>21</b>	<b>0</b>	<b>14</b>	<b>5</b>
<b>Total Middle School</b>	<b>6</b>	<b>6</b>	<b>4</b>	<b>6</b>	<b>4</b>	<b>5</b>	<b>1</b>	<b>6</b>	<b>0</b>	<b>1</b>	<b>0</b>
<b>Total High School</b>	<b>6</b>	<b>2</b>	<b>4</b>	<b>2</b>	<b>2</b>	<b>3</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>1</b>	<b>1</b>
<b>Total Alternative</b>	<b>3</b>	<b>2</b>	<b>3</b>	<b>3</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>OVERALL TOTAL</b>	<b>50</b>	<b>44</b>	<b>33</b>	<b>36</b>	<b>19</b>	<b>27</b>	<b>3</b>	<b>35</b>	<b>0</b>	<b>16</b>	<b>6</b>

**"Empowering  
Students for  
Success"**



# Facilities Funding Report

Facilities Funds and District Facility Master Plan Update

November 6, 2013

# Facilities Funds

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- ▶ Nineteen individual funds in six major categories
  1. Deferred Maintenance
  2. Developer Fees
  3. Redevelopment Agency Pass-through Funds
  4. State Facilities Funds
  5. School Facility Improvement District (SFID) Funds
  6. Community Facility District (CFD) Funds



# Deferred Maintenance

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- ▶ Used for funding deferred maintenance projects such as roofs, driveways, sidewalks, playgrounds, etc.
- ▶ Under the old funding formula, the State provided funds and required the District to equally match and place in a separate fund
  - ▶ During economic downturn, the State allowed districts to use funds for unrestricted purposes
- ▶ Under the new Local Control Funding Formula, the State portion is within the “Base Grant” and the District may use the funds for any purpose
  - ▶ Deferred maintenance is funded by the District at levels deemed appropriate

# Developer Fees

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- ▶ Fees paid by developers to mitigate new construction
  - ▶ \$3.20 per square foot for residential property
  - ▶ \$0.51 for commercial or age-restricted property
  - ▶ \$0.41 for storage facilities
- ▶ Fees must be paid prior to issuing a building permit
- ▶ State Board of Equalization authorizes new rates every two years



# Redevelopment Agency Pass Through

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- ▶ In 2010, a new State law eliminated Redevelopment Agencies (RDA)
- ▶ Successor agencies are in charge of liquidating RDAs
- ▶ During the liquidation process, school districts continue to receive pass-through funds until the RDA's debt obligations are satisfied

# State Facilities Funds

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- ▶ The State provides matching funds for modernization and new construction projects
- ▶ Districts must provide matching funds
- ▶ The only source of matching funds the District has are CFD or RDA funds
- ▶ The State is contemplating a 2014 bond measure for school facilities
- ▶ Potential state-matching funds should be considered when allocating existing facilities funds



# School Facility Improvement District (SFID) Funds

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- ▶ This is a region-specific General Obligation (GO) voter approved bond
- ▶ CUSD's SFID passed with 73.2 percent of the vote on November 2, 1999
  - ▶ Beginning in March 2000, the District issued three series of bonds for \$65 million
- ▶ Includes all territory in the District excluding Mello-Roos areas formed before 1999



# Community Facility District (CFD) Funds

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- ▶ The Community Facilities Act (more commonly known as Mello-Roos) was a law enacted by the California State Legislature in 1982
  - ▶ The name Mello-Roos comes from its co-authors, Senator Henry J. Mello (D-Watsonville) and Assemblyman Mike Roos (D-Los Angeles)
- ▶ CFDs are homeowner tax assessments in new developments used to fund neighborhood infrastructure and new schools



# Funding Sources Limited Uses

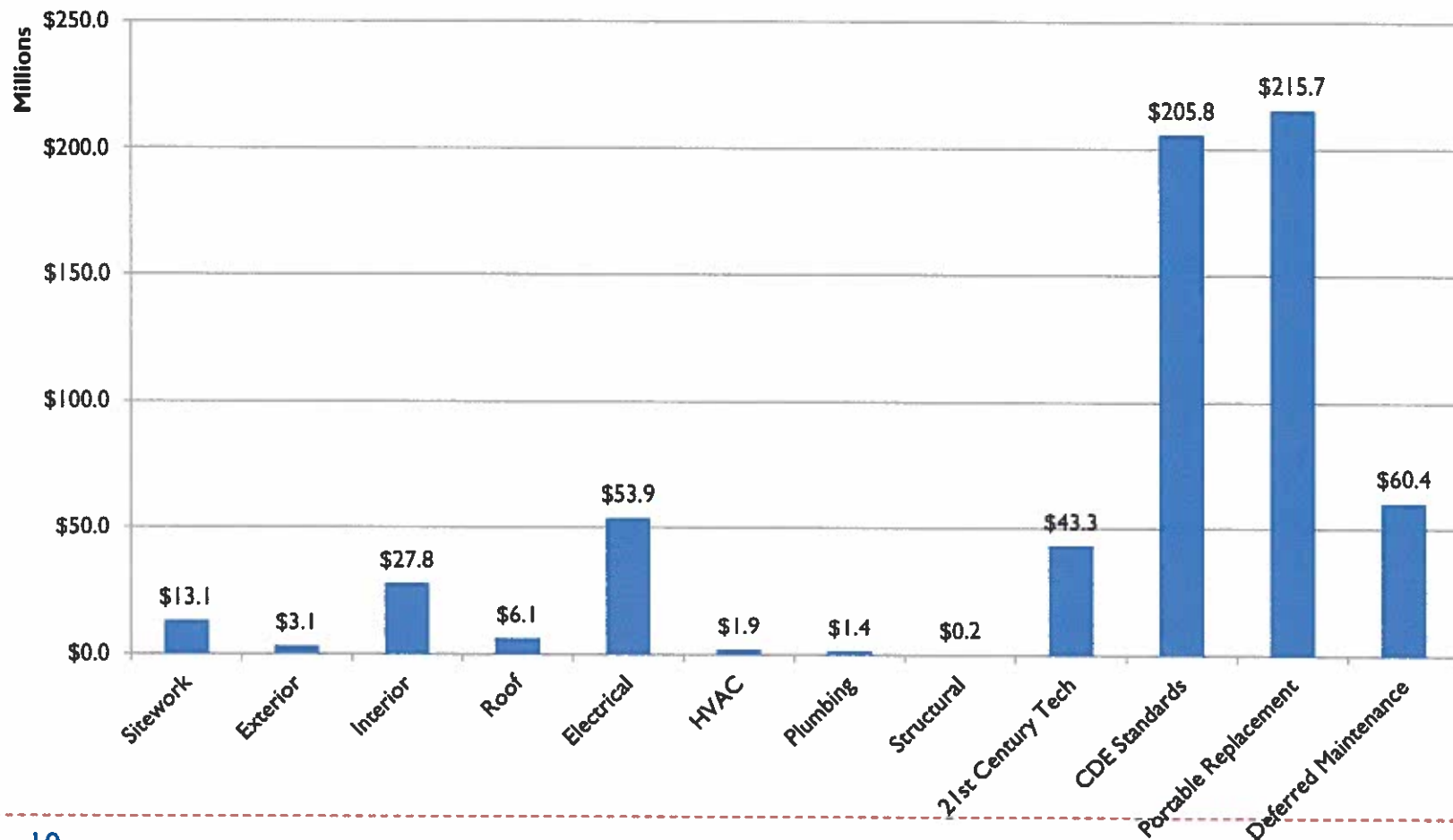
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- ▶ The District has about \$57 million in facilities funds as of the beginning of this fiscal year with several funds generating a total of approximately \$13.6 million each year with various ending points
  - ▶ Some funds are spoken for and not available for projects either because they are supporting debt service payments ending next year, or being considered for ending early
- ▶ Without spoken-for funds, the total available is \$44.9 million with various funds generating a total of approximately \$7.6 million in yearly facility funds
- ▶ CFD funds can only be used at certain schools
- ▶ Some funds can only be used for certain purposes
  - ▶ Deferred maintenance versus new construction



# Facilities Master Plan

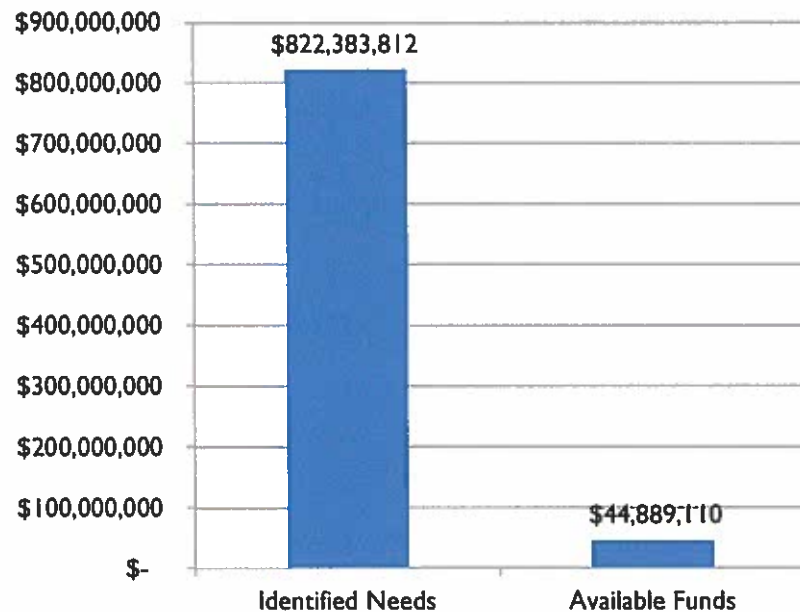
- ▶ Developed in 2009, Updated in 2013
- ▶ Needs shown in 12 categories



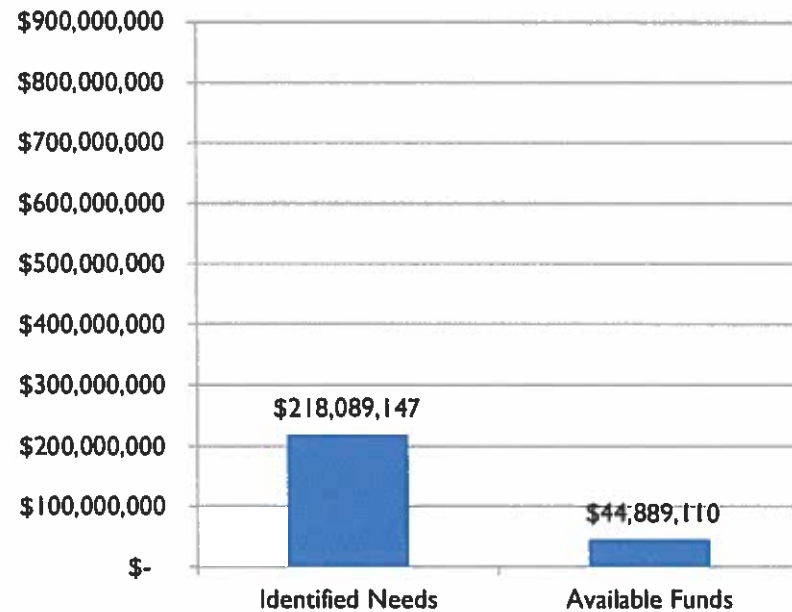


# Needs versus Available Funds

All Identified Needs



Less 21<sup>st</sup> Tech, CDE Standards & Portables



For perspective, the total available funds is about \$801,000 per site. The HVAC repairs needed at Dana Hills High School are approximately \$2.3 million.

# Identified Deferred Maintenance Needs

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- ▶ As part of this report, the District's Maintenance and Operations Department performed a comprehensive assessment of deferred maintenance needs at all sites.
- ▶ The assessment reviewed needs in the following categories:
  - ▶ Paint
  - ▶ Fire Alarm
  - ▶ Phone System
  - ▶ Floor Covering
  - ▶ Heating, Ventilation and Air Conditioning (HVAC)
  - ▶ Roofing
  - ▶ Plumbing
  - ▶ Paving
  - ▶ Electrical Systems
  - ▶ Intercom Systems
  - ▶ Fencing
- ▶ As the report indicates, there are significant deferred maintenance needs.



[illegible]

25.1 (10 107 818) (0 000 000)

	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100
1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	

# Other Considerations

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- ▶ **Certificates of Participation**
  - ▶ Converts long-term revenue stream into upfront facilities funds
- ▶ **New SFID**
  - ▶ Option for facility funding in specific areas
- ▶ **State Matching Funds**
  - ▶ Potential in 2014 for state school facilities bond measure
  - ▶ District would want to be sure to have funds on hand and projects ready to go to take advantage of state matching funds





# **The Local Control Funding Formula and Accountability Plan**



November 2013

# What is the Local Control Funding Formula (LCFF)?

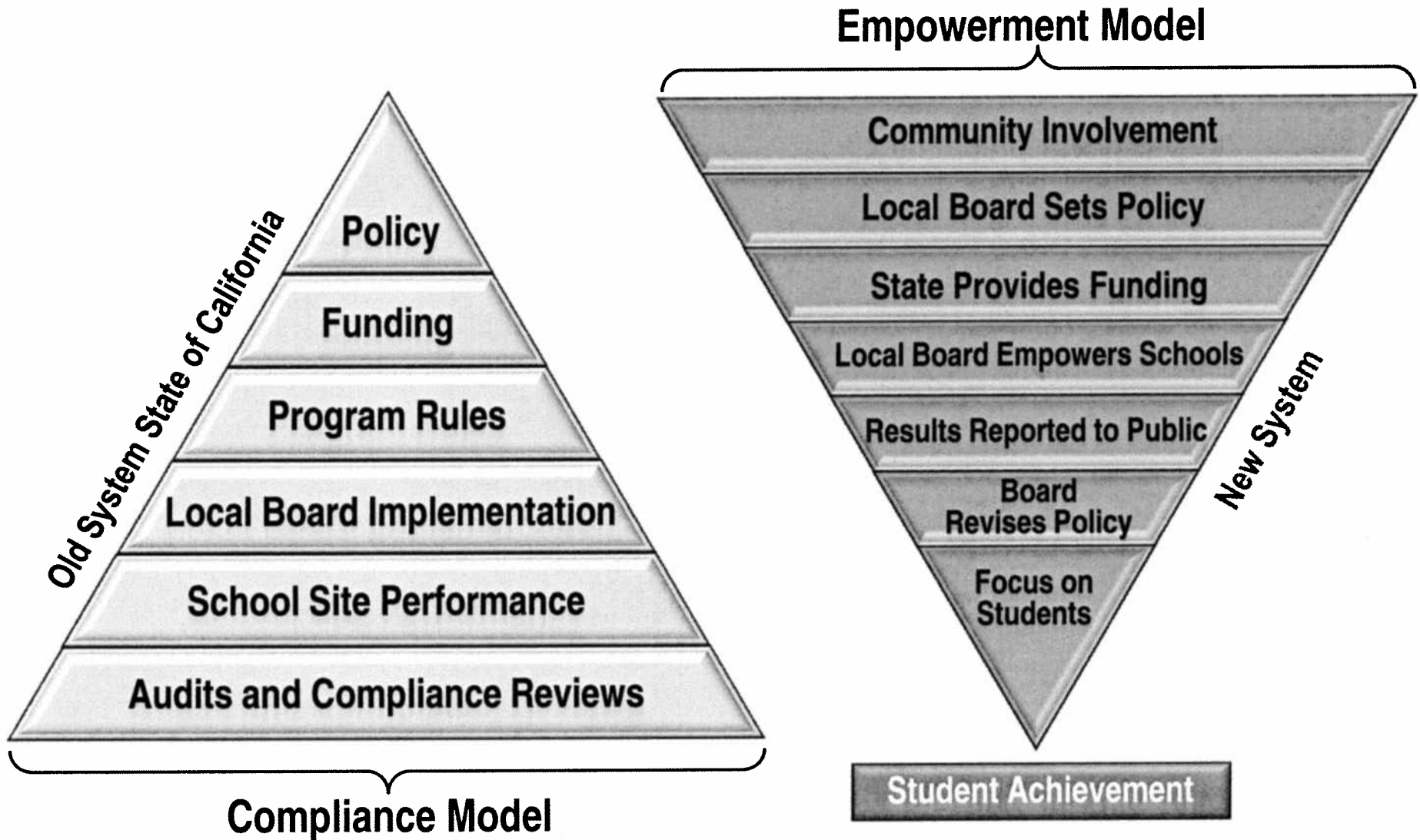
- LCFF is California's new formula for determining state funding
- Provides local flexibility to meet student needs, increases funding transparency
- Eight-year process for implementation, beginning in 2013-14
- On or before July 1, 2014, the Board is required to adopt a Local Control Accountability Plan and the Budget.

# The Four Key Changes to State Funding

- Simplified formula, which is the same for all districts
  - Base amount per student that is adjusted based on grade level and...
  - Provides more funding based on the number and concentration of poverty, English Learners, and foster youth
- Student performance focused with an expectation of improved outcomes for students
- Student need drives funding use



# To Act Differently We Must Think Differently




# The Local Control Accountability Plan (LCAP)

- The plan must include annual goals for all pupils and each subgroup in eight areas
- The plan must include actions to achieve the goals, including correcting deficiencies
- The draft plan is presented to Stakeholder Advisory Committees for review and comment with written responses
- The school district posts the proposed plan

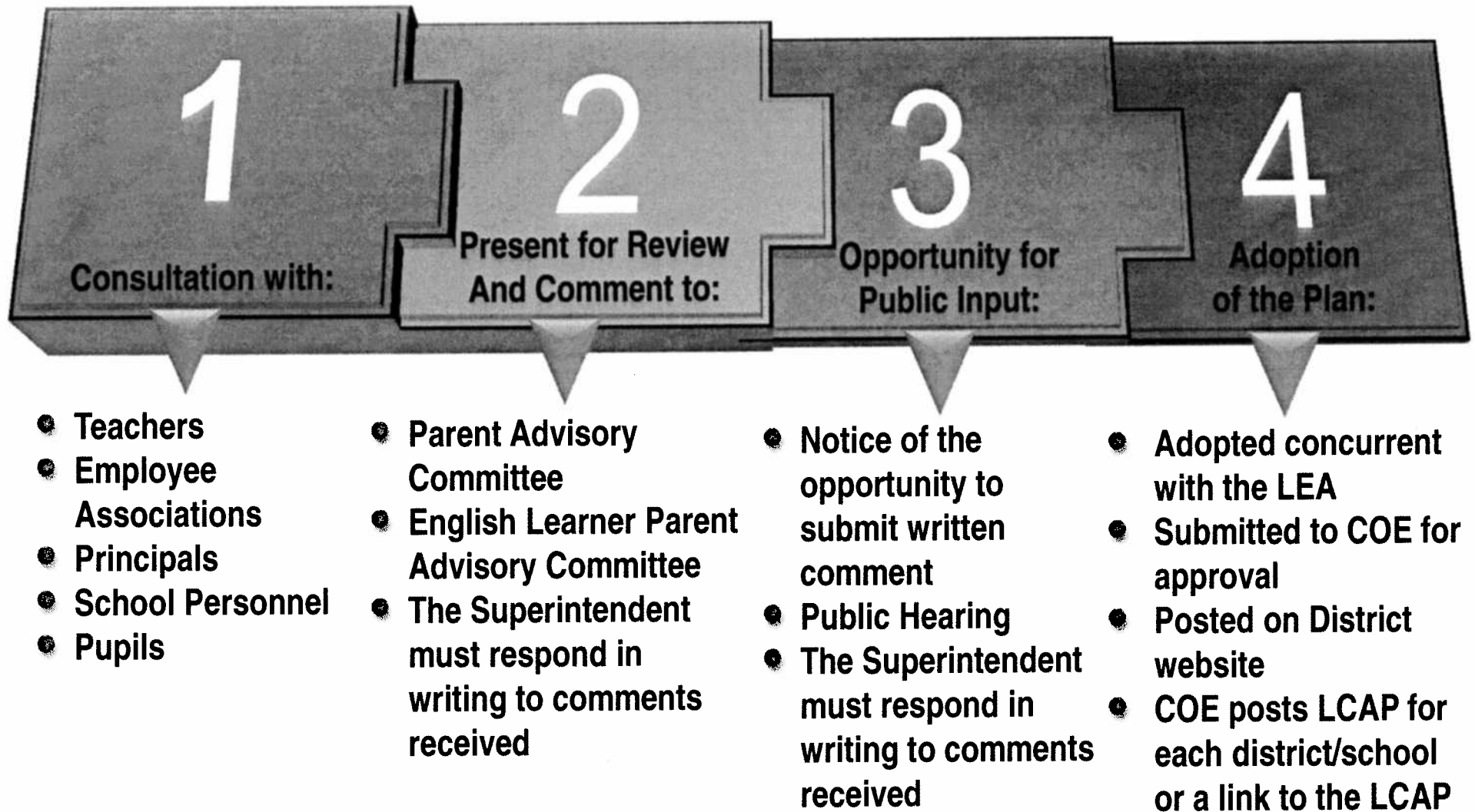
# The 8 LCAP Goals

1. *Williams* requirements: appropriate teacher assignment, sufficient instructional materials, and facilities in good repair
2. Academic content and performance standards
3. Parental involvement
4. Pupil achievement as measured by assessment data, college readiness, language proficiency, etc.
5. Pupil engagement as measured by attendance, dropouts, high school graduation, etc.
6. School climate as measured by suspension, expulsion rates, safety, and school connectedness.
7. Access to, and enrollment in, a broad course of study
8. Pupil outcomes comprising a broad course of study

# The Process to Build LCAP

1. Identify baseline data and ongoing measurement tools for 8 goals: *Goals should be responsive to the needs of all students, including low income, English learners, and foster youth*
2. Identify activities, programs, and services that are responsive to achieving the goals 
3. Review the current budget
4. Build a budget that support the goals
5. **Gather input from stakeholder groups and revise the plan**
6. Develop a process for monitoring and communicating progress

# Adopting and Updating the LCAP



# Funding Decisions

- Spend more
- Provide more or improve services
- Achieve more

# Timeline for Implementation

- **January 31, 2014** -The State Board of Education must adopt regulations for use of supplemental and concentration grant funds
- **March 31, 2014**- The State Board of Education must adopt the Local Control and Accountability Plan template
- **July 1, 2014** - School districts must adopt their Local Control and Accountability Plans for 2014-2015
- **October 8, 2014** - County offices of education must approve or disapprove school district Local Control and Accountability Plans.
- **October 1, 2015**- The State Board of Education must adopt an evaluation rubric for Local Control and Accountability Plans.

# CUSD's Timeline



**Major Components of the Planning Process: Data, Goals, Input from Stakeholders, Board of Education, Budget, Public Hearing, Approval**

November-January 2013	January-March 2014	March-April 2014	April-May 2014	May-June 2014	June 2014	By July 2014
<i>Major Activity</i>	<i>Major Activity</i>	<i>Major Activity</i>	<i>Major Activity</i>	<i>Major Activity</i>	<i>Major Activity</i>	<i>Major Activity</i>
Present Data at Board Meeting	Solicit Input from Stakeholder Groups	Present Input Data and Draft Goals to Board of Trustee	Board Discussion: Align Goals and \$\$	Board Discussion: Align Goals and \$\$	1. Review Draft LCAP with Stakeholders 2. Public Hearing of Plan	1. Adopt LCAP 2. Adopt Budget
<i>Supporting Work</i>	<i>Supporting Work</i>	<i>Supporting Work</i>	<i>Supporting Work</i>	<i>Supporting Work</i>	<i>Supporting Work</i>	<i>Supporting Work</i>
1. Create summary of data for public review that includes State's 8 goals: -Academic Content and Performance Standards -Parental Involvement -Pupil Achievement -Pupil Engagement -School Climate -Access and Enrollment -Pupil Outcomes -Williams 2. Define areas that need more data	1. Define areas that need more data  2. Review proposed LCAP State Guidelines  3. Post summary data on website and provide to formal stakeholder groups (below)  2. Meet with stakeholder groups to review data: -DELAC -PTA -Employee Associations -Superintendent's Parent, Staff and Administrator Cabinet -Community Advisory Committee	1. Develop draft goals from data and Stakeholder Input  2. Notify public that the District is accepting written comments regarding the LCAP and related expenditures	1. Develop document that shows current budget aligned with the 8 State Priorities  2. Develop information regarding costs of potential activities	1. Respond to information requested by Board at March meeting  2. When discussion is completed, draft LCAP	1. Meet with Stakeholder Groups  2. Provide written response to input regarding the Plan	1. Finalize LCAP and Budget that reflects LCAP  2. Adoption of both occurs at the same Board Meeting

### ***Local Control and Accountability Plan Content Description***

<b>Element - Purpose</b>	<b>Instructions and Guiding Questions</b>	<b>Other Considerations (potentially included in separate guidance)</b>
<p><b><i>Stakeholder Engagement</i></b> Engagement of parents, students, and other stakeholders is critical to the Local Control and Accountability Plan (LCAP) process and supports transparency. It is also important that engagement support improved student performance and outcomes.</p>	<ul style="list-style-type: none"> <li>• How have parents, community members, students, and other stakeholders (e.g., local educational agency personnel, other governmental agencies) been engaged and involved in developing, reviewing, and supporting implementation of the LCAP?</li> <li>• How has the involvement of stakeholders supported improved performance and outcomes for students?</li> </ul>	<ul style="list-style-type: none"> <li>• Are engaged parents and students representative of the school community?</li> <li>• How have the English learner and parent advisory committees been engaged?</li> <li>• What type of documentation and/or training has been provided to parent and community stakeholders about the budget, state priorities, and other information useful to engaging in the development of the LCAP?</li> <li>• What form of outreach to parents has been taken and has it yielded results?</li> <li>• How are parents engaged by sites in support of the state priorities and goals identified in the LCAP?</li> <li>• How were teachers, principals, administrators, other school personnel, and local bargaining units involved in the development of the LCAP?</li> <li>• How are governmental agencies engaged by LEAs to support effective partnerships to provide students with services?</li> </ul>
<p><b><i>Needs Analysis</i></b> Capture information about the type of data used, relationship to</p>	<p>Ensure as appropriate that data for the state priorities are addressed that apply to the grade levels served and, for charter schools, the nature of the program; encourage inclusion of local priorities; ensure that subgroup analysis is completed</p>	<ul style="list-style-type: none"> <li>• What are the growth needs of the LEA based on an analysis of data that considers all state and local priorities?</li> <li>• Are there significant differences in performance</li> </ul>

Element - Purpose	Instructions and Guiding Questions	Other Considerations (potentially included in separate guidance)
state priorities, and findings that will inform goals, services, and actions.	<p>for all significant subgroups and/or special populations; if data analysis has been completed for other plans and aligns to the state and local priorities, simply refer to these data and provide a summary within the LCAP; encourage plain language, avoid jargon.</p> <ul style="list-style-type: none"> <li>• What data were reviewed/considered to assess student needs?</li> <li>• What results identified the primary needs of students attending schools within the LEA?</li> </ul>	<p>between subgroups of students? If so, what might be developed (e.g., goals, actions, and services) to close the observed gap?</p> <ul style="list-style-type: none"> <li>• Which data sources did the LEA use for analysis and to generate goals (e.g., Dataquest, School Accountability Report Cards, Healthy Kids Survey, and local data)</li> </ul>
<p><b>Goals</b> Describe the expectation for student success through goals that reflect an understanding of the changes/ improvements needed and that provide sufficient direction to guide action.</p>	<p>Provide clear explanation of what a goal is and how to address the question (level of detail)</p> <p>Describe LEA goals for all students and describe any differentiation or focus within or among goals related to significant subgroups and/or special populations; encourage plain language, avoid jargon.</p> <ul style="list-style-type: none"> <li>• What are the LEA's goals to improve student outcomes that address the needs identified?</li> <li>• How do these goals relate to the state priorities and locally identified priorities?</li> <li>• Are there any specific goals for individual sites that add to or differentiate from the LEA goals listed above? If so, please describe.</li> </ul>	<ul style="list-style-type: none"> <li>• Are there specific goals needed to address to the unique needs of low income, English learners, foster youth, or other special populations? If so, what are these goals?</li> <li>• What are the local goals and are they reflected in the goals included in the LCAP?</li> <li>• How did the LEA consider site goals when developing LEA goals and vice versa?</li> <li>• Do the goals create urgency to act?</li> <li>• Do the goals support coherence in the initiatives of the LEA? In other words, will the LCAP goals be evidenced in the overall strategic focus and values of the LEA or are they viewed as another layer or area of work? If the latter is the case, it may be necessary to revisit the goals and/or manner in</li> </ul>

Element - Purpose	Instructions and Guiding Questions	Other Considerations (potentially included in separate guidance)
<p><b>Performance</b> A clear and concise description of what improvements have and will occur for students. As a plan for three years, the description of performance is expected to show a progression across this period.</p>	<p>Provide clear explanation of what is meant by “change and/or improvement” and how to address the question (level of detail).</p> <ul style="list-style-type: none"> <li>• What will be the noticeable changes and/or improvements for students and their learning outcomes when the goals are met?</li> <li>• What will be the noticeable changes and/or improvements for students in your special populations (e.g., low income, English learners, foster youth, and other significant subgroups) and their learning outcomes when the goals are met?</li> <li>• What will be different/improved for students (all and by subgroups) in Year 1? Year 2? Year 3?</li> </ul>	<p>which the LCAP is being shared with stakeholders.</p> <ul style="list-style-type: none"> <li>• Is the performance of low income, English Learners, and Foster Youth specified?</li> <li>• How did the LEA consider site-level performance expectations when developing LEA goals and vice versa?</li> </ul>
<p><b>Services</b> The actions taken by a local educational agency (LEA) are captured as services to students. This emphasizes the student-focus of activities and requests details regarding expenditures, which will be</p>	<p>Organize into sub-sections for “all” and then separate sections for subgroups (describe by year 1, year 2, and year 3).</p> <ul style="list-style-type: none"> <li>• Describe the services the LEA will provide as they relate to all pupils and special populations and reflecting the nature of the program you provide (e.g., type and/or focus of your LEA)</li> <li>• What is the LEA’s program of support for ALL students and a description of related expenses?</li> <li>• What increased or improved services or programs will be provided with LCFF funding for <i>low income students</i> and a description of related expenses?</li> </ul>	<p>Specific questions may be helpful to elicit broad thinking about priorities and/or expectations for program strategies. For instance, addressing specific questions regarding safety, facilities, Common Core State Standards implementation, climate, significant subgroups, etc. could be provided to aid in discussion regarding the LCAP and completion of the LCAP.</p> <ul style="list-style-type: none"> <li>• What existing programs have a track record of success? How will they be supported and/or</li> </ul>

Element - Purpose	Instructions and Guiding Questions	Other Considerations (potentially included in separate guidance)
summarized in the budget section.	<ul style="list-style-type: none"> <li>• How will outcomes be improved for <i>low income students</i> because of such services?</li> <li>• What increased or improved services or programs will be provided with LCFF funding for <i>English learners</i> and a description of related expenses?</li> <li>• How will outcomes be improved for <i>English learners</i> because of such services?</li> <li>• What increased or improved services or programs will be provided with LCFF funding for <i>foster youth</i> and a description of related expenses?</li> <li>• How will outcomes be improved for <i>foster youth</i> because of such services?</li> </ul>	<p>expanded?</p> <ul style="list-style-type: none"> <li>• How are services prioritized and addressed into the three-year plan?</li> </ul>
<p><b>Budget Information</b></p> <p>Provide budget information that explains how Local Control Funding Formula (LCFF) funds are used to support student performance and address needs of special populations.</p>	<p>Provide budget display options (tables and graphics) to share summary of pertinent details (e.g., organize by goals, subgroups, and/or location of services).</p> <ul style="list-style-type: none"> <li>• How has the LEA ensured that LCFF funds provide for increased or improved services for low income, English Learners, and Foster Youth in proportion to funding provided for such pupils? (See CCR XXX for guidance)</li> <li>• How will LCFF funds be spent to provide for students (options for budget displays, goals, subgroups, etc.)?</li> <li>• How are the expenses described under “services”</li> </ul>	

<b>Element - Purpose</b>	<b>Instructions and Guiding Questions</b>	<b>Other Considerations (potentially included in separate guidance)</b>
This should be simple yet complete.	displayed in the LEA's budget or budget display included in this section?	

Local Control Accountability Plan Timeline  
Planning Meeting: October 28, 2013

Major Components of the Planning Process: Data, Goals, Input from Stakeholders, Board of Education, Budget, Public Hearing, Approval

November-January 2013	January-March 2014	March-April 2014	April-May 2014	May-June 2014	June 2014	By July 2014
<i>Major Activity</i>	<i>Major Activity</i>	<i>Major Activity</i>	<i>Major Activity</i>	<i>Major Activity</i>	<i>Major Activity</i>	<i>Major Activity</i>
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**HEALTH EXAMINATIONS**

The ~~Governing~~ Board of Trustees recognizes the importance of periodic health examinations conducted according to state health regulations. To determine the health status of students, facilitate the removal of handicaps to learning, and determine whether special adaptations of the school program may be necessary, the Board shall require that periodic examinations be conducted which include tests for vision, hearing and scoliosis.

All personnel employed to examine students shall exercise proper care of each student being examined and shall ensure that the examination results are kept confidential. (Education Code §49450)

A parent/guardian may annually file a statement with the principal withholding consent to any physical examination of his/her child. The child shall be exempt, but shall be subject to exclusion due to a suspected contagious or infectious disease. (Education Code §49451)

*(cf. 5163—Infectious Diseases)*

The principal of each school shall notify parents/guardians of the rights of students and parents/guardians relating to health examinations.

The Board may from time-to-time require reports regarding the numbers of students found to have physical problems and the effort made to correct them. (Education Code §49457)

**Vision**

Students shall have their vision tested by qualified personnel authorized by the District. (Education Code §49452, §49454)

Students shall have their vision examined upon first enrollment in elementary school. Further examinations shall take place every three years until the student has completed eighth grade. The results of the vision appraisal shall be entered into the student's health record. All students shall be tested for visual acuity. Color vision shall be tested once and only in male students. (Education Code §49455)

The above evaluation of a student's vision may be waived at the parent's/guardian's request of the parent/guardian presents a certificate from either a medical doctor or an optometrist stating the results of an examination of the student's vision including visual acuity, and, in male children, color vision.

Visual defects, or any other defects, found as a result of the vision examination shall be reported to the parent/guardian with a request that remedial action be taken to correct or cure the defect. The written report shall not include a referral to any private practitioner. (Education Code §49456)

The student may be referred to a public clinic, or diagnostic and treatment center operated by a public hospital or be the state, county or city department of public health. (Education Code §49456)

**Hearing**

Students shall have their hearing tested by qualified personnel authorized by the ~~D~~istrict upon first entry into the California public ~~s~~School ~~s~~System and in ~~G~~grades K, 2, 5, 8, and 10. The parent/guardian of students who fail the hearing test will receive written notification of the test results with a referral for further examination. (Code of Regulations, Title 17,2951)

**Scoliosis Screening**

The Board shall provide for the screening of students for the condition known as scoliosis. Every female student in the seventh grade and every male student in the eighth grade shall be screened. The screening shall follow the standards established by the State Department of Education and shall be performed by qualified personnel as specified by law. (Education Code §49452.5)

Persons performing the screening shall not solicit, encourage, or advise treatment of the student for scoliosis. The same shall apply to any other condition discovered in the course of the screening for scoliosis. (Education Code §49452.5)

The parent/guardian of any student suspected of having scoliosis shall be notified. The notice shall include an explanation of scoliosis and the significance of treatment at an early age. A referral to appropriate community resources for diagnosis and treatment shall be made. (Education Code §49452.5)

As determined by the superintendent or his designee, scoliosis screening may be suspended pursuant to the State of California suspending the mandated requirement.

~~(cf. 5111—Admission)~~

~~(cf. 5165.1—Immunizations)~~

~~(cf. 5163—Infectious Diseases)~~

**Interscholastic Athletic Competition**

All students who participate as cheerleaders, marching band members, members of auxiliary field units, or athletes in interscholastic sports, are required to have on file a current medical examination performed by a Doctor of Medicine (M.D.), Doctor of Osteopathic Medicine, Nurse Practitioner, or a Physician's Assistant. Compliance with the medical examination requirement is not necessary for participants in a play day or a field day activity occurring occasionally during a school year in which students of one or more particular grade levels from two or more schools in the ~~D~~istrict participate in athletic contests.

## HEALTH EXAMINATIONS (continued)

BP 5165(c)

If a student sustains an injury or serious illness, the student may be required by school personnel to have another examination prior to further interscholastic competition.

A student who has been excused from the physical education program because of a medical reason may not participate in any interscholastic athletic competition.

All students engaging in interscholastic athletic competition are required to meet accident insurance requirements prescribed by law.

~~(cf. 5177—Insurance)~~

### *Legal Reference:*

#### EDUCATION CODE

48211-48214 *Persons excluded*

48400-49410 *General powers-school boards (re student health)*

49450-49457 *Physical examinations (of students)*

#### HEALTH AND SAFETY CODE

3380-3389 *Immunization against communicable diseases*

3400-3409 *Tuberculosis tests for students*

#### CODE OF REGULATIONS, TITLE 17

6000-6075 *School attendance immunization requirements*

#### CODE OF REGULATIONS, TITLE 5

590-596 *Vision screening*

Policy  
adopted: August 18, 1997  
revised:

**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
San Juan Capistrano, California



CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES – REGULAR MEETING  
OCTOBER 23, 2013  
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 Legal Counsel regarding Existing Litigation and confer with Labor Negotiators.

Trustee Hanacek arrived in closed session at 6:12 p.m.

Closed session recessed at 6:30 p.m.

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

The Pledge of Allegiance was led by San Juan Hills High School Principal Tom Ressler.

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

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

**Permanent Record**

President Alpay announced the Board meeting was being teleconferenced to Washington, D.C. in order for Trustee Bryson to participate in the meeting.

**President's  
Announcement**

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, Reardon, and Student Advisor Leilah Rodriguez  
NOES: None  
ABSENT: None  
ABSTAIN: None

President Alpay reported the following action taken during closed session:

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

**Agenda Item #3A – Conference with Legal Counsel – Existing Litigation: Office of Administrative Hearings Case Number 2013080582**

The Board voted 7-0 to approve the settlement agreement not-to-exceed \$105,096 fully resolving this litigation.

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

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

No action was taken.

San Juan Hills High School Principal Tom Ressler was recognized for being named the Educator of the Year by the City of San Juan Capistrano.

**Special  
Recognitions**

Capistrano Valley Assistance League Co-chairs Barbara Cummings and Debbie Carver presented the Board with a check for \$29,300 representing 63 middle school teacher grants from the Links to Learning project which funds enhancement programs in the classroom.

Trustee Hanacek congratulated Principal Tom Ressler and stated he is a tremendous leader. She shared she attended the October Community Advisory Committee meeting and recommended everyone view guest speaker Cristy Spooner's documentary, "The Life We Live."

**Board and  
Superintendent  
Comments**

Trustee Hatton thanked staff for organizing the Common Core professional development for teachers, which was very successful. Trustee Hatton shared she had attended the opening of the Capistrano Valley High School Performing Arts Center and it is amazing. She also congratulated Student Advisor Leilah Rodriguez for being selected as one of Capistrano Valley High School's Homecoming princesses.

Trustee Bryson congratulated Principal Tom Ressler and stated it was an honor he deserved. She also thanked the Capistrano Valley Assistance League for their support of the District.

Trustee Alpay shared that he and Trustee Hanacek had attended the Shorecliffs Middle School Educational Foundation's fall event and San Clemente High School's Chance to Dance Showcase.

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:

- *Shirley Sauvageau and MaryLou Rodearmel, on behalf of the Retired Teachers Association, presented the Board with checks for Truman Benedict Elementary School and Newhart Middle School in the amount of \$200 each.*
- *Lisa Klipfel stated October is designated as Dyslexia Awareness month and shared information and data about dyslexia.*

**DISCUSSION/ACTION**

It was moved by Trustee Pritchard, seconded by Trustee Hatton, and motion carried by a 7-0 vote to approve the Tentative Agreement with Teamsters for July 1, 2013 – June 30, 2014.

**Teamsters  
Tentative  
Agreement  
Agenda Item 1**

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

Deputy Superintendent Clark Hampton stated the Local Control Funding Formula (LCFF) and the required Local Control Accountability Plan (LCAP) must be adopted by June 30, 2014. The LCFF is replacing the Revenue Limit Funding model and nearly all state categorical programs, with base funding equal for all school districts. Mr. Hampton provided a PowerPoint presentation explaining the impact and requirements of LCFF and LCAP on the District. Following the presentation, staff answered Trustees' questions. (*The PowerPoint is posted on the District website: [www.capousd.org](http://www.capousd.org)*)

**LCFF Overview  
Agenda Item 2**

Student Advisor Leilah Rodriguez left the dais at 8:03 p.m.

Deputy Superintendent Clark Hampton provided Trustees with an update on 28 Division of State Architect (DSA) construction projects that are either open, closed without certification, or closed with certification. Since the last report to the Board, 4 projects have been closed with certification; 1 project no longer requires certification because the structures in the original scope were removed; 9 projects are open and in various stages of gathering documents for DSA, pending closeout, or require special handling; 14 projects are closed without certification, and staff is working with DSA to certify these projects. Seven of these projects require staff and WLC architects to work with DSA to remove project items that are not needed and to do work to meet ADA or other code requirements. It is estimated this additional work required by DSA will cost approximately \$158,000. Staff will provide another update at the January 22, 2014, Board meeting.

**DSA Update  
Agenda Item 3**

President Alpay asked Trustees for items they wished to pull from the Consent Calendar. Agenda items 5, 13, and 15 were pulled.

**Items Pulled from  
the Consent  
Calendar**

### **CONSENT CALENDAR**

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

Minutes of the October 9, 2013, regular Board meeting.

**Minutes  
Agenda Item 4**

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

**Purchase  
Orders/Warrants  
Agenda Item 6**

Donation of Equipment.

**Donations  
Agenda Item 7**

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

**Professional  
Services  
Agreements  
Agenda Item 8**

Ratification of special education Informal Dispute Resolution Agreement Case #081213.

**Special Education  
Informal Dispute  
Resolution  
Agenda Item 9**

Special education Settlement Agreement Case #2013080961 and Informal Dispute Resolution Agreement Cases #066513, #091513, and #091713.

**Special Education  
Settlement  
Agreements  
Agenda Item 10**

Personnel Reimbursement Agreement with Laguna Beach Unified School District (LBUSD) to provide five days of instruction by a qualified Orientation and Mobility Specialist to LBUSD during the 2013-2014 regular school year.

**Personnel  
Reimbursement  
Agreement  
Agenda Item 11**

Personnel Reimbursement Agreement with Saddleback Valley Unified School District (SVUSD) to provide 40 days of instruction by a qualified Orientation and Mobility Specialist to SVUSD during the 2013-2014 regular school year.

**Personnel  
Reimbursement  
Agreement 221  
Agenda Item 12**

Ratification of the Contract for Auditing with Vavrinek, Trine, Day & Co., LLP to provide annual audit services for fiscal years ending June 30, 2014; June 30, 2015; and June 30, 2016.	<b>Auditing Contract Agenda Item 14</b>
Ratification of the Licensing Agreement with Document Tracking Services to provide a web-based application to complete Single Plan for Student Achievement School Accountability Report Card reports and document translation services.	<b>Licensing Agreement Agenda Item 16</b>
Rejection of all bids submitted for co-curricular bus service.	<b>Bid Rejection Agenda Item 17</b>
Utilization of the Val Verde Unified School District Bid No. 12/13-001 for the purchase of classroom and office supplies from Southwest School and Office Supplies, under the same terms and conditions of the public agency's contract.	<b>Piggyback Bid for Classroom/Office Supply System Agenda Item 18</b>
Resignations, retirements, and employment of classified personnel.	<b>Resignations/ Retirements/ Employment (Classified Personnel) Agenda Item 19</b>
Resignations, retirements, and employment of certificated personnel.	<b>Resignations/ Retirements/ Employment (Certificated Personnel) Agenda Item 20</b>
Acceptance of Williams Settlement First Quarter Site Review Report.	<b>Williams Settlement Agenda Item 21</b>
Teachers credentialed in subjects other than physical education (PE) to provide PE credit to students in that respective sport.	<b>PE Credit Agenda Item 22</b>
<p>ROLL CALL: AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton, Pritchard, and Reardon</p> <p>NOES: None</p> <p>ABSENT: None</p> <p>ABSTAIN: None</p>	
Trustee Bryson requested staff provide more written information before Trustees take action and made a motion to table the item.	<b>Gray Whale Foundation MOU Agenda Item 5</b>
It was moved by Trustee Bryson, seconded by Trustee Reardon, and motion failed by a 0-7 vote to table the Gray Whale Foundation Partnership Memorandum of Understanding.	
<p>ROLL CALL: AYES: None</p> <p>NOES: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton, Pritchard, and Reardon</p> <p>ABSENT: None</p> <p>ABSTAIN: None</p>	



It was moved by Trustee Pritchard, seconded by Trustee Addonizio, and motion carried by a 7-0 vote to approve the Gray Whale Foundation Partnership Memorandum of Understanding.

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

Trustee Reardon stated approval of this item is an opportunity for the District to experiment with a new type of computer device and requested staff analyze the impact of the Chromebook laptop utilization and provide a follow-up report on their implementation for the Board.

**License Agreement  
Agenda Item 13**

It was moved by Trustee Reardon, seconded by Trustee Hatton, and motion carried by a 7-0 vote to approve the Chrome OS for Enterprise License Agreement with Google, Incorporated to prepare for the potential of adopting the Google Chromebook laptop, as well as to support the OC Register Chromebook Initiative.

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

Trustee Hatton reported she was familiar with this software system and stated it is very beneficial for academic advisors, students, and parents.

**Software and  
Professional  
Services  
Agenda Item 15**

It was moved by Trustee Hatton, seconded by Trustee Reardon, and motion carried by a 7-0 vote to approve the ratification of the Order Form to purchase Naviance Software and professional services from Hobsons, as outlined in the proposal dated September 20, 2013.

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

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

**Adjournment**

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

President Alpay announced the meeting adjourned at 8:18 p.m.

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Board Clerk

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Secretary, Board of Trustees



Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2013-14 =====\*  
Board of Trustees Meeting.....NOVEMBER 6, 2013

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

PO No.	Fund	Vendor	Description	Amount
5314	88	US BANK NATIONAL ASSOCIATION	Serv& Op/Fac Acq /Dstrctwd	4,380.00
5315	87	TEL-TEC SECURITY SYSTEMS INC.	CompTech/Fac Acq /CVHS	19,233.02
5316	87	CDW GOVERNMENT INC.	InstMtls/Fac Acq /CVHS	353.18
5317	87	DSA	BI:DSA /Fac Acq /CVHS	137.20
4 Purchase Orders				\$24,103.40

EXHIBIT 9

Attachment 1

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2013-14 =====\*  
Board of Trustees Meeting.....NOVEMBER 6, 2013

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

PO No.	Fund	Vendor	Description	Amount
332070	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Malcom	15,750.00
332071	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/BAMS	220.00
332072	1	RIDDELL	InstMtls/CurAthlt/ANHS	2,149.20
332073	1	TANAKA FARM & PUMPKIN PATCH	FieldTrp/Instrctn/San Juan	1,800.00
332074	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Enterprs/AVMS	1,166.40
332075	1	SCHOOL SERVICES OF CALIFORNIA	CnfrNonI/SupvSvcs/Dstrctwd	175.00
			CnfrNonI/Prsnl:HR/Dstrctwd	175.00
			CnfrNonI/Bus/Fisc/Dstrctwd	175.00
			CnfrNonI/SupvAdmn/Dstrctwd	175.00
332076	1	DIGITAL NETWORKS GROUP INC	SpplsNonI/TIS /Dstrctwd	564.82
			Rnt&Repr/TIS /Dstrctwd	957.61
332077	1	TREBRON COMPANY INC.	Serv& Op/TIS /Dstrctwd	50,000.00
332078		VOID	VOID	0.00
332079	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/Dstrctwd	2,025.00
332080	1	SCOTT FORESMAN	InstMtls/Instrctn/San Juan	371.95
332081	1	SCOTT FORESMAN	Bks&Ref /Instrctn/Las Palm	3,022.11
332082	1	ORIENTAL TRADING CO	SpplsNonI/Sch Adm /Marblehd	74.63
332083	12	DEPARTMENT OF SOCIAL SERVICES	Serv& Op/Sch Adm /Dstrctwd	6,210.00
332084	1	DICK BLICK WEST	InstMtls/Instrctn/DHHS	2,300.00
332085	1	MCGRAW-HILL/SRA	NonCapEq/SEOthIns/Dstrctwd	866.80
332086	1	HAWTHORNE EDUCATIONAL SERV	SpplsNonI/PsychSer/Dstrctwd	50.36
332087	1	RIVERSIDE PUBLISHING CO	SpplsNonI/PsychSer/Dstrctwd	774.56
332088	1	MHS RESEARCH DEPARTMENT	SpplsNonI/PsychSer/Dstrctwd	1,461.12
332089	1	PEARSON ASSESSMENTS	SpplsNonI/PsychSer/Dstrctwd	1,962.04
332090	1	WESTERN PSYCHOLOGICAL SERVICES	SpplsNonI/PsychSer/Dstrctwd	182.40
332091	1	PRO-ED	SpplsNonI/PsychSer/Dstrctwd	123.40
332092	1	RIVERSIDE PUBLISHING CO	SpplsNonI/PsychSer/Dstrctwd	660.80
332093	1	MHS RESEARCH DEPARTMENT	SpplsNonI/PsychSer/Dstrctwd	908.60
332094	1	WESTERN PSYCHOLOGICAL SERVICES	SpplsNonI/PsychSer/Dstrctwd	2,124.00
332095	1	STOELTING CO	SpplsNonI/PsychSer/Dstrctwd	165.20
332096	1	PSYCHOLOGICAL ASSESSMENT RES	SpplsNonI/Spch Aud/Dstrctwd	3,661.51
332097	1	PRO-ED	SpplsNonI/Spch Aud/Dstrctwd	660.80
332098	1	HAWTHORNE EDUCATIONAL SERV	SpplsNonI/SupvAdmn/Dstrctwd	422.72
332099	1	PEARSON ASSESSMENTS	SpplsNonI/PsychSer/Dstrctwd	411.60
332100	12	COMMUNITY PLAYTHINGS	NonCapEq/SupvAdmn/Dstrctwd	12,411.36
332101	1	SULICK, ANDY	Serv& Op/Instrctn/JSHS	3,566.00
332102	70	PSC ENVIRONMENTAL SERVICES	Serv& Op/Enterprs/Dstrctwd	19,000.00
332103	1	ANIMAL PEST MANAGEMENT SERVICE	Rntl:Oth/RR:Bldgs/Dstrctwd	40,000.00
332104	12	CULVER-NEWLIN	NonCapEq/Sch Adm /Dstrctwd	1,547.42
332105	1	SUPER DUPER INC.	SpplsNonI/HlthServ/Dstrctwd	22.93
332106	1	NASCO WEST	InstMtls/SEOthIns/Dstrctwd	78.67
332107	1	MOBILE COMMUNICATION REPAIR	InstMtls/Instrctn/FNMS	388.80
332108	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/Bathgate	1,888.00
332109	1	CREATIVE CONTRACTORS	Rntl:Oth/RR:Bldgs/Don Juan	650.00
332110		VOID	VOID	0.00

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2013-14 =====\*  
Board of Trustees Meeting.....NOVEMBER 6, 2013

PO No.	Fund	Vendor	Description	Amount
332111	1	NASCO WEST	SpplsNonI/HlthServ/Dstrctwd	35.85
332112		VOID	VOID	0.00
332113	1	HANDS ON TASKS INC	SpplsNonI/HlthServ/Dstrctwd	266.60
332114	1	HOPE INC	SpplsNonI/Spch Aud/Dstrctwd	144.60
332115	1	PLAYPOWER LT FAMINGTON INC.	SpplsNonI/RR:Bldgs/Malcom	357.24
332116	1	MIRACLE RECREATION EQUIPMENT	NonCapEq/RR:Bldgs/Ambuehl	4,682.32
332117	1	LA HABRA FENCE CO INC	Rntl:Oth/RR:Bldgs/Marblehd	6,146.00
332118	1	DM COLOR EXPRESS	SpplsNonI/Op:Grnds/Dstrctwd	5,000.00
332119	1	SIERRA PACIFIC PUMP SALES	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
332120		VOID	VOID	0.00
332121	1	BAUDVILLE	SpplsNonI/Sch Adm /LFMS	175.66
332122	1	PATTERSON MEDICAL/ SAMMONS	SpplsNonI/HlthServ/Dstrctwd	171.60
332123		VOID	VOID	0.00
332124	1	MEDICALES SHOP INC	SpplsNonI/HlthServ/Dstrctwd	154.60
332125		VOID	VOID	0.00
332126	1	PATHWAY COMMUNICATIONS LTD.	SpplsNonI/Enterprs/Wood Cyn	482.11
332127	1	PATHWAY COMMUNICATIONS LTD.	InstMtls/Instrctn/MFMS	803.52
332128	1	PATHWAY COMMUNICATIONS LTD.	NonCapEq/Instrctn/LadraElm	3,532.90
332129	1	AARDVARK CLAY	InstMtls/Instrctn/SCHS	1,100.00
332130	1	CAMCOR INC	NonCapEq/Instrctn/LadraElm	1,467.07
332131	1	CAMCOR INC	NonCapEq/Instrctn/SJHHS	3,995.69
332132		VOID	VOID	0.00
332133	1	O W L ASSOCIATES INC	InstMtls/Instrctn/OsoGrand	1,099.20
332134	1	DESTINATION IMAGINATION	Serv& Op/Instrctn/Las Palm	826.20
332135		VOID	VOID	0.00
332136	1	WRESTLINGMART.COM	InstMtls/CurAthlt/CVHS	812.49
332137	1	OCMC	Conf:Ins/Instrctn/MFMS	80.00
332138	1	INSIGHT SYSTEMS EXCHANGE	SpplsNonI/Sch Adm /SJHHS	1,014.12
332139	1	TANDUS FLOORING INC.	SpplsNonI/RR:Bldgs/Dstrctwd	192.01
332140	1	DELL COMPUTER	InstMtls/Instrctn/Kinoshta	97.19
332141	1	APPLE COMPUTER INC	NonCapEq/Enterprs/NHMS	3,929.76
332142	11	HARLAND TECHNOLOGY SERVICES	Rnt&Repr/Instrctn/Dstrctwd	774.33
332143	1	TEAM SHIRT	SpplsNonI/Sch Adm /LRMS	1,000.00
332144	1	VANGUARD FLOORING INC	Serv& Op/Enterprs/Dstrctwd	2,882.50
332145	1	LEARNING A-Z	Serv& Op/Instrctn/RH Dana	599.50
332146	1	ITO NURSERY	InstMtls/Instrctn/Las Palm	5,000.00
332147	1	MALACHIED INC	CnfrNonI/Sch Adm /Tesoro	600.00
332148	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/DHHS	30,423.60
332149	1	OFFICE DEPOT	SpplsNonI/Sch Adm /AVMS	750.00
			InstMtls/Instrctn/AVMS	750.00
332150	1	GOPHER ATHLETIC	InstMtls/Instrctn/Las Palm	742.39
332151	1	PATHWAY COMMUNICATIONS LTD.	NonCapEq/Instrctn/ANHS	6,412.99
332152	1	PROFESSIONAL INTEGRATION LLC	NonCapEq/TIS /Dstrctwd	10,108.80
332153	1	APPLE COMPUTER INC	InstMtls/Instrctn/ANHS	125.28
332154	1	APPLE COMPUTER INC	InstMtls/Instrctn/Marblehd	793.80
332155	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/SCHS	1,200.00
332156	1	SCHOOLMASTERS	SpplsNonI/Sch Adm /Don Juan	1,321.68
332157	1	WESTERN ILLUMINATED PLASTIC	SpplsNonI/RR:Bldgs/Dstrctwd	3,000.00
332158	1	SIGNS BY CREATIONS UNLIMITED	Rntl:Oth/RR:Bldgs/Concordi	2,974.52
332159		VOID	VOID	0.00

Board of Trustees Purchase Order Listing

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

Board of Trustees Meeting.....NOVEMBER 6, 2013

PO No.	Fund	Vendor	Description	Amount
332160	1	CONTEMPORARY SERVICES CORP.	Serv& Op/Enterprs/SCHS	20,000.00
332161	1	BERTRANDS HORN IMPROVEMENT	InstMtls/Instrctn/MFMS	1,500.00
332162	1	GOV CONNECTION INC	InstMtls/Instrctn/ANHS	204.34
332163	1	SIGNS BY CREATIONS UNLIMITED	Rntl:Oth/RR:Bldgs/CVHS	1,360.00
332164		VOID	VOID	0.00
332165	1	CAMCOR INC	NonCapEq/Instrctn/ArroyoMS	1,712.44
332166		VOID	VOID	0.00
332167	1	CULVER-NEWLIN	InstMtls/Instrctn/DHHS	1,071.63
332168	1	BLOCK & COMPANY INC	SpIsNonI/Bus/Fisc/Dstrctwd	209.40
332169	1	IMAGE WORKS	SpIsNonI/Libr&Med/Dstrctwd	850.48
332170	1	AV WINDOW PROS	Rntl:Oth/RR:Bldgs/Dstrctwd	4,750.00
332171	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/CVHS	6,185.50
332172	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/SMS	13,568.00
332173	1	PREMIERE WATER SERVICES	Rntl:Oth/RR:Bldgs/Dstrctwd	1,594.40
332174	1	PATHWAY COMMUNICATIONS LTD.	InstMtls/Instrctn/Don Juan	642.82
332175	1	PATHWAY COMMUNICATIONS LTD.	InstMtls/Instrctn/LF Elem	482.11
332176	1	VALIANT IMC	InstMtls/Instrctn/LF Elem	54.00
332177	1	PATHWAY COMMUNICATIONS LTD.	NonCapEq/Instrctn/VdelMarE	5,299.34
332178		VOID	VOID	0.00
332179	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/RH Dana	175.50
332180	1	GOLDEN STAR TECHNOLOGY INC.	InstMtls/Instrctn/Chaparal	95.73
332181	1	BARRETT-ROBINSON INC	InstMtls/Instrctn/Chaparal	18.96
332182	1	PEARSON ASSESSMENTS	SpIsNonI/PsychSer/Dstrctwd	13,631.21
332183	1	ACADEMIC THERAPY PUBL	SpIsNonI/Spch Aud/Dstrctwd	755.20
332184	1	SUPER DUPER INC.	SpIsNonI/Spch Aud/Dstrctwd	267.95
332185	1	SUNSHINE COTTAGE	SpIsNonI/Spch Aud/Dstrctwd	82.60
332186	1	PEARSON ASSESSMENTS	SpIsNonI/Spch Aud/Dstrctwd	708.00
332187	1	PRO-ED	SpIsNonI/Spch Aud/Dstrctwd	773.48
332188	1	RIVERSIDE PUBLISHING CO	SpIsNonI/PsychSer/Dstrctwd	1,099.56
332189	1	KOCE-TV FOUNDATION	Serv& Op/TIS /Dstrctwd	38,233.20
332190	1	SCHOOL SERVICES OF CALIFORNIA	CnfrNonI/SuppSvcs/Dstrctwd	175.00
			CnfrNonI/SupvAdmn/Dstrctwd	525.00
			CnfrNonI/Prsnl:HR/Dstrctwd	175.00
332191	25	DOLINKA GROUP LLC	Serv& Op/Fac Acq /Dstrctwd	2,600.00
332192	1	FOLLETT LIBRARY RESOURCES	K-12Text/Instrctn/HankeyMS	21.87
332193	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	1,322.63
332194	1	FOLLETT EDUCATIONAL SERVICES	K-8Textb/Instrctn/Dstrctwd	150.34
332195	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	2,378.48
332196	1	ROBOTEVENTS	Serv& Op/Instrctn/OsoGrand	150.00
332197	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Dstrctwd	750.00
			SpIsNonI/SupvAdmn/Dstrctwd	250.00
332198	1	BENCHMARK EDUCATION COMPANY	InstMtls/Instrctn/San Juan	469.84
332199	1	GENERAL BINDING CORP	InstMtls/SEOthIns/Dstrctwd	101.13
332200	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/SCHS	1,100.00
332201	1	OFFICE DEPOT	SpIsNonI/HlthServ/Dstrctwd	30.46
332202	1	MARKERBOARD PEOPLE	InstMtls/Instrctn/ANHS	113.40
332203	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/DJAMS	150.00
332204	1	AARDVARK CLAY	InstMtls/Instrctn/CVHS	720.00
332205	1	MUSIC AND ARTS CENTER	InstMtls/Instrctn/Dstrctwd	2,000.00
332206	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Concordi	300.00

Board of Trustees Purchase Order Listing  
\*\*\*\*\* Fiscal Year: 2013-14 \*\*\*\*\*  
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PO No.	Fund	Vendor	Description	Amount
332207	1	WOODWIND & BRASSWIND	SplsNonI/Sch Adm /Bergeson	601.02
332208	1	FOLLETT EDUCATIONAL SERVICES	K-8Textb/Instrctn/Dstrctwd	38.29
332209	1	FOLLETT EDUCATIONAL SERVICES	K-8Textb/Instrctn/Dstrctwd	114.86
332210	1	FOLLETT EDUCATIONAL SERVICES	SplsNonI/GuidCnsl/Don Juan	14.71
332211	1	APPLE COMPUTER INC	InstMtls/Instrctn/Las Palm	1,947.36
332212	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/Instrctn/LF Elem	4,834.08
332213	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Las Palm	1,690.20
332214	1	INSIGHT SYSTEMS EXCHANGE	SplsNonI/Sch Adm /Tesoro	367.20
332215	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/Dstrctwd	100.00
332216	1	HERITAGE MUSEUM OF OC	FieldTrp/Instrctn/Bergeson	864.00
332217	1	STANISLAUS COUNTY OFFICE OF ED	CnfrNonI/TIS /Dstrctwd	447.00
332218	25	AMS.NET INC	Serv& Op/Fac Acq /Dstrctwd	180,520.87
332219	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/Payroll /Dstrctwd	338.04
332220	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/SCHS	2,704.32
332221	11	BLACKBOARD CONNECT	Serv& Op/Instrctn/Dstrctwd	1,000.00
332222	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/AVMS	500.00
			SplsNonI/Sch Adm /AVMS	500.00
332223	1	BSN SPORTS	InstMtls/CurAthlt/DHHS	24,000.00
332224	1	OCEAN INSTITUTE	FieldTrp/Instrctn/VdelMarE	50,610.00
332225	1	COSTCO S.J.C.	InstMtls/Instrctn/Wagon Wh	20.78
332226	40	VAVRINEK TRINE DAY & CO LLP	Serv& Op/Fac Acq /Dstrctwd	4,000.00
332227	1	ACADEMIC ADVANTAGE, THE	CnsltSvs/Instrctn/Dstrctwd	7,341.20
332228	1	FRIENDLY COMMUNITY OUTREACH	CnsltSvs/Instrctn/Dstrctwd	7,341.20
332229	1	!MATHWIZ	CnsltSvs/Instrctn/Dstrctwd	7,341.20
332230	1	KEEP HOPE ALIVE PROJECT	CnsltSvs/Instrctn/Dstrctwd	7,341.20
332231	1	ACHIEVEMENT MATTERS INC.	CnsltSvs/Instrctn/Dstrctwd	7,341.20
332232	1	123 MATH & READING INC.	CnsltSvs/Instrctn/Dstrctwd	7,341.20
332233	1	!1 COMPUTADORA GRATIS PARA TI!	CnsltSvs/Instrctn/Dstrctwd	7,341.20
332234	1	! A+ CAT (COMPUTER ASSISTED	CnsltSvs/Instrctn/Dstrctwd	7,341.20
332235	1	ACADEMIA DE SERVICIO DE	CnsltSvs/Instrctn/Dstrctwd	7,341.20
332236	1	HT LEARNING CENTER	CnsltSvs/Instrctn/Dstrctwd	7,341.20
332237	1	*!!#1 AT-HOME TUTORS	CnsltSvs/Instrctn/Dstrctwd	7,341.20
332238	1	1-ON-1 LEARNING WITH LAPTOPS	CnsltSvs/Instrctn/Dstrctwd	7,341.20
332239	1	!!! 1ST CHOICE ANDROID SMART-	CnsltSvs/Instrctn/Dstrctwd	7,341.20
332240	1	!#1 TOUCH-SCREEN TABLET	CnsltSvs/Instrctn/Dstrctwd	7,341.20
332241		VOID	VOID	0.00
332242	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	661.32
332243	1	NASCO WEST	Bks&Ref /Instrctn/Viejo	1,029.51
332244	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/ANHS	89.77
332245	1	APPLE COMPUTER INC	NonCapEq/Instrctn/San Juan	4,123.20
332246	1	APPLE COMPUTER INC	NonCapEq/SupvAdmn/Dstrctwd	1,625.76
332247	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Tijeras	4,600.80
332248	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Reilly	151.20
332249	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Reilly	777.60
332250	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Bergeson	338.04
332251	1	COALITION FOR ADEQUATE SCHOOL	CnfrNonI/M&OResOH/Dstrctwd	108.00
332252	1	DELL COMPUTER	NonCapEq/Sch Adm /Don Juan	747.38
332253	1	SPARKLETTS	SplsNonI/Sch Adm /Dstrctwd	500.00
332254	1	SPARKLETTS	SplsNonI/Sch Adm /Dstrctwd	400.00
332255	1	PC MALL GOV	Serv& Op/Enterprs/ANHS	8,131.38

Board of Trustees Purchase Order Listing  
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PO No.	Fund	Vendor	Description	Amount
332256	1	CALIFORNIA WEEKLY EXPLORER INC	CnsltSvs/Instrctn/Reilly	1,045.00
332257	1	CSTA	Conf:Ins/StDev In/Kinoshta	214.00
332258	1	MEET THE MASTERS INC	Serv& Op/Enterprs/Castille	180.00
332259	1	ART MASTERS INC	CnsltSvs/Instrctn/Bergeson	6,136.00
332260	1	SUNBURST DIGITAL INC	InstMtls/Enterprs/Wood Cyn	99.95
332261	25	DSA	BI:DSA /Fac Acq /Barcelon	833.00
332262	1	CUSD	Serv& Op/PuplTran/Dstrctwd	250,000.00
332263	1	DEVEREUX CLEO WALLACE	Residtl /NPS /Dstrctwd	1,500.00
			Sub MHBC/NPS /Dstrctwd	3,279.52
			Sub MHBC/PsychSer/Dstrctwd	2,455.52
332264	1	DEVEREUX TEXAS TREATMENT	Residtl /NPS /Dstrctwd	1,500.00
332265	1	CORNERSTONE THERAPIES	NPA /NPA Hlth/Dstrctwd	800.00
332266	1	NEW HAVEN SCHOOL	Residtl /NPS /Dstrctwd	21,594.00
			Sub MHBC/NPS /Dstrctwd	43,851.15
			Sub MHBC/PsychSer/Dstrctwd	43,851.14
332267	25	DSA	Serv& Op/Fac Acq /HankeyES	637.00
332268	1	ATKINSON ANDELSON LOYA	Legal /Prsnl:HR/Dstrctwd	120,000.00
332269	12	CHANCY & BRUCE EDUC. RESOURCES	CnsltNon/SupvAdmn/Dstrctwd	800.00
332270	1	IBBS	K-8Textb/Instrctn/Dstrctwd	28.26
332271	1	FOLLETT EDUCATIONAL SERVICES	K-8Textb/Instrctn/Dstrctwd	25.92
332272	1	AARDVARK CLAY	InstMtls/Instrctn/MFMS	500.00
332273	25	BOWIE ARNESON WILES &	Legal /Fac Acq /Dstrctwd	10.46
332274	1	BOWIE ARNESON WILES &	Legal /FacPlann/Dstrctwd	14,483.92
332275		VOID	VOID	0.00
332276	1	BOWIE ARNESON WILES &	Legal /M-R Reim/Dstrctwd	462.78
332277	1	MUSIC & ARTS CENTER	InstMtls/Instrctn/Dstrctwd	2,500.00
332278	1	BERKOWITZ, SUSAN	CnsltNon/Spch Aud/Dstrctwd	2,000.00
332279	1	ECE4AUTISM	NPA /NPA /Dstrctwd	11,250.00
332280	1	GANAHL LUMBER	InstMtls/Instrctn/MFMS	500.00
332281	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Viejo	183.65
332282	1	LEARNING RESOURCES	InstMtls/Instrctn/Reilly	294.61
332283		VOID	VOID	0.00
332284		VOID	VOID	0.00
332285	1	SPEECH CORNER, THE	InstMtls/SE0thIns/Dstrctwd	215.32
332286	1	SOCIAL THINKING PUBLISHING	InstMtls/SE0thIns/Dstrctwd	88.73
332287	1	MENTORING MINDS	Bks&Ref /StDev In/BAMS	27.52
332288	1	EAI EDUCATION	InstMtls/Instrctn/Tesoro	143.10
332289	1	SCHOLASTIC	InstMtls/Instrctn/Viejo	584.10
332290	1	MOBILE COMMUNICATION REPAIR	SpplsNonI/Sch Adm /Tesoro	1,224.72
332291		VOID	VOID	0.00
332292	1	DELTA EDUCATION	Bks&Ref /Instrctn/Viejo	1,386.20
332293	1	PATHWAY COMMUNICATIONS LTD.	InstMtls/Instrctn/Tesoro	160.39
332294	1	NASCO WEST	InstMtls/Instrctn/DJAMS	575.24
332295	1	PATHWAY COMMUNICATIONS LTD.	InstMtls/Instrctn/Tesoro	160.70
332296	1	CAMCOR INC	InstMtls/Instrctn/Las Palm	1,996.87
332297	1	CAMCOR INC	InstMtls/Instrctn/Concordi	1,467.07
332298	1	BASIC EDUCATIONAL SERVICES	CnsltSvs/Instrctn/Dstrctwd	7,341.20
332299	1	CLUB Z! IN-HOME TUTORING	CnsltSvs/Instrctn/Dstrctwd	27,896.56
332300	1	CALIFORNIA WESTERN VISUALS	InstMtls/Instrctn/Las Palm	513.00
332301	1	ADVANCED READING SOLUTIONS LLC	CnsltSvs/Instrctn/Dstrctwd	9,543.56



Board of Trustees Purchase Order Listing  
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PO No.	Fund	Vendor	Description	Amount
332302	1	TOTAL EDUCATION SOLUTIONS	CnsltSvs/Instrctn/Dstrctwd	133,609.84
332303	1	CALIFORNIA WESTERN VISUALS	InstMtls/Instrctn/VDMMS	615.60
332304	1	A TREE OF KNOWLEDGE	CnsltSvs/Instrctn/Dstrctwd	14,682.40
332305	1	APPLIED SCHOLASTICS INTL	CnsltSvs/Instrctn/Dstrctwd	7,341.20
332306	1	!ACE TUTORING SERVICES INC	CnsltSvs/Instrctn/Dstrctwd	44,047.20
332307	1	OXFORD TUTORING CENTER INC	CnsltSvs/Instrctn/Dstrctwd	64,602.56
332308	1	iAPRENDE! TUTORING	CnsltSvs/Instrctn/Dstrctwd	56,527.24
332309	1	PROFESSIONAL TUTORS OF AMERICA	CnsltSvs/Instrctn/Dstrctwd	44,047.20
332310	1	SYLVAN LEARNING CTR OF LAGUNA	CnsltSvs/Instrctn/Dstrctwd	22,023.60
332311		VOID	VOID	0.00
332312	1	NSTA	Conf:Ins/Instrctn/ANHS	215.00
332313	1	ORANGE COUNTY DEPT OF EDUCAT	FieldTrp/Instrctn/San Juan	18,000.00
332314	1	ROBOTEVENTS	InstMtls/Instrctn/Moulton	100.00
332315		VOID	VOID	0.00
332316	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	2,378.48
332317	1	BAYSCAN	InstMtls/Instrctn/Viejo	198.72
332318		VOID	VOID	0.00
332319	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/San Juan	98.39
332320	1	ENET COMPONENTS INC	SpplsNonI/TIS /Dstrctwd	631.80
332321	1	IMAGE 2000	InstMtls/Instrctn/LF Elem	221.84
332322	1	OCC GATE	CnfrNonI/SupvAdmn/Dstrctwd	200.00
332323	1	DELL COMPUTER	InstMtls/SE0thIns/Dstrctwd	70.95
332324		VOID	VOID	0.00
332325	1	TOM VLAHOS	InstMtls/Instrctn/LadraElm	975.00
332326	1	DELTA EDUCATION	InstMtls/Instrctn/Las Palm	2,023.66

236 Purchase Orders \$1,824,360.26



Board of Trustees Warrant Listing  
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Warrant Number	Name of Payee	Reference Number	Amount
190255	ABOVE ALL NAMES CONSTRUCTION	PO-331237	2,347.30
		PO-331625	7,176.50
		PO-331627	5,111.50
190256	ALISO VIEJO COMMUNITY ASSN	PO-331965	1,767.97
190257	E. STEWART AND ASSOCIATES	PO-330434	22,451.92
190258	MAIER INTERNATIONAL INC	PO-331289	5,892.80
190259	P A THOMPSON ENGR CO	PO-331566	2,894.52
190260	WESTGROUP MANAGEMENT INC	PO-330844	7,515.00
		PO-331389	485.00
190261	MARSHAK, PAM	PO-331650	100.00
190262	OCTA - REDUCED FARE ID	PO-331981	312.00
190263	PERMA-BOUND	PO-331730	427.14
190264	ROCHESTER 100/NICKY'S FOLDERS	PO-330346	1,298.00
		PO-331703	891.25
190265	SCHOLASTIC INC	PO-330351	1,135.97
190266	SCHOOL MATE	PO-330354	1,629.75
190267	SCHOOL SPECIALTY	PO-330261	233.46
190268	SCOTT FORESMAN	PO-330022	13,136.05
		PO-330029	14,095.38
190269	SOUTH COAST FAMILY MEDI CENTER	PO-330710	470.00
190270	STAPLES ADVANTAGE	-	
		PO-330496	32.02-
		PO-330657	41.26
		PO-330659	754.56
		PO-330671	77.70
		PO-330672	116.60
		PO-330673	1,898.57
		PO-330694	6.87
190271	STAPLES ADVANTAGE	-	
		PO-330694	293.15
		PO-330848	630.18
		PO-331358	551.60
190272	STAPLES ADVANTAGE	PO-331358	1,834.27
		PO-331800	245.70
190273	TIME FOR KIDS	PO-330357	3,363.10
190274	VISTA HIGHER LEARNING	PO-331604	3,433.82
		PO-331609	1,757.27
190275	WAL MART COMMUNITY/GEGRB	PO-330368	51.80
		PO-331052	7,000.00
190276	WAYSIDE PUBLISHING	PO-331371	1,015.42
190277	SOFTWARE INC	PO-331507	180.00
190278	STAPLES ADVANTAGE	PO-331163	800.55
190279	WAL MART COMMUNITY/GEGRB	PO-331156	534.91
190280	STAPLES ADVANTAGE	PO-330523	59.75
190281	ACHIEVEMENT PRODUCTS	PO-330774	61.79

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2013-14 =====\*  
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Warrant Number	Name of Payee	Reference Number	Amount
190282	AMBCO ELECTRONICS	PO-331920	873.60
190283	AMS.NET INC	PO-331898	1,549.03
190284	AWARDS 'N MORE	PO-331864	480.06
190285	BARRETT-ROBINSON INC	PO-331445	718.20
190286	BIOMEDICAL WASTE DISPOSAL	PO-331918	99.00
190287	BRIDGES TRANSITIONS CO.	PO-331086	16,900.00
190288	CORONA CLAY CO	PO-330186	1,354.00
190289	DELL MARKETING L P	PO-330080	70.19
		PO-331457	747.38
		PO-331520	831.37
		PO-331523	48.59
		PO-331659	942.26
190290	DELL SOFTWARE INC.	PO-331655	499.00
190291	EDUCATIONAL DATA SYSTEMS	PO-330281	462.65
190292	FLINN SCIENTIFIC INC	PO-330862	256.61
190293	FOLLETT LIBRARY RESOURCES	PO-331185	234.71
		PO-331189	430.00
		PO-331193	160.79
		PO-331195	155.64
		PO-331201	410.41
		PO-331205	520.43
		PO-331208	591.51
190294	FUSIONSTORM	PO-330917	6,653.08
190295	GOLDEN RULE BINDERY	PO-331535	461.26
		PO-331536	1,396.70
		PO-331738	631.55
190296	HANDWRITING W/O TEARS	PO-330344	1,668.24
		PO-331465	2,355.53
		PO-331466	1,281.07
		PO-331470	2,066.25
		PO-331472	2,148.90
		PO-331477	1,024.87
		PO-331478	1,173.63
		PO-331484	1,537.29
		PO-331486	2,314.21
		PO-331487	1,223.23
		PO-331492	1,405.05
		PO-331497	1,793.51
		PO-331498	1,537.31
		PO-331500	1,124.04
190297	HOUGHTON MIFFLIN HARCOURT	PO-330596	4,201.96
		PO-330623	20,913.55
190298	HUFCOR	PO-331249	10,986.00
190299	IMAGE 2000	PO-331394	829.08
		PO-331599	254.88

Board of Trustees Warrant Listing  
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Warrant Number	Name of Payee	Reference Number	Amount
190300	LA HABRA FENCE CO INC	PO-331554	1,127.00
		PO-331555	4,863.00
190301	LAKESHORE LEARNING MATLS	PO-330773	11.28
		PO-331405	1,278.35
190302	LEARNING A-Z	PO-330647	89.95
190303	CALIFORNIA DEPT OF EDUCATION	PO-331751	1,800.00
190304	CITY OF SAN JUAN CAPISTRANO	PO-330226	4,990.31
190305	MOULTON NIGUEL WATER	PO-330245	15,308.52
190306	SAN DIEGO GAS & ELECTRIC	PO-330248	55,934.64
190307	SANTA MARGARITA WATER	PO-330247	15,841.32
190308	SO CAL GAS CO	PO-330249	4,541.82
190309	SO COAST WATER DIST	PO-330224	10,236.93
190310	SOUTHERN CALIFORNIA EDISON	PO-330250	12,254.97
190311	CAPISTRANO CONNECTIONS ACADEMY	PO-330299	814,501.76
190312	CAPO-LAGUNA BEACH ROP	PO-331422	412,572.53
190313	COMMUNITY ROOTS	PO-330302	145,951.00
190314	DELL FINANCIAL SERVICES	PO-332011	16,975.08
190315	JOURNEY CHARTER SCHOOL	PO-330301	128,417.00
190316	OPPORTUNITY FOR LEARNING	PO-331810	52,079.00
190317	OXFORD ACADEMY	PO-330300	281,247.00
190318	PALI MOUNTAIN INSTITUTE	PO-331972	1,500.00
190319	COPPER HILLS YOUTH CENTER	PO-330126	5,386.50
190320	FRIEHLING, JAY AND BERNICE	PO-330973	198.42
190321	GOODWILL INDUSTRIES OF ORANGE	PO-330755	1,080.00
190322	HEAR NOW DBA ABRAMSON	PO-330719	1,508.75
190323	HERITAGE SCHOOLS INC	PO-330680	10,779.48
190324	KRANTZ, TRICIA	PO-330483	2,393.40
190325	LCRA TRUST	PO-331414	5,652.50
190326	MCCOY, MICHAEL AND PAM	PO-330358	11,205.00
190327	PATTERSON, PAMELA	PO-330771	2,700.00
190328	SHACK-LAPPIN, CAROL	PO-330751	2,643.75
190329	SOLIAANT HEALTH INC	PO-331113	3,886.00
190330	SPECTRUM CENTER ROSSIER PARK	PO-331948	1,788.00
190331	THERAPEUTIC EDUCATION CENTER	CM-140059	105.00-
		PO-330130	900.00
		PO-330131	1,800.00
		PO-330630	2,119.00
		PO-330631	1,575.00
		PO-330632	1,575.00
190332	STEIN, CHRISTINE	PO-330563	2,380.00
190333	HOROWITZ, DEBRA L	PO-330924	100.00
190334	JUDY LEMM CONSULTING	PO-324030	1,038.00
190335	DANNIS WOLIVER KELLEY	PO-331676	6,272.00
		PO-331679	9,560.39
190336	STUTZ ARTIANO SHINOFF & HOLTZ	PO-331133	4,194.84

Board of Trustees Warrant Listing  
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Warrant Number	Name of Payee	Reference Number	Amount
190337	CASBO	PV-140894	135.00
190338	EDUCATIONAL DESIGN LLC	PO-331978	590.00
190339	GLASPELL, STEFANIE	PV-140890	225.00
190340	GODFREY, NICOLE	PV-140887	399.00
190341	JACKSON-BOOTHBY, CHANTELE	PV-140891	62.72
190342	JOCHAM, SARA	PV-140888	345.60
190343	OCDE	PO-330667	425.00
190344	WYNNE, LAUREN	PV-140889	208.79
190345	FORCHE, JEANINE	PV-140892	54.00
190346	YOGI, STACY	PV-140893	27.96
190347	CORVEL CORPORATION	PO-330313	157,431.08
190348	BENS ASPHALT	PO-330595	2,100.00
190349	CONSOLIDATED ELECT DISTR	PO-330433	1,822.30
190350	PACIFIC MOBILE HOME CONS	PO-330927	6,680.00
		PO-330928	20,538.00
		PO-331288	5,935.00
190351	PACIFIC PLUMBING COMPANY OF	PO-331262	358.26
190352	PACIFIC ROOFING SYSTEMS	PO-325008	2,479.00
190353	SOUTH COAST FIRE PROTECTION	PO-331243	6,461.00
		PO-331245	500.00
190354	1ST JON	PO-330413	605.00
190355	ALLIANCE PUBLISHING	PO-330296	1,000.95
190356	ASCD	PO-330297	134.64
190357	BADEN SPORTS INC	PO-331576	55.25
190358	BATTERIES PLUS	PO-330237	1,392.58
190359	BIOMETRICS4ALL INC	PO-331048	960.00
190360	CALIFORNIA WESTERN VISUALS	PO-331041	56,972.78
190361	CAPISTRANO GOLF CARS	PO-331446	4,418.38
		PO-331447	753.08
		PO-331448	500.00
190362	COMPLETE OFFICE OF CA	PO-330088	55.38
		PO-330330	9.66
		PO-330362	12.19
		PO-330718	53.54
		PO-331777	440.58
190363	CONTRACT PAPER GROUP INC.	PO-331635	2,669.76
190364	CROWN VALLEY TRANS	PO-331629	1,872.00
190365	DANIELS TIRE SERVICE	PO-330869	1,370.35
190366	FOLLETT EDUCATIONAL SVC	PO-331372	1,147.39
		PO-331387	3,610.98
		PO-331722	820.80
		PO-331767	905.58
190367	FOLLETT LIBRARY RESOURCES	PO-331200	434.88
		PO-331216	211.67
190368	GANAHL LUMBER	PO-330225	3,538.02

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2013-14 =====\*  
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Warrant Number	Name of Payee	Reference Number	Amount
190369	GAYLORD BROS INC	PO-331913	650.23
190370	GOLDEN RULE BINDERY	PO-331727	631.55
		PO-331731	940.26
		PO-331737	203.20
190371	GOLDEN STAR TECHNOLOGY INC.	PO-331443	287.19
190372	DELTA PUBLISHING COMPANY	PO-330820	34.45
190373	EXECUTIVE ENVIRONMENTAL SVCS	PO-331966	2,196.23
190374	AUGUSTIN EGELSEE LLP	PO-332059	4,000.00
190375	BERKOWITZ, SUSAN	PO-330008	451.02
190376	CRARY, BRENDA	PO-330011	1,814.40
190377	GARCIA, IRMA R.	PO-330003	2,622.00
190378	KIM AND/OR, CHANDRA	PO-331723	160.12
190379	MARDAN CENTER OF ED	PO-330629	3,096.00
		PO-330645	344.00
		PO-330652	3,096.00
		PO-332003	2,580.00
		PO-332004	2,752.00
190380	MOLDAUER, PAMELA S.	PO-330894	2,220.00
190381	ORANGE COUNTY THERAPY SERVICE	PO-330010	6,240.00
190382	WERTHEIMER-GALE & ASSOCIATES	CL-131400	58.50
		CL-131406	643.50
		CL-131407	214.50
		CL-131408	780.00
		CL-131409	208.00
		CL-131410	221.00
		CL-131411	169.00
		CL-131719	84.50
		PO-331118	156.00
190383	DANNIS WOLIVER KELLEY	PO-331676	918.75
190384	NvLS PROFESSIONAL SERVICES LLC	PO-330137	9,500.00
190385	STUTZ ARTIANO SHINOFF & HOLTZ	PO-331133	144.00
190386	ANTIFAE, DONNA	PV-140924	64.75
190387	BUREAU EDUC & RESEARCH	PO-331883	705.00
190388	PETTEY, STEPHANIE	PV-140934	304.76
190389	WADA, LISA	PV-140926	60.33
190390	ART MASTERS	PO-331677	2,154.00
190391	CINTAS DOCUMENT MANAGEMENT	PO-331123	672.00
		PO-331270	84.00
190392	CINTAS FIRST AID & SAFETY	PO-331739	143.29
190393	ALAM, YASMINE	PV-140928	88.00
190394	AQUILAR, NATHANIEL	PV-140927	62.00
190395	BACHMAYER, BRADLEY	PV-140929	28.00
190396	BAILEY, KIM	PV-140930	75.60
190397	EDWARDS, MICHAEL	PV-140931	87.00
190398	FROST, KIERAN	PV-140932	80.00

Board of Trustees Warrant Listing  
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Warrant Number	Name of Payee	Reference Number	Amount
190399	IRIBARNE, MARCUS	PV-140935	15.00
190400	LEBLANK, MADISON	PV-140936	82.00
190401	MCMURRAY, MICHAEL	PV-140937	28.08
190402	SMITHWA, TATUM	PV-140938	130.00
190403	GAFFNEY, LANETT	PV-140933	4.85
190404	MARKERBOARD PEOPLE	PO-331758	378.00
190405	MCGRAW-HILL COMPANIES	PO-331770	2,257.39
190406	MERCURY DISPOSAL SYSTEM INC	PO-331085	568.31
190407	MOBILE COMM REPAIR INC	PO-331272	816.48
190408	MUSIC & ARTS	PO-330135	264.66
190409	OFFICE DEPOT	PO-331375	150.57
		PO-331398	368.28
190410	OXFORD UNIV PRESS	PO-331772	2,076.25
190411	PAC TYPEWRITER & COMM	PO-331341	96.66
190412	RENAISSANCE LEARNING INC	PO-331831	7,540.10
190413	RINCON TRUCK PARTS	PO-330886	2,386.37
190414	SIDELINE POWER	PO-330716	1,500.00
190415	STAPLES ADVANTAGE	PO-330496	62.38
		PO-330572	287.11
		PO-330671	48.64
		PO-330672	50.50
		PO-330696	142.87
		PO-331358	662.27
190416	THYSSENKRUPP ELEVATOR CORP	PO-331669	827.50
190417	UNITED PARCEL SERV	PO-330155	5,900.00
190418	VISTA HIGHER LEARNING	PO-331615	9,403.59
190419	WESTERN GRAPHIX	PO-331281	626.52
190420	OFFICE DEPOT	PO-331053	503.01
190421	OFFICE DEPOT	PO-331158	180.14
190422	SMART & FINAL	PO-331154	106.81
190423	AMS.NET INC	PV-140939	86,497.42
190424	CAPISTRANO UNIFIED SCHOOL DIST	PO-330320	52,706.02
190425	CITY OF SAN JUAN CAPISTRANO	PO-330226	23,296.64
190426	MOULTON NIGUEL WATER	PO-330245	13,619.22
190427	SAN DIEGO GAS & ELECTRIC	PO-330248	107,588.05
190428	SANTA MARGARITA WATER	PO-330247	5,937.32
190429	SO CAL GAS CO	PO-330249	1,515.17
190430	SO COAST WATER DIST	PO-330224	4,999.81
190431	SOUTHERN CALIFORNIA EDISON	PO-330250	152,159.25
190432	BOWIE ARNESON WILES &	PO-330439	25,377.66
190433	COUNTY OF ORANGE-WASTE MNGT	PO-330169	988.72
190434	PACIFIC MOBILE HOME CONS	PO-331623	8,185.00
		PO-331760	2,096.00
190435	ONE STOP BINDERY	PO-330150	25.00
190436	PATHWAY COMMUNICATIONS LTD.	PO-331792	4,416.13



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Warrant Number	Name of Payee	Reference Number	Amount
190437	PEARSON ASSESSMENTS	PO-324544	33,516.00
190438	PEARSON EDUCATION	PO-331605	1,384.78
190439	PRO-ED	PO-324240	148.45
190440	RICKS TRAILER SUPPLY	PO-331321	4,844.10
190441	SCHOOL SPECIALTY	PO-330772	114.70
190442	SCOTT FORESMAN	PO-330048	12,189.55
		PO-331617	371.95
190443	SIERRA PACIFIC PUMP SALES	PO-332119	817.00
190444	SMART & FINAL	PO-330323	140.22
		PO-330366	284.73
		PO-330662	228.47
		PO-331016	174.35
		PO-331513	426.98
		PV-140945	7.80
190445	SPARKLETTES	PO-330697	55.74
		PO-331023	13.30
		PO-331024	52.55
		PO-331589	30.45
		PO-331590	220.35
		PO-331601	43.69
		PO-331653	26.60
190446	SPARKLETTES	PO-331578	10.92
		PO-331580	24.25
		PO-331581	30.97
		PO-331582	13.33
		PO-331583	10.26
		PO-331584	16.05
		PO-331585	21.18
		PO-331586	21.18
		PO-331587	34.15
		PO-331588	11.28
		PO-331591	24.22
		PO-331592	17.07
		PO-331593	3.44
		PO-331594	10.86
		PO-331595	15.35
		PO-331596	39.24
		PO-331597	2.06
		PO-331637	20.15
		PO-331653	53.99
190447	AUTISM SPECTRUM CONSULTANTS	PO-331235	2,034.00
190448	BOYS TOWN CALIFORNIA INC.	PO-330803	3,237.00
190449	HCA BHS/PS	CL-130846	24,999.00
		CL-130847	66,107.56
190450	LCRA TRUST	PO-331949	4,453.75

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Warrant Number	Name of Payee	Reference Number	Amount
190451	PARADIGM HEALTH CARE SERVICES	PO-331416	22,543.96
190452	SOLIANT HEALTH INC	PO-331113	1,675.00
		PO-331114	2,127.25
190453	TERI INC	PO-331991	3,377.36
190454	AMERICAN LOGISTICS COMPANY LLC	PO-331258	17,137.00
190455	OPPORTUNITY FOR LEARNING	PV-140943	21,140.10
190456	MOBILE MODULAR	PO-330403	610.00
190457	AMS.NET INC	PO-330826	1,286.98
		PO-330969	38,973.09
190458	ANDERSON'S	PO-330364	321.67
190459	COMPLETE OFFICE OF CA	PO-330384	92.61
		PO-331973	295.68
190460	DAKTRONICS INC	PO-331381	518.40
190461	FOLLETT LIBRARY RESOURCES	PO-331199	139.65
190462	GOLDEN RULE BINDERY	PO-331720	3,175.00
		PO-331732	6,912.61
		PO-331733	7,315.66
190463	HANDWRITING W/O TEARS	PO-331467	1,710.86
		PO-331475	2,082.78
		PO-331476	991.82
		PO-331481	2,066.25
		PO-331483	1,735.65
		PO-331489	2,008.40
		PO-331493	1,256.28
		PO-331494	1,421.60
		PO-331502	2,479.52
		PO-331619	3,785.37
190464	HD SUPPLY FACILITIES MAINTN	PO-330233	1,217.85
190465	HIRSCH PIPE & SUPPLY	PO-330166	1,139.22
190466	HOTMATH INC	PO-330656	277.50
190467	IBBS	PO-331704	910.62
		PO-331909	997.02
190468	IMAGE 2000	PO-330316	975.88
		PO-331550	523.60
190469	JOHN DEERE LANDSCAPES	PO-330417	772.10
190470	LAWNMOWERS ETC	PO-331572	5,519.22
190471	LOCAL JANITORIAL & VACUUM	PO-330206	2,417.68
190472	LOOSE IN THE LAB	PO-331248	206.66
190473	ATKINSON ANDELSON LOYA	PO-330562	151.13
190474	BEST BEST & KRIEGER LLP	PO-325201	552.00
190475	CINTAS CORP #640	PO-331131	854.30
		PV-140950	60.56
190476	CINTAS FIRST AID & SAFETY	PO-331130	1,607.35
		PO-331716	2,547.13

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Warrant Number	Name of Payee	Reference Number	Amount
190477	NCS PEARSON	CL-131537	8,600.00
		PO-331788	5,460.00
190478	NICOLE MILLER & ASSOC INC	PO-330474	3,750.00
190479	JACKSON-BOOTHBY, CHANTELE	PV-140946	60.33
190480	ROWAN, RENEE	PV-140947	70.00
190481	RUNYAN, JAMIE	PV-140948	60.33
190482	WYNNE, LAUREN	PV-140949	80.51
190483	ART MASTERS INC	PO-330564	1,603.00
		PO-330577	2,648.00
		PO-330578	1,358.00
190484	JOHNSTONE SUPPLY	-	
		PO-330418	30,521.32
190485	JOHNSTONE SUPPLY	PO-330418	6,124.10
190486	ANTONIUS, LYNDIA	PV-140953	38.42
190487	BENE, CHERI	PV-140954	177.41
190488	BLEY, ELIZABETH	PV-140955	35.03
190489	CARLISLE, TERESA	PV-140956	23.17
190490	CHRISTMAN-STURM, TRACY	PV-140957	22.04
190491	DEWEES, JULIA	PV-140958	30.51
190492	FINN, NATALIE	PV-140959	25.43
190493	HARMAN, NANCY	PV-140960	206.79
190494	KELLMAN, KATHLEEN	PV-140961	92.66
190495	MATIENZO, NINA RIE	PV-140962	172.33
190496	RIEGERT, KAREN	PV-140964	388.72
190497	ROCHE, ANN	PV-140963	263.86
190498	SHAH, RANA	PV-140965	124.30
190499	WIEDEMAN, LORI	PV-140966	83.62
190500	ARMSTRONG, WADE	PV-140967	104.00
190501	BAHR, SHAWN	PV-140968	91.00
190502	CORTEZ, PETRA	PV-140969	287.50
190503	FIGUEROA, MARIA	PV-140970	20.00
190504	PAYSEN, TAMARA	PV-140971	560.00
190505	US BANK CORP PAYMENT SYSTEM	-	
		PV-140980	1,312.70
		PV-140981	6,831.46
		PV-140986	647.87
		PV-140988	3,194.72
190506	US BANK CORP PAYMENT SYSTEM	PV-140988	6,008.21
190507	US BANK CORP PAYMENT SYSTEM	PV-140988	267.90
190508	US BANK CORP PAYMENT SYSTEM	PV-140988	261.87
190509	MARLIN COMPANY, THE	PO-331672	2,507.76
190510	MISSION AUTO SERVICE	PO-332068	6,014.50
190511	MOBILE COMM REPAIR INC	PO-331714	30.24
		PO-331801	1,284.12
190512	ORGANIZED SPORTS	PO-331823	281.23

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Warrant Number	Name of Payee	Reference Number	Amount
190513	PRAXAIR	PO-330199	265.84
190514	PREMIERE WATER SERVICES	PO-332173	1,594.40
190515	PRUDENTIAL OVERALL SUP	PO-330144	85.25
190516	SCHOLASTIC BOOK FAIRS	PO-331843	1,936.39
190517	SCHOOL LOOP	PO-331353	69,276.67
190518	SCHOOL SPECIALTY	PO-331759	83.16
190519	SEHI COMPUTER	PO-330086	359.64
		PO-331648	340.80
		PO-331959	173.40
190520	SIGNS BY CREATIONS UNLIMITED	PO-331025	10,397.88
190521	SMARDAN SUPPLY COMPANY	PO-330163	6,081.65
190522	SOUTH COAST FAMILY MEDI CENTER	PO-330392	350.00
190523	SPICERS PAPER CO	PO-330152	7,586.11
190524	SPORTS FACILITIES GROUP INC	PO-331236	1,495.00
190525	STAPLES ADVANTAGE	PO-330496	119.49
		PO-330671	6.47
		PO-330672	2,697.17
		PO-330673	376.12
190526	TEXTBOOK WAREHOUSE	PO-331907	63.36
190527	TIME FOR KIDS	PO-330288	1,253.70
190528	TREBRON COMPANY INC.	PO-332077	50,000.00
190529	ULINE	PO-330154	602.06
190530	UNITED PARCEL SERV	PO-330155	5,000.00
190531	UNITED RENTALS	PO-330208	46.07
190532	UNITED TRANSMISSION EXCHANGE	PO-330874	216.43
190533	VEX ROBOTICS INC	PO-331391	3,156.58
190534	WATERLINES TECHNOLOGIES INC	PO-331136	3,474.16
190535	WAXIE	PO-331917	58.19
190536	WEST COAST MICROSCOPE	PO-330643	1,045.76
190537	A Z BUS SALES INC	PO-330865	4,481.26
190538	AARDVARK CLAY	PO-331874	393.66
190539	ALISO VIEJO AUTO SERVICE	PO-332067	6,312.45
190540	ALPHA SOUND AND LIGHTING	PO-330239	7,138.70
190541	ANIMAL PEST MANAGEMENT SERVICE	PO-332103	3,760.00
190542	APPLE TEXTBOOKS	PO-331713	1,376.20
190543	BADEN SPORTS INC	PO-331719	450.85
190544	BARRETT-ROBINSON INC	PO-331302	3,229.82
		PV-140982	1,954.41
190545	BATTERY SYSTEMS	PO-330947	647.67
190546	BIO RAD LABORATORIES	PO-331687	340.40
190547	BJ BINDERY	PO-330147	533.00
190548	BRINKS INC.	PO-330101	157.03
190549	CAL-STATE AUTO PARTS INC	PO-331558	578.82
190550	CALIFORNIA BOILER INC.	PO-332060	4,870.00
190551	CALIFORNIA TRANSPORT	PO-331626	900.20

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Warrant Number	Name of Payee	Reference Number	Amount
190552	CHEVROLET OF IRVINE	PO-332062	85.28
190553	CLARK SECURITY	PO-330228	5,703.73
190554	CROWN VALLEY TRANS	PO-331629	3,327.20
190555	DAVIS PUBLICATIONS INC	PO-331370	2,848.82
190556	DAY LITE MAINTENANCE	PO-331292	7,207.87
190557	FREY/SCHOOL SPECIALTY INC	CL-130936	50.14
		CM-140061	85.16-
		PO-331021	305.94
190558	IMAGE 2000	PO-331402	67.00
190559	IPC USA	PO-331042	25,628.47
190560	CHINA SPROUT INC	PO-330989	224.40
190561	CULVER-NEWLIN	PO-331741	307.80
190562	JOHNSON, SHAWN & HOLLY	PO-330290	8,600.00
190563	LAW OFFICES OF MICHELLE ORTEGA	PO-331314	480.00
190564	MENDE PSY.D, SYLVIA	PO-330005	5,862.40
190565	PATTERSON, PAMELA	PO-330771	600.00
190566	PROVIDENCE SPEECH AND	PO-330833	1,282.50
190567	PYRAMID AUTISM CENTER	PO-330628	2,700.00
190568	SALAMIRAD, ALI & JODY	PO-332065	625.00
190569	DUTTON, CAROLINE	CL-131300	493.60
190570	JOCHAM, SARA	PV-140983	828.88
190571	LAWING, KORIN	PV-140984	73.40
190572	SCHOOL SERVICES OF CALIF	PO-331180	175.00
190573	WOOD, CHERYL	PV-140987	61.58
190574	NUNAN, KATIE	PV-140985	45.20
190575	OCEAN INSTITUTE	PO-332070	15,750.00
190576	OPPORTUNITY FOR LEARNING	PV-140989	2,845.09
		PV-140990	3,058.20
190577	BIRKINSHAW, SANDY	PV-140992	150.86
190578	CARDIN, PATTI	PV-140994	86.45
190579	CAUDILL, AMANDA	PV-140995	302.84
190580	CHACO, MARISSA	PV-141028	113.57
190581	CLIFT, LYNNETTE I	PV-140998	66.67
190582	COX, LINDA	PV-141000	100.57
190583	DAVIS, DANIELLE	PV-141001	66.67
190584	ENRIQUEZ, MICHELLE L	PV-141002	96.05
190585	EXWORTHY, MARK	PV-141003	271.77
190586	FARRAND, MONA	PV-141004	120.91
190587	FLYNN, MARGARET	PV-141005	74.58
190588	FRIEDLANDER, DOROTHY	PV-141006	258.77
190589	GILL, ARVINDER	PV-141007	96.05
190590	HAUN, BARBARA	PV-141008	120.91
190591	KOPELSON, KATHLEEN	PV-141009	195.49
190592	LAIDLEY, JOANIE	PV-141010	70.06
190593	MCKEE, DANISE	PV-141011	58.20

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Warrant Number	Name of Payee	Reference Number	Amount
190594	MILLER, MARIE T.	PV-141013	15.26
190595	MORAND, CARA	PV-141014	251.99
190596	ORGILL, JANELL	PV-141017	106.22
190597	PANNING LA BATE	PV-141018	27.12
190598	PARSELL, JEFFREY OR KELLY	PV-141027	374.26
190599	SCHOOLER, DEBORAH	PV-141019	111.87
190600	SHOFNER, BRIANNA	PV-141020	34.47
190601	SELING, TARA	PV-141021	80.23
190602	SOLTIS, PAMELA	PV-141022	161.03
190603	VARGAS, DAVID	PV-141023	244.65
190604	WESTON, KELLY	PV-141024	66.11
190605	WOBST, JUDY	PV-141025	10.17
190606	WOLFSON, MEGHAN	PV-141026	189.84
190607	CAPE IBARA, AMY	PV-140993	24.86
190608	COPE, MARY	PV-140999	119.22
190609	MCMURRAY, JOYCE	PV-141012	118.65
190610	NUNAN, KATIE	PV-141015	232.78
190611	EMPLOYMENT DEVELOPMENT DEPT	PO-332020	1,559.03
190612	STATE BD EQUALIZATION	PV-141030	2,186.00
190613	US BANK	PO-331424	2,984.43
190614	CORVEL CORPORATION	PO-330636	80,500.00
190615	CAPISTRANO UNIFIED SCHOOL DIST	PO-330320	45,146.23
190616	CHLIC-CHICAGO	PO-330333	29,944.78
		PO-330336	14,748.76
190617	UNUM LIFE INSURANCE	PO-330339	9,015.12
190618	CORVEL CORPORATION	PO-330400	10,754.28
364 Warrants			\$4,054,752.19

**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
Certified Transportation Services, Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
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
Edenco, Inc.	RFQ/P No. 2-1011, Construction Manager/District Representative	9/28/2010
Fieldman Rollapp & Associates	RFQ No. 8-1011, Financial Advisory Services	1/9/2012
Fusionstorm	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
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
Hollandia Dairy	Bid No. 1011-08 Milk and Dairy Products	3/8/2011
Hot Dogger Tours, Inc. dba Gold Coast Tours	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Illuminate Education, Inc.	RFQ No. 7-1011 Student Assessment Data Management System	5/25/2011
Insight Systems Exchange	Bid No. 1112-15 Refurbished Computer Equipment	10/24/2012
IPC (USA), Inc.	Multi-District Cooperative Bid No. 108-13, Fuel (Gasoline and Diesel)	7/24/2013
JFK Transportation, Co., Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Johnstone Supply	County of Orange Contract No. MA-080-1701016 - Air Conditioning, Refrigeration Equipment, Parts & Supplies	8/24/2011
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. 1011-07 Co-Curricular Bus Service	11/9/2010
Pacific Plumbing Co. of Santa Ana, Inc.	Bid No. 1213-01 - Plumbing Services	5/23/2012
Pacwest Air Filter	Palo Verde Unified School District Bid No. 111201, HVAC Filters and Installation	6/27/2012
Paradigm Health Care Services	RFP No. 6-0910 Medi-Cal Billing Services	6/15/2010
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
Roadways International, Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Safeco Insurance Co. of America, Liberty Mutual Insurance Company	Bid No. 1011-11, CVHS Theater	10/8/2012
School Space Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
School Specialty	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
School Specialty	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
Schools First Federal Credit Union	RFQ/P No. 1-0809 Third Party Administration Services (TPA) for Capistrano Unified School District's 403(b) Plan	2/9/2009
SectorPoint, Inc.	CMAS Contract No. 4-11-03-0492A GSA Schedule No. GS-07F-0509W Non Information Technology Goods, Civic Permits Software	8.20.12
SHI International Corp.	Wasco Union Elementary School District RFP Project No. 059-12M.1 Microsoft Products	11/14/2012
South Orange County Community College District (Saddleback)	RFP No. 1-1314, After School Enrichment Activities and Camps Program Provider	4/24/2013
Southwest School and Office Supply	Placentia Yorba Linda, Bid No. 211-12, Supplies	1/25/2012

**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
Staples Advantage	County of Orange Master Agreement No. MA-017-10011795 - Office Supplies	9/14/2010
Staples Advantage	County of Orange Master Agreement No. MA-017-10011795 - Office Supplies	5/23/2012
Stradling Yocca Carlson & Rauth	RFQ No. 10-0809 General Legal Services	12/15/2009
Stutz, Artiano, Shinoff and Holtz	RFQ No. 10-0809 General Legal Services	12/15/2009
Sysco Food Services of L.A.	Bid No. 1011-14 Grocery Products	5/9/2011
Tel-Tec Security System	CMAS 4-11-84-0037A - Security Systems	9/12/2011
Transportation Charter Services, Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Troxell Communications, Inc	Bid No. 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
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 10/16/13

2013-14

145322 AMS.NET INC	293,371.49
112173 ASCIP	1,836,962.00
049767 BENS ASPHALT	559,883.93
118161 CAPISTRANO CONNECTIONS ACADEMY	3,461,632.48
120141 CAPISTRANO UNIFIED SCHOOL DIST	1,043,910.53
015900 CAPO-LAGUNA BEACH ROP	500,889.08
146265 COMMUNITY ROOTS	642,164.22
122828 CORVEL ENTERPRISE COMP INC	865,608.49
105873 JOURNEY CHARTER SCHOOL	547,643.00
120832 METROPOLITAN EMPLOYEES	14,807,632.69
143679 NETWORK HARDWARE RESALE	257,826.00
113144 OPPORTUNITY FOR LEARNING	769,292.54
066570 ORANGE COUNTY DEPT OF EDUC	766,848.47
146264 OXFORD ACADEMY	1,339,654.48
078255 SAN DIEGO GAS & ELECTRIC	1,847,871.26
122718 SOUTHERN CALIFORNIA EDISON	621,999.51
147868 US BANK	2,456,211.80
099210 XEROX CORPORATION	515,319.06

<b>DONATED BY</b>	<b>AMOUNT</b>	<b>PURPOSE</b>	<b>SCHOOL</b>
Aliso Niguel High School PTSA	\$8,747.80	School Loop Plus and Turnitin.com	Aliso Niguel High School
Ms. Ann Ludwig		2 Violins and 2 Bows	Aliso Niguel High School
San Juan Capistrano Education Foundation	\$13,300.00	Field Trip Admission Fee	Ambuehl Elementary School
Ambuehl Elementary School PTA	\$10,500.00	Primary Music Teacher Salary	Ambuehl Elementary School
Target Take Charge of Education	\$3,856.08	Instructional Materials and Supplies	Arroyo Vista K-8 School
Arroyo Vista K-8 School PTA	\$4,229.28	Technology	Arroyo Vista K-8 School
United Way Silicon Valley	\$30.00	Technology	Bathgate Elementary School
Kroger	\$59.97	Instructional Materials and Supplies	Bathgate Elementary School
Bergeson Elementary School Foundation	\$31,500.00	Primary Music Program, Grades K-3	Bergeson Elementary School
CR&R, Incorporated	\$1,295.20	Recycling Proceeds	Canyon Vista Elementary School
Canyon Vista Elementary School PTA	\$23,828.00	Instructional Aides	Canyon Vista Elementary School
Canyon Vista Elementary School PTA	\$21,000.00	Primary Music Program, Grades K-3	Canyon Vista Elementary School
Vending Plus	\$17.00	Instructional Materials and Supplies	Canyon Vista Elementary School
CR&R, Incorporated	\$999.98	Guidance Department	Capistrano Valley High School
Capistrano Valley High School Foundation	\$6,110.72	SchoolLoop	Capistrano Valley High School
Castille Elementary School PTA	\$10,500.00	Instructional Materials and Supplies	Castille Elementary School
Target Take Charge of Education	\$1,351.63	Instructional Materials and Supplies	Chaparral Elementary School
Concordia Elementary School PTA	\$20.00	Emergency Supplies	Concordia Elementary School
Concordia Elementary School PTA	\$4,960.00	5th Grade Camp Deposit	Concordia Elementary School
Concordia Elementary School PTA	\$425.00	Emergency Preparedness	Concordia Elementary School
Concordia Elementary Education Foundation	\$12,000.00	Instructional Assistant - Science	Concordia Elementary School
Concordia Elementary Education Foundation	\$19,734.67	Technology	Concordia Elementary School
PG&E Corporation	\$302.40	Instructional Materials and Supplies	Concordia Elementary School
Concordia Elementary School PTA	\$1,468.00	Instructional Materials and Supplies	Concordia Elementary School
Concordia Elementary School PTA	\$1,000.00	Kindergarten Support	Concordia Elementary School
PG&E Corporation	\$302.40	Instructional Materials and Supplies	Concordia Elementary School
Dana Hills High School PTSA	\$6,844.80	SchoolLoop Account	Dana Hills High School
Kroger	\$361.13	Instructional Materials and Supplies	Del Obispo Elementary School
Don Juan Avila Elementary School PTA	\$21,000.00	Primary Music Teacher Salary	Don Juan Avila Elementary School
UBS Matching Gift Program	\$250.00	Music Program	Don Juan Avila Middle School
George White Elementary School Booster C	\$1,000.00	ETAP Tech Site Coordinator	George White Elementary School
Pacific Life Foundation	\$10,000.00	Classified Instructional Salaries	John S. Malcolm Elementary School
Vending Plus	\$22.60	Instructional Materials and Supplies	John S. Malcolm Elementary School
Target Take Charge of Education	\$478.89	Instructional Materials and Supplies	John S. Malcolm Elementary School
John Malcolm Elementary School PTA	\$4,210.00	ST Math Student Renewal License	John S. Malcolm Elementary School
John Malcolm Elementary School PTA	\$10,500.00	2013/2014 Kindergarten Music Program	John S. Malcolm Elementary School
South Coast Children's Society	\$162.50	5th Grade Outdoor Science School	Ladera Ranch Elementary School
Ladera Ranch Education Foundation, Inc.	\$6,060.00	Instructional Materials and Supplies	Ladera Ranch Elementary School
CR&R, Incorporated	\$1,036.10	Instructional Material and Staff Development	Ladera Ranch Middle School
Ladera Ranch Middle School PTA	\$9,873.71	Technology	Ladera Ranch Middle School
Ladera Ranch Education Foundation, Inc.	\$10,679.00	Technology	Ladera Ranch Middle School
Ladera Ranch Middle School PTA	\$9,532.56	Laptops	Ladera Ranch Middle School
Las Flores Elementary School	\$4,834.08	Technology	Las Flores Elementary School

<b>DONATED BY</b>	<b>AMOUNT</b>	<b>PURPOSE</b>	<b>SCHOOL</b>
Mrs. Kremeria Dimitrovia	\$125.00	Early Childhood Programs	LL - Hidden Hills Elementary School
Mr. and Mrs. Ray Carter	\$125.00	Early Childhood Programs	LL - Las Palmas Elementary School
Mr. and Mrs. Scott Jones	\$125.00	Early Childhood Programs	LL - Las Palmas Elementary School
Mr. and Mrs. Vital Sipelis	\$125.00	Early Childhood Programs	LL - Las Palmas Elementary School
Mr. and Mrs. B. Craig Mason	\$125.00	Early Childhood Programs	LL - Las Palmas Elementary School
Mr. and Mrs. James Nielsen	\$125.00	Early Childhood Programs	LL - Las Palmas Elementary School
Mr. and Mrs Jeremiah Klein	\$125.00	Early Childhood Programs	LL - Las Palmas Elementary School
Ms. Gisela Maria Howard	\$125.00	Early Childhood Programs	LL - Viejo Elementary School
Ms. Sandra Fontal	\$130.00	Early Childhood Programs	LL - Viejo Elementary School
Mr. and Mrs. Ben Hoezel	\$125.00	Early Childhood Programs	LL - Viejo Elementary School
Moulton Elementary School PTA	\$1,358.00	Art Master's - 1st Installment	Moulton Elementary School
RMIQ	\$20,000.00	Classified Instructional Salaries	Moulton Elementary School
Newhart Middle School PTA	\$3,273.60	SchoolLoop Account	Newhart Middle School
Ms. Sandi Morinka		1 Violin, 1 Viola, and 1 Cello	Niguel Hills Middle School
Palisades Elementary School PTA	\$427.50	Instructional Materials and Supplies	Palisades Elementary School
Kroger	\$26.57	Instructional Materials and Supplies	Palisades Elementary School
Palisades Elementary School PTA	\$131.88	Art Master Supplies	Palisades Elementary School
Rose Donuts & Café	\$300.00	Instructional Materials and Supplies	Philip Reilly Elementary School
Reilly School Foundation	\$151.20	Instructional Materials and Supplies	Philip Reilly Elementary School
Reilly School Foundation	\$777.60	Instructional Materials and Supplies	Philip Reilly Elementary School
Kroger	\$85.71	Instructional Materials and Supplies	Philip Reilly Elementary School
R.H. Dana ENF PTA	\$1,100.00	Non-Instructional Supplies	R.H. Dana ENF
R.H. Dana ENF PTA	\$300.00	Non-Instructional Supplies	R.H. Dana ENF
Vending Plus	\$58.08	Non-Instructional Supplies	R.H. Dana ENF
San Juan Elementary School PTA	\$907.44	Cougar Folders 2013-2014 School Year	San Juan Elementary School
Ladera Ranch Education Foundation, Inc.	\$6,342.00	Instructional Supplies	San Juan Hills High School
Tesoro High School PTSA	\$5,867.68	SchoolLoop Reimbursement	Tesoro High School
Tesoro High School PTSA	\$4,760.10	Turnitin.com Reimbursement	Tesoro High School
Ladera Ranch Education Foundation, Inc.	\$6,090.00	Instructional Materials and Supplies	Tesoro High School
United Way Silicon Valley	\$69.23	Student Supervisor Additional Hours	Tijeras Creek Elementary School
Tijeras Creek Elementary School Booster Club	\$6,000.00	Classified Instructional Salaries	Tijeras Creek Elementary School
Kroger	\$15.90	Student Supervisor Additional Hours	Tijeras Creek Elementary School
Kroger	\$24.32	Student Supervisor Additional Hours	Tijeras Creek Elementary School
Tijeras Creek Elementary School Booster Club	\$5,000.00	Laptops for Computer Lab	Tijeras Creek Elementary School
Forster Ranch Education Foundation	\$5,000.00	Professional Consulting Services	Truman Benedict Elementary School
Mako Education Foundation	\$16,975.08	Dell 4-year Lease Agreement - Final Payment	Vista del Mar Elementary School
Vista del Mar Elementary School PTA	\$1,000.00	Meet the Masters Deposit	Vista del Mar Elementary School
Vista del Mar Elementary School PTA	\$1,000.00	5th Grade Outdoor Science School Deposit	Vista del Mar Elementary School
Vista del Mar Middle School PTA	\$1,418.56	SchoolLoop Renewal	Vista del Mar Middle School
Wagon Wheel Elementary School PTA	\$5,053.43	Classified Instructional Salaries	Wagon Wheel Elementary School
Wagon Wheel Elementary School PTA	\$15,780.74	Certificated Personnel Salaries	Wagon Wheel Elementary School
Gen Youth Foundation	\$1,000.00	PE Equipment	Wood Canyon Elementary School
	\$385,933.12		

NOVEMBER 06, 2013 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
ICA	1314107	3	Title 1 SES	Keep Hope Alive Project	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/2013-11/14/2014	\$ 7,341.20
ICA	1314108	3	Title 1 SES	Friendly Community Outreach Center	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/2013-11/14/2014	\$ 7,341.20
ICA	1314115	3	Title 1 SES	!MathWiz	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/2013-11/14/2014	\$ 7,341.20
ICA	1314116	3	Title 1 SES	Achievement Matters, Incorporated	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/2013-11/14/2014	\$ 7,341.20
ICA	1314117	3	Title 1 SES	123 Math & Reading, Incorporated	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/2013-11/14/2014	\$ 7,341.20
ICA	1314118	3	Title 1 SES	!! 1 Computadora Gratis Para Ti ! Incorporated	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/2013-11/14/2014	\$ 7,341.20
ICA	1314119	3	Title 1 SES	!A+ Computer Assisted Tutoring	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/2013-11/14/2014	\$ 7,341.20
ICA	1314120	3	Title 1 SES	#1 Academia de Servicio de Tutoria	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/2013-11/14/2014	\$ 7,341.20
ICA	1314121	3	Title 1 SES	HT Learning Center	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/2013-11/14/2014	\$ 7,341.20
ICA	1314122	3	Title 1 SES	!! #1 At-Home Tutors, Incorporated	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/2013-11/14/2014	\$ 7,341.20
ICA	1314123	3	Title 1 SES	1-on-1 Learning with Laptops	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/2013-11/14/2014	\$ 7,341.20
ICA	1314124	3	Title 1 SES	The Academic Advantage	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/2013-11/14/2014	\$ 7,341.20
ICA	1314125	3	Title 1 SES	!!! 1st Choice Android Smart-Phone Tutoring	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/2013-11/14/2014	\$ 7,341.20
ICA	1314126	3	Title 1 SES	!#1 Touch-Screen Tablet Computer Tutoring	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/2013-11/14/2014	\$ 7,341.20
						TOTAL	\$ 102,776.80

NOVEMBER 06, 2013 BOARD MEETING  
DISTRICT STANDARDIZED  
INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

## EXTENSIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	FINANCIAL IMPACT
ICA	1213125	3	Education	Basic Educational Services Team, Inc.	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/2013-11/14/2014	\$ 7,341.20
ICA	1213126	3	Education	Club Z! In-Home Tutoring Services, Inc.	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/2013-11/14/2014	\$ 27,896.56
ICA	1213128	3	Education	UROC Learning Institute	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/2013-11/14/2014	\$ 9,543.56
ICA	1213135	3	Education	Total Education Solutions	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/2013-11/14/2014	\$ 9,543.56
ICA	1213138	3	Education	A Tree of Knowledge Educational Services, Inc.	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/2013-11/14/2014	\$ 14,682.40
ICA	1213140	3	Education	Applied Scholastics International	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/2013-11/14/2014	\$ 7,341.20
ICA	1213149	3	Education	!Ace Tutoring Services, Inc.	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/2013-11/14/2014	\$ 44,047.20
ICA	1213151	3	Education	Oxford Tutoring Center	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/2013-11/14/2014	\$ 64,602.56
ICA	1213152	3	Education	iAprende! Tutoring	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/2013-11/14/2014	\$ 56,527.24
ICA	1213153	3	Education	Professional Tutors of America Incorporated	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/2013-11/14/2014	\$ 44,047.20
ICA	1213155	3	Education	Sylvan Learning of Laguna Niguel operated by Sayva Learning, LLC	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/2013-11/14/2014	\$ 22,023.60
TOTAL							\$ 307,596.28

## RATIFICATION EXTENSION

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
PSA	1213119	3	Special Ed	Stepping Stones Speech Pathology	Provide Speech Language Pathology Services to CUSD Students	9/25/13-9/24/14	\$ 24,000.00
TOTAL							\$ 24,000.00

ICA - Independent Contractors Agreement



NOVEMBER 06, 2013 BOARD MEETING  
DISTRICT STANDARDIZED  
INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

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.



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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;

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

**CONTRACTOR**

Signature \_\_\_\_\_

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

Title:

Address

Email Address:

FEIN/SSN

EXHIBIT A

# Keep Hope Alive Project

18808 Stefani Ave, Cerritos, CA 90703

562-326-4411, [keephopealiveinc@aol.com](mailto:keephopealiveinc@aol.com)

September 24, 2013,

Dear Mr. Buckman,

Per your request, Keep Hope Alive Project Fee Schedule is as follows:

Hourly Rate-----\$60.00

Mode of Instruction:-----1:1, 1:3, 1:5, 1:6

Thanks

Sincerely,

Roseline Amuchie, CEO

**INDEPENDENT CONTRACTOR AGREEMENT**

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**FRIENDLY COMMUNITY OUTREACH CENTER**

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**Term of Agreement.** The term of this base Agreement is for one year commencing November 15, 2013 through November 14, 2014, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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**DISTRICT****CONTRACTOR**

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

Name: Terry Fluent

Title: Director, Purchasing

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

Signature \_\_\_\_\_

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

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

Address \_\_\_\_\_

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

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



# Hourly Rate

One to One: \$50.00

Small group (less than 5): \$50.00



## INDEPENDENT CONTRACTOR AGREEMENT

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### ! MATHWIZ

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By:

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Title: Director, Purchasing

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

Signature

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

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

Address \_\_\_\_\_

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

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

EXHIBIT A



1157 W. Mission Ave #460403, Escondido, CA 92046-7018

1.888.MathWiz 1.888.628.4949

**FEE Schedule for ! MathWiz**

Tutoring	Fee
In-Home or Public Library (1: 1) tutoring	\$66.00
Small Group (1:2, 1: 3)	\$66.00





## INDEPENDENT CONTRACTOR AGREEMENT

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### ACHIEVEMENT MATTERS, 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;

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

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

**FEE SCHEDULE & HOURLY RATE FOR CAPISTRANO UNIFIED SCHOOL DISTRICT**

Achievement Matters, Inc. ~~hourly tutoring rate is \$50 per session~~. Tutoring sessions last approximately 1 hour.

According to the PPA of \$734.12 for Capistrano Unified School District, Achievement Matters can provide 14.5 sessions/hours of tutoring per student.

Tutor to student ratio is 1:1 for individual sessions.

Tutor to student ratio is 1:2 or 1:3 for small group sessions.

All tutoring sessions are conducted in-person, face-to-face.



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### 123 MATH & READING, INCORPORATED

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

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

EXHIBIT A

1 2 3 MATH – Capistrano Fee Schedule

Designated District Liaison: Kira Krupovlyanskaya.

Telephone: 877-251-6284 Email:director@123math.org.

Billing Address/Billing Designee: 2252 Beverly Blvd. #201 , Los Angeles, CA 90057

Parent Contact: Irene Pinzon Santos

Parent Contact Phone Number: 877-251-6284. Email: isantos@123math.org.

1. CDE approved tutoring grade levels: K-12.

2. Hourly fee per student: \$60

3. Total number of hours of tutoring each student will receive through SES (based on 13-14 PPA of \$734.12): 12 hours

Invoices will be in by the 15<sup>th</sup> of each month.

4. Average number of hours per week: 1-10 hrs per parent/district approval

5. CDE-approved content areas/subjects:

☐ Reading/Language Arts

☒ Math

☐ Science

6. Special Populations Served: ☒ English Learners ☒ Students with Disabilities

7. Instructional Format

☐ 1 to 1 online ☐ Small group online ☒ 1 to 1 in person

☒ Small group, in-person (2-5 students) ☐ Group Instruction (6-10 students)

Staff to student ratio (i.e. 1 teacher to 5 students):1 to 1 to 1 to 4 per parent/district discretion/approval.



## INDEPENDENT CONTRACTOR AGREEMENT

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### ! 1 COMPUTADORA GRATIS PARA TI! INCORPORATED

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

Signature \_\_\_\_\_

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

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

Address \_\_\_\_\_

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

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

# **! I Computadora Gratis para Ti ! Inc.**

2885 Sanford Ave SW #20508, Grandville, MI 49418

Phone #: 800-803-1548 | Fax: 425-696-0254

E-Mail: [computadora.gpt@gmail.com](mailto:computadora.gpt@gmail.com)

---

## **Fee Schedule**

Hourly Rate: \$75

Student Teacher Ratio: 1:1



## INDEPENDENT CONTRACTOR AGREEMENT

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### **! A+ COMPUTER ASSISTED TUTORING**

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

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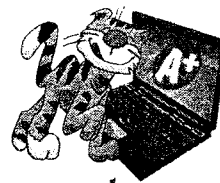
Email Address: \_\_\_\_\_

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



# Computer Assisted Tutoring

EXHIBIT A



Many Locations  
to serve you!  
Please Call  
1-800-700-2758  
[www.aplus4u.com](http://www.aplus4u.com)

*To get an A+ come study with us!*

## FEE SCHEDULE

Tutoring	Fee
In-home	\$100 per hour/per student
Small Group	\$100 per hour/per student





## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of November 14, 2013, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the contractor listed below ("**Contractor**"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

### #1 ACADEMIA DE SERVICIO DE TUTORIA

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

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**CONTRACTOR**

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Title: Director, Purchasing

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

Signature \_\_\_\_\_

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

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

Address \_\_\_\_\_

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

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

EXHIBIT A

#1 Academia de Servicio de Tutoria  
(Fee Schedule)

Hourly Rate: \$45.00 per hour per student

Hours Offered:16:19

Student Ratio: 1:1 or 1:5



## INDEPENDENT CONTRACTOR AGREEMENT

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### HT LEARNING CENTER

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

Address \_\_\_\_\_

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

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

EXHIBIT A



Fee: \$50/hr  
Student Tutor Ratio: 1 to 1



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### **!!#1 AT-HOME TUTORS, 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 \$7,341.20 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 November 15, 2013 through November 14, 2014 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

**DISTRICT**

**CONTRACTOR**

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

Name: Terry Fluent

Title: Director, Purchasing

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

Signature \_\_\_\_\_

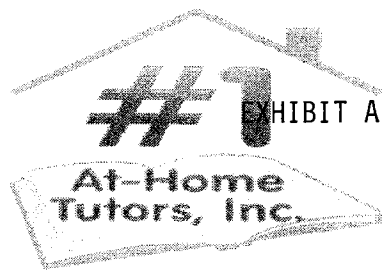
Name: \_\_\_\_\_

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

Address \_\_\_\_\_

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

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



### Fee Schedule

Company name: !! # 1 At-Home Tutors, Inc.

Primary Contact Person: Ruben Diaz, Manager

Mailing Address: P.O. Box 90238 Los Angeles, Ca 90009

E-mail Address: ses@athometutors.net

Phone: 888-928-8867

Fax: 888-738-5904

Tutor/ Student Ratio: 1:1

!! # 1 At-Home Tutors, Inc. offers highly effective, specialized one-on-one instruction in the convenience of each student's home or public location such as a public library. Our tutors focus not only on academic improvement, but on building each child's confidence and self-esteem.

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

Name/Title: Ruben Diaz, Manager

Date: 9/18/2013



## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of November 7, 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").

### 1-ON-1 LEARNING WITH LAPTOPS

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$7,341.20 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 November 15, 2013 through November 14, 2014 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

**DISTRICT**

**CONTRACTOR**

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

Name: Terry Fluent

Title: Director, Purchasing

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

Signature \_\_\_\_\_

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

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

Address \_\_\_\_\_

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

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

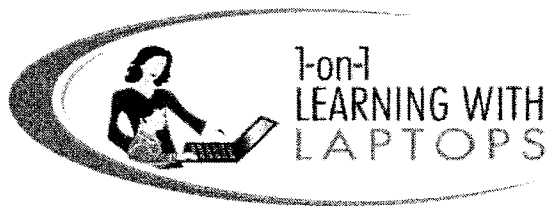


EXHIBIT A

## Fee Schedule

Company name: 1-on-1 Learning with Laptops

Primary Contact Person: Denise Brambila

Title: Manager, SES

Mailing Address: P.O. Box 881536 Los Angeles, CA 90009

E-mail Address: [info@1on1laptops.com](mailto:info@1on1laptops.com)

Phone: 877-588-8677

Fax: 877-260-4478

Hourly Rate: \$73.41

Tutor/ Student Ratio: 1:1

1-on-1 Learning With Laptops is a tutoring company that will provide in-home, one-on-one instruction in English-language arts and mathematics for grades K-12. Students who work with our company will be provided with a laptop computer, and then work face to face with a tutor in a one-on-one setting in their home or another preferred location such as the public library to access instructional resources specifically tailored to their academic weaknesses and learning styles.

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

Name/Title: Denise Brambila. Manager, SES

Date: 9/18/2013

5777 W. Century Blvd., Suite 302, Los Angeles, CA 90045

Tel: (877) 5-TUTORS, Fax: (877) 260-4478

Website: [www.1on1Laptops.com](http://www.1on1Laptops.com)

E-mail: [info@1on1Laptops.com](mailto:info@1on1Laptops.com)





## INDEPENDENT CONTRACTOR AGREEMENT

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### THE ACADEMIC ADVANTAGE

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

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

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**DISTRICT**

**CONTRACTOR**

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

Name: Terry Fluent

Title: Director, Purchasing

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

Signature \_\_\_\_\_

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

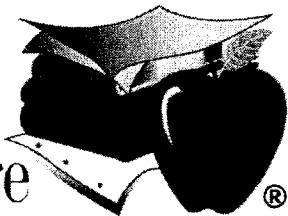
Title: \_\_\_\_\_

Address \_\_\_\_\_

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

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

*The*  
**Academic  
Advantage**



*Corporate Office*  
5777 W. Century Blvd., 3<sup>rd</sup> Floor  
Los Angeles, CA 90045  
Tel: (866) 7-TUTORS  
Fax: (800) 299-1988  
Website: [www.academicadvantage.com](http://www.academicadvantage.com)  
E-mail: [nclb@academicadvantage.com](mailto:nclb@academicadvantage.com)

---

*The Trusted Name for Specialized Tutoring<sup>®</sup>*

EXHIBIT A

Fee Schedule

Company name: Academic Advantage, The

Primary Contact Person: Daysi Bautista, SSS Manager

Mailing Address: P.O. Box 882045 Los Angeles, Ca 90009

E-mail Address: [nclb@academicadvantage.com](mailto:nclb@academicadvantage.com)

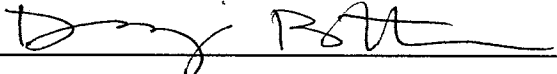
Phone: 866-788-8677

Fax: 310-473-0304

~~Hourly Rate: \$36.70~~

Tutor-Student Ratio: 1:1

The Academic Advantage offers highly effective, specialized one-on-one instruction in the convenience of each student's home or public location such as a public library. Our tutors focus not only on academic improvement, but on building each child's confidence and self-esteem.

Signature: 

Date: 9/18/2013



## INDEPENDENT CONTRACTOR AGREEMENT

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### !!! 1<sup>ST</sup> CHOICE ANDROID SMART-PHONE TUTORING

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

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

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**DISTRICT**

**CONTRACTOR**

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

Name: Terry Fluent

Title: Director, Purchasing

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

Signature \_\_\_\_\_

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

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

Address \_\_\_\_\_

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

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

EXHIBIT A

**!!! 1<sup>st</sup> Choice Android Smart-Phone Tutoring**  
**420 N. McKinley St., Suite # 111-182**  
**Corona, CA 92879**  
**Phone: (855) 313-4388**

---

**FEE SCHEDULE**

**Rate per student: \$85.00**  
**Tutor/Student Ratio: 1:1**



## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of November 7, 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").

### **! #1 TOUCH-SCREEN TABLET COMPUTER TUTORING**

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

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**DISTRICT**

**CONTRACTOR**

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

Name: Terry Fluent

Title: Director, Purchasing

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

Signature \_\_\_\_\_

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

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

Address \_\_\_\_\_

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

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

EXHIBIT A

**! # 1 Touch-Screen Tablet Computer Tutoring**  
**3576 Arlington Ave., Suite 304, Riverside, CA 92506**  
**Phone: (888) 596-1626**

---

**FEE SCHEDULE**

**Rate per student: \$85.00**  
**Tutor/Student Ratio: 1:1**

**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT  
ICA1213125**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**BASIC EDUCATIONAL SERVICES TEAM, INCORPORATED**

The Independent Contractor Agreement ICA 1213125 with Capistrano Unified School District and Basic Educational Services Team, Incorporated called for an original contract period of November 15, 2012, through November 14, 2013.

The contract with Capistrano Unified School District and Basic Educational Services Team, Incorporated, shall be extended an additional twelve (12) months, covering the period November 15, 2013, through November 14, 2014, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$7,341.20.

Except as set forth in this Extension Agreement, and Board approved on November 13, 2012, all other terms of the contract remain in full force and effect.

**CONSULTANT**

**Capistrano Unified School District**

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

Terry Fluent  
Print name

Director, Purchasing  
Title

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

**DISTRICT**

**Basic Educational Services Team,  
Incorporated**

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

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

\_\_\_\_\_  
Title

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



EXHIBIT A

Basic Educational Services Team  
28307 Newport Road  
Menifee, CA 92584

## FEE SCHEDULE

September 30, 2013

Basic Educational Services Team, Inc.  
(BEST)  
28307 Newport Road  
Menifee, CA 92584  
basicedservices@verizon.net; cbensonses@gmail.com

Total Fee: \$55.00 per hour

Student Ratio – 1:1

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

Signature

September 30, 2013

Date

Christian Benson

Name

Director of Field Operations

Title





# CAPISTRANO UNIFIED SCHOOL DISTRICT

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

## BOARD OF TRUSTEES

JOHN M. ALPAY  
PRESIDENT

LYNN HATTON  
VICE PRESIDENT

ANNA BRYSON  
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

**SUPERINTENDENT**  
JOSEPH M. FARLEY, ED.D.

September 30, 2013

Sent via e-mail: [cbensonses@gmail.com](mailto:cbensonses@gmail.com)

Basic Educational Services, Team, Inc.  
28307 Newport Road  
Menifee, CA 92584  
Attn: Christian Benson  
Phung

**Subject: Extension of Contract No. ICA 1213125, 2013-2014**

Dear Mr. Benson,

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on November 14, 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 November 15, 2013, through November 14, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

Please electronically return the fee schedule to me at [dmantifae@capousd.org](mailto:dmantifae@capousd.org) by Wednesday, October 2, 2013.

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

Donna Antifae  
Buyer/Planner, Purchasing  
Encl.



Basic Educational Services Team  
28307 Newport Road  
Menifee, CA 92584


## FEE SCHEDULE

September 30, 2013

Basic Educational Services Team, Inc.  
(BEST)  
28307 Newport Road  
Menifee, CA 92584  
basicedservices@verizon.net; cbensonses@gmail.com

Total Fee: \$55.00 per hour

Student Ratio – 1:1

  
Signature

Christian Benson  
Name

September 30, 2013  
Date

Director of Field Operations  
Title

**INDEPENDENT CONTRACTOR AGREEMENT**

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**BASIC EDUCATIONAL SERVICES TEAM, 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");

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

**Fees and Expenses.** For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$7,914.60 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

**Term of Agreement.** The term of this base Agreement is for one year commencing 11/15/2012-11/14/2013 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

**DISTRICT**

**CONTRACTOR**

By: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 11/14/12

Signature Christian Benson

Name: Christian Benson

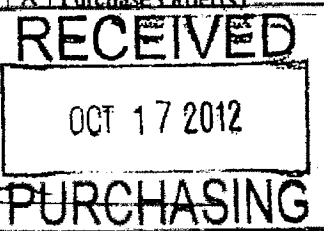
Title: Director of Field Operations

Address: 28307 Newport Road

Menifee, CA 92584

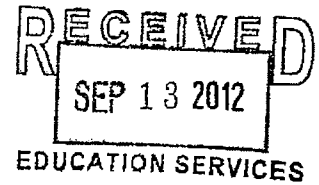
Email Address: basicedservices@verizon.net & cbenson@gsa.com

FEIN/SSN: 33-1098784





BASIC EDUCATIONAL SERVICES TEAM, INC.



### FEE SCHEDULE

September 10, 2012

Basic Educational Services Team, Inc.  
(BEST)  
28307 Newport Road  
Menifee, CA 92584  
basicedservices@verizon.net  
& cbensonses@gmail.com

Total Fee: \$63.00 per hour

Student Ratio – 1:1

  
Signature

Christian Benson  
Name

September 10, 2012  
Date

Director of Field Operations  
Title

28307 Newport Road • Menifee, CA 92584  
Telephone: 1-866-804-2378 • 951-246-2055 • Fax: 1-866-372-2504 • 951-246-2054  
Email: basicedservices@verizon.net • Web: www.basicedservices.com

We're Educators! It's our only business. We do it better than anyone else.  
Quality, Service & Dedication to the needs of children since 1999.

**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT  
ICA1213126**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**CLUB Z! IN-HOME TUTORING SERVICES, INCORPORATED**

The Independent Contractor Agreement ICA 1213126 with Capistrano Unified School District and Club Z! In-Home Tutoring Services, Incorporated called for an original contract period of November 15, 2012, through November 14, 2013.

The contract with Capistrano Unified School District and Club Z! In-Home Tutoring Services, Incorporated, shall be extended an additional twelve (12) months, covering the period November 15, 2013, through November 14, 2014, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$27,896.56.

Except as set forth in this Extension Agreement, and Board approved on November 13, 2012, all other terms of the contract remain in full force and effect.

**CONSULTANT**

**DISTRICT**

**Capistrano Unified School District**

**Club Z! In-Home Tutoring Services,  
Incorporated**

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

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

Terry Fluent  
Print name

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

Director, Purchasing  
Title

\_\_\_\_\_  
Title

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

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

EXHIBIT A  
FEE SCHEDULE

Club Z! In-Home Tutoring Services, Inc.  
Cari Diaz  
17425 Bridge Hill Court, Suite 201  
Tampa, FL 33647  
1-888-434-2582  
1-813-549-0185  
[ses@clubztutoring.com](mailto:ses@clubztutoring.com)

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

Rate of Pay & Expenses

Club Z!'s state approved hourly rate is \$48.94 per hour per student. 80% of the \$48.94 fee per hour for tutorial instruction pays for program costs associated with tutor wages, training, recruitment, background checks, on-site personnel (where applicable), etc. The remaining 20% of the hourly fee is broken down between 10% toward curriculum and program related materials, and 10% toward administrative costs. Facility usage charges (where applicable) is determined on a per case basis dependent upon the rate each school charges for facility space.

Signature Cari Diaz Date 9/30/12  
Typed or Printed Name Cari Diaz



# CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES  
JOHN M. ALPAY  
PRESIDENT

LYNN HATTON  
VICE PRESIDENT

ANNA BRYSON  
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT  
JOSEPH M. FARLEY, Ed. D.

September 30, 2013

Sent via e-mail: [ses@clubztutoring.com](mailto:ses@clubztutoring.com)

Club Z! In-Home Tutoring Services, Inc.  
17425 Bridge Hill Court, Suite 201  
Tampa, FL 33647  
Attn: Cari Diaz

**Subject: Extension of Contract No. ICA 1213126, 2013-2014**

Dear Ms. Diaz,

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on November 14, 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 November 15, 2013 through November 14, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

Please electronically return the fee schedule to me at [dmantifae@capousd.org](mailto:dmantifae@capousd.org) by Wednesday, October 2, 2013.

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

Donna Antifae  
Buyer/Planner, Purchasing  
Encl.

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

## FEE SCHEDULE

Club Z! In-Home Tutoring Services, Inc.  
Cari Diaz  
17425 Bridge Hill Court, Suite 201  
Tampa, FL 33647  
1-888-434-2582  
1-813-549-0185  
[ses@clubztutoring.com](mailto:ses@clubztutoring.com)

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

### Rate of Pay & Expenses

Club Z!'s state approved hourly rate is \$48.94 per hour per student. 80% of the \$48.94 fee per hour for tutorial instruction pays for program costs associated with tutor wages, training, recruitment, background checks, on-site personnel (where applicable), etc. The remaining 20% of the hourly fee is broken down between 10% toward curriculum and program related materials, and 10% toward administrative costs. Facility usage charges (where applicable) is determined on a per case basis dependent upon the rate each school charges for facility space.

Signature Cari Diaz Date 9/30/12  
Typed or Printed Name Cari Diaz



**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement for Contracted Services ("**Agreement**") is effective as of 11/15/2012, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the contractor listed below ("**Contractor**"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

**CLUB Z! IN-HOME TUTORING SERVICES, INC.**

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

**Fees and Expenses.** For the Contracted Services provided hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$7,914.60 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

**Term of Agreement.** The term of this base Agreement is for one year commencing 11/15/2012-11/14/2013 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

**DISTRICT**

By: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 11/14/12

**CONTRACTOR**

Signature Cari Diaz

Name: Cari Diaz

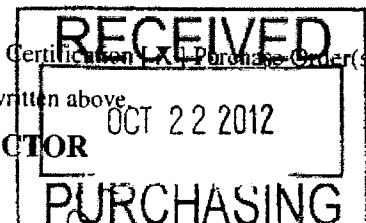
Title: VP of operations

Address: 15310 Amberly Drive, Suite 110

Tampa, FL 33647

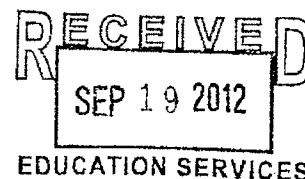
Email Address: SES@clubztutoring.com

FEIN/SSN 65-1262940



## FEE SCHEDULE

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



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

### Rate of Pay & Expenses

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

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

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

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**CLUB Z! IN-HOME TUTORING SERVICES**

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

The "not to exceed" amount on Independent Contractor Agreement No. ICA 1213126 shall be amended to \$18,203.58 for additional services requested by the District.

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

**DISTRICT**

**CONSULTANT**

**Capistrano Unified School District**

**Club Z! In-Home Tutoring Services**

By: Terry Fluent  
Signature

By: Cari Diaz  
Signature

Terry Fluent

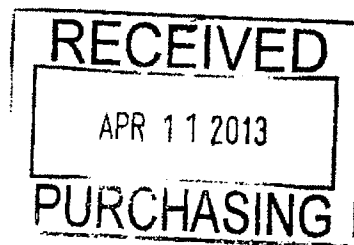
Cari Diaz  
Print Name

Director, Purchasing

VP of operations  
Title

Date: 4/15/13

Date: 4-5-2013





**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT  
ICA1213128**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**UROK LEARNING INSTITUTE**

The Independent Contractor Agreement ICA 1213128 with Capistrano Unified School District and UROK Learning Institute, called for an original contract period of November 15, 2012, through November 14, 2013.

The contract with Capistrano Unified School District and UROK Learning Institute, shall be extended an additional twelve (12) months, covering the period November 15, 2013, through November 14, 2014, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$9,543.56.

Except as set forth in this Extension Agreement, and Board approved on November 13, 2012, all other terms of the contract remain in full force and effect.

**CONSULTANT**

**Capistrano Unified School District**

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

Terry Fluent  
Print name

Director, Purchasing  
Title

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

**DISTRICT**

**UROK Learning Institute**

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

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

\_\_\_\_\_  
Title

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

EXHIBIT A

# UROK<sup>TM</sup>

## Learning Institute

Los Angeles Office, 2677 Zoe Ave. Suite #217, Huntington Park, California 90255  
Phone: 323-588-8555; Toll-Free: 1-877-358-9999; Fax: 323-588-8838; Email: [info@uroklearning.com](mailto:info@uroklearning.com)

### FEE SCHEDULE

SES Provider: Advanced Reading Solutions LLC dba UROK Learning Institute

Address: 4283 El Cajon Blvd., Suite 200, San Diego, CA 92105

Contact: Dean White, Executive Director

Phone Number: (323) 588-8383

Fax Number: (323) 588-8838

E-mail: [dean@uroklearning.com](mailto:dean@uroklearning.com)

Type of Service	Hourly Rate
One-on-One	\$45.22
Small Group	\$45.22

#### Description of Services:

##### English:

UROK Learning Institute offers English Language Arts and Math tutoring, grades K through 12. Tutoring is one-on-one and is offered in-home or at a community center. Each tutoring session is 2 hours, 1-3 days a week. UROK's Reading Intervention Programs, *Literacy Links* and *Rewards*, introduce sounds of common letter combinations and teach students how to dissect multi-syllabic words. The focus is on word decoding, vocabulary building, increasing fluency, comprehension, and writing. *Rewards Plus (Social Studies/Science)* includes a writing component and focuses on increasing comprehension of secondary-level, content-area passages. UROK's *Accelerated Math* program is tailored to your child's current level and targets their areas of weakness. UROK Learning Institute offers an array of programs that can be tailored to fit the needs of students with disabilities (IEP and 504 Plan) and English Learners (EL). Spanish-speaking tutors are available for students that need support in their primary language. On average, our students increase 1 to 2 grade levels.

##### Spanish:

UROK Learning Institute ofrece tutoría en Lectura y Comprensión y también Matemáticas, a todos los grados del kínder al 12. La tutoría es uno-a-uno, en casa o en un centro de la comunidad. Cada sesión de tutoría dura 2 horas, 1 a 3 días por la semana. Los programas principales de UROK, *Literacy Links* y *Rewards*, introducen los sonidos de las combinaciones de letras y enseña a comprender palabras de multi-silabas. Se enfoca en descifrar palabras, aumentar vocabulario, fluidez en la lectura, la comprensión y escritura. *Rewards Plus* (ciencias/historia) incluye un componente de la escritura y se enfoca en la comprensión a un nivel más avanzado, la lectura es basada en las áreas de contenido. El programa de Matemáticas, *Accelerated Math*, se adapta al nivel actual de su hijo y los objetivos de sus áreas de debilidad. UROK Learning Institute ofrece una variedad de programas que se pueden adaptar a cada estudiante con necesidades especiales (IEP ó 504 Plan) y aprendizaje de Inglés (EL). Tutores bilingües están disponibles para los estudiantes que necesitan apoyo en su primer idioma. Por lo general, estudiantes que completan nuestros programas suben un promedio de 1 a 2 niveles.

Signature:   
Typed or Printed Name/Title: Dean White, Executive Director

Date: September 6, 2012



# CAPISTRANO UNIFIED SCHOOL DISTRICT

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

## BOARD OF TRUSTEES

JOHN M. ALPAY  
PRESIDENT

LYNN HATTON  
VICE PRESIDENT

ANNA BRYSON  
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT  
JOSEPH M. FARLEY, Ed.D.

September 30, 2013

Sent via e-mail: [gabe@uroklearning.com](mailto:gabe@uroklearning.com)

Advanced Reading solutions dba UROK Learning Institute  
P.O. Box 250  
Huntington Park, CA 90255  
Attn: Dean White

**Subject: Extension of Contract No. ICA 1213128, 2013-2014**

Dear Mr. White

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on November 14, 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 November 15, 2013, through November 14, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

Please electronically return the fee schedule to me at [dmantifae@capousd.org](mailto:dmantifae@capousd.org) by Wednesday, October 2, 2013.

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

Donna Antifae  
Buyer/Planner, Purchasing  
Encl.

# U R O K<sup>TM</sup>

## Learning Institute

Los Angeles Office, 2677 Zoe Ave. Suite #217, Huntington Park, California 90255  
Phone: 323-588-8555; Toll-Free: 1-877-358-9999; Fax: 323-588-8838; Email: info@uroklearning.com

### FEE SCHEDULE

SES Provider: Advanced Reading Solutions LLC dba UROK Learning Institute

Address: 4283 El Cajon Blvd., Suite 200, San Diego, CA 92105

Contact: Dean White, Executive Director

Phone Number: (323) 588-8383

Fax Number: (323) 588-8838

E-mail: dean@uroklearning.com

Type of Service	Hourly Rate
One-on-One	\$45.22
Small Group	\$45.22

#### Description of Services:

##### English:

UROK Learning Institute offers English Language Arts and Math tutoring, grades K through 12. Tutoring is one-on-one and is offered in-home or at a community center. Each tutoring session is 2 hours, 1-3 days a week. UROK's Reading Intervention Programs, *Literacy Links* and *Rewards*, introduce sounds of common letter combinations and teach students how to dissect multi-syllabic words. The focus is on word decoding, vocabulary building, increasing fluency, comprehension, and writing. *Rewards Plus (Social Studies/Science)* includes a writing component and focuses on increasing comprehension of secondary-level, content-area passages. UROK's *Accelerated Math* program is tailored to your child's current level and targets their areas of weakness. UROK Learning Institute offers an array of programs that can be tailored to fit the needs of students with disabilities (IEP and 504 Plan) and English Learners (EL). Spanish-speaking tutors are available for students that need support in their primary language. On average, our students increase 1 to 2 grade levels.

##### Spanish:

UROK Learning Institute ofrece tutoría en Lectura y Comprensión y también Matemáticas, a todos los grados del kínder al 12. La tutoría es uno-a-uno, en casa o en un centro de la comunidad. Cada sesión de tutoría dura 2 horas, 1 a 3 días por la semana. Los programas principales de UROK, *Literacy Links* y *Rewards*, introducen los sonidos de las combinaciones de letras y enseña a comprender palabras de multi-silabas. Se enfoca en descifrar palabras, aumentar vocabulario, fluidez en la lectura, la comprensión y escritura. *Rewards Plus* (ciencias/historia) incluye un componente de la escritura y se enfoca en la comprensión a un nivel más avanzado, la lectura es basada en las áreas de contenido. El programa de Matemáticas, *Accelerated Math*, se adapta al nivel actual de su hijo y los objetivos de sus áreas de debilidad. UROK Learning Institute ofrece una variedad de programas que se pueden adaptar a cada estudiante con necesidades especiales (IEP ó 504 Plan) y aprendizaje de Inglés (EL). Tutores bilingües están disponibles para los estudiantes que necesitan apoyo en su primer idioma. Por lo general, estudiantes que completan nuestros programas suben un promedio de 1 a 2 niveles.

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

Date: September 6, 2012

Typed or Printed Name/Title: Dean White, Executive Director



**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement for Contracted Services ("**Agreement**") is effective as of 11/15/2012, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the contractor listed below ("**Contractor**"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

**UROK LEARNING INSTITUTE**

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

**Fees and Expenses.** For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$7,914.60 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

**Term of Agreement.** The term of this base Agreement is for one year commencing 11/15/2012-11/14/2013 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

**DISTRICT****CONTRACTOR**By: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 11/14/12Signature: Dean WhiteName: Dean WhiteTitle: Executive DirectorAddress: P.O. Box 250Huntington Park, CA 90255Email Address: dean@uroklearning.comFEIN/SSN: 33-0969308

# U R O K<sup>TM</sup>

## Learning Institute

Los Angeles Office, 2677 Zoe Ave. Suite #217, Huntington Park, California 90255  
Phone: 323-588-8555; Toll-Free: 1-877-358-9999; Fax: 323-588-8838; Email: [info@uroklearning.com](mailto:info@uroklearning.com)

### FEE SCHEDULE

SES Provider: Advanced Reading Solutions LLC dba UROK Learning Institute

Address: 4283 El Cajon Blvd., Suite 200, San Diego, CA 92105

Contact: Dean White, Executive Director

Phone Number: (323) 588-8383

Fax Number: (323) 588-8838

E-mail: [dean@uroklearning.com](mailto:dean@uroklearning.com)

Type of Service	Hourly Rate
One-on-One	\$45.22
Small Group	\$45.22

#### Description of Services:

##### English:

UROK Learning Institute offers English Language Arts and Math tutoring, grades K through 12. Tutoring is one-on-one and is offered in-home or at a community center. Each tutoring session is 2 hours, 1-3 days a week. UROK's Reading Intervention Programs, *Literacy Links and Rewards*, introduce sounds of common letter combinations and teach students how to dissect multi-syllabic words. The focus is on word decoding, vocabulary building, increasing fluency, comprehension, and writing. *Rewards Plus (Social Studies/Science)* includes a writing component and focuses on increasing comprehension of secondary-level, content-area passages. UROK's *Accelerated Math* program is tailored to your child's current level and targets their areas of weakness. UROK Learning Institute offers an array of programs that can be tailored to fit the needs of students with disabilities (IEP and 504 Plan) and English Learners (EL). Spanish-speaking tutors are available for students that need support in their primary language. On average, our students increase 1 to 2 grade levels.

##### Spanish:

UROK Learning Institute ofrece tutoría en Lectura y Comprensión y también Matemáticas, a todos los grados del kínder al 12. La tutoría es uno-a-uno, en casa o en un centro de la comunidad. Cada sesión de tutoría dura 2 horas, 1 a 3 días por la semana. Los programas principales de UROK, *Literacy Links* y *Rewards*, introducen los sonidos de las combinaciones de letras y enseña a comprender palabras de multi-sílabas. Se enfoca en descifrar palabras, aumentar vocabulario, fluidez en la lectura, la comprensión y escritura. *Rewards Plus* (ciencias/historia) incluye un componente de la escritura y se enfoca en la comprensión a un nivel más avanzado, la lectura es basada en las áreas de contenido. El programa de Matemáticas, *Accelerated Math*, se adapta al nivel actual de su hijo y los objetivos de sus áreas de debilidad. UROK Learning Institute ofrece una variedad de programas que se pueden adaptar a cada estudiante con necesidades especiales (IEP ó 504 Plan) y aprendizaje de Inglés (EL). Tutores bilingües están disponibles para los estudiantes que necesitan apoyo en su primer idioma. Por lo general, estudiantes que completan nuestros programas suben un promedio de 1 a 2 niveles.

Signature:   
Typed or Printed Name/Title: Dean White, Executive Director

Date: September 6, 2012

**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT  
ICA1213135**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**TOTAL EDUCATION SOLUTIONS**

The Independent Contractor Agreement ICA 1213135 with Capistrano Unified School District and Total Education Solutions, called for an original contract period of November 15, 2012, through November 14, 2013.

The contract with Capistrano Unified School District and Total Education Solutions, shall be extended an additional twelve (12) months, covering the period November 15, 2013, through November 14, 2014, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$9,543.56.

Except as set forth in this Extension Agreement, and Board approved on November 13, 2012, all other terms of the contract remain in full force and effect.

**CONSULTANT**

**DISTRICT**

**Capistrano Unified School District**

**Total Education Solutions**

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

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

Terry Fluent  
Print name

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

Director, Purchasing  
Title

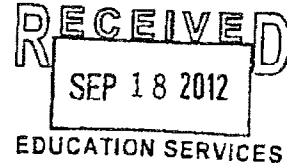
\_\_\_\_\_  
Title

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

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



## Fee Schedule



**Company Name:** Total Education Solutions  
**Address:** 625 S. Fair Oaks Ave. #200, South Pasadena, CA 91030  
**Phone:** (213) 607-4339  
**Fax:** (619) 275-4526  
**Email:** [lbarrera@tesidea.com](mailto:lbarrera@tesidea.com)

**Description of Services:** Total Education Solutions provides individualized, one-on-one tutoring through Supplemental Educational Services, designed to meet the unique learning needs of each student. We offer:

- Pre- and post-testing using standardized academic assessment tools
- Individual goals and objectives developed for each student
- Adaptation and modification of the student's assigned materials to meet the individual learning needs of students
- Supplemental materials to increase skills in English/language arts and mathematics
- Specialized services to meet the needs of special education and/or English language

**Rate of Pay & Expenses:** \$ 55.00 per hour

Signature: Nancy J. Lavelle Date: 9/12/12  
Typed or Printed Name: Nancy J. Lavelle, President and CEO



# CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES  
JOHN M. ALPAY  
PRESIDENT

LYNN HATTON  
VICE PRESIDENT

ANNA BRYSON  
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY FRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT  
JOSEPH M. FARLEY, ED.D.

September 30, 2013

Sent via e-mail: [lberrera@tesidea.com](mailto:lberrera@tesidea.com)

Total Education Solutions  
625 S. Fair Oaks Ave. #200  
South Pasadena, CA 91030  
Attn: L. Barrera

**Subject: Extension of Contract No. ICA 1213135, 2013-2014**

Dear Ms. Berrera,

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on November 14, 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 November 15, 2013, through November 14, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

Please electronically return the fee schedule to me at [dmantifae@capousd.org](mailto:dmantifae@capousd.org) by Wednesday, October 2, 2013.

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

Your understanding and assistance in this matter is appreciated.

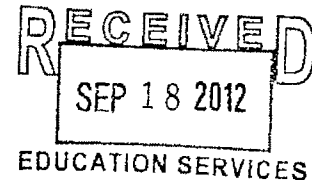
If you have any questions, please contact me at (949) 234-9444.

Sincerely,

Donna Antifae  
Buyer/Planner, Purchasing  
Encl.



## Fee Schedule



**Company Name:** Total Education Solutions  
**Address:** 625 S. Fair Oaks Ave. #200, South Pasadena, CA 91030  
**Phone:** (213) 607-4339  
**Fax:** (619) 275-4526  
**Email:** [lbarrera@tesidea.com](mailto:lbarrera@tesidea.com)

**Description of Services:** Total Education Solutions provides individualized, one-on-one tutoring through Supplemental Educational Services, designed to meet the unique learning needs of each student. We offer:

- Pre- and post-testing using standardized academic assessment tools
- Individual goals and objectives developed for each student
- Adaptation and modification of the student's assigned materials to meet the individual learning needs of students
- Supplemental materials to increase skills in English/language arts and mathematics
- Specialized services to meet the needs of special education and/or English language

**Rate of Pay & Expenses:** \$ 55.00 per hour

Signature: Nancy J. Lavelle Date: 9/12/12  
Typed or Printed Name: Nancy J. Lavelle, President and CEO

**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement for Contracted Services ("**Agreement**") is effective as of 11/15/2012, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the contractor listed below ("**Contractor**"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

**TOTAL EDUCATION SOLUTIONS**

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

**Fees and Expenses.** For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$7,914.60 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

**Term of Agreement.** The term of this base Agreement is for one year commencing 11/15/2012-11/14/2013 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

**DISTRICT**

By: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 11/14/12

**CONTRACTOR**

Signature

Name: Nancy J. Lavelle

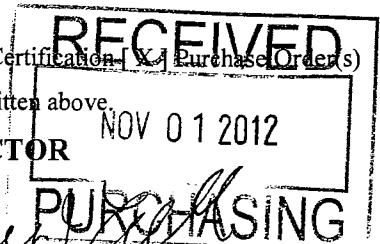
Title: President and CEO

Address 625 S. Fair Oaks Ave. #200

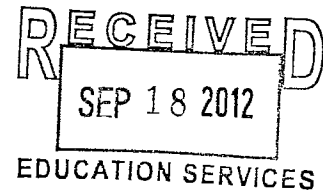
South Pasadena, CA 91030

Email Address: lbarrera@tesidea.com

FEIN/SSN 95-4719630



## Fee Schedule



**Company Name:** Total Education Solutions

**Address:** 625 S. Fair Oaks Ave. #200, South Pasadena, CA 91030

**Phone:** (213) 607-4339 ✓

**Fax:** (619) 275-4526 ✓

**Email:** lbarrera@tesidea.com ✓

**Description of Services:** Total Education Solutions provides individualized, one-on-one tutoring through Supplemental Educational Services, designed to meet the unique learning needs of each student. We offer:

- Pre- and post-testing using standardized academic assessment tools
- Individual goals and objectives developed for each student
- Adaptation and modification of the student's assigned materials to meet the individual learning needs of students
- Supplemental materials to increase skills in English/language arts and mathematics
- Specialized services to meet the needs of special education and/or English language

**Rate of Pay & Expenses:** \$ 55.00 per hour

Signature: Nancy J Lavelle Date: 9/12/12

Typed or Printed Name: Nancy J. Lavelle, President and CEO



**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT  
ICA1213138**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**A TREE OF KNOWLEDGE EDUCATIONAL SERVICES, INCORPORATED**

The Independent Contractor Agreement ICA 1213138 with Capistrano Unified School District and A Tree of Knowledge Educational Services, Incorporated, called for an original contract period of November 15, 2012, through November 14, 2013.

The contract with Capistrano Unified School District and A Tree of Knowledge Educational Services, Incorporated, shall be extended an additional twelve (12) months, covering the period November 15, 2013, through November 14, 2014, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$14,682.40.

Except as set forth in this Extension Agreement, and Board approved on November 13, 2012, all other terms of the contract remain in full force and effect.

**CONSULTANT**

**DISTRICT**

**Capistrano Unified School District**

**A Tree of Knowledge Educational  
Services, Incorporated**

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

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

Terry Fluent  
Print name

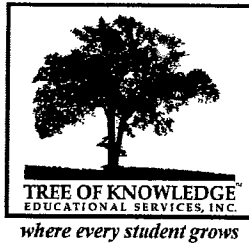
\_\_\_\_\_  
Print Name

Director, Purchasing  
Title

\_\_\_\_\_  
Title

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

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



A Tree of Knowledge Educational Services, Inc.

Corporate Headquarters:

10600 Sepulveda Blvd., Suite #107, Mission Hills, CA 91345

Office 818-256-1666; Toll Free 866-698-6537

Facsimile 818-361-3200

[www.tree-of-knowledge.com](http://www.tree-of-knowledge.com)

## FEE SCHEDULE

This fee schedule pertains to services under the No Child Left Behind Act which offers Supplemental Educational Services (SES) to qualifying students in eligible LEAs. Our fees include pre and post assessments and tutoring.

1:1 Tutoring	\$58.50/hr
Group tutoring 10:1	\$58.50/hr per student

9/7/2012

\_\_\_\_\_  
Brandon Edwards, President

\_\_\_\_\_  
Date



# CAPISTRANO UNIFIED SCHOOL DISTRICT

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

## BOARD OF TRUSTEES

JOHN M. ALPAY  
PRESIDENT

LYNN HATTON  
VICE PRESIDENT

ANNA BRYSON  
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT  
JOSEPH M. FARLEY, ED.D.

September 30, 2013

Sent via e-mail [bedwards@tree-of-knowledge.net](mailto:bedwards@tree-of-knowledge.net)

A Tree of Knowledge Educational Services, Inc.  
10600 Sepulveda Blvd., Suite #107  
Mission Hills, CA 91345

**Subject: Extension of Contract No. ICA 1213138, 2013-2014**

Dear Mr. Edwards,

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on November 14, 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 November 15, 2013 through November 14, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

Please electronically return the fee schedule to me at [dmantifae@capousd.org](mailto:dmantifae@capousd.org) by Wednesday, October 2, 2013.

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

Your understanding and assistance in this matter is appreciated.

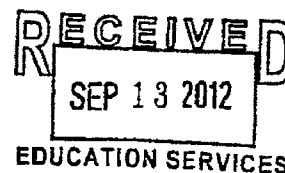
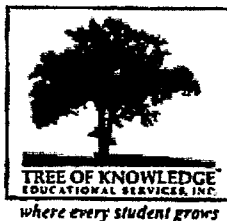
If you have any questions, please contact me at (949) 234-9444.

Sincerely,

Donna Antifae  
Buyer/Planner, Purchasing  
Encl.

## SERVING THE COMMUNITIES OF:

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



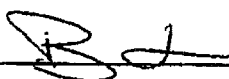
A Tree of Knowledge Educational Services, Inc.  
Corporate Headquarters:  
10600 Sepulveda Blvd., Suite #107, Mission Hills, CA 91345  
Office 818-256-1666, Toll Free 866-698-6537  
Facsimile 818-361-3200  
[www.tree-of-knowledge.com](http://www.tree-of-knowledge.com)

## FEE SCHEDULE

This fee schedule pertains to services under the No Child Left Behind Act which offers Supplemental Educational Services (SES) to qualifying students in eligible LEAs. Our fees include pre and post assessments and tutoring.

1:1 Tutoring	\$65.00/hr
Group tutoring 10:1	\$65.00/hr per student

9/7/2012

  
\_\_\_\_\_  
Brandon Edwards, President

\_\_\_\_\_  
Date

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**A TREE OF KNOWLEDGE EDUCATIONAL SERVICES, INC.**

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

**Fees and Expenses.** For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$7,914.60 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

**Term of Agreement.** The term of this base Agreement is for one year commencing 11/15/2012-11/14/2013 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

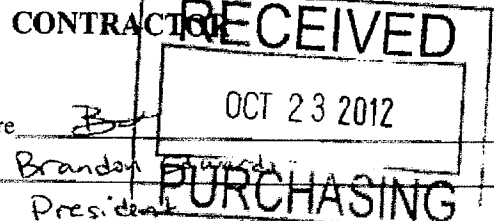
**DISTRICT**

By: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 11/14/12



Signature: Brandon Edwards

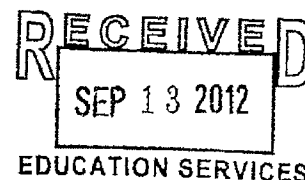
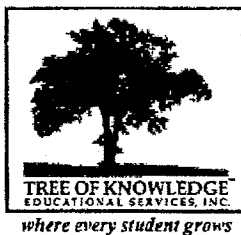
Name: Brandon Edwards

Title: President

Address: 10600 Sepulveda Blvd Ste 107  
Mission Hills CA 91345

Email Address: bedwards@tree-of-knowledge.net

FEIN/SSN: 10-5554673



A Tree of Knowledge Educational Services, Inc.

Corporate Headquarters:

10600 Sepulveda Blvd., Suite #107, Mission Hills, CA 91345

Office 818-256-1666; Toll Free 866-698-6537

Facsimile 818-361-3200

[www.tree-of-knowledge.com](http://www.tree-of-knowledge.com)

## FEE SCHEDULE

This fee schedule pertains to services under the No Child Left Behind Act which offers Supplemental Educational Services (SES) to qualifying students in eligible LEAs. Our fees include pre and post assessments and tutoring.

1:1 Tutoring	\$65.00/hr
Group tutoring 10:1	\$65.00/hr per student

9/7/2012

  
\_\_\_\_\_  
Brandon Edwards, President

\_\_\_\_\_  
Date

**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT  
ICA1213140**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**APPLIED SCHOLASTICS INTERNATIONAL**

The Independent Contractor Agreement ICA 1213140 with Capistrano Unified School District and Applied Scholastics International, called for an original contract period of November 15, 2012, through November 14, 2013.

The contract with Capistrano Unified School District and Applied Scholastics International, shall be extended an additional twelve (12) months, covering the period November 15, 2013, through November 14, 2014, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$7,341.20.

Except as set forth in this Extension Agreement, and Board approved on November 13, 2012, all other terms of the contract remain in full force and effect.

**CONSULTANT**

**DISTRICT**

**Capistrano Unified School District**

**Applied Scholastics International**

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

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

\_\_\_\_\_  
Terry Fluent  
Print name

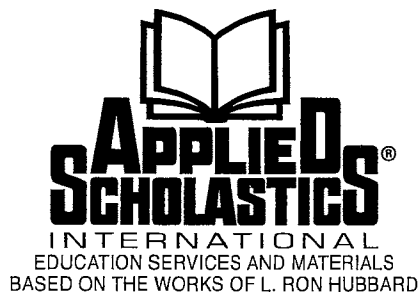
\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
Title

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

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



---

EXHIBIT A

September 12, 2013

**2013-2014 FEE SCHEDULE  
FOR  
APPLIED SCHOLASTICS INTERNATIONAL**

For the school year 2013-2014 the fee for 1:1 tutoring and/or small group tutoring will be: \$50.00/hour

Tutoring will be delivered either individually (1:1) or in a small group (2:1).

Sincerely,

Mary Cockburn  
Federal Programs Manager





# CAPISTRANO UNIFIED SCHOOL DISTRICT

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

## BOARD OF TRUSTEES

JOHN M. ALPAY  
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CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT  
JOSEPH M. FARLEY, ED. D.

September 30, 2013

Sent via e-mail: [m.cockburn@appliedscholastics.org](mailto:m.cockburn@appliedscholastics.org)

Applied Scholastics International  
11755 Riverview Drive  
St. Louis MO 63138  
Attn: Mary Cockburn

**Subject: Extension of Contract No. ICA 1213140, 2013-2014**

Dear Ms. Cockburn,

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on November 14, 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 November 15, 2013, through November 14, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

Please electronically return the fee schedule to me at [dmantifae@capousd.org](mailto:dmantifae@capousd.org) by Wednesday, October 2, 2013.

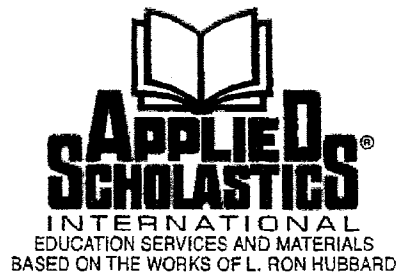
Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract.

Your understanding and assistance in this matter is appreciated.

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

Sincerely,


Donna Antifae  
Buyer/Planner, Purchasing

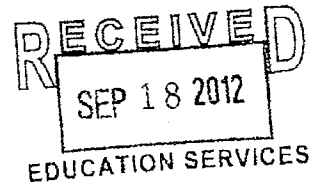


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## 2012-2013 FEE SCHEDULE

The fee schedule for Applied Scholastics International for the 2012-2013 school year at Capistrano Unified School District is \$45/hr per student for one-on-one or small group tutoring.

  
Mary Cockburn  
Federal Programs Manager  
Applied Scholastics International



---

11755 Riverview Drive | St. Louis MO 63138 USA | 314.355.6355 | 1.877.75.LEARN  
[www.AppliedScholastics.org](http://www.AppliedScholastics.org) | Email: [education@AppliedScholastics.org](mailto:education@AppliedScholastics.org)

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## INDEPENDENT CONTRACTOR AGREEMENT

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### APPLIED SCHOLASTICS INTERNATIONAL

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$7,914.60 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this base Agreement is for one year commencing 11/15/2012-11/14/2013 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

**DISTRICT**

**CONTRACTOR**

By: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 11/14/12

Signature: Mary Cockburn

Name: Mary Cockburn

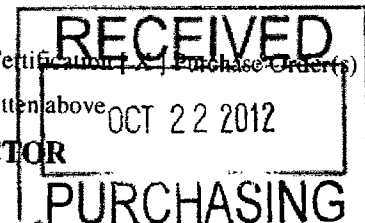
Title: Federal Programs Manager

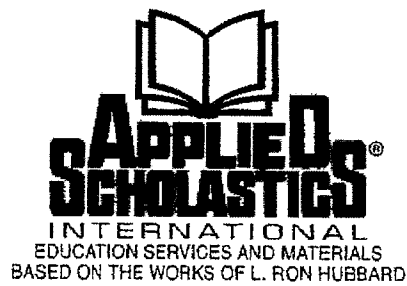
Address: 11755 Riverview Drive

Saint Louis, MO 63138

Email Address: m.cockburn@appliedscholastics.org

FEIN/SSN: 23-7256829



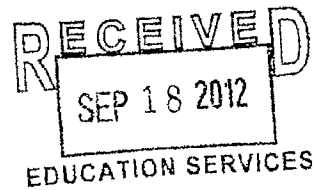


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## 2012-2013 FEE SCHEDULE

The fee schedule for Applied Scholastics International for the 2012-2013 school year at Capistrano Unified School District is \$45/hr per student for one-on-one or small group tutoring.

Mary Cockburn  
Federal Programs Manager  
Applied Scholastics International



**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT  
ICA1213149**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**!ACE TUTORING SERVICES, INCORPORATED**

The Independent Contractor Agreement ICA 1213149 with Capistrano Unified School District and !Ace Tutoring Services, Incorporated, called for an original contract period of November 15, 2012, through November 14, 2013.

The contract with Capistrano Unified School District and !Ace Tutoring Services, Incorporated, shall be extended an additional twelve (12) months, covering the period November 15, 2013, through November 14, 2014, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$44,047.20.

Except as set forth in this Extension Agreement, and Board approved on November 13, 2012, all other terms of the contract remain in full force and effect.

**CONSULTANT**

**DISTRICT**

**Capistrano Unified School District**

**!Ace Tutoring Services, Incorporated**

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

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

Terry Fluent  
Print name

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

Director, Purchasing  
Title

\_\_\_\_\_  
Title

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

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

EXHIBIT A

**! ACE TUTORING SERVICES, INC.**

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

**FEE SCHEDULE FOR CAPISTRANO UNIFIED SCHOOL DISTRICT**

<b>Tutoring</b>	<b>Fee</b>
1-on-1 Tutoring	\$54.00/Hr
1-on-2 Tutoring	\$108.00/Hr
1-on-3 Tutoring	\$162.00/Hr

**PROGRAM DESCRIPTION**

**English Version:**

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

**Spanish Version:**

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

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

Name of Consultant: ! ACE Tutoring Services, Inc.

Name: Jeff Wang

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

Date: 9/30/13



# CAPISTRANO UNIFIED SCHOOL DISTRICT

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

## BOARD OF TRUSTEES

JOHN M. ALPAY  
PRESIDENT

LYNN HATTON  
VICE PRESIDENT

ANNA BRYSON  
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

**SUPERINTENDENT**  
JOSEPH M. FARLEY, ED. D.

September 30, 2013

Sent via e-mail [acetutoring@sbcglobal.net](mailto:acetutoring@sbcglobal.net)

!Ace Tutoring Services, Inc.  
3576 Arlington Ave., Suite 300  
Riverside, CA 92506  
Attn: Jeff Wang

**Subject: Extension of Contract No. ICA 1213149, 2013-2014**

Dear Mr. Wang,

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on November 14, 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 November 15, 2013 through November 14, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.


Please electronically return the fee schedule to me at [dmantifae@capousd.org](mailto:dmantifae@capousd.org) by Wednesday, October 2, 2013.

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

Sincerely,

  
Donna Antifae  
Buyer/Planner, Purchasing  
Encl.

SERVING THE COMMUNITIES OF:

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



## **! ACE TUTORING SERVICES, INC.**

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

### **FEE SCHEDULE FOR CAPISTRANO UNIFIED SCHOOL DISTRICT**

<b>Tutoring</b>	<b>Fee</b>
1-on-1 Tutoring	\$54.00/Hr
1-on-2 Tutoring	\$108.00/Hr
1-on-3 Tutoring	\$162.00/Hr

### **PROGRAM DESCRIPTION**

#### **English Version:**

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

#### **Spanish Version:**

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

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

Name of Consultant: ! ACE Tutoring Services, Inc.

Name: Jeff Wang

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

Date: 9/30/13

**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement for Contracted Services ("Agreement") is effective as of 11/15/2012, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

**ACE TUTORING SERVICES, INC.**

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$7,914.60 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this base Agreement is for one year commencing 11/15/2012-11/14/2013 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

**DISTRICT**

By: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 11/14/12

**CONTRACTOR** OCT 22 2012

Signature: Jeff Wang

Name: Jeff Wang

Title: Director

Address: 3576 Arlington Ave., #300  
Riverside, CA 92506

Email Address: acetutoring@sbcglobal.net

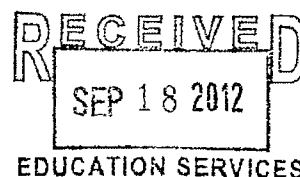
FEIN/SSN: 33-0842322

## **! ACE TUTORING SERVICES, INC.**

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

### **FEE SCHEDULE FOR CAPISTRANO UNIFIED SCHOOL DISTRICT**

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



### **PROGRAM DESCRIPTION**

#### **English Version:**

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

#### **Spanish Version:**

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

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

Name of Consultant: ACE Tutoring Services, Inc.

Name: Jeff Wang

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

Date: 9/13/12

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

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**!ACE TUTORING SERVICES, INC.**

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

The "not to exceed" amount on Independent contractor Agreement No. ICA 1213149 shall be amended to \$35,615.70 for additional services requested by the District.

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

**DISTRICT**

**Capistrano Unified School District**

By:   
Signature


Terry Fluent

Director, Purchasing

Date: 4/15/13

**CONSULTANT**

**!ACE Tutoring, Inc.**

By:   
Signature

Jeff Wang  
Print Name

Director  
Title

Date: 4/11/13

**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT  
ICA1213151**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**OXFORD TUTORING CENTER**

The Independent Contractor Agreement ICA 1213151 with Capistrano Unified School District and Oxford Tutoring Center, called for an original contract period of November 15, 2012, through November 14, 2013.

The contract with Capistrano Unified School District and Oxford Tutoring Center, shall be extended an additional twelve (12) months, covering the period November 15, 2013, through November 14, 2014, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$64,602.56.

Except as set forth in this Extension Agreement, and Board approved on November 13, 2012, all other terms of the contract remain in full force and effect.

**CONSULTANT**

**Capistrano Unified School District**

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

Terry Fluent  
Print name

Director, Purchasing  
Title

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

**DISTRICT**

**Oxford Tutoring Center**

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

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

\_\_\_\_\_  
Title

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



EXHIBIT A

14425 Culver Drive • Irvine, CA 92604

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

September 19, 2013

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

Dear Jon Buckman,

Oxford Tutoring is a CDE-approved provider of Supplemental Educational Services seeking to contract with Capistrano USD for the 2013-2014 school year. We will provide the following services at the following rates:

Private Tutoring (1 student : 1 tutor): \$49/hr  
Small Group Tutoring (2-5 students : 1 tutor): \$29.5/hr

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

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

With Regards,

Rebekah Rustad-Phung  
Administrator of SES Programs

Oxford Tutoring  
3057 Edinger Avenue  
Tustin, CA 92780





# CAPISTRANO UNIFIED SCHOOL DISTRICT

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

## BOARD OF TRUSTEES

JOHN M. ALPAY  
PRESIDENT

LYNN HATTON  
VICE PRESIDENT

ANNA BRYSON  
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

## SUPERINTENDENT

JOSEPH M. FARLEY, ED.D.

September 30, 2013

Sent via e-mail: [rebekah@oxfordtutoring.com](mailto:rebekah@oxfordtutoring.com)

Oxford Tutoring Center  
3057 Edinger Ave.  
Tustin, CA 92780  
Attn: Rebekah Rustad-Phung

**Subject: Extension of Contract No. ICA 1213152, 2013-2014**

Dear Ms. Rustad-Phung,

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on November 14, 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 November 15, 2013, through November 14, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

Please electronically return the fee schedule to me at [dmantifae@capousd.org](mailto:dmantifae@capousd.org) by Wednesday, October 2, 2013.

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

Donna Antifae  
Buyer/Planner, Purchasing  
Encl.

SERVING THE COMMUNITIES OF:

ALISO VIEJO • COTO DE CAZA • DANA POINT • LADERA RANCH • LAGUNA NIGUEL • LAS FLORES • MISSION VIEJO  
RANCHO SANTA MARI • CAPISTRANO

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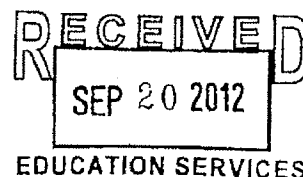


14425 Culver Drive • Irvine, CA 92604

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

September 16, 2012

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



Dear Jon Buckman,

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

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

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

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

With Regards,

Rebekah Rustad-Phung  
Administrator of SES Programs

~~LAprende! Tutoring~~

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

**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement for Contracted Services ("**Agreement**") is effective as of 11/15/2012, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the contractor listed below ("**Contractor**"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

**OXFORD TUTORING CENTER**

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

**Fees and Expenses.** For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$15,829.20 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

**Term of Agreement.** The term of this base Agreement is for one year commencing 11/15/2012-11/14/2013 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

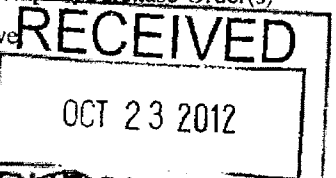
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above

**DISTRICT**

By: Terry Fluent  
 Name: Terry Fluent  
 Title: Director, Purchasing  
 Board Approval Date: 11/14/12

**CONTRACTOR**

Signature: [Signature]  
 Name: Rebekah Rotad Phung  
 Title: Administrative of SES Prog.  
 Address: 14425 Lakeview Dr.  
1Mile CA 92604  
 Email Address: Rebekah@OxfordTutoring.com  
 FEIN/SSN 45-246-4723

**PURCHASING**

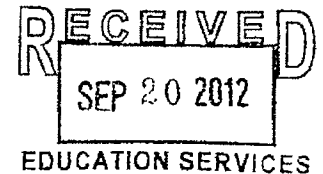


14425 Culver Drive • Irvine, CA 92604

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

September 16, 2012

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



Dear Jon Buckman,

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

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

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

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

With Regards,

Rebekah Rustad-Phung  
Administrator of SES Programs

~~iAprende! Tutoring~~  
~~OXFORD~~ Oxford Tutoring  
14425 Culver Dr.  
Irvine, CA 92604

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

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**OXFORD TUTORING CENTER**

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

The "not to exceed" amount on Independent Contractor Agreement No. ICA 1213151 shall be amended to \$58,568.04 for additional services requested by the District.


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


**DISTRICT**

**CONSULTANT**

**Capistrano Unified School District**

**Oxford Tutoring Center**

By:   
Signature

By:   
Signature

Terry Fluent

Rebekah Rustal-Phung  
Print Name

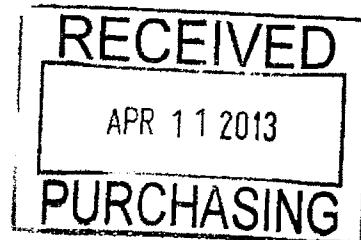
Director, Purchasing

Rebekah Rustal-Phung  
Title

Date: 4/15/13

Date: 4/2/13

*Administrative  
of SES  
Programs*





**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT  
ICA1213152**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**¡APRENDE! TUTORING**

The Independent Contractor Agreement ICA 1213152 with Capistrano Unified School District and ¡Aprende Tutoring, called for an original contract period of November 15, 2012, through November 14, 2013.

The contract with Capistrano Unified School District and ¡Aprende Tutoring, shall be extended an additional twelve (12) months, covering the period November 15, 2013, through November 14, 2014, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$56,527.24.

Except as set forth in this Extension Agreement, and Board approved on November 13, 2012, all other terms of the contract remain in full force and effect.

**CONSULTANT**

**Capistrano Unified School District**

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

Terry Fluent  
Print name

Director, Purchasing  
Title

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

**DISTRICT**

**¡Aprende! Tutoring**

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

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

\_\_\_\_\_  
Title

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



EXHIBIT A

---

September 19, 2013

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

Dear Jon Buckman,

iAprende! Tutoring is a CDE-approved provider of Supplemental Educational Services seeking to contract with Capistrano USD for the 2013-2014 school year. We will provide the following services at the following rates:

Private Tutoring (1 student : 1 tutor): \$62/hr  
Small Group Tutoring (2-5 students : 1 tutor): \$37/hr

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

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

With Regards,

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

Rebekah Rustad-Phung  
Administrator of SES Programs

iAprende! Tutoring  
c/o Oxford Tutoring  
3057 Edinger Avenue  
Tustin, CA 92780





# CAPISTRANO UNIFIED SCHOOL DISTRICT

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

## BOARD OF TRUSTEES

JOHN M. ALPAY  
PRESIDENT

LYNN HATTON

VICE PRESIDENT

ANNA BRYSON  
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT  
JOSEPH M. FARLEY, ED.D.

September 30, 2013

Sent via e-mail: [rebekah@oxfordtutoring.com](mailto:rebekah@oxfordtutoring.com)

¡Aprende! Tutoring  
3057 Edinger Ave.  
Tustin, CA 92780  
Attn: Rebekah Rustad-Phung

**Subject: Extension of Contract No. ICA 1213152, 2013-2014**

Dear Ms. Rustad-Phung,

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on November 14, 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 November 15, 2013, through November 14, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

Please electronically return the fee schedule to me at [dmantifae@capousd.org](mailto:dmantifae@capousd.org) by Wednesday, October 2, 2013.

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

Donna Antifae  
Buyer/Planner, Purchasing  
Encl.



---

September 19, 2013

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

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With Regards,

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

Rebekah Rustad-Phung  
Administrator of SES Programs

¡Aprende! Tutoring  
c/o Oxford Tutoring  
3057 Edinger Avenue  
Tustin, CA 92780

**INDEPENDENT CONTRACTOR AGREEMENT**

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**¡APRENDE! TUTORING**

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

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

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

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**Fees and Expenses.** For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$15,829.20 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

**Term of Agreement.** The term of this base Agreement is for one year commencing 11/15/2012-11/14/2013 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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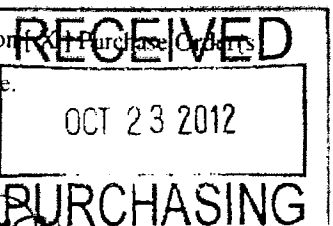
☒ General Conditions      ☐ Special Conditions      ☒ Required Documents and Certifications ☒ Purchase Orders

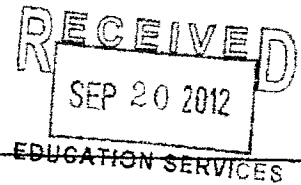
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

**DISTRICT**By: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 11/14/12**CONTRACTOR**Signature: Rebekah Rustal-PhungName: Rebekah Rustal-PhungTitle: Administrative of JES ProgramsAddress: 14425 Culver Br.Irwin, CA 92604Email Address: Rebekah@OxfordTutoring.comFEIN/SSN 45-2464723



September 16, 2012

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

Dear Jon Buckman,

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

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

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

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

With Regards,

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

Rebekah Rustad-Phung  
Administrator of SES Programs

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

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

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**iAPRENDE! TUTORING**

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

The "not to exceed" amount on Independent Contractor Agreement No. ICA 1213152 shall be amended to \$49,070.52 for additional services requested by the District.

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

**DISTRICT**

**CONSULTANT**

**Capistrano Unified School District**

**iAprende! Tutoring**

By: Terry Fluent  
Signature

By: [Signature]  
Signature

Terry Fluent

Rebekah Rustal-Phung  
Print Name

Director, Purchasing

Administrator of SES Programs  
Title

Date: 4/15/13

Date: 4/2/13



**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT  
ICA1213153**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**PROFESSIONAL TUTORS OF AMERICA, INCORPORATED**

The Independent Contractor Agreement ICA 1213153 with Capistrano Unified School District and Professional Tutors of America, Incorporated, called for an original contract period of November 15, 2012, through November 14, 2013.

The contract with Capistrano Unified School District and Professional Tutors of America, Incorporated, shall be extended an additional twelve (12) months, covering the period November 15, 2013, through November 14, 2014, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$44,047.20.

Except as set forth in this Extension Agreement, and Board approved on November 13, 2012, all other terms of the contract remain in full force and effect.

**CONSULTANT**

**DISTRICT**

**Capistrano Unified School District**

**Professional Tutors of America,  
Incorporated**

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

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

Terry Fluent  
Print name

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

Director, Purchasing  
Title

\_\_\_\_\_  
Title

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

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

EXHIBIT A

**Fee Schedule 2013-2014**

Provider: **Professional Tutors of America, Inc.**  
Address: **3350 E. Birch Street, Suite 108, Brea, CA 92821**  
Contact Person: **Robert Harraka**  
Phone: **(800) 832-2487**  
Fax: **(714) 671-1887**  
E-mail: **Robert@professional tutors.com**

Cost(s) associated with your program (hourly rate): **\$68.00 per hour for**  
**One-to-One tutoring**





# CAPISTRANO UNIFIED SCHOOL DISTRICT

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

## BOARD OF TRUSTEES

JOHN M. ALPAY  
PRESIDENT

LYNN HATTON  
VICE PRESIDENT

ANNA BRYSON  
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT  
JOSEPH M. FARLEY, ED. D.

September 30, 2013

Sent via e-mail: [robert@professional tutors.com](mailto:robert@professional tutors.com)

Professional Tutors of America  
3350 E. Birch Street Suite 108  
Brea, CA 92821-6266  
Attn: Robert Harraka

**Subject: Extension of Contract No. ICA 1213153, 2013-2014**

Dear Mr. Harraka,

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on November 14, 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 November 15, 2013, through November 14, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

Please electronically return the fee schedule to me at [dmantifae@capousd.org](mailto:dmantifae@capousd.org) by Wednesday, October 2, 2013.

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

Donna Antifae  
Buyer/Planner, Purchasing  
Encl.

## **SES Program Information 2013-2014**

Provider: **Professional Tutors of America, Inc.**  
Address: **3350 E. Birch Street, Suite 108, Brea, CA 92821**  
Contact Person: **Robert Harraka**  
Phone: **(800) 832-2487**  
Fax: **(714) 671-1887**  
E-mail: **Robert@professionaltutors.com**

1. Give a brief description (a paragraph) that can be sent to parents regarding the types of services your company can provide to students.

We provide individualized tutoring instruction (always One-to-One) in math, reading, English language arts or science. We serve students in all grade levels (from K-12<sup>th</sup> grade). Tutoring is done at the student's home or at a local library, whichever the parent prefers. We test each student to determine his/her strengths and weaknesses, and then develop a learning plan and objectives. The tutoring lessons focus on these objectives, providing maximum results. We have Spanish-speaking tutors and staff available. We have been providing one-to-one tutoring for 30 years, and one-to-one tutoring is proven to be the most effective method of learning. Our teachers are all college graduates, and most of them have had teaching experience in either public or private schools. We have a strong, proven record with over 280 school districts, improving academic skills, motivating students, and building self-confidence.

Proporcionamos la instrucción individualizada (Siempre Enseñamos Uno-a-Uno) en matemáticas, lectura, artes de lengua, o ciencia. Servimos a estudiantes en todos los niveles de grado (de grado de K-12<sup>th</sup>). El curso particular se hace en el hogar del estudiante o en una biblioteca local, dependiendo de la preferencia del padre. Probamos a cada estudiante para determinar sus fuerzas y debilidades, y después desarrollamos un plan de aprendizaje y objetivos. Las lecciones del curso particular se centran en estos objetivos, proporcionando resultados máximos. Tenemos profesores particulares y personales disponibles que hablan español. Hemos estado proporcionando el curso particular por 30 años, que ha demostrado ser el método más efecto de aprendizaje. Nuestros profesores son graduados de la universidad, y la mayor parte han tenido experiencia de enseñanza en escuelas privadas o públicas. Tenemos un expediente fuerte, probado con 280 distritos escolares, mejorando las habilidades académicas, motivando estudiantes, y construyendo confianza en sí mismo.

2. Cost(s) associated with your program (hourly rate): **\$68.00 per hour for One-to-One tutoring**
3. Location of services: **Student's home, or the local library—parent's choice.**

**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement for Contracted Services ("**Agreement**") is effective as of 11/15/2012, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the contractor listed below ("**Contractor**"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

**PROFESSIONAL TUTORS OF AMERICA, INC.**

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

**Fees and Expenses.** For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$27,701.10 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

**Term of Agreement.** The term of this base Agreement is for one year commencing 11/15/2012-11/14/2013 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

**DISTRICT**

By: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 11/14/12

**CONTRACTOR** OCT 17 2012

Signature: Robert Harraka

Name: Robert Harraka

Title: CEO

Address: 3350 E. Birch St, Suite 108

Brea, CA 92821

Email Address: Robert@professionaltutors.com

FEIN/SSN 33-0015574

## **SES Program Information 2012-2013**

Provider: **Professional Tutors of America, Inc.**  
Address: **3350 E. Birch Street, Suite 108, Brea, CA 92821**  
Contact Person: **Robert Harraka**  
Phone: **(800) 832-2487**  
Fax: **(714) 671-1887**  
E-mail: **Robert@professional tutors.com**

1. Give a brief description (a paragraph) that can be sent to parents regarding the types of services your company can provide to students.

We provide individualized tutoring instruction (always One-to-One) in math, reading, English language arts or science. We serve students in all grade levels (from K-12<sup>th</sup> grade). Tutoring is done at the student's home or at a local library, whichever the parent prefers. We test each student to determine his/her strengths and weaknesses, and then develop a learning plan and objectives. The tutoring lessons focus on these objectives, providing maximum results. We have Spanish-speaking tutors and staff available. We have been providing one-to-one tutoring for 29 years, and one-to-one tutoring is proven to be the most effective method of learning. Our teachers are all college graduates, and most of them have had teaching experience in either public or private schools. We have a strong, proven record with over 250 school districts, improving academic skills, motivating students, and building self-confidence.

Proporcionamos la instrucción individualizada (Siempre Enseñamos Uno-a-Uno) en matemáticas, lectura, artes de lengua, o ciencia. Servimos a estudiantes en todos los niveles de grado (de grado de K-12<sup>th</sup>). El curso particular se hace en el hogar del estudiante o en una biblioteca local, dependiendo de la preferencia del padre. Probamos a cada estudiante para determinar sus fuerzas y debilidades, y después desarrollamos un plan de aprendizaje y objetivos. Las lecciones del curso particular se centran en estos objetivos, proporcionando resultados máximos. Tenemos profesores particulares y personales disponibles que hablan español. Hemos estado proporcionando el curso particular por 29 años, que ha demostrado ser el método más efecto de aprendizaje. Nuestros profesores son graduados de la universidad, y la mayor parte han tenido experiencia de enseñanza en escuelas privadas o públicas. Tenemos un expediente fuerte, probado con 250 distritos escolares, mejorando las habilidades académicas, motivando estudiantes, y construyendo confianza en si mismo.

2. Cost(s) associated with your program (hourly rate): **\$68.00 per hour for One-to-One tutoring**
3. Location of services: **Student's home, or the local library—parent's choice.**

**AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT  
NO. ICA 1213153**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**PROFESSIONAL TUTORS OF AMERICA, INC**

Independent Contractor Agreement No. ICA 1213153 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Independent Contractor Agreement No. ICA 1213153 shall be amended to \$31,658.40 for additional services requested by the District.

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

**DISTRICT**

**Capistrano Unified School District**

By:   
Signature

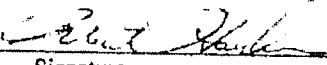
Terry Fluent

Director, Purchasing

Date: 4/15/13

**CONSULTANT**

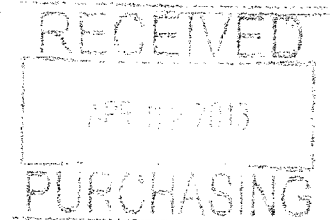
**Professional Tutors of America, Inc.**

By:   
Signature

ROBERT HARALACA  
Print Name

CEO  
Title

Date: 4/1/13



**AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT  
NO. ICA 1213153**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**PROFESSIONAL TUTORS OF AMERICA**

Independent Contractor Agreement No. ICA 1213153 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Independent contractor Agreement No. ICA 1213153 shall be amended to \$32,449.86 for additional services requested by the District.

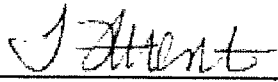
Except as set forth in this Amendment, and Board approved on November 14, 2012, all other terms of the contract remain in full force and effect.

**DISTRICT**

**CONSULTANT**

**Capistrano Unified School District**

**Professional Tutors of America**

By:   
Signature

By:   
Signature

Terry Fluent

Robert Harraka  
Print Name

Director, Purchasing

CEO  
Title

Date: 7/10/13

Date: 6-17-13



**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT  
ICA1213155**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**SYLVAN LEARNING CENTER OF LAGUNA NIGUEL OPERATED BY SAYVA  
LEARNING, LLC.**

The Independent Contractor Agreement ICA 1213155 with Capistrano Unified School District and Sylvan Learning Center of Laguna Niguel Operated by Sayva Learning, LLC., called for an original contract period of November 15, 2012, through November 14, 2013.

The contract with Capistrano Unified School District and Sylvan Learning Center of Laguna Niguel Operated by Sayva Learning, LLC., shall be extended an additional twelve (12) months, covering the period November 15, 2013, through November 14, 2014, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$22,023.60.

Except as set forth in this Extension Agreement, and Board approved on November 13, 2012, all other terms of the contract remain in full force and effect.

**CONSULTANT**

**Capistrano Unified School District**

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

Terry Fluent  
Print name

Director, Purchasing  
Title

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

**DISTRICT**

**Sylvan Learning Center of Laguna Niguel  
Operated by Sayva Learning, LLC.**

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

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

\_\_\_\_\_  
Title

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

EXHIBIT A  
**FEE SCHEDULE (REV. 10/1/2013)**

Contractor's Name: Sylvan Learning of Laguna Niguel operated by Sayva Learning, LLC

Contact: Meghan Linney

Address: 27881 La Paz Rd. Suite E, Laguna Niguel, CA 92677

Phone Number: 949-349-1835

Fax Number: 949-349-1838

Email Address: [sylvan.lagunaniguel@sayvallearning.com](mailto:sylvan.lagunaniguel@sayvallearning.com)

**Description of Services:**

Sylvan Learning offers Reading and Mathematics programs designed to assist learners (pre-K through high school) address gaps in their reading and math skills. These programs are individualized based on our diagnostic assessment and offered in person at a Sylvan Learning Center. Based on well-grounded theories of teaching and learning together with scientifically based research regarding language arts and mathematics and effective instructional practices, Sylvan's programs provide intervention that is systematic, intensive, and explicit. These programs are designed to address students' needs by engaging students in explicit instruction that addresses skill gaps, provides multiple opportunities for practice, and incorporates appropriate levels of programmatic, responsive, and meaningful scaffolding.

**Rate of Pay & Expenses:**

As requested by CUSD, we have reduced our previous year's rate (\$47) by 10%. Thus, our rate for the 2013-2014 school year will be \$42.30 for each one hour session for assessment and instruction. Capistrano Unified School District will receive an invoice from Sylvan Learning Center of Laguna Niguel at the end of each month for each approved student stating the number of hours used and associated billing. Signed attendance records will accompany each invoice.

**Student to Teacher Ratio:**

Instruction will be provided in a maximum 3:1, student to teacher ratio. Depending on attendance of students at any given hour, a student may receive instruction 1:1, 2:1 or 3:1, but never to exceed the 3:1 ratio. Attendance records are kept by Sylvan which specify the actual ratio for each session attended. The hourly rate is fixed at \$42.30/hour, regardless of attendance results.

Signature \_\_\_\_\_

*Meghan Linney*

Date \_\_\_\_\_

10/1/2013

Typed or Printed Name Meghan Linney

*Sylvan*  
Learning





# CAPISTRANO UNIFIED SCHOOL DISTRICT

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

## BOARD OF TRUSTEES

JOHN M. ALPAY  
PRESIDENT

LYNN HATTON  
VICE PRESIDENT

ANNA BRYSON  
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT  
JOSEPH M. FARLEY, ED.D.

September 30, 2013

Sent via e-mail: [sylvan.lagunaniguel@sayvallearning.com](mailto:sylvan.lagunaniguel@sayvallearning.com)

Sylvan Learning Center of Laguna Niguel  
Operated by Sayva Learning LLC  
27881 La Paz Rd. suite E  
Laguna Niguel, CA 92677  
Attn: Meghan Linney

**Subject: Extension of Contract No. ICA 1213155, 2013-2014**

Dear Ms. Linney,

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on November 14, 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 November 15, 2013, through November 14, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

Please electronically return the fee schedule to me at [dmantifae@capousd.org](mailto:dmantifae@capousd.org) by Wednesday, October 2, 2013.

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

Donna Antifae  
Buyer/Planner, Purchasing  
Encl.

## FEE SCHEDULE (REV. 10/1/2013)

Contractor's Name: Sylvan Learning of Laguna Niguel operated by Sayva Learning, LLC

Contact: Meghan Linney

Address: 27881 La Paz Rd. Suite E, Laguna Niguel, CA 92677

Phone Number: 949-349-1835

Fax Number: 949-349-1838

Email Address: [sylvan.lagunaniguel@sayvallearning.com](mailto:sylvan.lagunaniguel@sayvallearning.com)

### Description of Services:

Sylvan Learning offers Reading and Mathematics programs designed to assist learners (pre-K through high school) address gaps in their reading and math skills. These programs are individualized based on our diagnostic assessment and offered in person at a Sylvan Learning Center. Based on well-grounded theories of teaching and learning together with scientifically based research regarding language arts and mathematics and effective instructional practices, Sylvan's programs provide intervention that is systematic, intensive, and explicit. These programs are designed to address students' needs by engaging students in explicit instruction that addresses skill gaps, provides multiple opportunities for practice, and incorporates appropriate levels of programmatic, responsive, and meaningful scaffolding.

### Rate of Pay & Expenses:

As requested by CUSD, we have reduced our previous year's rate (\$47) by 10%. Thus, our rate for the 2013-2014 school year will be \$42.30 for each one hour session for assessment and instruction. Capistrano Unified School District will receive an invoice from Sylvan Learning Center of Laguna Niguel at the end of each month for each approved student stating the number of hours used and associated billing. Signed attendance records will accompany each invoice.

### Student to Teacher Ratio:

Instruction will be provided in a maximum 3:1, student to teacher ratio. Depending on attendance of students at any given hour, a student may receive instruction 1:1, 2:1 or 3:1, but never to exceed the 3:1 ratio. Attendance records are kept by Sylvan which specify the actual ratio for each session attended. The hourly rate is fixed at \$42.30/hour, regardless of attendance results.

Signature Meghan Linney Date 10/1/2013

Typed or Printed Name Meghan Linney



**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement for Contracted Services ("**Agreement**") is effective as of 11/15/2012, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the contractor listed below ("**Contractor**"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

**SYLVAN LEARNING CENTER OF LAGUNA NIGUEL OPERATED BY SAYVA LEARNING LLC**

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

**Fees and Expenses.** For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$7,914.60 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

**Term of Agreement.** The term of this base Agreement is for one year commencing 11/15/2012-11/14/2013 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

**DISTRICT**

By: Terry Fluent  
Name: Terry Fluent  
Title: Director, Purchasing  
Board Approval Date: 11/14/12

**CONTRACTOR** NOV 09 2012

Signature: Meghan Linney  
Name: Meghan Linney  
Title: Center Director  
Address: 27881 La Paz Rd, Ste E  
Laguna Niguel, CA 92677  
Email Address: sylvan.lagunaniguel@sayvallearning.com  
FEIN/SSN: 45-3648142

## FEE SCHEDULE

Contractor's Name: Sylvan Learning of Laguna Niguel operated by Sayva Learning, LLC

Contact: Meghan Linney

Address: 27881 La Paz Rd. Suite E, Laguna Niguel, CA 92677

Phone Number: 949-349-1835

Fax Number: 949-349-1838

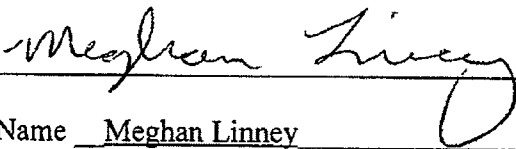
Email Address: [sylvan.lagunaniguel@sayvalearning.com](mailto:sylvan.lagunaniguel@sayvalearning.com)

### Description of Services:

Sylvan Learning offers Reading and Mathematics programs designed to assist learners (pre-K through high school) address gaps in their reading and math skills. These programs are individualized based on our diagnostic assessment and offered in person at a Sylvan Learning Center. Based on well grounded theories of teaching and learning together with scientifically based research regarding language arts and mathematics and effective instructional practices, Sylvan's programs provide intervention that is systematic, intensive, and explicit. These programs are designed to address students' needs by engaging students in explicit instruction that addresses skill gaps, provides multiple opportunities for practice, and incorporates appropriate levels of programmatic, responsive, and meaningful scaffolding.

### Rate of Pay & Expenses:

Our rate is \$47 for each one hour session for assessment and instruction. Capistrano Unified School District will receive an invoice from Sylvan Learning Center of Laguna Niguel at the end of each month for each approved student stating the number of hours used. Signed attendance records will accompany each invoice.

Signature  Date 9/19/12

Typed or Printed Name Meghan Linney



**AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT  
NO. ICA 1213155**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**SYLVAN LEARNING CENTER OF LAGUNA NIGUEL OPERATED BY SAYVA  
LEARNING LLC.**

Independent Contractor Agreement No. ICA 1213155 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Independent Contractor Agreement No. ICA 1213155 shall be amended to \$12,663.36 for additional services requested by the District.


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

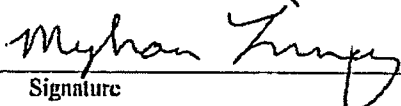
**DISTRICT**

**CONSULTANT**

**Capistrano Unified School District**

**Sylvan Learning Center of laguna Niguel  
Operated by Sayva Learning LLC.**

By:   
Signature

By:   
Signature

Terry Fluent

Meghan Linney  
Print Name

Director, Purchasing

Center Director  
Title

Date: 7/29/13

Date: 7/2/2013



**EXTENSION NO. 1 OF PROFESSIONAL SERVICES AGREEMENT  
PSA1213119**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**STEPPING STONES SPEECH PATHOLOGY**

The Professional Services Agreement PSA 1213119 with Capistrano Unified School District and Stepping Stones Speech Pathology called for an original contract period of September 25, 2012, through September 24, 2013.

The contract with Capistrano Unified School District and Stepping Stones Speech Pathology shall be extended an additional twelve (12) months, covering the period September 25 2013, through September 24, 2014, at the prices shown in Exhibit A to this Extension No. 1 Agreement, for a not to exceed amount of \$24,000.

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

**CONSULTANT**

**Capistrano Unified School District**

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

Terry Fluent  
Print name

Director, Purchasing  
Title

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

**DISTRICT**

**Stepping Stones Speech Pathology**

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

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

\_\_\_\_\_  
Title

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

## Exhibit B

### Fee Schedule

#### *Stepping Stones Speech Pathology*

Kristin K. Schultz, MA-SLP, CCC  
Director / Speech Language Pathologist  
17109 Mirasol  
Irvine, CA 92620  
(714)349-7187  
[Kristinkarslp@gmail.com](mailto:Kristinkarslp@gmail.com)

SLP Contracted  
Hourly rate \$85.00

SLPA Contracted  
Hourly rate \$50.00

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



## SPECIAL CONDITIONS

### Scope of Practice and Release of Assessment Documentation

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

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

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



**EXTENSION OF AGREEMENT NO. C0910107**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**BERGMAN DACEY GOLDSMITH, A PROFESSIONAL LAW CORPORATION**

Consultant Agreement No. C0910107 called for an original 12-month contract covering the period of January 1, 2010, through December 31, 2010.

The contract with Bergman Dacey Goldsmith shall be extended an additional twelve (12) months for the period January 1, 2014, through December 31, 2014.

The total cost of services requested by District and provided by Consultant under this extension shall not exceed \$300,000. 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 December 15, 2009, all other terms of the contract remain in full force and effect.

**DISTRICT**

**CONSULTANT**

**Capistrano Unified School District**

**Bergman Dacey Goldsmith, a  
Professional Law Corporation**

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

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

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

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

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

\_\_\_\_\_  
Title

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

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

EXHIBIT 13



## Consultant Agreement

This AGREEMENT is hereby entered into between the Capistrano Unified School District, hereinafter referred to as "DISTRICT" and Bergman & Dacey, Inc.

hereinafter referred to as "CONSULTANT."

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

WHEREAS, CONSULTANT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. **Services to be Provided by CONSULTANT:** General legal services as required by  
District. Fees and services per RFQ 10-0809.

2. **Term:** CONSULTANT shall commence providing services under this AGREEMENT on January 1, 2010 and will diligently perform as required and complete performance by December 31, 2010.

3. **Compensation:** DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed amount specified by District purchase order as per attached fee schedule Exhibit A and/or proposal Exhibit N/A. DISTRICT shall pay CONSULTANT after receipt of consultant invoice and with approval of a District representative.

4. **Expenses:** DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT except as follows:

N/A

5. **Independent Contractor:** CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONSULTANT's employees.

6. **Materials:** CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT except as follows: N/A

CONSULTANT's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Originality of Services:** CONSULTANT agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONSULTANT and shall not be copied in whole or in part from any other source, except that submitted to CONSULTANT by DISTRICT as basis for such services.

8. **Copyright/Trademark/Patent:** CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right,

title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONSULTANT consents to use of CONSULTANT's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon written notice of intention to terminate for cause. Cause shall include: (a) material violation of the AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed due to CONSULTANT's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall, upon the expiration of ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONSULTANT. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. **Hold Harmless:** CONSULTANT agrees to and shall defend, indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained arising out of activities/services provided by CONSULTANT or its subcontractors,

whether authorized by this Agreement or not. CONSULTANT further agrees to waive all rights of subrogation against the DISTRICT. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of DISTRICT or any of its agents or employees.

11. **Insurance:** Pursuant to Section 10, CONSULTANT agrees to carry a commercial general liability insurance and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONSULTANT and DISTRICT against liability or claims of liability, which may arise out of the AGREEMENT. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONSULTANT agrees to name DISTRICT and its officers, agents and employees as additional insured's by separate endorsement under said policy.

12. **Assignment:** The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.

13. **Compliance with Applicable Laws:** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

14. **Permits/Licenses:** CONSULTANT and all CONSULTANT's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

15. **Employment with Public Agency:** CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. **Entire Agreement/Amendment:** This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.
17. **Nondiscrimination:** CONSULTANT agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
18. **Non-waiver:** The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
19. **Notice:** All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

<u>DISTRICT</u>	<u>CONSULTANT</u>
Terry Fluent, Director of Purchasing Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 (949) 234-9441	Gregory M. Bergman Bergman & Dacey, Inc. 10880 Wilshire Blvd., #900 Los Angeles, CA 90024 (310) 470-6110

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



CONSULTANT NAME: Bergman & Dacey, Inc.

Contract No. C0910107

This AGREEMENT is entered into this 1st Day of January 2010.

DISTRICT:

CONSULTANT:

By: Terry Fluent  
Terry Fluent, Director of Purchasing

By: [Signature]  
Signature

Gregory M. Bergman  
Printed Name

President  
Title

12/15/09  
Board Approval Date

95-385-3032  
Social Security or Taxpayer Identification

### PRICING SHEET

The purpose of this form is to provide a standard format by which the Proposer submits to the DISTRICT

a summary of the estimated costs suitable for detailed review and analysis.

The Proposer shall complete the Price/Cost Proposal in its entirety.

The negotiated hourly rate shall become the basis for payment of invoices and will be reflected in the Consultant Agreement. Hourly rates shall remain fixed for the duration of the contract period.

The number of hours listed below are for evaluation purposes only, and may vary. The District does not guarantee the number of hours.

Legal Area CONSTRUCTION LITIGATION

Title	Number of Hours X	Hourly Rate =	Extension
Partner	50	\$250.00	\$12,500.00
Sr. Associate	100	\$225.00	\$11,250.00
Associate	100	\$225.00	\$11,250.00
Paralegal	50	\$115.00	\$5,750.00
Total Price			\$40,750.00

GREGORY M. BERGMAN

Print Name of Firm and Authorized Signer

  
Authorized Signature

95-3853032

Federal I.D. #/License

April 24, 2009

Date

**EXTENSION OF AGREEMENT NO. C0910107**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**BERGMAN & DACEY, INC.**

Consultant Agreement No. C0910107 called for an original 12-month contract covering the period of January 1, 2010, through December 31, 2010.

The contract with Bergman & Dacey, Inc., shall be extended an additional twelve (12) months for the period January 1, 2011, through December 31, 2011, at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on December 15, 2009, all other terms of the contract remain in full force and effect.

**DISTRICT**

**Capistrano Unified School District**

By:   
Signature


Terry Fluent

Director, Purchasing

Date: 1/5/11

**CONSULTANT**

**Bergman & Dacey, Inc.**

By:   
Signature

Gregory M. Bergman

Print Name

President

Title

Date: December 27, 2010

GREGORY M. BERGMAN  
JOHN P. DACEY  
MICHELE M. GOLDSMITH  
MITCHELL C. FREDERICK  
ARASH BERAL  
BRIAN J. BERGMAN  
ELINA GEYKHER

LAW OFFICES OF  
**BERGMAN & DACEY, INC.**  
SERVICE ■ LOYALTY ■ SOLUTIONS

LOS ANGELES  
10880 WILSHIRE BLVD, SUITE 900 LOS ANGELES, CALIFORNIA 90024  
TEL: 310.470.6110 FAX: 310.474.0931

ORANGE COUNTY  
17782 COWAN, SUITE 200 IRVINE, CA 92614-6097  
TEL: 949.494.1393 FAX: 949.494.8963

OF COUNSEL  
MARK W. WATERMAN  
LEAH S. BERGMAN  
KRISTI SJOHOLM-SIERCHIO  
ROBERT D. BERGMAN  
PATRICK S. KNIGHTLY  
NICHOLAS BROWNING III  
JAMES L. KEANE  
RICHARD A. FOND  
LLOYD A. BERGMAN (1923-1994)  
RICHARD V. GODINO (1929-2001)

November 3, 2010

OUR FILE NO 1024.02

Ms. Terry Fluent, Director of Purchasing  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, California 92675

Re: RFO 10-0809 – General Legal Services

Dear Ms. Fluent

Bergman & Dacey, Inc. wishes to extend its current contract with the Capistrano Unified School District for an additional twelve (12) months. Our rate structure will remain as is. The rates are:

Shareholders/Of Counsel - \$250.00

Associate - \$225.00

Paralegal - \$115.00

Please do not hesitate to contact me with any questions. Thank you.

Sincerely,



GREGORY M. BERGMAN

GMB/cd

**EXTENSION OF AGREEMENT NO. C0910107**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**BERGMAN & DACEY, INC.**

Consultant Agreement No. C0910107 called for an original 12-month contract covering the period of January 1, 2010, through December 31, 2010.

The contract with Bergman & Dacey, Inc., shall be extended an additional twelve (12) months for the period January 1, 2012, through December 31, 2012, at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on December 15, 2009, all other terms of the contract remain in full force and effect.

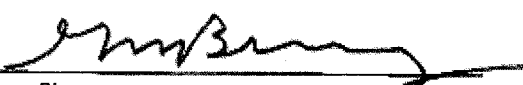
**DISTRICT**

**CONSULTANT**

**Capistrano Unified School District**

**Bergman & Dacey, Inc.**

By:   
Signature

By:   
Signature

Terry Fluent

GREGORY M. BERGMAN  
Print Name

Director, Purchasing

PRESIDENT  
Title

Date: 1/4/12

Date: 12/27/11

GREGORY M. BERGMAN  
JOHN P. DACEY  
MICHELE M. GOLDSMITH  
MITCHELL C. FREDERICK  
ARASH BERAL  
BRIAN J. BERGMAN  
ELINA GEYKHER  
NARBEH SHIRVANIAN  
OMAR BENGALI  
SHIRAZ KHALID

LAW OFFICES OF  
**BERGMAN & DACEY, INC.**  
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10880 WILSHIRE BLVD, SUITE 900 LOS ANGELES, CALIFORNIA 90024  
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TEL: 949.494.1393 FAX: 949.494.8963

OF COUNSEL  
MARK W. WATERMAN  
LEAH S. BERGMAN  
KRISTI SJOHOLM-SIERCHIO  
ROBERT D. BERGMAN  
JAMES L. KEANE  
RICHARD A. FOND  
SENIOR COUNSEL  
STUART SIMKE

LLOYD A. BERGMAN (1925-1984)  
RICHARD V. GODINO (1928-2001)  
NICHOLAS BROWNING III (1946-2011)

November 2, 2011

OUR FILE NO. 1024.02

Ms. Terry Fluent, Director of Purchasing  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, California 92675

Re: RFQ 10-0809 – General Legal Services

Dear Ms. Fluent:

Bergman & Dacey, Inc. wishes to extend its current contract with Capistrano Unified School District for the renewal period January 1, 2012 through December 31, 2012. We accept the 10% reduction as proposed.

	<u>Current Rates:</u>	<u>Proposed Rates for 2012:</u>
Shareholder/Of Counsel	\$250.00/hr	\$225.00/hr
Associate	\$225.00/hr	\$200.00/hr
Paralegal	\$115.00/hr	\$100.00/hr

Please do not hesitate to contact me with any questions.

Sincerely,



GREGORY M. BERGMAN

GMB/cd

AMENDMENT TO AGREEMENT NO. C0910107

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BERGMAN & DACEY, INC.

Consultant Agreement No. C0910107 shall be amended to replace the firm name of Bergman & Dacey, Inc. with Bergman Dacey Goldsmith, a Professional Law Corporation, effective as of March 1, 2012, and Board approved on April 25, 2012.

Except as set forth in this Amendment to Agreement, and Board approved on December 15, 2009, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Bergman Dacey Goldsmith, a  
Professional Law Corporation

By:   
Signature

By:   
Signature

Terry Fluent

John P. Dacey

Print Name

Director, Purchasing

Vice President

Title

Date: 7/3/12

Date: May 8, 2012

**EXTENSION OF AGREEMENT NO. C0910107**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**BERGMAN DACEY GOLDSMITH, A PROFESSIONAL LAW CORPORATION**

Consultant Agreement No. C0910107 called for an original 12-month contract covering the period of January 1, 2010, through December 31, 2010.


The contract with Bergman Dacey Goldsmith shall be extended an additional twelve (12) months for the period January 1, 2013, through December 31, 2013, at the prices shown in Exhibit A to this Extension Agreement.

The total cost of services requested by District and provided by Consultant under this extension shall not exceed \$300,000. 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 December 15, 2009, all other terms of the contract remain in full force and effect.

**DISTRICT**

**Capistrano Unified School District**

By:   
Signature

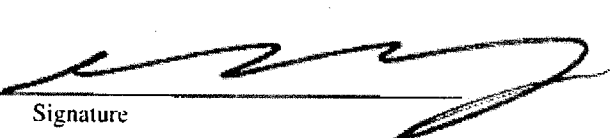
Terry Fluent

Director, Purchasing

Date: 12/19/12

**CONSULTANT**

**Bergman Dacey Goldsmith, a  
Professional Law Corporation**

By:   
Signature

Gregory M. Bergman  
Print Name

President  
Title

Date: November 27, 2012



GREGORY M. BERGMAN  
JOHN P. DACEY  
MICHELE M. GOLDSMITH  
MARK W. WATERMAN  
LEAH S. BERGMAN  
KRISTI SJOHOLM-SIERCHIO  
ROBERT D. BERGMAN  
JAMES L. KEANE  
RICHARD A. FOND  
MITCHELL C. FREDERICK  
ARASH BERAL  
BRIAN J. BERGMAN  
ELINA GEYKHER  
NARBEH SHIRVANIAN  
OMAR BENGALI

SENIOR COUNSEL  
STUART SIMKE



Los Angeles  
10880 Wilshire Blvd, Suite 900  
Westwood, CA 90024-4101  
TEL: 310.470.6110  
FAX: 310.474.0931

Orange County  
17762 Cowan, Suite 200  
Irvine, CA 92614-6097  
TEL: 949.494.1393  
FAX: 949.494.8963

LLOYD A. BERGMAN (1925-1994)  
RICHARD V. GODINO (1929-2001)  
NICHOLAS BROWNING III (1946-2011)

September 24, 2012

OUR FILE NO. 1024.02

**Via U.S. Mail and Electronic Mail**

Ms. Terry Fluent, Director of Purchasing  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, California 92675

Re: Renewal of Consultant Agreement No. C0910107

Dear Terry:

This letter is in response to your letter dated September 14, 2012, regarding the renewal of Bergman Dacey Goldsmith's Consulting Agreement for legal services. Please be advised that Bergman Dacey Goldsmith accepts the ten percent (10%) rate reduction for the renewal period of January 1, 2013, through December 31, 2013.

We appreciate the opportunity to continue to represent the District.

Very truly yours,

A handwritten signature in black ink that reads 'John P. Dacey'. The signature is written in a cursive, flowing style.

JOHN P. DACEY

KSS/cd



**EXTENSION OF AGREEMENT NO. C0910099**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**DANNIS WOLIVER KELLEY**

Consultant Agreement No. C0910099 called for an original 12-month contract covering the period of January 1, 2010, through December 31, 2010.

The contract with Dannis Woliver Kelley shall be extended an additional twelve (12) months for the period January 1, 2014, through December 31, 2014.

The total cost of services requested by District and provided by Consultant under this extension shall not exceed \$250,000. 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 December 15, 2009, all other terms of the contract remain in full force and effect.

**DISTRICT**

**CONSULTANT**

**Capistrano Unified School District**

**Dannis Woliver Kelley**

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

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

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

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

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

\_\_\_\_\_  
Title

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

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

EXHIBIT 14



## Consultant Agreement

This AGREEMENT is hereby entered into between the Capistrano Unified School District, hereinafter referred to as "DISTRICT" and Miller Brown & Dannis

hereinafter referred to as "CONSULTANT."

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

WHEREAS, CONSULTANT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. **Services to be Provided by CONSULTANT:** \_\_\_\_\_

General legal services as required by District. Fees and services per RFQ 10-0809

2. **Term:** CONSULTANT shall commence providing services under this AGREEMENT on January 1, 2010 and will diligently perform as required and complete performance by December 31, 2010.

3. **Compensation:** DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed amount specified by District purchase order as per attached fee schedule Exhibit A and/or proposal Exhibit N/A. DISTRICT shall pay CONSULTANT after receipt of consultant invoice and with approval of a District representative.

4. **Expenses:** DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT except as follows:

N/A

5. **Independent Contractor:** CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONSULTANT's employees.

6. **Materials:** CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT except as follows: N/A

CONSULTANT's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Originality of Services:** CONSULTANT agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONSULTANT and shall not be copied in whole or in part from any other source, except that submitted to CONSULTANT by DISTRICT as basis for such services.

8. **Copyright/Trademark/Patent:** CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right,

title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONSULTANT consents to use of CONSULTANT's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon written notice of intention to terminate for cause. Cause shall include: (a) material violation of the AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed due to CONSULTANT's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall, upon the expiration of ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONSULTANT. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. **Hold Harmless:** CONSULTANT agrees to and shall defend, indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained arising out of activities/services provided by CONSULTANT or its subcontractors,

whether authorized by this Agreement or not. CONSULTANT further agrees to waive all rights of subrogation against the DISTRICT. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of DISTRICT or any of its agents or employees.

11. **Insurance:** Pursuant to Section 10, CONSULTANT agrees to carry a commercial general liability insurance and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONSULTANT and DISTRICT against liability or claims of liability, which may arise out of the AGREEMENT. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONSULTANT agrees to name DISTRICT and its officers, agents and employees as additional insured's by separate endorsement under said policy.

12. **Assignment:** The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.

13. **Compliance with Applicable Laws:** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

14. **Permits/Licenses:** CONSULTANT and all CONSULTANT's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

15. **Employment with Public Agency:** CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

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

**17. Nondiscrimination:** CONSULTANT agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

**18. Non-waiver:** The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

<u>DISTRICT</u>	<u>CONSULTANT</u>
Terry Fluent, Director of Purchasing Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 (949) 234-9441	Janet L. Mueller Miller Brown & Dannis 750 B. Street, Suite 2310 San Diego, CA 92101 (619) 595-0202

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



CONSULTANT NAME: Miller Brown & Dannis Contract No. C0910099

21. **Attorney Fees/Costs:** Should litigation be necessary to enforce any terms or provisions of the AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, courts costs, and attorneys' fees.

22. **Governing Law:** The laws of the State of California shall govern the terms and conditions of this AGREEMENT with venue in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, the following exhibits, which are attached hereto and incorporated herein: (if applicable)

a. Exhibit A Pricing Sheet

b. Exhibit B Special Conditions

c. Exhibit C N/A

CONSULTANT NAME: Miller Brown & Dannis Contract No. C0910099

This AGREEMENT is entered into this 1st Day of January, 2010.

DISTRICT:

CONSULTANT:

By: Terry Flu  
Terry Fluent, Director of Purchasing

By: Janet Mueller  
Signature

Janet Mueller  
Printed Name

Shareholder  
Title

12/15/09  
Board Approval Date

94-3172834  
Social Security or Taxpayer Identification

### III. FEES/SERVICES SCHEDULE

#### PRICING SHEET

The purpose of this form is to provide a standard format by which the Proposer submits to the DISTRICT

a summary of the estimated costs suitable for detailed review and analysis.

The Proposer shall complete the Price/Cost Proposal in its entirety.

The negotiated hourly rate shall become the basis for payment of invoices and will be reflected in the Consultant Agreement. Hourly rates shall remain fixed for the duration of the contract period.

The number of hours listed below are for evaluation purposes only, and may vary. The District does not guarantee the number of hours.

Legal Area Human Resources, Education Services, Facilities Services, Special Education, Business Services, Government Relations, Central Office

Title	Number of Hours X	Hourly Rate =	Extension *
Partner	50	\$225 - 250	\$11,250 - \$12,500
Sr. Associate	100	\$210 - 225	\$21,000 - \$22,500
Associate	100	\$185 - 210	\$18,500 - \$21,000
Paralegal	50	\$110 - 125	\$5,500 - \$6,250
Total Price			\$56,750 - \$64,000

Miller Brown & Dannis/Janet L. Mueller  
Print Name of Firm and Authorized Signer

  
Authorized Signature

94-3172834  
Federal I.D. #/License

April 28, 2009  
Date

\*Per existing Agreement with CUSD, Deborah Ungar's rate for legal services through June 30, 2009 is \$225/hour.



Capistrano Unified School District  
Request for Qualifications No. 10-0809  
Fees/Services Schedule

Exhibit A

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**EXHIBIT B**

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
CONSULTANT AGREEMENT  
CONTRACT NO. C0910099**

**SPECIAL CONDITIONS**

**Paragraph 8** – “Copyright/Trademark/Patent”, shall be considered omitted

**Paragraph 9** – “Termination Clause”, 3-day notice shall be changed to 30-day notice. Remove sentence “If the cost to the District exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONSULTANT.

**Paragraph 11** – “Insurance”, Language stating that the consultant agrees to provide an endorsement to the policy that shall be primary, and any insurance carried by the District shall be excess and noncontributory shall be considered omitted. A certificate of liability insurance listing the District as Certificate Holder and Additional Insured will be acceptable.

**AMENDMENT TO CONSULTANT AGREEMENT NO. C0910099**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**MILLER BROWN & DANNIS**

Consultant Agreement No. C0910099 between Capistrano Unified School District and Miller Brown & Dannis shall be amended to reflect the new business name of Dannis Woliver Kelley (DWK). This change shall be incorporated into the original Agreement attached.


Except as set forth in this Amendment to Agreement, and Board approved on December 15, 2009, all other terms and conditions of the contract remain in full force and effect.


DISTRICT

CONTRACTOR

**Capistrano Unified School District**

**Dannis Woliver Kelley (DWK)**

By:   
Signature

By:   
Signature

Terry Fluent

Janet Mueller  
Print Name

Director, Purchasing

Shareholder  
Title

Date: 4/22/10

Date: 3-1-10

February 3, 2010

Susan Melly  
Special Education Director  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675



Re: Miller Brown & Dannis Will Become Dannis Woliver Kelley:  
New Name, Same Great People and Service

Dear Ms. Melly:

On March 1, 2010 Miller Brown & Dannis will take on the new firm name of Dannis Woliver Kelley (DWK). Although the name is changing, we will continue with all of the same attorneys, providing the same superior counsel and service. Our commitment to provide timely and excellent advice will remain as strong as ever.

We will continue to be the only law firm in California that has dedicated itself exclusively to serving school and community college districts for over 30 years. The DWK firm name reflects current leaders of our firm and affirms the past, present and future vision of all our attorneys: To be partners with districts throughout the state in their quest to provide excellent educational services to students.

Gregory J. Dannis, President of the firm, Sandra Woliver, and Managing Shareholder Mark Kelley are the named shareholders of DWK. Dannis Woliver Kelley will continue to assist our clients to meet all of the challenges confronting the people and institutions that make up California's public education system. DWK will keep on providing innovative and focused legal services consistent with its motto: Dedication, Wisdom, and Know-how.

This name change has no effect on your District's fee agreement with the firm. Our rates, scope of services, corporate structure, and attorneys remain the same as before. You will receive your 2010-2011 fee agreement later this spring with the new firm name included.

Please do not hesitate to contact us if you have any questions about this exciting development.

Very truly yours,

MILLER BROWN & DANNIS

Gregory J. Dannis  
President

Sandra Woliver  
Shareholder

Mark W. Kelley  
Shareholder

ON MARCH 1 2010

SAN FRANCISCO  
71 Stevenson Street  
Nineteenth Floor  
San Francisco, CA 94105  
Tel 415.543.4111  
Fax 415.543.4384

LONG BEACH  
301 East Ocean Boulevard  
Suite 1750  
Long Beach, CA 90802  
Tel 562.366.8500  
Fax 562.366.8505

SAN DIEGO  
750 B Street  
Suite 2310  
San Diego, CA 92101  
Tel 619.595.0202  
Fax 619.702.6202

[www.mbdlaw.com](http://www.mbdlaw.com)

**EXTENSION OF AGREEMENT NO. C0910099**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**DANNIS WOLIVER KELLEY**

Consultant Agreement No. C0910099 called for an original 12-month contract covering the period of January 1, 2010, through December 31, 2010.

The contract with Dannis Woliver Kelley shall be extended an additional twelve (12) months for the period January 1, 2011, through December 31, 2011, at the prices shown in Exhibit A to this Extension Agreement.


Except as set forth in this Extension Agreement, and Board approved on December 15, 2009, all other terms of the contract remain in full force and effect.

**DISTRICT**

**CONSULTANT**

**Capistrano Unified School District**

**Dannis Woliver Kelley**

By:   
Signature

By:   
Signature

Terry Fluent

Janet Mueller  
Print Name

Director, Purchasing

Managing Shareholder  
Title

Date: 11/5/11

Date: 12-17-10



DANNIS WOLIVER KELLEY

**JANET L. MUELLER**

Attorney at Law

jmueller@DWKesq.com

San Diego

November 2, 2010

**VIA FACSIMILE (949) 493-4083**

Terry Fluent  
Director of Purchasing  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675

Re: Dannis Woliver Kelley Consultant Agreement

Dear Ms. Fluent:

We received your letter dated November 2, 2010 and respond in the affirmative that we would like to extend our agreement with the Capistrano Unified School District at our current rate ranges for an additional twelve months (January 1, 2011-December 31, 2011). If you send us a contract reflecting the new term, we would be happy to execute it.

For clarification, please note that in the circumstance where an attorney is promoted into a different attorney classifications over the course of our agreement (for example, they have moved from "associate" to "senior associate," or from "senior associate" to "partner"), the hourly rate would be that of the new attorney classification.

Please do not hesitate to call if you should have any questions.

Very truly yours,

DANNIS WOLIVER KELLEY

A handwritten signature in black ink that reads "Janet Mueller".

Janet L. Mueller

JLM:jk

SF 465754v1

SAN FRANCISCO  
71 Stevenson Street  
19th Floor  
San Francisco, CA 94105  
TEL 415.543.4111  
FAX 415.543.4384

LONG BEACH  
301 East Ocean Boulevard  
Suite 1750  
Long Beach, CA 90802  
TEL 562.366.8500  
FAX 562.366.8505

SAN DIEGO  
750 B Street  
Suite 2310  
San Diego, CA 92101  
TEL 619.595.0202  
FAX 619.702.6202

www.DWKesq.com

DEDICATION  
WISDOM  
KNOW-HOW





## **FEES/SERVICES SCHEDULE**

January 1, 2011 - December 31, 2011

<b>Title</b>	<b>Hourly Rate</b>
Partner	\$225 - 250
Sr. Associate	\$210 - 225
Associate	\$185 - 210
Paralegal	\$110 - 125

**EXTENSION OF AGREEMENT NO. C0910099**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**DANNIS WOLIVER KELLEY**

Consultant Agreement No. C0910099 called for an original 12-month contract covering the period of January 1, 2010, through December 31, 2010.

The contract with Dannis Woliver Kelley shall be extended an additional twelve (12) months for the period January 1, 2012, through December 31, 2012, at the prices shown in Exhibit A to this Extension Agreement.


Except as set forth in this Extension Agreement, and Board approved on December 15, 2009, all other terms of the contract remain in full force and effect.


**DISTRICT**

**CONSULTANT**

**Capistrano Unified School District**

**Dannis Woliver Kelley**

By:   
Signature

By:   
Signature

Terry Fluent

Janet Mueller  
Print Name

Director, Purchasing

Managing Shareholder  
Title

Date: 1/10/12

Date: 1/3/12



DANNIS WOLIVER KELLEY

JANET L. MUELLER

Attorney at Law

jmueller@DWKesq.com

San Diego

November 14, 2011

**CONFIDENTIAL ATTORNEY-  
CLIENT PRIVILEGE**

**VIA EMAIL AND U.S. MAIL**

Terry Fluent  
Director of Purchasing  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675

Re: Dannis Woliver Kelley Contract Renewal;  
Our file 1855.1101

Dear Terry:

Thank you for your letter dated October 26, 2011 regarding renewal of our firm's Legal Services Agreement. For quite some time, Dannis Woliver Kelley has enjoyed an excellent working relationship with the Capistrano Unified School District and its administrative staff. Given the ongoing State of California fiscal crisis, you have asked us to help the District reduce its operating expenses by reducing our legal fees by ten percent in conjunction with renewing our Agreement for 2012. We are committed to assisting you to reduce your legal expenses and have outlined our proposal to you in this letter.

**Background Analysis**

As a basis for this proposal, we did an analysis of 2010 and 2011 billings, and summarize the following for you:

71 Stevenson Street  
19th Floor  
San Francisco, CA 94105  
TEL 415.543.4111  
FAX 415.543.4384

301 East Ocean Boulevard  
Suite 1750  
Long Beach, CA 90802  
TEL 562.366.8500  
FAX 562.366.8505

750 B Street  
Suite 2310  
San Diego, CA 92101  
TEL 619.595.0202  
FAX 619.702.6202

www.DWKesq.com



**CONFIDENTIAL ATTORNEY-  
CLIENT PRIVILEGE**

Terry Fluent  
Capistrano Unified School District  
November 14, 2011  
Page 2

**DWK Legal Services**

	<b>2010</b>	<b>2011 (through 9/30/11)</b>
<b>Total Fees &amp; Expenses</b>	\$307,348	\$206,009
<b>Area of Service:</b>		
<b>--Business Matters</b>	\$20,151	\$8,000
<b>--Construction Matters</b>	\$1,580	\$0.00
<b>--Charter Schools</b>	\$15,100	\$12,200
<b>--Special Education/Cases</b>	\$257,400	\$185,000
<b>--Labor Negotiations (training)</b>	\$3,500	\$0.00

**Proposal**

**1. Existing Fee Discounts**

a) Two Percent Discount. DWK has not raised its rate ranges since 2006-2007, and in 2008, we implemented a discount of 2% on all standard-rate legal services paid from the General Fund due to the fiscal crisis. The discount is taken off the total monthly cost of each separate invoice. The value of that discount to the District in 2010 was approximately **\$5,000** and in 2011 is at about **\$4,100**. Although we have not extended the 2% discount to entities paying less than our standard hourly rates, we have extended this discount to the District since its inception. We will keep this discount in place through 2012 for the District, even if it is eliminated elsewhere.

b) Shareholder Rate Cap. DWK shareholder rates range from \$245-350 per hour statewide, but shareholder rates were set at a maximum of \$250 per hour in conjunction with our 2009 Legal Services proposal. We will keep that cap in place through 2012 for the District, even if we implement a rate increase elsewhere.

**2. Hourly Rate Adjustments**

Legal services to the District from DWK were delivered by a core legal team of 4-5 firm attorneys. Because our shareholder rates are already capped at levels significantly below standard rates for several members of the District's core team, we cannot offer further reductions in those rates. However, we are willing to make the following rate adjustments for 2012:

**CONFIDENTIAL ATTORNEY-  
CLIENT PRIVILEGE**

Terry Fluent  
Capistrano Unified School District  
November 14, 2011  
Page 3

Ernest Bell: From \$220 to \$215/hour

Sarah Sutherland: From \$225 to \$220/hour

3. Travel Rate

We propose to reduce hourly travel costs to \$175 per hour for travel for special education-related meetings and appearances. We implemented that rate on a trial basis with respect to one recent special education matter, and we believe the parties were satisfied with that discount.

4. Office Visits/Discounted Flat Rate/Other Rate Options

a) Office Visits. We would be open to discussing providing an attorney to the District to hold "office hours" on a weekly basis (1 day per week) based on a flat rate per day for students, special education, and labor and employment consultation. Implementation of regularly-scheduled office visits in areas such as human resources and special education or day-to-day operational and board issues can help reduce legal costs overall because questions can be answered on the spot without the need for further follow-up. It also provides opportunity for better coordination of legal services among staff members who might otherwise duplicate effort on particular matters.

b) Scope Discounts. We are also willing to consider reducing rates further or developing some billing alternatives in exchange for handling a larger volume of the District's legal work or for handling additional scopes of work, such as personnel work, labor negotiations, construction, general litigation matters or other areas that we currently are not handling.

5. Other Cost Efficiencies

Upon request, we are willing to meet with you and District staff as applicable, to discuss other ways to reduce legal expenses and reliance on legal counsel. For example:

- We can work out systems to better estimate and track expected legal costs on particular matters, and to notify staff when we are approaching those cost thresholds;
- Based on our knowledge of District staff, procedures and systems, we can identify areas in which we believe staff can manage certain tasks in house more efficiently than relying on counsel; we can provide low cost, in-house trainings of key staff members to better enable them to handle such tasks. We would be happy to offer you a syllabus of trainings that might benefit staff in this regard.

**CONFIDENTIAL ATTORNEY-  
CLIENT PRIVILEGE**

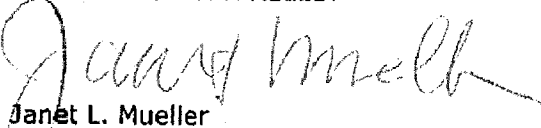
Terry Fluent  
Capistrano Unified School District  
November 14, 2011  
Page 4

In short, we view our relationship with the District as a partnership and are committed to helping you meet your budget objectives as much as possible in these difficult times. Please consider this proposal a request to renew our Agreement for 2012 on the foregoing terms.

If you have any questions about this letter, please call us. We look forward to hearing from you soon.

Sincerely,

DANNIS WOLIVER KELLEY

A handwritten signature in cursive script, appearing to read "Janet Mueller", written over the printed name.

Janet L. Mueller

JLM:jk

cc: Ron Lebs, Deputy Superintendent, Business Services

**EXTENSION OF AGREEMENT NO. C0910099**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**DANNIS WOLIVER KELLEY**

Consultant Agreement No. C0910099 called for an original 12-month contract covering the period of January 1, 2010, through December 31, 2010.

The contract with Dannis Woliver Kelley shall be extended an additional twelve (12) months for the period January 1, 2013, through December 31, 2013, at the prices shown in Exhibit A to this Extension Agreement.

The total cost of services requested by District and provided by Consultant under this extension shall not exceed \$250,000. 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 December 15, 2009, all other terms of the contract remain in full force and effect.

**DISTRICT**

**CONSULTANT**

**Capistrano Unified School District**

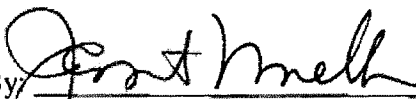
**Dannis Woliver Kelley**

By:   
Signature

Terry Fluent

Director, Purchasing

Date: 12/19/12

By:   
Signature

Janet Mueller  
Print Name

Managing Shareholder  
Title

Date: Nov. 27, 2012



JANET L. MUELLER  
Attorney at Law  
jmueller@DWKesa.com

San Diego

October 2, 2012

**CONFIDENTIAL ATTORNEY-  
CLIENT PRIVILEGE**

**VIA EMAIL AND U.S. MAIL**

Terry Fluent  
Director of Purchasing  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675

Re: Danniss Woliver Kelley Contract Renewal;  
Our file 1855.1101

Dear Terry:

Thank you for your letter dated September 14, 2012 regarding renewal of our firm's Legal Services Agreement. For quite some time, Danniss Woliver Kelley has enjoyed an excellent working relationship with the Capistrano Unified School District ("District") and its administrative staff and we would like to continue that relationship. Given the ongoing State of California fiscal crisis, you have asked us to help the District reduce its operating expenses by reducing our legal fees by ten percent in conjunction with renewing our Agreement for 2013.

This letter outlines our billing history with Capistrano, reviews our current fee discounts and makes proposals for cost reductions and efficiencies into 2013.

**Background Analysis**

We thought it would be helpful to summarize for you the history of our work and billings since 2010 to show volume and cost trends:

77 Stevenson Street  
19th Floor  
San Francisco, CA 94105  
TEL 415.543.4111  
FAX 415.543.4384

301 East Ocean Boulevard  
Suite 1750  
Long Beach, CA 90802  
TEL 562.366.8500  
FAX 562.366.8505

150 B Street  
Suite 2310  
San Diego, CA 92101  
TEL 619.595.0202  
FAX 619.702.6202

[www.DWKesa.com](http://www.DWKesa.com)

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365



**CONFIDENTIAL ATTORNEY-  
CLIENT PRIVILEGE**

Terry Fluent  
Capistrano Unified School District  
October 2, 2012  
Page 2

**DWK Legal Services**

	<b>2010</b>	<b>2011</b>	<b>2012 (through 8/31/12)</b>
<b>Total Fees &amp; Expenses</b>	\$307,348	\$282,355	\$214,874
<b>Area of Service:</b>			
--Business Matters	\$20,151	\$14,105	\$14,447
--Construction Matters	\$1,580	\$0	\$0
--Charter Schools	\$15,100	\$16,938	\$27,325
--General Legal/Board		\$4,176	\$3,059
--Special Education	\$257,400	\$239,312	\$150,620
--Labor Matters			\$1,854
--Labor Negotiations		\$7,822	\$17,569
--Labor Negotiations (training)	\$3,500	\$0	\$0

Please note that although total billings are up slightly over this time last year, costs have come down since 2010, and we have added a new scope of work - labor negotiations - to our services for the District. In addition, the volume of work in the area of charter schools increased as a result of specific issues the District is facing. Special education services costs, which historically have comprised the bulk of our billings, have come down, and our firm had superior outcomes in several cases this year.

1. Existing Fee Discounts and Proposal

Our current rates went into effect in 2009 through a Request for Proposals process. At that time, we offered the District a lower rate structure than our statewide rates, and thereafter, we held them constant and then discounted them further last year for specific key attorneys, even when our rates increased elsewhere throughout California.

Specifically, shareholder rates in our firm within California range from \$245-350 per hour, depending on experience. However, our shareholder hourly rate for the District is capped at \$250. In addition, last year we reduced hourly rates for two senior associates who were handling a greater volume of work for the District, and put a reduced "travel rate" into effect for special education case handling. On top of these reductions, we also extended to the District our 2% "fiscal crisis discount" off the

**CONFIDENTIAL ATTORNEY-  
CLIENT PRIVILEGE**

Terry Fluent  
Capistrano Unified School District  
October 2, 2012  
Page 3

bottom line of every invoice, although that discount was not given to clients on discounted fee structures.

All told, these rate concessions for 2012 have to date provided over **\$17,000 in savings** to the District over our regular rates.

We believe we have offered the District the lowest possible hourly rates that we can, and have continued to forego rate increases each year despite increases in our cost of doing business and rate increases elsewhere. **As our proposal to you for 2013, we will hold hourly rate ranges at 2012 levels, and we will extend the \$175 per hour travel rate to all matters.**

2. Office Visits/Discounted Flat Rate/Other Rate Options

a) Office Visits. We would be open to discussing providing an attorney to the District to hold "office hours" on a weekly basis (1 day per week) based on a flat rate per day for students, special education, and labor and employment consultation. Implementation of regularly-scheduled office visits in areas such as human resources and special education or day-to-day operational and board issues can help reduce legal costs overall because questions can be answered on the spot without the need for further follow-up. It also provides opportunity for better coordination of legal services among staff members who might otherwise duplicate effort on particular matters.

b) Scope Discounts. We are also willing to consider reducing rates further or developing some billing alternatives in exchange for handling a larger volume of the District's legal work or for handling additional scopes of work, such as personnel work, construction, general litigation matters or other areas that we currently are not handling.

3. Other Cost Efficiencies

Upon request, we are willing to meet with you and District staff as applicable, to discuss other ways to reduce legal expenses and reliance on legal counsel. For example:

- We can work out systems to better estimate and track expected legal costs on particular matters, and to notify staff when we are approaching those cost thresholds;
- Based on our knowledge of District staff, procedures and systems, we can identify areas in which we believe staff can manage certain tasks in house more efficiently than relying on counsel; we can provide low cost, in-house trainings of key staff members to better enable them to handle such tasks. We would be happy to offer you a syllabus of trainings that might benefit staff in this regard.

**CONFIDENTIAL ATTORNEY-  
CLIENT PRIVILEGE**

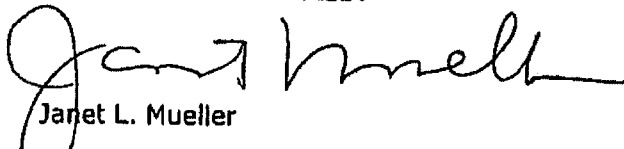
Terry Fluent  
Capistrano Unified School District  
October 2, 2012  
Page 4

In short, we view our relationship with the District as a partnership and are committed to helping you meet your budget objectives as much as possible in these difficult times. Please consider this proposal a request to renew our Agreement for 2013 on the foregoing terms.

If you have any questions about this letter, please call us. We look forward to hearing from you soon.

Sincerely,

DANNIS WOLIVER KELLEY



Janet L. Mueller

JLM:jk



**EXTENSION OF AGREEMENT NO. I1112088**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**ALPENSPRUCE, LLC**

Independent Contractor Agreement No. I1112088 called for an original 12-month contract covering the period of December 1, 2011, through November 30, 2012.

The contract with AlpenSpruce, LLC shall be extended an additional twelve (12) months for the period December 1, 2013, through November 30, 2014.

The total cost of services requested by District and provided by Consultant under this extension shall not exceed \$75,000. 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 November 30, 2011, all other terms of the contract remain in full force and effect.

**DISTRICT**

**CONSULTANT**

**Capistrano Unified School District**

**AlpenSpruce, LLC**

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

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

Terry Fluent

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

Director, Purchasing

\_\_\_\_\_  
Title

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

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

EXHIBIT 15

CONTRACTOR'S NAME: AlpenSpruce, LLC

CONTRACT No. 11112088



## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and AlpenSpruce, LLC hereinafter referred to as "CONTRACTOR".

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

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

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Services related to the development, training and deployment of SharePoint software and additional services as required.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on December 1, 2011, and will diligently perform as required and complete performance by November 30, 2012.

CONTRACTOR'S NAME: AlpenSpruce, LLC

CONTRACT No. II112088

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A ).

DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: All travel expenses not to exceed \$3,000.00.

5. **Independent Contractor:** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as in independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT, and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR'S employees.

6. **Materials:** CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: None

CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

CONTRACTOR'S NAME: AlpenSpruce, LLC

CONTRACT No. I1112088

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

**8. Copyright/Trademark/Patent:** CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

**9. Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

3



CONTRACTOR'S NAME: AlpenSpruce, LLC

CONTRACT No. 11112088

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

**10. Hold Harmless:** CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

**11. Insurance:** Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

CONTRACTOR'S NAME: AlpenSpruce, LLC

CONTRACT No. 11112088

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

**12. Assignment:** The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

**13. Compliance with Applicable Laws:** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by the AGREEMENT or accruing out of the performance of such services.

**14. Permits/Licenses:** CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

**15. Employment with Public Agency:** CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

**16. Entire Agreement/Amendment:** This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

CONTRACTOR'S NAME: AlpenSpruce, LLC

CONTRACT No. 11112088

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. **Nondiscrimination:** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

18. **Non Waiver:** The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

**DISTRICT:**

Terry Fluent, Director, Purchasing  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675

**CONTRACTOR:**

AlpenSpruce, LLC  
6011 174th St. SE  
Snohomish, WA 98296

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

CONTRACTOR'S NAME: AlpenSpruce, LLC

CONTRACT No. 11112088

21. **Attorney Fees/Costs:** Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

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

23. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	<u>Fee Schedule (Dated 11/2/2011)</u>
b. Exhibit	B	<u>None</u>
c. Exhibit	C	<u>None</u>

THIS AGREEMENT IS ENTERED INTO THIS 1st DAY OF December, 2011.

Capistrano Unified School District

Name of District

By: 

Terry Fluent

Typed Name

Director, Purchasing

Title

November 30, 2011

Board Approval Date

Initials/Date BH 11/8/11

AlpenSpruce, LLC

Contractor Name

Signature: 

Christopher Mayer

Typed or Printed Name

Principal

Title

26-3153337

Taxpayer Identification Number



*AlpenSpruce*

**Project:**

**Employee Requisition and Open Enrollment work description.**

**Prepared For:**

**Capistrano Unified School District**

33122 Valle Road

San Juan Capistrano, California 92675

(949) 234-9200 Phone | (949) 493-8729 Fax

**Prepared By:**

**AlpenSpruce, LLC**

Christopher Mayer

6011 174<sup>th</sup> ST SE

SNOHOMISH, WA 98296

425-591-5925

**Submitted: 11/2/2011**



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## 1 - DESCRIPTION OF WORK AND SPECIFICATIONS

This Description of Work ("DOW") is prepared for Capistrano Unified School District ("Client") by AlpenSpruce Consulting ("Vendor").

The Vendor will provide seasoned expertise in these areas to deliver "world class" service and support. In addition to the areas listed below, the Vendor will provide additional value added support in terms of strategic guidance to ensure that the level of effort is maximized for greatest efficiency.

### OUR UNDERSTANDING

Within the scope of this document, DISTRICT is undertaking two software initiatives that are designed to eliminate cumbersome paper processes and heavy District user workload.

The first, Employee Requisition ("ER") is an application, that will be SharePoint based, that will allow an internal user to initiate an Employee Requisition. This ER will then follow a defined workflow that will populate forms with data from existing systems, thereby minimizing the necessary amount of user keyed information, and then be routed for approval through the various stages required to realize an approved requisition.

The second, Open Enrollment, also known as School Transfer, is a combination of a Web Application that will allow Parents/Guardians to initiate and a Transfer Request, and a SharePoint Application that will allow District staff to manage the request through to approval or rejection. The web Application will collect the minimum amount of information necessary for a parent to be able to uniquely identify their student(s) and request the initiation of a transfer request. The SharePoint Application will allow District staff to review applications, update school position availability, assign positions to top priority requests, and conduct lotteries for open positions on a per school basis.

### SERVICES

The contractor, throughout the implementation of these two initiatives will provide the general professional services necessary to ensure delivery within established timelines and budgetary constraints. These general services shall include, but are not limited to the following:

- A. Business Analysis and Technical Consultation
- B. Software, system and SharePoint Development, Testing and Troubleshooting
- C. Systems Integration
- D. Application deployment
- E. Training
- F. Project Management
- G. User Interface Design & Graphics Production



## 2 - DELIVERABLES

In addition the general services, each initiative has Milestones and deliverables associated with it. The Milestone grids below show those respective deliverables and the estimation of hours that is estimated to complete those tasks. Estimations were done based on the information known and gathered at the time this document was prepared:

### EMPLOYEE REQUISITION DELIVERABLES

Milestone	Description	Hours Estimation
<b>Forms for Parts A, B,C, D</b>	Create forms, based on the existing Employee Requisition documents, which will allow users to input the necessary information at the pertinent stages in the workflow. These forms will be utilized for both Classified and Certificated requisitions.	<b>32</b>
<b>QSS integration</b>	Pre-populate forms with available information from QSS such to minimize user entry of data	<b>22</b>
<b>Work Flow process</b>	Ensure there is unilateral understanding of the workflow stages	<b>21</b>
<b>Roles Support</b>	Implementation of role based access and visibility for the defined roles to respective forms	<b>24</b>
<b>Task Dashboards</b>	Implement dashboards, targeted to roles and users, which show the state of each requisition and the task or approval that is required next.	<b>27</b>
<b>Task messaging and reminders</b>	Implement messaging, notifications and reminders to targeted roles and users such that users are informed as to ER progress and reminded that tasks are due to keep the process moving forward.	<b>32</b>
<b>Testing</b>	Unit and user testing of all the components and workflow processing. This stage will be done in conjunction with CUSD User Acceptance Testing personnel who will conduct user testing as well.	<b>48</b>
<b>Reports</b>	Creation of reports that show pertinent metrics about the ER process	<b>31</b>
<b>Deployment</b>	Continuous deployment and configuration of release builds to the District environment(s), including test and production.	<b>28</b>
<b>Training</b>	Train the Trainer level transition so the District is able to be self sufficient in the roll-out and adoption of the application	<b>16</b>
		<b>281</b>





## OPEN ENROLLMENT/SCHOOL TRANSFER DELIVERABLES

Milestone	Description	Hours Estimation
<b>Update and finalize mockups to reflect user interfaces and process flow.</b>	This includes design of the forms that Parents/Guardians will see and use when they initiate a request, the forms District staff will use to administer the process and the workflow that will take a request from application to approval or decline.	<b>8</b>
<b>Parent or Guardian internet request submission form</b>	A Parent will be able to visit the District site and enter information into a form to initiate a request. The form will collect the minimum amount of information as necessary, and will also allow the collection of a new address. Verification of an address will be required upon award of the request.	<b>17</b>
<b>District interface forms for request review approve, and decline</b>	Implementation of District application administrator forms that allow for request review. The requests can be edited, or updated, and the status can be changed, such as to approve or award.	<b>32</b>
<b>Queue Lottery for automatic request approve and decline</b>	As schools have openings available, the system will be able to designate which top priority applications are randomly assigned to those open positions. The number of open positions available at a school will be manually updated, by a School's administrator, and will be decremented accordingly with assignment of lottery positions.	<b>20</b>
<b>Parent or Guardian request status form</b>	Once a parent has submitted a request, they will be issued a request number. They can use that number at any point to return to the site and check the status of their request.	<b>15</b>
<b>Roles Support</b>	Currently there appears to be three classes of users: district application administrators, members, and viewers. Application administrators have full access, members are limited to a school but have some write access, and viewers have only read access	<b>16</b>
<b>Form emails delivered to the parent automatically as the student passes through various stages</b>	As requests are approved or declined, emails will be sent to parents that have been indicated this is their preferable form of communication.	<b>17</b>
<b>QSS Integration</b>	As an administrator, I want to have the student information automatically populate in the tool so that I do not have to manually enter or switch between systems	<b>16</b>
<b>Notification letters in batch printable for parents that do not use the internet</b>	The application will allow for hard copy letters to be created and printed out by a District Application Administrator, such that they can be mailed out to Parents who cannot be updated or informed via email.	<b>16</b>
<b>Testing</b>	Unit and user testing of all the components and workflow processing. This stage will be done in conjunction with CUSD User Acceptance Testing personnel who will conduct user testing as well.	<b>40</b>
<b>Reports</b>	Creation of reports that show pertinent metrics about the Transfer process. These reports will include both District wide aggregates as well as school specific.	<b>24</b>
<b>Deployment</b>	Continuous deployment and configuration of release builds to the	<b>20</b>



	District environment(s), including test and production.	
Training	Train the Trainer level transition so the District is able to be self sufficient in the roll-out and adoption of the application	16
		257

### 3 - PRICING

RESOURCE	RATE
Consultant	\$125 / hr

#### ADDITIONAL EXPENSES

All travel expenses directly related to project activity incurred by AlpenSpruce in connection with its performance of the Services for Client will be reimbursed by Client, to a maximum of \$3000 in accordance with Payment Terms. All expenses and disbursements will be pre-approved by Client.

**EXTENSION OF AGREEMENT NO. I1112088**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**ALPENSPRUCE, LLC**

Independent Contractor Agreement No. I1112088 called for an original 12-month contract covering the period of December 1, 2011, through November 30, 2012.

The contract with AlpenSpruce, LLC shall be extended an additional twelve (12) months for the period December 1, 2012, through November 30, 2013, at the prices shown in Exhibit A to this Extension Agreement.

The total cost of services requested by District and provided by Consultant under this extension shall not exceed \$75,000. 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 November 30, 2011, all other terms of the contract remain in full force and effect.


**DISTRICT**

**CONSULTANT**

**Capistrano Unified School District**

**AlpenSpruce, LLC**

By:   
Signature

By:   
Signature

Terry Fluent

Christopher Mayer  
Print Name

Director, Purchasing

Principal  
Title

Date: 1/7/13

Date: 11/29/2012





Exhibit A

October 1, 2012

Terry Fluent  
[TFluent@CapoUSD.org](mailto:TFluent@CapoUSD.org)  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675

**Subject: Renewal Independent Contractors Agreement No. I1112088**

Dear Terry,

Please consider this letter as official confirmation of our wish to extend our existing contract, I1112088, for an additional 12-month period through November 30, 2013.

In efforts to help control your costs while managing the state's ongoing financial crisis, and per your direct request, I will reduce my fees for all services by 10% for the renewal period of December 1, 2012 through November 30, 2012.

Sincerely,

Christopher Mayer  
[Chris@AlpenSpruce.com](mailto:Chris@AlpenSpruce.com)  
415-591-5925

6012 174<sup>TH</sup> ST SE  
Snohomish, WA  
98296



# CAPISTRANO UNIFIED SCHOOL DISTRICT

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

**BOARD OF TRUSTEES**  
GARY PRITCHARD, PH. D.  
PRESIDENT  
JOHN M. ALPAY  
VICE PRESIDENT  
LYNN HATTON  
CLERK  
ELLEN M. ADDONIZIO  
JACK R. BRICK  
ANNA BRYSON  
SUE PALAZZO  
**SUPERINTENDENT**  
JOSEPH M. FARLEY, ED.D.

September 14, 2012

Christopher Mayer  
AlpenSpruce, LLC  
6011 174<sup>th</sup> ST SE  
Snohomish, WA 98296

**Subject: Renewal Independent Contractors Agreement No. I1112088**

Dear Mr. Mayer:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on November 30, 2012.

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 December 1, 2012 through November 30, 2013. **Should your company wish to extend the contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by October 1, 2012.**

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9436.

Sincerely,

Terry Fluent  
Director, Purchasing

**COPY**

Page 3 of 17



October 1, 2012

Terry Fluent  
[TFluent@CapoUSD.org](mailto:TFluent@CapoUSD.org)  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675

**Subject: Renewal Independent Contractors Agreement No. I1112088**

Dear Terry,

Please consider this letter as official confirmation of our wish to extend our existing contract, I1112088, for an additional 12-month period through November 30, 2013.

In efforts to help control your costs while managing the state's ongoing financial crisis, and per your direct request, I will reduce my fees for all services by 10% for the renewal period of December 1, 2012 through November 30, 2012.

Sincerely,

Christopher Mayer  
[Chris@AlpenSpruce.com](mailto:Chris@AlpenSpruce.com)  
415-591-5925

6012 174<sup>TH</sup> ST SE  
Snohomish, WA  
98296



### **PUBLIC NOTICE**

On an as needed, on-going basis, Capistrano Unified School District will be disposing of surplus personal property by public auction, sealed bid, or other appropriate method of disposal. The surplus items will be disposed of through the firm of InterSchola.

The auction website is located at  
[http://www.interschola.com/auctions.php?store\\_categories\\_id=12&district=2092](http://www.interschola.com/auctions.php?store_categories_id=12&district=2092)

The disposal of surplus District personal property will be conducted in accordance with Education Code §17545 and 17546.

Date: November 6, 2013

---

Joseph M. Farley, Superintendent





CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of November 6, 2013  
Classified Employees

**ACCEPT RESIGNATIONS/TERMINATIONS**

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Anderson, Karen	IF-Sp Ed	Voluntary	01/08/2013	10/08/2013
2. Bertussi, Gionna	Nursing Specialist	Voluntary	10/03/2011	10/14/2013
3. Corder, Richard	ASB Worker	District Initiated	08/20/2002	10/17/2013
4. Eshaiker, Nahid	IF-Sp Ed	Other Employment	03/12/2013	09/06/2013
5. Gross, Jeffrey	Sub Campus Supvr Sub Academic Advisor	District Initiated	11/15/2012	10/17/2013
6. Haude, Cindy	Payroll Specialist	Retirement	11/28/2005	11/01/2013
7. Hernandez, Amy	Inst Asst-Sp Ed	Personal	09/16/2013	09/27/2013
8. Iannucci, Lori	FS Worker	Relocation	08/24/2005	10/31/2013
9. Irish, Lillian	Student Supvr	Other Employment	11/15/2012	09/27/2013
10. Johnson, Kerry	Student Supvr	Voluntary	09/15/2010	09/20/2013
11. Lawyer, Kem	ASB Worker	District Initiated	08/25/1997	10/17/2013
12. Levesque, Claudette	ASB Worker	District Initiated	10/17/1996	10/17/2013
13. Lewis Sally	Student Supvr	Personal	09/08/2009	09/27/2013
14. Magwood, Donna	IF-Sp Ed	Personal	05/01/2006	10/18/2013
15. Ortiz, Juan	Supvr IV, Trans Operations	Probationary	03/18/2013	10/15/2013
16. Romero, Richard	Groundskeeper	Deceased	05/17/1983	10/26/2013
17. Santibanez, Allison	Occupational Therapist	Voluntary	08/30/2010	11/01/2013
18. Soto, Katrina	Inst Asst-Sp Ed	Retirement	09/20/1989	12/26/2013
19. Wynne, Bertha	Student Supvr	Personal	03/17/2011	10/25/2013

**APPROVE EMPLOYMENT**

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
20. Exon, Laurel	Presch Teacher (9.5mo/30hpw)	\$ 3,202.29 mo	R31-1	11/07/2013
21. Kyne, Lynn	Occupational Therapist (12mo/40hpw)	\$ 5,792.06 mo	R55-1	11/07/2013
22. Stangarone, Staci	Sch Secretary II (10.75mo/40hpw)	\$ 3,047.00 mo.	R29-1	11/07/2013
<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
23. Gapp, Caroline	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	11/07/2013

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**APPROVE EMPLOYMENT (Cont.)**

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
24. Kono, Mary	FS Worker (9.5mo/15hpw)	\$12.14 hr	R14-1	11/07/2013
25. Morris, Joseph	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	11/07/2013

<u>Name</u>	<u>Recall from Layoff</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
26. Berkowitz, Katherine	Inst Asst-Presch (9.5mo/17.5hpw)	\$20.32 hr	R23-10	11/07/2013
27. Nichols, Marlene	Inst Asst-Presch (9.5mo/17.5hpw)	\$15.92 hr	R23-2	11/07/2013
28. Ling, Reiko	Inst Asst-Presch (9.5mo/15hpw)	\$16.72 hr	R23-3	11/07/2013
29. VanScheik, Jessie	Inst Asst-Presch (9.5mo/17.5hpw)	\$16.72 hr	R23-3	11/07/2013

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
30. Benner, Angel	IF-Sp Ed	\$14.79 hr	R22-1	11/07/2013
31. Casica, Anita	Student Supvr	\$10.00 hr		10/24/2013
32. Clark, Vernetra	Caregiver	\$15.15 hr	R19-3	09/09/2013
33. Cribioli, Elizabeth	Student Supvr	\$10.00 hr		11/07/2013
34. Gutierrez, Joe	Sub Student Supvr	\$10.00 hr		10/07/2013
35. Lensky, Michelle	Student Supvr	\$10.00 hr		11/07/2013
36. Lewis, Sally	Student Supvr	\$10.00 hr		09/28/2013
37. Magwood, Donna	IF-Sp Ed	\$14.79 hr	R22-1	11/07/2013
38. Nava De Romero, Martha	Student Supvr	\$10.00 hr		11/07/2013
39. Rinefort, Juli	IF-Sp Ed	\$14.79 hr	R22-1	09/05/2012
40. Soto, Marta	Student Supvr	\$10.00 hr		10/24/2013

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
41. May-Brown, Thomas	Student Worker	\$8.00 hr	09/03/2013- 06/30/2014

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**APPROVE CO-CURRICULAR ASSIGNMENTS**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
42. Kendrick, Marc	Softball, Girls' (Head)	Capistrano Valley HS	\$ 3,521.00	03/01/2014- 05/16/2014
43. Lepe, Emmanuel	Water Polo, Boys'	Tesoro HS	\$ 2,641.00	09/02/2013- 11/08/2013
44. Nikolenko, Max	Trainer, HS	Dana Hills HS	\$ 3,521.00	09/09/2013- 06/24/2014
45. Souza, Dan	Trainer, HS	San Clemente HS	\$ 3,521.00	08/15/2013- 06/24/2014
46. Walsh, John	Cross Country, Boys' Varsity (Head)	Aliso Niguel HS	\$ 3,301.00	08/30/2013- 11/05/2013
47. Werner, Danny	Surfing, Boys' Varsity (Head)	Aliso Niguel HS	\$ 3,301.00	08/30/2013- 11/05/2013
48. Yoder, Curtis	Volleyball, Girls' Varsity (Asst)	San Juan Hills HS	\$ 2,641.00	08/01/2013- 11/07/2013

**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
49. Ambrose, Cody	Soccer, Girls' (Asst)	Capistrano Valley HS	\$ 1,000.00	09/09/2013- 11/09/2013
50. Bobovnik, Norman	Woodwind, HS	San Clemente HS	\$ 4,000.00	11/07/2013- 06/24/2014
51. Cardenas, Erik	Baseball, Boys' (Asst)	San Juan Hills HS	\$ 4,000.00	09/09/2013- 02/28/2014
52. Friend, Cody	Basketball, Boys' (Asst)	Capistrano Valley HS	\$ 2,200.00	10/16/2013- 02/01/2014
53. Garrett, Brianna	Tennis, Boys' (Asst)	Tesoro HS	\$ 2,300.00	09/02/2013- 11/01/2013
54. Gurbach, David	Baseball, Boys' (Asst)	San Juan Hills HS	\$ 4,000.00	09/09/2013- 02/28/2014
55. Henderson, Zach	Lacrosse, Boys' (Asst)	Aliso Niguel HS	\$ 600.00	10/07/2013- 11/10/2013
56. Herman, James	Drum Line, HS	Aliso Niguel HS	\$ 2,000.00	08/15/2013- 04/30/2014
57. Johnson, Daniel	Athletic Trainer, HS	Capistrano Valley HS	\$ 2,560.00	08/13/2013- 09/06/2013

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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>
58. Koeliker, Kristina	Volleyball, Girls' (Asst)	Tesoro HS	\$ 2,174.05	09/02/2013- 11/06/2013
59. Makishima, Allen	Drum Line, HS	San Clemente HS	\$ 7,000.00	09/05/2013- 06/24/2014
60. Napora, Justin	Baseball, Boys' (Asst)	San Juan Hills HS	\$ 4,000.00	09/09/2013- 02/28/2014
61. Powell, Neil	Soccer, Girls' (Asst)	Capistrano Valley HS	\$ 3,200.00	09/09/2013- 11/09/2013
62. Schwartzburg, Heather	Softball, Girls' (Asst)	Capistrano Valley HS	\$ 3,080.00	11/07/2013- 05/01/2014
63. Torres, Zachary	Basketball, Boys' Varsity (Head)	San Juan Hills HS	\$ 2,800.00	11/07/2013- 02/29/2014
64. Trabattoni, Claudio	Soccer, Girls' (Asst)	Capistrano Valley HS	\$ 2,640.00	09/20/2013- 02/01/2014
65. Williams, Michelle	SOCSA	Dana Hills HS	\$ 5,000.00	09/09/2013- 06/24/2014
66. Worthington, Arielle	Waterpolo, Girls' (Asst)	Aliso Niguel HS	\$ 1,500.00	10/07/2013- 11/20/2013

**APPROVE EMPLOYMENT PENDING CLEARANCES**

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
67. Miller, Daphne	MS Lib Media Tech (10.5mo/40hpw)	\$ 2,830.36	R26-1	11/07/2013

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
68. Barrientos, Belem	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	11/07/2013
69. Boland, Alissa	Inst Asst-Sp Ed Presch (9.5mo/17.5hpw)	\$13.74 hr	R19-1	11/07/2013
70. Booher, Anastasia	Inst Asst-Sp Ed (9.5mo/17.5npw)	\$14.08 hr	R20-1	11/07/2013

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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>
71. Chomin, Kristin	Inst Asst-Presch (9.5mo/15hpw)	\$15.16 hr	R23-1	11/07/2013
72. Espaldon, Michelle	IF-Sp Ed (9.5mo/30hpw)	\$14.79 hr	R22-1	11/07/2013
73. Gapp, Caroline	Inst Asst-Sp Ed Presch (9.5mo/17.5hpw)	\$13.74 hr	R19-1	11/07/2013
74. Ginther, Lori	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	11/07/2013
75. Gray, Kelly	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	11/07/2013
76. Johnson, Christina	Inst Asst-Sp Ed (9.5mo/17.5npw)	\$14.08 hr	R20-1	11/07/2013
77. Kirschner, Virginia	FS Worker (9.5mo/15hpw)	\$12.14 hr	R14-1	11/07/2013
78. Lakshminarayana, Namitah	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	11/07/2013
79. Licata, Suzanne	IF-Sp Ed (9.5mo/30hpw)	\$14.79 hr	R22-1	11/07/2013
80. Macbeth, Jonell	Literacy Intervention Asst (9.5mo/17.5hpw)	\$16.33 hr	R26-1	11/07/2013
81. Mora, Holly	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	11/07/2013
82. Newsom, Aimee	IF-Sp Ed (9.5mo/30hpw)	\$14.79	R22-1	11/0/2013
83. Norland, Connie	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	11/07/2013
84. Oshiro, Dianna	IF-Autism (9.5mo/30hpw)	\$14.79 hr	R22-1	10/24/2013
85. Osterfield, Kirsten	Inst Asst-Presch (9.5mo/10hpw)	\$15.16 hr	R23-1	11/07/2013
86. Pamireddy, Sritha	Inst Asst-Presch (9.5mo/10hpw)	\$15.16 hr	R23-1	11/07/2013
87. Pinon, Cassie	Inst Asst-Presch (9.5mo/10hpw)	\$15.16 hr	R23-1	11/07/2013
88. Roberts, Stacy	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	11/07/2013

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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>
89. Spivak, Liora	IF-Sp Ed (9.5mo/30hpw)	\$14.79 hr	R22-1	11/07/2013
90. Wilde, Melita	IF-Sp Ed (9.5mo/30hpw)	\$14.79 hr	R22-1	11/07/2013
91. Winenger, Ashley	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	11/07/2013

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
92. Arancivia, Samuel	School Bus Driver	\$17.49 hr	R28-1	11/07/2013
93. Fernandez-Sierra, Maria	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	11/07/2013
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	IF-Sp Ed	\$14.79 hr	R22-1	
94. Illig, Morgan	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	11/07/2013
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	IF-Sp Ed	\$14.79 hr	R22-1	
95. Smirl, Melena	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	11/07/2013
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	IF-Sp Ed	\$14.79 hr	R22-1	

**APPROVE PROMOTION**

<u>Name</u>	<u>Former Position</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
96. Friesz, Linda	Personnel Asst. (12mo/40hpw)	HR Specialist (12mo/40hpw)	R21-5	11/07/2013
97. Martin, Brooke	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-5	11/07/2013
98. Soderin, Bonnie	Presch Resource Teacher (9.5mo/30hpw)	Presch Site Facilitator (9.5mo/40hpw)	R33-6	11/07/2013
99. Stanley, Dawn	Health Asst. (9.5mo/17.5hpw)	Registrar (10.75mo/40hpw)	R28-3	11/07/2013

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**APPROVE ASSIGNMENT ADJUSTMENTS**

<u>Name</u>	<u>Former Position</u>	<u>Assignment Adjustment</u>	<u>Range Step</u>	<u>Effective Date</u>
100. Aaronson, MarySue	IF-Sp Ed (9.5mo/30hpw)	IF-Sp Ed (9.5mo/32.5hpw)	R22-5	11/07/2013
101. Abrams, Russell	Student Supvr (9.5mo/11.28hpw)	Student Supvr (9.5mo/2hpw)		09/09/2013
102. Dillard Johnson, Antoinette	Student Supvr (9.5mo/10.5hpw)	Student Supvr (9.5mo/10.75hpw)		10/24/2013
103. Engelhardt, Nancy	IF-Sp Ed (9.5mo/LOA)	IF-Sp Ed (9.5mo/35hpw)	R22-10	10/30/2013
104. VanVleck, Erika	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/32.5hpw)	R22-1	11/07/2013
105. Vega, Sojahni	Student Supvr (9.5mo/9.3hpw)	Student Supvr (9.5mo/9.0hpw)		09/06/2013

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT**

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date</u>
106. Barnes, Mary	Student Supvr TAA NTE 70 hrs (Provide additional supervision during recess & transition periods)		09/09/2013- 06/24/2014
107. Cibrian, Maria	Student Supvr TAA NTE 17 hrs (Provide childcare during DELAC Parent/Officers Meetings) TAA NTE 12 hrs (Provide childcare for Parent Education Classes) TAA NTE 2 hrs (Provide childcare at ELAC training Session) TAA NTE 18 hrs (Provide childcare during Padres Promontories classes)		10/01/2013- 06/24/2014 10/09/2013- 11/14/2013 10/22/2013 11/02/2013- 11/16/2013
108. Diaz, Martha	Testing Asst TAA NTE 25 hrs (Assist with initial CELDT testing and processing)	R19-20	09/01/2013- 09/30/2013
109. Goodin, Kim	Student Supvr TAA NTE 50 hrs (Provide additional supervision during recess & transition periods)		09/09/2013- 06/24/2014

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**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date</u>
110. Lee, Jung-Hea	Student Supvr TAA NTE 40 hrs (Provide additional supervision during recess & transition periods)		09/09/2013- 06/24/2014
111. Perez, Rosa	Student Supvr TAA NTE 12 hrs (Provide childcare during DELAC Parent/Officers Meetings) TAA NTE 2 hrs (Provide childcare at ELAC training Session)		10/09/2013- 11/14/2013 10/22/2013
112. Privett, Dawn	Student Supvr TAA NTE 40 hrs (Provide additional supervision during recess & transition periods)		09/09/2013- 06/24/2014
113. Saeedvafa, Mahasti	Student Supvr TAA NTE 30 hrs (Provide additional supervision during recess & transition periods)		09/09/2013- 06/24/2013
114. Suit, Sandy	Student Supvr TAA NTE 70 hrs (Provide additional supervision during recess & transition periods)		09/09/2013- 06/24/2014
115. Vargas, Sonia	Student Supvr TAA NTE 17 hrs (Provide childcare during DELAC Parent/Officers Meetings) TAA NTE 2 hrs (Provide childcare at ELAC training Session)		10/01/2013- 06/24/2014 10/22/2013

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT  
PAY AT REGULAR RATE OF PAY**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
116. Abouziab, Nada	Presch Resource Teacher TAA NTE 10 hrs (Assist with opening classrooms & attending staff meetings)	07/01/2013- 06/30/2014
117. Argent, Heidi	Presch Teacher TAA NTE 40 hrs (Attend IEP's as per requirement of the Special Education department)	09/16/2013- 06/30/2014



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PAY AT REGULAR RATE OF PAY (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
118. Blanco, Margaret	Blngl Elem Sch Clerk TAA NTE 30 hrs (Translate during IEP's for parents that do not speak English)	09/10/2013- 06/24/2014
119. Boulgarides, Gabriela	Blngl Comm Svcs Liaison TAA NTE 9 hrs (Assist in McKinney Vento with district & community based services)	09/27/2013- 10/01/2013
120. Brock, Stephanie	Inst Asst TAA NTE 10 hrs (Assist with integrated STEM and Literacy school presentations)	10/11/2013- 06/24/2014
121. Centeno, Celina	Presch Teacher TAA NTE 40 hrs (Attend IEP's as per requirement of the Special Education department)	09/16/2013- 06/30/2014
122. Cervantes, Martha	Presch Teacher TAA NTE 40 hrs (Attend IEP's as per requirement of the Special Education department)	09/16/2013- 06/30/2014
123. Cisternas, Claudia	Blngl Comm Svcs Liaison TAA NTE 15 hrs (Assist with McKinney Vento program)	09/27/2013- 10/30/2013
124. Cruz, Maria	Blngl Comm Svcs Liaison TAA NTE 10 hrs (Assist with opening classrooms & attending staff meetings)	07/01/2013- 06/30/2014
125. Diaz, Gloria	Presch Teacher TAA NTE 40 hrs (Attend IEP's as per requirement of the Special Education department)	09/16/2013- 06/30/2014
126. Flotho, Lisa	Presch Teacher TAA NTE 40 hrs (Attend IEP's as per requirement of the Special Education department)	09/16/2013- 06/30/2014
127. Forbes, Kathryn	Inst Asst TAA NTE 125 hrs (Automate the K-5 Science kits housed in the IMC warehouse)	08/14/2013- 11/30/2013
128. Foulds, Lori	Presch Teacher TAA NTE 40 hrs (Attend IEP's as per requirement of the Special Education department)	09/16/2013- 06/30/2014
129. Frey, Deborah	Nursing Specialist TAA NTE 18 hrs (Assist with opening classrooms & attending staff meetings)	07/01/2013- 06/30/2014

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**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT  
PAY AT REGULAR RATE OF PAY (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
130. Gaffney, Lanett	Presch Teacher TAA NTE 40 hrs (Attend IEP's as per requirement of the Special Education department)	09/16/2013- 06/30/2014
131. Gonzalez, Sarah	Speech Language Pathology Asst TAA NTE 20 hrs (Provide language/literacy support to students during after school program)	09/30/2013- 02/06/2014
132. Grant, Mary	Presch Teacher TAA NTE 40 hrs (Attend IEP's as per requirement of the Special Education department)	09/16/2013- 06/30/2014
133. Groff, Dana	Presch Resource Teacher TAA NTE 10 hrs (Assist with opening classrooms & attending staff meetings)	07/01/2013- 06/30/2014
134. Guthary, Miriam	Blnl IF-Sp Ed TAA NTE 15 hrs (Translate for the Infant program if needed for parents & students)	10/01/2013- 06/24/2014
135. Hayes, Natalie	Presch Teacher TAA NTE 40 hrs (Attend IEP's as per requirement of the Special Education department)	09/16/2013- 06/30/2014
136. Kebler, Quincy	Presch Teacher TAA NTE 40 hrs (Attend IEP's as per requirement of the Special Education department)	09/16/2013- 06/30/2014
137. Kerr, Myriam	Blnl Inst Asst TAA NTE 15 hrs (Assist with interpreting for teachers & parents during parent/teacher conferences)	10/09/2013- 06/24/2014
138. Mar, Araceli	Blnl Clerk TAA NTE 40 hrs (Process & Organize Title I instructional/school materials)	10/09/2013- 06/24/2014
139. McMains, Kris	Student Supvr TAA NTE 90 hrs (Support of kindergarten classes)	11/01/2013- 05/23/2014
140. Mejia, Rebecca	Blnl Comm Svcs Liaison TAA NTE 10 hrs (Assist with opening classrooms & attending staff meetings)	07/01/2013- 06/30/2014
141. Milligan, Debbie	Presch Teacher TAA NTE 40 hrs (Attend IEP's as per requirement of the Special Education department)	09/16/2013- 06/30/2014

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**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT  
PAY AT REGULAR RATE OF PAY (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
142. Miranda, Maria	Presch Teacher TAA NTE 40 hrs (Attend IEP's as per requirement of the Special Education department)	09/16/2013- 06/30/2014
143. Montes, Noah	MS Campus Supvr TAA NTE 20 hrs (Provide supervision to students during after school program)	09/30/2013- 02/06/2014
144. Morrow, Susie	Presch Teacher TAA NTE 40 hrs (Attend IEP's as per requirement of the Special Education department)	09/16/2013- 06/30/2014
145. Nieblas, Theresa	Presch Teacher TAA NTE 40 hrs (Attend IEP's as per requirement of the Special Education department)	09/16/2013- 06/30/2014
146. Noorzad, Tina	Presch Teacher TAA NTE 40 hrs (Attend IEP's as per requirement of the Special Education department)	09/16/2013- 06/30/2014
147. Novack, Mary	Blngl Inst Asst-Sp Ed TAA NTE 15 hrs (Interpreting for teacher & parents during Fall & Spring parent/teacher conferences)	10/09/2013- 06/24/2014
148. Pitino-Goodwin, Stacy	IF-Sp Ed TAA NTE 6 hrs (Community Roots Academy is in Session 10/04/2013)	10/04/2013
149. Romero, Magdalena	Blngl Comm Svcs Liaison TAA NTE 51 hrs (Interpreting for teacher & parents during Fall & Spring parent/teacher conferences)	10/09/2013- 06/24/2014
150. Scinico, Dorcas	Presch Teacher TAA NTE 40 hrs (Attend IEP's as per requirement of the Special Education department)	09/16/2013- 06/30/2014
151. Settineri, Daneen	Inst Asst-Presch TAA NTE 5 hrs (Classroom Set-Up)	07/24/2013- 09/11/2013
152. Soderin, Bonnie	Presch Resource Teacher TAA NTE 8 hrs (Assist with opening classrooms & attending staff meetings)	07/01/2013- 06/30/2014
153. Wheeler, Diana	IF-Sp Ed TAA NTE 6 hrs (Community Roots Academy is in Session 10/04/2013)	10/04/2013
154. White, Julia	Presch Teacher TAA NTE 3 hrs (Classroom Set-Up)	07/24/2013- 09/11/2013

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**APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED  
FOR VACANT POSITION OR ABSENT EMPLOYEE**

<u>Name</u>	<u>Current Position</u>	<u>Position Sub As Needed</u>	<u>Range Step</u>	<u>Effective Date</u>
155. Aono, Jenny	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-5	09/09/2013
156. Araiza, Martha	IF-Sp Ed (9.5mo/30hpw)	Inst Asst-Sp Ed	R20-10	09/09/2013
157. Axtell, Barbara	IF-Sp Ed (9.5mo/30hpw)	Inst Asst-Sp Ed	R20-10	09/09/2013
158. Bacopulos, Dana	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-2	09/09/2013
159. Batchelder, Cara	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-4	09/09/2013
160. Blanco, Vera	IF-Sp Ed (9.5mo/17.5hpw)	Inst Asst-Sp Ed	R20-5	09/09/2013
161. Bolokowicz, Joanne	Health Asst (9.5mo/17.5hpw)	Elem Sch Office Mgr	R33-1	09/09/2013
162. Bonar, Catherine	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-6	09/09/2013
163. Boon, Cathy	IF-Sp Ed (9.5mo/30hpw)	Inst Asst-Sp Ed	R20-2	09/09/2013
164. Breen, Amanda	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-2	09/09/2013
165. Calahan, Michael	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Sch Clerk II Sch Secretary I Sch Secretary II MS Office Mgr MS Lib Media Tech IF-Sp Ed MS Campus Supvr	R25-1 R27-1 R29-1 R33-1 R26-1 R22-1 R23-1	09/09/2013
166. Casica, Anita	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Student Supvr		10/24/2013
167. Cherone, Elizabeth	Health Asst. (9.5mo/17.5hpw)	Sch Clerk II Sch Secretary I Sch Secretary II MS Office Mgr MS Lib Media Tech IF-Sp Ed Inst Asst-Sp Ed MS Campus Supvr	R25-15 R27-15 R29-15 R33-6 R26-15 R22-15 R20-15 R23-15	09/09/2013

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**APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED  
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<u>Name</u>	<u>Current Position</u>	<u>Position Sub As Needed</u>	<u>Range Step</u>	<u>Effective Date</u>
168. Crites, Kathleen	IF-Sp Ed (9.5mo/30hpw)	Inst Asst-Sp Ed	R20-3	09/09/2013
169. Dietz, Carlene	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-1	09/09/2013
170. Fejes, Jackie	Caregiver (9.5mo/17.5hpw)	IF-Sp Ed	R22-3	09/09/2013
171. Flaherty, Valerie	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-1	10/01/2013
172. Florio, Tom	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-10	09/09/2013
173. Fogarty, Beth	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-1	09/09/2013
174. Franke, Karen	MS Campus Supvr (9.5mo/17.5hpw)	Inst Asst-Sp Ed	R22-6	10/01/2013
175. Furniss, Donna	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-10	09/09/2013
176. Ginsberg, Shari	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-2	09/09/2013
177. Gocke, Deborah	Health Asst (9.5mo/17.5hpw)	Elem Sch Office Mgr	R33-6	09/09/2013
178. Harris, Christine	MS Campus Supvr (9.5mo/17.5hpw)	Sch Clerk II Sch Secretary I Sch Secretary II MS Office Mgr MS Lib Media Tech IF-Sp Ed Inst Asst-Sp Ed	R25-3 R27-3 R29-1 R33-1 R26-3 R22-3 R20-3	09/09/2013
179. Herbolt, Michael	MS Campus Supvr (9.5mo/17.5hpw)	Sch Clerk II Sch Secretary I Sch Secretary II MS Office Mgr MS Lib Media Tech IF-Sp Ed Inst Asst-Sp Ed	R25-6 R27-4 R29-3 R33-1 R26-5 R22-5 R20-5	09/09/2013
180. Kobel, Karen	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-5	09/09/2013

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<u>Name</u>	<u>Current Position</u>	<u>Position Sub As Needed</u>	<u>Range Step</u>	<u>Effective Date</u>
181. Kuttel, Gwen	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-6	09/09/2013
182. Langford, Diana	MS Campus Supvr (9.5mo/17.5hpw)	Sch Clerk II Sch Secretary I Sch Secretary II MS Office Mgr MS Lib Media Tech IF-Sp Ed Inst Asst-Sp Ed	R25-4 R27-3 R29-2 R33-1 R26-4 R22-4 R20-4	09/09/2013
183. Lebeda, Kelli	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-1	09/09/2013
184. Leish, Cindy	IF-Sp Ed (9.5mo/17.5hpw)	Inst Asst	R19-5	09/09/2013
185. Levine, Jodie	IF-Sp Ed (9.5mo/17.5hpw)	Inst Asst-Sp Ed	R20-6	09/09/2013
186. Madsen, Sheryl	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-1	09/09/2013
187. Meyer, Julie	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-6	09/09/2013
188. Milano, Julie	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-6	09/09/2013
189. Molinari, Bryn	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-1	09/09/2013
190. Nguyen-Motakef, Kelly	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-1	09/09/2013
191. Penny, Fabiane	BIngl Comm Svcs Liaison (9.5mo/17.5hpw)	Sch Clerk II Sch Secretary I Sch Secretary II MS Office Mgr MS Lib Media Tech IF-Sp Ed Inst Asst-Sp Ed MS Campus Supvr	R25-2 R27-1 R29-1 R33-1 R26-2 R22-2 R20-2 R23-2	09/09/2013
192. Riserbato, Carol	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-10	09/09/2013
193. Rose, Maryanne	IF-Sp Ed (9.5mo/30hpw)	Inst Asst-Sp Ed	R20-2	09/09/2013

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<u>Name</u>	<u>Current Position</u>	<u>Position Sub As Needed</u>	<u>Range Step</u>	<u>Effective Date</u>
194. Sanchez, Judy	Campus Supvr (9.5mo/17.5hpw)	Inst Asst-Sp Ed	R20-6	10/01/2013
195. Scheckel, Nancy	IF-Sp Ed (9.5mo/30hpw)	Inst Asst-Sp Ed	R20-10	09/09/2013
196. Schnaars, Susan	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-6	10/10/2013
197. Seymour, Annmarie	IF-Sp Ed (9.5mo/30hpw)	Inst Asst-Sp Ed	R20-6	09/09/2013
198. Sheehan, Donna	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-6	09/09/2013
199. Siegel-Masler, Sherrie	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-6	09/09/2013
200. Simonelli, Rorie	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Sch Clerk II Sch Secretary I Sch Secretary II MS Office Mgr MS Lib Media Tech IF-Sp Ed MS Campus Supvr	R25-6 R27-5 R29-5 R33-3 R26-6 R22-15 R23-15	09/09/2013
201. Slye, Sonja	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-10	09/09/2013
202. Smith, Victoria	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-10	09/09/2013
203. Soto, Marta	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Student Supvr		10/24/2013
204. Sullivan, Elizabeth	MS Campus Supvr (9.5mo/17.5hpw)	Sch Clerk II Sch Secretary I Sch Secretary II MS Office Mgr MS Lib Media Tech IF-Sp Ed Inst Asst-Sp Ed	R25-5 R27-4 R29-3 R33-1 R26-5 R22-5 R20-5	09/09/2013
205. Szabo, Susan	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-2	09/09/2013
206. Ticer, Rebekah	IF-Sp Ed (9.5mo/17.5hpw)	Inst Asst-Sp Ed	R20-1	09/09/2013

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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>
207. Van Patten, Christina	Caregiver (9.5mo/17.5hpw)	Inst Asst-Sp Ed IF-Sp Ed	R20-1 R22-1	09/09/2013
208. Vasquez, Charlene	IF-Sp Ed (9.5mo/17.5hpw)	Inst Asst-Sp Ed	R20-6	09/09/2013
209. Wadsworth, Maria	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Sch Clerk II Sch Secretary I Sch Secretary II MS Office Mgr MS Lib Media Tech IF-Sp Ed MS Campus Supvr	R25-1 R27-1 R29-1 R33-1 R26-1 R22-1 R23-1	09/09/2013
210. Wexelberg, Kirsten	IF-Sp Ed (9.5mo/17.5hpw)	Sch Clerk II Sch Secretary I Sch Secretary II MS Office Mgr MS Lib Media Tech Inst Asst-Sp Ed MS Campus Supvr	R25-1 R27-1 R29-1 R33-1 R26-1 R20-1 R23-1	09/09/2013
211. Williams, Brooke	IF-Sp Ed (9.5mo/30hpw)	Inst Asst-Sp Ed	R20-3	09/09/2013
212. Wilson Wiley, Stephanie	IF-Sp Ed (9.5mo/17.5hpw)	Inst Asst-Sp Ed	R20-2	09/09/2013



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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. Bowles, Melanie	Substitute Teacher	Other Employment	02/28/2013	06/30/2013
2. Kumaus, Danielle	Substitute Teacher	Other Employment	09/26/2013	10/17/2013
3. Lewis, Jennifer	Substitute Teacher	Other Employment	09/25/2012	06/30/2013
4. Luo, Huey	Substitute Teacher	Other Employment	11/01/2012	10/18/2013
5. Moore, Katie	Substitute Teacher	Other Employment	02/24/2012	06/30/2013
6. Talcott, Joy	Substitute Teacher	Other Employment	03/14/2013	06/30/2013

**APPROVE HOME/HOSPITAL TEACHERS**

Pay @ \$35.00 per hour

- |                     |                      |
|---------------------|----------------------|
| 7. O'Toner, Eric    | 9. Williamson, Jacob |
| 8. Selikson, Debbie |                      |

**APPROVE ADULT EDUCATION TEACHERS**

Pay @ \$32.00 per hour

10. Anderson, Christina

**APPROVE ADULT EDUCATION SUBSTITUTE TEACHERS**

Pay @ \$18.00 per hour

11. McKeague, Sharon

**APPROVE ADULT EDUCATION SUBSTITUTE TEACHERS**

Pay @ \$29.00 per hour

12. Klein, Ann

**APPROVE SUBSTITUTE TEACHERS**

Pay @ \$90.00 per day

- |                          |                        |
|--------------------------|------------------------|
| 13. Alapag, Joice        | 18. Rivera, Veronica   |
| 14. Beckman, Portlan     | 19. Schwab, Diana      |
| 15. Brandstater, William | 20. Simmons, Kaitlyn   |
| 16. Garwood, Sylvia      | 21. Sommerville, Derek |
| 17. Lloyd, Anya          | 22. Wall, Michelle     |

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**APPROVE EMPLOYMENT PENDING CLEARANCES**

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Column/ Step</u>	<u>Earliest Effective Date</u>
23. Lael, Staricka	Substitute Speech Pathologist	\$ 400.00 per day		11/07/2013

**APPROVE 6/5<sup>th</sup> ASSIGNMENT 1<sup>st</sup> SEMESTER**

24. Garrett, Steve	27. Olinger, Cathy
25. Haninger, Corrine	28. Todd, Mary
26. Oldroyd, Brenda	

**APPROVE SPECIAL EDUCATION 6/5<sup>th</sup> ASSIGNMENT-FULL YEAR**

29. Candelario, Myla

**APPROVE ASSIGNMENT ADJUSTMENT**

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
30. Atchue, Jennifer	Teacher-50%	Teacher-80%	09/23/2013
31. Norris, Maria	Teacher-60%	Teacher-100%	09/09/2013
32. Pino, David	STAP II	Teacher-100%	09/09/2013
33. Rennie, Greg	Teacher-100%	Teacher-80%	09/23/2013
34. Stirtz, Gail	Teacher-100%	Teacher-80%	09/09/2013

**APPROVE PART-TIME EMPLOYMENT WITH FULL RETIREMENT CREDIT**

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
35. Signer, Jeffrey	Teacher-60%	Teacher-80%	07/01/2013

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**APPROVE ADDITIONAL ASSIGNMENTS**

Sub Pay per Article 9.6-Change in Assignment After the Start of the School Year – Del Obispo Elem

Not to exceed 6 hours non-instructional pay @ \$30.00 per hour

09/26/2013-10/02/2013

36. Currie-Shrivastava, Catherine

37. Linder, Kelly

Saturday School Supervision – Multiple Sites

Not to exceed 12 hours instructional pay @ \$35.00 per hour

09/28/2013-06/24/2014

38. Albelo, Rafael

39. Herwig, Christopher

Common Core State Standards Task Force Training and Coaching – Multiple Sites

Not to exceed 15 hours non-instructional pay at \$30.00 per hour

09/09/2013-06/24/2014

40. Arena, Franco

57. Henry, Lisa

41. Bailey, Rebecca

58. Hudson, Randy

42. Becky, Reid

59. Hulse, Mike

43. Berkenkotter, Kurt

60. Kaiser, Bill

44. Blakeney, Judith

61. Kerr, Lisa

45. Boes, Alisan

62. Leiva, Megan

46. Burch, Jessica

63. Newcombe, Dean

47. Cintas, Heather

64. Nixon, Robyn

48. Coghill, Molly

65. Peternell, Morgan

49. Dang-Wright, Delores

66. Phelps, Susan

50. Easton, Alexandra

67. Pino, David

51. Famalette, Dwyann

68. Reischl, Virginia

52. Fowler, Diane

69. Schmidt, Svetlana

53. Gammell, Mark

70. Smith, Ryan

54. Haninger, Corrine

71. Soboleski, Amanda

55. Harrington Candice

72. Urquidi, Roderick

56. Hawkins, Tracy

After School Homework Tutorial – Multiple Sites

Not to exceed 130 hours instructional pay @ \$35.00 per hour

09/20/2013-06/24/2014

73. Famalette, Dwyann

77. Polster, Sarah

74. Borges, Esther

78. Rasmussen, Caprice

75. Jax, Alison

79. Roche, Susan

76. Niemeyer, Paul

80. Sargent, Christina

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**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

After School Homework Club – Multiple Sites

Not to exceed 70 hours instructional pay @ \$35.00 per hour  
10/01/2013-06/19/2014

- |                       |                      |
|-----------------------|----------------------|
| 81. Finman, Marie     | 85. Powell, Brooke   |
| 82. Lewis, Elizabeth  | 86. Rosien, Jennifer |
| 83. Lewis, Thad       | 87. Stafford, Carol  |
| 84. Miyahara, Jeffrey | 88. Zerrer, Anthony  |

Mandarin Training with Dr. Shepherd-Mandarin Immersion Program – Bergeson

Not to exceed 6 hours non-instructional pay @ \$30.00 per hour  
09/05/2013

- |                    |                            |
|--------------------|----------------------------|
| 89. Chang, Cynthia | 92. Shih-Komine, Charlotte |
| 90. Fong, Julie    | 93. Young, Annie           |
| 91. Loh, Nicole    |                            |

Singapore Math Training-Mandarin Immersion Program – Bergeson

Not to exceed 4 hours non-instructional pay @ \$30.00 per hour  
09/13/2013

- |                    |                            |
|--------------------|----------------------------|
| 94. Chang, Cynthia | 97. Shih-Komine, Charlotte |
| 95. Fong, Julie    | 98. Young, Annie           |
| 96. Loh, Nicole    |                            |

SIOP Coaching Meeting After School – Kinoshita

Not to exceed 1.5 hours non-instructional pay @ \$30.00 per hour  
10/09/2013

- |                   |                          |
|-------------------|--------------------------|
| 99. Arndt, Terri  | 102. Hutchinson, Jessica |
| 100. Biggs, Stacy | 103. Johnson, Marsha     |
| 101. Dang, Gina   | 104. Ridgway, Damon      |

Collaboration & Professional Development Prep for Upcoming SIOP Workshops – RH Dana Elem

Not to exceed 3 hours non-instructional pay @ \$30.00 per hour  
10/10/2013-12/10/2013

- |                      |                    |
|----------------------|--------------------|
| 105. MacBeth, Krysti | 107. Pitkin, Bonny |
| 106. Paradise, Susan |                    |

To Coordinate Sports Programs for all AVMS Students – Aliso Viejo Middle School

Not to exceed 34 hours non-instructional @ \$30.00 per hour  
10/01/2013-06/24/2014

108. Herbold, Keith

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**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

Testing Proctor – Marco Forster MS

Not to exceed 4 hours instructional pay @ \$35.00 per hour  
08/28/2013

109. Southall, Jackie

To Teach After School Tutorial Math and ELA Classes – Marco Forster MS

Not to exceed 18 hours instructional pay @ \$35.00 per hour  
10/07/2013-02/07/2014

110. Soto, Kenneth

ADD Training for Teachers throughout the First Semester – Marco Forster MS

Not to exceed 10 hours non-instructional pay @ \$30.00 per hour  
09/30/2013-02/07/2014

111. Barnett, Laura  
112. Behm, Lindsey  
113. Boyle, Jeanette  
114. Burbach, Ruth  
115. Burke, Bridget  
116. Carr, Mary  
117. Caruso, Heather  
118. Corbin, Nick  
119. Dendel, Ranna  
120. Derry, Patrick  
121. Dilloughery, Colleen  
122. Dinh, Ana  
123. Elliot, Grace  
124. Espinoza-Perez, Soraya  
125. Freeman, Andrew  
126. Frommholz, Eric  
127. Gant, Tina  
128. Gonzales, Jennifer  
129. Goodwin, Michelle  
130. Gottdank, Alex  
131. Grassman, Daniel  
132. Gray, Diane  
133. Gries, Vernon

134. Lawbaugh, Cynthia  
135. Louie, Jamie  
136. Martus, Larissa  
137. Medina-Sabad, Kristen  
138. Miller, Maggie  
139. Mulcahy-Olsen, Eileen  
140. Nelson, Erik  
141. Passarelli, Kendra  
142. Rader, Melinda  
143. Reina, Renato  
144. Rivadeneyra, Mark  
145. Rodriguez, Cathy  
146. Romero, Debra  
147. Sanabria, Sergio  
148. Sarigumba, Bernadette  
149. Schroeder, Joanne  
150. Sills, Michelle  
151. Soboleski, Amanda  
152. Soto, Kenneth  
153. Southall, Jackie  
154. Torres, Tiffany  
155. White, Laura

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**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

Common Core Research Project for History Day – Vista Del Mar MS

Not to exceed 30 hours non-instructional pay @ \$30.00 per hour

09/09/2013-04/30/2014

156. Dewees, Julia

158. Stirling, Brooke

157. Hanley, Kim

To Assist with Back-To-School Night – Capistrano Valley HS

Not to exceed 3 hours non-instructional pay @ \$30.00 per hour

09/26/2013

159. Cole, Sharon

160. Hadley, Jamie

Credit Recovery Classes for High School Students – Adult Education

Not to exceed 387 hours instructional pay @ \$35.00 per hour

10/01/2013-06/24/2013

161. Andreasen, Amy

171. Marzolo, Gary

162. Bailey, Jeff

172. Morgan, Shauna

163. Brewer, Cynthia

173. Mulligan, Shawn

164. Enmeier, Mark

174. Newcombe, Dean

165. Faris, Tom

175. O'Brien, Doug

166. Feyk, Michael

176. Rice, Janet

167. Georgia, David

177. Trotter, Chad

168. Gonzalez, Henry

178. Weinstein, David

169. Hansen, Ivan

179. Wooten, Jeremy

170. Hogan-Miertschin, Lauren

To Provide Home Instruction for Home Bound Students – Special Education

Not to exceed 20 hours instructional pay @ \$35.00 per hour

07/01/2013-07/27/2013

180. Love, Jennifer

Academic Tutoring for Student Pursuant to Settlement Agreement – Special Education

Not to exceed 144 instructional hours @ \$35.00 per hour

09/18/2013-06/30/2014

181. Horton, Leslie

To Provide Coverage for Resignation of Speech Language Pathologist – Special Education

Not to exceed 48 hours @ the hourly per diem rate of \$58.28 per hour

10/14/2013-10/31/2013

182. Liquori, Aimee

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**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

To Provide Coverage of Leave of Absence Psychologist – Special Education  
Not to exceed 24 hours @ the hourly per diem rate of \$57.94 per hour  
10/29/2013-11/07/2013

183. Grant, Tracy

To Complete an AAC Assessment and Collaboration with CCS – Special Education  
Not to exceed 10 hours at the hourly per diem rate of \$54.65 per hour  
10/09/2013-12/20/2013

184. Slipakoff, Robyne

**APPROVE CO-CURRICULAR ASSIGNMENTS**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
185. Anderson, Amanda	Peer Assistance Leadership	Don Juan Avila MS	\$ 1,320.00	09/09/2013-06/24/2014
186. Casey, Brittany	Drama, HS	Dana Hills HS	\$ 3,521.00	09/09/2013-06/24/2014
187. Choi, Yeon	Instrumental Music A, MS	Niguel Hills MS	\$ 1,760.00	09/09/2013-06/24/2014
188. Compean, Laura	Pep Squad, HS	San Clemente HS	\$ 3,081.00	09/04/2013-06/24/2014
189. Cummins, Monica	Instrumental Music B, MS	Niguel Hills MS	\$ 1,760.00	09/09/2013-06/24/2014
190. Defelice, Loren	Department Chairperson, HS	San Juan Hills HS	\$ 2,200.00	02/10/2014-06/24/2014
191. Dunn, Craig	Cross Country, Varsity (Head)	Dana Hills HS	\$ 3,301.00	08/30/2013-11/05/2014
192. Dwyer, Matt	Director, Student Activities	Don Juan Avila MS	\$ 3,521.00	09/09/2013-06/24/2014
193. Erlinger, Alicia	Drama, MS	Niguel Hills MS	\$ 3,081.00	09/09/2013-06/24/2014
194. Faris, Tom	Athletic Director	Dana Hills HS	\$ 4,401.00	09/09/2013-06/24/2014
	Safety Equipment, HS		\$ 7,041.00	09/09/2013-02/07/2014
195. Georgia, David	Athletic Director	Dana Hills HS	\$ 4,401.00	09/09/2013-06/24/2014
	Safety Equipment, HS		\$ 7,041.00	02/10/2014-06/24/2014

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<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
196. Haach, Kathy	Choral, MS	Don Juan Avila MS	\$ 1,760.00	09/09/2013- 06/24/2014
197. Hudson, Randy	Academic Competition, HS	Dana Hills HS	\$ 3,961.00	09/09/2013- 06/24/2014
198. Kashima, Michael	Peer Assistance Leadership	Niguel Hills MS	\$ 1,320.00	09/09/2013- 06/24/2014
199. Olson, Stacy	Annual, MS	Don Juan Avila MS	\$ 3,081.00	09/09/2013- 06/24/2014
200. Pearson, Mark	Annual, MS Director, Student Activities	Niguel Hills MS	\$ 3,081.00  \$ 3,521.00	09/09/2013- 06/24/2014
201. Price, Linda	Instrumental Music A, MS Instrumental Music B, MS	Don Juan Avila MS	\$ 1,760.00	09/09/2013- 06/24/2014
202. Sampson, Timothy	Annual, HS Newspaper Advisor, HS	Dana Hills HS	\$ 3,521.00	09/09/2013- 06/24/2014
203. Simmons, Jackie	Drama, MS	Don Juan Avila MS	\$ 3,081.00	09/09/2013- 06/24/2014
204. Soto, Antonio	Auxiliary Band, HS	San Clemente HS	\$ 2,200.00	09/07/2013- 06/24/2014
205. Waldukat, Andreas	Marching Band, HS	Capistrano Valley HS	\$ 3,961.00	09/09/2013- 06/24/2014
206. Wood, Ray	Choral, HS	Dana Hills HS	\$ 3,521.00	09/09/2013- 06/24/2014
207. Wright, Rachel	Choral, MS	Niguel Hills MS	\$ 1,760.00	09/09/2013- 06/24/2014



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of November 6, 2013  
Certificated Employees

**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
208. Abedi, Lora	Cross Country, Girls' (Asst)	Aliso Niguel HS	\$ 2,500.00	09/23/2013- 11/07/2013
209. Addison, Chad	Football, JV (Asst)	Capistrano Valley HS	\$ 2,608.00	08/30/2013- 11/01/2013
210. Anderson, Jeff	Football, (Asst)	Aliso Niguel HS	\$ 3,000.00	09/26/2013- 11/07/2013
211. Cooper-Ajibabi, Carol	Instrumental Music, MS	Vista Del Mar MS	\$ 2,500.00	10/07/2013- 12/20/2013
212. Cota, Chris	Cross Country, Girls' (Asst)	Dana Hills HS	\$ 2,000.00	08/14/2013- 11/08/2013
213. Crane, Ryan	Cross Country, Girls' (Asst)	Dana Hills HS	\$ 2,000.00	08/16/2013- 11/08/2013
214. Cullinan, Robert	Basketball, Girls'	Dana Hills HS	\$ 2,500.00	09/09/2013- 11/14/2013
215. Kincaid, Mitzi	Volleyball, Girls' Freshman (Head)	San Juan Hills HS	\$ 3,000.00	09/09/2013- 11/07/2013
216. McCullough, Stephen	Football, (Asst)	Dana Hills HS	\$ 1,000.00	05/20/2013- 06/07/2013
217. Ridill, Bruce	Surfing, (Asst)	Capistrano Valley HS	\$ 2,200.00	10/16/2013- 11/30/2013
218. Schooler, Tom	Football, (Asst)	Dana Hills HS	\$ 1,000.00	07/08/2013- 07/31/2013
219. Wooten, Jeremy	Baseball, (Head)	San Juan Hills HS	\$ 3,200.00	09/09/2013- 11/07/2013
	Baseball, (Offseason)		\$ 3,200.00	11/18/2013- 02/28/2014