

CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 Valle Road
San Juan Capistrano, CA 92675

BOARD OF TRUSTEES
Regular Meeting

January 8, 2014

Open Session 7:00 p.m.

AGENDA

OPEN SESSION AT 7:00 P.M.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ADOPTION OF THE AGENDA – ROLL CALL

REPORT ON CLOSED SESSION ACTION

SPECIAL RECOGNITIONS

Emilio Cisneros – For his efforts to save his grandmother's life
Student Body President's Report – San Juan Hills High School

BOARD AND SUPERINTENDENT COMMENTS

ORAL COMMUNICATIONS (Non-Agenda Items)

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

RECORDING OF SCHOOL BOARD MEETINGS

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

DISCUSSION/ACTION ITEMS

1. RESOLUTION NO. 1314-29 - RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT APPROVING AGREEMENT BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND COMMUNITY FACILITIES DISTRICT NO. 87-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT REGARDING SCHOOL FACILITIES, RETIREMENT OF BONDS AND CESSATION OF SPECIAL TAXES, MAKING CERTAIN DETERMINATIONS AND TAKING RELATED ACTIONS:

DISCUSSION/
ACTION
Page 1
EXHIBIT 1

At the December 11, 2013, Board meeting, Trustees requested this agenda item be continued at the January meeting. The Board of the Trustees of the Capistrano Unified School District (Board), acting solely as the approving agent for the Capistrano Unified School District (School District), will be provided with the form of the Agreement Between Capistrano Unified School District and Community Facilities District No. 87-1 of the Capistrano Unified School District Regarding School Facilities, Retirement of Bonds and Cessation of Special Taxes (Agreement). The Agreement is intended to memorialize the intentions of Board, acting on behalf of the School District, to exercise the optional redemption of outstanding bonds of CFD No. 87-1 pursuant to the terms of issuance and conclude the levy, collection, and pursuit of delinquent special taxes, subject to the successful retirement of the outstanding bonds.

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. 1314-29, Resolution of the Board of Trustees of the Capistrano Unified School District Approving the Agreement Between Capistrano Unified School District and Community Facilities District No. 87-1 of the Capistrano Unified School District Regarding School Facilities, Retirement of Bonds and Cessation of Special Taxes, Making Certain Determinations and Taking Related Actions.

Motion by _____

Seconded by _____

ROLL CALL:

Student Advisor Leilah Rodriguez _____

Trustee Addonizio _____

Trustee Alpay _____

Trustee Bryson _____

Trustee Hanacek _____

Trustee Hatton _____

Trustee Pritchard _____

Trustee Reardon _____

2. **RESOLUTION NO. 1314-30 - RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 87-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, APPROVING AGREEMENT BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND COMMUNITY FACILITIES DISTRICT NO. 87-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT REGARDING SCHOOL FACILITIES, RETIREMENT OF BONDS AND CESSATION OF SPECIAL TAXES, MAKING CERTAIN DETERMINATIONS AND TAKING RELATED ACTIONS:**

DISCUSSION/
ACTION
Page 17
EXHIBIT 2

At the December 11, 2013, Board meeting, Trustees requested this agenda item be continued at the January meeting. The Board of Trustees of the Capistrano Unified School District (Board), acting as the legislative body of Community Facilities District No. 87-1 of Capistrano Unified School District (CFD No. 87-1), will be provided with the form of the Agreement Between Capistrano Unified School District and Community Facilities District No. 87-1 of the Capistrano Unified School District Regarding School Facilities, Retirement of Bonds and Cessation of Special Taxes ("Agreement"). The Agreement is intended to memorialize the intentions of Board, acting as the legislative body of CFD No. 87-1, to exercise the optional redemption of outstanding bonds of CFD No. 87-1 pursuant to the terms of issuance and conclude the levy, collection and pursuit of delinquent special taxes, subject to the successful retirement of the outstanding bonds.

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. 1314-30, Resolution of the Board of Trustees of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No. 87-1 of the Capistrano Unified School District, Approving the Agreement Between Capistrano Unified School District and Community Facilities District No. 87-1 of the Capistrano Unified School District regarding School Facilities, Retirement of Bonds and Cessation of Special Taxes, Making Certain Determinations and Taking Related Actions.

Motion by _____

Seconded by _____

ROLL CALL:

Student Advisor Leilah Rodriguez _____

Trustee Addonizio _____

Trustee Hanacek _____

Trustee Alpay _____

Trustee Hatton _____

Trustee Bryson _____

Trustee Pritchard _____

Trustee Reardon _____

3. **SELECTION OF A SCHOOL NAME FOR A NEW K-8 CAMPUS ON RANCHO MISSION VIEJO:**

DISCUSSION/
ACTION
Page 35
EXHIBIT 3

Rancho Mission Viejo is planning a multi-phased construction project in the District requiring the construction of one K-8 school in the near future and additional schools later. Initial plans are progressing for the K-8 campus so it is appropriate to begin the school name selection process. At the Board meeting of June 26, 2013, the Board decided that all Trustees would serve on the school naming committee, per Board Policy 7511.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Joseph M. Farley, Superintendent

Staff Recommendation

It is recommended the Board President recognize Joseph M. Farley, Superintendent, to present this item and answer any questions concerning the naming of the new school.

Following discussion, it is recommended the Board of Trustees provide direction to staff.

Motion by _____ Seconded by _____

4. **RESOLUTION NO. 1314-31 - RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT REQUESTING THAT THE CITY COUNCIL FOR THE CITY OF SAN JUAN CAPISTRANO DENY THE PROJECT REFERRED TO AS THE RANCHO SAN JUAN APARTMENTS, BASED ON THE UNMITIGATED IMPACTS IDENTIFIED WITHIN THE CITY'S ENVIRONMENTAL IMPACT REPORT, AND OTHER ADVERSE IMPACTS:**

DISCUSSION/
ACTION
Page 39
EXHIBIT 4

The purpose of Resolution No. 1314-31 is to express the District's support for the recommendation of the City of San Juan Capistrano's Planning Commission that the Final Environmental Impact Report (Final EIR), General Plan Amendment, Rezone Amendment, and Architectural Control, and Grading Plan Modification for the Rancho San Juan Hills Project (Project) be denied by the City Council. On September 10, 2013, the Planning Commission recommended the denial of the Project, due to identified unmitigated traffic impacts. The District had commented and appeared with respect to the Project raising similar issues, due to the impacts of those unmitigated traffic impacts on San Juan Hills High School. On or about January 21, 2014, the San Juan Capistrano City Council will consider the Project, after continuing the matter from its December 3, 2013, meeting. This Resolution will urge the City Council to deny the Project on the same grounds recommended by the Planning Commission.

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.1314-31, Resolution of the Board of Trustees of the Capistrano Unified School District Requesting that the City Council for the City of San Juan Capistrano Deny the Project Referred to as the Rancho San Juan Apartments Based on the Unmitigated Impacts Identified Within the City's Environmental Impact Report, and Other Adverse Impacts.

Motion by _____

Seconded by _____

ROLL CALL:

Student Advisor Leilah Rodriguez _____

Trustee Addonizio _____

Trustee Alpay _____

Trustee Bryson _____

Trustee Hanacek _____

Trustee Hatton _____

Trustee Pritchard _____

Trustee Reardon _____

5. TEAMSTERS CONTRACT REOPENER PROPOSAL, 2014-2015 SCHOOL YEAR:

The current collective bargaining agreement between the District and Teamsters Local 952 expires on June 30, 2014. On December 17, 2013, Teamsters presented the District with the association's reopener proposal. Board Policy 4143.1, Public Notice-Issues of Meeting and Negotiations describes the steps to be taken by the Board and its authorized representatives in order to enter into a new agreement with an exclusive bargaining unit. The District anticipates presenting its reopener proposal at the February 12, 2014, Board meeting.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

Staff Recommendation

It is recommended the Board President recognize Jodee Brentlinger, Assistant Superintendent, Personnel Services, to present this item.

Following discussion, it is recommended the Board of Trustees accept receipt of the Teamsters contract reopener proposal.

Motion by _____ Seconded by _____

CONSENT CALENDAR

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

GENERAL FUNCTIONS

6. SCHOOL BOARD MINUTES:

Approval of the minutes of the December 11, 2013, regular Board meeting.

Contact: Jane Boos, Manager, Board Office Operations

Page 43

EXHIBIT 6

7. RESOLUTION CONCERNING THE ABSENCE OF A TRUSTEE DUE TO ILLNESS:

Approval to pay Trustee Bryson for missing the December 11, 2013, Board meeting due to illness. Board Policy 9250(a) indicates Trustees may be paid for up to two missed meetings when the Board finds by resolution that they were absent because of illness.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Joseph M. Farley, Superintendent

Page 55

EXHIBIT 7

CURRICULUM & INSTRUCTION

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 1314-008. 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

9. PROGRAM IMPROVEMENT YEAR 3 LOCAL EDUCATIONAL AGENCY PLAN:

Approval of the revised Program Improvement Year 3 Local Educational Agency (LEA) Plan. In March 2013 the District submitted the Program Improvement (PI) Year 3 LEA Plan to the California Department of Education (CDE) for review. Based on the State Board of Education rubric, CDE readers requested additional information on the strategies and actions to support the specific needs of students with disabilities in the standards-based, standards-aligned instructional program. Staff updated the PI Year 3 LEA Plan to include this information. Due to the size of the document, the plan will be available for review in the State and Federal Programs office. There is no financial impact.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

10. PADRES PROMOTORES MEMORANDUM OF UNDERSTANDING:

Approval of the Padres Promotores Memorandum of Understanding (MOU). This item presents an MOU between University of California, Irvine (UCI) and the District. The District and UCI collaboratively developed Padres Promotores, a parent education program. Padres Promotores training will be held at Kinoshita Elementary School. This MOU addresses the agreement to provide facilities, custodial services, and childcare and outlines UCI's compensation to parent coordinators and parent educators.

CUSD Strategic Plan Pillar 1: Community Relations

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

Page 57

EXHIBIT 10

11. STUDENT TEACHING AGREEMENT – UNIVERSITY OF OREGON:

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

CUSD Strategic Plan Pillar 1: Community Relations

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

Page 59

EXHIBIT 11

BUSINESS & SUPPORT SERVICES

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

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 \$2,199,363.71 and the commercial warrants total \$6,282,313.95. 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

Page 65

EXHIBIT 12

13. DONATION OF FUNDS AND EQUIPMENT:

Approval of donations of funds and equipment. A number of gifts have been donated to the District, including \$423,072.40 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

Page 105

EXHIBIT 13

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

Page 109
EXHIBIT 14

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 two new agreements totaling \$4,500, six new agreement ratifications totaling \$103,191.35, three extensions to existing agreements totaling \$14,950, one ratified extension to an existing agreement totaling \$10,000, and three ratified amendments to existing agreements totaling \$177,000. 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

15. SPECIAL EDUCATION INFORMAL DISPUTE RESOLUTION AGREEMENTS:

Approval of the ratification of special education Informal Dispute Resolution Agreement Case #080813, Case #081213, Case #091613, Case #101813, and Case #112113. Due to the confidential nature of the agreements, supporting information is provided to Trustees under separate cover.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

16. SPECIAL EDUCATION SETTLEMENT AGREEMENT:

Approval of the ratification of special education Settlement Agreement Case #2013071047. Due to the confidential nature of the agreement, supporting information is provided to Trustees under separate cover.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

17. AWARD BID NO. 1314-18, ELECTRICAL SERVICE, GILBERT & STEARNS, INCORPORATED:

Page 193
EXHIBIT 17

Approval of Award of Bid No. 1314-18, Electrical Service to Gilbert & Stearns, Incorporated. Fourteen contractors registered and downloaded documents; four bids were received and opened on December 12, 2013. Gilbert & Stearns is the lowest responsive, responsible bidder. The term of the base contract is January 9, 2014, through December 31, 2014, with two one-year renewal terms at the option of the Board of Trustees. Annual expenditures utilizing this contract are estimated to be \$75,000, funded by deferred maintenance funds, routine restricted maintenance funds, modernization funds, and site funds.

CUSD Strategic Plan Pillar 5: Effective Operations

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

18. ~~PEARSON VUE AUTHORIZED CENTER AGREEMENT:~~

Page 207
EXHIBIT 18

~~Approval of the Pearson VUE Authorized Center Agreement. This agreement allows the Capistrano Adult School to provide facilities for the electronic delivery of the General Educational Development (GED) test and will designate the Capistrano Adult School as an authorized GED computer based testing center. This new form of testing will begin January 2014 and is mandated by the California Department of Education. There is no financial impact with this agreement, and Pearson VUE will pay the District a minimal fee for administering the test.~~

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

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

Item pulled
1/7/14

19. AMENDMENT TO AGREEMENT BID NO. 1112-04, OUTSOURCE TRANSPORTATION SERVICE, AMERICAN LOGISTICS COMPANY, LLC:

Page 225
EXHIBIT 19

Approval of the Amendment to Agreement Bid No. 1112-04 for transportation services with American Logistics Company, LLC increasing the not-to-exceed amount to \$210,000 for additional services, as requested by the District. This contract will reduce the impact to the general fund in cases of difficult-to-route students and will be funded as part of the Transportation budget.

CUSD Strategic Plan Pillar 5: Effective Operations

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

20. AMENDMENT TO THE AGREEMENT ARCHITECTURAL SERVICES – WLC ARCHITECTS INCORPORATED:

Page 239
EXHIBIT 20

Approval of the Amendment to the Agreement Architectural Services with WLC Architects (WLC) for the construction of the lunch pavilions at Capistrano Valley High School. The amendment changes the bid number on the contract due to cancellation and adds funds for additional services required during the construction phase of the project. WLC will provide construction management services at the cost of \$58,000, bringing the total cost for services related to this project to \$178,000, funded from CFD No. 87-1.

CUSD Strategic Plan Pillar 5: Effective Operations

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

21. ADVERTISE BID NO. 1314-17, MILK AND DAIRY PRODUCTS:

Approval to advertise for Bid No. 1314-17 to provide milk and dairy products as requested by the District. This bid process provides the District an essential tool for purchasing with an approved vendor to supply quality products using contract prices for a twelve-month period. The formal bid process allows the District to secure the lowest prices and enter into an annual contract with a vendor that meets all of the legal requirements to enable the purchasing process to be completed in a timely manner. Annual expenditures utilizing this contract are not-to-exceed \$700,000, funded by Food and Nutrition Services. Due to the size of the bid package, the documents will be posted online on the District Board Agendas and Supporting Documentation page.

CUSD Strategic Plan Pillar 5: Effective Operations

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

22. ADVERTISE BID NO. 1314-19, ROOF REPAIRS AND MAINTENANCE DISTRICTWIDE:

Approval to advertise Bid No. 1314-19 to provide roof repairs and maintenance as requested by the District. This bid process provides the District an essential tool for purchasing with an approved vendor to supply quality products and services using contract prices for a twelve-month period. The formal bid process allows the District to secure the lowest prices and enter into an annual contract with a vendor that meet all of the legal requirements enabling the services to be completed in a timely manner. Annual expenditures utilizing this contract are not-to-exceed \$750,000, funded by deferred maintenance funds, routine restricted maintenance funds, modernization funds, and site funds. Due to the size of the bid package, the documents will be posted online on the District Board Agendas and Supporting Documentation page.

CUSD Strategic Plan Pillar 5: Effective Operations

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

23. ADVERTISE BID NO. 1314-20, FENCE REPAIRS AND MAINTENANCE DISTRICTWIDE:

Approval to advertise Bid No. 1314-20 to provide fence repairs and maintenance as requested by the District. This bid process provides the District an essential tool for purchasing with an approved vendor to supply quality products and services using contract prices for a twelve-month period. The formal bid process allows the District to secure the lowest prices and enter into annual contracts with a vendor that meets all of the legal requirements enabling the services to be completed in a timely manner. Annual expenditures utilizing this contract are not-to-exceed \$150,000, funded by deferred maintenance funds, routine restricted maintenance funds, modernization funds, and site funds. Due to the size of the bid package, the documents will be posted online on the District Board Agendas and Supporting Documentation page.

CUSD Strategic Plan Pillar 5: Effective Operations

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

24. ADVERTISE BID NO. 1314-21, PAINTING SERVICES DISTRICTWIDE:

Approval to advertise Bid No. 1314-21 to provide painting services as requested by the District. This bid process provides the District an essential tool for purchasing with an approved vendor to supply quality products and services using contract prices for a twelve-month period. The formal bid process allows the District to secure the lowest prices and enter into an annual contract with a vendor that meets all of the legal requirements enabling the services to be completed in a timely manner. Annual expenditures utilizing this contract are not-to-exceed \$250,000, funded by deferred maintenance funds, routine restricted maintenance funds, modernization funds, and site funds. Due to the size of the bid package, the documents will be posted online on the District Board Agendas and Supporting Documentation page.

CUSD Strategic Plan Pillar 5: Effective Operations

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

PERSONNEL SERVICES

25. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CLASSIFIED EMPLOYEES:

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

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

Page 277
EXHIBIT 25

26. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED EMPLOYEES:

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

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

Page 289
EXHIBIT 26

Motion by _____

Seconded by _____

ROLL CALL:

Student Advisor Leilah Rodriguez ____

Trustee Addonizio _____

Trustee Bryson _____

Trustee Hanacek _____

Trustee Hatton _____

Trustee Pritchard _____

Trustee Reardon _____

Trustee Alpay _____

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

ADJOURNMENT

Motion by _____

Seconded by _____

**THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS WEDNESDAY,
JANUARY 22, 2014, 7:00 P.M. AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE
BOARD ROOM, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA**

For information regarding Capistrano Unified School District, please visit our website: www.capousd.org

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

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

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

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

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

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

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

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

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

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

REASONABLE ACCOMMODATION

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

January 8, 2014

RESOLUTION 1314-29

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT APPROVING AGREEMENT BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND COMMUNITY FACILITIES DISTRICT NO. 87-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT REGARDING SCHOOL FACILITIES, RETIREMENT OF BONDS AND CESSATION OF SPECIAL TAXES, MAKING CERTAIN DETERMINATIONS AND TAKING RELATED ACTIONS

BACKGROUND INFORMATION

Community Facilities District No. 87-1 ("CFD No. 87-1") was formed in 1987, as provided by the "Mello-Roos Community Facilities Act of 1982," as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California ("Act") ("Formation Proceedings"). CFD No. 87-1 is authorized to levy special taxes to fund authorized public facilities, as further discussed in the formation proceedings and the Agreement Between Capistrano Unified School District and Mission Viejo Company, dated February 23, 1987 ("CFD No. 87-1 Mitigation Agreement"), as well as issue bonds as described in the formation documents on the terms and conditions set forth therein for the purpose of providing financing for and funds for the constructing, acquiring, modifying, or rehabilitating of certain real and other tangible property with an estimated useful life of five years or longer, as more fully described in the formation documents.

In December 1989, CFD No. 87-1 issued and sold the \$44,370,000 Series 1989 Special Tax Bonds of Community Facilities District No. 87-1 of the Capistrano Unified School District (Aliso Viejo) ("1989 Bonds"), which were scheduled to fully mature on September 1, 2014. In November 1990, CFD No. 87-1 issued and sold the \$44,370,000 Series 1989 Special Tax Bonds of Community Facilities District No. 87-1 of the Capistrano Unified School District (Aliso Viejo) ("1989 Bonds"), which were scheduled to fully mature on September 1, 2020. In August 1996, CFD No. 87-1 issued and sold the Capistrano Unified Public Financing Authority Special Tax Revenue Bonds \$64,265,000 1996 Series A (First Lien Bonds) and \$17,285,000 1996 Series B (Second Lien Bonds) ("1996A & 1996B Bonds"), which were used partially to refund the 1989 Bonds and the 1990 Bonds and scheduled to fully mature on September 1, 2020. In June 2006, CFD No. 87-1 issued and sold the \$71,810,000 CFD No. 87-1 of the Capistrano Unified School District Series 2006 Special Tax Refunding Bonds ("2006 Bonds"), which refunded the 1996A Bonds and 1996B Bonds and are scheduled to fully mature on September 1, 2020.

There has been substantial residential development within CFD No. 87-1. As of November 2013, there were approximately 51 acres of undeveloped property in CFD No. 87-1, of which 12 acres are in the process of development.

EXHIBIT 1

The levy of special taxes of CFD No. 87-1 were to provide for specified purposes, including but not limited to the funding of debt service on authorized and issued bonds of CFD No. 87-1 and construction of "School Facilities" as described in the Formation Proceedings. All of the property in CFD No. 87-1, except property exempted by law or by the Formation Proceedings, has been, or will be, levied upon for the purposes described in the Formation Proceedings and the CFD No. 87-1 Mitigation Agreement. The rate of the Special Taxes has been calculated pursuant to the Rate and Method of Apportionment of Community Facilities District Special Tax for Community Facilities District No. 87-1 of Capistrano Unified School District ("Rate and Method"), as referenced in the Formation Proceedings.

CURRENT CONSIDERATIONS

At the time of this proposed Agreement Between Capistrano Unified School District and CFD No. 87-1 of the Capistrano Unified School District Regarding School Facilities, Retirement of Bonds, and Cessation of Special Taxes, the Board of the Capistrano Unified School District as the legislative body of CFD No. 87-1 considered the feasibility of exercising the optional redemption of the 2006 Bonds, pursuant to the terms of issuance. Under the Bond Indenture, dated as of June 1, 2006, the 2006 Bonds are eligible for optional redemption on September 1, 2016, for the 2006 Bonds maturing on or after September 1, 2017.

Assuming that the Special Taxes of CFD No. 87-1 continue to be levied at the current rate, as permitted under the CFD No. 87-1 Rate and Method, without the authorized two-percent escalation or any reduction in the rate, David Taussig & Associates ("DTA"), Special Tax Administrator for CFD No. 87-1, has estimated that funds will be received, together with existing funds of CFD No. 87-1 to fully redeem and defease outstanding 2006 Bonds on September 1, 2016.

Upon the successful redemption and defeasance of the 2006 Bonds, this Board contemplates the cessation of the annual special tax levy within CFD No. 87-1.

FINANCIAL IMPLICATIONS

CFD No. 87-1 is pursuing various school facilities projects, as authorized under the Formation Proceedings and CFD No. 87-1 Mitigation Agreement. The current revenue projection provided to CFD No. 87-1 is estimated to be sufficient to provide funding for these contemplated projects.

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. 1314-29, Resolution of the Board of Trustees of the Capistrano Unified School District Approving the Agreement Between Capistrano Unified School District and Community Facilities District No. 87-1 of the Capistrano Unified School District Regarding School Facilities, Retirement of Bonds and Cessation of Special Taxes, Making Certain Determinations and Taking Related Actions.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1314-29

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT APPROVING AGREEMENT BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND COMMUNITY FACILITIES DISTRICT NO. 87-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT REGARDING SCHOOL FACILITIES, RETIREMENT OF BONDS AND CESSATION OF SPECIAL TAXES, MAKING CERTAIN DETERMINATIONS AND TAKING RELATED ACTIONS

WHEREAS, the Capistrano Unified School District (“District”) is a public school district organized and operating pursuant to the provisions of the Constitution and the laws of the State of California (“State”); and

WHEREAS, the Board of Trustees (“Board”) of the District has previously approved and entered into that certain Agreement between the Capistrano Unified School District and the Mission Viejo Company, on or about March 2, 1987 (hereinafter the “CFD No. 87-1 Mitigation Agreement”), as applicable to certain property located within the boundaries of the District; and

WHEREAS, the District previously established Community Facilities District No. 87-1 of the Capistrano Unified School District (Mission Viejo/Aliso Viejo) (“CFD No. 87-1”), annexed additional territory thereto and designated Improvement Area No. 1 of CFD No. 87-1 (“Improvement Area”), all pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended (“Act”) (“Formation Proceedings”); and

WHEREAS, CFD No. 87-1 issued its Series 1989 Special Tax Bonds in the amount of \$44,370,000 pursuant to Resolution No. 89-56, adopted by the Board of the District acting as the legislative body of CFD No. 87-1 (“Series 1989 Special Tax Bonds”) and its Series 1990 Special Tax Bonds in the amount of \$36,170,000 pursuant to Resolution No. 90-103, adopted by the Board acting as the legislative body of CFD No. 87-1 (“Series 1990 Special Tax Bonds”) and issued its Series 1996A and Series 1996B Special Tax Refunding Bonds in the respective principal amounts of \$42,640,000 and \$38,910,000 pursuant to Resolution No. 9697-06, adopted by the Board acting as the legislative body of CFD No. 87-1 (collectively, “Series 1996 Bonds”) to refund the Series 1989 Special Tax Bonds and the Series 1990 Special Tax Bonds; and

WHEREAS, on June 8, 2006, CFD No. 87-1 issued its Series 2006 Special Tax Refunding Bonds in the amount of \$71,810,000 pursuant to Resolution No. 0506-74, adopted by the Board acting as the legislative body of CFD No. 87-1 (hereafter “Series 2006 Bonds”) to refund the Series 1996 Bonds; and

WHEREAS, the Board, acting as the legislative body of CFD No. 87-1 and the Improvement Area, pursuant to the Act has adopted its Resolution No. 94-82 calling for a public

hearing and such public hearing was duly held on November 21, 1994, to consider the annexation of certain territory to the District and to the Improvement Area, as described in Resolution No. 94-82 and the maps of such territory recorded on November 4, 1994, as Instrument Nos. 94-0649221 and 94-0649222, respectively, in the "Book of Maps and Assessments and Community Facilities Districts" maintained in the office of the County Recorder for the County of Orange ("Annexed Territory"); and

WHEREAS, the Board, acting as the legislative body of CFD No. 87-1, called and duly held an election on November 21, 1994 in CFD No. 87-1 and the Improvement Area for the purpose of presenting to the qualified electors within the Annexed Territory Propositions A and B authorizing the levy of a "Special Tax" within the Annexed Territory, which Propositions were approved by more than two-thirds of the votes cast at said election, thereby authorizing the Board to levy the Special Taxes described in Propositions A and B, respectively, for the purposes described therein and to take the necessary steps to levy the Special Taxes authorized by Propositions A and B; and

WHEREAS, the Board acting as the legislative body of CFD No. 87-1 and the Improvement Area is authorized pursuant to Resolution Nos. 87-38 and 87-39 and Ordinance No. 87-1-1 ("Ordinance") to levy a Special Tax on property in CFD No. 87-1, including the Annexed Territory, which shall be sufficient, together with certain Special Taxes levied within CFD No. 87-1, to pay Debt Service, as defined in the CFD No. 87-1 Mitigation Agreement to include, but not limited to, principal of and interest on the "Bonds" of CFD No. 87-1, amounts needed to replenish the bond reserve fund for the Bonds, amounts needed to establish and replenish a special reserve that may be needed to balance the receipt of Special Taxes and the payment of Debt Service on the bonds, amounts to pay the administrative cost of issuing and servicing the Bonds and amounts necessary to collect the Special Taxes, as well as to pay for the construction and acquisition of those facilities described in the proposed Agreement Between Capistrano Unified School District and Community Facilities District No. 87-1 of the Capistrano Unified School District regarding School Facilities, Retirement of Bonds and Cessation of Special Taxes to be funded by Special Taxes of CFD No. 87-1 levied prior to September 1, 2016; and

WHEREAS, the CFD No. 87-1 Mitigation Agreement contemplated the financing of mitigating the impact on school facilities of the District resulting from the development of the property now known as CFD No. 87-1 as described in the Formation Proceedings ("School Facilities"); and

WHEREAS, the Series 2006 Bonds allow for optional redemption of outstanding maturities on or after September 1, 2016, pursuant to the terms of issuance contained in the Bond Indenture, dated as of June 1, 2006; and

WHEREAS, it is the intention of the Board, acting as the legislative body of CFD No. 87-1, to exercise the optional redemption of the outstanding Series 2006 Bonds pursuant to the terms of issuance, should funds be available at such time; and

WHEREAS, subject to the anticipated exercise and accomplishment of the optional redemption relating to the outstanding Series 2006 Bonds, and the intention of the Board, acting as the Legislative Body of CFD No. 87-1, to conclude the levy, collection and accomplish a recordation of Notice of Cancellation of Special Taxes not applicable to any unpaid or delinquent Special Taxes of CFD No. 87-1; and

WHEREAS, the Board, on the basis of the facts herein above set forth, desires to enter into the Agreement between Capistrano Unified School District and Community Facilities District No. 87-1 of the Capistrano Unified School District Regarding School Facilities, Retirement of Bonds and Cessation of Special Taxes, in the form attached hereto as Exhibit A, to memorialize the intentions and obligations contained herein.

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

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

Section 2. This Board approves the Agreement Between Capistrano Unified School District and Community Facilities District No. 87-1 of the Capistrano Unified School District Regarding School Facilities, Retirement of Bonds and Cessation of Special Taxes and authorizes its execution by the President and Clerk of the Board.

Section 3. The intention of the Board will be effectuated by future required actions.

Section 4. This resolution shall be effective upon adoption by the Board.

Section 5. That the Board consents to the concurrent representation of CFD No. 87-1 as to this matter by Bowie, Arneson, Wiles & Giannone.

[The remainder of this page intentionally left blank.]

ADOPTED, SIGNED, AND APPROVED this 8th day of January, 2014.

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____
John M. Alpay
President of the Board of Trustees of the
Capistrano Unified School District

By: _____
Gary Pritchard, Ph.D.
Clerk of the Board of Trustees of the Capistrano
Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Gary Pritchard, Ph.D., 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 District at a meeting of the Board of Trustees held on the 8th day of January, 2014, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Gary Pritchard, Ph.D.
Clerk of the Board of Trustees of the Capistrano
Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Gary Pritchard, Ph.D., Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved, and adopted by the Board of Trustees of the Capistrano Unified School District at a regular meeting of said Board held on the 11th day of December, 2013.

Gary Pritchard, Ph.D.
Clerk of the Board of Trustees of the
Capistrano Unified School District

EXHIBIT “A”

***Agreement Between Capistrano Unified School District and
Community Facilities District No. 87-1 of the Capistrano Unified School District
Regarding School Facilities, Retirement of Bonds and Cessation of Special Taxes***

**AGREEMENT BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT
AND COMMUNITY FACILITIES DISTRICT NO. 87-1 OF THE CAPISTRANO
UNIFIED SCHOOL DISTRICT REGARDING SCHOOL FACILITIES, RETIREMENT
OF BONDS AND CESSATION OF SPECIAL TAXES**

THIS AGREEMENT BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND COMMUNITY FACILITIES DISTRICT NO. 87-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT REGARDING SCHOOL FACILITIES, RETIREMENT OF BONDS AND CESSATION OF SPECIAL TAXES ("Agreement") is entered into this 8th day of January, 2014, by and between the CAPISTRANO UNIFIED SCHOOL DISTRICT (hereinafter referred to as "CUSD") and COMMUNITY FACILITIES DISTRICT NO. 87-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (hereinafter referred to as ("CFD No. 87-1").

RECITALS

1. The Board of Trustees ("Board") of CUSD located in Orange County, California, previously entered into that certain agreement between Capistrano Unified School District, acting on behalf of itself and CFD No. 87-1, Mission Viejo Company and Aliso Viejo Company entitled "Agreement Between Capistrano Unified School District and Mission Viejo Company," dated February 23, 1987 ("CFD No. 87-1 Mitigation Agreement"), and pursuant thereto established CFD No. 87-1 as provided by the "Mello-Roos Community Facilities Act of 1982," as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California ("Act").

2. CFD No. 87-1 was formed pursuant to the resolution entitled "RESOLUTION OF THE BOARD OF TRUSTEES OF CAPISTRANO UNIFIED SCHOOL DISTRICT ESTABLISHING COMMUNITY FACILITIES DISTRICT NO. 87-1, AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN COMMUNITY FACILITIES DISTRICT NO. 87-1 AND CALLING AN ELECTION" ("Resolution No. 87-38" or "Formation Resolution") adopted by the Board on April 20, 1987, which together with other actions taken, established CFD No. 87-1 and authorized the levy of special taxes for CFD No. 87-1 to fund authorized

public facilities, as described in such proceedings and the CFD No. 87-1 Mitigation Agreement (collectively, "Formation Proceedings").

3. CFD No. 87-1 is authorized to levy the described "Special Taxes" and issue "Bonds" as described in the Formation Proceedings on the terms and conditions set forth therein for the purpose of providing financing for and funds for the constructing, acquiring, modifying or rehabilitating of certain real and other tangible property with an estimated useful life of five years or longer, all as more fully described in the Formation Proceedings ("School Facilities").

4. The Board as the legislative body of CFD No. 87-1 has undertaken proceedings to authorize the issuance of Bonds on behalf of CFD No. 87-1 pursuant to the terms and provisions of the Act, by adopting the resolution entitled "RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT DETERMINING THE NECESSITY TO INCUR BONDED INDEBTEDNESS IN THE AMOUNT OF \$120,110,000 WITHIN COMMUNITY FACILITIES DISTRICT NO. 87-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT AND CALLING AN ELECTION" ("Resolution No. 87-39" or "Bond Authorization Resolution"), which authorized CFD No. 87-1 to issue Bonds secured by CFD No. 87-1 Special Taxes to finance and construct the School Facilities.

5. Pursuant to the Formation Proceedings and the Bond Authorization Resolution, a special election was duly and legally held and conducted within CFD No. 87-1 on April 20, 1987, at which there were submitted to the qualified voters of CFD No. 87-1 certain propositions. More than two-thirds of the votes cast at said election were cast in favor of incurring said indebtedness, issuing said Bonds, levying the described Special Taxes, and as applicable, acquiring, constructing, modifying and rehabilitating the described School Facilities. CFD No. 87-1 also was authorized to levy the described Special Taxes and issue such Bonds for the purposes set forth in the propositions up to an aggregate principal amount as set forth in the propositions.

6. In accordance with the Act, the Board acting as the "Legislative Body" of CFD No. 87-1 adopted Ordinance No. 87-1-1 on November 6, 1989 ("Ordinance"), providing for the levy of the Special Taxes within CFD No. 87-1 to provide for specified purposes, including funding debt service on authorized and issued bonds of CFD No. 87-1.

7. On December 1, 1989, CFD No. 87-1 issued and sold the first series of authorized bonds of CFD No. 87-1 "\$44,370,000 Series 1989 Special Tax Bonds of Community Facilities

District No. 87-1 of the Capistrano Unified School District (Aliso Viejo)” (“1989 Bonds”) in order to finance School Facilities as authorized by the Formation Proceedings and the Bond Authorization Resolution, which were designated to mature on September 1, 2014.

8. On November 28, 1990, CFD No. 87-1 issued and sold the second series of authorized Bonds of CFD No. 87-1 “\$44,370,000 Series 1989 Special Tax Bonds of Community Facilities District No. 87-1 of the Capistrano Unified School District (Aliso Viejo)” (“1989 Bonds”) in order to finance facilities as authorized by the Formation Proceedings and the Bond Authorization Resolution, which were designated to mature on September 1, 2020.

9. On August 29, 1996, CFD No. 87-1 issued and sold the third series of authorized bonds of CFD No. 87-1 “Capistrano Unified Public Financing Authority Special Tax Revenue Bonds \$64,265,000 1996 Series A (First Lien Bonds) \$17,285,000 1996 Series B (Second Lien Bonds)” (“1996A & 1996B Bonds”) in order to refund the 1989 Bonds, refund the 1990 Bonds, and finance facilities as authorized by the Formation Proceedings and the Bond Authorization Resolution, which were designated to mature on September 1, 2020.

10. On June 8, 2006, CFD No. 87-1 issued and sold the fourth series of authorized bonds of CFD No. 87-1 “\$71,810,000 Community Facilities District No. 87-1 of the Capistrano Unified School District Series 2006 Special Tax Refunding Bonds” (“2006 Bonds”) in order to refund the 1996A Bonds, refund the 1996B Bonds, and finance facilities as authorized by the Formation Proceedings and the Bond Authorization Resolution, which are designated to mature on September 1, 2020.

11. CFD No. 87-1 has not issued any other Bonds, notes or other securities.

NOW, THEREFORE, in consideration of the terms and conditions set forth, CUSD and CFD No. 87-1 DO HEREBY AGREE AS FOLLOWS:

Section 1.0 CFD No. 87-1 School Facilities. Residential development within CFD No. 87-1 has occurred and is occurring substantially as described in the CFD No. 87-1 Mitigation Agreement and Formation Proceedings. The School Facilities addressed in the CFD No. 87-1 Mitigation Agreement have been and are being constructed as provided in the CFD No. 87-1 Mitigation Agreement. The School Facilities and the use thereof have been accomplished consistent with the provisions of the CFD No. 87-1 Mitigation Agreement.

Section 2.0 Termination of the Levy of Annual Special Taxes. All of the property in CFD No. 87-1, except property exempted by law or by the Formation Proceedings, shall be or has been levied upon for the purposes, and to the extent and in the manner provided in the Formation Proceedings and the CFD No. 87-1 Mitigation Agreement. The Special Taxes have been levied to pay debt service for the Bonds issued by CFD No. 87-1 and to construct the School Facilities described in the CFD No. 87-1 Mitigation Agreement. The term “Debt Service” includes, but is not limited to, amounts needed to pay principal of and interest on the Bonds, amounts needed to replenish the bond reserve fund for the Bonds, amounts needed to establish and replenish a special reserve that may be needed to balance the receipt of Special Taxes and the payment of Debt Service on the bonds, amounts to pay the administrative cost of issuing and servicing the Bonds, and amounts necessary to collect the Special Taxes.

All property within CFD No. 87-1, not excepted nor exempt from the Special Taxes, shall be or has been subject to the annual Special Tax levy, as calculated pursuant to the Rate and Method of Apportionment of Community Facilities District Special Tax for Community Facilities District No. 87-1 of Capistrano Unified School District (“Rate and Method”), as referenced in the Formation Proceedings. All property within CFD No. 87-1, not excepted nor exempt from the Special Taxes, shall continue to be levied at the current authorized rate pursuant to the Rate and Method, without the annual escalation of two-percent (2%) permitted under the Rate and Method or any reduction in the current rate of such Special Taxes.

At the time of this Agreement, the Board finds that the School Facilities authorized by the Formation Proceedings and CFD No. 87-1 Mitigation Agreement will be funded as provided in the CFD No. 87-1 Mitigation Agreement and the Formation Proceedings. Special Tax funds of CFD No. 87-1 levied at the herein specified current rate of the Rate and Method and any available funds from prior annual levies of Special Taxes, shall be used to exercise optional redemption of the 2006 Bonds, retiring outstanding maturities thereof on or after September 1, 2016 prior to the scheduled maturity date, as permitted under the provisions of the covenants of the 2006 Bonds to the extent that such funds of CFD NO. 87-1 are available. Any remaining Special Tax funds of CFD No. 87-1 levied prior to September 1, 2016 not expended for the redemption and defeasance of the 2006 Bonds and permitted costs related thereto shall be expended by CFD No. 87-1 pursuant to the authorized uses in the Formation Proceedings and the CFD No. 87-1 Mitigation Agreement, including not by way of limitation the Lunch Pavilion

and Theater at Capistrano Valley High School as well as security cameras at School Facilities described in the Formation Proceedings and CFD No. 87-1 Mitigation Agreement

The provisions hereof notwithstanding, the Special Taxes of CFD No. 87-1 levied on or before September 1, 2016 that are unpaid as delinquent Special Taxes shall be payable by all applicable taxable property within CFD No. 87-1.

Section 3.0 Notice of Cessation. Upon the successful defeasance of the outstanding 2006 Bonds on September 1, 2016, the Legislative Body of CFD No. 87-1 shall direct the Superintendent of CUSD or designee except as otherwise herein provided to execute and record a Notice of Cessation of Future Special Tax against all parcels within the boundaries of CFD No. 87-1 on or before October 1, 2016. Nothing in this provision shall apply to parcels that are unpaid or delinquent regarding the Special Taxes of CFD No. 87-1.

Section 4.0 Modification or Rescission. Any modification or rescission hereof shall be subject to the favorable two-thirds vote of the registered voters of CFD No. 87-1.

Section 5.0 Successors. All of the covenants, stipulations, and promises contained in this 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 of the respective parties.

Section 6.0 Severability. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions thereof shall not in any way be affected or impaired thereby.

Section 7.0 Enforceability. Any owner of a parcel within the boundaries of CFD No. 87-1, subject to the special tax lien at the time of this Agreement, as discussed herein, shall have the right to enforce this Agreement against the signed parties to this Agreement.

Section 8.0 Indemnification. CFD No. 87-1 hereby indemnifies CUSD for any and all claims, expenses, and costs derived from or related to the CFD No. 87-1 Mitigation Agreement Formation Proceedings, the provisions of this Agreement and any other matters related to CFD

No. 87-1 as to which all the hereinabove specified obligations are subordinate.

[Remainder of page intentionally left blank.]

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

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____
John M. Alpay
President of the Board of Trustees of the
Capistrano Unified School District

By: _____
Gary Pritchard, Ph.D.
Clerk of the Board of Trustees of the
Capistrano Unified School District

COMMUNITY FACILITIES DISTRICT NO. 87-1
OF THE CAPISTRANO UNIFIED SCHOOL
DISTRICT

By: _____
John M. Alpay
President of the Board of Trustees of the
Capistrano Unified School District, acting as
the Legislative Body of CFD No. 87-1

By: _____
Gary Pritchard, Ph.D.
Clerk of the Board of Trustees of the
Capistrano Unified School District, acting as
the Legislative Body of CFD No. 87-1

Approved as to form:

By: _____
Bowie, Arneson, Wiles & Giannone,
Counsel to Capistrano Unified School
District and Community Facilities
District No. 87-1 of the Capistrano
Unified School District

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

January 8, 2014

RESOLUTION 1314-30

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 87-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, APPROVING AGREEMENT BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND COMMUNITY FACILITIES DISTRICT NO. 87-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT REGARDING SCHOOL FACILITIES, RETIREMENT OF BONDS AND CESSATION OF SPECIAL TAXES, MAKING CERTAIN DETERMINATIONS AND TAKING RELATED ACTIONS

BACKGROUND INFORMATION

Community Facilities District No. 87-1 ("CFD No. 87-1") was formed in 1987, as provided by the "Mello-Roos Community Facilities Act of 1982," as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California ("Act") ("Formation Proceedings"). CFD No. 87-1 is authorized to levy special taxes to fund authorized public facilities, as further discussed in the formation proceedings and the Agreement Between Capistrano Unified School District and Mission Viejo Company, dated February 23, 1987 (CFD No. 87-1 "Mitigation Agreement"), as well as issue bonds as described in the Formation Proceedings on the terms and conditions set forth therein for the purpose of providing financing for and funds for the constructing, acquiring, modifying, or rehabilitating of certain real and other tangible property with an estimated useful life of five years or longer, as more fully described in the formation documents.

In December 1989, CFD No. 87-1 issued and sold the \$44,370,000 Series 1989 Special Tax Bonds of Community Facilities District No. 87-1 of the Capistrano Unified School District (Aliso Viejo) ("1989 Bonds"), which were scheduled to fully mature on September 1, 2014. In November 1990, Community Facilities District No. 87-1 issued and sold the \$44,370,000 Series 1989 Special Tax Bonds of CFD No. 87-1 of the Capistrano Unified School District (Aliso Viejo) ("1989 Bonds"), which were scheduled to fully mature on September 1, 2020. In August 1996, CFD No. 87-1 issued and sold the Capistrano Unified Public Financing Authority Special Tax Revenue Bonds \$64,265,000 1996 Series A (First Lien Bonds) and \$17,285,000 1996 Series B (Second Lien Bonds) ("1996A & 1996B Bonds"), which were used partially to refund the 1989 Bonds and the 1990 Bonds and scheduled to fully mature on September 1, 2020. In June 2006, CFD No. 87-1 issued and sold the \$71,810,000 CFD No. 87-1 of the Capistrano Unified School District Series 2006 Special Tax Refunding Bonds ("2006 Bonds"), which refunded the 1996A Bonds and 1996B Bonds and are scheduled to fully mature on September 1, 2020.

There has been substantial residential development within CFD No. 87-1. As of November 2013, there were approximately 51 acres of undeveloped property in CFD No. 87-1, of which 12 acres are in the process of development.

EXHIBIT 2

The levy of special taxes of CFD No. 87-1 were to provide for specified purposes, including but not limited to the funding of debt service on authorized and issued bonds of CFD No. 87-1 and construction of "School Facilities" as described in the Formation Proceedings. All of the property in CFD No. 87-1, except property exempted by law or by the Formation Proceedings, has been, or will be, levied upon for the purposes described in the Formation Proceedings and the CFD No. 87-1 Mitigation Agreement. The rate of the Special Taxes has been calculated pursuant to the Rate and Method of Apportionment of Community Facilities District Special Tax for Community Facilities District No. 87-1 of Capistrano Unified School District ("Rate and Method"), as referenced in the Formation Proceedings.

CURRENT CONSIDERATIONS

At the time of this proposed Agreement Between Capistrano Unified School District and CFD No. 87-1 of the Capistrano Unified School District Regarding School Facilities, Retirement of Bonds and Cessation of Special Taxes, the Board of the Capistrano Unified School District, acting as the Legislative Body of CFD No. 87-1, has considered the feasibility of exercising the optional redemption of the 2006 Bonds, pursuant to the terms of issuance. Under the Bond Indenture, dated as of June 1, 2006, the 2006 Bonds are eligible for optional redemption on September 1, 2016 for the 2006 Bonds maturing on or after September 1, 2017.

Assuming that the Special Taxes of CFD No. 87-1 continue to be levied at the current rate, as permitted under the Rate and Method, without the authorized two-percent escalation or any reduction in the rate, David Taussig & Associates ("DTA"), Special Tax Administrator for CFD No. 87-1, has estimated that funds will be received, together with existing funds of CFD No. 87-1 to fully redeem and defease outstanding 2006 Bonds on September 1, 2016.

Upon the successful redemption and defeasance of the 2006 Bonds, this Board contemplates the cessation of the annual special tax levy within CFD No. 87-1.

FINANCIAL IMPLICATIONS

CFD No. 87-1 is pursuing various school facilities projects, as authorized under the Formation Proceedings and the CFD No. 87-1 Mitigation Agreement. The current revenue projection provided to CFD No. 87-1 is estimated to be sufficient to provide funding for these contemplated projects.

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. 1314-30, Resolution of the Board of Trustees of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No. 87-1 of the Capistrano Unified School District, Approving the Agreement Between Capistrano Unified School District and Community Facilities District No. 87-1 of the Capistrano Unified School District Regarding School Facilities, Retirement of Bonds and Cessation of Special Taxes, Making Certain Determinations and Taking Related Actions.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1314-30

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO
UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY
OF COMMUNITY FACILITIES DISTRICT NO. 87-1 OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT, APPROVING
AGREEMENT BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT
AND COMMUNITY FACILITIES DISTRICT NO. 87-1 OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT REGARDING SCHOOL
FACILITIES, RETIREMENT OF BONDS AND CESSATION OF
SPECIAL TAXES, MAKING CERTAIN DETERMINATIONS AND
TAKING RELATED ACTIONS**

WHEREAS, the Board of Trustees (“Board”) of the Capistrano Unified School District (“District”) has previously approved and entered into that certain Agreement between the Capistrano Unified School District and the Mission Viejo Company, on or about March 2, 1987 (hereinafter the “CFD No. 87-1 Mitigation Agreement”), as applicable to certain property located within the boundaries of the District; and

WHEREAS, the District previously established Community Facilities District No. 87-1 of the Capistrano Unified School District (Mission Viejo/Aliso Viejo) (“CFD No. 87-1”), annexed additional territory thereto and designated Improvement Area No. 1 of CFD No. 87-1 (“Improvement Area”), all pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended (“Act”) (“Formation Proceedings”); and

WHEREAS, CFD No. 87-1 issued its Series 1989 Special Tax Bonds in the amount of \$44,370,000 pursuant to Resolution No. 89-56, adopted by the Board of the District acting as the Legislative Body of CFD No. 87-1 (“Series 1989 Special Tax Bonds”) and its Series 1990 Special Tax Bonds in the amount of \$36,170,000 pursuant to Resolution No. 90-103, adopted by the Board acting as the Legislative Body of CFD No. 87-1 (“Series 1990 Special Tax Bonds”) and issued its Series 1996A and Series 1996B Special Tax Refunding Bonds in the respective principal amounts of \$42,640,000 and \$38,910,000 pursuant to Resolution No. 9697-06, adopted by the Board acting as the Legislative Body of CFD No. 87-1 (collectively, “Series 1996 Bonds”) to refund the Series 1989 Special Tax Bonds and the Series 1990 Special Tax Bonds; and

WHEREAS, on June 8, 2006, CFD No. 87-1 issued its Series 2006 Special Tax Refunding Bonds in the amount of \$71,810,000 pursuant to Resolution No. 0506-74, adopted by the Board acting as the Legislative Body of CFD No. 87-1 (hereafter “Series 2006 Bonds” and “Bonds”) to refund the Series 1996 Bonds; and

WHEREAS, the Board, acting as the Legislative Body of CFD No. 87-1 and the Improvement Area, pursuant to the Act adopted its Resolution No. 94-82 calling for a public

hearing and such public hearing was duly held on November 21, 1994, to consider the annexation of certain territory to the District and to the Improvement Area, as described in Resolution No. 94-82 and the maps of such territory recorded on November 4, 1994, as Instrument Nos. 94-0649221 and 94-0649222, respectively, in the "Book of Maps and Assessments and Community Facilities Districts" maintained in the office of the County Recorder for the County of Orange ("Annexed Territory"); and

WHEREAS, the Board called and duly held an election on November 21, 1994 in CFD No. 87-1 and the Improvement Area for the purpose of presenting to the qualified electors within the Annexed Territory Propositions A and B authorizing the levy of a "Special Tax" within the Annexed Territory, which Propositions were approved by more than two-thirds of the votes cast at said election, thereby authorizing the Board to levy the Special Taxes described in Propositions A and B, respectively, for the purposes described therein and to take the necessary steps to levy the Special Taxes authorized by Propositions A and B; and

WHEREAS, the Board acting as the Legislative Body of CFD No. 87-1 and the Improvement Area is authorized pursuant to Resolution Nos. 87-38 and 87-39 and Ordinance No. 87-1-1 ("Ordinance") to levy a Special Tax on property in CFD No. 87-1, including the Annexed Territory, which shall be sufficient, together with certain Special Taxes levied within CFD No. 87-1, to pay Debt Service, as defined in the CFD No. 87-1 Mitigation Agreement to include, but not limited to, principal of and interest on the "Bonds" of CFD No. 87-1, amounts needed to replenish the bond reserve fund for the Bonds, amounts needed to establish and replenish a special reserve that may be needed to balance the receipt of Special Taxes and the payment of Debt Service on the bonds, amounts to pay the administrative cost of issuing and servicing the Bonds and amounts necessary to collect the Special Taxes, as well as to pay for the construction and acquisition of those facilities described in the proposed Agreement Between Capistrano Unified School District and Community Facilities District No. 87-1 of the Capistrano Unified School District Regarding School Facilities, Retirement of Bonds and Cessation of Special Taxes to be funded by Special Taxes of CFD No. 87-1 levied prior to September 1, 2016; and

WHEREAS, the CFD No. 87-1 Mitigation Agreement contemplated the financing of mitigating the impact on school facilities of the District resulting from the development of the property now known as CFD No. 87-1 as described in the Formation Proceedings ("School Facilities"); and

WHEREAS, the Series 2006 Bonds allow for optional redemption of outstanding maturities on or after September 1, 2016, pursuant to the terms of issuance contained in the Bond Indenture, dated as of June 1, 2006; and

WHEREAS, it is the intention of the Board, acting as the Legislative Body of CFD No. 87-1, to exercise the optional redemption of the outstanding Series 2006 Bonds pursuant to the terms of issuance, should funds be available at such time; and

WHEREAS, with the anticipated exercise of the optional redemption relating to the outstanding Series 2006 Bonds, it is furthermore the intention of the Board to conclude the levy,

collection and accomplish a recordation of Notice of Cancellation of Special Taxes not applicable to any delinquent Special Taxes of CFD No. 87-1; and

WHEREAS, the Board, acting as the Legislative Body of CFD No. 87-1, desires to enter into an Agreement between Capistrano Unified School District and Community Facilities District No. 87-1 of the Capistrano Unified School District Regarding School Facilities, Retirement of Bonds and Cessation of Special Taxes, in the form attached hereto as Exhibit A, to memorialize the intentions contained herein.

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of the Capistrano Unified School District, acting as the Legislative Body of CFD No. 87-1, does hereby resolve, determine, and order as follows:

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

Section 2. The Board approves the “Agreement Between Capistrano Unified School District and Community Facilities District No. 87-1 of the Capistrano Unified School District Regarding School Facilities, Retirement of Bonds and Cessation of Special Taxes” and authorizes its execution by the President and Clerk of the Board of Trustees of the Capistrano Unified School District, acting as the Legislative Body of CFD No. 87-1, subject to no substantive changes and modifications.

Section 3. All of the collections of the Special Tax shall be used only as provided for in the Act, Resolution No. 87-38, and the Formation Proceedings. The Special Tax shall be levied only so long as needed to accomplish the purposes described in Resolution No. 87-38.

Section 4. It is the intention of the Board, acting as the Legislative Body of CFD No. 87-1, to cease the Special Tax levy after Fiscal Year 2015-2016, subject to certain conditions:

- a. Funds shall be available to fully redeem and pay all outstanding Series 2006 Bonds, on or about September 1, 2016.
- b. CFD No. 87-1 will not have any liability for which the Special Tax of CFD No. 87-1 is pledged, including but not limited to administrative costs.
- c. Subsequent findings and actions presented to the Board in order to effectuate the contemplated actions contained herein and to use any remaining funds of CFD No. 87-1 as provided in the Formation Proceedings and the CFD No. 87-1 Mitigation Agreement.

Section 5. The intention of the Board will be effectuated by future required actions.

Section 6. The Superintendent, Deputy Superintendent, Business and Support Services, the Clerk of the Board, Secretary to the Board, and other appropriate officials of the District and consultants for CFD No. 87-1 are hereby authorized and directed to take any actions and execute and deliver any and all documents as are necessary to memorialize the provisions and directives of this Resolution.

Section 7. That the Board acting as the Legislative Body of CFD no. 87-1 consents to the concurrent representation of the District by Bowie, Arneson, Wiles & Giannone.

Section 8. This resolution shall be effective upon adoption by the Board.

[The remainder of this page intentionally left blank.]

ADOPTED, SIGNED, AND APPROVED this 8th day of January, 2014.

COMMUNITY FACILITIES DISTRICT NO. 87-1
OF THE CAPISTRANO UNIFIED SCHOOL
DISTRICT

By: _____
John M. Alpay
President of the Board of Trustees of the
Capistrano Unified School District, acting as the
Legislative Body of the Community Facilities
District No. 87-1 of the Capistrano Unified
School District

By: _____
Gary Pritchard, Ph.D.
Clerk of the Board of Trustees of the Capistrano
Unified School District, acting as the Legislative
Body of the Community Facilities District
No. 87-1 of the Capistrano Unified School
District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Gary Pritchard, Ph.D., Clerk of the Board of Trustees of the Capistrano Unified School District, acting as the Legislative Body of Community Facilities District No. 87-1 of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District at a meeting of the Board of Trustees, acting as the Legislative Body of Community Facilities District No. 87-1 of the Capistrano Unified School District held on the 8th day of January, 2014, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Gary Pritchard, Ph.D.
Clerk of the Board of Trustees of the Capistrano
Unified School District, acting as the Legislative
Body of the Community Facilities District
No. 87-1 of the Capistrano Unified School
District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Gary Pritchard, Ph.D., Clerk of the Board of Trustees of the Capistrano Unified School District, acting as the Legislative Body of the Community Facilities District No. 87-1 of the Capistrano Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved, and adopted by the Board of Trustees of the Capistrano Unified School District, acting as the Legislative Body of the Community Facilities District No. 87-1 of the Capistrano Unified School District, at a regular meeting of said Board, acting as the Legislative Body of the Community Facilities District No. 87-1 of the Capistrano Unified School District, held on the 8th day of January, 2014.

Gary Pritchard, Ph.D.
Clerk of the Board of Trustees of the
Capistrano Unified School District, acting as
the Legislative Body of the Community
Facilities District No. 87-1 of the Capistrano
Unified School District

EXHIBIT “A”

***Agreement Between Capistrano Unified School District and
Community Facilities District No. 87-1 of the Capistrano Unified School District
Regarding School Facilities, Retirement of Bonds and Cessation of Special Taxes***

**AGREEMENT BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT
AND COMMUNITY FACILITIES DISTRICT NO. 87-1 OF THE CAPISTRANO
UNIFIED SCHOOL DISTRICT REGARDING SCHOOL FACILITIES, RETIREMENT
OF BONDS AND CESSATION OF SPECIAL TAXES**

THIS AGREEMENT BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND COMMUNITY FACILITIES DISTRICT NO. 87-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT REGARDING SCHOOL FACILITIES, RETIREMENT OF BONDS AND CESSATION OF SPECIAL TAXES (“Agreement”) is entered into this 8th day of January, 2014, by and between the CAPISTRANO UNIFIED SCHOOL DISTRICT (hereinafter referred to as “CUSD”) and COMMUNITY FACILITIES DISTRICT NO. 87-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (hereinafter referred to as (“CFD No. 87-1”).

RECITALS

1. The Board of Trustees (“Board”) of CUSD located in Orange County, California, previously entered into that certain agreement between Capistrano Unified School District, acting on behalf of itself and CFD No. 87-1, Mission Viejo Company and Aliso Viejo Company entitled “Agreement Between Capistrano Unified School District and Mission Viejo Company,” dated February 23, 1987 (“CFD No. 87-1 Mitigation Agreement”), and pursuant thereto established CFD No. 87-1 as provided by the “Mello-Roos Community Facilities Act of 1982,” as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (“Act”).

2. CFD No. 87-1 was formed pursuant to the resolution entitled “RESOLUTION OF THE BOARD OF TRUSTEES OF CAPISTRANO UNIFIED SCHOOL DISTRICT ESTABLISHING COMMUNITY FACILITIES DISTRICT NO. 87-1, AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN COMMUNITY FACILITIES DISTRICT NO. 87-1 AND CALLING AN ELECTION” (“Resolution No. 87-38” or “Formation Resolution”) adopted by the Board on April 20, 1987, which together with other actions taken, established CFD No. 87-1 and authorized the levy of special taxes for CFD No. 87-1 to fund authorized

public facilities, as described in such proceedings and the CFD No. 87-1 Mitigation Agreement (collectively, "Formation Proceedings").

3. CFD No. 87-1 is authorized to levy the described "Special Taxes" and issue "Bonds" as described in the Formation Proceedings on the terms and conditions set forth therein for the purpose of providing financing for and funds for the constructing, acquiring, modifying or rehabilitating of certain real and other tangible property with an estimated useful life of five years or longer, all as more fully described in the Formation Proceedings ("School Facilities").

4. The Board as the legislative body of CFD No. 87-1 has undertaken proceedings to authorize the issuance of Bonds on behalf of CFD No. 87-1 pursuant to the terms and provisions of the Act, by adopting the resolution entitled "RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT DETERMINING THE NECESSITY TO INCUR BONDED INDEBTEDNESS IN THE AMOUNT OF \$120,110,000 WITHIN COMMUNITY FACILITIES DISTRICT NO. 87-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT AND CALLING AN ELECTION" ("Resolution No. 87-39" or "Bond Authorization Resolution"), which authorized CFD No. 87-1 to issue Bonds secured by CFD No. 87-1 Special Taxes to finance and construct the School Facilities.

5. Pursuant to the Formation Proceedings and the Bond Authorization Resolution, a special election was duly and legally held and conducted within CFD No. 87-1 on April 20, 1987, at which there were submitted to the qualified voters of CFD No. 87-1 certain propositions. More than two-thirds of the votes cast at said election were cast in favor of incurring said indebtedness, issuing said Bonds, levying the described Special Taxes, and as applicable, acquiring, constructing, modifying and rehabilitating the described School Facilities. CFD No. 87-1 also was authorized to levy the described Special Taxes and issue such Bonds for the purposes set forth in the propositions up to an aggregate principal amount as set forth in the propositions.

6. In accordance with the Act, the Board acting as the "Legislative Body" of CFD No. 87-1 adopted Ordinance No. 87-1-1 on November 6, 1989 ("Ordinance"), providing for the levy of the Special Taxes within CFD No. 87-1 to provide for specified purposes, including funding debt service on authorized and issued bonds of CFD No. 87-1.

7. On December 1, 1989, CFD No. 87-1 issued and sold the first series of authorized bonds of CFD No. 87-1 "\$44,370,000 Series 1989 Special Tax Bonds of Community Facilities

District No. 87-1 of the Capistrano Unified School District (Aliso Viejo)” (“1989 Bonds”) in order to finance School Facilities as authorized by the Formation Proceedings and the Bond Authorization Resolution, which were designated to mature on September 1, 2014.

8. On November 28, 1990, CFD No. 87-1 issued and sold the second series of authorized Bonds of CFD No. 87-1 “\$44,370,000 Series 1989 Special Tax Bonds of Community Facilities District No. 87-1 of the Capistrano Unified School District (Aliso Viejo)” (“1989 Bonds”) in order to finance facilities as authorized by the Formation Proceedings and the Bond Authorization Resolution, which were designated to mature on September 1, 2020.

9. On August 29, 1996, CFD No. 87-1 issued and sold the third series of authorized bonds of CFD No. 87-1 “Capistrano Unified Public Financing Authority Special Tax Revenue Bonds \$64,265,000 1996 Series A (First Lien Bonds) \$17,285,000 1996 Series B (Second Lien Bonds)” (“1996A & 1996B Bonds”) in order to refund the 1989 Bonds, refund the 1990 Bonds, and finance facilities as authorized by the Formation Proceedings and the Bond Authorization Resolution, which were designated to mature on September 1, 2020.

10. On June 8, 2006, CFD No. 87-1 issued and sold the fourth series of authorized bonds of CFD No. 87-1 “\$71,810,000 Community Facilities District No. 87-1 of the Capistrano Unified School District Series 2006 Special Tax Refunding Bonds” (“2006 Bonds”) in order to refund the 1996A Bonds, refund the 1996B Bonds, and finance facilities as authorized by the Formation Proceedings and the Bond Authorization Resolution, which are designated to mature on September 1, 2020.

11. CFD No. 87-1 has not issued any other Bonds, notes or other securities.

NOW, THEREFORE, in consideration of the terms and conditions set forth, CUSD and CFD No. 87-1 DO HEREBY AGREE AS FOLLOWS:

Section 1.0 CFD No. 87-1 School Facilities. Residential development within CFD No. 87-1 has occurred and is occurring substantially as described in the CFD No. 87-1 Mitigation Agreement and Formation Proceedings. The School Facilities addressed in the CFD No. 87-1 Mitigation Agreement have been and are being constructed as provided in the CFD No. 87-1 Mitigation Agreement. The School Facilities and the use thereof have been accomplished consistent with the provisions of the CFD No. 87-1 Mitigation Agreement.

Section 2.0 Termination of the Levy of Annual Special Taxes. All of the property in CFD No. 87-1, except property exempted by law or by the Formation Proceedings, shall be or has been levied upon for the purposes, and to the extent and in the manner provided in the Formation Proceedings and the CFD No. 87-1 Mitigation Agreement. The Special Taxes have been levied to pay debt service for the Bonds issued by CFD No. 87-1 and to construct the School Facilities described in the CFD No. 87-1 Mitigation Agreement. The term “Debt Service” includes, but is not limited to, amounts needed to pay principal of and interest on the Bonds, amounts needed to replenish the bond reserve fund for the Bonds, amounts needed to establish and replenish a special reserve that may be needed to balance the receipt of Special Taxes and the payment of Debt Service on the bonds, amounts to pay the administrative cost of issuing and servicing the Bonds, and amounts necessary to collect the Special Taxes.

All property within CFD No. 87-1, not excepted nor exempt from the Special Taxes, shall be or has been subject to the annual Special Tax levy, as calculated pursuant to the Rate and Method of Apportionment of Community Facilities District Special Tax for Community Facilities District No. 87-1 of Capistrano Unified School District (“Rate and Method”), as referenced in the Formation Proceedings. All property within CFD No. 87-1, not excepted nor exempt from the Special Taxes, shall continue to be levied at the current authorized rate pursuant to the Rate and Method, without the annual escalation of two-percent (2%) permitted under the Rate and Method or any reduction in the current rate of such Special Taxes.

At the time of this Agreement, the Board finds that the School Facilities authorized by the Formation Proceedings and CFD No. 87-1 Mitigation Agreement will be funded as provided in the CFD No. 87-1 Mitigation Agreement and the Formation Proceedings. Special Tax funds of CFD No. 87-1 levied at the herein specified current rate of the Rate and Method and any available funds from prior annual levies of Special Taxes, shall be used to exercise optional redemption of the 2006 Bonds, retiring outstanding maturities thereof on or after September 1, 2016 prior to the scheduled maturity date, as permitted under the provisions of the covenants of the 2006 Bonds to the extent that such funds of CFD NO. 87-1 are available. Any remaining Special Tax funds of CFD No. 87-1 levied prior to September 1, 2016 not expended for the redemption and defeasance of the 2006 Bonds and permitted costs related thereto shall be expended by CFD No. 87-1 pursuant to the authorized uses in the Formation Proceedings and the CFD No. 87-1 Mitigation Agreement, including not by way of limitation the Lunch Pavilion

and Theater at Capistrano Valley High School as well as security cameras at School Facilities described in the Formation Proceedings and CFD No. 87-1 Mitigation Agreement

The provisions hereof notwithstanding, the Special Taxes of CFD No. 87-1 levied on or before September 1, 2016 that are unpaid as delinquent Special Taxes shall be payable by all applicable taxable property within CFD No. 87-1.

Section 3.0 Notice of Cessation. Upon the successful defeasance of the outstanding 2006 Bonds on September 1, 2016, the Legislative Body of CFD No. 87-1 shall direct the Superintendent of CUSD or designee except as otherwise herein provided to execute and record a Notice of Cessation of Future Special Tax against all parcels within the boundaries of CFD No. 87-1 on or before October 1, 2016. Nothing in this provision shall apply to parcels that are unpaid or delinquent regarding the Special Taxes of CFD No. 87-1.

Section 4.0 Modification or Rescission. Any modification or rescission hereof shall be subject to the favorable two-thirds vote of the registered voters of CFD No. 87-1.

Section 5.0 Successors. All of the covenants, stipulations, and promises contained in this 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 of the respective parties.

Section 6.0 Severability. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions thereof shall not in any way be affected or impaired thereby.

Section 7.0 Enforceability. Any owner of a parcel within the boundaries of CFD No. 87-1, subject to the special tax lien at the time of this Agreement, as discussed herein, shall have the right to enforce this Agreement against the signed parties to this Agreement.

Section 8.0 Indemnification. CFD No. 87-1 hereby indemnifies CUSD for any and all claims, expenses, and costs derived from or related to the CFD No. 87-1 Mitigation Agreement Formation Proceedings, the provisions of this Agreement and any other matters related to CFD

No. 87-1 as to which all the hereinabove specified obligations are subordinate.

[Remainder of page intentionally left blank.]

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

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____
John M. Alpay
President of the Board of Trustees of the
Capistrano Unified School District

By: _____
Gary Pritchard, Ph.D.
Clerk of the Board of Trustees of the
Capistrano Unified School District

COMMUNITY FACILITIES DISTRICT NO. 87-1
OF THE CAPISTRANO UNIFIED SCHOOL
DISTRICT

By: _____
John M. Alpay
President of the Board of Trustees of the
Capistrano Unified School District, acting as
the Legislative Body of CFD No. 87-1

By: _____
Gary Pritchard, Ph.D.
Clerk of the Board of Trustees of the
Capistrano Unified School District, acting as
the Legislative Body of CFD No. 87-1

Approved as to form:

By: _____
Bowie, Arneson, Wiles & Giannone,
Counsel to Capistrano Unified School
District and Community Facilities
District No. 87-1 of the Capistrano
Unified School District

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

January 8, 2014

**SELECTION OF A SCHOOL NAME FOR A NEW K-8 CAMPUS ON
RANCHO MISSION VIEJO**

As referenced in the Board item, Rancho Mission Viejo is planning a multi-phased construction project in the District requiring the construction of one K-8 school in the near future and additional schools later. Initial plans are progressing for the K-8 campus so it is appropriate to begin the school naming process, although the Board has ample time to actually select a name. At the Board meeting of June 26, 2013, the Board decided that all Trustees would serve on the school naming committee, per the Board Policy on naming facilities.

Trustee Reardon suggested the new school be named after Richard J. O'Neill, a member of the family that has owned and managed Rancho Mission Viejo since 1882. When I met today with Dan Kelly, Senior Vice President for Governmental Relations with Rancho Mission Viejo, I learned that the O'Neill family had been advised of Mr. Reardon's recommendation and should Trustees decide to use the O'Neill family name, family members would like some time to determine if it wishes to accept the use of the name for the school.

Mr. Kelly also provided the following information, which is included in the exhibit:

1. Street names in the Esencia Development
2. Names that will be utilized for neighborhood roads
3. Names of pastures within Rancho Mission Viejo

At the time the agenda for this meeting was printed Ranch officials had not selected a street name for the street that the new school will be on.

This Board item will provide Trustees the opportunity to begin discussion of possible names and/or to determine a process for selection of a name.

NAMING OF FACILITY

Naming New Schools

The Governing Board shall form a committee of the Board when a new school is to be named. The committee will bring a recommendation forward to the full Board for final approval.

School names may include, but are not limited to, geographical locations within the District or other potential names significant to the District or community.

The full Board shall have final approval with respect to the naming of each school constructed by the District.

Dedication Plaques – New Schools

With the dedication of each new school in the District, the Board wishes to recognize those individuals who have contributed significantly to the planning and construction of the school.

A dedication plaque shall be affixed to each new school and shall include the following:

1. The name of the school and the year the construction bid was awarded.
2. The name of each Board member who was on the Board at the time the construction bid was awarded.
3. The name of the Superintendent at the time the construction bid was awarded.
4. The name of the architect.
5. The name of the contractor.

It shall be the practice of the District to have the dedication plaque provided by the construction firm who built the school.

Policy

adopted: January 8, 1996

revised: June 12, 2000

revised February 26, 2001

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

Jim Reardon, Trustee Capistrano Unified School District

28261 Via Rueda
San Juan Capistrano, CA 92675
U. S. A

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

December 12, 2013

Dr. Farley,

One of the more joyful aspects of service as a school district Trustee is the opportunity to participate in the naming process for new school facilities. Plans to build our first new school in Rancho Mission Viejo mark the start of this process.

I would like to go on record with the first formal proposal, that this school bear the official name:

Richard J. O'Neill School

I cannot think of a more logical or fitting choice for the first school to be located in the heart of the Orange County portion of Rancho Mission Viejo. Richard O'Neill's contributions to the local area and his philanthropy generally make his name a fitting reminder and legacy of a true native son of California.

Assuming Mr. O'Neill's family raises no objection to this public honor, I am happy to submit this name for consideration by the Board of Trustees to be our official and permanent designation for the our new school.

Sincerely,



Jim Reardon

cc: Trustees, CUSD



RANCHO MISSION VIEJO

Esencia Street Naming

Main Spine Road

Ridgeline Drive or Esencia Drive

Secondary entry

Chiquita Canyon Drive

First Arterial

Andanza – walk

Second Arterial

Escalada – ascend

Third Arterial

Saliente – outgoing

Perimeter Road

Veraz – truthful

Alternates:

Tierno – tender

Alzada – height

Zancada – stride



RANCHO MISSION VIEJO

Neighborhood Roads

Alabanza – praiseworthy

Alentar – encourage; breathe

Algazara –joy, shout

Andanza – walk

Animado – lively

Apretón – hug, handshake

Ardoroso – ardor

Arriate – border, path

Arrojo – bravery

Asombra – amaze

Audaz – bold, daring

Bosquete – small wood

Cadencia – rhythm

Cuna –cradle

Donoso – graceful, witty

Escalada – ascend

Feraz – fertile

Holganza – leisure, rest

Indole –kind

Jaez – harness

Lirico – dreamer

Logrero – optimistic

Luz – light

Paleta – helpful

Pasmoso – incredible, amazing

Pocholo – adorable, nice, cute

Precioso – precious

Presencia –presence

Rielar – shimmer

Sencillo – simple

Senero – unique

Tutela – guardian, tutelage, protection

Veraz – truthful

Zorrera – earth



RANCHO MISSION VIEJO

Pasture Names

Band Canyon

Leo Chensala Lease

Upper Trabuco

Upper Mesa

Middle Mesa

Lower Mesa

Horseshoe Pasture

El Toro Pasture

Cavean

Jaureguie Pasture

Middle Trabuco

Upper Chiquita

Esiano Pasture

Iwata Field

Lower Trabuco

Trabuco Pasture

Oil Well Pasture

McFadden

Narrow Canyon

Lower Chiquita

Upper Gobernadora

Lower Gobernadora

Horse Pasture

Nick's Pasture

Lucas Pasture

Verdugo Pasture

Upper Gabino

Serra

Aliso

Rin Canada

Tierra Colorado (Upper)

Lower Gabino

Souse

Codo

Blind Pasture

Talega

Cristianitos Pasture

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

RESOLUTION NO. 1314-31

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT REQUESTING THAT THE CITY COUNCIL FOR THE CITY OF SAN JUAN CAPISTRANO DENY THE PROJECT REFERRED TO AS THE RANCHO SAN JUAN APARTMENTS BASED ON ITS DIRECT IMPACT ON STUDENTS RESIDING IN SAN JUAN CAPISTRANO AND THEIR ABILITY TO ATTEND PUBLIC HIGH SCHOOL IN THEIR OWN COMMUNITY, THE UNMITIGATED IMPACTS IDENTIFIED WITHIN THE CITY'S ENVIRONMENTAL IMPACT REPORT AND OTHER ADVERSE IMPACTS

WHEREAS, the City of San Juan Capistrano (the City) is currently reviewing a Final Environmental Impact Report, General Plan Amendment (GPA) 12-02, Rezone (RZ) 12-01, and Architectural Control (AC) 12-13, and Grading Plan Modification (GPM) 12-01 for the Rancho San Juan Apartments Project (collectively, the Project); and

WHEREAS, the City Council for the City (the City Council) has on calendar that it will next consider the Project at its regularly scheduled meeting on or about January 21, 2014; and

WHEREAS, the City's Planning Commission (the Planning Commission), on September 10, 2013, adopted a resolution recommending the City Council deny the Project, based on the Planning Commission's conclusion that, among other things, the Project will result in significant adverse traffic impacts that will not be adequately mitigated; and

WHEREAS, the property on which the Project is located is the last useable vacant property suitable for expansion and contiguous to the only public high school in the City, specifically San Juan Hills High School (San Juan Hills) which is owned and operated by the Capistrano Unified School District (the District); and

WHEREAS, the District through its elected members of the Board of Trustees (the Board) and senior staff members, has expressed specific concerns to elected members of the City Council and senior staff members of the City over the Project impairing any potential future expansion of San Juan Hills and also regarding traffic, including that the traffic created by the Project will adversely impact accessibility to San Juan Hills; and

WHEREAS, most students currently residing in the City of high school age who attend public school are assigned to San Juan Hills, as well as students of similar age who reside in Ladera Ranch, collectively creating a student population at San Juan Hills in excess of the facilities current designed capacity; and

WHEREAS, upon the completion of Avenida La Pata connecting the City with the City of San Clemente, students of similar age who reside in the San Clemente development of Talega may be reassigned to San Juan Hills; and

WHEREAS, students residing in Ladera Ranch and the San Clemente development of Talega are to have priority access because the Community Facilities Districts in their areas contributed to the acquisition and construction of San Juan Hills; and

WHEREAS, with the San Clemente development of Talega possibly reassigned to San Juan Hills, provided the Project proceeds and the District is unable to expand San Juan Hills, then current San Juan Hills students who do not have priority access, specifically students residing in the City, will be reassigned to other public high schools, including but not limited to Capistrano Valley High School and San Clemente High School; and

WHEREAS, the unmitigated traffic impacts will have significant negative affect on students, faculty, staff and parents with students who will attend San Juan Hills, as the Project is immediately adjacent to the school site and utilizes the same road for access purposes, as discussed more fully in the Final Environmental Impact Report (the Final EIR) prepared by the City for the Project; and

WHEREAS, the City Council possesses the discretionary authority to deny the Project, consistent with the recommendation of the Planning Commission and findings of community interest set forth in this resolution.

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

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

Section 2. The Board finds that the Project is detrimental to the interests of the City's school age children enrolled in public schools as its approval will likely result in their reassignment to other public high schools outside of the City such that preferential access to San Juan Hills can be provided to students in Ladera Ranch and the San Clemente development of Talega.

Section 3. The Board finds that the Project will be detrimental to the substantial investments made by the District and the State of California in San Juan Hills by impairing any potential future expansion of the facility.

Section 4. The Board finds that the Project as proposed, based on the Final EIR, will have significant unmitigated traffic impacts adversely affecting students, faculty, staff and parents with students attending San Juan Hills.

Section 5. Based on adverse impact to the City's student population, the potential need for future expansion of San Juan Hills and the unmitigated traffic impacts, the Board hereby urges the City Council to follow the recommendation of the Planning Commission.

Section 6. The Board submits that the impacts and burdens of the Project will not outweigh the limited benefits of the Project, such that a Statement of Overriding Considerations for the Project would not be supported or justified.

Section 7. The Board hereby authorizes the Superintendent, or a designee of the Superintendent, to take such action as reasonably necessary to effectuate the purpose of this resolution, including, but not limited to, delivering a copy of this Resolution to the City and presenting oral or written comments to the City consistent with the Board's requests and findings set forth herein.

AYES: ()

NOES: ()

ABSENT: ()

ABSTAIN: ()

I, Joseph M. Farley, Ed.D., Secretary of the Capistrano Unified School District Board of Trustees, certify that the above and foregoing Resolution was duly and regularly adopted by the Board at the meeting on the 8th day of January, 2014, by a roll call vote.

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

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – REGULAR MEETING
DECEMBER 11, 2013
EDUCATION CENTER – BOARD ROOM

Superintendent Farley called the meeting to order at 5:30 p.m. The Board recessed to closed session to: confer with Legal Counsel regarding Anticipated Litigation; discuss Public Employee Discipline/Dismissal/Release; discuss Student Expulsions; and confer with Labor Negotiators.

Trustee Hanacek arrived in closed session at 5:40 p.m.

Closed session recessed at 6:08 p.m.

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

The Pledge of Allegiance was led by Superintendent Farley.

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

Absent: Trustee Bryson

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

Permanent Record

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

Adoption of the Board Agenda

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

Superintendent Farley reported the following action taken during closed session:

Report Out From Closed Session

Agenda Item #3A – Conference with Legal Counsel – Anticipated Litigation: Informal Dispute Resolution Case No. 101913

The Board voted 6-0 to approve the settlement agreement not-to-exceed \$100,000, fully resolving Informal Dispute Resolution Case No. 101913.

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

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

By a roll call vote the Board voted 6-0 to approve Resolution No. 1314-28 to suspend, without pay, and terminate Employee ID Number 15414.

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

Agenda Item #3C1 – C12 – Student Expulsions:

The Board voted 6-0 to expel the following students by stipulated agreements: Case #2014-004, #2014-007, #2014-009, #2014-010, #2014-011, #2014-012, #2014-014, #2014-015, #2014-016, #2014-017, #2014-018, and #2014-019.

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

Agenda Item #3D – Conference with Labor Negotiators:

No action was taken.

Superintendent Farley announced nominations were in order for President of the Board.

Trustee Addonizio nominated Trustee Reardon and Trustee Pritchard nominated Trustee Alpay. There being no further nominations, nominations were closed by Trustee Addonizio, seconded by Trustee Reardon. By a 4-2 roll call vote Trustee Alpay was elected President of the Board.

ROLL CALL: AYES For Trustee Alpay: Trustees Alpay, Hanacek, Hatton, and
Pritchard
NOES for Trustee Alpay: Trustees Addonizio and Reardon

AYES for Trustee Reardon: Trustees Addonizio and Reardon
NOES for Trustee Reardon: Trustees Alpay, Hanacek, Hatton, and
Pritchard

ABSENT: Trustee Bryson
ABSTAIN: None

President Alpay declared that nominations were in order for Vice President. Trustee Hanacek nominated Trustee Hatton. There being no further nominations, nominations were closed by Trustee Addonizio, seconded by Trustee Reardon. By a 6-0 oral vote, Trustee Hatton was elected Vice President of the Board.

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

President Alpay declared nominations were in order for Clerk of the Board. Trustee Hatton nominated Trustee Pritchard. There being no further nominations, nominations were closed by Trustee Addonizio, seconded by Trustee Reardon. By a 6-0 oral vote, Trustee Pritchard was elected Clerk of the Board.

**Reorganization of
the Board
Agenda Item 1-3**

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

Capistrano Valley High School Madrigals directed by Erin Girard presented a holiday musical performance.

Musical Performance

The Board recessed at 7:18 p.m. to reorganize the dais. The meeting reconvened at 7:25 p.m.

Break

Dr. Farley shared what has been accomplished in the District during his four years as Superintendent and announced his intent to retire from District service on June 30, 2014. Dr. Farley thanked the Board and the entire staff of the District for their support.

Board and Superintendent Comments

Trustee Hanacek shared on “Difference Makers” in the community who donate and volunteer their resources and time in the District.

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:

- *Kathy Collins stated the mandated furlough days for classified employees is unfair, unequitable, and has a negative effect on classified employees.*
- *Lori Kosky stated classified employees do not feel appreciated and advancement opportunities are not fair due to the Personnel Department’s screening process.*
- *Bill Brough shared information on the American Legion Oratorical Contest for high school students and asked the Board to encouraged students to participate.*
- *Kathy Duong asked the Board to advise the Talega community which high school their children will attend once La Pata is completed.*

President Alpay asked Trustees to select committees they want to serve on in 2014.

Reorganization of the Board- Appointment to Committees Agenda Item 4

Trustee Reardon will serve as the District’s representative on the Nominating Committee of the Orange County Committee on School District Organization with Trustee Addonizio as the alternate.

Trustee Hanacek will serve on the Orange County School Boards Political Action Group Effort (PAGE).

Trustees Addonizio, Hatton, and Reardon will serve on the Instructional Materials Review Committee (IMRC).

Trustees selected to serve on the following ad hoc committees:

City of Aliso Viejo: Trustees Bryson and Pritchard

City of Dana Point: Trustees Alpay, Bryson, and Hanacek

City of Laguna Niguel: Trustees Addonizio and Bryson

City of Mission Viejo: Trustees Addonizio, Hatton, and Reardon

City of Rancho Santa Margarita: Trustees Hatton and Pritchard

City of San Clemente: Trustees Alpay and Hanacek

City of San Juan Capistrano: Trustees Addonizio and Reardon

Trustee Reardon will serve as an ex-officio member of the Capistrano Unified School District (CUSD) Foundation (formerly Capistrano Academic Resources to Education Foundation {CARE}).

Trustee Pritchard will serve on the District Restructuring Council (DRC).

It was moved by Trustee Reardon, seconded by Trustee Addonizio, and motion carried by a 6-0 vote to approve the selection of Trustees serving on the following committees: County Committee on School District Organization, PAGE, IMRC, City ad hoc committees, CUSD Foundation, DRC and to continue the selection of Trustees to serve on the committee for Other Personnel Related Board/Staff Assignments for the 2013-2014 School Year until after a special Board meeting in January on the selection process for a new superintendent.

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

President Alpay announced he would be resigning his position as a representative on the South Coast ROP board and asked staff to place an item on a January Board agenda for the selection of a new representative.

DISCUSSION/ACTION

Deputy Superintendent Clark Hampton provided a PowerPoint review of the budget which covered 2013-2014 financial information and multi-year projections. Mr. Hampton explained this item presents a qualified certification of the First Interim Financial Report for 2013-2014, indicating the District may not meet its financial obligations for the current and two subsequent fiscal years.

(The PowerPoint is posted on the District website: www.capousd.org)

**First Interim
Report
Agenda Item 5**

It was moved by Trustee Hatton, seconded by Trustee Hanacek, and motion carried by a 5-1 vote to approve the Certification of the 2013-2014 First Interim Report and Adoption of Resolution No. 1314-26, 2013-2014 Revenue and Expenditure Increases/Decreases.

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

Dr. Farley stated staff has prepared a report on short- and long-term facility needs for specific sites. Deputy Superintendent Clark Hampton provided a PowerPoint presentation on proposed facility projects and possible funding sources for San Clemente High School, Shorecliffs Middle School, Dana Hills High School, R.H. Dana Elementary School, Palisades Elementary School, Don Juan Avila School, Niguel Hills Middle School, and Las Palmas Elementary School. Mr. Hampton stated staff is requesting Board approval to advertise for bids for San Clemente High School roof replacement and Dana Hills High School HVAC air handler replacement.

(The PowerPoint is posted on the District website: www.capousd.org)

**Facility
Improvements and
Funding
Agenda Item 6**

The following speakers addressed the Board:

- Susie Hatton, Debbie Flowers, Marc Veale, and Jason Ewell addressed the Board in regards to the misappropriation of Talega CFD 90-2 funds for repairs and maintenance at San Clemente High School.

Following discussion, it was moved by Trustee Reardon, seconded by Trustee Hatton, and motion carried by a 6-0 vote to approve staff to advertise for bids for the San Clemente High School roof replacement and Dana Hills High School HVAC air handler replacement without regard to potential funding sources.

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

Deputy Superintendent Clark Hampton stated as of January 1, 2014, pre-qualification of contractors will be mandatory for construction projects when state bond funding is involved. If the project involves mechanical, electrical, and plumbing components, such subcontractors must be pre-qualified. Since the new statute permits a school district to establish a pre-qualification process for each construction project it engages in, staff and outside legal counsel are working to develop a project-by-project pre-qualification process that can be tailored to the specific needs of each project. Staff will bring back to the Board the pre-qualification process, the uniform system for rating bidders, and the revised front-end bid documents and advertisements with the first project that is subject to the new law.

**Mandatory Pre-qualification of Contractors
Agenda Item 7**

Student Advisor Leilah Rodriguez left the meeting at 8:55 p.m.

Deputy Superintendent Clark Hampton stated that agenda items eight and nine are the same except, in item 8 the Board is acting on behalf of the school district and in item 9 the Board is acting as the legislative body on behalf of the District for CFD 87-1. Mr. Hampton stated agenda items 8 and 9 were revised to reflect changes in the proposed Agreement Between Capistrano Unified School District and CFD 87-1 of the Capistrano Unified School District Regarding School Facilities, Retirement of Bonds, and Cessation of Special Taxes (Exhibit A). Mr. Hampton explained revisions were made to more fully describe the School District's current and anticipated facility projects at Capistrano Valley High School and other authorized school sites to the extent described therein. The revisions in the proposed Agreement are to clarify current and prospective projects. At the request of Trustees staff has prepared an agreement that can potentially end CFD 87-1 early when bonds are called in 2016. Mr. Hampton informed Trustees that attorneys Robert Anslow and Lynh N. Nguyen from Bowie, Arneson, Wiles & Giannone were present to answer Trustee questions. Also present to answer questions was Andrea Roess from David Taussig & Associates.

**CFD No. 87-1
Agenda Item 8**

The following speakers addressed the Board:

- Wayne Tate thanked staff for their work and bringing forth the resolution and agreement to end the oldest CFD in the District.
- Cathy Schlicht stated the council for the City of Mission Viejo fully supports the resolution and agreement for CFD 87-1.

Following discussion, it was moved by Trustee Hatton, seconded by Trustee Hanacek, to amend staff recommendation to end tax cessation in 2020. A substitute motion was made by Trustee Reardon, seconded by Trustee Addonizio, to approve staff recommendation. Both motions were withdrawn after further Board discussion.

It was moved by Trustee Alpay, seconded by Trustee Pritchard, and motion carried by a 6-0 vote to continue Resolution No. 1314-29, Resolution of the Board of Trustees of the Capistrano Unified School District Approving the Agreement Between Capistrano Unified School District and Community Facilities District No. 87-1 of the Capistrano Unified School District Regarding School Facilities, Retirement of Bonds, and Cessation of Special Taxes, Making Certain Determinations and Taking Related Actions.

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

The following speaker addressed the Board:

**CFD No. 87-1
Agenda Item 9**

- Barbara Casserly shared her frustration on how CFD 87-1 funds designated for Mission Viejo has been misused, the condition of Mission Viejo schools, and her efforts to discuss her concerns with District administrators over the years.

It was moved by Trustee Addonizio, seconded by Trustee Pritchard, and motion carried by a 6-0 vote to continue Resolution No. 1314-30, Resolution of the Board of Trustees of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No. 87-1 of the Capistrano Unified School District, Approving the Agreement Between Capistrano Unified School District and Community Facilities District No. 87-1 of the Capistrano Unified School District regarding School Facilities, Retirement of Bonds, and Cessation of Special Taxes, Making Certain Determinations and Taking Related Actions.

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

President Alpay recused himself from this item and left the Board room. Vice President Lynn Hatton called upon Trustee Addonizio to present this item.

**Reconsideration of
Board Action
Agenda Item 10**

Trustee Addonizio reported she had requested this item placed on the agenda for discussion to determine if there is an interest in reconsidering the Board's action taken at the August 14, 2013, Board meeting. At the August meeting Trustees were considering two items regarding refinance proceeds. The Board voted to return funds to tax payers in CFD 90-1 (Las Flores) but voted to have the funds remain in the District for CFD 90-2 (Talega) due to assertions made during the discussion of the item. Since that meeting Talega residents have voiced their concerns.

It was moved by Trustee Addonizio, seconded by Trustee Pritchard, and motion carried by a 5-0 vote to waive the Board policy maximum time requirement of 20 minutes for speakers.

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

The following speakers addressed the Board:

- Laura Ginn, Randy Goeken, Mike Ray, Amanda Earnest, Laura Ferguson, Andrea Ewell, and Amy Rogers stated Talega residence are being asked to pay more than their fair share of taxes and the savings should be returned to the Talega taxpayers.

It was moved by Trustee Reardon, seconded by Trustee Addonizio, motion carried by a 5-0 vote to approve reconsidering the action taken at the August 14, 2013, Board meeting related to Resolution No. 1314-07 authorizing the levy of Special Taxes in Improvement Area No. 2002-1 of CFD No. 90-2 to a January meeting.

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

Following the vote, President Alpay returned to the Board room.

Deputy Superintendent Clark Hampton stated after interviewing seven firms for Request for Qualifications/Proposals (RFQ/P) No. 4-1314, Architectural Services, staff recommendation is to award contracts to HMC Architects, IBI Group, and WLC Architects, Incorporated. The three firms were selected to provide architectural services for projects as needed in the District. HMC Architects was the highest ranking firm and is selected as the Architect of Record for the new K-8 school project planned for Rancho Mission Viejo. The Agreement for Architectural and Related Services for each firm will be brought back to the Board for approval once contracts have been finalized.

**RFQ/P Award for
Architectural
Services
Agenda Item 11**

It was moved by Trustee Addonizio, seconded by Trustee Reardon, to continue this item to a January meeting.

Following further discussion, a substitute motion was made by Trustee Alpay, seconded by Trustee Hatton, and motion carried by a 5-0-1 vote to approve the award of RFQ/P No. 4-1314, Architectural Services to HMC Architects, IBI Group, and WLC Architects, Incorporated to provide architectural services as needed for projects planned in the District. Furthermore, it is also recommended the Board of Trustees approve HMC Architects as the Architect of Record for the new K-8 school project planned for Rancho Mission Viejo.

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

It was moved by Trustee Addonizio, seconded by Trustee Reardon, and motion carried by a 6-0 vote to approve the proposed July through December 2014 School Board Meeting Schedule.

**Board Meeting
Schedule
Agenda Item 12**

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

It was moved by Trustee Reardon, seconded by Trustee Addonizio, and motion carried by a 6-0 vote to approve revisions to Board Policy 5165, *Health Examinations*.

**Revisions to Board
Policy
Agenda Item 13**

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

President Alpay announced the Public Hearing open at 10:07 p.m. regarding Pupil-to-Teacher Waiver Request for California Preparatory Academy. There being no speakers to address the Board, President Alpay declared the Public Hearing closed at 10:08 p.m.

**Public Hearing:
Pupil-to-Teacher
Waiver Request
Agenda Item 14**

Assistant Superintendent Michelle Le Patner stated the District is seeking a renewal of the general waiver request to increase the pupil-to-teacher ratio from 25:1 to up to 34.5:1 at California Preparatory Academy.

**Pupil-to-Teacher
Waiver Request
Agenda Item 15**

It was moved by Trustee Hatton, seconded by Trustee Reardon, and motion carried by a 6-0 vote to approve the Pupil-to-Teacher Waiver Request for California Preparatory Academy.

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

President Alpay announced the Public Hearing open at 10:09 p.m. regarding Pupil-to-Teacher Waiver Request for Capistrano Virtual and Home School. There being no speakers to address the Board, President Alpay declared the Public Hearing closed at 10:10 p.m.

**Public Hearing:
Pupil-to-Teacher
Waiver Request
Agenda Item 16**

Assistant Superintendent Michelle Le Patner stated the District is seeking a renewal of the general waiver request to increase the pupil-to-teacher ratio from 25:1 to up to 33:1 at Capistrano Virtual and Home School.

**Pupil-to-Teacher
Waiver Request
Agenda Item 17**

It was moved by Trustee Addonizio, seconded by Trustee Reardon, and motion carried by a 6-0 vote to approve the Pupil-to-Teacher Waiver Request for Capistrano Virtual and Home School.

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

President Alpay announced the Public Hearing open at 10:11 p.m. regarding Pupil-to-Teacher Waiver Request for Capistrano Connections Academy Charter School. There being no speakers to address the Board, President Alpay declared the Public Hearing closed at 10:12 p.m.

**Public Hearing:
Pupil-to-Teacher
Waiver Request
Agenda Item 18**

Assistant Superintendent Michelle Le Patner stated the District is seeking renewal of the general waiver request to increase the pupil-to-teacher ratio from 25:1 to up to 27.5:1 at Capistrano Connections Academy.

**Pupil-to-Teacher
Waiver Request
Agenda Item 19**

It was moved by Trustee Reardon, seconded by Trustee Hatton, and motion carried by a 6-0 vote to approve the Pupil-to-Teacher Waiver Request for Capistrano Connections Academy Charter School.

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

President Alpay asked Trustees for items they wished to pull from the Consent Calendar. Agenda item 34 was pulled.

**Items Pulled from
the Consent
Calendar**

CONSENT CALENDAR

It was moved by Trustee Addonizio, seconded by Trustee Hatton, and motion carried by a 6-0 vote to approve the following Consent Calendar items:

Minutes of the November 6, 2013, regular Board meeting.

**Minutes
Agenda Item 20**

Memorandum of Understanding with Western Youth Services for youth counseling services.

**Memorandum of
Understanding
Agenda Item 21**

Single School Plans for Student Achievement and Budgets (SPSA) for the 2013-2014 school year.

**Single School Plans
for Student
Achievement and
Budget
Agenda Item 22**

Petition to waive California Education Code §60851(a) and Board Policy 6162.52 – California High School Exit Examination: Case #1314-002 through #1314-007.

**CAHSEE Waiver
Agenda Item 23**

Readmission of a student from expulsion: Case #2013-039.

**Expulsion
Readmissions
Agenda Item 24**

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

**Purchase
Orders/Warrants
Agenda Item 25**

Donations of funds and equipment.

**Donations
Agenda Item 26**

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

**Professional
Services
Agreements
Agenda Item 27**

Ratification of special education Informal Dispute Resolution Agreement Case #066913.

**Informal Dispute
Resolution
Agreement
Agenda Item 28**

| | |
|--|---|
| Ratification of special education Settlement Agreement Case #2013090572. | Settlement Agreement Agenda Item 29 |
| Resolution No. 1314-27 authorizing the Annual and Five-Year Reportable Fees Reports for Fiscal Year 2012-2013, in compliance with Government Code §66006 and §66001. | Five-Year Reportable Fees Reports Agenda Item 30 |
| Service agreements with National Benefit Services, LLC; and SchoolsFirst Federal Credit Union to provide third-party administration services for the District's 403(b) and 457(b) plans. | Service Agreements Agenda Item 31 |
| Award of Bid No. 1314-15, Co-Curricular Bus Service to the following vendors: Certified Transportation Services, Incorporated; JFK Transportation Co., Incorporated; Transportation Charter Services, Incorporated; Pacific Coast Sightseeing Tours & Charters, Incorporated; and First Student, Incorporated, for transportation services, as needed by the District. | Award of Bid Agenda Item 32 |
| Award of Bid No. 1314-14, Movement and Reconfiguration of Relocatable Buildings to G.A. Dominguez. | Award of Bid Agenda Item 33 |
| Extension of Independent Contractor Agreement No. I1011109 with Knowland Construction Services to provide Division of the State Architect approved inspectors of record for construction projects, as required by the District. | Agreement Extension Agenda Item 35 |
| Extension of Independent Contractor Agreement No. I1011110 with MTGL, Incorporated to provide special inspections and materials testing for construction projects, as required by the District. | Agreement Extension Agenda Item 36 |
| Extension of Independent Contractor Agreement No. I1011111 with Ninyo & Moore to provide special inspections and materials testing for construction projects, as required by the District. | Agreement Extension Agenda Item 37 |
| Rejection of all bids submitted for electrical service. | Rejection of Electrical Service Bids Agenda Item 38 |
| Utilization of the Desert Sands Unified School District Bid No. 13/14-003 for the purchase of Chromebooks from CDWG Incorporated, under the same terms and conditions of the public agency's contract. | Piggyback Bid for Chromebooks Agenda Item 39 |
| Denial of Government Claim number 13-13981DP filed against the District. | Claim Denial Agenda Item 40 |
| Resignations, retirements, and employment of classified personnel. | Resignations/Retirements/ Employment (Classified Personnel) Agenda Item 41 |

Resignations, retirements, and employment of certificated personnel.

**Resignations/
Retirements/
Employment
(Certificated
Personnel)
Agenda Item 42**

Offering an additional PPO health plan for the 2014 calendar year.

**Health and
Welfare Benefits
Agenda Item 43**

Acceptance of Williams Settlement First Quarter Site Review Report.

**Williams
Settlement
Agenda Item 44**

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

Trustee Hatton stated she found SharePoint to be cumbersome and not user friendly and requested more information on how the District is using the software. Executive Director Susan Holliday explained the software is used as a District operations document management solution as a repository for document reporting, procedures, policies and collaboration on those resources. The organization is currently assisting staff with developing a routing solution for employee requisitions within SharePoint.

**Agreement
Extension
Agenda Item 34**

It was moved by Trustee Hatton, seconded by Trustee Reardon, and motion carried by a 6-0 vote to approve the extension and amendment to Independent Contractor Agreement No. II112088 with AlpenSpruce, LLC.

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

It was moved by Trustee Hatton, seconded by Trustee Reardon, and motion carried by a 6-0 vote to adjourn the meeting.

Adjournment

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

President Alpay announced the meeting adjourned at 10:15 p.m.

Board Clerk

Secretary, Board of Trustees

REMUNERATION, REIMBURSEMENT, AND OTHER BENEFITS

Remuneration

Each member of the Board of Trustees may receive the maximum monthly compensation as provided for in law.

If a member does not attend all Board meetings during the month, he/she may receive only a percentage of the monthly compensation equal to the percentage of meetings attended unless otherwise authorized by the Board in accordance with law. (Education Code 35120)

Members may be paid for meetings missed when the Board, by resolution, finds that they were performing designated duties of the District at the time of the meeting. During any year, members also may be paid for up to two meetings when the Board, by resolution, finds that they were absent because of illness. (Education Code 35120)

District Board members who wish to join the Public Employees' Retirement System (PERS) must file with PERS an election in writing to become a member.

Reimbursement of Expenses

Board members shall be reimbursed for all expenses incurred in attending meetings or making trips on official District business when so authorized by the Board. (Education Code 35044)

The rate of reimbursement shall not exceed limitations specified for District personnel.

(cf. 4133 - Travel Expenses)

(cf. 9240 - Development in Service)

Health and Welfare Benefits

Board members may participate in the health and welfare benefits program provided for District employees.

Board members who elect to participate in the District health and welfare benefits program shall do so at the same rate as District employees.

Retired Board Members

Any members retiring from the Board after at least three terms may continue the health and welfare benefits program at their own expense if coverage is in effect at the time of retirement.

Legal Reference: (see next page)

REMUNERATION, REIMBURSEMENT, AND OTHER BENEFITS (continued)

Legal Reference:

EDUCATION CODE

- 1090 Compensation for members and mileage allowance*
- 33362 Reimbursement of expenses (Department of Education and CSBA workshops)*
- 35012 Board members; number, election and term*
- 35044 Payment of traveling expenses of representatives of board*
- 35120 Compensation (services as member of governing board)*
- 35172 Promotional activities*
- 44038 Cash deposits for transportation purchased on credit*

GOVERNMENT CODE

- 20361 Elective officers; election to become member*
- 20361.2 Elective officer construed; county board of education members*
- 53200-53209 Group insurance, especially*
- 53200 Definitions: group insurance, local agency; health and welfare benefits, employees*
- Thorning v. Hollister School District, (1992) 11 Cal.App.4th 1598*

Bylaw
adopted: February 27, 1995

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California



PADRES PROMOTORES MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is intended to serve as an agreement between Capistrano Unified School District (CUSD) and University of California, Irvine.

The purpose of this Memorandum of Understanding is ensuring a commitment by both parties to carry out the vision and mission of the *Padres Promotores* program. In doing so, both parties will work collaboratively with each other, as well as with local and regional partners including Mission Hospital and Saddleback College to provide support and resources necessary to advance quality parent education opportunities to CUSD parents and students.

The *Padres Promotores* program has four goals:

- Increase parents' expectations about post secondary education, training and careers, and their roles in their children's education
- Develop a cadre of 10 "Padres Promotores" to communicate with parents who may not participate or attend traditional at-school activities
- Communicate with parents to increase their understanding regarding their role in creating academically successful students
- Empower parents and families to increase their engagement in their children's education and post secondary education preparation

Both parties will review the Memorandum of Understanding annually and modify as needed based on available funding

ROLES AND RESPONSIBILITIES

Capistrano Unified School District (CUSD) will:

- Provide school facilities, custodial services, and childcare for the three parent training meetings per year
- Oversee the parent registration for the three parent training meetings
- Provide the printing and distribution of the flyers to the identified school site to promote the Padres Promotores parent education opportunity
- Provide two staff members to complete the Parent Coordinator duties which include:
 - School outreach presentations at parent meetings such as ELAC
 - District outreach presentations at parent meetings such as DELAC
 - Field trips to local universities

University of California, Irvine will:

- Compensate CUSD Parent Coordinators with Costco gift cards in the amount of \$340 per month for Parent Coordinator duties from December 2013 to August 2014

- Prepare and submit annual report for University Community Engagement Grant
- Provide Costco gift cards in the amount of \$150 to up to 15 Promotores from March 2014 to August 2014

SIGNATORIES:

Capistrano Unified School District

Dr. Joseph M. Farley

Name (Print)

Signature

Capistrano Unified School District

Organization

Superintendent

Title

33122 Valle Road

Address

949-234-9203

Phone Number

cscott@capousd.org

Email Address

University of California, Irvine

Stephanie Reyes-Tuccio, Ph.D.

Signature

University of California, Irvine

Executive Director, Center for
Educational Partnerships

University of California, Irvine
Irvine, CA 92697-2505

(949) 824-9052

s.reyestuccio@uci.edu

AFFILIATION AGREEMENT

Supervised Practicum and Field Experience

This agreement ("Agreement") is entered into by and between Capistrano United School District ("Clinical Facility") and the State Board of Higher Education acting by and through the University of Oregon, College of Education ("University") (each individually a "Party" and collectively the "Parties").

RECITALS

- A. Supervised teaching and field teaching experience is an integral part of the University's College of Education curriculum.
- B. University desires to place students for supervised practicum or field experience (the "Program") at Clinical Facility.
- C. Clinical Facility wishes to cooperate with University in the placement of University students for supervised practicum or field experience in Clinical Facility.

AGREEMENT

In consideration of the above Recitals which are incorporated in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1 Student Participation

University students enrolled in the College of Education, who are recommended by the University, may participate in the Program subject to the terms of this Agreement.

2 Term

This Agreement shall be effective upon the date of last signature, below, and continue for a period of one year. The Agreement will automatically renew on an annual basis, unless terminated by either Party as provided in this Agreement. In no case will this agreement survive past the 2016-2017 academic year.

3 Consideration

There will be no cash payment exchanged between the Parties. University will receive Site assistance and cooperation in the development of the practicum experience phase of its curriculum. Site will receive the benefit and assistance of participating students.

4 Termination

This Agreement may be terminated upon 30 days written notice to the other Party. In the event of such notice, students currently participating in the Program will be allowed to finish the Program.

AGREEMENT

EXHIBIT 11

5 Independent Contractor Status

This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, or joint venture between the University, Clinical Facility, and students.

6 Responsibilities of Parties

Each Party will designate a contact person for the Program. University will designate a Program supervisor. Clinical Facility will designate one or more cooperating professionals. The Parties will have additional responsibilities, as provided below.

6.1 University will:

- 6.1.1 Notify students before they begin the Program that the students participating in the Program are in attendance at Clinical Facility for educational purposes only; and that the students are not employees of Clinical Facility for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, fringe benefits of employment, or workers' compensation insurance.
- 6.1.2 Establish and maintain ongoing communication with the cooperating professional(s) at Clinical Facility on items pertinent to the Program. Such communication may include a description of the curriculum, relevant course outlines, policies, and major changes to this information.
- 6.1.3 Maintain all academic records of the participating students.

6.2 Clinical Facility will:

- 6.2.1 Accept from University a mutually agreed upon number of students for participation in the Program, and permit students and faculty of the University to access appropriate Clinical Facility facilities for the Program to the extent that the presence of students and faculty do not interfere with the regular activities of Clinical Facility.
- 6.2.2 Provide the physical facilities and access to equipment necessary to conduct the Program.
- 6.2.3 The Clinical Facility cooperating professional(s) will assist the University in instructing students and assessing their proficiency, including assessing their proficiency as demonstrated by required work samples.
- 6.2.4 Be responsive to student needs through regular meetings between Clinical Facility's cooperating professional(s) and participating students to provide feedback and answer questions as needed. In addition, the Clinical Facility cooperating professional(s) will meet with participating students and the

AGREEMENT

University supervisor (on an as needed basis, no more than three times per term) to plan and monitor each student's Program and the completion of identified tasks and experiences.

6.2.5 Have the ability to request that University withdraw from the Program any student which Clinical Facility determines is not performing satisfactorily, or who refuses to follow site procedures, rules and regulations, including inappropriate behavior, dress, or hygiene. Such a request must be in writing and must include a statement of the reason or reasons why Clinical Facility desires to have the student withdrawn. University will consider the request within five (5) days of receipt.

6.2.6 Allow University student observation as follows:

6.2.6.1 Prior to either part-time or full-time field teaching experience, the University may send small groups of students to observe activities within the school(s) of Clinical Facility. As part of degree programs that prepare professionals to work in community agencies, individual students may be given the opportunity to engage in an educational field study experience. The University's students may conduct research projects within the Clinical Facility when activities are consistent with the educational programs of Clinical Facility. These activities will be conducted with the approval and in accordance with the general rules of Clinical Facility and the University. No remuneration will be paid by the University for the privilege of observation, work experience, or research, and no staff rate or other privileges will be earned by Clinical Facility teachers participating in these activities.

7 General Terms

7.1 Each Party hereby agrees to obtain and maintain, during the term of this Agreement, general liability, and professional liability coverage for itself, its employees and agents. Each Party hereby agrees to obtain and maintain, during the term of this Agreement, general liability, and medical professional liability coverage for itself, its employees, agents, and students. In particular, the University shall provide such insurance for students participating in the program. Such insurance shall be limited to the course and scope of the program that the University has arranged and approved for each student during the specific dates approved by University. The amount of such insurance shall be at minimum One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate.

7.2 Except as limited and conditioned by the Oregon Tort Claims Act (ORS 30.260 through 30.300), each Party shall be responsible for its tortious acts and those of its officers, agents or employees arising out of, or in any way connected with the acts of each Party under this Agreement.

- 7.3 The Parties agree that there will be no unlawful discrimination based on race, color, national origin, religion, handicap, age, sexual orientation, or sex, or any other legally protected classification in the performance of this Agreement.
- 7.4 Clinical Facility agrees to protect the confidentiality of student information and to comply with the Family Educational Rights and Privacy Act of 1974 (FERPA) and its implementing regulations, specifically 20 U.S.C. 1232G, 34 C.F.R. § 99.33, ORS 351.070 and OAR 571-020, with respect to any redisclosure of personally identifiable information from education records obtained from the University.
- 7.5 This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to conflicts of laws, with any litigation to be filed in Marion County, Oregon.
- 7.6 All notices, payments, certificates or communications shall be delivered or mailed postage prepaid to the Parties at their respective places of business set forth in Exhibit A, unless otherwise designated in writing.
- 7.7 Non-Appropriation: Clinical Facility understands and agrees that University's performance of its financial obligations under this Agreement after the last day of the current biennium is contingent upon University receiving from the Oregon Legislative Assembly (including but not limited to its Emergency Board) appropriations, limitations, or other expenditure authority sufficient to allow University, in the exercise of its reasonable administrative discretion, to perform its financial obligations under this Agreement.
- 7.8 Exhibits. All exhibits which are referred to in this Agreement are incorporated in this Agreement.
- 7.9 No Third Party Beneficiaries: University and Clinical Facility are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.
- 7.10 While the University may have specific policies procedures and standards set out in other places, including a Handbook distributed to all participants in the program, these policies, procedures and standards are for informational purposes only, and create no obligation for either the Clinical Facility or the University.
- 7.11 Clinical Facility represents and warrants that (1) Clinical Facility has the power and authority to enter into and perform this Contract; (2) The individual signing for Clinical Facility is authorized to execute this Contract on behalf of Clinical Facility; (3) This Contract, when executed and delivered, will be a valid and binding obligation of Clinical Facility, enforceable in accordance with its terms; (4) Clinical Facility will, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the work; and (6) Clinical Facility is validly existing and in good standing. The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.

AGREEMENT


7.12 Each Party has participated fully in the review and revision of this Contract and neither Party shall be considered the "drafter" for the purposes of any rule of construction that might cause any provision to be construed against the drafter of the Contract.

7.13 This Agreement may be executed in counterparts, and via facsimile or electronically transmitted signature, each of which will be considered an original and all of which together will constitute one and the same agreement. At the request of a Party, the other Party will confirm facsimile or electronically transmitted signature page by delivering an original signature page to the requesting Party.

7.14 This Agreement constitutes the entire agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. No amendment, consent, or waiver of terms of this agreement shall bind either Party unless in writing and signed by all Parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specific purpose given. The Parties, by signature below of their authorized representatives, acknowledge having read and understood the agreement and agree to be bound by its terms and conditions.

THE STATE BOARD OF HIGHER
EDUCATION ACTING BY AND THROUGH
THE UNIVERSITY OF OREGON,
COLLEGE OF EDUCATION

Capistrano United School District

By:  _____

By: _____

Name: _____

Name: Joseph M. Farley

Its: Allie O'Connor, Associate Director
Purchasing and Contracting Services

Its: _____

Date: 20 November 2013

Date: _____

AGREEMENT

Exhibit A

CLINICAL FACILITY SITE: Capistrano United School District

CONTACT PERSON: Julie Hatchel

PHONE: 949-234-9229

FAX: 949-489-0467

ADDRESS: 33122 Valle Road
San Juan Capistrano CA 92675

UNIVERSITY OF OREGON PROGRAM: College of Education
U OF O CONTACT PERSON: Lindsay Elliott
Practicum & Contracts Coordinator

PHONE: 541-346-0915

FAX: 541-346-6772

ADDRESS: 171 HEDCO Education Bldg.
5207 University of Oregon
Eugene OR 97403-5207

COPY LEGAL NOTICES TO: Contracts Manager
University of Oregon
720 E. 13th Ave., Suite 302
Eugene, OR 97401
Fax: 541-346-2425
contract@uoregon.edu

AGREEMENT – EXHIBIT A

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....JANUARY 8, 2014

The following purchase orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the following Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

| PO No. | Fund | Vendor | Description | Amount |
|-------------------|------|-------------------------------|----------------------------|--------------|
| 5325 | 87 | TEL-TEC SECURITY SYSTEMS INC. | CompTech/Fac Acq /CVHS | 2,573.24 |
| 5326 | 87 | TEL-TEC SECURITY SYSTEMS INC. | CompTech/Fac Acq /ANHS | 123,558.06 |
| 5327 | 87 | DELL COMPUTER | CompTech/Fac Acq /ANHS | 14,953.78 |
| 5328 | 87 | COUNTY OF ORANGE | Serv& Op/Fac Acq /Dstrctwd | 8,355.00 |
| | 88 | | Serv& Op/Fac Acq /Dstrctwd | 1,340.92 |
| | 89 | | Serv& Op/Fac Acq /Dstrctwd | 2,443.86 |
| | 92 | | Serv& Op/Fac Acq /Dstrctwd | 753.45 |
| | 94 | | Serv& Op/Fac Acq /Dstrctwd | 366.48 |
| | 95 | | Serv& Op/Fac Acq /Dstrctwd | 60.00 |
| | 98 | | Serv& Op/Fac Acq /Dstrctwd | 3,354.30 |
| | 93 | | Serv& Op/Fac Acq /Dstrctwd | 71.49 |
| | 97 | | Serv& Op/Fac Acq /Dstrctwd | 43.50 |
| 4 Purchase Orders | | | | \$157,874.08 |

EXHIBIT 12

Attachment 1

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....JANUARY 8, 2014

The following purchase orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the following Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

| PO No. | Fund | Vendor | Description | Amount |
|--------|------|--------------------------------|-----------------------------|-----------|
| 332750 | 1 | LIFETRENDS GROUP | SpplsNonI/CurAthlt/ANHS | 285.65 |
| 332751 | 1 | GOLDEN STAR TECHNOLOGY INC. | InstMtIs/Instrctn/SCHS | 47.87 |
| 332752 | 1 | BARRETT-ROBINSON INC | InstMtIs/Instrctn/SCHS | 9.48 |
| 332753 | 1 | PATHWAY COMMUNICATIONS LTD. | SpplsNonI/Sch Adm /Bergeson | 341.28 |
| 332754 | 1 | MISSION AUTOMOTIVE EQUIPMENT | Serv& Op/PuplTran/Dstrctwd | 495.00 |
| 332755 | | VOID | VOID | 0.00 |
| 332756 | 1 | CLASSROOM SUPPLY MART | SpplsNonI/Sch Adm /Castille | 272.35 |
| 332757 | 1 | LAGUNA CLAY COMPANY | InstMtIs/Instrctn/CVHS | 61.89 |
| 332758 | 1 | BUREAU EDUCATION & RESEARCH | CnfrNonI/SupvAdmn/Dstrctwd | 2,795.00 |
| 332759 | 1 | GOPHER ATHLETIC | InstMtIs/Instrctn/Chaparal | 255.96 |
| 332760 | 1 | BAYSCAN | InstMtIs/Instrctn/Hiddn Hl | 198.72 |
| 332761 | 1 | INSIGHT SYSTEMS EXCHANGE | InstMtIs/Instrctn/FNMS | 2,300.40 |
| 332762 | 1 | CAROLINA BIOLOGICAL SUPP | InstMtIs/Instrctn/AVMS | 500.00 |
| 332763 | 1 | ROBOTEVENTS | Serv& Op/Instrctn/Las Palm | 50.00 |
| 332764 | 1 | GOPHER ATHLETIC | InstMtIs/Instrctn/Hiddn Hl | 1,123.96 |
| 332765 | 1 | HITT MARKING DEVICE | SpplsNonI/AcadmAdv/SCHS | 40.62 |
| 332766 | 1 | CMC MATH | CnfrNonI/StDev In/Dstrctwd | 195.00 |
| 332767 | 1 | PROGRESSIVE MANUFACTURING | Serv& Op/Grph Art/Dstrctwd | 459.00 |
| 332768 | 1 | ORANGE COUNTY REGISTER | Serv& Op/Purch /Dstrctwd | 10,000.00 |
| 332769 | 1 | COUNTY OF ORANGE/HERITAGE HILL | FieldTrp/Instrctn/Bathgate | 264.00 |
| 332770 | 1 | BEAR DATA SOLUTIONS | NonCapEq/TIS /Dstrctwd | 3,086.81 |
| 332771 | 1 | DELL COMPUTER | SpplsNonI/PuplTran/Dstrctwd | 97.14 |
| 332772 | 1 | VEX ROBOTICS INC | InstMtIs/Instrctn/Las Palm | 498.08 |
| 332773 | 1 | FESTIVAL OF MUSIC | FieldTrp/Enterprs/MFMS | 8,523.80 |
| 332774 | 1 | POSITIVE PROMOTIONS | SpplsNonI/Sch Adm /Castille | 464.28 |
| 332775 | 1 | PARKER, MARISA | Serv& Op/Instrctn/St Anne | 457.65 |
| 332776 | 1 | BOURNAZIAN, MAUREEN | Serv& Op/Instrctn/St Anne | 368.59 |
| 332777 | 1 | BRAIN POP LLC | InstMtIs/Instrctn/Chaparal | 205.00 |
| 332778 | 1 | ACORN NATURALISTS | InstMtIs/Instrctn/SCHS | 356.83 |
| 332779 | 12 | SOLOMON'S BAKERY INC | SpplsNonI/Sch Adm /Dstrctwd | 1,210.95 |
| 332780 | 1 | BSN SPORTS | InstMtIs/Instrctn/OsoGrand | 212.53 |
| 332781 | 1 | TONY PAINTING | Rntl:Oth/RR:Bldgs/GrgWhite | 10,350.00 |
| 332782 | 1 | SPORTS FACILITIES GROUP INC | Rntl:Oth/RR:Bldgs/SCHS | 1,300.00 |
| 332783 | 1 | CASBO | CnfrNonI/Bus/Fisc/Dstrctwd | 410.00 |
| 332784 | | VOID | VOID | 0.00 |
| 332785 | 1 | LIFETRENDS GROUP | SpplsNonI/SupvAdmn/Dstrctwd | 233.26 |
| 332786 | 1 | GOPHER ATHLETIC | InstMtIs/Instrctn/Marblehd | 2,105.46 |
| 332787 | 1 | LEARNING SEED LLC | InstMtIs/Instrctn/LRMS | 400.00 |
| 332788 | 1 | DISCOVERING SCIENCE COMPANY | CnsltSvs/Instrctn/OsoGrand | 15,300.00 |
| 332789 | 1 | BAUDVILLE | SpplsNonI/Sch Adm /LFMS | 64.85 |
| 332790 | 1 | PRECISION DATA PRODUCTS | InstMtIs/Instrctn/SCHS | 39.16 |
| 332791 | 1 | BRENT M. COOPER | CnsltNon/PsychSer/Dstrctwd | 10,000.00 |
| 332792 | 1 | LIFE TRENDS GROUP TLTG INC | SpplsNonI/Sch Adm /DHHS | 1,036.15 |
| 332793 | 1 | CONTEMPORARY SERVICES CORP. | Serv& Op/Enterprs/SJHHS | 10,000.00 |
| 332794 | 1 | MOBILE COMMUNICATION REPAIR | Rntl:Oth/Sch Adm /SJHHS | 97.50 |

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....JANUARY 8, 2014

| PO No. | Fund | Vendor | Description | Amount |
|--------|------|--------------------------------|-----------------------------|-----------|
| 332795 | 1 | DIGITAL NETWORKS GROUP INC | Rntl:Oth/Sch Adm /SJHHS | 827.14 |
| 332796 | 1 | ACSA'S EDUCATION LEGAL SUPPORT | Dues&Mmb/Supt /Dstrctwd | 3,200.00 |
| 332797 | 1 | PATHWAY COMMUNICATIONS LTD. | InstMtls/Instrctn/Tesoro | 85.32 |
| 332798 | 1 | PATHWAY COMMUNICATIONS LTD. | InstMtls/Instrctn/NHMS | 170.64 |
| 332799 | 1 | PATHWAY COMMUNICATIONS LTD. | NonCapEq/Instrctn/ArroyoMS | 883.23 |
| | | | NonCapEq/Instrctn/ArroyoEl | 883.22 |
| 332800 | 1 | LEMUR MUSIC COMPANY | NonCapEq/Instrctn/ArroyoMS | 2,077.92 |
| 332801 | 1 | WOODWIND AND BRASSWIND | InstMtls/Instrctn/Las Palm | 1,456.38 |
| 332802 | 1 | ETA/ HAND 2 MIND | InstMtls/Instrctn/Chaparal | 855.67 |
| 332803 | 1 | KATHLEEN KASER | CnsltSvs/Aid:Inst/Dstrctwd | 10,000.00 |
| 332804 | 1 | THINKING MAPS INC | InstMtls/Instrctn/OsoGrand | 6,840.00 |
| 332805 | 1 | PHONAK INC | SpplsNonI/HlthServ/Dstrctwd | 168.51 |
| 332806 | 1 | SCHOLASTIC | InstMtls/Instrctn/Marblehd | 978.75 |
| 332807 | 1 | PATHWAY COMMUNICATIONS LTD. | InstMtls/Instrctn/VdelMarE | 1,279.80 |
| 332808 | 1 | BAILEY MANUFACTURING | SpplsNonI/HlthServ/Dstrctwd | 198.61 |
| 332809 | 1 | PATHWAY COMMUNICATIONS LTD. | InstMtls/Instrctn/Moulton | 1,023.84 |
| 332810 | 1 | STAFF DEVELOPMENT FOR EDUCATOR | Conf:Ins/Instrctn/Del Obis | 369.00 |
| 332811 | 1 | PATHWAY COMMUNICATIONS LTD. | InstMtls/Instrctn/Tesoro | 213.22 |
| 332812 | 1 | DIOCESE OF ORANGE | Serv& Op/Instrctn/JSHS | 1,260.00 |
| 332813 | 1 | LIBERTY FLAGS | InstMtls/Instrctn/VdelMarE | 188.03 |
| 332814 | 1 | RIVERSIDE PUBLISHING CO | SpplsNonI/PsychSer/Dstrctwd | 4,813.70 |
| 332815 | 1 | GOPHER ATHLETIC | InstMtls/Instrctn/CVHS | 619.22 |
| 332816 | 1 | DEMCO INC | SpplsNonI/Libr&Med/Dstrctwd | 97.63 |
| 332817 | 1 | OXFORD UNIV PRESS | 9-12Text/Instrctn/Dstrctwd | 38.29 |
| 332818 | 1 | SHI | Serv& Op/TIS /Dstrctwd | 174.40 |
| 332819 | 1 | DELL COMPUTER | NonCapEq/Instrctn/ArroyoMS | 933.44 |
| 332820 | 1 | INSIGHT SYSTEMS EXCHANGE | InstMtls/Instrctn/OsoGrand | 1,944.00 |
| 332821 | 1 | STRUM, DENISE AND/OR ROBERT | Residtl /NPS /Dstrctwd | 2,100.00 |
| 332822 | 1 | FOLLETT EDUCATIONAL SERVICES | InstMtls/Instrctn/LF Elem | 434.25 |
| 332823 | 1 | MARKERBOARD PEOPLE | InstMtls/Instrctn/ANHS | 108.00 |
| 332824 | | VOID | VOID | 0.00 |
| 332825 | | VOID | VOID | 0.00 |
| 332826 | | VOID | VOID | 0.00 |
| 332827 | 1 | LAKESHORE LEARNING MATERIALS | InstMtls/Instrctn/Moulton | 92.31 |
| 332828 | 1 | LEARNING A-Z | InstMtls/Instrctn/Las Palm | 1,724.00 |
| 332829 | 1 | SOUTHWEST SCHOOL SUPPLY | InstMtls/Instrctn/ArroyoMS | 171.50 |
| 332830 | 1 | DBQ PROJECT, THE | InstMtls/Instrctn/ArroyoMS | 1,508.00 |
| 332831 | 1 | FOLLETT EDUCATIONAL SERVICES | Bks&Ref /Instrctn/ANHS | 103.68 |
| 332832 | 1 | LAKESHORE LEARNING MATERIALS | InstMtls/Instrctn/LF Elem | 196.97 |
| 332833 | | VOID | VOID | 0.00 |
| 332834 | 1 | PATHWAY COMMUNICATIONS LTD. | InstMtls/Instrctn/Wagon Wh | 341.28 |
| 332835 | 1 | CAMCOR INC | InstMtls/Instrctn/Las Palm | 1,956.10 |
| 332836 | 1 | TEACHER CREATED MATERIALS | InstMtls/Instrctn/Dstrctwd | 556.46 |
| 332837 | 1 | SCHOLASTIC | Serv& Op/Instrctn/Moulton | 1,249.31 |
| 332838 | 1 | IMAGE MARKET | InstMtls/Instrctn/FNMS | 150.44 |
| 332839 | 1 | ORANGE COUNTY DEPT OF EDUCAT | CnfrNonI/SupvAdmn/Dstrctwd | 35.00 |
| 332840 | 1 | LAKESHORE LEARNING MATERIALS | InstMtls/Instrctn/LF Elem | 1,358.41 |
| 332841 | 1 | ARBOR SCIENTIFIC | InstMtls/Instrctn/SCHS | 475.43 |
| 332842 | 1 | BSN SPORTS | InstMtls/Instrctn/ArroyoMS | 332.10 |
| 332843 | 1 | LA HABRA FENCE CO INC | Rntl:Oth/RR:Bldgs/SCHS | 4,194.00 |

Board of Trustees Purchase Order Listing
----- Fiscal Year: 2013-14 -----
Board of Trustees Meeting.....JANUARY 8, 2014

| PO No. | Fund | Vendor | Description | Amount |
|--------|------|--------------------------------|----------------------------|------------|
| 332844 | 1 | LA HABRA FENCE CO INC | Serv& Op/Enterprs/Dstrctwd | 2,401.00 |
| 332845 | 1 | LA HABRA FENCE CO INC | Rntl:Oth/RR:Bldgs/San Juan | 4,837.00 |
| 332846 | 14 | LA HABRA FENCE CO INC | Rntl:Oth/RR:Bldgs/CanViste | 5,164.00 |
| 332847 | 1 | FLINN SCIENTIFIC INC | InstMtls/Enterprs/DJAMS | 1,587.77 |
| 332848 | | VOID | VOID | 0.00 |
| 332849 | 1 | GOLDEN STAR TECHNOLOGY INC. | InstMtls/Instrctn/DJAMS | 95.73 |
| 332850 | 1 | BARRETT-ROBINSON INC | InstMtls/Instrctn/DJAMS | 18.96 |
| 332851 | 1 | DANNIS WOLIVER KELLEY | Legal /SuppSvcs/Dstrctwd | 50,000.00 |
| 332852 | 1 | CALIFORNIA WEEKLY EXPLORER INC | FieldTrp/Instrctn/Bergeson | 1,045.00 |
| 332853 | 1 | ART MASTERS | CnsltSvs/Instrctn/Palisade | 109.00 |
| 332854 | 1 | ROZENBERG, ABBY | NPA /NPA /Dstrctwd | 1,400.00 |
| 332855 | 1 | PATHWAY COMMUNICATIONS LTD. | InstMtls/Instrctn/Reilly | 426.60 |
| 332856 | 1 | NEW HAVEN SCHOOL | Sub RTC /NPS /Dstrctwd | 600.00 |
| 332857 | 1 | KIDS INSTITUTE FOR DEVELOPMENT | Sub NPS /NPS /Dstrctwd | 10,999.60 |
| 332858 | 1 | SPEECH & LANGUAGE DEVEL | NPS /NPS /Dstrctwd | 24,999.00 |
| | | | Sub NPS /NPS /Dstrctwd | 27,215.00 |
| 332859 | 1 | DEVEREUX CLEO WALLACE | Residtl /NPS /Dstrctwd | 21,625.00 |
| | | | Sub MHBC/NPS /Dstrctwd | 53,292.20 |
| | | | Sub MHBC/PsychSer/Dstrctwd | 39,902.20 |
| 332860 | 1 | OCEANVIEW SCHOOL | Sub NPS /NPS /Dstrctwd | 4,200.00 |
| 332861 | 1 | ORANGE COUNTY DEPT OF EDUC | Tui:Cnty/IntrAgnc/Dstrctwd | 950,000.00 |
| 332862 | 1 | KRISTIN K. SCHULTZ / DBA | NPA /NPA /Dstrctwd | 19,920.00 |
| 332863 | 1 | OCEAN INSTITUTE | FieldTrp/Instrctn/Benedict | 1,191.00 |
| 332864 | 1 | UC REGENTS | Conf:Ins/Instrctn/BAMS | 300.00 |
| 332865 | 1 | UC REGENTS | Conf:Ins/Instrctn/Dstrctwd | 1,800.00 |
| 332866 | 1 | UC REGENTS | Conf:Ins/Instrctn/Dstrctwd | 1,800.00 |
| | | | CnfrNonI/SupvAdmn/Dstrctwd | 300.00 |
| | | | CnfrNonI/Sch Adm /Dstrctwd | 300.00 |
| 332867 | 1 | ORANGE COUNTY DEPT OF EDUCAT | Conf:Ins/Instrctn/OsoGrand | 2,200.00 |
| 332868 | 1 | MISSION SAN LUIS REY | FieldTrp/Instrctn/Malcom | 508.00 |
| 332869 | 1 | RANCHO SANTIAGO COLLEGE | FieldTrp/Instrctn/GrgWhite | 708.00 |
| 332870 | 1 | UC REGENTS | Conf:Ins/Instrctn/Dstrctwd | 400.00 |
| 332871 | 1 | BACKSEAT DRIVER & ASSOC INC | Serv& Op/Instrctn/Dstrctwd | 6,000.00 |
| 332872 | 1 | CDWG Inc | InstMtls/Instrctn/DHHS | 76.92 |
| 332873 | 1 | GOPHER ATHLETIC | InstMtls/Instrctn/Viejo | 85.32 |
| 332874 | 25 | ORANGE COUNTY REGISTER | Serv& Op/Fac Acq /Dstrctwd | 535.00 |
| 332875 | 1 | CDW GOVERNMENT INC. | NonCapEq/Instrctn/Dstrctwd | 35,392.65 |
| 332876 | 1 | AMS.NET INC | Serv& Op/TIS /Dstrctwd | 5,811.66 |
| 332877 | 1 | DELL COMPUTER | NonCapEq/TIS /Dstrctwd | 17,369.46 |
| 332878 | 1 | INSIGHT SYSTEMS EXCHANGE | SpplsNonI/TIS /Dstrctwd | 71.28 |
| 332879 | 1 | COSTCO S.J.C. | St Rcpts/Undesig /Dstrctwd | 2,312.60 |
| 332880 | 1 | SOUTHWEST SCHOOL SUPPLY | St Rcpts/Undesig /Dstrctwd | 886.46 |
| 332881 | 1 | ELAN PUBLISHING CO INC | St Rcpts/Undesig /Dstrctwd | 1,884.60 |
| 332882 | 1 | DEMCO INC | SpplsNonI/Sch Adm /LRMS | 94.29 |
| 332883 | 1 | CULVER-NEWLIN | InstMtls/Libr&Med/MFMS | 622.08 |
| 332884 | 1 | CULVER-NEWLIN | SpplsNonI/Sch Adm /ANHS | 275.40 |
| 332885 | 1 | CREATIVE CONTRACTORS | Rntl:Oth/RR:Bldgs/Ambuehl | 1,400.00 |
| 332886 | 1 | GAMETIME | SpplsNonI/RR:Bldgs/DJAMS | 2,653.98 |
| 332887 | 1 | PACIFIC ROOFING SYSTEMS | Rntl:Oth/RR:Bldgs/CVHS | 6,185.50 |
| 332888 | 1 | PACIFIC ROOFING SYSTEMS | Rntl:Oth/RR:Bldgs/SMS | 13,568.00 |

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....JANUARY 8, 2014

| PO No. | Fund | Vendor | Description | Amount |
|--------|------|--------------------------------|-----------------------------|-----------|
| 332889 | 1 | R & M ELECTRICAL CONTRACTING | Rntl:Oth/RR:Bldgs/SJHHS | 2,684.00 |
| 332890 | 1 | PLAYPOWER LT FAMINGTON INC. | SpplsNonI/RR:Bldgs/GrgWhite | 672.32 |
| 332891 | 1 | PLAZA ART GALLERY | Rntl:Oth/RR:Bldgs/Dstrctwd | 2,220.50 |
| 332892 | 1 | BAVCO | SpplsNonI/RR:Bldgs/Dstrctwd | 7,000.00 |
| 332893 | 1 | CULVER-NEWLIN | SpplsNonI/Sch Adm /SMS | 275.40 |
| 332894 | 1 | DAVE BANG ASSOCIATES | NonCapEq/Instrctn/ArroyoEl | 5,303.89 |
| 332895 | 1 | DEWEYS HOME APPLIANCES | SpplsNonI/PuplTran/Dstrctwd | 149.04 |
| 332896 | 1 | PLAY & PARK STRUCTURES | SpplsNonI/RR:Bldgs/Hiddn Hl | 24,039.27 |
| 332897 | 1 | PACIFIC SUPPLY COMPANY | SpplsNonI/RR:Bldgs/SCHS | 2,150.69 |
| 332898 | 1 | PACIFIC MH CONSTRUCTION INC. | Rntl:Oth/RR:Bldgs/Concordi | 1,950.00 |
| 332899 | 12 | MOBILE COMMUNICATION REPAIR | SpplsNonI/Sch Adm /Dstrctwd | 204.12 |
| 332900 | 1 | MOBILE COMMUNICATION REPAIR | SpplsNonI/Sch Adm /LFMS | 1,224.72 |
| 332901 | 1 | COMMERCIAL AQUATIC SERVICES | Rntl:Oth/RR:Bldgs/SCHS | 19,648.08 |
| 332902 | 70 | CARLOS GUZMAN INC | Serv& Op/Enterprs/Dstrctwd | 200.00 |
| 332903 | 1 | ASSA ABLOY ENTRANCE SYSTEM INC | Rntl:Oth/RR:Bldgs/Reilly | 568.71 |
| 332904 | 1 | ECOLAB | Rntl:Oth/RR:Bldgs/DHHS | 1,592.80 |
| 332905 | 1 | GAMETIME | SpplsNonI/RR:Bldgs/DJAMS | 2,653.98 |
| 332906 | 1 | CREATIVE CONTRACTORS | Rntl:Oth/RR:Bldgs/Concordi | 650.00 |
| 332907 | 1 | CREATIVE CONTRACTORS | Rntl:Oth/RR:Bldgs/GrgWhite | 550.00 |
| 332908 | 1 | GAMETIME | SpplsNonI/RR:Bldgs/Las Palm | 42.81 |
| 332909 | 1 | GAMETIME | SpplsNonI/RR:Bldgs/Concordi | 4,311.43 |
| 332910 | 1 | CREATIVE CONTRACTORS | Rntl:Oth/RR:Bldgs/Las Palm | 550.00 |
| 332911 | 1 | GAMETIME | SpplsNonI/RR:Bldgs/Dstrctwd | 69.14 |
| 332912 | 1 | DEWEYS HOME APPLIANCES | SpplsNonI/RR:Bldgs/SJHHS | 4,428.00 |
| 332913 | 1 | A2Z SIGN CO. | SpplsNonI/RR:Bldgs/Dstrctwd | 1,000.00 |
| 332914 | 1 | CULVER-NEWLIN | InstMtls/Instrctn/DJAMS | 322.70 |
| 332915 | 1 | VERIZON WIRELESS | SpplsNonI/RR:Bldgs/Dstrctwd | 1,500.00 |
| 332916 | 1 | WATERLINES TECHNOLOGIES INC | NonCapEq/RR:Bldgs/Dstrctwd | 11,131.56 |
| 332917 | 1 | CULVER-NEWLIN | SpplsNonI/Sch Adm /DJAMS | 275.40 |
| 332918 | 1 | BARRETT-ROBINSON INC | InstMtls/Instrctn/DHHS | 743.04 |
| 332919 | 1 | BARRETT-ROBINSON INC | InstMtls/Enterprs/DHHS | 371.52 |
| 332920 | 1 | DAVE BANG ASSOCIATES | Rntl:Oth/RR:Bldgs/CanViste | 5,500.80 |
| 332921 | 1 | DAVE BANG ASSOCIATES | Rntl:Oth/RR:Bldgs/VDMMS | 2,630.40 |
| 332922 | 1 | ALPHA SOUND AND LIGHTING | SpplsNonI/RR:Bldgs/Dstrctwd | 10,000.00 |
| 332923 | 1 | COMMERCIAL AQUATIC SERVICES | Rntl:Oth/RR:Bldgs/Tesoro | 5,349.98 |
| 332924 | 1 | CULVER-NEWLIN | SpplsNonI/Sch Adm /Marblehd | 1,122.66 |
| 332925 | 1 | CULVER-NEWLIN | SpplsNonI/Sch Adm /Las Palm | 1,281.37 |
| 332926 | 1 | ASSA ABLOY ENTRANCE SYSTEM INC | Rntl:Oth/RR:Bldgs/Dstrctwd | 1,500.00 |
| 332927 | 1 | CULVER-NEWLIN | SpplsNonI/Sch Adm /Cal Prep | 322.76 |
| 332928 | 1 | PATHWAY COMMUNICATIONS LTD. | InstMtls/Instrctn/Lobo | 255.96 |
| 332929 | | VOID | VOID | 0.00 |
| 332930 | 1 | B & H PHOTOGRAPHY | InstMtls/Instrctn/RH Dana | 246.24 |
| 332931 | 1 | B & H PHOTOGRAPHY | InstMtls/Instrctn/ANHS | 867.84 |
| 332932 | 1 | B & H PHOTOGRAPHY | NonCapEq/Instrctn/ANHS | 2,151.23 |
| 332933 | 1 | B & H PHOTOGRAPHY | InstMtls/Instrctn/DJAMS | 95.12 |
| 332934 | | VOID | VOID | 0.00 |
| 332935 | 1 | LINGUI SYSTEMS INC | SpplsNonI/Spch Aud/Dstrctwd | 147.92 |
| 332936 | 1 | W W GRAINGER INC | InstMtls/Instrctn/MFMS | 97.14 |
| 332937 | 1 | STARKEY HEARING TECHNOLOGIES | SpplsNonI/HlthServ/Dstrctwd | 388.99 |
| 332938 | 69 | TRAVIS SOFTWARE | Serv& Op/Enterprs/Dstrctwd | 1,425.00 |

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....JANUARY 8, 2014

| PO No. | Fund | Vendor | Description | Amount |
|--------|------|-----------------------------|-----------------------------|-----------|
| 332939 | 1 | CASBO | Serv& Op/Prsnl:HR/Dstrctwd | 2,000.00 |
| 332940 | 1 | THERAPRO | SpplsNonI/HlthServ/Dstrctwd | 115.20 |
| 332941 | 1 | CULVER-NEWLIN | SpplsNonI/Sch Adm /CVHS | 275.40 |
| 332942 | 1 | SPORTS IMPORTS INC | Rnt&Repr/CurAthlt/Tesoro | 1,158.30 |
| 332943 | 1 | DAVID AND MARY KARPUS | Serv& Op/PuplTran/Dstrctwd | 4,000.00 |
| 332944 | 1 | DEVEREUX - VICTORIA | Residtl /NPS /Dstrctwd | 1,500.00 |
| 332945 | 13 | CHEFS TOYS | SmlEquip/FoodServ/Dstrctwd | 2,705.56 |
| 332946 | 1 | JIM'S MUSIC CENTER | InstMtls/Instrctn/Tesoro | 904.50 |
| 332947 | 1 | PATHWAY COMMUNICATIONS LTD. | SpplsNonI/Sch Adm /Tesoro | 160.39 |
| 332948 | 1 | CAMCOR INC | InstMtls/Instrctn/BAMS | 489.02 |
| 332949 | | VOID | VOID | 0.00 |
| 332950 | | VOID | VOID | 0.00 |
| 332951 | 1 | ALTERNATIVE COMMUNICATIONS | InstMtls/SEOthIns/Dstrctwd | 14,676.12 |
| 332952 | 1 | HOPE INC | SpplsNonI/Spch Aud/Dstrctwd | 212.40 |
| 332953 | 1 | GAMMILL ELECTRIC INC. | Rntl:Oth/RR:Bldgs/NHMS | 21,900.00 |
| 332954 | 1 | BATTERIES PLUS | Rntl:Oth/RR:Bldgs/Dstrctwd | 12,849.55 |
| 332955 | 1 | SOUTHWEST SCHOOL SUPPLY | InstMtls/Instrctn/LRMS | 216.00 |
| 332956 | 1 | SILVER STATE COACH INC. | Charter /DW Undst/Dstrctwd | 10,000.00 |
| 332957 | 1 | COASTAL BLUE | InstMtls/Instrctn/VarSites | 600.00 |
| 332958 | 1 | NASCO WEST | InstMtls/Instrctn/SCHS | 80.12 |
| 332959 | 1 | PAXTON/PATTERSON | InstMtls/Instrctn/DHHS | 1,067.04 |
| 332960 | 1 | COSTCO S.J.C. | SpplsNonI/StDev In/Dstrctwd | 8,120.00 |
| 332961 | 1 | INSIGHT SYSTEMS EXCHANGE | InstMtls/Instrctn/RH Dana | 388.80 |
| 332962 | 1 | APPLE COMPUTER INC | NonCapEq/SupvAdmn/Dstrctwd | 640.92 |
| 332963 | 1 | INSIGHT SYSTEMS EXCHANGE | InstMtls/Enterprs/ANHS | 388.80 |
| 332964 | 1 | INSIGHT SYSTEMS EXCHANGE | InstMtls/Instrctn/RH Dana | 338.04 |
| 332965 | 1 | Q FENCE AND FABRICATION | Rntl:Oth/RR:Bldgs/DHHS | 10,850.00 |
| 332966 | 1 | BRAD PUGH | Residtl /NPS /Dstrctwd | 514.00 |
| 332967 | 1 | CASBO | CnfrNonI/Bus/Fisc/Dstrctwd | 205.00 |
| 332968 | 1 | HERITAGE MUSEUM OF OC | FieldTrp/Instrctn/Reilly | 1,040.00 |
| 332969 | 1 | UC REGENTS | Conf:Ins/Instrctn/LFMS | 200.00 |
| 332970 | 1 | UC REGENTS | CnfrNonI/SupvAdmn/Dstrctwd | 800.00 |
| 332971 | 1 | CAHPERD | Conf:Ins/Instrctn/LRMS | 199.00 |
| 332972 | 1 | MISSION SAN JUAN CAPISTRANO | FieldTrp/Instrctn/GrgWhite | 1,179.00 |
| 332973 | 1 | TOMARK SPORTS INC | InstMtls/CurAthlt/ANHS | 806.95 |
| 332974 | 1 | GOPHER ATHLETIC | NonCapEq/Instrctn/Tesoro | 1,759.32 |
| 332975 | 1 | GOPHER ATHLETIC | NonCapEq/Instrctn/Tesoro | 1,518.16 |
| 332976 | 1 | HENRY SCHEIN INC/MBM | SpplsNonI/CurAthlt/CVHS | 4,240.46 |
| 332977 | 1 | APPLE COMPUTER INC | InstMtls/Enterprs/DJAMS | 433.92 |
| 332978 | 1 | APPLE COMPUTER INC | InstMtls/Enterprs/DJAMS | 325.92 |
| 332979 | 1 | INSIGHT SYSTEMS EXCHANGE | InstMtls/Enterprs/DJAMS | 388.80 |
| 332980 | 1 | INSIGHT SYSTEMS EXCHANGE | InstMtls/Instrctn/DJAMS | 676.08 |
| 332981 | 1 | INSIGHT SYSTEMS EXCHANGE | NonCapEq/Sch Adm /AVMS | 676.08 |
| 332982 | 1 | INSIGHT SYSTEMS EXCHANGE | NonCapEq/Instrctn/Tijeras | 3,450.60 |
| 332983 | 1 | INSIGHT SYSTEMS EXCHANGE | NonCapEq/Instrctn/Tijeras | 2,300.40 |
| 332984 | 1 | PRECISION SPEEDOMETER SR | Rntl:Oth/PuplTran/Dstrctwd | 3,024.00 |
| | | | Rntl:Oth/Dist Veh/Dstrctwd | 576.00 |
| 332985 | 1 | APPLE COMPUTER INC | InstMtls/Instrctn/ArroyoEl | 3,018.50 |
| | | | InstMtls/Instrctn/ArroyoMS | 335.38 |
| 332986 | 1 | DELL COMPUTER | NonCapEq/TIS /Dstrctwd | 655.79 |

Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2013-14 =====
 Board of Trustees Meeting.....JANUARY 8, 2014

| PO No. | Fund | Vendor | Description | Amount |
|--------|------|--------------------------------|----------------------------|------------|
| 332987 | 1 | ENET COMPONENTS INC | SpIsNonI/TIS /Dstrctwd | 1,500.00 |
| 332988 | 1 | MARBLESOFT SIMTECH | InstMtls/SE0thIns/Dstrctwd | 199.24 |
| 332989 | 1 | DELL COMPUTER | NonCapEq/SupvAdmn/Dstrctwd | 1,416.89 |
| 332990 | 1 | SAN BERNARDINO CNTY SUPER SCHL | CnfrNonI/SupvAdmn/Dstrctwd | 300.00 |
| | | | CnfrNonI/Sch Adm /Dstrctwd | 300.00 |
| 332991 | 1 | EDUPOINT EDUCATIONAL SYSTEMS | Serv& Op/SupvAdmn/Dstrctwd | 37,889.21 |
| 332992 | 1 | HITT MARKING DEVICE | SpIsNonI/SupvAdmn/Dstrctwd | 102.66 |
| 332993 | 1 | PATHWAY COMMUNICATIONS LTD. | InstMtls/Instrctn/Las Palm | 2,601.72 |
| 332994 | 1 | FOLLETT LIBRARY RESOURCES | Bks&Ref /Instrctn/Serra | 1,433.84 |
| 332995 | 1 | FOLLETT EDUCATIONAL SERVICES | K-12Text/Instrctn/HankeyMS | 181.44 |
| 332996 | 1 | PERMA-BOUND | 9-12Text/Instrctn/Dstrctwd | 4,986.90 |
| 332997 | 1 | WAXIE | SpIsNonI/Custodil/Dstrctwd | 250,000.00 |
| 332998 | 1 | MATTHEW WILLIAMS | CnsltSvs/Aid:Inst/Dstrctwd | 15,000.00 |

238 Purchase Orders \$2,041,489.63

Board of Trustees Warrant Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....JAN 8, 2013

| Warrant Number | Name of Payee | Reference Number | Amount |
|-------------------|-----------------------------|---------------------|-----------|
| 191583 | MAIL FINANCE | PO-330502 | 2,207.46 |
| 191584 | MCGRAW-HILL COMPANIES | PO-330540 | 469.08 |
| | | PO-332026 | 618.32 |
| 191585 | NASCO WEST | CL-131613 | 372.25 |
| | | PO-330484 | 198.67 |
| | | PO-332443 | 843.74 |
| 191586 | PC MALL GOV | PO-330931 | 63.81 |
| | | PO-331150 | 95.72 |
| | | PO-331519 | 199.68 |
| | | PO-331967 | 63.81 |
| 191587 | PEARSON EDUCATION | PO-331764 | 722.95 |
| | | PO-331877 | 82.93 |
| 191588 | PRINT & FINISHING SOLUTIONS | PO-331540 | 204.69 |
| 191589 | PRUDENTIAL OVERALL SUP | PO-330144 | 155.17 |
| 191591 | RUFFS SAW SERVICE | PO-330146 | 47.99 |
| 191592 | SAMLARC | PO-332007 | 13,900.00 |
| 191593 | SCOTT FORESMAN | PO-330016 | 13,136.06 |
| | | PO-330021 | 6,715.30 |
| | | PO-330037 | 11,606.94 |
| | | PO-330038 | 15,220.26 |
| | | PO-330039 | 22,936.35 |
| | | PO-330040 | 13,136.06 |
| | | PO-330041 | 10,508.84 |
| | | PO-330044 | 10,647.61 |
| | | PO-330045 | 12,705.04 |
| | | PO-332050 | 661.32 |
| | | PO-332057 | 1,322.63 |
| 191594 | SELECT EQUIPMENT SALES INC | PO-330535 | 656.62 |
| 191595 | SILICON VALLEY MATHEMATICS | PO-332620 | 5,000.00 |
| 191596 | SPICERS PAPER CO | PO-330152 | 4,491.94 |
| 191597 | TBP PRODUCTIONS LLP | PO-332679 | 600.00 |
| 191598 | TEXTBOOK WAREHOUSE | PO-330742 | 384.00 |
| 191599 | THERAPRO | PO-330318 | 265.25 |
| 191600 | UNITED PARCEL SERV | PO-330155 | 4,750.00 |
| 191601 | VERIZON WIRELESS | PO-330161 | 3,900.45 |
| 191602 | WESTERN ILLUMINATED PLASTIC | CM-140076 | 624.50- |
| | | PO-332606 | 1,094.45 |
| 191603 | BERGMAN DACEY GOLDSMITH | PO-332491 | 350.25 |
| 191604 | CITY OF SAN CLEMENTE | PO-330227 | 33,489.74 |
| 191605 | CONSOLIDATED ELECT DISTR | PO-330433 | 1,728.68 |
| 191606 | MOULTON NIGUEL WATER | PO-330245 | 7,238.08 |
| 191607 | ORANGE CTY DEPT EDUC | PO-331427 | 6,996.07 |
| 191608 | SAN DIEGO GAS & ELECTRIC | PO-330248 | 37,563.99 |
| 191609 | SANTA MARGARITA WATER | PO-330247 | 1,114.53 |
| 191610 | SO COAST WATER DIST | PO-330224 | 4,939.14 |

Attachment 2

Board of Trustees Warrant Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....JAN 8, 2013

| Warrant Number | Name of Payee | Reference Number | Amount |
|-------------------|--------------------------------|---------------------|-----------|
| 191611 | SOUTHERN CALIFORNIA EDISON | PO-330250 | 12,986.18 |
| 191612 | BAILEY, KIM | PV-141577 | 156.35 |
| 191613 | DODGE, CHRISTINA | PV-141580 | 35.45 |
| 191614 | HASSEN, JOEY | PV-141582 | 37.00 |
| 191615 | METCALF, HENRY | PV-141586 | 15.46 |
| 191616 | SCHOLL, BARBARA | PV-141588 | 121.51 |
| 191617 | SMITH, GREG | PV-141590 | 85.00 |
| 191618 | SUANGKA, SHANNON | PV-141591 | 445.00 |
| 191619 | TACKABERRY, JOSHUA | PV-141593 | 80.00 |
| 191620 | YOGI, STACY | PV-141594 | 75.55 |
| 191621 | CARSON, ERIN | PV-141578 | 224.00 |
| 191622 | CONTRERAS, CAROLINA | PV-141579 | 240.00 |
| 191623 | FORTUN, LINDSAY | PV-141581 | 315.00 |
| 191624 | JAFARI, LISA | PV-141583 | 224.00 |
| 191625 | JONES, SARAH | PV-141584 | 315.00 |
| 191626 | PARKER, LAUREN AVALOS | PV-141587 | 315.00 |
| 191627 | SENTELL, MEGAN | PV-141589 | 110.00 |
| 191628 | MELBON, BRENT | PV-141585 | 114.45 |
| 191629 | ANTONIUS, LYNDIA | PV-141596 | 55.37 |
| 191630 | AVILA, THERESE | PV-141597 | 106.79 |
| 191631 | BRANNON, DESIREE | PV-141598 | 159.90 |
| 191632 | BUCKMAN, JENNIFER | PV-141599 | 111.31 |
| 191633 | BUTLER, SUSAN | PV-141600 | 236.74 |
| 191634 | COLLINGS, JANICE | PV-141601 | 55.37 |
| 191635 | CROSS, MINDY | PV-141602 | 207.36 |
| 191636 | DARAKJIAN, CAROLE | PV-141603 | 122.61 |
| 191637 | HEALY, JEROME | PV-141605 | 14.13 |
| 191638 | HEUSER, RACHEL | PV-141608 | 393.81 |
| 191639 | JONES, JOSEPH | PV-141609 | 191.54 |
| 191640 | KAUFMAN, JOAN | PV-141610 | 29.38 |
| 191641 | LACHEMANN, DINA | PV-141611 | 104.53 |
| 191642 | MCCARTHY, ANNA | PV-141612 | 108.48 |
| 191643 | METTERT, LISA M | PV-141613 | 228.26 |
| 191644 | MITCHELL, KAREN P | PV-141614 | 154.25 |
| 191645 | NORRIS, MAUREEN | PV-141615 | 86.45 |
| 191646 | PARKER, LAURA | PV-141618 | 155.94 |
| 191647 | POPP, ERIN | PV-141616 | 18.65 |
| 191648 | RAFF, DEIDRE | PV-141619 | 194.93 |
| 191649 | TABARI, LISA SEYEDI | PV-141620 | 113.57 |
| 191650 | TAYNE, JULIE | PV-141617 | 150.29 |
| 191651 | VARGAS, DAVID | PV-141621 | 331.66 |
| 191652 | WALSH, EILEEN | PV-141622 | 111.31 |
| 191653 | WISEMAN, HOLLY | PV-141623 | 31.64 |
| 191654 | AMERICAN LOGISTICS COMPANY LLC | PO-331258 | 19,957.50 |
| 191655 | PACIFIC COAST SIGHTSEEING | PV-141595 | 1,488.19 |

Board of Trustees Warrant Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....JAN 8, 2013

| Warrant Number | Name of Payee | Reference Number | Amount |
|-------------------|--------------------------------|---------------------|-----------|
| 191656 | PALI MOUNTAIN INSTITUTE | PO-332657 | 5,000.00 |
| 191657 | MOBILE MODULAR | PO-330403 | 610.00 |
| 191658 | KAORI/JACOB CORNETT | PV-141592 | 540.80 |
| 191659 | BOYS TOWN CALIFORNIA INC. | PO-330803 | 2,873.00 |
| 191660 | CRARY, BRENDA | PO-330763 | 450.00 |
| 191661 | DAVID AND MARY KARPUS | PO-332066 | 818.69 |
| 191662 | GARCIA, IRMA R. | PO-330764 | 360.00 |
| 191663 | GRANDINETTE, SHARON M. | PO-331020 | 610.45 |
| 191664 | HEAR NOW DBA ABRAMSON | PO-330719 | 4,165.00 |
| 191665 | MINGUS MOUNTAIN ACADEMY | PO-330128 | 11,181.72 |
| | | PO-330677 | 11,181.72 |
| 191666 | PARADIGM HEALTH CARE SERVICES | PO-331416 | 4,300.35 |
| 191667 | PATTERSON, PAMELA | PO-330771 | 1,330.00 |
| 191668 | AVID CENTER | PO-330982 | 41,140.00 |
| 191669 | VAVRINEK TRINE DAY & CO LLP | PO-331700 | 18,000.00 |
| 191670 | CONTROLTEC INC | PO-330684 | 6,719.25 |
| 191671 | STROUD, KEITH R | PO-331423 | 301.00 |
| 191672 | CHAMBERLAIN, DAVID | PV-141606 | 614.38 |
| 191673 | INTERNATIONAL BACCALAUREATE | PO-332656 | 600.00 |
| | | PV-141604 | 600.00 |
| 191674 | ORANGE COUNTY DEPT OF EDUCATIO | PO-331825 | 80.00 |
| | | PO-331885 | 1,105.00 |
| | | PO-331950 | 160.00 |
| | | PO-331957 | 80.00 |
| 191675 | SCHREIMAN, COURTNEY | PV-141607 | 562.70 |
| 191676 | ACORN MEDIA | PO-331685 | 2,456.35 |
| 191677 | APPLE COMPUTER INC | PO-332527 | 21.55 |
| | | PO-332530 | 85.32 |
| 191678 | BATTERY SYSTEMS | PO-330947 | 71.02 |
| 191679 | BETTER CHINESE LLC | PO-331997 | 32.77 |
| 191680 | CALIFORNIA WESTERN VISUALS | PO-332376 | 307.80 |
| | | PO-332456 | 102.60 |
| 191681 | DELL MARKETING L P | PO-332419 | 1,377.76 |
| | | PO-332420 | 853.54 |
| | | PO-332483 | 280.65 |
| 191682 | DELTA EDUCATION | PO-332451 | 5,015.00 |
| 191683 | DIGITAL NETWORKS GROUP | PO-332459 | 847.42 |
| 191684 | EDUCATIONAL DATA SYSTEMS | PO-330281 | 2,016.22 |
| 191685 | ENET COMPONENTS INC | PO-330082 | 329.40 |
| 191686 | FACTORY MOTOR PARTS | PO-331557 | 761.19 |
| 191687 | FEDERAL EXPRESS CORP | PO-330159 | 102.15 |
| 191688 | FOLLETT EDUCATIONAL SVC | PO-331798 | 1,079.47 |
| | | PO-332271 | 25.92 |
| 191689 | FOLLETT LIBRARY RESOURCES | PO-331187 | 195.26 |
| 191690 | FRICTION MATERIALS CO. | PO-330870 | 1,498.48 |

Board of Trustees Warrant Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....JAN 8, 2013

| Warrant Number | Name of Payee | Reference Number | Amount |
|-------------------|------------------------------|---------------------|-----------|
| 191691 | DISCOUNT SCHOOL SUPPLY | PO-332445 | 525.35 |
| 191692 | EXECUTIVE ENVIRONMENTAL SVCS | PO-332684 | 2,565.11 |
| 191693 | INSIGHT SYSTEMS EXCHANGE | PO-331529 | 3,497.84 |
| | | PO-331896 | 4,217.14 |
| | | PO-331930 | 336.77 |
| | | PO-331951 | 674.80 |
| | | PO-331954 | 388.16 |
| | | PO-331968 | 388.16 |
| | | PO-332074 | 1,164.48 |
| | | PO-332138 | 1,010.29 |
| | | PO-332148 | 30,308.40 |
| | | PO-332212 | 4,817.46 |
| | | PO-332213 | 1,683.81 |
| | | PO-332214 | 366.56 |
| | | PO-332219 | 336.77 |
| | | PO-332220 | 2,694.14 |
| | | PO-332247 | 4,593.14 |
| | | PO-332248 | 151.20 |
| | | PO-332249 | 776.32 |
| | | PO-332250 | 336.77 |
| | | PO-332329 | 382.77 |
| | | PO-332330 | 776.32 |
| | | PO-332331 | 388.16 |
| 191694 | W W GRAINGER INC | PO-330190 | 2,097.63 |
| | | PO-330499 | 32,664.55 |
| 191695 | 1 DAY PAINT AND BODY | PO-331641 | 182.00 |
| 191696 | MCGRAW HILL COMPANIES | PO-332367 | 1,693.26 |
| | | PO-332368 | 259.32 |
| | | PO-332369 | 232.28 |
| | | PO-332371 | 464.55 |
| 191697 | MCGRAW-HILL COMPANIES | PO-332440 | 384.91 |
| 191698 | MIND RESEARCH INSTITUTE | PO-332346 | 4,000.00 |
| 191699 | MOBILE COMM REPAIR INC | PO-331139 | 612.40 |
| 191700 | MODERN SIGNS PRESS INC | PO-332455 | 353.93 |
| 191701 | MUSIC & ARTS | PO-330135 | 583.23 |
| | | PO-330240 | 2,000.00 |
| | | PO-332277 | 170.97 |
| 191702 | NASCO WEST | PO-330549 | 96.18 |
| 191703 | NATIONAL NETWORK OF DIGITAL | PO-331260 | 195.00 |
| 191704 | NILES BIOLOGICAL | PO-331956 | 292.23 |
| 191705 | ONE STOP BINDERY | PO-330150 | 25.00 |

Board of Trustees Warrant Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....JAN 8, 2013

| Warrant Number | Name of Payee | Reference Number | Amount |
|-------------------|-----------------------------|---------------------|------------|
| 191706 | PATHWAY COMMUNICATIONS LTD. | PO-332126 | 482.11 |
| | | PO-332127 | 803.52 |
| | | PO-332128 | 3,532.90 |
| | | PO-332293 | 160.39 |
| | | PO-332408 | 187.20 |
| 191707 | SCIENCE KIT & BOREAL LAB | PO-331974 | 1,183.96 |
| 191708 | SCOTT FORESMAN | PO-332052 | 792.83 |
| 191710 | SPINITAR | PO-332436 | 302.69 |
| 191711 | STENHOUSE PUBLISHERS | PO-332468 | 290.52 |
| 191712 | TEXTBOOK WAREHOUSE | PO-330589 | 42.25 |
| | | PO-330746 | 1,680.00 |
| 191713 | WARDS NATURAL SCIENCE | PO-331022 | 35.63 |
| | | PO-331098 | 575.95 |
| 191714 | WATERLINES TECHNOLOGIES INC | PO-331136 | 6,599.85 |
| 191715 | WESTERN PUMP | PO-331561 | 258.75 |
| 191716 | WOODWIND & BRASSWIND | PO-332207 | 590.17 |
| 191717 | PSC ENVIRONMENTAL SERVICES | PO-332102 | 18,147.89 |
| 191718 | BESTGEN, MARY | PO-331851 | 586.67 |
| 191719 | YMCA OF ORANGE COUNTY | CL-131604 | 1,669.55 |
| 191720 | STEIN, CHRISTINE | PO-330563 | 2,856.00 |
| 191721 | CITY OF SAN JUAN CAPISTRANO | PO-330226 | 17,190.80 |
| 191722 | SAN DIEGO GAS & ELECTRIC | PO-330248 | 73,196.94 |
| 191723 | SO CAL GAS CO | PV-141625 | 10,949.38 |
| 191724 | SO COAST WATER DIST | PO-330224 | 5,885.41 |
| 191725 | DEPARTMENT OF JUSTICE | PO-330691 | 6,488.00 |
| 191726 | ENVIRONMENTAL NATURE CTR | PO-332726 | 768.00 |
| 191727 | HERITAGE MUSEUM OF OC | PO-332739 | 500.00 |
| 191728 | JFK TRANSPORTATION CO INC | PV-141656 | 2,250.00 |
| 191729 | MISSION SAN LUIS REY | PO-332742 | 536.00 |
| 191730 | OCEAN INSTITUTE | PO-332727 | 1,200.00 |
| | | PO-332740 | 500.00 |
| 191731 | OPPORTUNITY FOR LEARNING | PV-141654 | 12,519.00 |
| | | PV-141655 | 5.77 |
| 191732 | BEN'S MUSIC | PO-330221 | 550.00 |
| 191733 | BERTRANDS HORN IMPROVEMENT | PO-330134 | 2,143.62 |
| | | PO-332161 | 1,498.42 |
| 191734 | BIOMETRICS4ALL INC | PO-330767 | 102.00 |
| 191735 | COOLE SCHOOL | PO-330287 | 1,835.04 |
| | | PO-332699 | 264.96 |
| 191736 | CULVER-NEWLIN | PO-331362 | 2,643.02 |
| 191737 | GOPHER ATHLETIC/SPORTS | PO-332385 | 150.66 |
| 191738 | LAKESHORE LEARNING MATLS | PO-331360 | 1,374.28 |
| 191739 | EDUCATIONAL TESTING SERVICE | PO-332641 | 1,597.00 |
| 191740 | AMS.NET INC | PO-332218 | 152,327.15 |
| 191742 | COPPER HILLS YOUTH CENTER | PO-330126 | 2,821.50 |

Board of Trustees Warrant Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....JAN 8, 2013

| Warrant Number | Name of Payee | Reference Number | Amount |
|-------------------|--------------------------------|---------------------|------------|
| 191743 | DEVEREUX CLEO WALLACE | PO-332263 | 5,067.84 |
| 191744 | GOODWILL INDUSTRIES OF ORANGE | PO-330755 | 15,360.00 |
| 191745 | HEAR NOW DBA ABRAMSON | PO-330719 | 2,465.00 |
| 191746 | KIDS INSTITUTE FOR DEVELOPMENT | PO-332601 | 9,110.58 |
| 191747 | MINGUS MOUNTAIN ACADEMY | PO-330128 | 11,556.72 |
| | | PO-330677 | 11,556.72 |
| 191748 | NEW HAVEN SCHOOL | PO-332602 | 7,080.00 |
| 191749 | OCEANVIEW SCHOOL | PO-330634 | 4,964.00 |
| | | PO-330712 | 2,968.00 |
| | | PO-330727 | 4,004.00 |
| | | PO-330728 | 5,264.00 |
| | | PO-330729 | 5,052.00 |
| | | PO-330734 | 4,664.00 |
| | | PO-330735 | 4,664.00 |
| | | PO-330739 | 4,604.00 |
| | | PO-330740 | 4,964.00 |
| | | PO-331859 | 4,716.00 |
| | | PO-332001 | 4,240.00 |
| | | PO-332002 | 636.00 |
| | | PO-332362 | 4,028.00 |
| | | PO-332363 | 4,664.00 |
| | | PO-332387 | 4,992.00 |
| 191750 | ORANGE CTY DEPT EDUC | PO-331410 | 87,253.02 |
| | | PO-331412 | 981,741.60 |
| 191751 | PROVIDENCE SPEECH AND | PO-330833 | 110.00 |
| 191752 | PYRAMID AUTISM CENTER | PO-330628 | 4,950.00 |
| 191753 | SPECTRUM CENTER ROSSIER PARK | PO-331948 | 6,783.00 |
| 191754 | STEPPING STONES SPEECH | PO-332644 | 4,080.00 |
| 191755 | THERAPEUTIC EDUCATION CENTER | PO-330130 | 4,500.00 |
| | | PO-330632 | 4,275.00 |
| 191756 | YELLOWSTONE BOYS & GIRLS RANCH | PO-330750 | 11,265.50 |
| | | PO-330794 | 11,265.50 |
| 191757 | AKHLAGHI, NICOLE | PV-141657 | 140.00 |
| 191758 | FEESER, JENNIFER | PV-141648 | 22.04 |
| 191759 | JOCHAM, SARA | PV-141649 | 353.42 |
| 191760 | ORANGE COUNTY DEPT OF EDUCATIO | PO-332215 | 100.00 |
| 191761 | SAN DIEGO COUNTY SUPT OF SCH | PO-331652 | 110.00 |
| 191762 | SELING, TARA | PV-141650 | 435.59 |
| 191763 | WYNNE, LAUREN | PV-141658 | 213.45 |
| 191764 | W W GRAINGER INC | - | |
| | | PO-330190 | 1,480.32 |
| | | PO-330499 | 27,621.41 |
| 191765 | W W GRAINGER INC | - | |
| | | PO-330499 | 19,665.17 |
| 191766 | W W GRAINGER INC | PO-330499 | 291.93 |

Board of Trustees Warrant Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....JAN 8, 2013

| Warrant Number | Name of Payee | Reference Number | Amount |
|-------------------|--------------------------------|---------------------|-----------|
| 191767 | JOHNSTONE SUPPLY | PO-330418 | 20,973.10 |
| 191768 | AFROUZEH, GOLY | PV-141661 | 72.00 |
| 191769 | BEAUCHAINE, KIMBERLY | PV-141662 | 189.90 |
| 191770 | COLLINS, CLINT | PV-141663 | 51.52 |
| 191771 | GARRETT-SMALLEY, JENNIFER | PV-141671 | 99.79 |
| 191772 | HARRIS, RYAN | PV-141664 | 80.00 |
| 191773 | KUNZE-THIBEAU, LORI | PV-141668 | 20.00 |
| 191774 | MEYER, VALINDA | PV-141669 | 445.26 |
| 191775 | NAM, NICHOLAS | PV-141670 | 16.00 |
| 191776 | ROBOTEVENTS | PO-332763 | 50.00 |
| 191777 | SMART & FINAL | PO-330323 | 83.46 |
| | | PO-330366 | 199.21 |
| | | PO-330515 | 78.87 |
| | | PO-331016 | 342.10 |
| | | PO-331513 | 191.36 |
| | | PO-331516 | 124.04 |
| | | PO-332155 | 317.69 |
| 191778 | SPARKLETTS | PO-330361 | 8.05 |
| | | PO-331023 | 11.31 |
| | | PO-331024 | 38.70 |
| | | PO-331589 | 10.15 |
| | | PO-331590 | 95.25 |
| | | PO-331601 | 19.05 |
| | | PO-331653 | 13.73 |
| 191779 | SMART & FINAL | PO-331154 | 12.94 |
| 191780 | SOLOMON'S BAKERY INC | PO-332779 | 1,210.95 |
| 191781 | SPARKLETTS | PO-331580 | 14.95 |
| | | PO-331583 | 7.21 |
| | | PO-331584 | 8.80 |
| | | PO-331586 | 10.85 |
| | | PO-331587 | 21.17 |
| | | PO-331591 | 12.90 |
| | | PO-331592 | 20.04 |
| | | PO-331594 | 36.05 |
| | | PO-331596 | 20.64 |
| | | PO-331637 | 12.90 |
| | | PO-331653 | 27.87 |
| 191782 | US BANK | PO-331424 | 11,347.56 |
| 191783 | CAPISTRANO UNIFIED SCHOOL DIST | PO-330320 | 37,896.70 |
| 191784 | 360 PRINT MEDIA | PO-332596 | 3,181.84 |
| 191785 | MUSIC & ARTS | PO-332277 | 92.32 |
| 191786 | PEARSON EDUCATION | PO-331797 | 1,857.21 |
| | | PO-332043 | 1,817.04 |
| 191787 | PERFECTION LEARNING | PO-330272 | 93.42 |
| 191788 | R&S SOIL PRODUCTS INC | PO-330244 | 7,776.00 |

Board of Trustees Warrant Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....JAN 8, 2013

| Warrant Number | Name of Payee | Reference Number | Amount |
|-------------------|--------------------------------|---------------------|-----------|
| 191789 | RINCON TRUCK PARTS | PO-330886 | 365.41 |
| | | PO-331441 | 375.00 |
| 191790 | RIVERSIDE PUBL CO | PO-332087 | 780.52 |
| | | PO-332188 | 1,107.22 |
| 191791 | SCANTRON SERVICE GROUP | PO-330575 | 169.60 |
| 191792 | SCOTT FORESMAN | PO-332048 | 3,012.75 |
| | | PO-332051 | 661.32 |
| | | PO-332054 | 396.41 |
| | | PO-332055 | 79.28 |
| | | PO-332058 | 1,026.53 |
| 191793 | SEPULVEDA BLDG MATERIALS | PO-330195 | 1,466.61 |
| 191794 | SO COUNTY PROTECTIVE WEAR | PO-330192 | 2,102.22 |
| 191796 | THYSSENKRUPP ELEVATOR CORP | PO-331669 | 478.75 |
| 191797 | TIFCO INDUSTRIES | PO-330872 | 1,095.30 |
| 191798 | TRUCPAR CO | PO-330873 | 1,724.69 |
| 191799 | TUTTLE-CLICK FORD | PO-331337 | 3,630.78 |
| 191800 | UNISOURCE CORP | PO-330423 | 3,481.70 |
| 191801 | UNITED RENTALS | PO-330208 | 1,991.76 |
| 191802 | UNITED TRANSMISSION EXCHANGE | PO-330874 | 1,938.61 |
| 191803 | VEX ROBOTICS INC | PO-331686 | 2,839.15 |
| | | PO-332523 | 939.51 |
| 191804 | VISTA HIGHER LEARNING | PO-331606 | 1,563.87 |
| | | PO-332397 | 367.20 |
| 191805 | WARDS NATURAL SCIENCE | PO-331098 | 36.19 |
| | | PO-331346 | 205.24 |
| 191806 | WHITE CAP | PO-330172 | 593.99 |
| | | PO-330181 | 95.45 |
| 191807 | DISCOVERING SCIENCE | PO-332788 | 6,120.00 |
| 191808 | TRANSPORTATION CHARTER SERVICE | PO-331789 | 1,000.00 |
| | | PO-332683 | 1,315.25 |
| 191809 | AMS.NET INC | PO-330972 | 6,172.01 |
| 191810 | HIRSCH PIPE & SUPPLY | PO-330166 | 814.25 |
| 191811 | HOUGHTON MIFFLIN HARCOURT | PO-330743 | 156.81 |
| 191812 | JOHNSTONE SUPPLY | PO-330418 | 12,708.18 |
| 191813 | JOSEPHSON INSTITUTE OF ETHICS | PO-331642 | 172.79 |
| 191814 | KELLY PAPER COMPANY | PO-330151 | 5,310.11 |
| 191815 | KENDALL HUNT PUBL CO | PO-332449 | 69.14 |
| 191816 | LAKESHORE LEARNING MATLS | PO-332281 | 183.65 |
| | | PO-332319 | 82.07 |
| 191817 | LAWNMOWERS ETC | PO-331572 | 1,394.67 |
| 191818 | PBS SOCIAL EDUCATION | PO-332189 | 38,233.20 |
| 191819 | PEPPER-LOS ANGELES, J W | PO-331921 | 76.36 |
| 191820 | AMERICAN COUNCIL ON EDUCATION | PO-331706 | 1,092.50 |
| 191821 | HM RECEIVABLES CO LLC | PO-330265 | 2,583.89 |
| 191822 | BOWIE ARNESON WILES & | PO-330439 | 14,448.25 |

Board of Trustees Warrant Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....JAN 8, 2013

| Warrant Number | Name of Payee | Reference Number | Amount |
|-------------------|--------------------------------|---------------------|------------|
| 191823 | MOULTON NIGUEL WATER | PO-330245 | 13,103.55 |
| 191824 | SAN DIEGO GAS & ELECTRIC | PO-330248 | 118,168.68 |
| 191825 | SANTA MARGARITA WATER | PO-330247 | 4,529.92 |
| 191826 | SO CAL GAS CO | PO-330249 | 4,763.04 |
| 191827 | VANGUARD FLOORING INC | PO-331231 | 3,744.80 |
| | | PO-331329 | 16,789.00 |
| 191828 | WEST COAST ARBORISTS INC. | PV-141679 | 13,462.00 |
| 191829 | US BANK CORP PAYMENT SYSTEM | - | |
| | | PV-141680 | 667.33 |
| | | PV-141681 | 2,622.18 |
| | | PV-141682 | 99.60 |
| | | PV-141683 | 8,126.68 |
| | | PV-141684 | 351.73 |
| 191830 | US BANK CORP PAYMENT SYSTEM | PV-141684 | 8,289.09 |
| 191831 | US BANK CORP PAYMENT SYSTEM | PV-141681 | 452.86 |
| | | PV-141684 | 7,192.49 |
| 191832 | MARLIN COMPANY, THE | PO-331671 | 1,260.00 |
| 191833 | MCGRAW HILL COMPANIES | PO-332370 | 518.64 |
| 191834 | MCGRAW-HILL COMPANIES | PO-332035 | 452.65 |
| 191835 | MIRACLE RECREATION EQUIPMENT | PO-332116 | 4,682.32 |
| 191836 | MOBILE COMM REPAIR INC | PO-332794 | 97.50 |
| 191837 | NATIONAL NETWORK OF DIGITAL | PO-331260 | 155.00 |
| 191838 | ORANGE COUNTY REGISTER | PO-331902 | 3,499.00 |
| | | PO-332768 | 1,875.12 |
| 191839 | ORIENTAL TRADING CO | PO-332548 | 161.94 |
| 191840 | PACIFIC SUPPLY COMPANY | PO-330200 | 259.20 |
| 191841 | PEARSON EDUCATION | PO-331312 | 3,102.69 |
| 191842 | PRUDENTIAL OVERALL SUP | PO-330144 | 65.72 |
| 191843 | PYRAMID WIRE & CABLE INC. | PO-330164 | 4,299.88 |
| 191844 | RIFTON EQUIPMENT | PO-332540 | 275.41 |
| 191845 | RIVERSIDE PUBL CO | PO-332092 | 665.28 |
| 191846 | RUSCO INC | PO-331376 | 6,800.00 |
| 191847 | SAF-COM SUPPLY | PO-331694 | 363.59 |
| 191848 | SOUTH COAST FAMILY MEDI CENTER | PO-330392 | 420.00 |
| 191849 | SPORTS FACILITIES GROUP INC | PO-332782 | 1,300.00 |
| 191850 | TECH4LEARNING | PO-330646 | 279.00 |
| 191851 | THE PARENT INSTITUTE | PO-330274 | 438.00 |
| 191852 | THINKING MAPS INC | PO-332018 | 93.96 |
| 191853 | TONY'S LOCKSMITH SERVICE | PO-331562 | 182.26 |
| 191854 | US GAMES | PO-332416 | 184.68 |
| 191855 | VISTA HIGHER LEARNING | PO-331616 | 2,919.20 |
| 191856 | WARDS NATURAL SCIENCE | PO-331017 | 710.98 |
| 191857 | WATERLINES TECHNOLOGIES INC | PO-331136 | 2,974.23 |
| 191858 | WESTERN GRAPHIX | PO-331281 | 175.00 |
| 191859 | WEST-LITE SUPPLY CO INC | PO-331275 | 25.96 |

Board of Trustees Warrant Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....JAN 8, 2013

| Warrant Number | Name of Payee | Reference Number | Amount |
|-------------------|-----------------------------|---------------------|-----------|
| 191860 | CITY OF SAN JUAN CAPISTRANO | PO-330226 | 3,922.41 |
| 191861 | COLBI TECHNOLOGIES INC | PO-332745 | 9,500.00 |
| 191862 | CONSOLIDATED ELECT DISTR | PO-330433 | 4,931.49 |
| 191863 | CR&R INCORPORATED | PO-331121 | 15,838.77 |
| 191864 | PACIFIC ROOFING SYSTEMS | PO-331129 | 7,723.00 |
| | | PO-332171 | 6,185.50 |
| | | PO-332172 | 13,568.00 |
| 191865 | SAN DIEGO GAS & ELECTRIC | PO-330248 | 41,213.60 |
| 191866 | SO CAL GAS CO | PO-330249 | 7,652.37 |
| 191867 | SOUTH COAST FIRE PROTECTION | PO-331243 | 164.00 |
| 191868 | WEST COAST ARBORISTS INC. | PO-330432 | 13,197.00 |
| | | PV-141735 | 2,544.00 |
| | | PV-141801 | 4,505.00 |
| 191869 | AZAR, FARAH | PV-141686 | 87.00 |
| 191870 | BARTZ, MICHELLE | PV-141687 | 72.00 |
| 191871 | BURKE, KENDRA | PV-141688 | 15.00 |
| 191872 | KENNEY, MATTHEW | PV-141690 | 20.00 |
| 191873 | LAFETRA, KATHERINE | PV-141691 | 15.00 |
| 191874 | LAVERING, MELANIE | PV-141692 | 36.13 |
| 191875 | MILLS, AMBER | PV-141693 | 41.46 |
| 191876 | ROTHWELL, ROCHELLE | PV-141694 | 104.00 |
| 191877 | TAYLOR, JULIE | PV-141695 | 72.00 |
| 191878 | WATERBURY, NILSA | PV-141696 | 115.27 |
| 191879 | WEINELL, CAROL | PV-141697 | 72.00 |
| 191880 | DAGARIN, JEAN-MARI | PV-141689 | 27.90 |
| 191881 | ADAMSON, CORAL | PV-141699 | 172.89 |
| 191882 | BAILEY, REBECCA | PV-141700 | 33.90 |
| 191883 | BARTALUZZI, SAMUEL | PV-141701 | 19.78 |
| 191884 | BIRKINSHAW, SANDY | PV-141702 | 220.35 |
| 191885 | BOGNAR, CATHERINE M. | PV-141703 | 15.82 |
| 191886 | BOWDEN, JOANNA | PV-141704 | 111.31 |
| 191887 | BRIDGE, KELLY | PV-141705 | 13.00 |
| 191888 | BROWN, NANCY | PV-141706 | 37.86 |
| 191889 | CARDENAS, GLORIA | PV-141707 | 40.12 |
| 191890 | CARDIN, PATTI | PV-141708 | 145.77 |
| 191891 | CAUDILL, AMANDA | PV-141709 | 314.14 |
| 191892 | COPPOLA, LUCI | PV-141710 | 233.35 |
| 191893 | DE ACUTIS, LISA | PV-141711 | 41.25 |
| 191894 | FERGUSON, ERIN | PV-141712 | 276.85 |
| 191895 | FRIEDLANDER, DOROTHY | PV-141713 | 349.17 |
| 191896 | GALLEGO, MARINA | PV-141714 | 9.04 |
| 191897 | GOLDBECK, MELISSA | PV-141715 | 200.01 |
| 191898 | GOMEZ, LYDIA | PV-141716 | 165.55 |
| 191899 | GONG, PHOEBE | PV-141717 | 226.00 |
| 191900 | HAUN, BARBARA | PV-141718 | 234.48 |

Board of Trustees Warrant Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....JAN 8, 2013

| Warrant Number | Name of Payee | Reference Number | Amount |
|-------------------|------------------------|---------------------|--------|
| 191901 | HERNANDEZ, MARLO | PV-141719 | 37.29 |
| 191902 | KIMMELL-CAMOIA, JULIE | PV-141720 | 181.37 |
| 191903 | KOPELSON, KATHLEEN | PV-141721 | 231.09 |
| 191904 | KROGMAN, DEBRAH | PV-141722 | 46.90 |
| 191905 | LAIDLEY, JOANIE | PV-141724 | 124.30 |
| 191906 | MILLER, MARIE T. | PV-141725 | 59.33 |
| 191907 | PLACE, SUSAN | PV-141726 | 16.95 |
| 191908 | SHUPE, MARY D | PV-141727 | 13.00 |
| 191909 | WRAY, ALLISON | PV-141728 | 40.12 |
| 191910 | WYNNE, LAUREN | PV-141729 | 55.37 |
| 191911 | CHOI, EUN YOUNG | PV-141730 | 127.69 |
| 191912 | CHRISTMAN-STURM, TRACY | PV-141731 | 90.40 |
| 191913 | CLIFT, LYNNETTE I | PV-141736 | 86.45 |
| 191914 | ELLIS, SHAWNA | PV-141732 | 127.69 |
| 191915 | ENGELSON, EMILY | PV-141733 | 119.78 |
| 191916 | ENRIQUEZ, MICHELLE L | PV-141734 | 81.36 |
| 191917 | EXWORTHY, MARK | PV-141737 | 326.57 |
| 191918 | FEESEER, JENNIFER | PV-141738 | 10.74 |
| 191919 | FLYNN, MARGARET | PV-141740 | 139.56 |
| 191920 | GILL, ARVINDER | PV-141742 | 86.45 |
| 191921 | HALL, SHEILA | PV-141745 | 261.03 |
| 191922 | HERVEY, ROBIN | PV-141744 | 113.57 |
| 191923 | HILL, DAWN | PV-141746 | 234.48 |
| 191924 | JIMENEZ, DENISE | PV-141747 | 149.73 |
| 191925 | LEAHY, CHRISTINA | PV-141748 | 105.66 |
| 191926 | MALONE, JULEE | PV-141749 | 277.98 |
| 191927 | MANDERBACH, KAREN | PV-141750 | 144.64 |
| 191928 | MARCUS, BRUCE | PV-141751 | 123.17 |
| 191929 | MCKEE, DANISE | PV-141752 | 81.93 |
| 191930 | PETERSON, DEBRA | PV-141754 | 115.26 |
| 191931 | RASHIDI, AKRAM KIM | PV-141755 | 128.26 |
| 191932 | RUBY-KORAN, CHERYL | PV-141757 | 25.99 |
| 191933 | SCOTT, KATHY | PV-141758 | 62.72 |
| 191934 | SEPE, CHRISTINA | PV-141760 | 24.86 |
| 191935 | SHOFNER, BRIANNA | PV-141762 | 33.34 |
| 191936 | SOLTIS, PAMELA | PV-141763 | 231.65 |
| 191937 | TUCKER, MARYANN | PV-141764 | 198.32 |
| 191938 | WEIS-DAUGHERTY, DENISE | PV-141765 | 216.40 |
| 191939 | WESTON, KELLY | PV-141766 | 82.49 |
| 191940 | WHALEN, ANDREA | PV-141767 | 107.92 |
| 191941 | WOLFSON, DONNA | PV-141768 | 80.80 |
| 191942 | BLAND, LISA | PV-141769 | 120.35 |
| 191943 | BRAUN, C. ANNE | PV-141770 | 173.46 |
| 191944 | BROOKMAN, JOSEPH | PV-141771 | 329.97 |
| 191945 | BROWN, SUSAN | PV-141772 | 64.41 |

Board of Trustees Warrant Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....JAN 8, 2013

| Warrant Number | Name of Payee | Reference Number | Amount |
|-------------------|--------------------------------|---------------------|-----------|
| 191946 | EATON, ANDREA | PV-141774 | 76.84 |
| 191947 | FARRAND, MONA | PV-141775 | 247.47 |
| 191948 | GILMORE, SHELLY | PV-141776 | 53.68 |
| 191949 | GLIDDEN, ERIN | PV-141777 | 37.29 |
| 191950 | HANRATTY-RAJA, JENNIPHER | PV-141778 | 37.29 |
| 191951 | HOOPER, GWYNETH | PV-141779 | 33.34 |
| 191952 | IMSLAND, TRACEY | PV-141780 | 113.57 |
| 191953 | KERINS, TRACY | PV-141781 | 43.51 |
| 191954 | LEDERMAN, SUE | PV-141782 | 32.21 |
| 191955 | LUEHE, CHRISTOPHER | PV-141783 | 107.35 |
| 191956 | MATIENZO, NINA RIE | PV-141784 | 117.52 |
| 191957 | MCMORRAN-MAUS, KRISTA | PV-141785 | 79.67 |
| 191958 | MORAND, CARA | PV-141787 | 142.38 |
| 191959 | O'TONER, ERIC M | PV-141789 | 35.60 |
| 191960 | ORGILL, JANELL | PV-141788 | 135.04 |
| 191961 | PANNING LA BATE | PV-141790 | 57.63 |
| 191962 | ROCHE, ANN | PV-141791 | 241.26 |
| 191963 | RODRIGUEZ, NASCINA | PV-141792 | 117.52 |
| 191964 | SCHOOLER, DEBORAH | PV-141793 | 139.56 |
| 191965 | SELECMAN, LANA | PV-141794 | 94.36 |
| 191966 | SHUMATE, DAGMAR | PV-141795 | 172.89 |
| 191967 | SIELING, TARA | PV-141796 | 106.79 |
| 191968 | SIMPSON, LORI | PV-141797 | 176.28 |
| 191969 | SMITH, ANNE | PV-141798 | 129.39 |
| 191970 | STRONG, KARYN | PV-141799 | 264.99 |
| 191971 | WOLFSON, MEGHAN | PV-141800 | 182.50 |
| 191972 | COPE, MARY | PV-141773 | 64.41 |
| 191973 | MCMURRAY, JOYCE | PV-141786 | 55.94 |
| 191974 | ALPINE ACADEMY | PO-330127 | 12,015.70 |
| 191975 | CARA LUCIER CLIENT TRUST ACCT. | PO-332462 | 7,700.00 |
| 191976 | DEVEREUX CLEO WALLACE | PO-332719 | 274.90 |
| 191977 | DEVEREUX TEXAS TREATMENT | PO-330679 | 13,346.87 |
| 191978 | DEVEREUX TEXAS TREATMENT | PO-330678 | 10,129.26 |
| 191979 | DRAKE, TERI | PO-332400 | 156.87 |
| 191980 | HARBOTTLE LAW GROUP | PO-330824 | 2,402.37 |
| 191981 | HERITAGE SCHOOLS INC | PO-330305 | 434.80 |
| | | PO-330680 | 11,391.48 |
| 191982 | KATHLEEN KASER | PO-332803 | 455.00 |
| 191983 | LAW OFFICES OF MICHELLE ORTEGA | PO-331314 | 1,238.49 |
| 191984 | LCRA TRUST | PO-331949 | 1,128.75 |
| 191985 | OAK GROVE INSTITUTE | PO-331684 | 1,325.00 |
| 191986 | ORANGE COUNTY THERAPY SERVICE | PO-330010 | 9,040.00 |
| 191987 | PATTERSON, PAMELA | PO-330771 | 910.00 |
| 191988 | SOLIANT HEALTH INC | PO-331113 | 3,819.00 |
| | | PO-331114 | 3,852.50 |

Board of Trustees Warrant Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....JAN 8, 2013

| Warrant Number | Name of Payee | Reference Number | Amount |
|-------------------|------------------------------|---------------------|-----------|
| 191989 | BESTGEN, MARY | PO-331851 | 293.34 |
| 191990 | CAMPCO | PO-330832 | 2,911.43 |
| 191991 | ORANGE CTY TESTING SERV | PO-330485 | 52.00 |
| 191992 | REBECCA ROMO | PO-330922 | 780.00 |
| 191993 | YMCA OF ORANGE COUNTY | CL-131604 | 1,694.56 |
| | | CL-131606 | 1,600.79 |
| | | CL-131607 | 2,838.73 |
| 191994 | BUREAU EDUC & RESEARCH | PO-332425 | 470.00 |
| 191995 | CAMPBELL, MEGAN | PV-141723 | 182.23 |
| 191996 | CASBO | PO-332743 | 1,010.00 |
| 191997 | CASTO CHAPTER 2 | PO-331888 | 360.00 |
| 191998 | COMPUTER USING EDUCATORS | PO-330118 | 717.00 |
| | | PO-331002 | 249.00 |
| 191999 | EDUPOINT EDUCATIONAL SYSTEMS | PO-331453 | 523.00 |
| 192000 | ENDER, PAMELA | PV-141741 | 220.20 |
| 192001 | GARRO, VIRGINIA | PV-141743 | 276.00 |
| 192002 | GOFORTH, KRYSTYN | PV-141753 | 400.20 |
| 192003 | JENSON, KATHLEEN "SUE" | PV-141761 | 31.87 |
| 192004 | KELLMAN, KATHLEEN | CL-131312 | 75.68 |
| 192005 | PARKER, MARISA | PO-332775 | 457.65 |
| 192006 | PETTEY, STEPHANIE | PV-141756 | 115.00 |
| 192007 | SCHOOL SERVICES OF CALIF | PO-332190 | 875.00 |
| 192008 | TORTORETE, RICHARD | PV-141759 | 74.00 |
| 192009 | 1ST JON | PO-330413 | 1,279.40 |
| 192010 | ABSOLUTE COMMUNICATIONS INC | PO-330243 | 3,072.60 |
| 192011 | C D T INC. | PO-330401 | 813.25 |
| 192012 | CALIFORNIA WESTERN VISUALS | PO-332665 | 102.60 |
| 192013 | CAPISTRANO GOLF CARS | PO-331446 | 5,330.25 |
| 192014 | CINTAS CORP #640 | PO-331131 | 152.10 |
| 192015 | CINTAS FIRST AID & SAFETY | PO-331130 | 445.09 |
| 192016 | CLARK SECURITY | PO-330228 | 1,964.32 |
| 192017 | CLEAN ENERGY | PO-330853 | 13,579.51 |
| 192018 | CMS COMMUNICATIONS INC | PO-330410 | 3,449.92 |
| 192019 | COMMERCE PRINTING | PO-332398 | 1,198.80 |
| 192020 | COMPLETE OFFICE OF CA | PO-330088 | 198.91 |
| | | PO-330100 | 167.94 |
| | | PO-330362 | 27.14 |
| | | PO-330384 | 213.57 |
| | | PO-331777 | 55.98 |
| | | PO-331973 | 527.74 |
| 192021 | COSTCO S.J.C. | PO-331927 | 184.59 |
| 192022 | CREATIVE CONTRACTORS CORP | PO-331143 | 495.00 |
| | | PO-332551 | 1,400.00 |
| 192023 | CURRICULUM ASSOCIATES | PO-332547 | 598.81 |
| | | PO-332557 | 604.80 |

Board of Trustees Warrant Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....JAN 8, 2013

| Warrant Number | Name of Payee | Reference Number | Amount |
|-------------------|--------------------------------|---------------------|-----------|
| 192024 | DAVE BANG ASSOCIATES INC | PO-331745 | 11,452.80 |
| | | PO-331962 | 534.66 |
| 192025 | DELL MARKETING L P | PO-332484 | 295.62 |
| | | PO-332487 | 1,680.82 |
| | | PO-332489 | 1,081.88 |
| | | PO-332514 | 149.23 |
| | | PO-332515 | 40.38 |
| 192026 | DELTA EDUCATION | PO-332543 | 3,532.04 |
| 192027 | DEMCO | PO-332510 | 105.75 |
| 192028 | DEMCO INC | PO-332399 | 377.78 |
| 192029 | DENAULT'S HARDWARE | PO-331514 | 1,056.28 |
| 192030 | DUNN-EDWARDS CORP | PO-330229 | 1,861.19 |
| 192031 | FOLLETT EDUCATIONAL SVC | PO-331311 | 787.33 |
| | | PO-332539 | 441.29 |
| 192032 | FOLLETT LIBRARY RESOURCES | PO-331192 | 215.92 |
| | | PO-331203 | 112.76 |
| | | PO-331211 | 228.81 |
| 192033 | FREY/SCHOOL SPECIALTY INC | PO-332479 | 79.93 |
| 192034 | GANAHL LUMBER | PO-330225 | 1,730.17 |
| 192035 | KNORR SYSTEMS INC | PO-330165 | 1,806.33 |
| 192036 | EXECUTIVE ENVIRONMENTAL SVCS | PO-332698 | 10,160.00 |
| 192037 | CALIFORNIA WEEKLY EXPLORER INC | PO-330444 | 1,940.00 |
| 192038 | OPPORTUNITY FOR LEARNING | PV-141802 | 7,581.00 |
| 192039 | CAPISTRANO UNIFIED SCHOOL DIST | PO-330320 | 44,002.34 |

Board of Trustees Warrant Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....JAN 8, 2013

| Warrant Number | Name of Payee | Reference Number | Amount |
|-------------------|-------------------------|---------------------|-----------|
| 192040 | SOUTHWEST SCHOOL SUPPLY | - | |
| | | PO-330095 | 38.48 |
| | | PO-330277 | 588.94 |
| | | PO-330291 | 101.11- |
| | | PO-330308 | 296.20 |
| | | PO-330315 | 50.27 |
| | | PO-330319 | 653.42 |
| | | PO-330326 | 593.55 |
| | | PO-330328 | 116.34 |
| | | PO-330332 | 231.77 |
| | | PO-330335 | 197.29 |
| | | PO-330338 | 129.53 |
| | | PO-330347 | 35.93 |
| | | PO-330349 | 1,663.16 |
| | | PO-330370 | 297.20 |
| | | PO-330371 | 79.51 |
| | | PO-330381 | 300.49 |
| | | PO-330385 | 594.70 |
| | | PO-330386 | 1,031.98- |
| | | PO-330387 | 297.45 |
| | | PO-330388 | 462.94 |
| | | PO-330390 | 225.74 |
| | | PO-330391 | 35.69 |
| | | PO-330393 | 2,347.03 |
| | | PO-330394 | 280.29 |
| | | PO-330395 | 196.05 |
| | | PO-330396 | 349.59 |
| | | PO-330397 | 799.12 |
| | | PO-330398 | 2,449.97 |
| | | PO-330574 | 196.59 |
| | | PO-330670 | 49.01 |
| | | PO-330675 | 91.11 |
| | | PO-330693 | 1,991.63 |
| | | PO-330699 | 12.85 |
| | | PO-330703 | 1,617.76 |
| | | PO-330706 | 154.54 |

Board of Trustees Warrant Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....JAN 8, 2013

| Warrant Number | Name of Payee | Reference Number | Amount |
|-------------------|----------------------------|---------------------|-----------|
| 192041 | SOUTHWEST SCHOOL SUPPLY | PO-330709 | 422.70 |
| | | PO-330919 | 47.69 |
| | | PO-330998 | 520.93 |
| | | PO-331290 | 407.13 |
| | | PO-331299 | 52.33 |
| | | PO-331386 | 42.11 |
| | | PO-331397 | 1,781.00 |
| | | PO-331399 | 1,342.20 |
| | | PO-331511 | 89.14 |
| | | PO-331512 | 145.52 |
| | | PO-331527 | 24.84- |
| | | PO-331630 | 132.19 |
| | | PO-331636 | 1,273.32 |
| | | PO-331689 | 1,426.59 |
| | | PO-331876 | 275.46 |
| 192042 | SOUTHWEST SCHOOL SUPPLY | PO-331160 | 1,518.06 |
| | | PO-331162 | 1,542.74 |
| 192043 | E. STEWART AND ASSOCIATES | PO-330434 | 9,445.50 |
| 192044 | SAN DIEGO GAS & ELECTRIC | PO-330248 | 43,193.77 |
| 192045 | SANTA MARGARITA WATER | PO-330247 | 10,355.66 |
| 192046 | SO CAL GAS CO | PO-330249 | 8,251.46 |
| 192047 | SOUTHERN CALIFORNIA EDISON | PO-330250 | 2,708.79 |
| 192048 | TANDUS FLOORING INC. | PO-332139 | 185.32 |
| 192049 | VANGUARD FLOORING INC | PO-331231 | 2,812.73 |
| 192050 | 1 DAY PAINT AND BODY | PO-331641 | 3,708.24 |
| 192051 | COX COMMUNICATIONS | PO-331049 | 5,916.52 |
| 192052 | MOBILE FLEET WASH | PO-331873 | 2,045.00 |
| 192053 | OFFICE DEPOT | PO-331375 | 64.11 |
| | | PO-331517 | 144.63 |
| | | PO-332149 | 227.53 |
| | | PO-332532 | 105.30 |
| | | PO-332533 | 197.85 |
| | | PO-332666 | 198.10 |
| | | PO-332711 | 54.68 |
| 192054 | PACIFIC GO NATURAL GAS | PO-330854 | 1,182.52 |
| 192055 | PACWEST AIR FILTER LLC | PO-330420 | 14,755.11 |
| 192056 | QUALITY TOWING | PO-331565 | 71.00 |
| 192057 | RINCON TRUCK PARTS | PO-330886 | 6,941.95 |
| | | PO-331441 | 8,726.51 |
| 192058 | SMOG EXPRESS | PO-331238 | 178.85 |
| 192059 | SPARKLETTS | PO-330697 | 16.99 |

Board of Trustees Warrant Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....JAN 8, 2013

| Warrant Number | Name of Payee | Reference Number | Amount |
|-------------------|--------------------------------|---------------------|-----------|
| 192060 | SPORTS FACILITIES GROUP INC | PO-331032 | 10,897.00 |
| | | PO-331236 | 575.00 |
| | | PO-332554 | 1,199.00 |
| | | PO-332575 | 1,464.60 |
| | | PO-332576 | 944.20 |
| | | PO-332577 | 1,748.00 |
| 192061 | STAPLES ADVANTAGE | PO-330496 | 543.57 |
| | | PO-330572 | 127.79 |
| | | PO-330659 | 387.36 |
| | | PO-330671 | 83.27 |
| | | PO-330672 | 252.44 |
| | | PO-330673 | 254.91 |
| | | PO-330694 | 123.95 |
| | | PO-330696 | 731.80 |
| | | PO-331358 | 122.12 |
| 192062 | TIFCO INDUSTRIES | PO-330872 | 1,716.04 |
| 192063 | UNITED RENTALS | PO-330175 | 516.23 |
| | | PO-330208 | 83.68 |
| 192064 | WARDS NATURAL SCIENCE | PO-330864 | 299.72 |
| 192065 | WESTERN PUMP | PO-331561 | 511.17 |
| 192066 | OFFICE DEPOT | PO-331158 | 295.90 |
| | | PO-331159 | 49.66 |
| 192067 | SPARKLETTS | PO-331578 | 3.64 |
| | | PO-331585 | 8.80 |
| | | PO-331595 | 7.21 |
| 192068 | STAPLES ADVANTAGE | PO-330525 | 149.00 |
| 192069 | AARDVARK CLAY | PO-332444 | 1,061.34 |
| 192070 | ADDEMAN, ARTURO J | PO-331357 | 1,050.00 |
| 192071 | ADVANCED KEYBOARD TECH INC. | PO-332574 | 298.32 |
| 192072 | AERO MARK | PO-332524 | 15.51 |
| 192073 | AIS SPECIALTY PRODUCTS INC | PO-330241 | 847.19 |
| 192074 | AMS.NET INC | PO-331148 | 6,750.00 |
| 192075 | ANIMAL PEST MANAGEMENT SERVICE | PO-332103 | 3,255.00 |
| 192076 | APPLE COMPUTER INC | PO-331837 | 595.00 |
| | | PO-332246 | 1,625.76 |
| | | PO-332635 | 19,734.67 |
| | | PO-332639 | 433.92 |
| | | PO-332663 | 3,105.82 |
| | | PO-332680 | 10,631.46 |
| 192077 | ARCHITECTURAL SIGN IDENTITY | PO-331804 | 1,310.40 |
| 192078 | BARRETT-ROBINSON INC | PO-331436 | 216.00 |
| 192079 | BEACH CITIES GLASS | PO-330234 | 1,989.18 |
| 192080 | BEE MAN | PO-331234 | 548.00 |
| 192081 | BERTRANDS HORN IMPROVEMENT | PO-330134 | 592.52 |
| 192082 | BIG TEX TRAILERS WEST | PO-332348 | 2,296.40 |

Board of Trustees Warrant Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....JAN 8, 2013

| Warrant Number | Name of Payee | Reference Number | Amount |
|-------------------|-------------------------------|---------------------|-----------|
| 192083 | BOYCE INDUSTRIES | PO-330547 | 411.96 |
| | | PO-331539 | 363.90 |
| 192084 | BRINKS INC. | PO-330101 | 137.14 |
| 192085 | CAROLINA BIOLOGICAL SUPPLY CO | PO-330888 | 783.95 |
| 192086 | DIGITAL NETWORKS GROUP | PO-332795 | 827.14 |
| 192087 | DM COLOR EXPRESS | PO-330185 | 156.87 |
| | | PO-332118 | 717.93 |
| 192088 | EDMENTUM | PO-332441 | 1,659.00 |
| 192089 | ELLISON EDUC EQUIP | PO-332039 | 883.71 |
| 192090 | ENET COMPONENTS INC | PO-330082 | 754.19 |
| 192091 | FLINN SCIENTIFIC INC | CM-140079 | 152.36- |
| | | PO-330915 | 378.87 |
| | | PO-331174 | 372.27 |
| 192092 | FOLLETT EDUCATIONAL SVC | PO-332036 | 195.75 |
| 192093 | GENERAL BINDING CORP | PO-331633 | 504.35 |
| 192094 | GLEN PRODUCTS | PO-330167 | 549.21 |
| 192095 | GOLDEN RULE BINDERY | PO-331712 | 3,416.30 |
| | | PO-331736 | 473.66 |
| | | PO-332610 | 524.26 |
| | | PO-332611 | 1,166.37 |
| | | PO-332612 | 3,586.23 |
| | | PO-332613 | 1,840.99 |
| | | PO-332614 | 4,547.62 |
| | | PO-332624 | 3,986.78 |
| | | PO-332681 | 2,511.55 |
| 192096 | HANDWRITING W/O TEARS | PO-331469 | 1,967.07 |
| | | PO-331474 | 2,545.62 |
| | | PO-331480 | 1,363.72 |
| | | PO-331482 | 2,537.36 |
| | | PO-331488 | 2,206.76 |
| | | PO-331491 | 1,529.02 |
| | | PO-331499 | 1,314.14 |
| 192097 | HD SUPPLY FACILITIES MAINTN | PO-330233 | 214.79 |
| 192098 | HIRSCH PIPE & SUPPLY | PO-330166 | 1,440.98 |
| 192099 | HYDRO-SCAPE PRODUCTS INC | PO-330416 | 2,628.40 |
| 192100 | IBBS | PO-332270 | 28.26 |
| 192101 | INSIGHT SYSTEMS EXCHANGE | PO-332378 | 333.09 |
| | | PO-332423 | 2,707.84 |
| | | PO-332480 | 673.54 |
| | | PO-332481 | 2,030.88 |
| | | PO-332482 | 673.52 |
| | | PO-332485 | 2,328.96 |
| | | PO-332486 | 673.54 |
| | | PO-332488 | 13,470.40 |
| 192102 | INTERNATIONAL READING ASSN | PO-332023 | 1,316.70 |

Board of Trustees Warrant Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....JAN 8, 2013

| Warrant Number | Name of Payee | Reference Number | Amount |
|-------------------|--------------------------------|---------------------|------------|
| 192103 | IPC USA | PO-331042 | 48,331.75 |
| 192104 | JOSTENS | PO-330787 | 2,467.33 |
| 192105 | LA HABRA FENCE CO INC | PO-332117 | 6,146.00 |
| | | PO-332347 | 5,721.00 |
| 192106 | LEARNING A-Z | PO-332513 | 1,376.54 |
| 192107 | LEARNING A-Z | PO-332450 | 99.95 |
| 192108 | MILLER MECHANICAL | PO-331563 | 275.00 |
| 192109 | NEWS 2 YOU | PO-332625 | 2,099.16 |
| 192110 | ORANGE CTY HEALTH AGENCY | PO-330188 | 45.00 |
| 192111 | ORIENTAL TRADING CO | PO-330292 | 211.00 |
| 192112 | PACIFIC SUPPLY COMPANY | PO-330200 | 1,333.27 |
| 192113 | PATHWAY COMMUNICATIONS LTD. | PO-332470 | 170.64 |
| | | PO-332529 | 569.51 |
| | | PO-332646 | 1,766.45 |
| 192114 | PEARSON ASSESSMENTS | PO-332089 | 1,879.19 |
| | | PO-332182 | 14,006.44 |
| | | PO-332565 | 385.64 |
| 192115 | SAF-COM SUPPLY | PO-331694 | 624.27 |
| 192116 | SAN DIEGO CNTY OFFICE OF EDUC | PO-330877 | 6,992.00 |
| 192117 | SAN JOAQUIN CTY OFFICE OF EDUC | PO-330692 | 6,088.12 |
| 192118 | SCHOLASTIC INC | PO-332695 | 627.00 |
| 192119 | SHELL EDUCATION PUBLISHING | PO-332395 | 21.77 |
| 192120 | SIGNS BY CREATIONS UNLIMITED | PO-332158 | 2,974.52 |
| | | PO-332163 | 1,360.00 |
| 192121 | WESTERN GRAPHIX | PO-331281 | 175.00 |
| 192122 | WHITE CAP | PO-330172 | 207.34 |
| 192123 | PATHWAY COMMUNICATIONS LTD. | PO-332354 | 688.76 |
| 192124 | BERKOWITZ, SUSAN | PO-332278 | 150.00 |
| 192125 | CENTER FOR AUTISM RESEARCH | PO-331115 | 3,942.45 |
| 192126 | CORNERSTONE THERAPIES | PO-332265 | 100.00 |
| 192127 | FARIBORZ, SURUR FAZELI | PO-331060 | 373.92 |
| 192128 | ORANGE CTY DEPT EDUC | PO-331412 | 301,794.64 |
| 192129 | THERAPEUTIC EDUCATION CENTER | PO-330130 | 5,175.00 |
| | | PO-330632 | 5,175.00 |
| 192130 | BRISTOW, JEFFREY | PO-331366 | 5,610.00 |
| 192131 | NICOLE MILLER & ASSOC INC | PO-330474 | 3,750.00 |
| 192132 | ACSA/FOUNDATION FOR EDUC | PO-332535 | 875.00 |
| | | PO-332647 | 545.00 |
| 192133 | BRANNON, DESIREE | PV-141803 | 387.51 |
| 192134 | BURNS, BOB | PV-141804 | 294.16 |
| 192135 | CASBO | PO-332783 | 410.00 |
| 192136 | CSTA | PO-332526 | 165.00 |
| 192137 | CURLEY, JULIE | PV-141805 | 298.57 |
| 192138 | DE ACUTIS, LISA | PV-141806 | 158.73 |
| 192139 | DEPASS, LINDSAY | PV-141811 | 184.57 |

Board of Trustees Warrant Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....JAN 8, 2013

| Warrant Number | Name of Payee | Reference Number | Amount |
|-------------------|--------------------------------|---------------------|------------|
| 192140 | ERICKSON, DANA | PV-141807 | 70.96 |
| 192141 | LACHEMANN, DINA | PV-141808 | 310.33 |
| 192142 | O'LEARY, NATHAN | PV-141812 | 422.03 |
| 192143 | PETTEY, STEPHANIE | PV-141809 | 590.72 |
| 192144 | SCHOOL SERVICES OF CALIF | PO-331742 | 175.00 |
| 192145 | AFSHAR, AFRINA | PV-141810 | 30.51 |
| 192146 | CAPISTRANO CONNECTIONS ACADEMY | PO-330299 | 814,501.76 |
| 192147 | COMMUNITY ROOTS | PO-330302 | 145,951.00 |
| 192148 | DESTINATION IMAGINATION INC | PO-332134 | 625.00 |
| 192149 | JOURNEY CHARTER SCHOOL | PO-330301 | 128,417.00 |
| 192150 | OPPORTUNITY FOR LEARNING | PO-331810 | 52,079.00 |
| 192151 | OXFORD ACADEMY | PO-330300 | 281,247.00 |
| 192152 | CORVEL CORPORATION | PO-330313 | 153,702.21 |
| 192153 | CAPISTRANO UNIFIED SCHOOL DIST | PO-330320 | 46,721.74 |

Board of Trustees Warrant Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....JAN 8, 2013

| Warrant Number | Name of Payee | Reference Number | Amount |
|-------------------|-------------------------|---------------------|-----------|
| 192154 | SOUTHWEST SCHOOL SUPPLY | - | |
| | | PO-330095 | 169.39 |
| | | PO-330276 | 383.49 |
| | | PO-330277 | 787.77 |
| | | PO-330308 | 32.27 |
| | | PO-330315 | 37.49 |
| | | PO-330326 | 40.79 |
| | | PO-330335 | 87.50 |
| | | PO-330338 | 712.77- |
| | | PO-330341 | 153.53 |
| | | PO-330349 | 46.49 |
| | | PO-330369 | 316.66 |
| | | PO-330370 | 74.22 |
| | | PO-330371 | 16.96 |
| | | PO-330381 | 4.00 |
| | | PO-330383 | 947.48 |
| | | PO-330385 | 85.81 |
| | | PO-330386 | 1,293.93- |
| | | PO-330387 | 5.60 |
| | | PO-330388 | 30.00 |
| | | PO-330390 | 77.55 |
| | | PO-330391 | 58.45 |
| | | PO-330393 | 295.87 |
| | | PO-330394 | 30.37 |
| | | PO-330395 | 203.63 |
| | | PO-330396 | 63.55 |
| | | PO-330397 | 26.66 |
| | | PO-330398 | 85.03 |
| | | PO-330574 | 128.67 |
| | | PO-330670 | 1,495.79 |
| | | PO-330675 | 51.90 |
| | | PO-330676 | 164.56 |
| | | PO-330693 | 447.60 |
| | | PO-330699 | 5.06 |
| | | PO-330703 | 366.98 |
| | | PO-330706 | 75.12 |
| | | PO-330709 | 220.41 |

Board of Trustees Warrant Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....JAN 8, 2013

| Warrant Number | Name of Payee | Reference Number | Amount |
|-------------------|-----------------------------|---------------------|-----------|
| 192155 | SOUTHWEST SCHOOL SUPPLY | PO-330998 | 43.98 |
| | | PO-331299 | 93.86 |
| | | PO-331397 | 11.53 |
| | | PO-331399 | 0.76 |
| | | PO-331511 | 72.18 |
| | | PO-331688 | 405.37 |
| | | PO-331689 | 1,090.04 |
| | | PO-331866 | 160.12 |
| | | PO-331984 | 950.05 |
| | | PO-331988 | 385.32 |
| 192156 | SOUTHWEST SCHOOL SUPPLY | PO-331160 | 59.83 |
| | | PO-331162 | 86.91 |
| 192157 | ARC | PO-332584 | 448.81 |
| 192158 | CITY OF SAN JUAN CAPISTRANO | PO-330226 | 3,764.09 |
| 192159 | MOULTON NIGUEL WATER | - | |
| | | PO-330245 | 20,588.51 |
| 192160 | MOULTON NIGUEL WATER | PO-330245 | 2,335.50 |
| 192161 | PACIFIC MOBILE HOME CONS | PO-325168 | 14,127.00 |
| | | PO-332898 | 1,950.00 |
| 192162 | SAN DIEGO GAS & ELECTRIC | PO-330248 | 83,692.34 |
| 192163 | SANTA MARGARITA WATER | PO-330247 | 736.00 |
| 192164 | SO CAL GAS CO | PO-330249 | 13,821.64 |
| 192165 | SO COAST WATER DIST | PO-330224 | 11,404.18 |
| 192166 | SOUTHERN CALIFORNIA EDISON | PO-330250 | 3,401.85 |
| 192167 | DOLINKA GROUP LLC | PO-332191 | 1,300.00 |
| 192168 | ACORN NATURALISTS | PO-332778 | 356.83 |
| 192169 | ALLIANCE PUBLISHING | PO-330345 | 923.06 |
| 192170 | BAVCO | PO-331621 | 1,532.36 |
| | | PO-332892 | 5,049.16 |
| 192171 | C D T INC. | PO-330401 | 738.25 |
| 192172 | CAMCOR INC | PO-332297 | 1,467.07 |
| 192173 | COMMUNICATIONS USA | PO-332342 | 756.00 |
| 192174 | CULVER-NEWLIN | PO-331460 | 644.65 |
| | | PO-331805 | 882.64 |
| | | PO-332167 | 1,071.63 |
| 192175 | DELL MARKETING L P | PO-332350 | 113.07 |
| 192176 | DELTA EDUCATION | PO-330910 | 4,986.58 |
| 192177 | DEMCO | PO-332511 | 172.87 |
| 192178 | DENAULT'S HARDWARE | PO-331514 | 151.71 |
| 192179 | ENET COMPONENTS INC | PO-332320 | 631.80 |
| 192180 | FLINN SCIENTIFIC INC | PO-332493 | 899.19 |
| | | PO-332494 | 12.59 |
| 192181 | FOLLETT EDUCATIONAL SVC | PO-330539 | 2,330.37 |
| | | PO-332210 | 4.91 |

Board of Trustees Warrant Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....JAN 8, 2013

| Warrant Number | Name of Payee | Reference Number | Amount |
|-------------------|-----------------------------|---------------------|-----------|
| 192182 | FOLLETT LIBRARY RESOURCES | PO-331191 | 326.82 |
| | | PO-331212 | 410.69 |
| | | PO-331213 | 209.42 |
| | | PO-331218 | 42.72 |
| | | PO-332192 | 21.87 |
| 192183 | HANDWRITING W/O TEARS | PO-331490 | 3,372.14 |
| 192184 | COMMUNITY PLAYTHINGS | PO-332100 | 12,411.38 |
| 192185 | BLAIR, TAMMY | PV-141821 | 45.20 |
| 192186 | COX, LINDA | PV-141822 | 151.42 |
| 192187 | DUNN, CHRISTINE | PV-141824 | 20.34 |
| 192188 | HERTZ, JANA | PV-141825 | 102.27 |
| 192189 | MCCORMICK, LENORE | PV-141827 | 6.78 |
| 192190 | PHILLIPS, MELISSA | PV-141828 | 22.60 |
| 192191 | PINKERTON, DAN | PV-141829 | 205.66 |
| 192192 | STURDEVANT-BROWN, LORI | PV-141830 | 128.82 |
| 192193 | WILBUR, SANDRA S | PV-141831 | 146.90 |
| 192194 | DAGARIN, JEAN-MARI | PV-141823 | 133.34 |
| 192195 | LANDEROS, BEATRIZ | PV-141826 | 4.52 |
| 192196 | FARLEY, JOSEPH M | PV-141837 | 75.50 |
| 192197 | HENRY, SAMANTHA | PV-141839 | 64.41 |
| 192198 | ICS | PV-141841 | 100.00 |
| 192199 | KEELER, DEBRA | PV-141842 | 30.00 |
| 192200 | LITUS, LAUREN | PV-141845 | 750.00 |
| 192201 | MCCORMICK, LENORE | PV-141846 | 8.42 |
| 192202 | MCLAUGHLIN, GREGG | PV-141847 | 49.11 |
| 192203 | NORSE CORP | PV-141848 | 100.00 |
| 192204 | PARIMOO, BHARAT/VIPULA | PV-141849 | 15.00 |
| 192205 | YOGI, STACY | PV-141855 | 35.59 |
| 192206 | VERMEULEN, DONALD | PV-141851 | 80.59 |
| 192207 | AO-OLVERA, ANGELA | PV-141834 | 89.10 |
| 192208 | DEGENAARS, SARAH | PV-141835 | 344.70 |
| 192209 | EBNER, ANGELA | PV-141836 | 125.80 |
| 192210 | GAGNON, AIMEE | PV-141838 | 89.10 |
| 192211 | HOLCOMBE-SCALES, CHERESE | PV-141840 | 224.00 |
| 192212 | KENNEDY, KARLY | PV-141843 | 29.80 |
| 192213 | KOENIG, RACHEL | PV-141844 | 751.30 |
| 192214 | SHOULDERS, ALESIA | PV-141850 | 365.80 |
| 192215 | VYAS, DARSHANA | PV-141852 | 253.80 |
| 192216 | WADE, KRISTINA | PV-141853 | 344.70 |
| 192217 | WILSON, KELLY | PV-141854 | 29.80 |
| 192218 | DESTINATION IMAGINATION INC | PO-332702 | 125.00 |
| 192219 | JFK TRANSPORTATION CO INC | PV-141856 | 1,433.75 |
| 192220 | OCEAN INSTITUTE | PO-332863 | 1,191.00 |
| 192221 | PACIFIC COAST SIGHTSEEING | PV-141833 | 8,005.13 |
| 192222 | PALI MOUNTAIN INSTITUTE | PO-330377 | 13,125.00 |

Board of Trustees Warrant Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....JAN 8, 2013

| Warrant Number | Name of Payee | Reference Number | Amount |
|-------------------|--------------------------|---------------------|------------|
| 192223 | SOUTH COAST ROP | PO-331422 | 407,609.63 |
| 192224 | OPPORTUNITY FOR LEARNING | PV-141832 | 21,140.10 |
| 192225 | SOUTHWEST SCHOOL SUPPLY | - | |
| | | PO-330093 | 213.94 |
| | | PO-330094 | 36.96 |
| | | PO-330276 | 105.88 |
| | | PO-330277 | 90.92 |
| | | PO-330315 | 47.48 |
| | | PO-330322 | 325.67 |
| | | PO-330326 | 8.49 |
| | | PO-330328 | 1,198.31 |
| | | PO-330338 | 67.66 |
| | | PO-330341 | 329.41 |
| | | PO-330349 | 38.83 |
| | | PO-330369 | 135.43 |
| | | PO-330383 | 653.18 |
| | | PO-330385 | 29.55 |
| | | PO-330386 | 716.68 |
| | | PO-330387 | 91.93 |
| | | PO-330388 | 139.40 |
| | | PO-330390 | 269.33 |
| | | PO-330391 | 3.82- |
| | | PO-330393 | 45.14 |
| | | PO-330394 | 539.13 |
| | | PO-330395 | 71.19 |
| | | PO-330397 | 21.56 |
| | | PO-330398 | 1,065.00 |
| | | PO-330574 | 145.63 |
| | | PO-330670 | 1,008.19 |
| | | PO-330676 | 187.92 |
| | | PO-330693 | 669.23 |
| | | PO-330703 | 224.10 |
| | | PO-330706 | 213.91 |
| | | PO-330709 | 293.95 |
| | | PO-330998 | 114.98- |
| | | PO-331290 | 245.64 |
| | | PO-331299 | 105.07 |
| | | PO-331512 | 131.17 |

Board of Trustees Warrant Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....JAN 8, 2013

| Warrant Number | Name of Payee | Reference Number | Amount |
|-------------------|--------------------------------|---------------------|----------------|
| 192226 | SOUTHWEST SCHOOL SUPPLY | PO-331688 | 61.56 |
| | | PO-331689 | 1,085.66 |
| | | PO-331866 | 97.94 |
| | | PO-331876 | 30.13 |
| | | PO-331935 | 1,193.88 |
| | | PO-331984 | 748.43 |
| | | PO-331987 | 349.01 |
| | | PO-332222 | 999.96 |
| 192227 | SOUTHWEST SCHOOL SUPPLY | PO-331160 | 118.21 |
| | | PO-331162 | 38.85 |
| 192228 | DANNIS WOLIVER KELLEY | PO-331679 | 63.21 |
| 192229 | ECE4AUTISM | PO-332279 | 2,550.00 |
| 192230 | GOODWILL INDUSTRIES OF ORANGE | PO-330755 | 960.00 |
| 192231 | KRANTZ, TRICIA | PO-330483 | 2,464.20 |
| 192232 | MOLDAUER, PAMELA S. | PO-330894 | 2,955.00 |
| 192233 | NEW HAVEN SCHOOL | PO-332266 | 11,091.00 |
| | | PO-332856 | 80.21 |
| 192234 | ORANGE CTY DEPT EDUC | PO-332861 | 182,783.03 |
| 192235 | SPEECH & LANGUAGE DEVEL | PO-330642 | 3,063.50 |
| | | PO-331680 | 5,284.63 |
| | | PO-331853 | 3,537.00 |
| | | PO-332858 | 3,976.00 |
| 192236 | STEPPING STONES SPEECH | PO-332862 | 10,200.00 |
| 192237 | ART MASTERS | PO-331419 | 1,468.00 |
| | | PO-332853 | 109.00 |
| 192238 | CAMPCO | PO-330830 | 10,374.29 |
| 192239 | DANNIS WOLIVER KELLEY | PO-331676 | 1,337.70 |
| | | PO-332851 | 11,758.14 |
| 192240 | GOODWILL INDUSTRIES OF ORANGE | PO-332634 | 1,005.00 |
| 192241 | PROFESSIONAL TUTORS OF AMERICA | PO-330986 | 165.00 |
| 192242 | MARQUIE, JEANNINE | PV-141858 | 1,486.09 |
| 192243 | PELZEL, BRITTANY SOLA | PV-141859 | 118.65 |
| 192244 | YOTA, DENISE | PV-141860 | 150.00 |
| 658 Warrants | | | \$6,282,313.95 |

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

| VENDOR | TITLE | BOARD APPROVAL DATE |
|---|---|----------------------------|
| A&R Wholesale Distributors, Inc. | Bid No. 1011-14 Grocery Products | 5/9/2011 |
| A&R Wholesale Distributors, Inc. | Bid No. 1011-13 Snack and Beverage Products | 5/9/2011 |
| A&R Wholesale Distributors, Inc. | Bid No. 1314-02 Frozen Food Products | 6/26/2013 |
| Above All Names Construction Services, Incorporated | Bid No. 1112-11, Concrete Maintenance & Repair | 10/26/2011 |
| Advantage Imaging Supply, Inc. | Bid No. 1314-04 Audio Visual Equipment | 7/10/2013 |
| American Logistics Co., LLC | Bid No. 1112-04 - Outsource Transportation Service | 7/27/2011 |
| AMS.NET Inc. | California Multiple Award Schedule Contract No. 3-09-70-0291Q, Electronic Data Processing (EDP) Equipment and Service | 4/13/2010 |
| AMS.NET Inc. | Western State Contracting Alliance (WSCA) WSCA 7-08-70-13, CA Participating Addendum AR-233 Cisco Networking Communications and Maintenance | 11/9/2010 |
| AMS.NET Inc. | California Multiple Award Schedule (CMAS) Contract No. 3-11-70-0291U, Purchase and Warranty of Hardware, Software, Software Maintenance, Installation, Maintenance and Repair | 5/25/2011 |
| AMS.NET Inc. | State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services | 3/28/2012 |
| 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 |

Attachment 3

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

| VENDOR | TITLE | BOARD APPROVAL DATE |
|--|--|----------------------------|
| CDWG | State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services | 3/28/2012 |
| 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**

| VENDOR | TITLE | BOARD APPROVAL DATE |
|---|--|----------------------------|
| Digital Networks Group, Inc. | California Multiple Award Schedule Contract No. 3-12-70-2070E, General Services Administration Schedule No. GS-35F-0563U, Resale of Cisco Products and Cisco Branded Service | 1/23/2013 |
| Diversified Metal | Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment | 8/8/2011 |
| Dolinka Group | RFQ No. 5-1314 Developer Fee Consultant Services | 10/9/2013 |
| Dominos Pizza | Bid No. 1112-07 Pizza Service | 8/24/2011 |
| E. Stewart & Assoc, Inc. | Bid No. 1213-02 - Weed Abatement | 5/23/2012 |
| 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 |
| Knowland Construction Services | RFQ No 4-1011, DSA Approved Inspector of Record | 1/11/2011 |

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

| VENDOR | TITLE | BOARD APPROVAL DATE |
|---|--|----------------------------|
| 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 | Val Verde Unified School District, Bid No 12/13-001 - Just-N-Time Classroom and Office Supply System | 10/23/2013 |

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

| VENDOR | TITLE | BOARD APPROVAL DATE |
|---|--|----------------------------|
| 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 12/09/13

2013-14

| | |
|---------------------------------------|---------------|
| 112650 A & R WHOLESALE DISTRIBUTORS | 569,238.53 |
| 145322 AMS.NET INC | 458,620.65 |
| 112173 ASCIP | 1,836,962.00 |
| 049767 BENS ASPHALT | 586,591.68 |
| 118161 CAPISTRANO CONNECTIONS ACADEMY | 5,090,636.00 |
| 130027 CAPISTRANO UNIFIED | 1,261,104.65 |
| 120141 CAPISTRANO UNIFIED SCHOOL DIST | 1,351,854.23 |
| 015900 CAPO-LAGUNA BEACH ROP | 1,175,728.54 |
| 146265 COMMUNITY ROOTS | 934,066.22 |
| 122828 CORVEL ENTERPRISE COMP INC | 1,167,397.53 |
| 144880 IPC USA | 299,972.14 |
| 105873 JOURNEY CHARTER SCHOOL | 804,477.00 |
| 120832 METROPOLITAN EMPLOYEES | 18,542,769.90 |
| 143679 NETWORK HARDWARE RESALE | 257,826.00 |
| 113144 OPPORTUNITY FOR LEARNING | 935,845.32 |
| 066570 ORANGE COUNTY DEPT OF EDUC | 2,330,675.91 |
| 146264 OXFORD ACADEMY | 1,902,148.48 |
| 078255 SAN DIEGO GAS & ELECTRIC | 2,912,084.30 |
| 081031 SCOTT FORESMAN | 478,341.97 |
| 122718 SOUTHERN CALIFORNIA EDISON | 785,417.79 |
| 102879 US BANK | 1,606,096.65 |
| 147868 US BANK | 2,467,559.36 |
| 036075 W W GRAINGER INC | 350,108.03 |
| 099210 XEROX CORPORATION | 754,151.94 |

Attachment 4

Donation of Funds
January 8, 2014

| DONATED BY | AMOUNT | PURPOSE | SCHOOL |
|-------------------------------------|-------------|---|-----------------------------------|
| Aliso Niguel High School PTSA | \$5,720.96 | LCD Projectors, Document Cameras, Defibrillator | Aliso Niguel High School |
| Vending Plus | \$863.07 | Instructional Materials and Supplies | Aliso Niguel High School |
| Project Tomorrow | \$1,000.00 | Innovative School Program/iPads | Aliso Niguel High School |
| Aliso Niguel High School PTSA | \$2,380.42 | Refurbished Computers and Books for Library | Aliso Niguel High School |
| Arroyo Vista Science Boosters | \$18,710.00 | 5th Grade Science Camp | Arroyo Vista K-8 School |
| Education for the Children | \$13,140.97 | Instructional Materials and Supplies | Arroyo Vista K-8 School |
| Arroyo Vista K-8 School PTA | \$5,303.89 | Purchase of a New Play Structure | Arroyo Vista K-8 School |
| Bathgate Elementary Foundation | \$21,000.00 | Music Teacher's Salaries | Bathgate Elementary School |
| United Way Silicon Valley | \$90.00 | Instructional Materials and Supplies | Bathgate Elementary School |
| Ms. Cheryl Redding | \$90.00 | Instructional Materials and Supplies | Bergeson Elementary School |
| BESF Bergeson Foundation | \$768.00 | 3rd Grade Field Trip to Environmental Nature Center | Bergeson Elementary School |
| BESF Bergeson Foundation | \$864.00 | 2nd Grade Field Trip to Heritage Museum | Bergeson Elementary School |
| Mr. John Rennie | | Dell Latitude E6400 Laptop | Bergeson Elementary School |
| Bernice Ayer Middle School PTA | \$583.20 | World History Common Core Training Binders | Bernice Ayer Middle School |
| Kroger | \$275.59 | Instructional Materials and Supplies | Castille Elementary School |
| Target Corporation | \$256.00 | Instructional Materials and Supplies | Castille Elementary School |
| Castille Elementary School PTA | \$15,000.00 | Marquee | Castille Elementary School |
| Clarence Lobo Elementary School PTA | \$100.00 | Santa Ana Zoo Mobile Visit | Clarence Lobo Elementary School |
| Vending Plus | \$30.62 | Instructional Materials and Supplies | Concordia Elementary School |
| Concordia Elementary School PTA | \$536.00 | Field Trip Admission Fees | Concordia Elementary School |
| Concordia Elementary School PTA | \$1,191.00 | Kindergarten Field Trip to DP Ocean Institute | Concordia Elementary School |
| Concordia Elementary School PTA | \$2,760.00 | 4th Grade Field Trip to DP Ocean Institute | Concordia Elementary School |
| Concordia Elementary School PTA | \$2,085.00 | 3rd Grade Field Trip to DP Ocean Institute | Concordia Elementary School |
| Concordia Elementary School PTA | \$1,191.00 | 2nd Grade Field Trip to DP Ocean Institute | Concordia Elementary School |
| Dolphin Force | \$35,359.81 | Refurbished Computers for Labs and Teachers | Dana Hills High School |
| Target Corporation | \$141.00 | Instructional Materials and Supplies | Don Juan Avila Elementary School |
| George White Elementary School PTA | \$1,179.00 | 4th Grade Field Trip to Mission | George White Elementary School |
| George White Elementary School PTA | \$708.00 | 3rd Grade Field Trip to Planetarium | George White Elementary School |
| Hidden Hills Elementary School PTA | \$1,243.12 | Meet the Masters Program - 2nd Installment | Hidden Hills Elementary |
| Vending Plus | \$14.15 | Instructional Materials and Supplies | John S. Malcolm Elementary School |
| Ladera Ranch Education Foundation | \$32,632.00 | 5th Grade Outdoor Science School | Ladera Ranch Elementary School |
| Ladera Ranch Education Foundation | \$10,707.50 | Elementary School Music Program | Ladera Ranch Elementary School |

Donation of Funds
January 8, 2014

| DONATED BY | AMOUNT | PURPOSE | SCHOOL |
|--|-------------|--|---|
| Vending Plus | \$257.90 | Instructional Materials and Supplies | Ladera Ranch Middle School |
| Education for the Children | \$10,109.26 | Instructional Materials and Supplies | Las Flores Elementary School |
| Education for the Children | \$11,560.52 | Instructional Materials and Supplies | Las Flores Middle School |
| Vending Plus | \$185.72 | Instructional Materials and Supplies | Las Flores Middle School |
| Edison | \$30.00 | Instructional Materials and Supplies | Las Palmas Elementary School |
| Edison | \$60.00 | Instructional Materials and Supplies | Las Palmas Elementary School |
| Mr. and Mrs. Mick Vollmer | \$125.00 | Early Childhood Programs | Learning Link - Las Palmas |
| Mr. Joseph P. De Bunza | \$125.00 | Early Childhood Programs | Learning Link - Las Palmas |
| Mr. and Mrs. Thomas Brennan | \$125.00 | Early Childhood Programs | Learning Link - Viejo Elementary School |
| Starbucks | \$150.00 | Instructional Materials and Supplies | Moulton Elementary School |
| Starbucks | \$250.00 | Instructional Materials and Supplies | Moulton Elementary School |
| Moulton Elementary School PTA | \$16,290.00 | Reading Intervention Teacher | Moulton Elementary School |
| Moulton Elementary School PTA | \$12,483.00 | Classified Instructional Aide - Science | Moulton Elementary School |
| Moulton Elementary School PTA | \$1,156.77 | Scholastic Reading Counts License Fees | Moulton Elementary School |
| Moulton Elementary School PTA | \$1,518.00 | Art Masters Program - 2nd Installment | Moulton Elementary School |
| Moulton Elementary School PTA | \$1,518.00 | Art Masters Program - 3rd Installment | Moulton Elementary School |
| Moulton Elementary School PTA | \$1,004.40 | Epson Projector Lamps | Moulton Elementary School |
| Division 42 CalRTA of Orange County | \$200.00 | Technology | Newhart Middle School |
| Mr. James J. Hoostal | | Pro-Form Treadmill | Niguel Hills Middle School |
| Kelley Franchise, Inc. | \$166.00 | Instructional Materials and Supplies | Oso Grande Elementary School |
| Vending Plus | \$33.80 | Instructional Materials and Supplies | Oso Grande Elementary School |
| SoCal Burger Partners, LLC | \$250.00 | Robotics | Oso Grande Elementary School |
| Networx Online, Inc. | \$500.00 | Robotics | Oso Grande Elementary School |
| Oso Grande Elementary School PTA | \$299.24 | Instructional Materials and Supplies | Oso Grande Elementary School |
| Vending Plus | \$16.58 | Instructional Materials and Supplies | Palisades Elementary School |
| RH Dana Elementary School PTA | \$1,000.00 | 5th Grade Catalina Field Trip | RH Dana Elementary School |
| San Juan Elementary School PTA | \$8,200.00 | Classified Instructional Aide - Science | San Juan Elementary School |
| San Juan Elementary School PTA | \$7,680.00 | Field Trip Entrance Fee and Transportation | San Juan Elementary School |
| San Juan Children's Education Foundation | \$2,000.00 | STMath Gen5 Upgrade | San Juan Elementary School |
| Education for the Children | \$19,732.37 | Instructional Materials and Supplies | Tesoro High School |
| Vending Plus | \$38.44 | Intervention | Tijeras Creek Elementary School |
| Education for the Children | \$7,554.68 | Computers, Abacus, Whiteboards | Tijeras Creek Elementary School |

Donation of Funds
January 8, 2014

| DONATED BY | AMOUNT | PURPOSE | SCHOOL |
|---------------------------------------|---------------|---|-----------------------------------|
| United Way Silicon Valley | \$207.70 | Additional Hours for Student Supervisor | Tijeras Creek Elementary School |
| Truman Benedict Elementary School PTA | \$1,191.00 | Field Trip Transportation Fees | Truman Benedict Elementary School |
| Forster Ranch Education Foundation | \$42,410.00 | Pali Institute Camp | Truman Benedict Elementary School |
| Truman Benedict Elementary School PTA | \$15,997.51 | Smart Boards and Accessories | Truman Benedict Elementary School |
| Mako Foundation | \$54,000.00 | Instructional Aides Salary | Vista del Mar Elementary School |
| Mako Foundation | \$5,299.34 | Six Epson Printers and DocuCameras | Vista del Mar Elementary School |
| Mako Foundation | \$1,279.80 | 15 Epson Lite Bulbs for Projectors | Vista del Mar Elementary School |
| Mako Foundation | \$1,756.19 | Certificated Teacher's Salaries | Vista del Mar Middle School |
| Education for the Children | \$10,284.84 | Instructional Materials and Supplies | Wagon Wheel Elementary School |
| Wagon Wheel Elementary School PTA | \$4,556.84 | Meet the Masters Program | Wagon Wheel Elementary School |
| The Bell Tower Foundation | \$5,000.00 | Instructional Materials and Supplies | Wagon Wheel Elementary School |
| Vending Plus | \$45.20 | Instructional Materials and Supplies | Wood Canyon Elementary School |
| Mr. and Mrs. Michael McCanless | \$500.00 | Safety and Emergency Plan Storage Shed | Wood Canyon Elementary School |
| | \$423,072.40 | | |

JANUARY 8, 2014, BOARD MEETING
DISTRICT STANDARDIZED

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

NEW AGREEMENTS

| TYPE | CONTRACT NO | PILLAR | FUNDING SOURCE | VENDOR | SERVICES | CONTRACT TERM | NOT TO EXCEED |
|-------|-------------|--------|----------------|-------------------------------|---|------------------|---------------|
| ICA | 1314140 | 3 | Gift Funds | City of Santa Ana | Provide Santa Ana Zoo Zoomobile | 1/9/2014-1/08/15 | \$ 500.00 |
| ICA | 1314142 | 5 | General Fund | Quintessential School Systems | Provide Customized QSS/QCC Training to District Staff | 1/9/2014-1/08/15 | \$ 4,000.00 |
| TOTAL | | | | | | | \$ 4,500.00 |

NEW AGREEMENT RATIFICATIONS

| TYPE | CONTRACT NO | PILLAR | FUNDING SOURCE | VENDOR | SERVICES | CONTRACT TERM | NOT TO EXCEED |
|-------|-------------|--------|----------------|---|---|------------------------------------|---------------|
| ICA | 1314139 | 3 | Gift Funds | The Reserve at Rancho Mission Viejo | Provide Educational Assemblies for CUSD Students | 12/03/13-12/02/14 | \$ 1,130.00 |
| ICA | 1314138 | 3 | ASB | CA Association of Directors of Activities | Provide Student Leadership Training | 12/4/2013-12/03/14 | \$ 1,995.00 |
| ICA | 1314128 | 5 | Insurance | Safety Kleen Corporation | Hazardous Waste Pickup of Auto & Photo Shops at ANHS, SCHS, and CVHS | 10/16/2013-10/15/14 | \$ 6,300.00 |
| FSA | 1314136 | 5 | Transportation | A-Z Bus Sales, Incorporated | Provide and Install Ten (10) Security Cameras in School Buses | 11/18/2013-Upon Completion of Work | \$ 29,035.60 |
| FSA | 1314137 | 5 | Tesoro | Ultrasound Audio, Incorporated | Gymnasium - Provide and Install Audio Visual System | 11/18/2013-Upon Completion of Work | \$ 57,459.78 |
| FSA | 1314143 | 5 | Tesoro | P.A. Thompson Engineering Company, Incorporated dba Thompspon Engineering | Provide Labor and Material to Replace the Existing Clock System with a New Rauland Wireless Master Clock System | 12/6/2013-Upon Completion of Work | \$ 42,606.57 |
| TOTAL | | | | | | | \$ 103,191.35 |

EXTENSIONS

| TYPE | CONTRACT NO | PILLAR | FUNDING SOURCE | VENDOR | SERVICES | CONTRACT TERM | NOT TO EXCEED |
|-------|-------------|--------|-------------------|--|---|-------------------|---------------|
| ICA | 1213171 | 3 | Title 1 | Strategies for Success | Academic Coaching, Tutoring, Social Skills Training, Parenting Education and Community Education Programs | 1/24/2014-1/23/15 | \$ 9,000.00 |
| ICA | 1213172 | 3 | Child Development | Chancy and Bruce Educational Resources, Incorporated | School Readiness Workshop | 1/24/2014-1/23/15 | \$ 950.00 |
| ICA | 1213173 | 5 | Personnel | Judy Lemm Consulting | Support and Facilitate Interactive Process Accommodation Meetings for CUSD Staff | 1/24/2014-1/23/15 | \$ 5,000.00 |
| TOTAL | | | | | | | \$ 14,950.00 |

JANUARY 8, 2014, BOARD MEETING
DISTRICT STANDARDIZED

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

EXTENSION RATIFICATIONS

| TYPE | CONTRACT NO | PILLAR | FUNDING SOURCE | VENDOR | SERVICES | JUSTIFICATION | FINANCIAL IMPACT |
|------|-------------|--------|----------------|-----------------------|--|--|------------------|
| ICA | 1213157 | 3 | Special Ed | Sunbelt Staffing, LLC | Provide Speech Language Pathology Services | Increase Contract Amount from \$20,000 to \$30,000 | \$ 10,000.00 |

TOTAL \$ 10,000.00

AMENDMENT RATIFICATIONS

| TYPE | CONTRACT NO | PILLAR | FUNDING SOURCE | VENDOR | SERVICES | JUSTIFICATION | FINANCIAL IMPACT |
|------|-------------|--------|-------------------|---|--|---|------------------|
| PSA | 1213190 | 3 | Special Ed | Soliant Health, Incorporated | Provide Sign Language Interpreter Services | Increase Contract Amount from \$46,900 to \$173,900 | \$ 127,000.00 |
| PSA | 1314065 | 3 | Child Development | The Regents of the University of California At Irvine | Provide Behavior Management Education for Teachers and Parents | Add Special Conditions | none |
| PSA | 1213034 | 2 | Health Services | Leisure Care Referral Agency, Incorporated | Health Services for a Certified Licensed Vocational Nurse to CUSD Students | Increase Contract Amount from \$8,000 to \$58,000 | \$ 50,000.00 |

\$ 177,000.00

ICA - Independent Contractors Agreement

PSA - Professional Services Agreement

MC- Master Contract

Pillar 1 Community Relations

Pillar 2 Safe & Healthy Schools

Pillar 3 Academic Achievement & Enrichment

Pillar 4 Character Development

Pillar 5 Effective Operations

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



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of January 9, 2014 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").

CITY OF SANTA ANA

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 \$500 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 January 9, 2014 through January 8, 2015 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

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

CONTRACTOR

Signature _____
 Name: _____
 Title: _____
 Address _____

 Email Address: _____
 FEIN/SSN _____

{ Zoomobile - TK (West) }

Feb 19th

MAYOR

Miguel A. Pulido

MAYOR PRO TEM

Claudia C. Alvarez

COUNCILMEMBERS

P. David Benavides

Carlos Bustamante

Michele Martinez

Vincent F. Sarmiento

Sal Tinajero

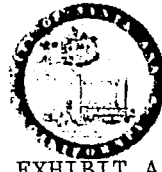


EXHIBIT A

CITY MANAGER

David N. Ream

CITY ATTORNEY

Joseph W. Fletcher

CLERK OF THE COUNCIL

Patricia E. Healy

CITY OF SANTA ANA

20 Civic Center Plaza • P.O. Box 1988
Santa Ana, California 92702

October 4, 2013

Attn. Lori West

Lobo School

200 Avenida Vista Montana

San Clemente, CA 92672

FINANCIAL AGREEMENT

This is to confirm the Santa Ana Zoo Zoomobile visit. Please check the following information for accuracy. If any questions arise please contact the Zoo Education Department by calling (714) 647-6562.

Program details: Wednesday February 19, 2014 Kindergarten
1 Presentation: 9:30-10:20
Approximately 30 people per presentation

Payment: Payment of **\$100.00** is due on the day of the presentation. *✓ req. & deposited already*
Make check or money order payable to the **City of Santa Ana.**
Please do not mail the payment. We will pick it up on the day of the presentation.

The Zoomobile Curriculum Packet is provided for your use in preparing students for the visit. One copy is issued per school. Please have copies made and distributed to the teachers attending each presentation. An evaluation form is enclosed within. Please return the completed evaluation form (not the payment) to:

Santa Ana Zoo at Prentice Park / Education Department
1801 E. Chestnut Ave.
Santa Ana, Ca. 92701

If changes are needed, please contact us. We are looking forward to the visit.

Sincerely,

Terri Hernandez

Program Coordinator
Santa Ana Zoo



1801 East C

, CA 92701

(714) 647-6575



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of January 9, 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").

QUINTESSENTIAL SCHOOL SYSTEMS

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 \$4,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing January 9, 2014 through January 8, 2015 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

CONTRACTOR

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

Signature _____
Name: _____
Title: _____
Address _____

Email Address: _____
FEIN/SSN _____

Quintessential School Systems
 867 American Street- Second Floor
 San Carlos, CA 94070
 QSS Trainer- Don Hemwall

Our Understanding

Within the scope of this document, Capistrano USD is heading towards transitioning all QSS software users over to the GUI application QCC. With this task in mind, we will be offering QCC training to our district office employees working in Human Resources, Budget, and Personnel to promote awareness, support the transition from QSS to QCC, and increase efficiency by staff in using the new QCC platform.

The customized training will address the tasks that are currently being done using the traditional QSS platform and instruct how those same tasks can be completed using the QCC platform.

Services to be provided by the Contractor

The contractor, Quintessential School Systems, 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. Customized Training of QSS/QCC
- C. Project Management

Deliverables

| Training Session | Session Description | Days Estimation |
|----------------------------------|---|-----------------|
| Customized QSS/QCC User Training | Position Control and Purchasing February 2-3, 2014 | 2 Days |

Pricing

| RESOURCE | RATE |
|-----------------|---|
| Consultant | \$1500.00 daily rate |
| Travel expenses | Mileage (Approx. 600 miles), Food, & Lodging Approx. \$1000 |
| NTE | \$4000 |

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: Travel expense directly related to project activity, and at the request and pre-approval of the District.



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of January 9, 2014 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

THE RESERVE AT RANCHO MISSION VIEJO

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 \$1,130.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing December 3, 2013 through December 2, 2014 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

CONTRACTOR

By: _____

Signature _____

Name: Terry Fluent

Name: _____

Title: Director, Purchasing

Title: _____

Board Approval Date: _____

Address _____

Email Address: _____

FEIN/SSN _____

The Reserve at Rancho Mission Viejo Invoice #20131203

ATTN: Rosa Romo Higley
 Las Palmas Elementary School
 1101 Calle Puente
 San Clemente, CA 92672

Please pay to the order of:
(RMVLT) Rancho Mission Viejo Land Trust
 P.O. Box 9
 San Juan Capistrano, CA 92693

EXHIBIT A

| Date of Billing: | Description of Service(s) | Amount |
|--------------------------|---|-------------|
| 11/14/2013 | Dec 3, 2013 4 th grade, Adventures in Archaeology: Digging Up Clues From the Past Assemblies | \$ - |
| | Dec 6, 2013 Native American Life: A Walk Back in Time Field Trip, 64 students | \$ 640.00 |
| | Dec 13, 2013 Native American Life: A Walk Back in Time Field Trip Field Trip, 49 students | \$ 490.00 |
| Payment Due NET 30 Total | | \$ 1,130.00 |



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of January 9, 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").

CA ASSOCIATION OF DIRECTORS OF ACTIVITIES

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 \$1,995 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing December 4, 2013 through December 3, 2014 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

CONTRACTOR

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

Signature _____

Name: _____

Title: _____

Address _____

Email Address: _____

FEIN/SSN _____



CADA/CASL proudly presents:

Leadership Development Day (LDD)

Host School:

Marco Foster Middle School / CUSD District

25601 Camino del Avion

San Juan Capistrano, CA 92675

December 4, 2013

9:00am-1:30pm

(Middle School Delegates Only)

Attn: Lori Oates

School Name MARCO FORSTER M.S. Advisor NADINE ALMANZA

School Address 25601 CAMINO DEL AVION Zip 92675
SAN JUAN CAPISTRANO, CA

School Phone 949 234 5907 Email nalmanza@capousd.org

Number of Students at \$25 79 X \$25 = 1975.00

Number of free advisors 2 X \$00 = 0 (Two advisors free)

Additional advisors \$20 1 X \$20 = 20.00

Total = 1995.00 (make check out to CASL)

*Number of Vegetarian Meals needed 0

Sorry, no refunds available....substitutions OK!



CADA/CASL proudly presents:

Leadership Development Day (LDD)

Host School:

Marco Foster Middle School / CUSD District

25601 Camino del Avion

San Juan Capistrano, CA 92675

December 4, 2013

9:00am-1:30pm

(Middle School Delegates Only)

A day of leadership training delivered in a partnership style while working in small groups of school student leaders. Using experiential activities and the related applications that teaches specific skills and enriches group dynamics.

The curriculum centers on skills related to learning through experience and evaluation, including communication, attracting more students in the leadership base, utilizing individual's strengths, risk taking and getting involved in a positive way!

For just \$25 registration includes all materials, a snack, sub sandwich lunch, and the all trainings. It's that easy! Just bring yourselves!

Registration limited to the first 300 students.

(Registration deadline is one week prior to the LDD)

Call for space availability.

Confirmation will be sent by email

Go to www.cada1.org/LDD for more information.

Or contact Sandra Kurland at

sandra.kurland@caslboard.com

(619) 957-9107

Please fill out this registration form and return to:

CADA Central

3540 Soquel Avenue, Suite A

Santa Cruz, CA 95062



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of **December 12, 2013**, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the contractor listed below ("**Contractor**"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

SAFETY KLEEN SYSTEM CORPORATION

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

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

WHEREAS, CONTRACTOR is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "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 **\$6,300.00** annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing **10/16/2013 TO 10/15/2014**, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

CONTRACTOR

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

Signature _____

Name: _____

Title: _____

Address _____

Email Address: _____

FEIN/SSN _____



EXHIBIT A

ALISO NIGUEL HIGH SCHOOL, Auto Shop (acct. # 713770):

| ITEM # | DISPOSAL DESCRIPTION | NOTES | UNIT PRICE | # OF ITEMS or # OF SERVICES | SUBTOTAL |
|--------|--------------------------|----------------|------------|-----------------------------|------------|
| 1 | VAT STYLE PARTS WASHER | \$328.00 + tax | \$410.95 | 4.3 | \$1,767.09 |
| 2 | USED ANTIFREEZE, PICK UP | | \$0.00 | 2 | \$0.00 |
| 3 | USED OIL, PICK UP | | \$0.00 | 2 | \$0.00 |
| 4 | USED OIL FILTERS, 55GL | | \$45.00 | 2 | \$90.00 |
| 5 | FUEL FEE | | \$19.43 | 10 | \$194.30 |
| TOTAL | | | | | \$2,051.39 |

ALISO NIGUEL HIGH SCHOOL, Photo Shop (acct. # 713770):

| ITEM # | DISPOSAL DESCRIPTION | NOTES | UNIT PRICE | # OF ITEMS or # OF SERVICES | SUBTOTAL |
|--------|----------------------|-------|------------|-----------------------------|----------|
| 1 | USED PHOTO FIXER | | \$160.00 | 3 | \$480.00 |
| 2 | FUEL FEE | | \$19.43 | 3 | \$58.29 |
| TOTAL | | | | | \$538.29 |



SAN CLEMENTE HIGH SCHOOL, Auto Shop (acct. # 2331623):

| ITEM # | DISPOSAL DESCRIPTION | NOTES | UNIT PRICE | # OF ITEMS or # OF SERVICES | SUBTOTAL |
|--------|--------------------------|----------------|------------|-----------------------------|------------|
| 1 | VAT STYLE PARTS WASHER | \$328.00 + tax | \$410.95 | 4.3 | \$1,767.09 |
| 2 | USED ANTIFREEZE, PICK UP | | \$0.00 | 2 | \$0.00 |
| 3 | USED OIL, PICK UP | | \$0.00 | 2 | \$0.00 |
| 4 | USED OIL FILTERS, 55GL | | \$45.00 | 2 | \$90.00 |
| 5 | FUEL FEE | | \$19.43 | 10 | \$194.30 |
| TOTAL | | | | | \$2,051.39 |

SAN CLEMENTE HIGH SCHOOL, Photo Shop (acct. # 2331623):

| ITEM # | DISPOSAL DESCRIPTION | NOTES | UNIT PRICE | # OF ITEMS or # OF SERVICES | SUBTOTAL |
|--------|----------------------|-------|------------|-----------------------------|----------|
| 1 | USED PHOTO FIXER | | \$160.00 | 3 | \$480.00 |
| 2 | FUEL FEE | | \$19.43 | 3 | \$58.29 |
| TOTAL | | | | | \$538.29 |



CAPISTRANO VALLEY HIGH SCHOOL, Photo Shop (acct. # 2859329):

| ITEM # | DISPOSAL DESCRIPTION | NOTES | UNIT PRICE | # OF ITEMS or # OF SERVICES | SUBTOTAL |
|-----------|----------------------|-------|---------------|--------------------------------------|----------|
| 1 | USED PHOTO FIXER | | \$160.00 | 3 | \$480.00 |
| 2 | FUEL FEE | | \$19.43 | 3 | \$58.29 |
| TOTAL | | | | | \$538.29 |



DANA HILLS HIGH SCHOOL, Photo Shop (acct. # 2331633):

| ITEM # | DISPOSAL DESCRIPTION | NOTES | UNIT PRICE | # OF ITEMS or # OF SERVICES | SUBTOTAL |
|--------|----------------------|-------|------------|-----------------------------|----------|
| 1 | USED PHOTO FIXER | | \$160.00 | 3 | \$480.00 |
| 2 | FUEL FEE | | \$19.43 | 3 | \$58.29 |
| TOTAL | | | | | \$538.29 |

Quote is valid for 7 days

Date _____

Customer Name _____

Customer Title _____

Customer Signature _____



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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 18 day of November 2013, by and between A-Z Bus Sales, Incorporated, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

The CONTRACTOR and the DISTRICT do hereby contract and agree as follows:

1. The Contractor shall furnish the District for an amount not to exceed \$ 29,035.60 the following:
Provide and install ten (10) security cameras in school buses.

2. The term of the Contract shall begin on Upon direction of Transportation Director and end Upon completion of work.
3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
4. Inspection shall be performed by the Director, Transportation Department or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

Field Service Agreement 1314136
Capistrano Unified School District

7. This Contract includes all Contract Documents as indicated below:

- ☒ W-9 Request for Taxpayer Identification Number and Certification
- ☒ Quote/Proposal, dated 11/5/2013 #17309
- ☒ Plans and Specifications/Scope of Work
- ☒ Worker's Compensation Certificate
- ☐ Purchase Order Number _____
- ☒ Liability Insurance Certificate
- ☒ Guarantee
- ☒ Certification by Contractor of Criminal Records Check
- ☐ Contractor's Certificate Regarding Non-Asbestos Containing Materials
- ☐ Payment Bond \$ _____
- ☐ Faithful Performance Bond \$ _____
- ☒ California State Contractor's License Number _____
- ☒ Drug-Free Workplace Certification
- ☒ Tobacco Use Policy
- ☒ Other Compliance with Safety Regulations

8. IN WITNESS WHEREOF, said parties have executed this Contract as of the date first written above.

CAPISTRANO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Terry Fluent
Print Name

Print Name

Director, Purchasing
Title

Title

Contractor's License No.

Tax ID/Social Security No.

(Corporate Seal, if Incorporated)

EXHIBIT A

COLTON
 BAR # AK 149907
 EPA #CAL000117830
 (800) 622-4440 • FAX (951) 684-8031



SACRAMENTO
 BAR #AK 180947
 EPA #CAL 000141674
 (800) 635-7491 • FAX (916) 391-1186

NOTE..
 PRICES SUBJECT TO
 CHANGE WITHOUT NOTICE

A-Z BUS SALES, INC. (COLTON)
 P.O. BOX 700/1900 S RIVERSIDE
 COLTON, CALIFORNIA 92324-0700
 (951) 781-7188

QUOTE # 17309

SHIP-TO...
 CAPISTRANO UNIFIED
 #2 B LIBERTY
 ORDERED BY MIKE PATTON
 ALISO VIEJO, CA 92656
 SHIP VIA UPS

C U S T O M E R Q U O T E
 -----FOR-----

ISSUED 11/05/13
 CUSTOMER CA600
 BRANCH 02
 CTRMAN # 485

CAPISTRANO UNIFIED
 ATTN:ACCOUNTS PAYABLE
 32972 CALLE PERFECTO
 SAN JUAN CAPISTRANO, CA 92675

PO MIKE PATTON

PAGE 1

| ITEM#/ DESCRIPTION | PRTID | LIST | QOO RETC | QBO TX | SHP | UNIT PRICE | EXTENDED AMOUNT |
|-------------------------------------|--------|---------|-------------|-----------|-----|---------------|--------------------|
| TS41P20H320G | *S201S | 1504.00 | 10 | 0 | 10 | 1128.00 | 11,280.00 |
| TROOPER TL4 | | | | | | | |
| CQ8XXA12 | *S201S | 356.00 | 10 | 0 | 10 | 245.00 | 2,450.00 |
| INTEGRATED IR DOME DAY/NIGHT CAMERA | | | | | | | |
| CQ8XXA20 | *S201S | 356.00 | 10 | 0 | 10 | 267.00 | 2,670.00 |
| INTEGRATED IR DOME DAY/NIGHT CAMERA | | | | | | | |
| CQ8XXA50 | *S201S | 406.00 | 10 | 0 | 10 | 304.50 | 3,045.00 |
| INTEGRATED IR DOME DAY/NIGHT CAMERA | | | | | | | |
| CQ8XXA75 | *S201S | 456.00 | 10 | 0 | 10 | 325.00 | 3,250.00 |
| INTEGRATED IR DOME DAY/NIGHT CAMERA | | | | | | | |
| FRT | | | | | 1 | 275.00 | 275.00 |
| SHIPPING | | | | N | | | |
| LABOR-P | | | | | 10 | 425.00 | 4,250.00 |
| INSTALLATION LABOR | | | | N | | | |
| SUBTOTAL | | | | | | | 27,220.00 |
| SALES TAX | | | | | | | 8.000% 1,815.60 |
| QUOTED TOTAL | | | | | | | 29,035.60 |

** THANKS FOR YOUR BUSINESS, PLEASE CALL US FOR ALL YOUR BUS PART NEEDS **
 //// "A 2 Z BUS PARTS" "THE BEST PLACE TO BUY BUS PARTS" ////
 !!THANK YOU FOR BEING A PART OF THE SAFEST TRANSPORTAION PROCESS IN THE WORLD!!

PR # 403804

m.miller@e-2bus.com

TERMS: TERMS NET 30. A 1.5% PER MONTH FINANCE CHARGE (18% PER ANNUM) WILL BE CHARGED ON ALL PAST DUE ACCOUNTS

DISCLAIMER OF WARRANTIES: Any warranties on the products sold hereby are those made by the manufacturer. The Seller A-Z Bus Sales, Inc. hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sales of said products; therefore, with respect to the seller, the product is sold "As Is" and the entire risk as to quality and performance of the product is with the buyer and/or manufacturer, and if the product proves defective after purchase, the buyer and/or manufacturer, not the seller, shall assume the entire cost of all necessary servicing or repair. **ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.**

RECEIVED BY

DATE



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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 18 day of November 2013, by and between Ultrasound Audio, Incorporated, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

The CONTRACTOR and the DISTRICT do hereby contract and agree as follows:

1. The Contractor shall furnish the District for an amount not to exceed \$ 57,459.78 the following:
Tesoro High School, Gymnasium: provide and install audio visual system.

2. The term of the Contract shall begin on Upon direction of Michael Hatcher, Activities Director and end Upon completion of work.
3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
4. Inspection shall be performed by the Michael Hatcher, Activities Director at Tesoro High School or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

Field Service Agreement 1314137
Capistrano Unified School District

7. This Contract includes all Contract Documents as indicated below:

- ☒ W-9 Request for Taxpayer Identification Number and Certification
- ☒ Quote/Proposal, dated 9/26/2103, #20970 & #20971
- ☒ Plans and Specifications/Scope of Work
- ☒ Worker's Compensation Certificate
- ☐ Purchase Order Number _____
- ☒ Liability Insurance Certificate
- ☒ Guarantee
- ☒ Certification by Contractor of Criminal Records Check
- ☐ Contractor's Certificate Regarding Non-Asbestos Containing Materials
- ☐ Payment Bond \$ _____
- ☐ Faithful Performance Bond \$ _____
- ☒ California State Contractor's License Number _____
- ☒ Drug-Free Workplace Certification
- ☒ Tobacco Use Policy
- ☒ Other **Compliance with Safety Regulations** _____

8. IN WITNESS WHEREOF, said parties have executed this Contract as of the date first written above.

CAPISTRANO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Terry Fluent
Print Name

Print Name

Director, Purchasing
Title

Title

Contractor's License No.

Tax ID/Social Security No.

(Corporate Seal, if Incorporated)

Estimate

Ultrasound Audio Inc
 675 N. Eckhoff St. Unit H
 Orange, Ca 92868
 877-438-8587 toll free
 714-638-2052 fax
 CA Lic# 942894

| Name/Address |
|--|
| Tesoro High School Marc Patterson 1 Tesoro Creek Rd. Las Flores, Ca 92688 |

| Date | Estimate No. | Project | Terms | REP |
|----------|--------------|---------|-------|-----|
| 09/26/13 | 20970 | | COD | TL |

| Item | Description | Quantity | Cost | Total |
|------------------|--|----------|----------|-----------|
| panasonic | Panasonic 6000 Lumen projector (no lens) | 2 | 3,182.00 | 6,364.00T |
| panasonic | 1.3 - 1.7 :1 fixed zoom lens for PT-EZ570 Series projectors | 2 | 1,994.90 | 3,989.80T |
| Dalite | Electric Screen (approx 12' X 16') 240" diagonal | 2 | 3,267.00 | 6,534.00T |
| ChiefMFG | Extra Large Security Cage in White | 2 | 619.00 | 1,238.00T |
| ChiefMFG | Projector Mount Kit | 2 | 537.65 | 1,075.30T |
| HWLLRMT-us | In-wall remote control system for projector | 2 | 279.00 | 558.00T |
| Misc | Hall Research HDMI over UTP reciever and sender kit | 1 | 375.00 | 375.00T |
| Misc | Hall Research Active HDMI Wall input Plate | 1 | 189.00 | 189.00T |
| Misc | Hall Research HDMI Splitter 1 X 2 | 1 | 328.00 | 328.00T |
| Misc | CAT6 Cable (per 1000' Roll) | 1 | 350.00 | 350.00T |
| Misc | Kramer Video presentation scaler/switcher for installed rack | 1 | 1,710.00 | 1,710.00T |
| Misc | Misc parts - conduit, wire, etc... | 1 | 1,950.00 | 1,950.00T |
| Setup & Delivery | Setup & Delivery - includes installation of projectors on structural beams w/ security cages, installation of electric screens on walls, installation of conduit to projectors and screens for electrical and video feeds, installation of keypads for projectors,, installation of CAT6 cable to both projectors for HDMI signal, and training customer on use of system. | 1 | 4,300.00 | 4,300.00 |
| liftrental | 27' scissor lift rental per week (2 needed for job) | 2 | 750.00 | 1,500.00 |
| Misc | Middle Atlantic Perferated Metal rack door | 1 | 420.00 | 420.00T |
| DVD-01U | Tascam DVD-01U | 1 | 399.00 | 399.00T |

We look forward to doing business with you. Estimate valid for 30 days.

Total

Estimate

Ultrasound Audio Inc
675 N. Eckhoff St. Unit H
Orange, Ca 92868
877-438-8587 toll free
714-638-2052 fax
CA Lic# 942894

| Name/Address |
|--|
| Tesoro High School Marc Patterson 1 Tesoro Creek Rd. Las Flores, Ca 92688 |

| Date | Estimate No. | Project | Terms | REP |
|----------|--------------|---------|-------|-----|
| 09/26/13 | 20970 | | COD | TL |

| Item | Description | Quantity | Cost | Total |
|---|--|----------|--------|-------------|
| Misc | Custom Silk Screened connection panel for Video inputs | 1 | 250.00 | 250.00T |
| | Sales Tax | | 8.00% | 2,058.41 |
| We look forward to doing business with you. Estimate valid for 30 days. | | | Total | \$33,588.51 |

Ultrasound Audio Inc
 675 N. Eckhoff St. Unit H
 Orange, Ca 92868
 877-438-8587 toll free
 714-638-2052 fax
 CA Lic# 942894

Estimate

| Name/Address |
|--|
| Tesoro High School Marc Patterson 1 Tesoro Creek Rd. Las Flores, Ca 92688 |

| Date | Estimate No. | Project | Terms | REP |
|----------|--------------|---------|-------|-----|
| 09/26/13 | 20971 | | COD | TL |

| Item | Description | Quantity | Cost | Total |
|--------------|--|----------|----------|-----------|
| ZX5-90B | ***Installed Sound Equipment in Gymnasium*** EV 600-WATT, 15" TWO-WAY LOUDSPEAKER SYSTEM, BI-AMP OR PASSIVE, 90 X 50 HORN, NEUTRIK SPEAKON, BLACK | 4 | 1,281.00 | 5,124.00T |
| MB5 | EV Wall Mount for ZX5 Speakers | 4 | 251.00 | 1,004.00T |
| SX300pi-us | Compact two-way 12-inch system with 300 watts continuous, 1,200 watts peak power handling. Delivers over 125 dB continuous, 131 dB peak at full power (at 1 m) | 2 | 785.00 | 1,570.00T |
| Mb200us | Wall/ceiling bracket U-bracket kit for Sb122, Sx100+, Sx300, SxA100+ or SxA360 | 2 | 92.00 | 184.00T |
| CROWN | XTI4002 Professional Power Amp | 2 | 999.00 | 1,998.00T |
| CROWN | XTI2002 Professional Power Amp | 1 | 699.00 | 699.00T |
| DriverackPA+ | DBX Driverack PA+ System Controler | 2 | 473.00 | 946.00T |
| MLM103us | The Rane MLM 103 Mic/Line mixer features six balanced, studio-grade microphone inputs and two balanced, stereo line-level inputs. | 1 | 999.00 | 999.00T |
| PDS-2X315R | Furman dual 15amp Sequencing power conditioner | 1 | 649.98 | 649.98T |
| | ***Portable Rack Equipment*** | | | |
| ma-16uadw | 16 Space Equipment rack w/ Wheels | 1 | 535.00 | 535.00T |
| MLM-82a | Rane mic/line one space mixer | 1 | 525.00 | 525.00T |
| Furman-us | Furman rack-mounted power conditioner | 1 | 189.00 | 189.00T |
| ATW-3141b | ATW-R3100b receiver and ATW-T341b handheld cardioid dynamic microphone/transmitter. 1001 selectable channels | 2 | 495.00 | 990.00T |
| UD3 | 3 space rack drawer | 1 | 128.00 | 128.00T |
| CD500 | Tascam CD500 Professional CD Player with Pitch | 1 | 475.00 | 475.00T |

We look forward to doing business with you. Estimate valid for 30 days.

Total

Ultrasound Audio Inc
 675 N. Eckhoff St. Unit H
 Orange, Ca 92868
 877-438-8587 toll free
 714-638-2052 fax
 CA Lic# 942894

Estimate

| Name/Address |
|--|
| Tesoro High School Marc Patterson 1 Tesoro Creek Rd. Las Flores, Ca 92688 |

| Date | Estimate No. | Project | Terms | REP |
|----------|--------------|---------|-------|-----|
| 09/26/13 | 20971 | | COD | TL |

| Item | Description | Quantity | Cost | Total |
|---|--|----------|----------|-------------|
| custom | Silkscreen Input/output rack panel | 1 | 225.00 | 225.00T |
| ES-58 S | ES-58 Hardwire microphone w/ ON/OFF switch & clip | 2 | 59.95 | 119.90T |
| MICSTND | Professional Mic Stand w/quick release clutch handle | 2 | 49.00 | 98.00T |
| XLR-50 us | Pro grade 50' XLR cable | 3 | 39.00 | 117.00T |
| ACpower | Black 50' 14Gauge Extention cord | 1 | 49.00 | 49.00T |
| Misc | 14G Professional Speaker Cable (1000') roll | 1 | 680.00 | 680.00T |
| Misc | Misc parts - conduit, wire, etc... | 1 | 1,350.00 | 1,350.00T |
| Setup & Delivery | Setup & Delivery | 1 | 2,800.00 | 2,800.00T |
| liftrental | 27' scissor lift rental per day (2 needed per day) | 4 | 175.00 | 700.00 |
| | Sales Tax | | 8.00% | 1,716.39 |
| We look forward to doing business with you. Estimate valid for 30 days. | | | Total | \$23,871.27 |



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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 6 day of December 2013, by and between P.A. Thompson Engineering Company, Incorporated dba Thompson Engineering, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

The CONTRACTOR and the DISTRICT do hereby contract and agree as follows:

1. The Contractor shall furnish the District for an amount not to exceed \$ 42,606.57 the following:
Tesoro High School - provide labor and material to replace the existing clock system with a new Rauland Wireless Master Clock System
2. The term of the Contract shall begin on Per direction of M&O Department and end Upon Completion of Work.
3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
4. Inspection shall be performed by the Director, Maintenance & Operations or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

Field Service Agreement 1314143
Capistrano Unified School District

7. This Contract includes all Contract Documents as indicated below:

- ☐ W-9 Request for Taxpayer Identification Number and Certification
- ☒ Quote/Proposal, dated 12/5/2013
- ☐ Plans and Specifications/Scope of Work
- ☐ Worker's Compensation Certificate
- ☐ Purchase Order Number _____
- ☒ Liability Insurance Certificate
- ☒ Guarantee
- ☐ Certification by Contractor of Criminal Records Check
- ☐ Contractor's Certificate Regarding Non-Asbestos Containing Materials
- ☐ Payment Bond \$ _____
- ☐ Faithful Performance Bond \$ _____
- ☐ California State Contractor's License Number _____
- ☐ Drug-Free Workplace Certification
- ☐ Tobacco Use Policy
- ☐ Other _____

8. IN WITNESS WHEREOF, said parties have executed this Contract as of the date first written above.

CAPISTRANO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Terry Fluent
Print Name

Print Name

Director, Purchasing
Title

Title

Contractor's License No.

Tax ID/Social Security No.

(Corporate Seal, if Incorporated)

**PROPOSAL #RE13-590A**

Tesoro High School
Clock System Replacement

CA State Lic No 00665844

December 5, 2013

Proposal Submitted To:

Mr. Dan Whitaker
Capistrano Unified School District
32972 Calle Perfecto
San Juan Capistrano, CA 92675
Phone 949-234-9539
dtwhitaker@capousd.org

Project Name:

Clock System Replacement

Project Location:

Tesoro High School

SCOPE OF WORK:

The work, labor, equipment and materials included within the scope of this proposal and any contract resulting from the acceptance of this proposal, are limited to the following items:

OPTION 1: RAULAND WIRELESS CLOCK SYSTEM

| QTY. | MANUFACTURER | MODEL NO. | DESCRIPTION |
|------|--------------|------------|-------------------------------------|
| 160 | Rauland Borg | WCA1312B | 13IN Wireless Analog 12HR Clock Bat |
| 1 | Rauland Borg | WCLFCCNP10 | FCC License - Non-Profit (10 Year) |
| 3 | Rauland Borg | WCTRWS | Shelf for Transmitter /Receiver |
| 1 | Rauland Borg | WCXATRAN | Wireless Transmitter |
| 2 | Rauland Borg | WCXREPEAT | Wireless Repeater |
| 1 | Rauland Borg | WCXRVRNTP | NTP Receiver |
| 14 | Grainger | 5LE21 | Battery, Alkaline, D Size, Pk 12 |

| | |
|---------------------|--------------------|
| MATERIAL: | \$33,894.97 |
| LABOR: | \$6,000.00 |
| SALES TAX: | \$2,711.60 |
| TOTAL PRICE: | \$42,606.57 |

Project Summary:

Thompson Engineering Company (TEC) will provide labor and material to replace the existing clock system with a new Rauland wireless master clock system at Tesoro High School. The Rauland transceiver device will be installed in the best location to support the secondary clocks. This wireless system will be integrated to the District's time server via NTP. TEC will require a data drop to be supplied for NTP time synchronization purposes. TEC will install one hundred sixty (160) secondary clocks in the classrooms and common areas, as directed by Tesoro High School staff. Each wireless clock will be tested to ensure that it is receiving the proper signal strength. TEC will also install two (2) wireless repeaters for the system. The system will be tested to ensure proper functionality.



PROPOSAL #RE13-590A

Tesoro High School
Clock System Replacement

ADDITIONAL NOTES:

1. Installed as specified to AC power cable and outlets, 3/4" plywood backboards, terminal cabinets, standard electrical back boxes, conduit systems, and sleeves provided and installed by others as specified by P A Thompson Engineering Company, Inc.
2. This price does not include cable support hooks (J-Hooks) unless specifically stated below.
3. Price excludes any required Fire-stopping applications, materials, devices, caulking, or sleeves.
4. Price excludes any demolition, patching, or repair unless otherwise noted.
5. If any cabling is to be run open in the attic space, this proposal assumes that we will have unrestricted access to the attic space. If the ceiling tile and/or ceiling tile grid are installed before the associated conduit systems and sleeves are completed and before we are directed to proceed with the installation of the cabling, there will be an additional charge to cover our increased labor costs.
6. Price excludes any and all permit fees.
7. Quoted price does include Sales Tax.
8. If payment is made by credit card, a fee of 3% of the quoted price will be charged.
9. Quoted price does not include Performance and Payment Bond: add 1.7% to the quoted price if Performance and Payment Bond is required.
10. Thompson Engineering does not routinely provide a CG20101185 insurance endorsement. If one is required there will be an additional charge of \$1,000.00.
11. Thompson Engineering maintains general liability insurance with a \$2M general aggregate limit. If additional coverage is required for this project, there will be an additional cost.
12. If Thompson Engineering is required to provide Professional Liability insurance for this project, there will be an additional cost.
13. This proposal does not anticipate that an Owner Controlled Insurance Program will be in effect for this project. If an OCIP is in place or is put in place for the job, there will be an additional cost to cover the administrative costs which Thompson Engineering will incur for the OCIP enrollment, reporting, and record keeping.
14. Quoted price does not include product submittals and/or shop drawings.
15. Quoted price includes one (1) partial floor plan indicating Delta changes.
16. Quoted price includes any manufacturer-generated O&M manuals that accompany ordered equipment.
17. Thompson Engineering will test all equipment installed within the scope of work of this proposal for proper functionality prior to turnover.

**CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OF OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING THE CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS STATE LICENSE BOARD
P.O. BOX 26000 SACRAMENTO, CALIFORNIA 95826**



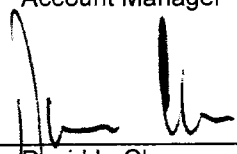
PROPOSAL #RE13-590A

Tesoro High School
Clock System Replacement

P A Thompson Engineering Company, Inc., Hereby Proposes to furnish the above specified work, labor, equipment and materials for the sum of: **Forty Two Thousand Six Hundred Six Dollars and 57/100 \$42,606.57**. Additional terms and conditions are as set forth on page 4 of this proposal. This proposal shall be deemed withdrawn thirty (30) days after the date first specified on page 1, unless a duly authorized signed acceptance is delivered and actually received by P A Thompson Engineering Company, Inc., prior to the expiration of said thirty (30) day period.

P A THOMPSON ENGINEERING COMPANY, INC.

By: 
Richard J. Erskine
Account Manager – Instructional Technology

By: 
David L. Chan
Sales Manager

ACCEPTANCE OF PROPOSAL

(BEFORE THIS PROPOSAL CAN BE CONSIDERED ACCEPTED,
ALL FOUR PAGES MUST BE FAXED OR MAILED BACK TO THOMPSON ENGINEERING)

The above price and scope of work are hereby accepted. In accepting this proposal, the undersigned acknowledges and agrees that the terms and conditions set forth on page 4 of this proposal are part of the terms hereof and the contract resulting from acceptance of this proposal.

Date of Acceptance: _____

Signature of Authorized Representative



PROPOSAL #RE13-590A

Tesoro High School
Clock System Replacement

Additional Terms and Conditions

1. **PAYMENT OBLIGATIONS** - Payment shall be made to P A Thompson Engineering Company, Inc. ("PATECO"), on a monthly basis. Each monthly payment shall be equal to 90% of the value of the work in place on the last day of the calendar month covered by the billing from PATECO. Monthly progress payments shall be made to PATECO within 30 days after the date of its billing for the progress payment in question. Final payment, including all withheld retention, shall be paid to PATECO on the earlier of (a) the date a corresponding final payment is paid by the owner or general contractor to the party accepting this proposal, or (b) the date of commissioning or activation of any equipment supplied or installed by PATECO sufficient to obtain a certificate of occupancy for the building or buildings in question.
2. **REMEDIES FOR BREACH** - In the event of breach of this agreement, the non-defaulting party shall be entitled to the following remedies, which are in addition to any other remedy to which it may be entitled, in law or in equity, that is not inconsistent with the remedies set forth herein:
 - a. **Breach of Payment Obligation** - In the event PATECO is not paid in accordance with the provisions of this agreement, PATECO shall have the right to cease work on the project in question and to withhold delivery of all materials until such time as the payments due under the terms of this agreement are made current. In the event final payment is due on the date of commissioning or activation of any equipment supplied or installed by PATECO, PATECO shall be entitled to demand reasonable assurances from the party accepting this proposal that payment shall be made on the date of such commissioning or activation. Any past due balance owed to PATECO shall accrue interest at the rate of 10% per annum, until paid.
 - b. **Breach of Performance Obligation** - In the event the party accepting this proposal believes PATECO has breached its obligations under the terms of this agreement, it shall give written notice to PATECO of the alleged breach by PATECO and demand PATECO cure the same within ten (10) days after its receipt of such notice. Said notice shall be sent via facsimile transmission or via U.S. certified mail, return receipt requested, to the address or phone number set forth for PATECO in this agreement. In the event the party accepting this agreement does not give notice of an alleged breach within fifteen (15) days of the date said party knew or should have known of the facts and circumstances giving rise to such claim of breach by PATECO, any claim against PATECO resulting from such facts or circumstances shall be deemed waived.
 - c. **Cancellation Fee** - In the event construction of the project identified on the first page of this agreement is canceled, the party accepting this proposal shall be liable for all costs incurred by PATECO in reliance upon acceptance of this proposal, including but not limited to all restocking fees assessed to PATECO by third parties, plus PATECO's anticipated profits pro-rated to the proportion of work completed under this agreement as of the date of cancellation.
 - d. **Attorneys' Fees** - In the event of any litigation or arbitration between the parties to this agreement, the successful or prevailing party shall be entitled to an award of reasonable attorneys' fees in addition to any other relief to which that party may be entitled.
3. **WARRANTIES AND LIMITATIONS** - PATECO warrants that the materials and equipment supplied by it are new, unless otherwise stated herein, and are installed in a good and workmanlike manner. Except as is otherwise expressly stated herein, PATECO does not make any warranty, express or implied, concerning the work, labor, equipment or materials provided by it under the terms of this agreement, and expressly disclaims any warranty of merchantability or fitness for any particular use. Furthermore, once PATECO has provided all or any portion of the work, labor and/or materials required under this proposal/agreement, the risk of loss, damage and/or theft of such work, labor and/or materials transfers to the party accepting this proposal/agreement as of the date such work, labor and/or materials is put in place or otherwise stored on the project site. Any action for breach of warranty must be filed in a court of competent jurisdiction within one (1) year of the date of completion of PATECO's work under this agreement.
4. **SCHEDULING** - The work required of PATECO under this agreement shall be performed in accordance with the terms of a written schedule mutually acceptable to the parties hereto, which acceptance shall be manifest by countersigning copies of said written schedule. In the absence of a mutually agreed upon written schedule, PATECO shall perform its obligations within a reasonable time using a standard size crew working regular work hours. Once it commences work, PATECO shall be provided access to the project such as will permit it to complete its work, without interruption, delay or re-mobilization. Under no circumstances shall PATECO be responsible for delay damages or other losses or consequential damages resulting from delay on its part.
5. **INDEMNIFICATION** - The party accepting this proposal shall indemnify, defend, and hold PATECO, and its officers, directors and employees, harmless from and against any and all claims, demands, liabilities and losses, of every nature whatsoever, arising out of or relating to the project identified in this agreement and/or the work of PATECO thereon, except insofar as such claim, demand, liability or loss is attributable to the sole negligence of, or breach of this agreement by, PATECO.
6. **INTEGRATED AGREEMENT** - This proposal, if accepted, shall be the final written expression of the agreement between the parties concerning all work, labor, equipment and/or materials to be supplied by PATECO to the project in question. This agreement can only be modified by a subsequent written agreement signed by both parties. PATECO shall be under no obligation to provide any work, labor, equipment or materials beyond that described herein, unless the same is pursuant to a written agreement between the parties concerning such work.

**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213171**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

STRATEGIES FOR SUCCESS

The Independent Contractor Agreement ICA 1213171 with Capistrano Unified School District and Strategies for Success, called for an original contract period of January 24, 2013 through January 23, 2014.

The contract with Capistrano Unified School District and Strategies for Success, shall be extended an additional twelve (12) months, covering the period January 24, 2014 through January 23, 2015, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$9,000.00.

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

Capistrano Unified School District

Strategies for Success

By: _____
Signature

By: _____
Signature

Terry Fluent
Print name

Print Name

Director, Purchasing
Title

Title

Date: _____

Date: _____

Strategies for Success

Fee Schedule

Academic Coaching and Tutoring Program (ACTP)

- Initial interview— Winter Special! \$45
- Academic and Learning Skills Profile & Follow-up Meeting—\$475
- ACTP sessions—\$55
- Classroom observation—\$85 per observation
- Teacher consultation
 - Onsite at your child's school—\$85 per hour
 - Phone consultation—first 15 minutes free; \$25 per half hour thereafter
- Home visit—\$85 per hour

Social Skills Training Programs

- Initial interview—Winter Special! \$45
- Social Skills R.E.D. Evaluation & Recommendations—\$225
- Individual Social Skills Training Sessions—\$85
 - Package #1 (6 sessions)—\$470 (8% discount)
 - Package #2 (10 sessions)—\$765 (10% discount)
 - Package #3 (14 sessions)—\$1047 (12% discount)
- “Real World” observation—\$85 per hour
- Teacher consultation
 - Onsite at your child's school—\$85 per hour
 - Phone consultation—first 15 minutes free; \$25 per half hour thereafter
- Social Skills Classes—\$325 (6 week class)
- Immersion instruction (ABC Program)—Fee to be determined based upon scheduling

Parenting Education

- Initial interview—\$85
- Sessions—\$85
 - Package #1 (4 sessions)—\$323 (5% discount)
 - Package #2 (8 sessions)—\$612 (10% discount)
- Comprehensive Parent Plan Manual & Two Parent Education Sessions--\$425
- Home visit—\$85 per hour
- Immersion instruction (ABC Program)—Fee to be determined based upon scheduling

Community Education

- Seminar, in-service training, and class options available. Please contact Rebecca Romo for further information.

***Methods of payment accepted: cash or check**

Rebecca Romo—Strategies for Success
(949) 606-6092
strategiesforsuccess@cox.net www.learnnewstrategies.com



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of January 24, 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").

STRATEGIES FOR SUCCESS

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 \$6215.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 1/24/13-1/23/14 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluett
 Name: Terry Fluett
 Title: Director, Purchasing
 Board Approval Date: 1/23/13

CONTRACTOR

Signature: Rebecca Romo
 Name: Strategies for Success - Rebecca Romo
 Title: Owner
 Address: 25976 Domingo Avenue
Capistrano Beach, Ca 92624
 Email Address: Strategiesforsuccess@cox.net
 FEIN/SSN: 552-81-7934

Strategies for Success

Fee Schedule

Academic Coaching and Tutoring Program (ACTP)

- Initial interview— Winter Special! \$45
- Academic and Learning Skills Profile & Follow-up Meeting—\$475
- ACTP sessions—\$55
- Classroom observation—\$85 per observation
- Teacher consultation
 - Onsite at your child's school—\$85 per hour
 - Phone consultation—first 15 minutes free; \$25 per half hour thereafter
- Home visit—\$85 per hour

Social Skills Training Programs

- Initial interview—Winter Special! \$45
- Social Skills R.E.D. Evaluation & Recommendations—\$225
- Individual Social Skills Training Sessions—\$85
 - Package #1 (6 sessions)—\$470 (8% discount)
 - Package #2 (10 sessions)—\$765 (10% discount)
 - Package #3 (14 sessions)—\$1047 (12% discount)
- “Real World” observation—\$85 per hour
- Teacher consultation
 - Onsite at your child's school—\$85 per hour
 - Phone consultation—first 15 minutes free; \$25 per half hour thereafter
- Social Skills Classes—\$325 (6 week class)
- Immersion instruction (ABC Program)—Fee to be determined based upon scheduling

Parenting Education

- Initial interview—\$85
- Sessions—\$85
 - Package #1 (4 sessions)—\$323 (5% discount)
 - Package #2 (8 sessions)—\$612 (10% discount)
- Comprehensive Parent Plan Manual & Two Parent Education Sessions--\$425
- Home visit—\$85 per hour
- Immersion instruction (ABC Program)—Fee to be determined based upon scheduling

Community Education

- Seminar, in-service training, and class options available. Please contact Rebecca Romo for further information.

***Methods of payment accepted: cash or check**

Rebecca Romo—Strategies for Success
(949) 606-6092
strategiesforsuccess@cox.net www.learnnewstrategies.com

**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213172**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

CHANCY AND BRUCE EDUCATIONAL RESOURCES, INCORPORATED

The Independent Contractor Agreement ICA 1213172 with Capistrano Unified School District and Chancy and Bruce Educational Resources, Incorporated, called for an original contract period of January 24, 2013 through January 23, 2014.

The contract with Capistrano Unified School District and Chancy and Bruce Educational Resources, Incorporated, shall be extended an additional twelve (12) months, covering the period January 24, 2014 through January 23, 2015, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$950.00.

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

Capistrano Unified School District

**Chancy and Bruce Educational
Resources, Incorporated**

By: _____

Signature

By: _____

Signature

Terry Fluent

Print name

Print Name

Director, Purchasing

Title

Title

Date: _____

Date: _____

CHANCY AND BRUCE EDUCATIONAL RESOURCES, INC.



FEE SCHEDULE

Chancy and Bruce Educational Resources, Inc.

Bonnie J. Bruce, MEd.

9163 Caladium Ave.

Fountain Valley, CA 92708

714-841-1257, #2

714-841-7088

bbruce1257@aol.com

School Readiness Workshop

Subjects to be covered include: The Developmental Process for Learning, Milestones for Learning in Young Children, and Curriculum for the Curious Brain.

Rate of Pay and Expenses: \$150.00 -Includes all handouts

Employer Identification Number: 33 0145544

Signature Bonnie J. Bruce Date Dec. 1, 2012

Printed Name Bonnie J. Bruce

CHANCY AND BRUCE EDUCATIONAL RESOURCES, INC.

16168 Beach Blvd., Suite #261

Huntington Beach, CA 92647

714-841-1257 FAX: 714-841-7088



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of January 24, 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").

CHANCY AND BRUCE EDUCATIONAL RESOURCES, 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 \$150.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 1/24/13-1/23/14 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

CONTRACTOR

By: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 1/23/13

Signature: Bonnie J. Bruce

Name: Bonnie J. Bruce

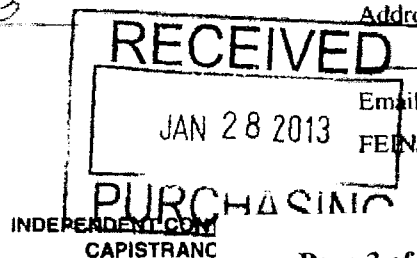
Title: Owner, Chancy and Bruce Educational Resources, Inc.

Address: 9163 Caladium Ave.

Fountain Valley, CA 92708

Email Address: bbruce1257@aol.com

FED/SSN: 33 0145544



CHANCY AND BRUCE EDUCATIONAL RESOURCES, INC.



FEE SCHEDULE

Chancy and Bruce Educational Resources, Inc.
Bonnie J. Bruce, MEd.
9163 Caladium Ave.
Fountain Valley, CA 92708
714-841-1257, #2
714-841-7088
bbruce1257@aol.com

School Readiness Workshop

Subjects to be covered include: The Developmental Process for Learning,
Milestones for Learning in Young Children, and Curriculum for the Curious Brain.

Rate of Pay and Expenses: \$150.00 -Includes all handouts
Employer Identification Number: 33 0145544

Signature Bonnie J. Bruce Date Dec. 1, 2012

Printed Name Bonnie J. Bruce

CHANCY AND BRUCE EDUCATIONAL RESOURCES, INC.
16168 Beach Blvd., Suite #261
Huntington Beach, CA 92647
714-841-1257 FAX: 714-841-7088
www.chancyandbruce.com

**AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213172**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

CHANCY AND BRUCE EDUCATIONAL RESOURCES, INCORPORATED

Independent Contractor Agreement No. ICA 1213172 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Independent contractor Agreement No. ICA 1213172 shall be amended to \$950 for additional services requested by the District as shown in Exhibit A.

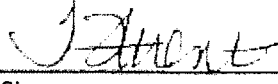
Except as set forth in this Amendment, and Board approved on January 23, 2013, all other terms of the contract remain in full force and effect.

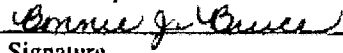
DISTRICT

CONSULTANT

Capistrano Unified School District

**Chancy and Bruce Educational
Resources, Incorporated**

By: 
Signature

By: 
Signature

Terry Fluent

Bonnie J. Bruce
Print Name

Director, Purchasing

Owner / Director
Title

Date: 10/14/13

Date: 9/24/2013

CHANCY AND BRUCE EDUCATIONAL RESOURCES, INC.
16168 Beach Blvd. #261
Huntington Beach, CA 92647
714-841-1257
www.chancyandbruce.com

PROPOSAL
TRANSITIONAL KINDERGARTEN CONFERENCE/IN-SERVICE TRAINING
November 15, 2013 (TK Conference)
January 28, 2014 (In-Service)

DATE: November 15, 2013
TIME: Keynote Speech – 1 hour
Breakout Sessions – 2 hours

DATE: January 28, 2014
TIME: TK – 1 hour
Pre-School – 1 hour

COST PER SESSION (includes all handouts) - \$150.00

**TOTAL COST: \$750.00 –(NOT TO EXCEED \$800.00) TO BE INVOICED AT THE
END OF CONFERENCE/IN-SERVICE**

WORKSHOP PRESENTER: Chancy and Bruce Educational Resources, Inc.
Bonnie J. Bruce, MEd.
Owner/Director
Developmental Learning Specialist

Employer Identification Number: 33 0145544

Chancy and Bruce was incorporated in 1984 as a unique service to help parents and educators understand the developmental process for learning, as well as the importance of making good decisions regarding school readiness. We specialize in developmental assessment of children, parent education, staff development, and prescriptive teaching. Longitudinal Research is conducted continuously in the validation of Developmental Milestones in children and appropriate

recommendations given to parents and educators. To date, Chancy and Bruce has as conducted over 278,000 screenings. For additional information please visit our website at www.chancyandbruce.com

**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213173**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

JUDY LEMM CONSULTING

The Independent Contractor Agreement ICA 1213173 with Capistrano Unified School District and Judy Lemm Consulting, called for an original contract period of January 24, 2013 through January 23, 2014.

The contract with Capistrano Unified School District and Chancy and Judy Lemm Consulting, shall be extended an additional twelve (12) months, covering the period January 24, 2014 through January 23, 2015, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$5,000.00.

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

Capistrano Unified School District

Judy Lemm Consulting

By: _____
Signature

By: _____
Signature

Terry Fluent
Print name

Print Name

Director, Purchasing
Title

Title

Date: _____

Date: _____

EXHIBIT A
FEE SCHEDULE

Judy Lemm Consulting
Judy Lemm
5681 Laramie Way
San Diego, CA 92120
619-582-7639 Phone
619-269-5943 Fax
judylemm@cox.net

Supporting and Facilitating Interactive Process Accommodation Meetings as needed for
CUSD Staff

\$600.00 Flat Rate Per Meeting

Flat rate includes 1.5 hour preparation/report, 1 hour meeting, 1 hour travel . Services
outside these limits are charged @ \$175.00 per hour

It is very important to include either an hourly or daily rate of pay.

*This is necessary to determine partial payment in the event services cannot be
completed.*

Signature Judy K. Lemm Date 3-4-2013

Typed or Printed Name Judy Lemm



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of January 24, 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").

JUDY LEMM CONSULTING

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 \$5,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 1/24/13-1/23/14 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluett
 Name: Terry Fluett
 Title: Director, Purchasing
 Board Approval Date: 1/23/13

CONTRACTOR

Signature: Judy K. Lemm
 Name: Judy K. Lemm
 Title: OWNER - CONSULTANT
 Address: 5681 LARAMIE WAY
SAN DIEGO, CA 92120
 Email Address: JudyLemm@cox.net
 FEIN/SSN: 26-4155884

EXHIBIT A
FEE SCHEDULE

Judy Lemm Consulting
Judy Lemm
5681 Laramie Way
San Diego, CA 92120
619-582-7639 Phone
619-269-5943 Fax
judylemm@cox.net

Supporting and Facilitating Interactive Process Accommodation Meetings as needed for
CUSD Staff

\$600.00 Flat Rate Per Meeting

Flat rate includes 1.5 hour preparation/report, 1 hour meeting, 1 hour travel . Services
outside these limits are charged @ \$175.00 per hour

It is very important to include either an hourly or daily rate of pay.

*This is necessary to determine partial payment in the event services cannot be
completed.*

Signature Judy K. Lemm Date 3-4-2013

Typed or Printed Name Judy Lemm

**AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213157**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SUNBELT STAFFING, LLC

Independent Contractor Agreement ICA 1213157 called for services to be rendered at the rates shown in the agreement.

The contract with Sunbelt Staffing, LLC shall be increased to \$30,000 and amended to reflect the new rates as shown in Exhibit A to this amendment effective December 2, 2013.

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

DISTRICT

CONSULTANT

Capistrano Unified School District

Sunbelt Staffing, LLC.

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

EXHIBIT A

FEE SCHEDULE

Sunbelt Staffing, LLC
3687 Tampa Road, Suite 200
Oldsmar, FL 34677-3613
(866)314-9240

Remit to: P O Box 1024640
Atlanta, GA 30368-4640
(800)659-1522

Speech Language Pathologist - \$73.00 per hour
Speech Language Pathologist Assistant \$55.00 per hour

Mileage: If assignment involves providing services at more than one facility, travel time between facilities will be billed at the regular hourly rate. Mileage between facilities will be billed at the current IRS reimbursement rate.

By: _____

Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 10-25-12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

SUNBELT STAFFING, LLC

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$33,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this base Agreement is for one year commencing 10/08/12-10/07/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 10/24/12

CONTRACTOR

Signature: Jena Zander

Name: Jena Zander

Title: Director of Administration

Address: 3687 Tampa Road, Suite 200

Oldsmar, FL 34677

Email Address: jena.zander@sunbeltstaffing.com

FEIN/SSN: 59-3675910

CLIENT REPRESENTATIVE: Laura Hanaford EMAIL OR FAX: lhanaford@capousd.org

This Assignment Confirmation is entered into on **November 9, 2012** and supplements the Client Services Agreement between **Capistrano Unified School District** and Sunbelt.

Janice Barker, hereinafter referred to as HCP, has been placed with Client and is scheduled to begin work for Client on **October 15, 2012** and complete assignment **January 7, 2013**. *Approved scheduled time off will be November 8, 2012 through November 14, 2012*

Assignment Details

Client will pay Sunbelt for hours worked by HCP on the following terms:

Position: Speech and Language Pathologist, SLP-CCC
 Schedule: Monday – Friday following the school schedule
 Bill Rate: \$ 75.00 – Per Independent Contractor Agreement, billing shall not exceed value of Purchase Order.
 Minimum Hours: 37.5 Guaranteed per Week
 Overtime Rate: 1.5 times Bill Rate
 Holiday Rate: 1.5 times Service Rate. Observed holidays include: New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.
 Expenses: HCP Expenses INCLUDED in Bill Rate plus a one-time relocation fee of \$400.
 Miscellaneous: Sales tax will be added to professional fees if required by state law and client is not a tax exempt entity.

District Schools to which HCP will be assigned:

Client to complete or approve information as printed.

| | | | |
|-----------|-------|-------------------|-------|
| School 1: | _____ | Phone: | _____ |
| Address: | _____ | City, State, Zip: | _____ |
| School 2: | _____ | Phone: | _____ |
| Address: | _____ | City, State, Zip: | _____ |
| School 3: | _____ | Phone: | _____ |
| Address: | _____ | City, State, Zip: | _____ |
| School 4: | _____ | Phone: | _____ |
| Address: | _____ | City, State, Zip: | _____ |
| School 5: | _____ | Phone: | _____ |
| Address: | _____ | City, State, Zip: | _____ |

If Sunbelt HCP should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred.

Client Signature

Client Printed

Client Title

Date


Sunbelt Staffing Signature

Jena Zander

Sunbelt Staffing Printed Name

Director of Administration

Sunbelt Staffing Title

11/9/2012

Date

Please return via fax to 800-348-4503 or via email to your Sunbelt Account Executive.

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213157**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SUNBELT STAFFING, LLC.

Professional Services Agreement No. PSA 1213157 called for services to be rendered at the rates shown in the agreement.

The Professional Services Agreement No. PSA 1213157 shall be changed to an Independent Contractor Agreement No. ICA 1213157, incorporating all general conditions of the new contract.


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

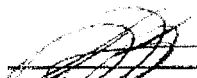
DISTRICT

CONSULTANT

Capistrano Unified School District

Sunbelt Staffing, LLC.

By: 
Signature

By: 
Signature

Terry Fluent

Terry Zander
Print Name

Director, Purchasing

Dir of Admin
Title

Date: 2/12/13

Date: 01/30/2013



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of 10-25-12 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

SUNBELT STAFFING, LLC

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$33,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this base Agreement is for one year commencing 10/08/12-10/07/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONSULTANT

Signature: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

FEIN/SSN: _____

1

Professional Services Agreement PSA 1213157
Capistrano Unified School District

EXHIBIT A

FEE SCHEDULE

Sunbelt Staffing, LLC
3687 Tampa Road, Suite 200
Oldsmar, FL 34677-3613
(866)314-9240

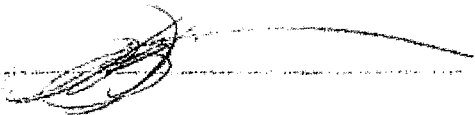
Remit to: P O Box 1024640
Atlanta, GA 30368-4640
(800)659-1522

Speech Language Pathologist - \$75.00 per hour

Rate will increase by a minimum of \$4.00 per hour for each consecutive assignment.

Mileage: If assignment involves providing services at more than one facility, travel time between facilities will be billed at the regular hourly rate. Mileage between facilities will be billed at the current IRS reimbursement rate.

By: _____



Date: 01/20/2023



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 10-25-12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

SUNBELT STAFFING, LLC

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$33,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this base Agreement is for one year commencing 10/08/12-10/07/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

[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: [Signature]

Name: Porty Plazet

Title: Director, Purchasing

Board Approval Date: 10/24/12

Signature: [Signature]

Name: Jena Zander

Title: Director of Administration

Address: 3687 Tampa Road, Suite 200
Oldsmar, FL 34677

Email Address: jena.zander@sunbeltstaffing.com

FEIN/SSN: 59-3675910

EXHIBIT A

FEE SCHEDULE

Sunbelt Staffing, LLC
3687 Tampa Road, Suite 200
Oldsmar, FL 34677-3613
(866)314-9240

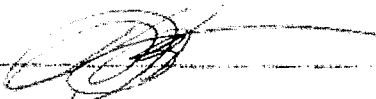
Remit to: P O Box 1024640
Atlanta, GA 30368-4640
(800)659-1522

Speech Language Pathologist - \$75.00 per hour

Rate will increase by a minimum of \$4.00 per hour for each consecutive assignment.

Mileage: If assignment involves providing services at more than one facility, travel time between facilities will be billed at the regular hourly rate. Mileage between facilities will be billed at the current IRS reimbursement rate.

By: _____



Date: _____

01/30/2013

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213157

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SUNBELT STAFFING, LLC

Professional Services Agreement No. PSA 1213157 called for services to be rendered at the rates shown in the agreement.

The contract with Sunbelt Staffing, LLC shall be amended to reflect the new rates as shown in Exhibit A to this amendment effective July 1, 2013.

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

DISTRICT

Capistrano Unified School District

By: Terry Fluent
Signature

Terry Fluent

Director, Purchasing

Date: 7/2/13

CONSULTANT

Sunbelt Staffing, LLC.

By: Howard Gember
Signature

Howard Gember
Print Name

Managing Director
Title

Date: 6-20-13

EXHIBIT A

FEE SCHEDULE

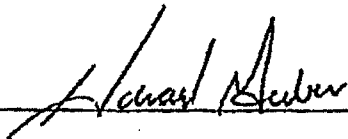
Sunbelt Staffing, LLC
3687 Tampa Road, Suite 200
Oldsmar, FL 34677-3613
(866)314-9240

Remit to: P O Box 1024640
Atlanta, GA 30368-4640
(800)659-1522

Speech Language Pathologist - \$73.00 per hour

Mileage: If assignment involves providing services at more than one facility, travel time between facilities will be billed at the regular hourly rate. Mileage between facilities will be billed at the current IRS reimbursement rate.

By: _____



Date: _____

6/24/13

SEPTEMBER 25, 2013 BOARD MEETING
DISTRICT STANDARDIZED

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

EXTENSIONS

| TYPE | CONTRACT NO | PILLAR | FUNDING SOURCE | VENDOR | SERVICES | CONTRACT TERM | NOT TO EXCEED |
|------|-------------|--------|----------------------|----------------------------|---|----------------------|---------------|
| PSA | 1213157 | 3 | Special Ed | Sunbelt Staffing, LLC | Provide Speech Language Pathology Services to CUSD Students | 10/8/2013-10/07/2014 | \$ 20,000.00 |
| ICA | 1213052 | 5 | Mello Roos & General | Westgroup Management, Inc. | Assisting Negotiation of a Mitigation Agreement with the Rancho Mission Viejo Company | 7/01/2013-10/31/2013 | \$ 30,000.00 |

TOTAL \$ 50,000.00

EXTENSION RATIFICATIONS

| TYPE | CONTRACT NO | PILLAR | FUNDING SOURCE | VENDOR | SERVICES | CONTRACT TERM | NOT TO EXCEED |
|------|-------------|--------|----------------|---------------------------|---|--------------------|---------------|
| PSA | 1213010 | 3 | Special Ed | Sharon Grandinette, Ph.D. | Consultation, Training Brain Injury, School Reintegration, Teaching and Compensatory Strategies, Curriculum | 7/1/2013-6/30/2014 | \$ 5,000.00 |

TOTAL \$ 5,000.00

AMENDMENTS

| TYPE | CONTRACT NO | PILLAR | FUNDING SOURCE | VENDOR | SERVICES | JUSTIFICATION | FINANCIAL IMPACT |
|------|-------------|--------|----------------|---------------------|---|--|------------------|
| ICA | 1213007 | 3 | Special Ed | Sylvia Mende, PSY.D | Intervention Support to Autism Staff | To Pay for Additional Scheduled Services 2013-2014 | \$ 39,123.00 |
| PSA | 1213037 | 3 | Special Ed | Susan Berkowitz | Augmentative /Alternative Communication Technology Evaluation | To Pay for Additional Scheduled Services 2013-2014 | \$ 2,000.00 |

TOTAL \$ 41,123.00

AMENDMENT RATIFICATIONS

| TYPE | CONTRACT NO | PILLAR | FUNDING SOURCE | VENDOR | SERVICES | JUSTIFICATION | FINANCIAL IMPACT |
|------|-------------|--------|--------------------|-------------------------------------|---|--|------------------|
| ICA | 1314063 | 3 | Special Ed | New Haven Youth and Family Services | Basic Education Program/Special Education Instruction/Residential Mental health Services | Revised Fee Schedule | \$ - |
| ICA | 1314046 | 3 | Title II | David Foster | Provide Math Training to CUSD Teachers | New Contract Name Silicon Valley Mathematics Initiative, LLC | \$ - |
| ICA | 1213007 | 3 | Special Ed | Sylvia Mende, PSY.D | Intervention Support to Autism Staff | To Pay for Additional Rendered Services 2012-2013 | \$ 1,074.00 |
| PSA | 1213039 | 5 | Various by Project | Bowie, Arneson, Wiles & Giannone | Legal Services for School Facilities Needs, Surplus Properties and General School Matters | To Pay for Additional Rendered Services 2012-2013 | \$ 14,957.16 |

TOTAL \$ 16,031.16

**EXTENSION NO. 1 TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213157**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SUNBELT STAFFING, LLC

The Professional Services Agreement PSA 1213157 with Capistrano Unified School District and Sunbelt Staffing, LLC. called for an original contract period of October 8, 2012, through October 7, 2013.

The contract with Capistrano Unified School District and Sunbelt Staffing, LLC., shall be extended an additional twelve (12) months, covering the period October 8, 2013, through October 7, 2014.

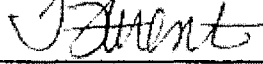
Except as set forth in this Extension Agreement, and Board approved on October 24, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Sunbelt Staffing, LLC.

By: 
Signature

By: 
Signature

Terry Fluent

Lena Zander
Print Name

Director, Purchasing

Dir of Admin
Title

Date: 10/14/13

Date: 10/07/2013

EXHIBIT A

FEE SCHEDULE


Sunbelt Staffing, LLC
3687 Tampa Road, Suite 200
Oldsmar, FL 34677-3613
(866)314-9240

Remit to: P O Box 1024640
Atlanta, GA 30368-4640
(800)659-1522

Speech Language Pathologist - \$75.00 per hour

Rate will increase by a minimum of \$4.00 per hour for each consecutive assignment.

Mileage: If assignment involves providing services at more than one facility, travel time between facilities will be billed at the regular hourly rate. Mileage between facilities will be billed at the current IRS reimbursement rate.

By:  _____

Date: 11/07/2013

**AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT
NO. PSA 1213190**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SOLIANT HEALTH, INCORPORATED

Professional Service Agreement PSA 1213190 called for services to be rendered at the rates shown in the agreement.

The contract with Soliant Health, Incorporated shall be increased to \$173,900 at the rates as shown in Exhibit A to this amendment effective January 7, 2014.

Except as set forth in this Amendment, and Board approved on March 18, 2013 all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Soliant Health, Incorporated

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

Exhibit A

Fee Schedule

Soliant Health
1979 Lakeside Parkway, Suite 800
Tucker, GA 30084
(866)234-2919
Fax: (888)292-6230

Remittance address:
Post Office Box 1024640
Atlanta, GA 30368-4640

Sign Language Interpreter Services

\$67.00 per hour for 30 hours per week of service hours.*

*Hourly rate will vary based upon Interpreter qualifications and hours of service.

By: Shelley Burdett Date: 3/21/13



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of 3-18-13 DATE by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the consultant listed below ("**Consultant**"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

SOLIANT HEALTH, INC.

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$46,900.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 3/18/13-3/17/14 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 3/27/13

CONSULTANT

Signature: Lesley Slaughter

Name: Lesley Slaughter

Title: Director

Address: 1979 Lakeside Pkwy Ste 800
TUCKER, GA 30084

Email Address: lesley.slaughter@soliant.com

FEIN/SSN: _____

Exhibit A

Fee Schedule

Soliant Health
1979 Lakeside Parkway, Suite 800
Tucker, GA 30084
(866)234-2919
Fax: (888)292-6230

Remittance address:
Post Office Box 1024640
Atlanta, GA 30368-4640

Sign Language Interpreter Services

\$67.00 per hour for 30 hours per week of service hours.*

*Hourly rate will vary based upon Interpreter qualifications and hours of service.

By: Shelley Burckett Date: 3/21/13

**AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT
NO. PSA 1314065**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AT IRVINE

Professional Service Agreement No. PSA 1314065 called for services to be rendered at the rates shown in the agreement. This amount may be increased by mutual agreement of both parties by written amendment.

The Professional Service Agreement No. PSA 1314065 shall be amended by special conditions as shown in Exhibit A.

Except as set forth in this Amendment, and Board approved on September 25, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

**The Regents of the University of
California at Irvine**

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

SPECIAL CONDITIONS

Contract PSA 1314065

The Regents of the University of California at Irvine

Delete Section 2. A in its entirety and replace with the following:

"It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's employees or assigned personnel shall be entitled to any benefits payable to employees of the District. The District is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant will be issued a Form 1099 for its services hereunder."

Delete Section 7.A. in its entirety and replace with the following:

"This section intentionally left blank."

Delete Section 10 in its entirety and replace with the following:

"The Consultant, shall defend, indemnify and hold harmless the District, its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Consultant, its officers, employees, or agents.

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

Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion."

Delete Section 12.F in its entirety and replace with the following:

"District acknowledges and accepts that Consultant is self-insured for the limits of insurance requested herein and District accepts this self-insurance in lieu of the insurance required herein."

Delete Section 12. E in its entirety and replace with the following:

"District accepts Consultant's online Certificate of Self-Insurance Coverage (http://www.ucop.edu/risk-services/_files/pubs/generic-certificate-self-ins.pdf), in lieu of the requirements herein."

Add to Section 13 the following to the beginning of the first paragraph:

"Upon reasonable notice and during normal business hours"

Delete Section 24 in its entirety and replace with the following:

"Neither party shall use any name, trademark, or service mark of the other party without first having received written consent to such use."

Add to Section 30 the following to the beginning of the first paragraph:

"Subject to each party's indemnification obligations under this Agreement"



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of September 26, 2013, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AT IRVINE

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$5,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing September 26, 2013 to September 25, 2014 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONSULTANT

* Signature: *Rick Coulon*

Name: Rick Coulon

Title: Director

Address: Material & Risk Management

Email Address: RCoulon@UCI.EDU

FEIN/SSN: _____

1 * AS AMENDED BY ATTACHED ADDENDUM

**Pathways for Community Education and Outreach
(Teacher Education):**

Recognizing that the behavioral patterns young children develop today will affect their opportunities to learn for the rest of their lives, Child Behavior Pathways offers training opportunities for teachers and early childcare providers. Teacher trainings offer:

- Up-to-date techniques for nurturing happy and successful students.
- Support the social and emotional development and classroom behavior
- Support a collaborative relationship between parents and schools.

BEHAVIOR MANAGEMENT CURRICULUM FOR EDUCATORS

The core behavior support curriculum begins with a prerequisite class entitled *Heading Difficult Behaviors off at the Pass: A Proactive Model*. This two- to three-hour seminar introduces effective prevention-based techniques designed to decrease behavioral problems in the preschool classroom. Topics include:

- Managing teacher frustration and anger
- Recognizing triggers that may cause challenging behaviors
- Using healthy relationships to manage behavior
- Establishing positive reinforcement systems in the classroom
- Effectively using program structure, transitional warnings and transitional activities

The second class in this series is entitled *Introduction To Functional Assessment: Changing Behavior Patterns In The Preschool Classroom*. This two-hour seminar provides preschool teachers with an effective, systematic model for assessing difficult behaviors and developing comprehensive intervention plans.

The seminar covers:

- Selecting appropriate target behaviors
- Defining target behaviors
- Collecting and evaluating behavioral data
- Determining why a behavior pattern is maintained
- Developing and implementing purposeful and feasible multi-level intervention plans

Teacher Training is at no cost due to parent referrals

(Parent Outreach):

Recognizing that the behavioral patterns young children develop today will affect their opportunities to learn for the rest of their lives, Child Behavior Pathways offers training opportunities for parents that assist them in achieving school success for their children.

FEE Schedule

The fee schedule is \$175 per training hour for established curriculum offerings. This includes prep time and materials for up to 20 participants.

Proposed Teacher Trainings: (No Cost, honorarium - \$400.00)

October 29 – 4:30-7:30

November 19 – 4:30-7:30

Proposed Parent Trainings: (\$350/20 people, estimated \$700/class)

November 20 – 6:30-8:30

March 20 – 6:30-8:30

Proposed ECP Conference (\$1050.00 estimated 5 hours)

Possible additional classes

Brett L. Patterson, Ph.D.

Psychologist/Clinical Director

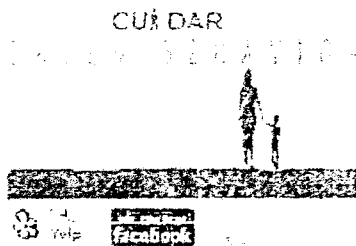
CUIDAR for Attention and Learning

19722 MacArthur Blvd

Irvine, CA 92612

Office: (949) 824 1804

Fax: (949) 824 3193



**AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213034**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

LEISURE CARE REFERRAL AGENCY, INCORPORATED

Professional Services Agreement No. PSA 1213034 called for services to be rendered at the rates shown in the agreement.

The "Not to Exceed" amount on Professional Services Agreement No. PSA 1213034 shall be amended to \$58,000 for additional services requested by the District.

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

DISTRICT

CONSULTANT

Capistrano Unified School District

Leisure Care Referral Agency, Inc.

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____



PROFESSIONAL SERVICES AGREEMENT

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

LEISURE CARE REFERRAL AGENCY INC

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$8,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 6/11/12

CONSULTANT

Signature: Trevor L. Blackman

Name: TREVOR L. BLACKMAN

Title: PRESIDENT

Address: 30131 TOWN CENTER DRIVE #205
Laguna Niguel, CA 92677

Email Address: trevor@lc-homecare.com

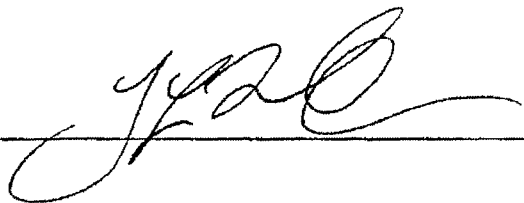
FEIN/SSN 45-4788136

EXHIBIT A

FEE SCHEDULE

The LCNR Inc., dba Leisure Care
30131 Town Center Drive, #205
Laguna Niguel, CA 92677
(949)363-7401

Licensed Vocational Nurse (LVN) - \$35.00

By:  Date: 5/29/12

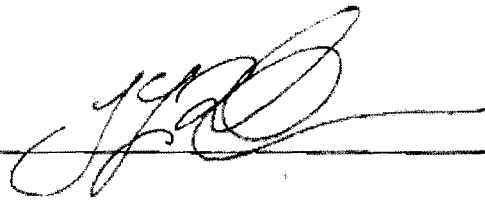
SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

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

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

By: _____



Date: _____

5/21/12

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213034**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

LEISURE CARE REFERRAL AGENCY, INC.

Professional Services Agreement No. PSA No. 1213034 called for services to be rendered at the rates shown in the agreement.

The contract with Leisure Care Referral Agency, Inc. shall be amended to reflect the negotiated reduced rates as shown in Exhibit A to this amendment.

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

DISTRICT

CONSULTANT

Capistrano Unified School District

Leisure Care Referral Agency, Inc.

By: 
Signature

By: 
Signature

Terry Fluent

TREVOR L. BLACKANN
Print Name

Director, Purchasing

PRESIDENT
Title

Date: 6/22/12

Date: 6/20/12

EXHIBIT A

FEE SCHEDULE

The LCNR Inc., dba Leisure Care
30131 Town Center Drive, #205
Laguna Niguel, CA 92677
(949)363-7401

Licensed Vocational Nurse (LVN) - \$35.00

By: _____

A handwritten signature in black ink, appearing to be "J. R. B.", written over a horizontal line.

Date: _____

6/20/12

Exhibit A

**AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213034**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

LEISURE CARE REFERRAL AGENCY, INC.

Professional Services Agreement No. PSA 1213034 called for services to be rendered at the rates shown in the agreement.

The "Not to Exceed" amount on Professional Services Agreement No. PSA 1213034 shall be amended to \$11,230.00 for additional services requested by the District.

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

DISTRICT

CONSULTANT

Capistrano Unified School District

Leisure Care Referral Agency, Inc.

By: 
Signature

By: 
Signature

Terry Fluent

TREVOR L. BLACKMAN
Print Name

Director, Purchasing

President
Title

Date 11/20/12

Date 10/19/12

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. 3 PSA 1213034**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

LEISURE CARE REFERRAL AGENCY, INC.

Professional Services Agreement No. PSA 1213034 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Professional Services Agreement No. PSA 1213034 shall be amended to \$19,430 for additional services requested by the District.

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

DISTRICT

CONSULTANT

Capistrano Unified School District

Leisure Care Referral Agency, Inc.

By: 
Signature

By: 
Signature

Terry Fluent

TREVOR L. BLACKANN
Print Name

Director, Purchasing

PRESIDENT
Title

Date: 7/12/13

Date: 6/17/13

EXTENSION OF AGREEMENT NO. 1 PSA 1213034

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

LEISURE CARE REFERRAL AGENCY, INCORPORATED

Professional Services Agreement No. PSA 1213034 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Leisure Care Referral Agency, Incorporated shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$8,000.

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

Capistrano Unified School District

Leisure Care Referral Agency, Incorporated

By: 
Signature

Terry Fluent

Director, Purchasing

Date: 7/10/13

By: 
Signature

TREVOR L. BLACKANN
Print Name

PRESIDENT
Title

Date: 6/17/13

Capistrano Unified School District

Electrical Service
Bid No. 1314-18

Thursday, December 12, 2013
10:00 a.m.

Bid Evaluation Form

| Labor - 60% weighted | | Digital Electric, Incorporated | | Giannelli Electric, Incorporated | | Gilbert & Stearns, Incorporated | | South Coast Electric, Incorporated | |
|--|------------------------|--------------------------------|----------------|----------------------------------|----------------|---------------------------------|----------------|------------------------------------|----------------|
| Hourly Labor Rates (Portal to Portal) | Quantity | Bid Price | Extended Price | Bid Price | Extended Price | Bid Price | Extended Price | Bid Price | Extended Price |
| Foreman | 2 hours straight time | \$ 73.00 | \$ 146.00 | \$ 75.00 | \$ 150.00 | \$ 70.75 | \$ 141.50 | \$ 105.00 | \$ 210.00 |
| Journeyman Electrician | 40 hours straight time | \$ 67.00 | \$ 2,680.00 | \$ 68.00 | \$ 2,720.00 | \$ 64.50 | \$ 2,580.00 | \$ 95.00 | \$ 3,800.00 |
| Journeyman Electrician | 4 hours overtime | \$ 94.00 | \$ 376.00 | \$ 100.00 | \$ 400.00 | \$ 97.00 | \$ 388.00 | \$ 105.00 | \$ 420.00 |
| Apprentice Electrician 70% or greater | 40 hours straight time | \$ 39.00 | \$ 1,560.00 | \$ 41.00 | \$ 1,640.00 | \$ 38.50 | \$ 1,540.00 | \$ 55.00 | \$ 2,200.00 |
| Apprentice Electrician 70% or greater | 4 hours overtime | \$ 58.00 | \$ 232.00 | \$ 58.00 | \$ 232.00 | \$ 57.00 | \$ 228.00 | \$ 65.00 | \$ 260.00 |
| Total Extended Price | | | \$ 4,994.00 | | \$ 5,142.00 | | \$ 4,877.50 | | \$ 6,890.00 |
| 60% Weighted Calculation of Extended Price | | | \$ 2,996.40 | | \$ 3,085.20 | | \$ 2,926.50 | | \$ 4,134.00 |

Capistrano Unified School District

Electrical Service
Bid No. 1314-18Thursday, December 12, 2013
10:00 a.m.

Bid Evaluation Form

| Material and Subcontractor - 25% weighted | Description | Quantity | Digital Electric, Incorporated | | Giannelli Electric, Incorporated | | Gilbert & Stearns, Incorporated | | South Coast Electric, Incorporated | |
|---|-------------|----------|--------------------------------|----------------|----------------------------------|----------------|---------------------------------|----------------|------------------------------------|----------------|
| | | | Bid Percentage | Extended Price | Bid Percentage | Extended Price | Bid Percentage | Extended Price | Bid Percentage | Extended Price |
| Total percentage (%) to be added to cost of materials | | \$300.00 | 10% | \$ 30.00 | 8% | \$ 24.00 | 8% | \$ 24.00 | 0% | \$ - |
| Total percentage (%) to be added to cost of subcontractor proposals | | \$500.00 | 10% | \$ 50.00 | 8% | \$ 40.00 | 5% | \$ 25.00 | 0% | \$ - |
| Total Extended Price | | | | \$ 80.00 | | \$ 64.00 | | \$ 49.00 | | \$ - |
| 25% Weighted Calculation of Extended Price | | | | \$ 20.00 | | \$ 16.00 | | \$ 12.25 | | \$ - |

| Equipment - 15% weighted | Description | Quantity | Digital Electric, Incorporated | | Giannelli Electric, Incorporated | | Gilbert & Stearns, Incorporated | | South Coast Electric, Incorporated | |
|---|-------------|----------|--------------------------------|----------------|----------------------------------|----------------|---------------------------------|----------------|------------------------------------|----------------|
| | | | Bid Price | Extended Price | Bid Price | Extended Price | Bid Price | Extended Price | Bid Price | Extended Price |
| Backhoe with operator - must include gas, transportation, trailer, etc. | 7 hours | | \$ 110.00 | \$ 770.00 | \$ 85.00 | \$ 595.00 | \$ 90.00 | \$ 630.00 | \$ 105.00 | \$ 735.00 |
| Total Extended Price | | | | \$ 770.00 | | \$ 595.00 | | \$ 630.00 | | \$ 735.00 |
| 15% Weighted Calculation of Extended Price | | | | \$ 115.50 | | \$ 89.25 | | \$ 94.50 | | \$ 110.25 |

| | | | | | | |
|--|--|--|-------------|-------------|-------------|-------------|
| GRAND TOTAL OF WEIGHTED CALCULATION | | | \$ 3,131.90 | \$ 3,190.45 | \$ 3,033.25 | \$ 4,244.25 |
|--|--|--|-------------|-------------|-------------|-------------|

XIV. AGREEMENT

THIS AGREEMENT, dated **January 9, 2014**, in the County of Orange, State of California, is by and between Capistrano Unified School District, (hereinafter referred to as "DISTRICT"), and **Gilbert & Stearns, Incorporated**, (hereinafter referred to as "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as **BID NO. 1314-18, ELECTRICAL SERVICE** according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Drug-Free Workplace Certification, Criminal Records Check Certification, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum as specified in attached bid price sheet.

4. The work shall be commenced on or before the seventh (7th) day after receiving the DISTRICT'S Notice to Proceed and shall be completed within **thirty (30)** consecutive

calendar days from the date specified in the Notice to Proceed. The initial term of this agreement will be for one year, with two (2) one year renewal periods, at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of **two hundred dollars (\$200.00)** for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 63 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 63 of the General Conditions.

6. **Termination for Cause or Nonappropriation.** In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a nonappropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

Termination for Convenience. DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT'S convenience, CONTRACTOR shall:

- (i) Cease operations as directed by DISTRICT in the notice;
- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT'S convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

7. The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract,

The CONTRACTOR, at CONTRACTOR'S own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. Hold Harmless and Indemnification. To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR'S sole cost and expense, agrees to fully defend, indemnify and hold harmless, the DISTRICT, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Project Documents;

- (f) any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or
- (g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT'S interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

9. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

Public Liability Insurance for injuries
including accidental death, to any one
person in an amount not less than **\$3,000,000.00**

and

Subject to the same limit for each
person on account of one accident,
in an amount not less than **\$3,000,000.00**

Property Damage Insurance
in an amount not less than **\$3,000,000.00**

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

10. Escrow Account: N/

11. Labor Compliance Program: N/A

12. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of _____, and that _____, whose title is _____, is authorized to act for and bind the corporation.

13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed including all contract documents as indicated:

CONTRACT DOCUMENTS:

1. _____ Bid Bond
2. _____ Bid Form
3. _____ Designation of Subcontractors
4. _____ Information Required of Bidder
5. _____ Contractor's Certificate Regarding Workers' Compensation
6. _____ Certification – Participation of Disabled Veteran Business Enterprise
7. _____ Noncollusion Declaration
8. _____ Faithful Performance Bond
9. _____ Payment Bond
10. _____ Agreement
11. _____ Drug-Free Workplace Certification
12. _____ Certification by Contractor Criminal Records Check
13. _____ Contractor's Certificate Non-Asbestos Containing Materials
14. _____ Tobacco Use Policy
15. _____ Conflict of Interest
16. _____ Compliance With Safety Regulations
17. _____ Certificate Of Liability Insurance
18. _____ W-9 Form

CONTRACT TERM

The terms of this base contract is for one year beginning **January 9, 2014, through December 31, 2014**, with two (2) one-year renewal terms at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

DISTRICT

CONTRACTOR

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Title

Title

Contractor's License No.

Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,
if corporation)

VI. BID FORM

Name of Bidder: Gilbert & Stearns, Inc.

To: Capistrano Unified School District, acting by and through its Governing Board, herein called the "DISTRICT."

1. The undersigned Bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors Form, Information Required of Bidder, all prequalification forms pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, all insurance requirements, Guarantee forms, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Compliance With Safety Regulations, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions and Supplemental Conditions, if any, Special Conditions, if any, specifications, and all modifications, addenda and amendments, if any (hereinafter Project Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Project Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

Bid No. 1314-18
Electrical Service

All in strict conformity with the Project documents, including Addenda Nos. _____, _____, _____, and _____, on file at the office of the Purchasing Department of said DISTRICT.

BID PRICE SHEET

- All pricing herein to include all standard tools, supplies, equipment, applicable delivery, mileage, taxes, insurance, and all miscellaneous costs normally required to complete the job.
- **Note: Bid prices for labor may not be lower than the applicable Prevailing Wage for the specified work. See General Conditions – Prevailing Wage Rates.**
- Bidders must include pricing for all items, or the bid submitted may be declared non-responsive.
- Award of bid will be determined by weighted percentage of each category with job scenario provided at bid opening.

| CATEGORY - LABOR | | WEIGHTED PERCENTAGE – 60% | | |
|------------------|--|---------------------------|----------------------|-----------------------------|
| Item # | Hourly Labor Rates (Portal to Portal) | Straight Time Per Hour | Overtime Per Hour | Weekend/Holiday Per Hour |
| 1 | Foreman | \$ 70.75 | \$ 106.00 | \$ 136.00 |
| 2 | Journeyman Electrician | \$ 64.50 | \$ 97.00 | \$ 124.00 |
| 3 | Apprentice Electrician – 70% or greater | \$ 38.50 | \$ 57.00 | \$ 75.00 |

| CATEGORY – MATERIAL and, SUBCONTRACTOR | | WEIGHTED PERCENTAGE – 25% |
|---|---|------------------------------|
| Item # | Description | Percentage To Be Added |
| 4 | Total percentage (%) to be added to cost of materials | 8% |
| 5 | Total percentage (%) to be added to cost of subcontractor proposals | 5% |

| CATEGORY – EQUIPMENT | | WEIGHTED PERCENTAGE – 15% |
|----------------------|---|------------------------------|
| Item # | Description | Price per Hour |
| 6 | Backhoe with operator – must include gas, transportation, trailer, etc. | \$ 90.00 |

Each individual bid term shall be determined from visiting the work site, reviewing the drawings and specifications and all portions of the Project Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, all as per the requirements of the Project Documents, whether or not expressly listed or designated.

2. It is understood that the DISTRICT reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The required bid security is attached.

4. The required list(s) of proposed subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) is complete and in compliance with the Subletting and Subcontracting Fair Practices Act. Public Contract Code Sections 4100, et seq.

5. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT the Faithful Performance Bond and a separate Payment Bond as specified, and certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, within **five (5)** working days of the notice of award of the contract, or as otherwise requested in writing by the DISTRICT. It is understood that should bidder fail or refuse to return these documents as required by the DISTRICT, the bid security shall be forfeited to the DISTRICT. The bidder further agrees that the work shall be commenced by the bidder, if awarded the contract, on or before the **seventh (7th)** day after receiving the DISTRICT'S Notice to Proceed, and shall be completed by the bidder in the time specified by the DISTRICT.

6. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder at the address stated below.

7. The name(s) of all persons interested in the bid as principals are as follows:

Scott Kingsmill

Robert W. Kingsmill

8. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have

under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

9. The undersigned hereby warrants that the bidder has an appropriate license, License No. 165081, Class C-10, at the time of the bid opening, that such license entitles bidder to provide the work, that such license will be in full force and effect throughout the duration of performance of this Project. Bidder shall be nonresponsive if the Bidder is not licensed as required by the DISTRICT at the time of the bid opening. Any and all subcontractors to be employed by the undersigned shall have appropriate licenses at the time of the bid opening.

10. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

11. It is understood and agreed that if requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information required by the DISTRICT sufficiently comprehensive to permit an appraisal of bidder's ability to perform the Project.

12. The undersigned hereby warrants that all work shall be completed within the time specified in the purchase order or Notice to Proceed. Time is of the essence. The undersigned agrees that failure to complete the work within the time set forth herein will result in the imposition of liquidated damages for each consecutive calendar day of delay in the amount of **two hundred dollars (\$200.00)** (Government Code Section 53069.85)

13. The required noncollusion affidavit properly notarized is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed affidavit will render the bidder automatically nonresponsive.

14. It is understood and agreed that all change order requests must be submitted in the form set forth in the Project Documents and pursuant to Article 59 of the General Conditions. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed under Article 59 of the General Conditions. Indirect, consequential and incidental costs, project management costs, extended home office and field office overhead, administrative costs and profit and other charges not specifically authorized under Article 59 of the General Conditions will not be allowed.

15. The Information Required of Bidder form has been fully completed and is attached hereto.

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Individual Name: _____
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____

Partnership Name: _____
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____
Other Partner(s): _____

Corporation Name: Gilbert & Stearns, Inc.
(a California Corporation¹)
Business Address: 609 East 4th Street Santa Ana, CA 92701-4705

Telephone: (714) 547-7695
Signed by: [Signature], President, Date: 12/11/13
Print Name: Scott Kingsmill, President
Signed by: [Signature], Secretary, Date: 12/11/13
Print Name: R. Sean Kingsmill, Secretary
[Seal]

¹ A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

Joint Venturer

Name: _____

Signed by: _____, Joint Venturer

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Parties to
Joint Venture:

If an individual: _____
(Name)

Signed by: _____

Print Name: _____

Date: _____

Doing Business as: _____;

Business Address: _____

Telephone: _____

If a Partnership: _____
(Name)

Signed by: _____, Partner

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

If a Corporation: _____
(a _____ Corporation)

Signed By: _____ Date: _____

Print Name: _____

Title: _____

Date: _____

Business Address: _____

Telephone: _____

**AMENDMENT TO AGREEMENT
BID NO. 1112-04 OUTSOURCE TRANSPORTATION SERVICE**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

AMERICAN LOGISTICS COMPANY, LLC

Agreement for Bid No. 1112-04 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Agreement for Bid No. 1112-04 shall be amended to \$210,000 for additional services as requested by the District.

Except as set forth in this Amendment to Agreement, and Board approved on July 27, 2011, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

American Logistics Company, LLC

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

EXHIBIT 19

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

IV. BID FORM AND AGREEMENT

- A. Pursuant to the DISTRICT'S "Notice To Bidders - Invitation For Bids" and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete contract, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform within the time stipulated in the contract and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner in connection with the following.

Please provide an attachment to your bid for any of the following items that require additional information:

*Please see attached pages with ALC's responses.

1. Experience and references, at least three.
2. The number of drivers/vehicles in your employ and the types of service you provide.
3. The number of wheelchair accessible vehicles available for use by the DISTRICT.
4. Number of car seats available for use by the DISTRICT.
5. Please indicate if you have a GPS tracking system available to locate drivers and vehicles at any given time and if this system will be available for use by the DISTRICT. Include a complete description of this system and include any extra charge you will assess for this service provision.
6. Provide a description of your emergency notification/calling capability.
7. Will you be able to provide driver consistency?

| | |
|-------------------|-------------------|
| <u> </u> | <u> </u> |
| Yes | No |
8. Will you have the ability to route and consolidate students to reduce drive time?
Provide description of methodology.

| | |
|-------------------|-------------------|
| <u> </u> | <u> </u> |
| Yes | No |
9. If two or more students are consolidated in a single vehicle for a trip, what is the method of calculating the per-pupil trip cost?

In this scenario, will the single trip cost be divided between the students riding

together for the period they are sharing the vehicle?

10. Minimum Trip charge \$ 50.00
11. Cost per mile \$ 2.75
12. Waiting time – meter charge \$ \$50.00 hourly
If cancelled the day prior no charge.
13. Charge for cancelled trip \$ If cancelled day of, full charge.
14. Lead time to schedule \$ 24 hours

*Please see ALC's Pricing Schedule listed behind Bid Form and Agreement for ALC's full price matrix.

Unit Prices

| TYPE OF TRANSPORT | ORIGINATOR FEE | LABOR | MILEAGE |
|--|----------------------------|-------------------------|----------------------------|
| Up to 3 passengers | \$ <u>\$35.00</u> Fixed | \$ <u>0</u> Per Hour | \$ <u>2.75</u> Per Mile |
| Up to 7 passengers | \$ <u>\$35.00</u> Fixed | \$ <u>0</u> Per Hour | \$ <u>2.75</u> Per Mile |
| Up to 3 passengers Wheelchair capable van | \$ <u>55.00</u> Fixed | \$ <u>0</u> Per Hour | \$ <u>2.75</u> Per Mile |
| Up to 7 passengers Wheelchair capable van | \$ <u>55.00</u> Fixed | \$ <u>0</u> Per Hour | \$ <u>2.75</u> Per Mile |

- B. It is understood that the DISTRICT reserves the right to reject this bid and this bid shall remain open and not be withdrawn for the period specified in the Notice To Bidders - Invitation For Bids.
- C. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Business & Professions Code §16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the DISTRICT pursuant to this bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment.

- D. If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of California and that Craig Puckett whose title is President authorized to act for and bind the corporation.
- E. It is understood and agreed that if, requested by the DISTRICT, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.
- F. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.
- G. The undersigned will grant the DISTRICT the option to extend any contract awarded hereunder for a period of one or two years from date of expiration, under the same prices, terms, conditions, etc., contained herein. Options granted will not be considered as a factor in awarding a contract. Bidder should note any exceptions.
- Extension option for one year: X option granted ___ option not granted
- Extension option for a second year: X option granted ___ option not granted
- H. The Bidder attests to having read and understands all documents contained and referenced in this bid.
- I. I, Craig Puckett the President (title) of the Bidder hereby certify under penalty of perjury under the laws of the State of California that all the information submitted by the Bidder in connection with this bid and all the representations herein made are true and correct.

COMPANY

Name: American Logistics Company

Signed by: Craig Puckett, 

Date: 5/6/2011

Business Address: 520 West Dyer Road

Santa Ana, CA 92707

PARTNERSHIP

Name: _____

Signed by: _____ Partner

Date: _____

Business Address: _____

Other Partners: _____

CORPORATION

Name: _____

(a _____ Corporation*)

Business Address: _____

Signed by: _____, President**,

Dated: _____

*A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and Bonds is duly authorized to do so.

** Or local official empowered to bind the Corporation.

JOINT VENTURE

Name: _____

Signed by: _____, Joint Venturer

Date: _____

Business Address: _____

Other Parties to Joint Venture:

If an individual: _____
(Signed)

Doing Business as: _____;

If a Partnership: _____

Signed by: _____, Partner

If a Corporation: _____

(a _____ Corporation)

By: _____ Date: _____

Title: _____

AGREEMENT ACCEPTED BY DISTRICT

Signed by: Terry Fluent

Print Name: Terry Fluent

Title: Director, Purchasing

Date: 9/2/2011

CONTRACT TERM

The term of this base contract is for one-year with an option to extend annually by mutual agreement, and upon Board approval, for a term not to exceed a total of two additional years.

This agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

Exhibit A Special Conditions

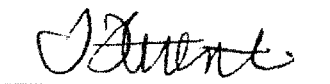
Exhibit A
SPECIAL CONDITIONS
Bid No. 1112-04
Outsource Transportation Services

American Logistics Company (ALC)

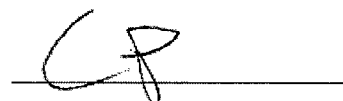
1. Personnel assigned to perform under this contract may be independent subcontracted drivers, and certain terms and conditions of this contract pertain to the subcontracted personnel as well. Subcontracted personnel shall be subject to continuous approval by the DISTRICT.
2. ALC will be notified prior to 6 P.M. of prior business day for cancellation of service. Where adequate notification is not received, or no notification is received, ALC will bill the student's transportation to the District at the normal rate for the "in" trip.
3. **Fuel Surcharge:** When the average gasoline price exceeds \$5.00 per gallon, the mileage rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. The gasoline price index to be used shall be found under the category of "California Regular Reformulated Retail Gasoline Prices (cents per gallon)" on the following website: <http://www.eia.doe.gov/oilgas/petroleum/datapublications/wrgp/mogashistory.html>
4. Certificates of Insurance shall provide for ten (10) day notification in the event of non-payment of premium.
5. Insurance shall be placed with California licensed and/or admitted insurers with a current A.M. Best rating of A-VII or better.
6. Delete the requirement for Insurance for automobiles owned by ALC.
7. Insurance coverage shall contain no unreasonable limitations on the scope of the protection afforded to the DISTRICT, its subsidiaries, officials, employees and The Board of Education.
8. **CONDUCT OF EMPLOYEES:** Contractor shall be fully responsible for any damage to DISTRICT property caused by his employees. Repairs or replacement, at the option of the DISTRICT, may be made by the Contractor or by the DISTRICT and charged to the Contractor. Replacement costs are limited to the equivalent costs that the Contractor would have charged the DISTRICT for the services for which the DISTRICT engaged replacement services.
9. **DISPUTES:** Contractor has the right to terminate the contract with thirty (30) days written notice, in the event the DISTRICT fails to pay for services rendered.
10. **DEFAULT AND DISTRICT'S RIGHT TO TERMINATE CONTRACT:**
Replacement costs to be limited to the equivalent costs that ALC would have charged the DISTRICT for the services for which the DISTRICT engaged replacement services.
11. **BONDS:** The District is willing to share the cost of the bonds with ALC by picking up the cost of one bond not to exceed \$2813 annually.

All other terms and conditions of agreement shall remain in full force and effect.

DISTRICT



CONTRACTOR



EXTENSION OF AGREEMENT
BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
AMERICAN LOGISTICS COMPANY, LLC

Bid No. 1112-04 – Outsource Transportation Service, called for an original contract period of July 28, 2011 through June 30, 2012, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by California Education Code 17596.

The contract with American Logistic Company, LLC, pursuant to Bid No. 1112-04, shall be extended an additional 12 months, for the period July 1, 2012 through June 30, 2013, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on June 11, 2012.

The total cost of services requested by District and provided by Contractor under this extension shall not exceed \$150,000. This amount may be increased by mutual agreement of both parties.


Except as set forth in this Extension Agreement, and Board approved on July 27, 2011, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

American Logistics Company, LLC

By: 
Signature

By: 
Signature

Terry Fluent

Craig Ruckett

Print Name

Director, Purchasing

Pres. dent

Title

Date: August 17, 2012

Date: June 27, 2012

EXHIBIT A**Capistrano Unified School District****Bid No. 1112-04****Outsource Transportation Service****Unit Prices for
July 1, 2012 – June 30, 2013**

| TYPE OF TRANSPORT | ORIGINATOR FEE | LABOR | MILEAGE |
|--|--------------------------|-------------------------|----------------------------|
| Up to 3 passengers | <u>\$ 35.00</u> Fixed | <u>\$ 0</u> Per Hour | <u>\$ 2.75</u> Per Mile |
| Up to 7 passengers | <u>\$ 35.00</u> Fixed | <u>\$ 0</u> Per Hour | <u>\$ 2.75</u> Per Mile |
| Up to 3 passengers Wheelchair capable van | <u>\$ 55.00</u> Fixed | <u>\$ 0</u> Per Hour | <u>\$ 2.75</u> Per Mile |
| Up to 7 passengers Wheelchair capable van | <u>\$ 55.00</u> Fixed | <u>\$ 0</u> Per Hour | <u>\$ 2.75</u> Per Mile |

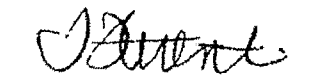
Exhibit A
SPECIAL CONDITIONS
Bid No. 1112-04
Outsource Transportation Services

American Logistics Company (ALC)


1. Personnel assigned to perform under this contract may be independent subcontracted drivers, and certain terms and conditions of this contract pertain to the subcontracted personnel as well. Subcontracted personnel shall be subject to continuous approval by the DISTRICT.
2. ALC will be notified prior to 6 P.M. of prior business day for cancellation of service. Where adequate notification is not received, or no notification is received, ALC will bill the student's transportation to the District at the normal rate for the "in" trip.
3. **Fuel Surcharge:** When the average gasoline price exceeds \$5.00 per gallon, the mileage rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. The gasoline price index to be used shall be found under the category of "California Regular Reformulated Retail Gasoline Prices (cents per gallon)" on the following website: <http://www.eia.doe.gov/oilgas/petroleum/datapublications/wrgp/mogashistory.html>
4. Certificates of Insurance shall provide for ten (10) day notification in the event of non-payment of premium.
5. Insurance shall be placed with California licensed and/or admitted insurers with a current A.M. Best rating of A-VII or better.
6. Delete the requirement for Insurance for automobiles owned by ALC.
7. Insurance coverage shall contain no unreasonable limitations on the scope of the protection afforded to the DISTRICT, its subsidiaries, officials, employees and The Board of Education.
8. **CONDUCT OF EMPLOYEES:** Contractor shall be fully responsible for any damage to DISTRICT property caused by his employees. Repairs or replacement, at the option of the DISTRICT, may be made by the Contractor or by the DISTRICT and charged to the Contractor. Replacement costs are limited to the equivalent costs that the Contractor would have charged the DISTRICT for the services for which the DISTRICT engaged replacement services.
9. **DISPUTES:** Contractor has the right to terminate the contract with thirty (30) days written notice, in the event the DISTRICT fails to pay for services rendered.
10. **DEFAULT AND DISTRICT'S RIGHT TO TERMINATE CONTRACT:** Replacement costs to be limited to the equivalent costs that ALC would have charged the DISTRICT for the services for which the DISTRICT engaged replacement services.
11. **BONDS:** ~~The District is willing to share the cost of the bonds with ALC by picking up the cost of one bond not to exceed \$2813 annually.~~

All other terms and conditions of agreement shall remain in full force and effect.

DISTRICT



CONTRACTOR



EXTENSION OF AGREEMENT
BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
AMERICAN LOGISTICS COMPANY, LLC

Bid No. 1112-04 – Outsource Transportation Service, called for an original contract period of July 28, 2011 through June 30, 2012, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by California Education Code 17596.

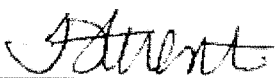
The contract with American Logistic Company, LLC, pursuant to Bid No. 1112-04, shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 22, 2013.

The total cost of services requested by District and provided by Contractor under this extension shall not exceed \$150,000.

Except as set forth in this Extension Agreement, and Board approved on July 27, 2011, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: 
Signature

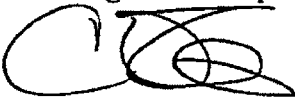
Terry Fluent

Director, Purchasing

Date: 8/15/13

CONTRACTOR

American Logistics Company, LLC

By: 
Signature

Craig Puckett
Print Name

President
Title

Date: 8/25/13

EXHIBIT A

Capistrano Unified School District

Bid No. 1112-04

Outsource Transportation Service

**Unit Prices for
July 1, 2013 – June 30, 2014**

*

| TYPE OF TRANSPORT | ORIGINATOR FEE | LABOR | MILEAGE |
|--|--------------------------|-------------------------|----------------------------|
| Up to 3 passengers | <u>\$ 35.00</u> Fixed | <u>\$ 0</u> Per Hour | <u>\$ 2.75</u> Per Mile |
| Up to 7 passengers | <u>\$ 35.00</u> Fixed | <u>\$ 0</u> Per Hour | <u>\$ 2.75</u> Per Mile |
| Up to 3 passengers Wheelchair capable van | <u>\$ 55.00</u> Fixed | <u>\$ 0</u> Per Hour | <u>\$ 2.75</u> Per Mile |
| Up to 7 passengers Wheelchair capable van | <u>\$ 55.00</u> Fixed | <u>\$ 0</u> Per Hour | <u>\$ 2.75</u> Per Mile |

* See attached for the current pricing, per contract.

together for the period they are sharing the vehicle?

10. Minimum Trip charge \$ 50.00
11. Cost per mile \$ 2.75
12. Waiting time – meter charge \$ \$50.00 hourly
 If cancelled the day prior no charge.
13. Charge for cancelled trip \$ If cancelled day of full charge.
14. Lead time to schedule \$ 24 hours

*Please see ALC's Pricing Schedule listed behind Bid Form and Agreement for ALC's full price matrix.

Unit Prices

| TYPE OF TRANSPORT | ORIGINATOR FEE | LABOR | MILEAGE |
|--|----------------------------|-------------------------|----------------------------|
| Up to 3 passengers | \$ <u>\$35.00</u> Fixed | \$ <u>0</u> Per Hour | \$ <u>2.75</u> Per Mile |
| Up to 7 passengers | \$ <u>\$35.00</u> Fixed | \$ <u>0</u> Per Hour | \$ <u>2.75</u> Per Mile |
| Up to 3 passengers Wheelchair capable van | \$ <u>\$55.00</u> Fixed | \$ <u>0</u> Per Hour | \$ <u>2.75</u> Per Mile |
| Up to 7 passengers Wheelchair capable van | \$ <u>\$55.00</u> Fixed | \$ <u>0</u> Per Hour | \$ <u>2.75</u> Per Mile |

- B. It is understood that the DISTRICT reserves the right to reject this bid and this bid shall remain open and not be withdrawn for the period specified in the Notice To Bidders - Invitation For Bids.
- C. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Business & Professions Code §16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the DISTRICT pursuant to this bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment.

Exhibit A
SPECIAL CONDITIONS
Bid No. 1112-04
Outsource Transportation Services

American Logistics Company (ALC)


1. Personnel assigned to perform under this contract may be independent subcontracted drivers, and certain terms and conditions of this contract pertain to the subcontracted personnel as well. Subcontracted personnel shall be subject to continuous approval by the DISTRICT.
2. ALC will be notified prior to 6 P.M. of prior business day for cancellation of service. Where adequate notification is not received, or no notification is received, ALC will bill the student's transportation to the District at the normal rate for the "in" trip.
3. Fuel Surcharge: When the average gasoline price exceeds \$5.00 per gallon, the mileage rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. The gasoline price index to be used shall be found under the category of "California Regular Reformulated Retail Gasoline Prices (cents per gallon)" on the following website: <http://www.eia.doe.gov/oilgas/petroleum/datapublications/wrgp/mogashistory.html>
4. Certificates of Insurance shall provide for ten (10) day notification in the event of non-payment of premium.
5. Insurance shall be placed with California licensed and/or admitted insurers with a current A.M. Best rating of A-VII or better.
6. Delete the requirement for Insurance for automobiles owned by ALC.
7. Insurance coverage shall contain no unreasonable limitations on the scope of the protection afforded to the DISTRICT, its subsidiaries, officials, employees and The Board of Education.
8. **CONDUCT OF EMPLOYEES:** Contractor shall be fully responsible for any damage to DISTRICT property caused by his employees. Repairs or replacement, at the option of the DISTRICT, may be made by the Contractor or by the DISTRICT and charged to the Contractor. Replacement costs are limited to the equivalent costs that the Contractor would have charged the DISTRICT for the services for which the DISTRICT engaged replacement services.
9. **DISPUTES:** Contractor has the right to terminate the contract with thirty (30) days written notice, in the event the DISTRICT fails to pay for services rendered.
10. **DEFAULT AND DISTRICT'S RIGHT TO TERMINATE CONTRACT:** Replacement costs to be limited to the equivalent costs that ALC would have charged the DISTRICT for the services for which the DISTRICT engaged replacement services.
11. **BONDS:** The District is willing to share the cost of the bonds with ALC by picking up the cost of one bond not to exceed \$2813 annually.

All other terms and conditions of agreement shall remain in full force and effect.

DISTRICT



CONTRACTOR



**AMENDMENT TO AGREEMENT ARCHITECTURAL SERVICES
NO. 1213177R**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

WLC ARCHITECTS, INC.

The Agreement between Capistrano Unified School District and WLC Architects, Inc., dated February 28, 2013, for the Capistrano Valley High School Lunch Pavilion Project shall be amended to include the following:

Bid Number: Bid No. 1314-01 has been cancelled. Replace with Bid No. 1314-16.

Increase contract dollar amount: Increase contract to \$178,000 for additional services requested during the Construction Phase of the project.

Except as set forth in this amendment, and Board approved on February 27, 2013, all other terms and conditions of the contract remain in full force and effect.

Capistrano Unified School District

WLC Architects, Inc.

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

EXHIBIT 20

October 14, 2013

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

Re: Additional Service Request
Bidding and Construction Administration Services
Capistrano Valley High School Lunch Pavilion and Music Plaza
Project 1219501.06

Dear John:

Below you will find the requested proposal for WLC Architects, Inc. to provide additional services during the Construction Phase of the Capistrano Valley High School Lunch Pavilion and Music Plaza.

Description of Services:

Our fee is based on providing additional staff time of 20 hours per week for the five month duration of construction.

Compensation:

WLC Architects proposes compensation on a stipulated sum basis of **\$58,000**. The work will be invoiced against project number 1219501 under the Owner/Architect Agreement. Services will be invoiced on a monthly basis until completion of work.

Schedule:

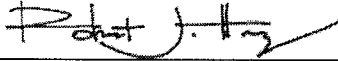
The work will begin per the attached schedule.

Mr. John G. Forney
Additional Service Request
Bidding and Construction Administration Services
Capistrano Valley High School Lunch Pavilion and Music Plaza
Project 1219501.06
October 14, 2013
Page 2

Invoicing:

If the above meets with your approval, please sign and return a copy to WLC for our records.

Authorized:



ROBERT J. HENSLEY
Architect, AIA
LEED™ AP
Chairman, Principal

JOHN G. FORNEY
Executive Director Facilities, Maintenance,
and Operations
Capistrano Unified School District

RJH:rg\P01219500x2-ltr

Enc: Revised Schedule dated October 14, 2013

cc: Nanette Piccini, Director, Accounting, Associate, WLC Architects, Inc.
Elizabeth Sabol, Architect, AIA, LEED™ AP, BD+C, Associate, WLC Architects, Inc.

REVISED SCHEDULE

Capistrano Valley High School Lunch Pavilion and Music Plaza

Capistrano Unified School District

WLC Project No. 12-195.02

| Phase | Duration | Start | Completion |
|--|----------|------------------------|---------------------------|
| Description | Days | Date | Date |
| 3.0 Construction Document Phase | 90 | January 1, 2013 | April 1, 2013 |
| 3.1 DSA Review and Approval | 180 | April 1, 2013 | September 27, 2013 |
| 0.1 Initial Submittal to DSA | | | April 1, 2013 |
| 0.2 Start of DSA Plan Check | 90 | May 28, 2013 | August 26, 2013 |
| 0.3 Address DSA comments | 30 | August 26, 2013 | September 25, 2013 |
| 0.3 Back Check and Approval | | | September 27, 2013 |
| 4.0 Bidding / Negotiation | 28 | January 22, 2014 | February 19, 2014 |
| 4.1 Board Approval - Construction Contract Award | 21 | | March 12, 2014 |
| 5.0 Construction | 150 | March 12, 2014 | August 9, 2014 |
| 5.1 Notice to Proceed | 7 | March 12, 2014 | March 19, 2014 |
| 5.2 Start Submittal Review & Procurement | 28 | March 19, 2014 | April 16, 2014 |
| 5.3 On Site Construction | 120 | April 16, 2014 | August 14, 2014 |
| 6.0 Contingency | 21 | August 14, 2014 | September 4, 2014 |
| 7.0 Occupancy | | | September 8, 2014 |
| Total Project Timeline | | January 1, 2013 | September 8, 2014 |

* designates completed task

ADDITIONAL SERVICE - HOURLY BREAKDOWN

December 5, 2013

| Task | Architectural Hours Required | | | | Consultant Hours Required | | | | | | | Total Fee |
|------------------|------------------------------|-------------------|---------------------|---------------|---------------------------|------------------|-------------------------|----------------------|---------------------|------------------|--------------|-----------|
| | Principal | Project Architect | Sr. Project Manager | Tech Resource | Civil Engineer | Structural Tech. | Mech. / Plumb. Engineer | Mech. / Plumb. Tech. | Electrical Engineer | Electrical Tech. | | |
| | | | | | | | | | | | | |
| March Sub Total | | | | | | | | | | | \$ 5,800.00 | |
| 1. Week 3 | | | 20 | | | | | | | | \$ 2,900.00 | |
| 2. Week 4 | | | 20 | | | | | | | | \$ 2,900.00 | |
| April Sub Total | | | | | | | | | | | \$ 11,600.00 | |
| 3. Week 1 | | | 20 | | | | | | | | \$ 2,900.00 | |
| 4. Week 2 | | | 20 | | | | | | | | \$ 2,900.00 | |
| 5. Week 3 | | | 20 | | | | | | | | \$ 2,900.00 | |
| 6. Week 4 | | | 20 | | | | | | | | \$ 2,900.00 | |
| May Sub Total | | | | | | | | | | | \$ 11,600.00 | |
| 7. Week 1 | | | 20 | | | | | | | | \$ 2,900.00 | |
| 8. Week 2 | | | 20 | | | | | | | | \$ 2,900.00 | |
| 9. Week 3 | | | 20 | | | | | | | | \$ 2,900.00 | |
| 10. Week 4 | | | 20 | | | | | | | | \$ 2,900.00 | |
| June Sub Total | | | | | | | | | | | \$ 11,600.00 | |
| 11. Week 1 | | | 20 | | | | | | | | \$ 2,900.00 | |
| 12. Week 2 | | | 20 | | | | | | | | \$ 2,900.00 | |
| 13. Week 3 | | | 20 | | | | | | | | \$ 2,900.00 | |
| 14. Week 4 | | | 20 | | | | | | | | \$ 2,900.00 | |
| July Sub Total | | | | | | | | | | | \$ 11,600.00 | |
| 15. Week 1 | | | 20 | | | | | | | | \$ 2,900.00 | |
| 16. Week 2 | | | 20 | | | | | | | | \$ 2,900.00 | |
| 17. Week 3 | | | 20 | | | | | | | | \$ 2,900.00 | |
| 18. Week 4 | | | 20 | | | | | | | | \$ 2,900.00 | |
| August Sub Total | | | | | | | | | | | \$ 5,800.00 | |
| 19. Week 1 | | | 20 | | | | | | | | \$ 2,900.00 | |
| 20. Week 2 | | | 20 | | | | | | | | \$ 2,900.00 | |
| TOTAL | 0 | 0 | 400 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ 58,000.00 | |



Agreement
ARCHITECTURAL SERVICES
TERMS AND CONDITIONS
Between

CAPISTRANO UNIFIED SCHOOL DISTRICT
&
WLC ARCHITECTS, INC.

February 28, 2013

0
Agreement

**Agreement
ARCHITECTURAL SERVICES
TERMS AND CONDITIONS**

Between

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

TABLE OF CONTENTS

| | |
|---|----|
| ARTICLE 1 - GENERAL TERMS | 2 |
| ARTICLE 2 - BASIC SERVICES | 5 |
| ARTICLE 3 - THE DISTRICT'S RESPONSIBILITIES | 12 |
| ARTICLE 4 - CONSTRUCTION COST | 13 |
| ARTICLE 5 - DIRECT PERSONNEL EXPENSE | 15 |
| ARTICLE 6 - REIMBURSABLE EXPENSES | 15 |
| ARTICLE 7 - PAYMENTS TO THE ARCHITECT | 15 |
| ARTICLE 8 - ARCHITECT'S ACCOUNTING RECORDS | 17 |
| ARTICLE 9 - OWNERSHIP AND USE OF DOCUMENTS | 17 |
| ARTICLE 10 - INSURANCE AND INDEMNIFICATION | 17 |
| ARTICLE 11 - TERMINATION OF AGREEMENT | 19 |
| ARTICLE 12 - MISCELLANEOUS PROVISIONS | 20 |
| ARTICLE 13 - SUCCESSORS AND ASSIGNS | 21 |
| ARTICLE 14 - EXTENT OF AGREEMENT | 21 |
| ARTICLE 15 - BASIS OF COMPENSATION | 21 |
| EXHIBIT "A" - ARCHITECTS SCOPE OF WORK, SCHEDULE, BUDGET & COMPENSATION ... | 24 |
| EXHIBIT "B" - NEW CONSTRUCTION FEE SCHEDULE | 25 |
| EXHIBIT "C" - RENOVATION/MODERNIZATION FEE SCHEDULE | 26 |
| EXHIBIT "D" - REIMBURSABLE EXPENSES & SPECIALTY CONSULTANT | 27 |

ARTICLE 1 - GENERAL TERMS

"THIS AGREEMENT is made and entered into this 28th day of February, 2013, by and between WLC Architects, Inc. hereinafter referred to as "Architect", and the Capistrano Unified School District, hereinafter referred to as "District". This service agreement contract term will not exceed (5) years."

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

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

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

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

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

1.3 Hiring of Consultants and Personnel.

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

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

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

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

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

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

1.5 Laws and Regulations.

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

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

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

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

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

ARTICLE 2 - BASIC SERVICES

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

2.1 SCHEMATIC DESIGN PHASE

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

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

2.2 DESIGN DEVELOPMENT PHASE

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

2.3 CONSTRUCTION DOCUMENTS PHASE

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

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

2.4 DIVISION OF STATE ARCHITECT (DSA) APPROVAL PHASE

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

2.5 BIDDING OR NEGOTIATION PHASE

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

2.6 CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT

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

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

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

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

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

2.7 EXTENDED CONSTRUCTION ADMINISTRATIVE SERVICES

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

2.8 ADDITIONAL SERVICES

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

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

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

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

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

2.9 TIME

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

ARTICLE 3 - THE DISTRICT'S RESPONSIBILITIES

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

12
Agreement

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

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

ARTICLE 4 - CONSTRUCTION COST

4.1 DEFINITION

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

13
Agreement

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

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

4.2 RESPONSIBILITY FOR CONSTRUCTION COST

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

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

ARTICLE 5 - DIRECT PERSONNEL EXPENSE

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

ARTICLE 6 - REIMBURSABLE EXPENSES

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

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

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

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

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

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

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

ARTICLE 7 - PAYMENTS TO THE ARCHITECT

7.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

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

15
Agreement

Agreement.

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

7.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

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

7.3 PAYMENTS WITHHELD

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

7.4 PROJECT SUSPENSION OR ABANDONMENT

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

ARTICLE 8 - ARCHITECT'S ACCOUNTING RECORDS

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

ARTICLE 9 - OWNERSHIP AND USE OF DOCUMENTS

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

ARTICLE 10 - INSURANCE AND INDEMNIFICATION

10.1 Prior to commencing performance under the Agreement, and continuing until all Services to be performed under this Agreement have been completed, the Architect shall, at its sole cost and expense, carry and maintain the insurance coverage's as set forth below. Evidence of such insurance shall be provided to the District by delivering copies of the policies or certificates of insurance setting forth the required coverage. The insurance required hereunder shall provide for the following coverage's and limits with companies properly licensed and satisfactory to the District:

10.1.1 Worker's Compensation and Employers Liability Insurance in Architect's name with limits of liability under the Employer's Liability of not less than \$1,000,000.00 for bodily injury by accident; \$1,000,000.00 per employee for bodily injury by disease; \$1,000,000.00 for bodily injury by disease.

10.1.2 Commercial General Liability Insurance in the Architect's name, with bodily injury limits of not less than \$1,000,000.0 each occurrence, and \$2,000,000.00 in aggregate, and property damage limit of not less than \$500,000.00. Such Commercial General Liability Insurance shall include the following liability "hazards": premises and operations liability; personal injury liability; broad form property damage liability; and complete operations liability.

10.1.3 Automobile Liability Insurance with an Employer's Non-Districtship Liability Endorsement in Architect's name. Limits of liability shall not be less than \$1,000,000.00 per person and \$1,000,000.00 per accident for bodily injury, and \$1,000,000.00 for property damage.

10.1.4 Professional Liability Insurance covering errors and omissions, with limits of liability of not less than \$1,000,000.00.

10.2 The following additional specifications and stipulations shall apply to the policies providing the insurance coverage's required of Architect hereunder.

10.2.1 The Architect shall submit proof of the required insurance coverage's at the time of the execution of this Agreement.

10.2.2 The Architect shall assure that all such coverage's are in full force and effect during the time intervals hereafter stipulated. The initial inception date of all such coverage's shall be the date on which this Agreement is executed. The Professional Liability and all other coverage's (except for the Automobile Liability coverage) shall remain in effect for at least one (1) year after the date of final Completion of the Project and acceptance thereof by the District. The Automobile policy shall remain in effect until at least the date on which the Architect is paid in full under this Agreement. The Architect shall not take action, or omit to take any action that would suspend or invalidate any of the required coverage's during the time period they are required to be in affect.

10.2.3 With respect to all Worker's Compensation and Employee Liability coverage's required under this Article, the Architect shall cause such coverage's to be provided on a "primary" basis, regardless of the requirement that the District be named, for some purposes, as an additional insured on the policies of the

18
Agreement

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

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

ARTICLE 11 - TERMINATION OF AGREEMENT

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

ARTICLE 12 - MISCELLANEOUS PROVISIONS

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

20
Agreement

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

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

ARTICLE 13 - SUCCESSORS AND ASSIGNS

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

ARTICLE 14 - EXTENT OF AGREEMENT

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

ARTICLE 15 - BASIS OF COMPENSATION

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

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

15.2 BASIC COMPENSATION FOR ARCHITECTURAL SERVICES

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

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

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

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

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

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

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

The calculated hourly rates are as follows:

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


*To be verified by timesheet audit

15.4 COMPENSATION FOR ADDITIONAL SERVICES

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

This Agreement entered into as of the day and year first written above.

DISTRICT

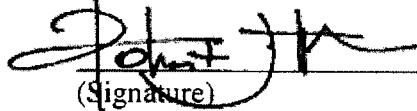


(Signature)

4/25/13

(Date)

ARCHITECT



(Signature)

4-15-2013

(Date)

Terry Fluent
Director, Purchasing

Robert J. Hensley
Principal, Chairman, WLC Architects, Inc

23
Agreement

EXHIBIT "A"
ARCHITECTS SCOPE OF WORK, SCHEDULE,
BUDGET, AND COMPENSATION

The Architect agrees to perform the basic scope of services as define in the attached proposal letter. While the terms and conditions contained within the base agreement outline the general working relationship between the District and the Architect, the content of Exhibit "A" shall govern the specifics for this project.

Exhibit "A"



George M. Wiens, AIA • Robert J. Hensley, AIA • James P. DiCamillo, AIA • Glenn Ueda, AIA
Max Medina, AIA • Kelley Needham, AIA • Kevin A. MacQuarrie, AIA • Mark Graham, AIA
Bill Louie, AIA • Leopold Ray-Lynch, AIA

January 24, 2013

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

Re: Fee Proposal for Architectural/Engineering Services
Lunch Pavilion and Music Plaza
Capistrano Valley High School

Dear John:

WLC Architects, Inc. is pleased to submit a proposal to provide architectural/engineering services for the lunch pavilion and music plaza to be located at the Capistrano Valley High School. As requested, we have prepared a description of the scope and a cost estimate (attached) for the District and School Board to review.

- I. Three PC approved Lunch Shelters and Site work
 - a. The proposal is based on the sketch provided by EDENCO on September 7, 2012 (attached).
 - b. Two lunch shelters are to be located on the second floor level which requires site grading and retaining walls. The third lunch shelter will be located on the ground level adjacent to the new Performing Arts Building in the area that is currently designated for landscape.
 - c. The estimate does include palm tree planters or 24" high raised stage as shown on EDENCO's sketches.
 - d. Construction Budget:
 - i. The total construction budget is based on the available information and possible issues that may arise with a renovation type project. We have included contingencies to allow for some unforeseen conditions that may be found on site.
 - ii. The total construction cost budget for the above scope plus contingency is \$ 1,092,127.
 - iii. The total soft cost for the project including contingency is \$339,053.

8163 Rochester Avenue, Suite 100, Rancho Cucamonga, California 91730 ph: 909 987 0909 fax: 909 980 9980
www.wlcarchitects.com

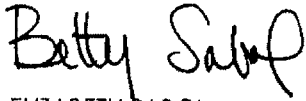
Mr. John G. Forney
Fee Proposal for Architectural/Engineering Services
Lunch Shelters
Capistrano Valley High School
January 24, 2013
Page 2

iv. The total project budget would therefore be **\$ 1,432,101.**

The scope as described does not include any additional work that DSA may decide to add.

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

Sincerely,



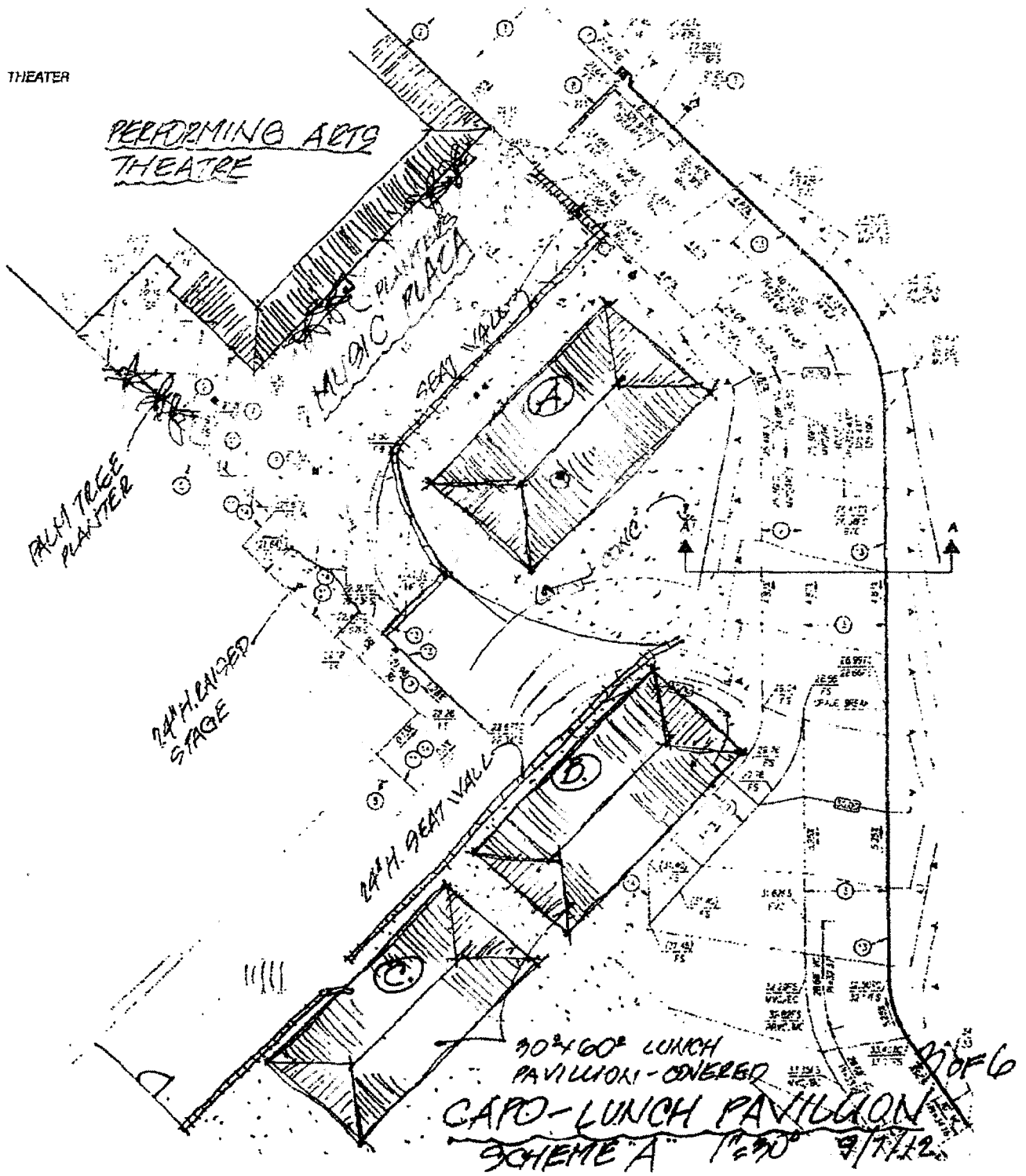
ELIZABETH SABOL
Architect, AIA
LEED™ AP BC +C
Associate

BS:rg\12118R-mkt

Enc: Sketch by EDENCO dated September 7, 2012
Estimate of Probable Cost

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

THEATER



CAPISTRANO VALLEY HS LUNCH SHELTERS
THREE PC APPROVED SHELTERS AND SITE WORK



| January 24, 2013 | | | | | |
|---|--|-------------------|--------------------|-----------------|---------------------------|
| | | Percent Factor | Percent Project | Budgeted Amount | Estimated OPSC Funding |
| A. ESTIMATED CONSTRUCTION (HARD) COSTS | | | | | |
| 1 | (3) 30' x 60' PC Approved Lunch Shelters | | | \$ 243,000 | |
| 2 | Ceiling Lights/Power @ Shade Shelter | | | \$ 64,800 | |
| 3 | Lunch Shelter Footings | | | \$ 60,000 | |
| 4 | Landscape | | | \$ 25,000 | |
| 5 | Site revisions | | | \$ 10,000 | |
| 6 | Subtotal: | | | \$ 402,800 | State Grants |
| 7 | Site Development | | | \$ 230,000 | \$ - |
| 8 | Storm Drain Boxes Tie-In | | | \$ 22,000 | \$ - |
| 9 | Retaining Wall and Seating | | | \$ 194,400 | \$ - |
| 10 | Site Lighting | | | \$ 75,000 | \$ - |
| 11 | Subtotal: | | | \$ 521,400 | |
| 12 | Available for Construction (Prime Contractor Bids) | | 64.5% | \$ 924,200 | \$ - |
| 13 | Construction Estimate Contingency | 5.0% | | \$ 46,210 | |
| 14 | Subtotal: | | 67.8% | \$ 970,410 | |
| 15 | CM's or GC's General Conditions Costs | 6.0% | | \$ 55,452 | |
| 16 | Subtotal: | | 71.6% | \$ 1,025,862 | |
| 17 | CM's or CG's Fees | 6.0% | | \$ 55,452 | |
| 18 | BID CONTINGENCY (Escalation) | 1.0% | | \$ 10,813 | |
| 19 | TOTAL ESTIMATED CONSTRUCTION COST: | | 76.3% | \$ 1,092,127 | |
| B. ESTIMATED PROJECT (SOFT) COSTS | | | | | |
| 20 | Site Surveys / Topos | lump sum | | \$ - | \$ - |
| 21 | Site Geotech / Soil Borings | lump sum | | \$ - | \$ - |
| 22 | Furniture, Fixtures, Equipment (FFE) Allowance | lump sum | | \$ - | \$ - |
| 23 | Architect/Engineer Fees | 10.99% | | \$ 120,000 | |
| 24 | Construction Manager | 10.99% | | \$ 120,000 | |
| 25 | DSA Plancheck Fees | 0.83% | | \$ 9,053 | |
| 26 | CDE Project Review Fees | 0.07% | | \$ - | |
| 27 | DTSC/HAZMAT Environmental Consultant/Fees | 0.35% | | \$ - | \$ - |
| 28 | CEQA Consultant | 1.00% | | \$ - | |
| 29 | Utility City/County Fees & Inspections | lump sum | | \$ - | |
| 30 | DSA Inspector of Record | 6.87% | | \$ 75,000 | |
| 31 | Special Inspection + Materials Testing | | | \$ - | |
| 32 | Labor Compliance Program Administration | | | \$ - | \$ - |
| 33 | Bidding / Reimbursable | 0.46% | | \$ 5,000 | |
| 34 | Subtotal: | | 23.0% | \$ 329,053 | \$ - |
| 35 | PROJECT CONTINGENCY (District reserve added cost) | 1.00% | | \$ 10,921 | |
| 36 | TOTAL ESTIMATED SOFT COST: | | 23.7% | \$ 339,974 | |
| 37 | | | | | |
| 38 | TOTAL ESTIMATED PROJECT BUDGET: | | | \$ 1,432,101 | |
| 39 | PROJECT ELIGIBILITY (OPSC APPROVED): | | | \$ - | |
| 40 | DISTRICT LOCAL FUNDING: | | | \$ 1,432,101 | |
| 41 | TOTAL AVAILABLE FUNDING: | | | \$ 1,432,101 | |

PREPARED BY ARCHITECT:

APPROVED BY DISTRICT:

X

X

Exhibit "A"
Capistrano Valley High School - Lunch Pavilions
 Architectural & Engineering Design Services

Fee Matrix

Form WLC Architects, Inc.
 Date: 10/29/13

| Discipline | Sub-Categories | February 2013 Design Phase | | | March 2013 Cost Documents | | | April 2013 Cost Documents | | | May 2013 Bidding Phase | | | August 2013 Construction Award | | | September 2013 Civil Administration | | | October 2013 Civil Administration | | | November 2013 Civil Administration | | | Totals | | |
|---------------------|---------------------------|-------------------------------|-----------|------|------------------------------|-----------|------|------------------------------|-----------|------|---------------------------|----------|------|-----------------------------------|----------|------|--|-----------|------|--------------------------------------|-----------|------|---------------------------------------|-----------|------|--------|-----------|------|
| | | Hrs. | Cost | Rate | Hrs. | Cost | Rate | Hrs. | Cost | Rate | Hrs. | Cost | Rate | Hrs. | Cost | Rate | Hrs. | Cost | Rate | Hrs. | Cost | Rate | Hrs. | Cost | Rate | Hrs. | Cost | Rate |
| Architectural | WLC ARCHITECT, INC. | 1 | 210.00 | | 1 | 840.00 | | 1 | 840.00 | | 1 | 840.00 | | 1 | 840.00 | | 1 | 840.00 | | 1 | 840.00 | | 1 | 840.00 | | 1 | 840.00 | |
| | Principal Architect | 4 | | | 4 | 840.00 | | 4 | 840.00 | | 4 | 840.00 | | 4 | 840.00 | | 4 | 840.00 | | 4 | 840.00 | | 4 | 840.00 | | 4 | 840.00 | |
| | Project Architect/Manager | 40 | 6,800.00 | | 32 | 5,440.00 | | 16 | 5,440.00 | | 12 | 7,260.00 | | 6 | 1,360.00 | | 40 | 6,800.00 | | 40 | 6,800.00 | | 40 | 6,800.00 | | 40 | 6,800.00 | |
| | Architectural Engineer | 80 | 7,600.00 | | 80 | 2,720.00 | | 24 | 5,760.00 | | 24 | 2,280.00 | | 2 | 1,920.00 | | 20 | 1,920.00 | | 20 | 1,920.00 | | 20 | 1,920.00 | | 20 | 1,920.00 | |
| Structural | Architectural Engineer | 4 | 450.00 | | 6 | 450.00 | | 4 | 450.00 | | 4 | 300.00 | | 2 | 150.00 | | 2 | 150.00 | | 2 | 150.00 | | 2 | 150.00 | | 2 | 150.00 | |
| | Structural Engineer | 12 | 1,800.00 | | 12 | 1,800.00 | | 12 | 1,800.00 | | 4 | 600.00 | | 6 | 900.00 | | 4 | 600.00 | | 4 | 600.00 | | 4 | 600.00 | | 4 | 600.00 | |
| | Structural Engineer | 20 | 3,000.00 | | 14 | 2,170.00 | | 14 | 2,170.00 | | 3 | 450.00 | | 2 | 310.00 | | 2 | 310.00 | | 2 | 310.00 | | 2 | 310.00 | | 2 | 310.00 | |
| | MECHANICAL | 8 | 1,160.00 | | 10 | 1,450.00 | | 10 | 1,450.00 | | 4 | 500.00 | | 2 | 250.00 | | 2 | 250.00 | | 2 | 250.00 | | 2 | 250.00 | | 2 | 250.00 | |
| Landscape | MEP Engineer | 4 | 600.00 | | 6 | 900.00 | | 4 | 600.00 | | 2 | 300.00 | | 2 | 300.00 | | 4 | 600.00 | | 4 | 600.00 | | 4 | 600.00 | | 4 | 600.00 | |
| | MEP Engineer | 4 | 600.00 | | 6 | 900.00 | | 4 | 600.00 | | 2 | 300.00 | | 2 | 300.00 | | 4 | 600.00 | | 4 | 600.00 | | 4 | 600.00 | | 4 | 600.00 | |
| | MEP Engineer | 4 | 600.00 | | 6 | 900.00 | | 4 | 600.00 | | 2 | 300.00 | | 2 | 300.00 | | 4 | 600.00 | | 4 | 600.00 | | 4 | 600.00 | | 4 | 600.00 | |
| | MEP Engineer | 4 | 600.00 | | 6 | 900.00 | | 4 | 600.00 | | 2 | 300.00 | | 2 | 300.00 | | 4 | 600.00 | | 4 | 600.00 | | 4 | 600.00 | | 4 | 600.00 | |
| Total Lump Sum Fee: | | | 23,530.00 | | | 18,730.00 | | | 18,730.00 | | | 7,560.00 | | | 2,440.00 | | | 11,550.00 | | | 11,550.00 | | | 11,550.00 | | | 11,550.00 | |

EXHIBIT "B"
NEW CONSTRUCTION FEE SCHEDULE

1. Compensation for New Construction Projects shall be initially based upon the following fee schedules. After the project scope of work has been finalized and the construction budget has been approved by the school board, the Architectural Compensation shall be converted to a lump sum fee. Regardless of the final bid amount the fee will not be increase unless the district require a change in the project scope of work.

ARCHITECT'S FEE SCHEDULE
(New Construction)

1. Nine percent (9%) of the first five hundred thousand dollars (\$500,000.00) of computed cost.
2. Eight and one-half percent (8 1/2%) of the next five hundred thousand dollars (\$500,000.00) of computed cost.
3. Eight percent (8%) of the next one million dollars (\$1,000,000.00) of computed cost.
4. Seven percent (7%) of the next four million dollars (\$4,000,000.00) of computed cost.
5. Six percent (6%) of the next four million dollars (\$4,000,000.00) of computed cost.
6. Five percent (5%) of computed cost in excess of ten million dollars (\$10,000,000.00).
7. Four percent (4%) on the cost of factory built portables. (Building cost only all other costs are included in calculation items (1) through (6) above.)

Computed cost equals the total award from the initial construction contract(s), plus the cost of all approved additive contract change orders with the exception of items resulting from errors and omissions on the part of the architect. Base fees shall be calculated utilizing the sum of all awarded prime contractor's bids and the construction manager's general conditions and professional fees for each uniquely advertised portion or phase plus Eighty Percent (80%) of the fee for any non-accepted additive alternate items.

EXHIBIT "C"
RENOVATION/MODERNIZATION FEE SCHEDULE

1. Compensation for Renovation/Modernization Projects shall be initially based upon the following fee schedules. After the project scope of work has been finalized and the construction budget has been approved by the school board, the Architectural Compensation shall be converted to a lump sum fee. Regardless of the final bid amount the fee will not be increase unless the district require a change in the project scope of work.

ARCHITECT'S FEE SCHEDULE
(Reconstruction/Modernization)

1. Twelve percent (12%) of the first five hundred thousand dollars (\$500,000.00) of computed cost. (\$60,000.00)
2. Eleven and one-half percent (11 1/2%) of the next five hundred thousand dollars (\$500,000.00) of computed cost. (\$57,500.00)
3. Eleven percent (11%) of the next one million dollars (\$1,000,000.00) of computed cost. (\$110,000.00)
4. Ten percent (10%) of the next four million dollars (\$4,000,000.00) of computed cost. (\$400,000.00)
5. Nine percent (9%) of the next four million dollars (\$4,000,000.00) of computed cost. (\$360,000.00)
6. Eight percent (8%) of the computed cost in excess of ten million dollars (\$10,000,000.00).

Computed cost equals the total award from the initial construction contract(s), plus the cost of all approved additive contract change orders with the exception of items resulting from errors and omissions on the part of the architect. Base fees shall be calculated utilizing the sum of all awarded prime contractor's bids and the construction manager's general conditions and professional fees for each uniquely advertised portion or phase plus Eighty Percent (80%) of the fee for any non-accepted additive alternate items.

EXHIBIT "D"
REIMBURSABLE EXPENSES & SPECIALTY CONSULTANT EXPENSES

The Architect shall be reimbursed for certain services and costs necessary to perform the services set forth in the Agreement including, but not limited to:

Reimbursable Expenses:

1. Printing
2. Computer Scanning of Documents
3. Specialty Consultants Services Required for the Project
4. State and Local Applications
5. Travel Expenses (only for trips to Sacramento for OPSC/District meetings)

Example of Specialty Consultants:

1. Technology and Multi-Media Planning
2. Acoustical Design Standards
3. Food Services Designer
4. Theater/Lighting Design Consultant
5. Acoustical Engineer
6. Fire Sprinkler Engineer
7. Furniture and Equipment Specifications

The current projected total for all Reimbursable Expenses shall be based upon an initial lump sum budget of \$5,000. Specialty Consultants budget shall be \$0.00. Note that Specialty Consultants are defined as any additional consultants beyond the consultants included within the Basic Services per Article 2. All reimbursable expenses shall be invoiced at 110% of actual cost. The Architect= S Reimbursable Expenses for these services shall not time exceed 5% of the Project Construction Cost in accordance with previous Office of Public School Construction guidelines for General Conditions Costs. At the time the Schematic Design is completed compensation will be adjusted to match the final construction budget.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 8, 2014
Classified Employees

ACCEPT RESIGNATIONS/TERMINATIONS

| <u>Name</u> | <u>Position Title</u> | <u>Reason</u> | <u>Original Hire Date</u> | <u>Date of Separation</u> |
|-----------------------|------------------------|------------------|---------------------------|---------------------------|
| 1. Bohn, Julia | IF-Sp Ed | Voluntary | 11/01/2010 | 12/09/2013 |
| 2. Deracat, Emily | Inst Asst-Sp Ed | Other Employment | 11/26/2012 | 12/20/2013 |
| 3. Farley, Lynn | BIngl Inst Asst-Presch | Other Employment | 02/19/2013 | 12/20/2013 |
| 4. Jakovich, Alexis | Inst Asst-Computer Lab | Voluntary | 03/14/2013 | 08/12/2013 |
| 5. McNeill, Lori | Sub Student Supvr | Other Employment | 10/18/2012 | 10/24/2013 |
| 6. Montes, Noah | MS Campus Supvr | Other Employment | 09/23/2013 | 11/01/2013 |
| 7. Oxales, Ellen | Registrar | Other Employment | 05/09/2007 | 12/20/2013 |
| 8. Rothschild, Nicole | Inst Asst-Sp Ed | Other Employment | 11/12/2013 | 12/06/2013 |
| 9. Soto, Katrina | Inst Asst-Sp Ed | Retirement | 09/20/1989 | 12/26/2013 |

APPROVE EMPLOYMENT

| <u>Name</u> | <u>Position-Part Time</u> | <u>Salary</u> | <u>Range Step</u> | <u>Effective Date</u> |
|------------------------|------------------------------------|---------------|-------------------|-----------------------|
| 10. Alcalay, Tyler | Inst Asst-Sp Ed (9.5mo/17.5hpw) | \$14.79 hr | R22-1 | 01/09/2014 |
| 11. Dunning, Lisa | Inst Asst (9.5mo/15hpw) | \$13.74 hr | R19-1 | 01/09/2014 |
| 12. Espaldon, Michelle | IF-Sp Ed (9.5mo/30hpw) | \$14.79 hr | R22-1 | 01/09/2014 |
| 13. May, Carey | Inst Asst-Sp Ed (9.5mo/17.5hpw) | \$15.52 hr | R20-3 | 01/09/2014 |
| 14. Reyes, Laura | FS Worker (9.5mo/15hpw) | \$12.14 hr | R14-1 | 01/09/2014 |

| <u>Name</u> | <u>Position-Substitute</u> | <u>Salary</u> | <u>Range Step</u> | <u>Effective Date</u> |
|-----------------------|----------------------------|---------------|-------------------|-----------------------|
| 15. Del Toro, Michele | Sch Clerk I | \$15.16 hr | R23-1 | 01/09/2014 |
| 16. Deracat, Emily | Inst Asst-Sp Ed | \$14.08 hr | R20-1 | 01/09/2014 |
| 17. Farley, Lynn | BIngl Inst Asst-Presch | \$15.54 hr | R24-1 | 01/09/2014 |
| 18. Gautreaux, Julie | Student Supvr | \$10.00 hr | | 01/09/2014 |
| 19. Nieto, Amy | Student Supvr | \$10.00 hr | | 01/09/2014 |
| 20. Privett, Dawn | Inst Asst-Sp Ed | \$14.08 hr | R20-1 | 11/18/2013 |
| 21. Weiss, Karen | Student Supvr | \$10.00 hr | | 01/09/2014 |
| 22. Young, Annie | Student Supvr | \$10.00 hr | | 01/09/2014 |
| 23. Zhou, Lin | Student Supvr | \$10.00 hr | | 01/09/2014 |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 8, 2014
Classified Employees

APPROVE EMPLOYMENT (Cont.)

| <u>Name</u> | <u>Position-Short Term</u> | <u>Salary</u> | <u>Effective Date</u> |
|------------------------|----------------------------|---------------|-----------------------|
| 24. Lee, Alexander | Student Worker | \$8.00 | 11/01/2013-06/30/2014 |
| 25. McDow, Michael | Student Worker | \$8.00 | 11/01/2013-06/30/2014 |
| 26. Mena, Maria | Student Worker | \$8.00 | 11/01/2013-06/30/2014 |
| 27. Sanchez, Neiva | Student Worker | \$8.00 | 11/01/2013-06/30/2014 |
| 28. Wilkinson, Brendon | Student Worker | \$8.00 | 11/15/2013-01/30/2014 |

APPROVE CO-CURRICULAR ASSIGNMENTS

| <u>Name</u> | <u>Position</u> | <u>Location</u> | <u>Salary</u> | <u>Effective Date</u> |
|-----------------------|--------------------------------------|----------------------|---------------|-----------------------|
| 29. Arneson, Jim | Basketball, Girls' (Head) | Tesoro HS | \$ 3,521.00 | 11/25/2013-02/14/2014 |
| 30. Barnett, Keith | Basketball, Boys' Varsity (Head) | Aliso Niguel HS | \$ 3,521.00 | 11/09/2013-02/06/2014 |
| 31. Beeler, Chad | Waterpolo, Girls' Varsity (Head) | Dana Hills HS | \$ 3,301.00 | 11/11/2013-02/14/2014 |
| 32. Burns, Lacey | Basketball, Girls' Varsity (Head) | San Clemente HS | \$ 3,521.00 | 11/11/2013-02/14/2014 |
| 33. Carey, Steve | Soccer, Boys' Varsity (Asst) | San Juan Hills HS | \$ 2,641.00 | 12/01/2013-02/01/2014 |
| 34. Deverrick, George | Soccer, Girls' Varsity (Head) | Tesoro HS | \$ 3,301.00 | 11/25/2013-02/14/2014 |
| 35. Gerbershagen, Jim | Lacrosse, Varsity (Head) | Capistrano Valley HS | \$ 3,301.00 | 03/01/2014-05/06/2013 |
| 36. Kohler, Tom | Volleyball, Boys' Varsity (Head) | San Juan Hills HS | \$ 3,301.00 | 02/25/2014-05/06/2014 |
| 37. Murray, Chris | Soccer, Boys' Varsity (Asst) | San Clemente HS | \$ 2,641.00 | 11/11/2013-02/14/2014 |
| 38. Newberry, Daniel | Waterpolo, Girls' Varsity (Head) | San Juan Hills HS | \$ 3,301.00 | 11/25/2013-02/14/2014 |
| 39. Powell, Logan | Waterpolo, Girls' Varsity (Head) | San Clemente HS | \$ 3,301.00 | 11/11/2013-02/14/2014 |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 8, 2014
Classified Employees

APPROVE EMPLOYMENT (Cont.)

| <u>Name</u> | <u>Position</u> | <u>Location</u> | <u>Salary</u> | <u>Effective Date</u> |
|-----------------------|--------------------------------------|-------------------|---------------|---------------------------|
| 40. Richter, Jessica | Basketball, Girls' Varsity (Head) | San Clemente HS | \$ 3,081.00 | 11/11/2013- 02/14/2014 |
| 41. Schneringer, Paul | Waterpolo, Girls' Varsity (Asst) | San Juan Hills HS | \$ 2,641.00 | 11/25/2013- 02/04/2014 |

APPROVE CIF CO-CURRICULAR ASSIGNMENTS

| <u>Name</u> | <u>Position</u> | <u>Location</u> | <u>Salary</u> | <u>Effective Date</u> |
|------------------------|---|----------------------|---------------|---------------------------|
| 42. Biggs, Paul | Golf, Girls' Varsity (Head) | Aliso Niguel HS | \$ 165.05 | 10/29/2013- 11/16/2013 |
| 43. Butler, Peter | Volleyball, Girls' Varsity (Head) | Aliso Niguel HS | \$ 330.10 | 11/06/2013- 11/16/2013 |
| 44. DiLeo, Tim | Tennis, Girls' (Head) | Tesoro HS | \$ 330.10 | 11/24/2013 |
| 45. Machado, Terri | Tennis, Girls' Varsity (Head) | Capistrano Valley HS | \$ 495.15 | 11/02/2013- 11/25/2013 |
| 46. Middlebrook, Stacy | Cross Country, Varsity, (Head) | Aliso Niguel HS | \$ 330.10 | 11/07/2013 |
| 47. Parry, Jonathan | Volleyball, Girls' Varsity (Head) | Capistrano Valley HS | \$ 330.10 | 11/07/2013 |
| 48. Price, Robert | Cross Country, Girls' Varsity (Head) | San Juan Hills HS | \$ 165.05 | 11/11/2013 |
| 49. Russell, Jones | Cross Country, Boys' (Head) | Capistrano Valley HS | \$ 495.15 | 11/09/2013- 11/16/2013 |
| 50. Walsh, John | Cross Country, Varsity (Head) | Aliso Niguel HS | \$ 330.10 | 11/07/2013- 11/16/2013 |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 8, 2014
Classified 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> |
|----------------------------|---------------------------------|-------------------|---------------|-----------------------|
| 51. Alonzo, Cathy | Music Instruction | San Juan Hills HS | \$ 3,000.00 | 09/10/2013-06/24/2014 |
| 52. Baum, Brittany | Volleyball, Girls' (Asst) | Dana Hills HS | \$ 3,300.00 | 08/21/2013-11/06/2013 |
| 53. Beeler, Chad | Waterpolo, Girls' | Dana Hills HS | \$ 3,260.00 | 09/02/2013-11/15/2013 |
| 54. Blank, Daniel | Music Instruction | San Juan Hills HS | \$ 3,000.00 | 09/10/2013-06/24/2014 |
| 55. Calzadilla, Erick | Soccer, Boys' (Asst) | Tesoro HS | \$ 2,174.05 | 11/25/2013-02/14/2014 |
| 56. Cassarrubias, Tommy | Soccer, Frosh/Soph | San Juan Hills HS | \$ 2,000.00 | 12/01/2013-02/01/2014 |
| 57. Davis, Nancy | Violin Specialist | Newhart MS | \$ 3,500.00 | 09/09/2013-06/24/2014 |
| 58. Edge, Carey | Track and Field, (Asst) | Tesoro HS | \$ 2,400.00 | 03/01/2014-05/09/2014 |
| 59. Fleming, Douglas | Basketball, Boys' (Asst) | Aliso Niguel HS | \$ 2,200.00 | 11/09/2013-02/06/2014 |
| 60. Hammer, Joseph | Waterpolo, Boys' (Asst) | Aliso Niguel HS | \$ 2,000.00 | 08/26/2013-11/01/2013 |
| 61. Horn, DuWayne | Basketball, (Asst) | San Clemente HS | \$ 2,500.00 | 11/11/2013-02/14/2014 |
| 62. Justice, Brian | Basketball, Boys' (Asst) | San Clemente HS | \$ 2,000.00 | 11/11/2013-02/14/2014 |
| 63. Kawai, Ann Marie | Music Instruction | Tesoro HS | \$ 300.00 | 10/31/2013-06/24/2014 |
| 64. Keeler, Jerry | Soccer, Boys' (Asst) | Tesoro HS | \$ 500.00 | 09/09/2013-11/15/2013 |
| 65. King, Emily | Softball, (Asst) | San Juan Hills HS | \$ 1,000.00 | 09/01/2013-11/07/2013 |
| | | | \$ 1,250.00 | 02/24/2014-05/06/2014 |
| 66. Konopasky, Sarah | Cross Country, Girls' (Asst) | Tesoro HS | \$ 1,000.00 | 10/23/2013-11/30/2013 |
| 67. Koshko, Darren | Baseball, JV (Asst) | Aliso Niguel HS | \$ 1,500.00 | 10/28/2013-02/01/2014 |
| 68. Kramer, Leonie | Music Instruction | San Juan Hills HS | \$ 3,000.00 | 09/10/2013-06/24/2014 |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 8, 2014
Classified Employees

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

| <u>Name</u> | <u>Position</u> | <u>Location</u> | <u>Salary</u> | <u>Effective Date</u> |
|----------------------------|--|----------------------|---------------|---------------------------|
| 69. McRoberts, Stephen | Cross Country, Boys' | Capistrano Valley HS | \$ 2,200.00 | 11/18/2013- 01/31/2014 |
| 70. Mika III, John | Basketball, Boys' (Asst) | Tesoro HS | \$ 2,200.00 | 11/25/2013- 02/14/2014 |
| 71. Montecinos, Oscar | Basketball, (Asst) | San Clemente HS | \$ 2,500.00 | 11/11/2013- 02/14/2014 |
| 72. Montgomery, Anthony | Drum Coach | San Clemente HS | \$ 7,000.00 | 01/09/2014- 06/24/2014 |
| 73. Navabpour, Cyrus | Soccer, Boys' Frosh/Soph | Capistrano Valley HS | \$ 500.00 | 11/01/2013- 02/01/2014 |
| 74. Nematollah, Parham | Basketball, Boys' (Asst) | Aliso Niguel HS | \$ 2,200.00 | 11/09/2013- 02/06/2014 |
| 75. Newberry, Daniel | Waterpolo, Girls' Frosh/Soph (Head) | San Juan Hills HS | \$ 3,261.00 | 11/18/2013- 02/14/2014 |
| | Waterpolo, Boys' | | \$ 3,261.00 | |
| | Swimming, Girls' | | \$ 3,261.00 | |
| | Swimming, Boys' | | \$ 3,261.00 | |
| 76. Ornelas, Erick | Soccer, Boys' (Asst) | Capistrano Valley HS | \$ 2,640.00 | 11/15/2013- 02/01/2014 |
| 77. Owens, John | Wrestling (Asst) | San Clemente HS | \$ 2,800.00 | 11/11/2013- 02/14/2014 |
| 78. Pacek, Kristina | Swimming, Girls' Varsity (Asst) | San Juan Hills HS | \$ 3,261.00 | 11/18/2013- 02/14/2014 |
| | Swimming, Boys' Varsity (Asst) | | \$ 3,261.00 | |
| | Waterpolo, Girls' Varsity (Asst) | | \$ 3,261.00 | |
| | Waterpolo, Boys' Varsity (Asst) | | \$ 3,261.00 | |
| 79. Phillips, Ryan | Basketball, (Asst) | San Clemente HS | \$ 1,500.00 | 11/11/2013- 02/14/2014 |
| 80. Price, Ryan | Basketball, Boys' JV (Asst) | Aliso Niguel HS | \$ 2,200.00 | 11/09/2013- 02/06/2014 |
| 81. Riach, Tom | Basketball, Boys' Varsity (Asst) | Aliso Niguel HS | \$ 3,081.00 | 11/09/2013- 02/06/2014 |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 8, 2014
Classified Employees

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

| <u>Name</u> | <u>Position</u> | <u>Location</u> | <u>Salary</u> | <u>Effective Date</u> |
|---------------------------------|--------------------------------------|----------------------|---------------|---------------------------|
| 82. Ricci, David | Lacrosse, Boys' (Asst) | Capistrano Valley HS | \$ 2,640.00 | 11/18/2013- 01/31/2014 |
| 83. Roh, Kyle | Wrestling, (Asst) | Dana Hills HS | \$ 3,000.00 | 11/11/2013- 02/04/2014 |
| 84. Rusinkovich, Jake | Basketball, Boys' (Asst) | San Clemente HS | \$ 1,500.00 | 11/11/2013- 02/14/2014 |
| 85. Russ, Jones | Cross Country, Boys' | Capistrano Valley HS | \$ 2,200.00 | 11/18/2013- 01/31/2014 |
| 86. Schneringer, Paul | Waterpolo, Boys' | San Juan Hills HS | \$ 3,261.00 | 11/18/2013- 02/14/2014 |
| 87. Soto, Mario | Soccer, Boys' (Asst) | Capistrano Valley HS | \$ 2,640.00 | 01/09/2014- 02/01/2014 |
| 88. Sundin, Lindsey | Basketball, Girls' Varsity (Asst) | San Clemente HS | \$ 3,000.00 | 11/11/2013- 02/14/2014 |
| 89. Vanheydoorn- Moore, Rudy | Music Instruction | San Juan Hills HS | \$ 8,000.00 | 09/10/2013- 06/24/2014 |
| 90. Wang, Bayan | Basketball, Boys' (Asst) | Aliso Niguel HS | \$ 2,200.00 | 11/09/2013- 02/06/2014 |
| 91. Weber, Shea | Soccer, Boys' (Asst) | San Clemente HS | \$ 2,200.00 | 11/11/2013- 02/14/2014 |
| 92. Wiggins, Lane | Track and Field, (Asst) | Tesoro HS | \$ 600.00 | 12/01/2013- 03/01/2014 |
| 93. Yasbek, Jenessa | Music Instruction | San Juan Hills HS | \$ 2,000.00 | 09/10/2013- 06/24/2014 |

APPROVE EMPLOYMENT PENDING CLEARANCES

| <u>Name</u> | <u>Position-Full Time</u> | <u>Salary</u> | <u>Range Step</u> | <u>Earliest Effective Date</u> |
|---------------------|-------------------------------------|---------------|-------------------|--------------------------------|
| 94. Blyth, Deb | Registrar (10.75mo/40hpw) | \$2,973.65 mo | R28-1 | 01/09/2014 |
| 95. Miller, Deborah | Academic Advisor (10.75mo/40hpw) | \$3,534.73 mo | R35-1 | 01/09/2014 |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 8, 2014
Classified Employees

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> |
|-----------------------------------|------------------------------------|---------------|-------------------|--------------------------------|
| 96. Alcalay, Tyler | IF-Sp Ed (9.5mo/17.5hpw) | \$14.79 hr | R22-1 | 01/09/2014 |
| 97. Chenault, Michele | Inst Asst-Sp Ed (9.5mo/17.5hpw) | \$13.74 hr | R19-1 | 01/09/2014 |
| 98. Eichler, Diann | Inst Asst-Sp Ed (9.5mo/17.5hpw) | \$14.08 hr | R20-1 | 01/09/2014 |
| 99. Jocham, Rich | IF-Autism (9.5mo/30hpw) | \$14.79 hr | R22-1 | 01/09/2014 |
| 100. Riera-Weintraub, Veronica | Inst Asst-Sp Ed (9.5mo/17.5hpw) | \$14.08 hr | R20-1 | 01/09/2014 |
| 101. Zegley, Kim | Inst Asst (9.5mo/15hpw) | \$13.74 hr | R19-1 | 01/09/2014 |

| <u>Name</u> | <u>Position-Substitute</u> | <u>Salary</u> | <u>Range Step</u> | <u>Earliest Effective Date</u> |
|------------------------|---|--|-------------------------|--------------------------------|
| 102. Fuso, Vincent | Inst Asst-Sp Ed Presch Inst Asst-Sp Ed IF-Sp Ed | \$13.74 hr \$14.08 hr \$17.76 hr | R19-1 R20-1 R22-1 | 01/09/2014 |
| 103. Shukla, Pratiksha | Inst Asst-Sp Ed Presch Inst Asst-Sp Ed IF-Sp Ed | \$13.74 hr \$14.08 hr \$14.79 hr | R19-1 R20-1 R22-1 | 01/09/2014 |
| 104. Slater, Martin | Sch Bus Driver | \$17.48 hr | R28-1 | 01/09/2014 |

| <u>Name</u> | <u>Position-Short Time</u> | <u>Location</u> | <u>Salary</u> | <u>Effective Date</u> |
|---------------------|----------------------------|-------------------|---------------|---------------------------|
| 105. Maguire, Shane | Baseball, (Asst) | San Juan Hills HS | \$ 2,500.00 | 03/01/2013- 05/08/2014 |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 8, 2014
Classified Employees

APPROVE PROMOTION

| <u>Name</u> | <u>Former Position</u> | <u>Promotion</u> | <u>Range Step</u> | <u>Effective Date</u> |
|----------------------|-------------------------------------|---|-------------------|---------------------------|
| 106. Elgin, Karen | Academic Advisor (10.75mo/20hpw) | Academic Advisor (10.75mo/40hpw) | R35-1 | 01/09/2014 |
| 107. Greenup, Behnaz | Inst Asst-Sp Ed (9.5mo/17.5hpw) | IF-Sp Ed (9.5mo/30hpw) | R22-1 | 01/09/2014 |
| 108. Rutledge, Lisa | FS Worker (9.5mo/30hpw) | Lead FS Worker II (Temporary, 35hpw) | R31-1 | 12/02/2013- 12/13/2013 |

APPROVE ASSIGNMENT ADJUSTMENTS

| <u>Name</u> | <u>Former Position</u> | <u>Assignment Adjustment</u> | <u>Range Step</u> | <u>Effective Date</u> |
|----------------------|------------------------------------|----------------------------------|-------------------|-----------------------|
| 109. Arizobal, Steve | HS Campus Supvr (9.5mo/17.5hpw) | HS Campus Supvr (9.5mo/40hpw) | R25-5 | 01/08/2014 |

APPROVE REASSIGNMENTS

| <u>Name</u> | <u>Former Position</u> | <u>Reassignment</u> | <u>Range Step</u> | <u>Effective Date</u> |
|----------------------|------------------------------------|---------------------------------------|-------------------|-----------------------|
| 110. Muratalla, Jose | Lead Groundskeeper (12mo/40hpw) | Irrigation Specialist (12mo/40hpw) | R35-10 | 01/09/2013 |

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY**

| <u>Name</u> | <u>Additional Assignment</u> | <u>Effective Date</u> |
|-----------------------|---|---------------------------|
| 111. Dishno, Karen | MS Campus Supvr TAA NTE 32hrs (Additional supervision necessary for student safety) | 09/25/2013- 01/31/2014 |
| 112. Eichstadt, Diane | Student Supvr TAA NTE 15hrs (Extra time for student supervisor duties in case of rain) | 09/07/2013- 06/24/2014 |
| 113. Garcia, Etelvina | BIngl Inst Asst TAA NTE 3 hrs (Assist in McKinney Vento with district and community based services for Families Forward Holiday event) | 11/23/2013 |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 8, 2014
Classified Employees

| | | |
|-----------------------|---|---------------------------|
| 114. Stairs, Kristen | Student Supvr TAA NTE 15hrs (Extra time for student supervisor duties in case of rain) | 09/07/2013- 06/24/2014 |
| 115. Vazquez, Obdulia | BIngl Comm Svcs Liaison TAA NTE 68 hrs (Assist in translating the English instructions of the GED test in Spanish for the Chief Examiner of the GED NTE and assist in McKinney Vento with district and community based services for Families Forward Holiday event) | 09/13/2013- 12/20/2013 |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 8, 2014
Classified Employees

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY (Cont.)**

| <u>Name</u> | <u>Additional Assignment</u> | <u>Effective Date</u> |
|------------------------|--|---------------------------|
| 116. Vermillion, Diana | MS Campus Supvr TAA NTE 32hrs (Additional supervision necessary for student safety) | 09/25/2013- 01/31/2014 |
| 117. Williams, Ashley | IF-Sp Ed TAA NTE 64 hrs (Attend Science Camp with student. Current Aid is a 6 hours per day position, aid will be attending camp with student for 4 days) | 04/22/2014- 04/26/2014 |

**APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED
FOR VACANT POSITION OR ABSENT EMPLOYEE**

| <u>Name</u> | <u>Current Position</u> | <u>Position Sub As Needed</u> | <u>Range Step</u> | <u>Effective Date</u> |
|-------------------------|--|-------------------------------|-------------------|---------------------------|
| 118. Andrea, Avila | IF-Floater (9.5mo/17.5hpw) | Inst Asst-Sp Ed | R20-1 | 09/09/2013 |
| 119. Berryman, Sharon | IF (9.5mo/17.5hpw) | Inst Asst-Sp Ed | R20-10 | 09/09/2013 |
| 120. Blanda, Isabel | Blngl Inst Asst-Sp Ed (9.5mo/17.5hpw) | IF-Sp Ed | R22-10 | 09/09/2013 |
| 121. Boland, Alissa | Inst Asst-Sp Ed (9.5mo/17.5hpw) | IF-Sp Ed | R22-1 | 09/09/2013 |
| 122. Calore, Sarah | IF-Floater (9.5mo/17.5hpw) | Inst Asst-Sp Ed | R20-1 | 09/09/2013 |
| 123. Conroy, Ana | IF (9.5mo/25hpw) | Inst Asst-Sp Ed | R20-10 | 09/09/2013 |
| 124. Corcoran, Travis | IF-Floater (9.5mo/30hpw) | Inst Asst-Sp Ed | R20-1 | 09/09/2013 |
| 125. Curiel, Michele | IF-Floater (9.5mo/17.5hpw) | Inst Asst-Sp Ed | R20-1 | 09/09/2013 |
| 126. Duty, Veronika | IF (9.5mo/30hpw) | Inst Asst-Sp Ed | R20-1 | 09/09/2013 |
| 127. Feffer, Debbie | MS Campus Supvr (9.5mo/17.5hpw) | HS Campus Supvr | R25-5 | 11/13/2013- 06/24/2014 |
| 128. Fletcher, Kathleen | Inst Asst-Sp Ed (9.5mo/30hpw) | IF-Sp Ed | R22-6 | 09/09/2013 |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 8, 2014
Classified Employees

**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> |
|---------------------------|------------------------------------|-----------------------------------|-----------------------|---------------------------|
| 129. Gebauer, Gillian | Sch Clerk II (10mo/40hpw) | IF-Sp Ed | R22-2 | 09/09/2013 |
| 130. Holloway, Cecile | IF (9.5mo/30hpw) | Inst Asst-Sp Ed | R20-5 | 09/09/2013 |
| 131. Jefferson, Mary | Inst Asst-Sp Ed (9.5mo/17.5hpw) | IF-Sp Ed | R22-15 | 09/09/2013 |
| 132. Johnson, Karen | IF-Floater (9.5mo/17.5hpw) | Inst Asst-Sp Ed | R20-1 | 09/09/2013 |
| 133. Jones, Stacey | Inst Asst-Sp Ed (9.5mo/30hpw) | IF-Sp Ed | R22-1 | 09/09/2013 |
| 134. Knowles, Gloria | IF-Floater (9.5mo/17.5hpw) | Inst Asst-Sp Ed | R20-1 | 09/09/2013 |
| 135. Migliaccio, Violette | IF-Floater (9.5mo/17.5hpw) | Inst Asst-Sp Ed | R20-1 | 09/09/2013 |
| 136. Moridani, Karen | Inst Asst-Sp Ed (9.5mo/17.5hpw) | IF-Sp Ed | R22-15 | 09/09/2013 |
| 137. Mushnik, Larisa | IF-Floater (9.5mo/30hpw) | Inst Asst-Sp Ed | R20-2 | 09/09/2013 |
| 138. Rihani, Evelyn | IF-Floater (9.5mo/17.5hpw) | Inst Asst-Sp Ed | R20-1 | 09/09/2013 |
| 139. Rossi, Autum | Inst Asst-Sp Ed (9.5mo/17.5hpw) | IF-Sp Ed | R22-3 | 09/09/2013 |
| 140. Schwab, Sarah | Inst Asst-Sp Ed (9.5mo/17.5hpw) | IF-Sp Ed | R22-2 | 09/09/2013 |
| 141. Sieger, Tove | Inst Asst-Sp Ed (9.5mo/17.5hpw) | IF-Sp Ed | R22-10 | 09/09/2013 |
| 142. Stanley, Maria | IF (9.5mo/30hpw) | Inst Asst-Sp Ed | R20-10 | 09/09/2013 |
| 143. Strickland, Diane | IF-Floater (9.5mo/30hpw) | Inst Asst-Sp Ed | R20-10 | 09/09/2013 |
| 144. Wellington, Patricia | IF-Floater (9.5mo/17.5hpw) | Inst Asst-Sp Ed | R20-1 | 09/09/2013 |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 8, 2014
Certificated Employees

ACCEPT RESIGNATIONS/TERMINATIONS

| <u>Name</u> | <u>Position Title</u> | <u>Reason</u> | <u>Original Hire Date</u> | <u>Date of Separation</u> |
|----------------------|-----------------------|--------------------|---------------------------|---------------------------|
| 1. Barnett, Rosario | Substitute Teacher | District Initiated | 10/24/2013 | 12/19/2013 |
| 2. De Leese, Natalie | Substitute Teacher | District Initiated | 09/12/2013 | 12/11/2013 |
| 3. Hansen, Jessica | Substitute Teacher | Personal | 03/14/2013 | 12/12/2013 |
| 4. Kim, Marcelo | Teacher | Personal | 09/03/2013 | 12/13/2013 |
| 5. Knight, Kathy | Substitute Teacher | Personal | 12/16/2005 | 12/16/2013 |
| 6. Maffia, Robyne | Substitute Teacher | Relocation | 09/22/2008 | 12/06/2013 |
| 7. Orlando, Shaina | Teacher | Child Care | 08/19/2005 | 12/20/2013 |
| 8. Urman, Jennifer | Substitute Teacher | Personal | 10/26/2010 | 12/06/2013 |
| 9. Yost, Janice | Substitute Teacher | Voluntary | 11/17/2006 | 12/13/2013 |

APPROVE EMPLOYMENT

| <u>Name</u> | <u>1st Year Temporary</u> | <u>Annual Salary</u> | <u>Column/ Step</u> | <u>Effective Date</u> |
|-------------------|---------------------------|----------------------|---------------------|-----------------------|
| 10. Sills, Joshua | Teacher | \$48,899 | A-1 | 01/06/2014 |

APPROVE HOME/HOSPITAL TEACHERS

Pay @ \$35.00 per hour

| | |
|---------------------|----------------------|
| 11. Bento, Kelly | 15. Harris, Robert |
| 12. Burton, Barbara | 16. Johnson, Barbara |
| 13. Finnsson, Jamie | 17. Rigby, Mike |
| 14. Gross, DeeDee | |

APPROVE SUBSTITUTE TEACHERS

Pay @ \$90.00 per day

| | |
|---------------------|------------------------|
| 18. Bujold, Allison | 23. O'Toner, Elizabeth |
| 19. Campbell, Casey | 24. Rivadeneyra, Aaron |
| 20. Gibbs, Megan | 25. Skellett, Sean |
| 21. Liao, Letitia | 26. Stough, Corey |
| 22. Murray, Macey | |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 8, 2014
Certificated Employees

APPROVE LEAD TEACHER-MANDARIN PROGRAM STIPEND

| <u>Name</u> | <u>Stipend</u> | <u>Effective Date</u> |
|-----------------|----------------|---------------------------|
| 27. Loh, Nicole | \$ 2,200.00 | 09/09/2013- 06/24/2014 |

APPROVE ASSIGNMENT ADJUSTMENT

| <u>Name</u> | <u>Previous Assignment</u> | <u>New Assignment</u> | <u>Effective Date</u> |
|-------------------------|----------------------------|-----------------------|---------------------------|
| 28. Burkhardt, Jennifer | Teacher | ETAP I-50% | 02/10/2014- 06/24/2014 |
| 29. Gilstrap, Tiffany | Teacher | ETAP I-50% | 09/13/2013- 02/09/2014 |

APPROVE ADDITIONAL ASSIGNMENTS

ELD Advisor – Multiple Sites

Not to exceed 100 hours non-instructional pay @ \$30.00 per hour
09/10/2013-06/24/2014

30. Fiorenza, Lucy

31. Villalba, Fernanda

To Attend ADD Initiative Professional Development Training – Concordia Elem

Not to exceed 1 hour non-instructional pay @ \$30.00 per hour
12/03/2013

32. Barbour, Gigi

43. Hobson, Jamie

33. Burns, Kimberly

44. Johnson, Barbara

34. Carter, Thomas

45. Jones-Castro, Teri

35. Fomenko, LaVerne

46. Keim, Barbara

36. Garritson, Melanie

47. Lopata, Kelley

37. Gaynor, Shannyn

48. Neill, Kellie

38. Gerhard, Kendra

49. Nufer, Colleen

39. Graham, Jocelyn

50. Phillipson, Kelly

40. Gregerson, Bridget

51. Powell, Elizabeth

41. Hamm, Bonnie

52. Turner, Teresa

42. Hayden, Curtis

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 8, 2014
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

To Provide an After School English Support Group – Hankey K-8

Not to exceed 44 hours instructional pay @ \$35.00 per hour
01/07/2014-06/24/2014

- | | |
|------------------------|--------------------|
| 53. Cantacessi, Angela | 56. Rumpf, Stacy |
| 54. Lohmeier, Julie | 57. Winters, Randi |
| 55. Paterno, Rocco | |

Planning Team Meeting for SIOP/CCSS – Ladera Ranch MS

Not to exceed 6 hours non-instructional pay @ \$30.00 per hour
11/12/2013-06/24/2014

- | | |
|--------------------------|---------------------|
| 58. Abuharoon, Christine | 62. Oh, Jen |
| 59. Hatchel, Steve | 63. Whetzel, Julie |
| 60. McLaughlin, Heather | 64. Wondra, Tiffany |
| 61. Nicolai, Leah | 65. Woods, Marnie |

To Teach After School Math/ELA Classes – Marco Forster MS

Not to exceed 15 hours instructional pay @ \$35.00 per hour
11/13/2013-02/07/2014

66. Almanza, Nadine

To Attend SIOP Training – Vista Del Mar MS

Not to exceed 1 hour non-instructional pay @ \$30.00 per hour
11/20/2013

- | | |
|-------------------------|-----------------------|
| 67. Adnams, Craig | 72. Miyahara, Jeffrey |
| 68. Anderson, Stephanie | 73. Snow, Kim |
| 69. Atilano, Adeena | 74. Stafford, Carol |
| 70. Guzman, Carla | 75. Tenney, Sandy |
| 71. Hobbs, Chuck | 76. Velez, Lisa |

To Prepare for WASC – Capistrano Valley HS

Not to exceed 33 hours non-instructional pay @ \$30.00 per hour
10/01/2013-06/24/2014

77. Maltby, Shannon

To Produce a CVHS Marketing Video – Capistrano Valley HS

Not to exceed 16.5 hours non-instructional pay @ \$30.00 per hour
Not to exceed 16.5 hours instructional pay @ \$35.00 per hour
11/01/2013-06/24/2014

78. Landino, James

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 8, 2014
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Saturday School Proctor – Tesoro HS

Not to exceed 4 hours instructional pay @ \$35.00 per hour
11/16/2013

79. Herwig, Christopher

To Plan Instructional Materials for Common Core PE Training Days – Education Division

Not to exceed 6 hours non-instructional pay @ \$30.00 per hour
12/02/2013-04/26/2014

80. Almanza, Nadine

82. Okura, Kristen

81. Ezratty, Lisa

To Prepare and Teach Science Class – Education Division

Not to exceed 3 hours non-instructional pay @ \$30.00 per hour
11/01/2013-11/04/2013

83. Derrig, Sophia

Common Core State Standards Task Force – Education Division

Not to exceed 10 hours non-instructional pay @ \$30.00 per hour
09/09/2013-06/24/2014

84. Green, Justin

85. Ochwat, Adam

To Provide Direct Instruction to Two Special Education Students

Mandated by IDR Agreement – Special Education

Not to exceed 200 hours instructional pay @ \$35.00 per hour
12/01/2013-06/30/2014

86. Meissner, Andrea

To Attend Capistrano Autism Training Classes – Special Education

Not to exceed 11.75 hours non-instructional pay @ \$30.00 per hour
10/01/2013-11/12/2013

87. Labbe, Jennifer

89. Radley, Kirstee

88. Morrill, Leah

To Provide Coverage for LOA Psychologist – Special Education

Not to exceed 192 hours non-instructional pay @ the hourly per diem rate of pay
11/18/2013-05/31/2014

90. Gunderson, Simone

91. Pegan, Erin

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 8, 2014
Certificated Employees

APPROVE CO-CURRICULAR ASSIGNMENTS

| <u>Name</u> | <u>Position</u> | <u>Location</u> | <u>Salary</u> | <u>Effective Date</u> |
|-----------------------|--------------------------------------|-----------------|---------------|---------------------------|
| 92. Abedi, Morteza | Wrestling, Varsity (Head) | Dana Hills HS | \$ 3,301.00 | 11/11/2013- 02/04/2014 |
| 93. Barnett, Keith | Basketball, Boys' Varsity (Head) | Aliso Niguel HS | \$ 3,521.00 | 11/09/2013- 02/06/2014 |
| 94. Calentino, Mark | Wrestling, Varsity (Head) | San Clemente HS | \$ 3,301.00 | 11/11/2013- 02/14/2014 |
| 95. Compean, Leo | Soccer, Boys' Varsity (Head) | Dana Hills HS | \$ 3,301.00 | 11/11/2013- 02/14/2014 |
| 96. Cosenza, Brandon | Softball, Girls' Varsity (Head) | Dana Hills HS | \$ 3,521.00 | 02/24/2014- 05/07/2014 |
| 97. Cullinan, Rob | Basketball, Boys' Varsity (Asst) | Dana Hills HS | \$ 3,081.00 | 11/11/2013- 02/14/2014 |
| | Basketball, Girls' Varsity (Head) | | \$ 3,521.00 | |
| 98. Desiano, Tom | Basketball, Boys' Varsity (Head) | Dana Hills HS | \$ 3,521.00 | 11/11/2013- 02/14/2014 |
| 99. Finnerty, Stacey | Soccer, Girls' Varsity (Head) | San Clemente HS | \$ 3,301.00 | 11/11/2013- 02/14/2014 |
| 100. Parker, Marc | Waterpolo, Girls' Varsity (Asst) | San Clemente HS | \$ 2,641.00 | 11/11/2013- 02/14/2014 |
| 101. Popovich, Mark | Basketball, Boys' Varsity (Head) | San Clemente HS | \$ 3,521.00 | 11/11/2013- 02/14/2014 |
| 102. Pronier, Mike | Soccer, Boys' Varsity (Head) | San Clemente HS | \$ 3,301.00 | 11/11/2013- 02/14/2014 |
| 103. Riach, Tom | Basketball, Boys' Varsity (Asst) | Aliso Niguel HS | \$ 3,081.00 | 11/09/2013- 02/06/2014 |
| 104. Westling, Kurt | Basketball, Girls' Varsity (Asst) | Aliso Niguel HS | \$ 3,081.00 | 11/18/2013- 02/13/2014 |
| 105. Workman, Kenneth | Wrestling, Varsity (Asst) | Dana Hills HS | \$ 2,641.00 | 11/11/2013- 02/04/2014 |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 8, 2014
Certificated Employees

APPROVE CIF CO-CURRICULAR ASSIGNMENTS

| <u>Name</u> | <u>Position</u> | <u>Location</u> | <u>Salary</u> | <u>Effective Date</u> |
|-------------------------|---|----------------------|---------------|---------------------------|
| 106. Biggs, Paul | Golf, Girls' Varsity (Head) | Aliso Niguel HS | \$ 165.05 | 10/29/2013- 11/16/2013 |
| 107. Briggs, Charlie | Football, Varsity (Asst) | San Juan Hills HS | \$ 352.10 | 11/11/2013- 11/22/2013 |
| 108. Butler, Peter | Volleyball, Girls' Varsity (Head) | Aliso Niguel HS | \$ 330.10 | 11/06/2013- 11/16/2013 |
| 109. DiLeo, Tim | Tennis, Girls' Varsity (Head) | Tesoro HS | \$ 330.10 | 11/24/2013 |
| 110. Dunn, Craig | Cross Country, Boys' Varsity (Head) | Dana Hills HS | \$ 330.10 | 11/11/2013 |
| 111. Flowers, Aaron | Football, Varsity (Head) | San Juan Hills HS | \$ 396.10 | 11/11/2013- 11/22/2013 |
| 112. Gonzalez, Armando | Football, Varsity (Asst) | San Juan Hills HS | \$ 352.10 | 11/11/2013- 11/22/2013 |
| 113. Green, Justin | Tennis, Girls' Varsity (Head) | Dana Hills HS | \$ 330.10 | 11/04/2013 11/16/2013 |
| | Tennis, Individual Girls' Varsity (Head) | | \$ 165.05 | 11/18/2013 |
| 114. Hurlbut, Mike | Golf, Girls' Varsity (Head) | San Clemente HS | \$ 330.10 | 10/26/2013- 10/31/2013 |
| | Golf, Individual Girls' Varsity (Head) | | \$ 165.05 | 11/01/2013- 11/07/2013 |
| 115. Kincaid, Mitzi | Volleyball, Girls' Varsity (Head) | San Juan Hills HS | \$ 330.10 | 11/11/2013- 11/16/2013 |
| 116. Middlebrook, Stacy | Cross Country, Varsity (Head) | Aliso Niguel HS | \$ 330.10 | 11/07/2013 |
| 117. Rosa, Matt | Waterpolo, Boy' Varsity (Head) | Dana Hills HS | \$ 330.10 | 11/11/2013 |
| 118. Sayles, Kenneth | Cross Country, Girls' Varsity (Head) | Capistrano Valley HS | \$ 330.10 | 11/09/2013 |
| 119. Stephens, John | Tennis, Girls' Varsity (Head) | San Clemente HS | \$ 330.10 | 11/02/2013 |
| 120. Walsh, John | Cross Country, Varsity (Head) | Aliso Niguel HS | \$ 330.10 | 11/07/2013- 11/16/2013 |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 8, 2014
Certificated Employees

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

| <u>Name</u> | <u>Position</u> | <u>Location</u> | <u>Salary</u> | <u>Effective Date</u> |
|-------------------------------|---|----------------------|---------------|---------------------------|
| 121. Cullinan, Rob | Basketball, (Asst) | Dana Hills HS | \$ 500.00 | 09/07/2013- 11/01/2013 |
| 122. Cummings, Rod | Golf, Boys' (Asst) | San Clemente HS | \$ 630.00 | 12/05/2013- 01/23/2014 |
| 123. Desiano, Tom | Basketball | Dana Hills HS | \$ 3,300.00 | 09/07/2013- 11/01/2013 |
| 124. Herbold, Keith | Basketball, Freshman (Head) | San Juan Hills HS | \$ 2,800.00 | 11/18/2013- 02/14/2014 |
| 125. Hurlbut, Mike | Golf, Boys' Varsity Off-Season (Head) | San Clemente HS | \$ 630.00 | 12/05/2013- 01/23/2014 |
| 126. Parker-Primer, Marina | Waterpolo, Girls' Off-Season (Asst) | Aliso Viejo HS | \$ 1,500.00 | 10/07/2013- 11/20/2013 |
| | Waterpolo, Girls' (Asst) | | \$ 2,700.00 | 11/18/2013- 02/13/2014 |
| 127. Sorrell, Jason | Soccer, Boys' JV | Capistrano Valley HS | \$ 500.00 | 11/01/2013- 02/01/2014 |
| 128. Stinson, Richard | Tennis, Girls' (Asst) | Dana Hills HS | \$ 2,700.00 | 08/21/2013- 11/01/2013 |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PEARSON VUE AUTHORIZED CENTER AGREEMENT

This item was pulled from the agenda on 1/7/14.

(Pages 207-224)