

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

BOARD OF TRUSTEES  
Regular Meeting

May 28, 2014

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

**AGENDA**

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

**1. CALL TO ORDER**

**2. CLOSED SESSION COMMENTS**

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

**A. STUDENT EXPULSIONS**

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

**EXHIBIT 3A1-A-6**

**B. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT**

1. Director, Personnel Services
  2. High School Assistant Principal
  3. Middle School Assistant Principal
- (Pursuant to Government Code §54957)

**EXHIBIT 3B1-B3**

**C. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**

(Pursuant to Government Code §54957)

**EXHIBIT 3C1-C2**

**D. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT**

Superintendent  
(Pursuant to Government Code §54957)

**RECORDING OF SCHOOL BOARD MEETINGS**

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

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

### **PLEDGE OF ALLEGIANCE**

### **ADOPTION OF THE AGENDA – ROLL CALL**

### **REPORT ON CLOSED SESSION ACTION**

### **SPECIAL RECOGNITIONS**

*Nathan Banda - Native American Education Program Parent Committee*

### **BOARD AND SUPERINTENDENT COMMENTS**

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

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

### **DISCUSSION/ACTION ITEMS**

#### **1. FINANCIAL REPORT – GOVERNOR’S 2014-2015 PROPOSED BUDGET AND MAY REVISION UPDATE:**

The Board of Trustees will be provided with a report on the May Revision workshop held May 21, 2014, in Ontario. The report will provide the estimated fiscal impact of the May Revision, as compared to the Governor’s January Budget Proposal.

*CUSD Strategic Plan Pillar 5: Effective Operations*

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

##### Staff Recommendation

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

INFORMATION/  
DISCUSSION

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**EXHIBIT 1**

#### **2. SELECTION OF A SCHOOL NAME FOR THE NEW K-8 CAMPUS IN RANCHO MISSION VIEJO:**

Rancho Mission Viejo is planning a multi-phased construction project in the District, requiring the construction of a kindergarten through eighth grade school in the near future, and additional schools later. At the May 14 Board meeting, Trustees narrowed a long list of recommended school names to eight, one of which was subsequently deleted. The school names under consideration now include: Acjachemen School, Barbara L. Banda School, Escencia School, Glenn T. Seaborg School, Helena Modjeska School, Ortega Oaks Schools, and Ronald Reagan School. The exhibit to this item provides additional information on each suggested name.

##### 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.

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**EXHIBIT 2**

Following discussion, it is recommended the Board of Trustees select a name for the new K-8 school.

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

**3. LOCAL CONTROL ACCOUNTABILITY PLAN UPDATE:**

At the May 14, 2014, Board meeting, staff presented an update on the District's draft Local Control Accountability Plan (LCAP) to Trustees. The LCAP is designed to be a planning and accountability tool for the District, with a focus on low-income students, English learners, and foster youth. The State Board of Education has created an LCAP template that all districts must use, with the following three sections: Stakeholder Engagement; Goals and Progress Indicators; and Actions, Services, and Expenditures. This item presents revisions to the draft LCAP based upon Trustee and stakeholder input since the May 14 presentation.

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

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

Staff Recommendation

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

**4. RESOLUTION NO. 1314-50, NON-REELECTION OF TEMPORARY CERTIFICATED EMPLOYEES:**

The Education Code permits school districts to hire certificated employees on temporary contracts only for specific reason per §44909, §44918, and §44920. The District has appropriately classified 126 certificated employees as temporary for the 2013-2014 school year. These employees are replacing other employees on leave, are serving in programs with expiring categorical funding sources, or are placeholders for regular employees who are released from their normal assignments to work in a categorical program. Education Code §44954 requires the Board to notify temporary employees in a position requiring certification qualification of the District's decision to release the employees from such positions prior to the next school year. The District is not recommending laying off permanent and probationary teachers, nor releasing teachers employed on temporary contracts for budget reduction purposes. The temporary release of employees, as presented in this item, is an annual process the District must utilize to ensure permanent teachers funded through categorical resources and permanent teachers on leaves of absence have a position for the succeeding school year. As the District begins staffing for the 2014-2015 school year, decisions will be made regarding how many permanent teachers will be funded through categorical resources as well how many permanent teachers will request leaves of absence, part-time contracts, and partnership assignments. As permanent teachers "temporarily" vacate their positions, temporary teachers will be rehired. The District intends to have ninety percent of staffing completed before June 24, 2014, including the rehiring of existing temporary teachers and potential new hires.

***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.

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**EXHIBIT 3**

DISCUSSION/  
ACTION

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**EXHIBIT 4**

Following discussion, it is recommended that the Board of Trustees adopt Resolution No. 1314-50, Non-Reelection of Temporary Certificated Employees and authorize the District to issue notices.

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

**5. DISTRICTWIDE ENROLLMENT AND FACILITY REPORT:**

This report will provide the Board with a PowerPoint overview of Districtwide enrollment and facility capacities, including the impact caused by specialized programs and enrollment increases in the secondary schools while Districtwide enrollment is declining. Information will also be shared about enrollment at select sites and the impact on the School of Choice Program, selection of additional staffing, and related information.

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

***Contact: Michelle Le Patner, Assistant Superintendent, Education Services, Secondary  
Clark Hampton, Deputy Superintendent, Business and Support Services***

Staff Recommendation:

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

INFORMATION/  
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**EXHIBIT 5**

**6. DIVISION OF STATE ARCHITECT UPDATE:**

Update of the Division of State Architect (DSA) construction projects. There will be a fee to reopen any closed applications, architectural fees for redrawing plans for DSA approval, and if needed, construction costs for any work not yet completed.

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

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

Staff Recommendation:

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

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**EXHIBIT 6**

**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**

**7. SCHOOL BOARD MINUTES:**

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

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

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**EXHIBIT 7**



## **CURRICULUM & INSTRUCTION**

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

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

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

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

### **9. 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 1314-026. 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*

### **10. CALIFORNIA INTERSCHOLASTIC FEDERATION REPRESENTATIVES:**

Approval of the six comprehensive high school principals as league representatives to the California Interscholastic Federation (CIF) for 2014-2015. As a member of CIF, the District is required by Education Code §33353(a) to designate its representatives to CIF on a yearly basis. League representatives vote on issues that impact school athletic programs. There is no financial impact.

*CUSD Strategic Plan Plan 5: Effective Operations*

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

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**EXHIBIT 10**

## **BUSINESS & SUPPORT SERVICES**

### **11. 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 \$2,900,867.34 and the commercial warrants total \$3,249,398.06. 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*

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**EXHIBIT 11**

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

Approval of donations of funds and equipment. A number of gifts have been donated to the District, including \$158,207.86 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*

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**EXHIBIT 12**

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

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**EXHIBIT 13**

Approval of the District standardized Independent Contractor, Professional Services, Master Contract, and Field Service Agreements. Due to state budget cuts to schools over the last several years, staff requests contractors to reduce their fees for services by ten percent. The expenditures related to the listed agreements were previously authorized as part of the District's budget approval process. The exhibit shows one new agreement totaling \$7,500, three extensions to existing agreements totaling \$138,200, and two amendment ratifications to an existing agreement totaling \$80,000. Due to the size of the contract documents, the General Conditions for each type of agreement are posted online on the District's Board Agendas and Supporting Documentation page.

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

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

*CUSD Strategic Plan Pillar 5: Effective Operations*

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

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

Approval of special education Informal Dispute Resolution Agreement Case #046214. Due to the confidential nature of the agreement, supporting information is provided to Trustees under separate cover. Expenditures under this agreement are limited to \$34,400, funded by special education funds.

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

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

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

Approval of the ratification of special education Informal Dispute Resolution Agreement Case #014014 and Case #046014. Due to the confidential nature of the agreements, supporting information is provided to Trustees under separate cover. There is no financial impact.

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

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

**16. 2014-2015 PROPOSED SCHOOL YEAR MEAL PRICES:**

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**EXHIBIT 16**

Approval of the proposed meal prices for the 2014-2015 school year. Public Law 111-296, the Healthy, Hunger Free Kids Act, requires schools participating in the National School Lunch program to gradually increase the price charged for paid school lunches. The weighted average price charged to full-price students should eventually match the federal subsidy for free meals, currently at \$1.58 for breakfast and \$2.99 for lunch. The District's weighted average allows for meal pricing to remain the same for the 2014-2015 school year. In January 2014, the United States Department of Agriculture released a memorandum to clarify the permissible use of funds from the non-profit school food service account to lower or eliminate reduced price student meal charges. At the discretion of the School Food Authority, participating schools may offer meals at no cost to students who qualify for reduced price benefits. Expenditures associated with covering the reduced price benefits will be funded from the non-profit food service account. Eliminating the reduced price charge (\$0.30 for breakfast and \$0.40 for lunch) will remove any financial barriers to access these students might experience. There is no financial impact to the general fund.

*CUSD Strategic Plan Pillar 5: Effective Operations*

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

**17. AMENDMENT TO USE OF FACILITIES LEASE AGREEMENT FOR 2014-2015, NIGUEL CHILDREN'S CENTER:**

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**EXHIBIT 17**

Approval of the Amendment to the Use of Facilities Lease Agreement for 2014-2015 with Niguel Children's Center (NCC) at the Foxborough campus. On February 29, 2012, the Board of Trustees approved a Use of Facilities Agreement with NCC for use of a portion of the facilities on the campus, including classrooms, a restroom, a play field, and parking spaces. The renewal of this Agreement allows the continued use of portable classrooms and ancillary facilities to operate the preschool program. Terms of this Agreement include a one-year extension from July 1, 2014, to June 30, 2015, and the amended Agreement states that only room 24 and the library/office (L) building will be available for the 2014-2015 school year. Room 23 is no longer available as part of the Agreement. Lease payments will continue at the current rate of \$1.25 per square foot of building area with a total of 2,760 square feet of space being used by NCC, equating to \$3,450 per month for 10 months. Due to reduced enrollment in the months of July and August, the facilities use has been reduced to 2,160 square feet. The corresponding rent will equal \$2,700 per month for those two months. Additionally, NCC will continue to pay a percentage of the utility costs to Journey Charter School based upon an agreement between the two schools. The 2014-2015 Agreement has been reviewed and approved by the District's legal counsel.

*CUSD Strategic Plan Pillar 5: Effective Operations*

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

**18. AMENDMENT TO USE OF FACILITIES LEASE AGREEMENT FOR 2012-2015, JOURNEY SCHOOL:**

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**EXHIBIT 18**

Approval of the Amendment to the Use of Facilities Lease Agreement for 2012-2015 with Journey Charter School at the Foxborough campus. The current Agreement expires on June 30, 2015. Terms of this Agreement remain to include a three-year extension from July 1, 2012, to June 30, 2015. The amended Agreement allows the continued use of portable classrooms and ancillary facilities and provides for a graduated classroom expansion over the next year and will only make room 23 available for the 2014-2015 school year. During the summer months (June-August), the District agrees to paint the exterior only of all buildings within the facilities. The amendment to the Agreement has been reviewed and approved by the District's legal counsel. Expenditures under this Agreement are funded by deferred maintenance funds.

*CUSD Strategic Plan Pillar 5: Effective Operations*

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

**19. RENTAL SERVICES AGREEMENT – CAPO BEACH CALVARY:**

Page 143  
**EXHIBIT 19**

Approval of Rental Services Agreement No. 1415001 with Capo Beach Calvary to provide designated parking spaces at the Transportation South Yard for a monthly fee of \$100 per space. The rates charged for services related to this Agreement have been increased to align with real property leasing value. The contract term is July 1, 2014, through June 30, 2015. This Agreement provides a positive revenue stream into the District's general fund to offset a portion of the Transportation Department's encroachment.

*CUSD Strategic Plan Pillar 5: Effective Operations*

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

**20. AESOP CUSTOMER AGREEMENT – FRONTLINE TECHNOLOGIES, INCORPORATED:**

Page 149  
**EXHIBIT 20**

Approval of the Aesop Customer Agreement No. PRPUS2494326 with Frontline Technologies, Incorporated, to provide software and support for an automated substitute placement and absence-management program pursuant to RFP No. 12-1314, Absence Management System. The first-year annual subscription and startup costs are \$34,047, funded by the general fund.

*CUSD Strategic Plan Pillar 5: Effective Operations*

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

21. **SCHOOL BUS SERVICE AGREEMENT, SANTA MARGARITA CATHOLIC HIGH SCHOOL:** Page 151  
**EXHIBIT 21**  
Approval of School Bus Service Agreement No. 1314184 with Santa Margarita Catholic High School to provide designated parking spaces at the Transportation South Yard for a monthly fee of \$100 per space. Through this Agreement, the District provides inspection, maintenance, and emergency roadside assistance services at the rate of \$120 per hour. The rates charged for services related to this Agreement have been increased to align with real property leasing value and market value for service labor. The contract term is June 8, 2014, through June 7, 2015. This Agreement provides a positive revenue stream into the District's general fund to offset a portion of the Transportation Department's encroachment.  
*CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*
22. **AMENDMENT AND EXTENSION OF INDEPENDENT CONTRACTOR AGREEMENT FOR ON-CALL CALIFORNIA ENVIRONMENTAL QUALITY ACT COMPLIANCE SERVICES – PLACEWORKS:** Page 159  
**EXHIBIT 22**  
Approval of the Amendment and Extension of Independent Contractor Agreement No. I1011014 with PlaceWorks for on-call California Environmental Quality Act compliance services, as requested by the District. The current Agreement is amended to reflect the business name change. Effective March 1, 2014, the business name of The Planning Center was changed to PlaceWorks. The vendor has agreed to maintain the same pricing structure negotiated last year for the contract term of July 1, 2014, through June 30, 2015. Services provided under this Agreement are not-to-exceed \$50,000 annually. Funding for these expenditures will depend upon the types of services rendered, which may include, but are not limited to, developer fees, Community Facilities Districts, and the general fund.  
*CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*
23. **EXTENSION OF INDEPENDENT CONTRACTOR AGREEMENT FOR ON-CALL GEOTECHNICAL SERVICES – NMG GEOTECHNICAL, INCORPORATED:** Page 177  
**EXHIBIT 23**  
Approval of the Extension of Independent Contractor Agreement No. I1011016 with NMG Geotechnical, Incorporated, for on-call geotechnical services, as requested by the District. The vendor has agreed to maintain the same pricing structure negotiated last year for the contract term of July 1, 2014, through June 30, 2015. Services provided under this Agreement are not-to-exceed \$150,000 annually. Funding for these expenditures will depend upon the types of services rendered, which may include, but are not limited to, developer fees, Community Facilities Districts, and the general fund.  
*CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*
24. **EXTENSION OF INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES – CONTROLTEC, INCORPORATED:** Page 197  
**EXHIBIT 24**  
Approval of the Extension of Independent Contractor Agreement for Special Services No. ICASS1314033 with Controltec, Incorporated, to provide services and support related to the CenterTrack software program for tracking enrollment, tuition, and state-program attendance reporting for the Early Childhood Programs Department. The extension period is July 1, 2014, through June 30, 2015. The usage and maintenance fees are \$1,257 per month, not-to-exceed \$15,084 annually, paid from the state-funded and the fee-based preschool programs.  
*CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*

25. **EXTENSION OF INDEPENDENT CONTRACTOR AGREEMENT FOR THE COLLECTION, DATA DESTRUCTION, AND RECYCLING OF ELECTRONIC MATERIALS – ALL GREEN ELECTRONICS RECYCLING, LLC:** Page 223  
**EXHIBIT 25**
- Approval of the Extension of Independent Contractor Agreement No. I1112002 with All Green Electronics Recycling, LLC, for collection, data destruction, and recycling of materials and electronics equipment, as requested by the District. The vendor has agreed to maintain the same pricing structure negotiated last year for the contract term of July 1, 2014, through June 30, 2015. This contract generates approximately \$8,000 in income annually, deposited into the technology replacement account.
- CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*
26. **EXTENSION OF AGREEMENT FOR THE OPERATION OF AN AFTER-SCHOOL ENRICHMENT, ACTIVITIES, AND CAMPS PROGRAM - SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT:** Page 243  
**EXHIBIT 26**
- Approval of the Extension of Agreement for the Operation of an After-School Enrichment, Activities, and Camps Program with South Orange County Community College District. This Agreement is pursuant to RFQ No. 1-1314, After-School Enrichment, Activities, and Camps Program Provider. The program provides an array of high-quality classes and activities for all ages, promoting life-long learning and personal success. A summary of the program participation is provided. The extension period is July 1, 2014, through June 30, 2015. The Agreement provides a revenue stream to the general fund for use of facilities fees charged at approximately \$30,000 per session.
- CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*
27. **EXTENSION OF SCHOOL BUS SERVICE AGREEMENT – ANNELIESE’S SCHOOLS, INCORPORATED:** Page 259  
**EXHIBIT 27**
- Approval of the Extension of School Bus Service Agreement No. 1213100 with Anneliese’s Schools, Incorporated, to provide inspections, maintenance, service, and driver training for buses purchased from the District. The rates charged for services related to this Agreement have been increased to align with market value for service labor. The extension period is August 1, 2014, through July 31, 2015. This Agreement provides a positive revenue stream into the District’s general fund to offset a portion of the Transportation Department’s encroachment.
- CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*
28. **AWARD BID NO. 1314-24, SAN CLEMENTE HIGH SCHOOL ROOF REPLACEMENT:** Page 269  
**EXHIBIT 28**
- Approval of Award of Bid No. 1314-24, San Clemente High School Roof Replacement. On December 11, 2013, the Board of Trustees authorized staff to commence bidding the San Clemente High School Roof Replacement Project. Bids were received and opened on May 1, 2014. The lowest base bid was selected as the method to determine the lowest responsive bidder. C. I. Services, Incorporated, submitted the lowest bid at \$583,000 and has requested relief of bid due to a clerical error that resulted in a materially lower-than-intended bid. Per Public Contract Code §5100-5110, Relief of Bidders; the District may relieve a bidder due to a mistake in bid submission, causing the bid to be materially different than intended, and award the contract to the second lowest bidder, if it is in the best interest of the District to do so. Staff is recommending the relief of C. I. Services, Incorporated, from the bid for the San Clemente High School Roof Replacement Project due to a mistake in bid submission, and award the second lowest bid to Commercial & Industrial Roofing Company, Incorporated, at the price of \$754,823. This Project is funded by School Facilities Improvement District Fund 23.
- CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*

**29. ADVERTISE BID NO. 1415-08, ELEVATOR SERVICE, MAINTENANCE, AND REPAIR:**

Approval to advertise Bid No. 1415-08 to provide elevator service, maintenance, and repair work as requested by the District. The formal bid process allows the District to secure the lowest possible prices and enter into an annual contract with a vendor that meets all of the legal requirements. This bid provides all labor, materials, and equipment required for elevator service, maintenance, and repair work. Annual expenditures utilizing this contract are not-to-exceed \$150,000, funded by routine restricted maintenance 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*

**30. ADVERTISE BID NO. 1415-10, FROZEN FOOD PRODUCTS:**

Approval to advertise Bid No. 1415-10 to provide frozen food products as requested by the District. The purchase of frozen food products for all school sites will exceed the bid limit of \$84,100. In accordance with the requirements of the Public Contract Code §20111, the purchase of frozen food products is required to be competitively bid. The bidding process allows the District to secure the lowest possible prices and enter into an annual contract with a vendor meets all of the legal requirements. It is estimated that the annual expenditure for frozen food products purchased using this bid would be approximately \$2,500,000. Food and Nutrition Services remains self-funded with no direct impact on the general fund. 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*

**31. HAWTHORNE SCHOOL DISTRICT BID NO. 13-14-1, FURNITURE AND ACCESSORIES, CULVER-NEWLIN, INCORPORATED, AND CONCEPTS SCHOOL AND OFFICE FURNISHINGS, LLC:**

Approval to utilize the Hawthorne School District Bid No. 13-14-1 for the purchase of furniture and accessories from Culver-Newlin, Incorporated, and Concepts School and Office Furnishings, LLC, under the same terms and conditions of the public agency's contract. This contract provides competitive set pricing for furniture and accessories, as needed, by the District. Annual expenditures utilizing this contract are estimated to be \$750,000, funded by the various departments, sites, and projects requesting product.

School boards have the authority to "piggyback" on another public agency's bid, per Public Contract Code §20118, when it is in the best interest of a district. It is often advantageous to utilize piggyback bids when contract items are identical to the District's specifications. Using piggyback contracts saves time and often provides lower prices than a single jurisdiction would be able to obtain. Due to the size of the contract and award, the documentation 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*

32. **ASCIP RISK CONTROL GRANT AWARD GPS PILOT PROJECT:**  
Approval of the Risk Control Grant Award GPS Pilot Project. ASCIP's Risk Control Grant Program solicited applications which addressed a non-routine risk management or loss-control project designed to assist member districts in an area of need, and to the benefit of the entire Joint Powers Authority. Purchasing and installing surveillance cameras and global position systems (GPS) on school buses is an area of need and focus for the District; therefore, this was a logical area to apply for and seek grant funding. In late April, staff was informed the Executive Committee from ASCIP awarded an ASCIP Risk Control Grant to the District for the purpose of assisting with purchasing and implementing a GPS Pilot Project. The GPS Pilot Project will outfit District school buses with GPS capability and will provide better student locator tracking ability between transporting destinations.  
*CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services*

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**EXHIBIT 32**

### **PERSONNEL SERVICES**

33. **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*
34. **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*

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**EXHIBIT 33**

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**EXHIBIT 34**

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

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

### **ADJOURNMENT**

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

**THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS WEDNESDAY, JUNE 11, 2014, 7:00 P.M. AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE BOARD ROOM, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA**

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

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

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

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

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

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

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

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

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

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

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

#### **REASONABLE ACCOMMODATION**

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



**"Empowering  
Students for  
Success"**



## **Capistrano Unified School District**

Financial Report-Governor's 2014-2015 Proposed Budget and May Revise Update

**May 28, 2014**

# Capistrano Unified School District

## Vision

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



## Mission

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



# Budget Calendar

Budgeting for schools is a continuous, year-round process

- Adopted Budget June 30, 2013
- 1<sup>st</sup> Interim December 15, 2013 (reporting data as of October)
- 2<sup>nd</sup> Second Interim March 15, 2014 (reporting data as of January)
- ~~3<sup>rd</sup> Interim\* June 1, 2014 (reporting data as of April)~~
- 2014-2015 May Revise and Budget Update

*Because of the  
Positive 2<sup>nd</sup>  
Interim, a  
3<sup>rd</sup> Interim is not  
required*

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

# 2014-2015 State Budget

Governor's January Proposal



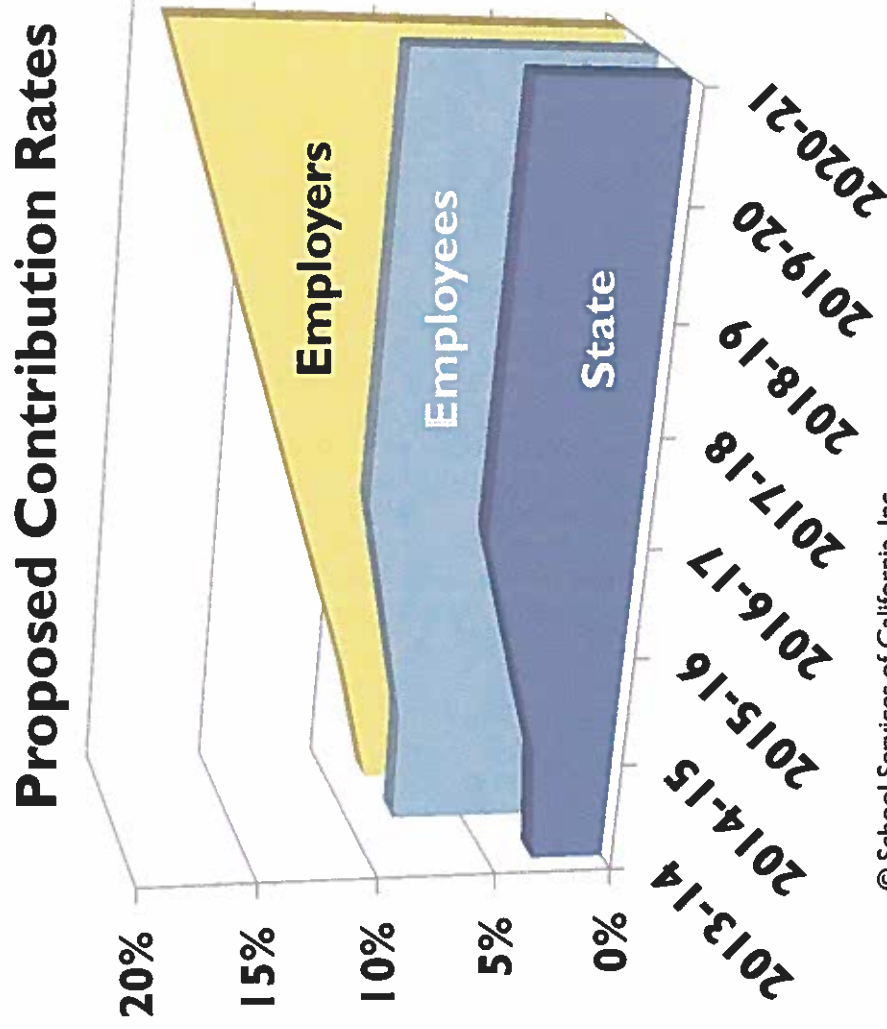
# Governor's May Revision Summary

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- ▶ The state recognizes an additional increase of \$2.4 billion in revenues, most of which are committed to:
  - ▶ Growth in the cost of Medi-Cal
  - ▶ Establishment of a Rainy Day Fund (approved by legislature May 15, 2014)
- ▶ No major increases are proposed for any area of the state budget other than Medi-Cal, as compared to January
- ▶ The Local Control Funding Formula (LCFF) provides wide range of funding increases to school districts
  - ▶ Increases to range from 0% to 20%, with an average of about 11%
- ▶ CUSD 2013-2014 → 2014-2015 approximately 9%

# CalSTRS Rate Increases

- ▶ Largest increase for employers
- ▶ Of the current \$74 billion CalSTRS unfunded liability:
  - ▶ \$20 billion will be funded by the state
  - ▶ \$8 billion will be funded by employees
  - ▶ \$47 billion will be funded by employers



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# CalPERS Rate Increases

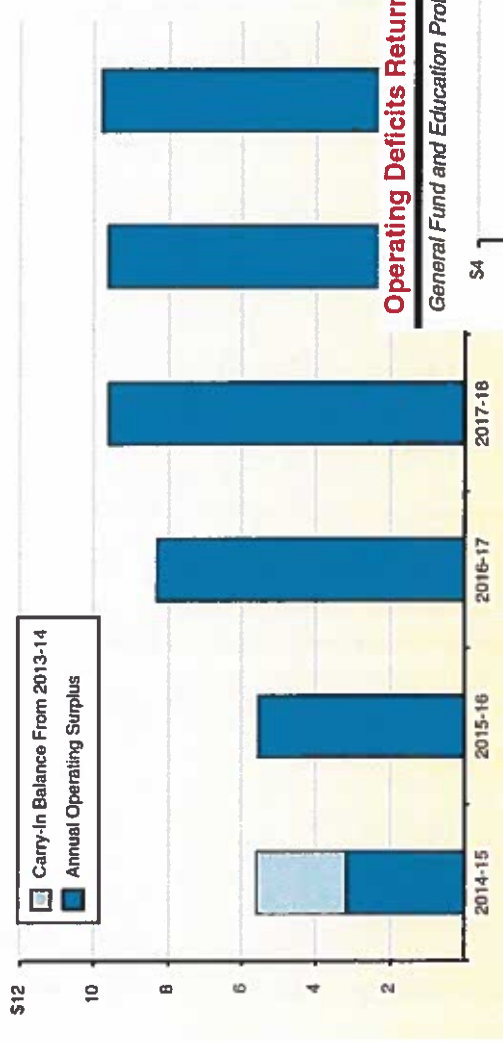
- ▶ The employer contribution to the California Public Employees' Retirement System (CalPERS) for 2014-2015 is 11.771%
- ▶ “Classic” members continue to pay 7.00%
- ▶ New members pay 6.00%, which may fluctuate from year to year

Actual		Projected						
2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	
11.442%	11.771%	12.6%	15.0%	16.6%	18.2%	19.9%	20.4%	

# California Outlook

## Operating Surpluses Projected Throughout Forecast Period

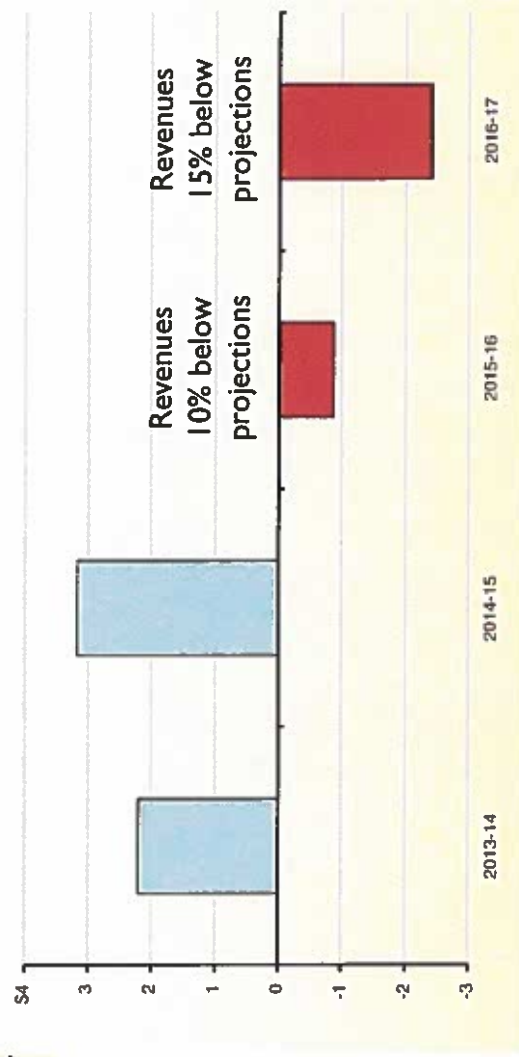
General Fund and Education Protection Account Combined (In Billions)



## Forecast

## Operating Deficits Return Under Hypothetical Recession Scenario

General Fund and Education Protection Account Combined (In Billions)



## Hypothetical Recession

Current economic expansion is now over four years old. Since World War II, the average expansion has been just under five years.





# Proposition 30 Expiration

---

- ▶ Proposition 30, approved by voters in November 2012, temporarily increased the state sales tax and income tax rates
  - ▶ helped offset revenue losses due to the Great Recession
- ▶ Unless extended by the voters, these higher taxes will expire as follows:
  - ▶ The 0.25% sales tax increase expires in 2016 (2016-2017 fiscal year)
  - ▶ The personal income tax increase expires in 2018 (2018-2019 fiscal year)
  - ▶ By 2019-2020, the state will no longer collect an estimated \$7 billion related to the Proposition 30 tax rates

## Adequate Funding

---

- ▶ California's per pupil expenditures continue to lag the national average, ranking 49<sup>th</sup> in the nation in 2011-2012, the most recent data comparison
  - ▶ California reported per pupil expenditures of \$8,341, comprising about 70 percent of the U.S. average of \$11,864
  - ▶ If Capistrano Unified were funded at the national average, the District would receive over \$200 million more each year

Source: Education Week Quality Counts 2014 – January 9, 2014  
United States average includes the District of Columbia



# District Budget

2014-2015 Projections



11

# Changes to Employer Retirement Contributions

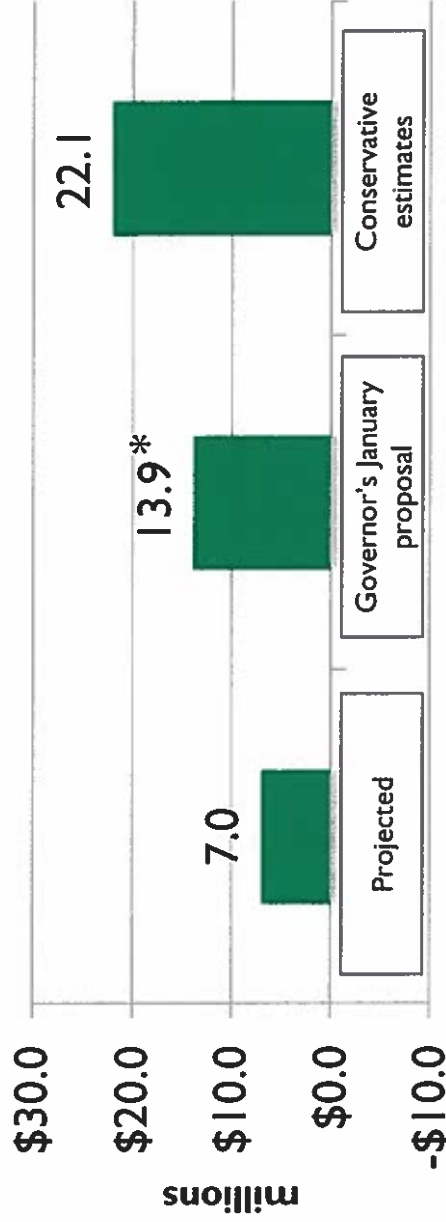
CalPERS							
Actual	Projected	Projected	Projected	Projected	Projected	Projected	Projected
<b>2013-14</b>	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
<b>11.442%</b>	11.70%	12.60%	15.00%	16.60%	18.20%	19.90%	20.40%
CalSTRS							
Actual	Projected	Projected	Projected	Projected	Projected	Projected	Projected
<b>2013-14</b>	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
<b>8.25%</b>	9.50%	11.10%	12.70%	14.30%	15.90%	17.50%	19.10%
Yearly Increase in Millions	<b>+2.54</b>	<b>+3.45</b>	<b>+4.18</b>	<b>+3.81</b>	<b>+3.81</b>	<b>+3.86</b>	<b>+3.30</b>

\$24.95 million increase in District expenditures or about 9.6% of the current Unrestricted Budget



# District Multi-Year Projection

Governor's January Proposal Estimate

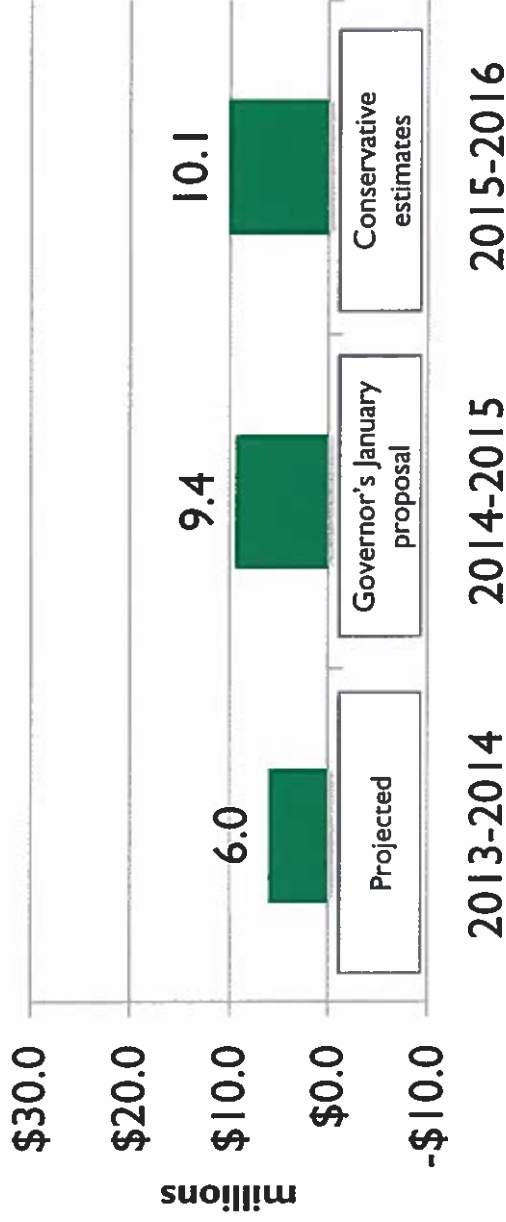


\* \$5.9 million of 2014-2015 is one-time money

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

# District Multi-Year Projection

Governor's May Revision Proposal Estimate

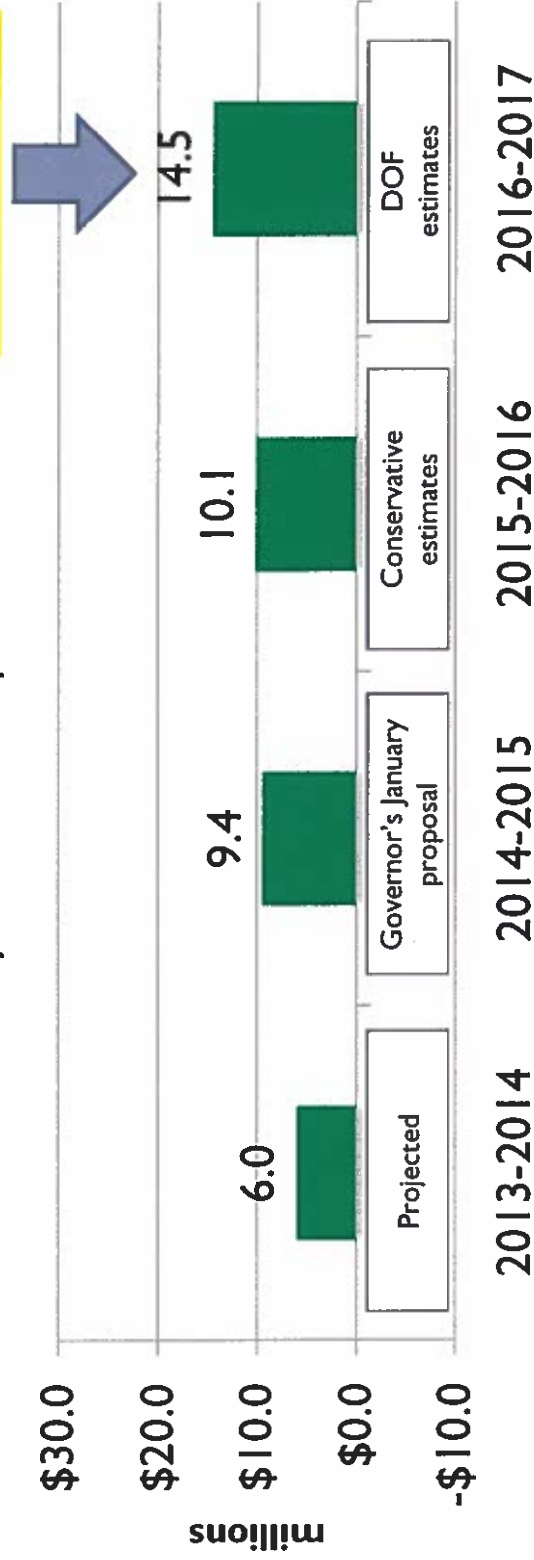


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- Capture some one-time savings to improve reserve balances. Plan for being ready to absorb next economic downturn while at the same time maintaining services for students.

# District Multi-Year Projection

Will be third year for adopted budget multi-year projection

Governor's May Revision Proposal Estimate



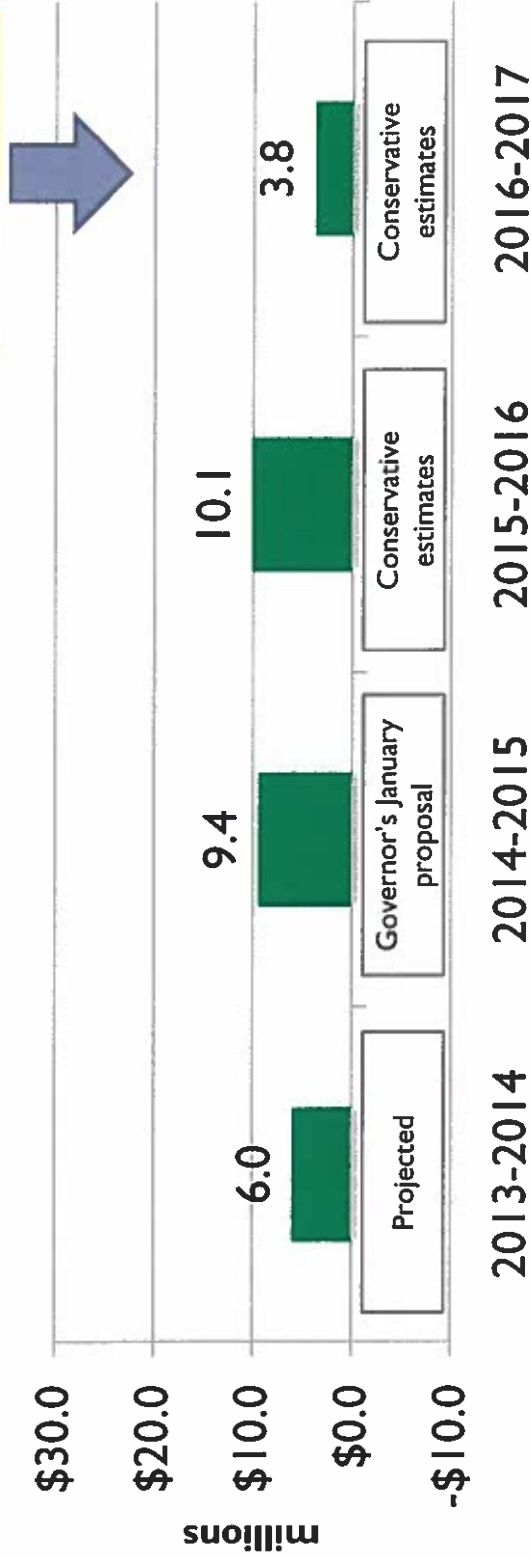
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# District Multi-Year Projection

Will be third year for adopted budget multi-year projection

Governor's May Revision Proposal Estimate

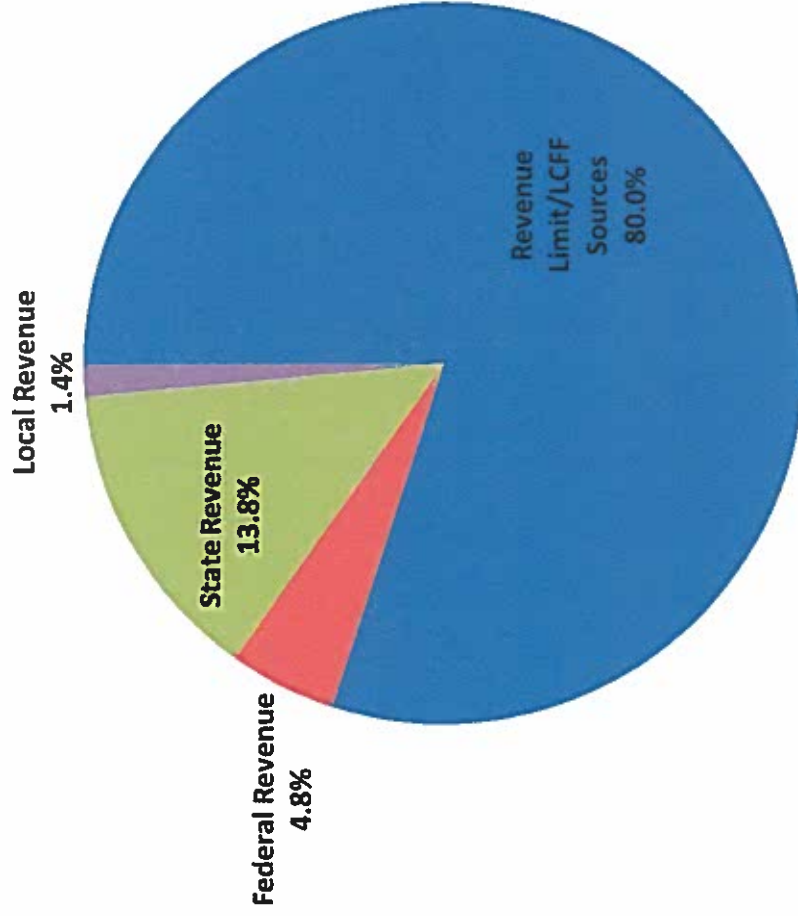


- State budget priorities can change from year to year with no guarantee that LCFF growth will be provided or that the LCFF will be fully funded
- Capture some one-time savings to improve reserve balances. Plan for being ready to absorb next economic downturn while at the same time maintaining services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

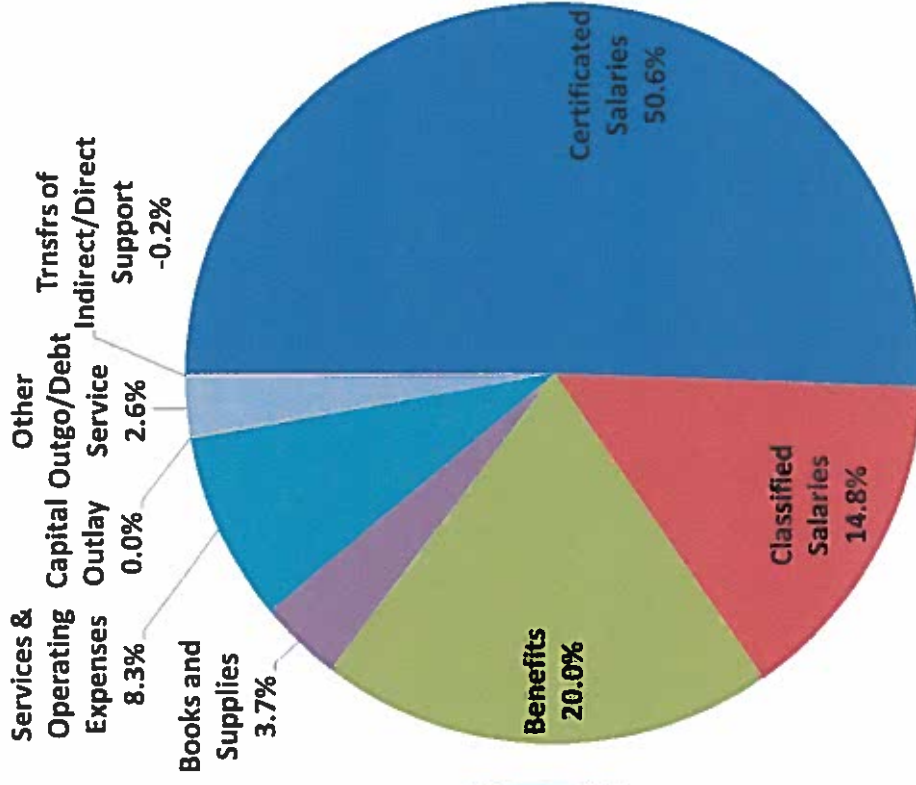


# 2013-2014 Combined Unrestricted & Restricted Budget

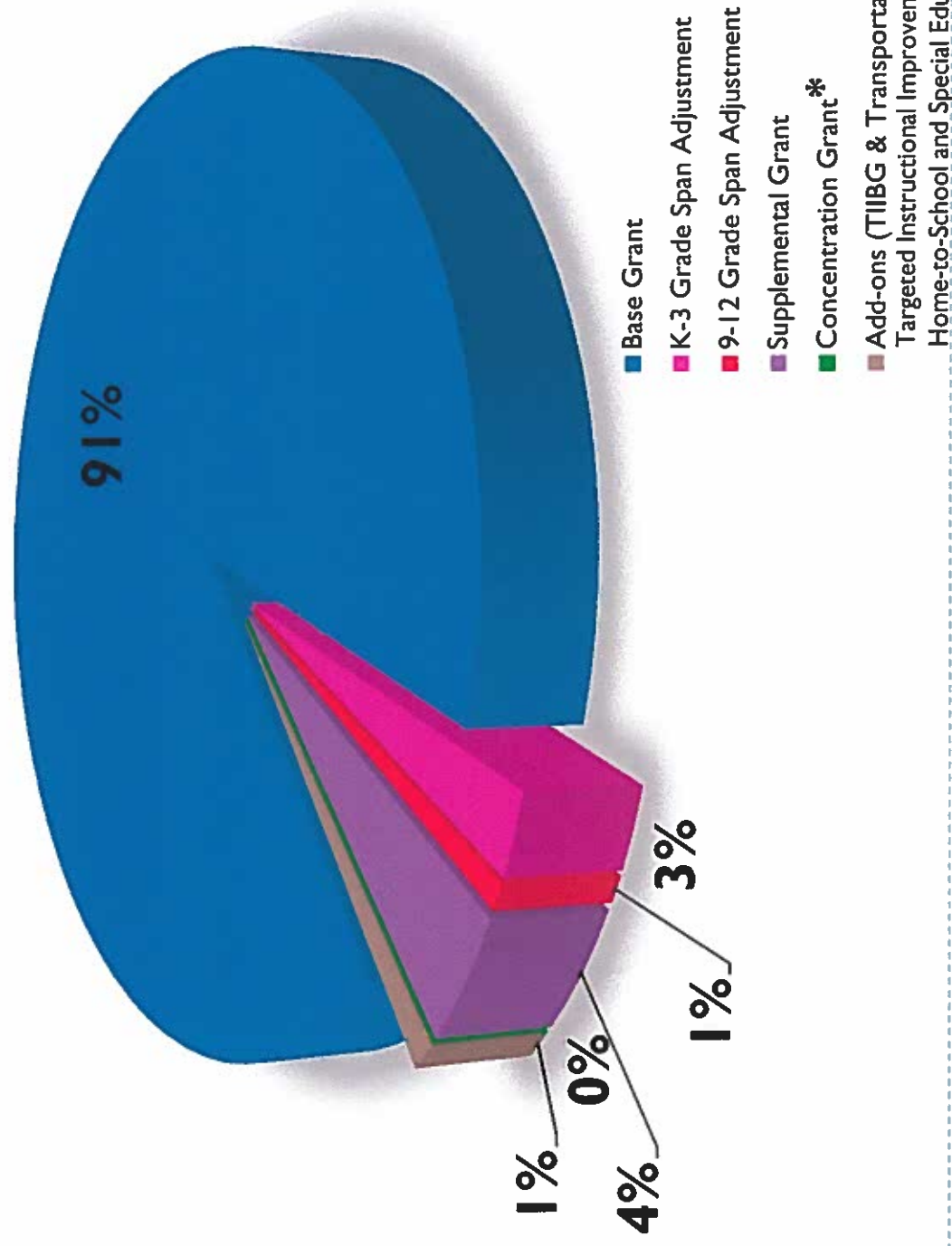
## Revenue



## Expenditures



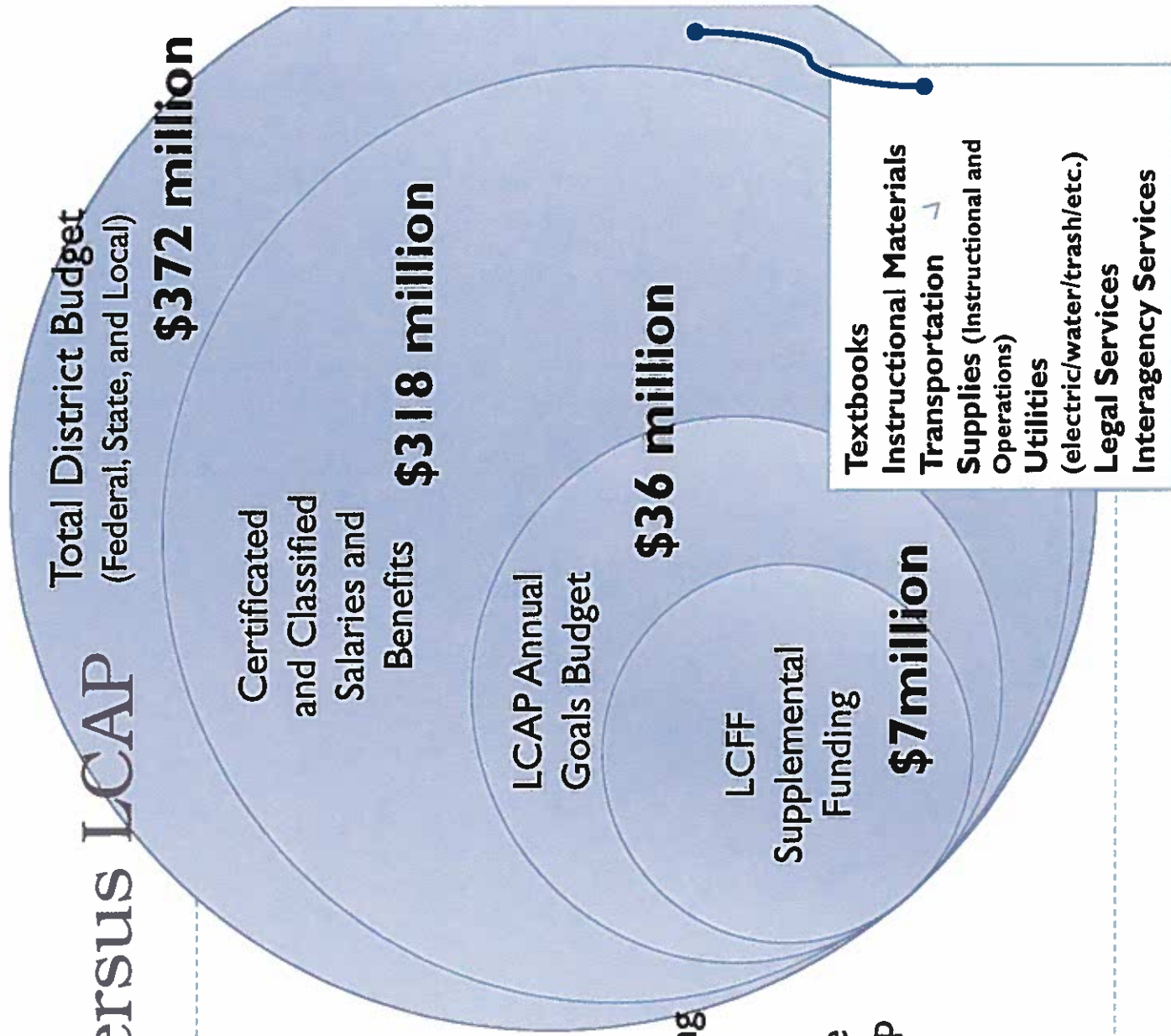
# CUSD LCFF Funding Components



\* CUSD does not receive a Concentration Grant

# Total Budget versus LCAP

- ▶ All expenditures in the LCAP must be contained in the District budget
- ▶ Not all expenditures of the District will be shown in the LCAP
- ▶ Supplemental funds may be used District wide
- ▶ 85% (\$318 million) for those who teach or support teaching
- ▶ LCAP are initiative identified within each goal area to improve student performance and close the achievement gap
- ▶ \$36 million LCAP
  - ▶ \$7 million supplemental funds
  - ▶ \$9 million other funds
  - ▶ \$19 million base funds



# Important Future Considerations

- ▶ State budget priorities can change from year to year with no guarantee that LCFF growth will be provided or the LCFF will be fully funded
- ▶ Maintain efficient operations
- ▶ Recover lost services and programs within the current environment and future expectations
  - ▶ As funding improves, districts will need to plan for developing programs and services.
    - ▶ Examples include:
 

Deferred Maintenance	Routine Maintenance
Staffing Recovery	Staff Development
Instructional Materials	Technology
Discretionary Site Funding	Furniture Replacement
Vehicle/Bus Replacement Etc.	
- ▶ Avoid deficit spending when funding is stable
- ▶ Staff effectively to minimize impact of declining enrollment
- ▶ Use one-time savings to build reserves
  - ▶ Maintain service levels to students even during short-term economic downturns
  - ▶ Avoid “feast or famine” budgeting
- ▶ Students and staff thrive in a stable environment



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

May 28, 2014

**SELECTION OF SCHOOL NAME FOR THE NEW K-8 CAMPUS IN  
RANCHO MISSION VIEJO**

---

**BACKGROUND INFORMATION**

Rancho Mission Viejo is planning a multi-phased housing 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 the Board of Trustees has deliberated during recent meetings on potential names for the school.

**CURRENT CONSIDERATIONS**

On May 14, 2014, the Board, serving as the School Naming Committee, reviewed 39 potential names for the school that were submitted by Trustees, staff, residents, community leaders, and others. Those names were narrowed to the seven that are referenced in the following table:

<p><b>Acjachemen School</b></p> <p><b>Background Information:</b> The Juaneño Band of Mission Indians, Acjachemen Nation, are the original inhabitants of the lands that ultimately became the County of Orange, as well as parts of San Diego, Los Angeles, and Riverside Counties. The Tribe provided labor for construction of Orange County's earliest landmarks, including Mission San Juan Capistrano. While the American Colonies were being founded on the East Coast, the Acjachemen Indians were conscripted to build the missions on the West Coast.</p>
<p><b>Barbara L. Banda School</b></p> <p><b>Background Information:</b> Barbara L. Banda was a member of the Juaneño Band of Mission Indians, Acjachemen Nation, and was born and raised in San Juan Capistrano. She was a Tribal leader and direct descendent of Feliciano Rios, a soldier who guarded Father Serra on the expedition from Mexico to San Juan Capistrano to found the seventh mission.</p> <p>Barbara worked as an instructional assistant at San Juan Elementary School for many years, while also serving as an Elder of her Tribe and on the Elder's Committee. She actively supported and promoted her Native American culture in the region. This contributed to her success in bringing federal funding to the District for an Indian Education program.</p>

### **Escencia School**

#### **Background Information:**

The first school to be located on the ranch will be situated in the heart of the community's second village, called Escencia. A Spanish word, Escencia means "the essence" and was selected by ranch officials because it reflects the hope and aspiration associated with moving into a new village within a new community. Escencia also translates to mean "indispensable," "necessary," and "of substance," words that are easily associated with learning, maturing, and finding one's place or way, events that typically take place in school.

### **Glenn T. Seaborg School**

#### **Background Information:**

Glenn T. Seaborg was a California scientist whose involvement in the synthesis, discovery, and investigation of ten transuranium elements on the periodic table earned him a share of the 1951 Nobel Prize in Chemistry. After earning his Ph.D. from the University of California at Los Angeles, Dr. Seaborg spent most of his career as an educator and research scientist, serving as a professor, and between 1958 and 1961, as the university's second chancellor.

Dr. Seaborg was a well-known advocate of science education and federal funding for pure research. Toward the end of President Eisenhower's administration, he was the principal author of the Seaborg Report on academic science. Dr. Seaborg also served as a member of President Ronald Reagan's National Commission on Excellence in Education, and was a key contributor to its 1983 report, "A Nation at Risk."

### **Helena Modjeska School**

#### **Background Information:**

Helena Modjeska was born in Krakow, Poland on October 12, 1840. In July 1876, after spending more than a decade as the reigning star of the Polish national theater, Helena immigrated to the United States. Once in America, Helena and her husband purchased a ranch near Anaheim, intending to leave her theater career to devote her life to farming. That was not to be, however, and she returned to the arts. During her career she played nine Shakespearean heroines, and produced Henrik Ibsen's "A Doll House," the first Ibsen play staged in the United States. In the 1880s and 1890s she was the leading female interpreter of Shakespeare on the American stage.

Helena's home from 1888 to 1906, "Arden," is a registered National Historic Landmark located in Modjeska Canyon, on the banks of Santiago Creek in the foothills of the Santa Ana Mountains, about eleven miles east of today's community of Lake Forest.

### **Ortega Oaks School**

#### **Background Information:**

This name recognizes three significant influences in the historic development of the region where the new school will be built, which are: Don Jose Francisco Ortega, the Ortega Highway, and the Oak trees found in the region. Don Jose Francisco Ortega was a member of the Portola expedition, which made the first attempt to found San Juan Mission. The Ortega Highway, which winds through the mountains from San Juan Capistrano to the Lake Elsinore Valley, was named after Ortega. Don Jose Francisco Ortega and the Ortega Highway are historically significant to the region.

The Ortega Highway construction began in 1929 and continued through 1933 by the State of California, Orange, and Riverside Counties. Starting near Lake Elsinore with nothing more than Indian foot paths and a fire trail, the Ortega Highway was envisioned as a "highway to the sea."

### **Ronald Reagan School**

#### **Background Information:**

Born in Tampico, Illinois on February 6, 1911, Ronald Reagan initially chose a career in entertainment, appearing in more than 50 films. While in Hollywood he served as president of the Screen Actors' Guild and met his future wife, Nancy (Davis) Reagan. He served two terms as governor of California and ran for the United States presidency as a conservative Republican and won two terms, beginning in 1980.

### **FINANCIAL IMPLICATIONS**

There is no financial impact.

### **STAFF RECOMMENDATION**

It is recommended the Board of Trustees select a name for the new K-8 school.





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

**LEA:** Capistrano Unified School District  
**Contact Person:** Dr. Joseph Farley  
**Position:** Superintendent  
**E-mail Address:** jfarley@capousd.org  
**Phone Number:** (949) 234-9203  
**LCAP Year:** 2014-2015

### Introduction

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

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

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

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

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

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

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## **State Priorities**

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

### **A. Conditions of Learning**

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

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

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

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

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

### **B. Pupil Outcomes**

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

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

### **C. Engagement**

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

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

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

## Section 1: Stakeholder Engagement

### Instructions and Guiding Questions

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

### Instructions

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

### Guiding Questions

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

Description of Involvement Processes Implemented	
Involvement Process	Impact on LCAP
<p>Executive staff and site administrators engaged parents, teachers, classified staff, and students in forums, advisory group input sessions and School Site Council/Parent Committee meetings. Notices were sent through District listserves, website updates, and automated phone messaging.</p> <p>At each of the over 65 stakeholder engagement meetings, an overview was presented on LCFF, LCAP, and District and subgroup data. Input was gathered in rotating groups on what's working well and what needs to be targeted in the eight state priority areas. Comments and feedback were recorded on chart paper and later summarized into documents. This input was compiled and made available for examination on the District website.</p>	<p>Input from all groups was taken into consideration when analyzing the needs/priorities within the priority areas. There was clear consensus that the goals addressed through the LCAP should address the needs of all students, including all subgroups:</p> <ul style="list-style-type: none"><li>• English Learners (ELL)</li><li>• Students with Disabilities (SWD)</li><li>• Economically Disadvantaged/Foster youth (SED)</li></ul> <p>Note: District and subgroup data is summarized in the attached addendum.</p>

Description of Involvement Processes Implemented	
Involvement Process	Impact on LCAP
The District website was updated to include a featured section devoted to LCFF/LCAP, which provides stakeholders with information regarding the process for its development, relevant data, related events and activities, and schedule of associated actions.	
<p>List of Stakeholder Input Meetings:</p> <p>February 3 Parent Council</p> <p>February 6 DELAC Meeting</p> <p>February 7 PTSA Legislation Team Meeting</p> <p>February 10 Elementary Principals' Meeting</p> <p>February 10 Superintendent's Spring Classified Staff Forum</p> <p>February 19 Superintendent's Spring Certificated Staff Forum</p> <p>February 21 High School Principals' Meeting</p> <p>February 24 Middle School Principals' Meeting</p> <p>March 5 Community Forum</p> <p>March 7 PTSA Legislative Group</p> <p>March 10 CUCPTSA Council Meeting</p> <p>March 11 Capistrano Unified Educators Association</p> <p>March 13 DELAC Meeting</p> <p>March 17 Teacher Council</p> <p>March 18 Community Advisory Meeting (CAC)</p> <p>March 19 Superintendent's Community Forum</p> <p>March 21 High School Principals' Meeting</p> <p>March 24 Middle School Principals' Meeting</p> <p>March 26 Board Meeting</p> <p>March 31 Elementary Principals' Meeting</p> <p>April 14 CUCPTSA Council Meeting</p> <p>April 15 Community Advisory Meeting (CAC)</p> <p>April 17 DELAC Meeting</p> <p>April 23 Board Meeting</p> <p>April 28 Elementary Principals' Meeting</p> <p>May 5 Teacher Advisory Council</p> <p>May 9 PTSA Legislative Group</p> <p>May 13 Classified Staff Educators Association</p> <p>May 19 Parent Advisory Council</p> <p>Each of our 56 School Sites held a meeting(s) to review LCAP and gather feedback from School Site Council, Staff, PTA, etc. (All Elementary, Middle, and High Schools) -</p>	<p>District staff identified the following priority areas of need that emerged from the stakeholder input and, in combination with essential data, incorporated them into the development of the LCAP goals:</p> <p>At-risk and struggling students</p> <p>English Learners</p> <p>Class size reduction</p> <p>Facilities</p> <p>Instructional Days</p> <p>Technology</p> <p>Music</p> <p>A-G</p> <p>Electives</p> <p>Science, Technology, Engineering, Math (STEM)</p> <p>Arts</p> <p>All goals were written to align directly with the interests and desires expressed during the stakeholder engagement process.</p>

DRAFT



## Section 2: Goals and Progress Indicators

### Instructions and Guiding Questions

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

### Instructions:

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

### Guiding Questions:

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



## Section 2: Goals and Progress Indicators

<sup>1</sup> What needs have been identified and what metrics are used to measure progress?

<sup>2</sup> Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.

<sup>3</sup> Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.

<sup>4</sup> Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.

Description of Goals				
Identified Need and Metric <sup>1</sup>	Description of Goal	Applicable Pupil Subgroup(s) <sup>2</sup>	School(s) Affected <sup>3</sup>	Related State and Local Priorities <sup>4</sup>
<p>1.</p> <ul style="list-style-type: none"> <li>Prepare students for success in college and career</li> <li>Prepare students to use digital tools</li> <li>Reduce class size</li> <li>Increase instructional days to 180</li> </ul> <p>As measured by:</p> <ul style="list-style-type: none"> <li>SBAC ELA Results</li> <li>SBAC Mathematics Results</li> <li>Year to year comparison of class size/staffing ratios</li> <li>Year to year comparison of number of instructional days</li> <li>Early Assessment Program (EAP)</li> <li>District benchmark assessments</li> <li>Other accountability measures</li> <li>Subgroup analysis (ELL, SWD, SED)</li> <li>Highly Qualified Teachers</li> <li>Sufficiency of Instructional Materials</li> <li>Number of high school students, including Adult Transition Program (ATP) students placed in a career</li> </ul>	Students will demonstrate academic growth and proficiencies needed to ensure they leave the TK-12 system ready for college and career.	All Students (including unduplicated)	All schools	<p>State Priorities:</p> <ul style="list-style-type: none"> <li>Basic</li> <li>Pupil Achievement</li> <li>Other Pupil Outcomes</li> <li>Implementation of State Standards</li> </ul> <p>Strategic Goal Pillar 3:</p> <ul style="list-style-type: none"> <li>Academic Achievement and Enrichment</li> </ul>

Description of Goals				
Identified Need and Metric <sup>1</sup>	Description of Goal	Applicable Pupil Subgroup(s) <sup>2</sup>	School(s) Affected <sup>3</sup>	Related State and Local Priorities <sup>4</sup>
internship/ apprenticeship				
2. <ul style="list-style-type: none"> <li>Develop a systematic approach for identifying at-risk students</li> <li>Develop appropriate interventions to meet the needs of at-risk students</li> </ul> <p>As measured by:            Grade level/subject area benchmark assessments            Suspension/Expulsion Data            Credit Recovery            Coursework Data            Attendance Data            California Healthy Kids Survey            SST data            Special Education referral and placement data            504 documentation data</p>	Provide interventions for academically, behaviorally, and social/emotionally at risk students.	All Students, including all subgroups	All schools	State Priorities: Pupil Achievement Other Pupil Outcomes Pupil Engagement School Climate  Strategic Goals: Pillar 2: Safe and Healthy Schools Strategic Goal Pillar 3: Academic Achievement and Enrichment
3. <ul style="list-style-type: none"> <li>Increase the number of fluent English Learners</li> <li>Decrease the number of long-term English Learners</li> </ul> <p>As measured by:            AMAO 1            AMAO 2            Reclassification Rates            Percent of LTEL</p>	Increase the number of English Learners who achieve fluency and decrease the number of long-term English Learners.	English Learners	All schools	State Priorities: Pupil Achievement Other Pupil Outcomes  Strategic Goal: Pillar 3: Academic Achievement and Enrichment

## Description of Goals

Identified Need and Metric <sup>1</sup>	Description of Goal	Applicable Pupil Subgroup(s) <sup>2</sup>	School(s) Affected <sup>3</sup>	Related State and Local Priorities <sup>4</sup>
<p>4.</p> <ul style="list-style-type: none"> <li>• Increase a-g completion rates</li> <li>• Refine course offerings to reflect rigor and a broad course of study that prepare students for college and career</li> <li>• Expand CTE pathways</li> <li>• Improve college readiness, enrollment, and persistence rates</li> </ul> <p>As measured by:  A-G Progress:  On-track high school students  College-Going Rate (Nat'l. Clearinghouse)  Senior Exit Survey  Number of CTE Career Pathways  Number of Advanced Placement and IB students  VAPA and electives data  College Remediation data  Subgroup analysis (ELL, SWD, SED)</p>	Increase the number of K-12 student offerings reflecting a broad course of study to ensure students are on-track to graduate from high school college and career ready	All Students (including unduplicated)	All schools	<p>Pupil Achievement  Course Access  Pupil Engagement  Implementation of State Standards</p> <p>Strategic Goal:  Pillar 3: Academic Achievement and Enrichment</p>
<p>5.</p> <ul style="list-style-type: none"> <li>• Increase parent engagement representative of the District's diverse student population</li> <li>• Increase partnership engagement in educating CUSD students</li> </ul>	Expand parent and community engagement to include representation of all students.	All Students (including unduplicated)	All schools	<p>Parent Involvement  Community Engagement</p> <p>Strategic Goal:  Pillar 1 : Community Relations</p>

Description of Goals				
Identified Need and Metric <sup>1</sup>	Description of Goal	Applicable Pupil Subgroup(s) <sup>2</sup>	School(s) Affected <sup>3</sup>	Related State and Local Priorities <sup>4</sup>
As measured by: Participation in District advisory meetings Site parent engagement in PTSA and other activities Data from online communication tools, including Parent Portal				
6. <ul style="list-style-type: none"> <li>Develop long-term facilities improvement program</li> <li>Prepare for short and long-term facilities needs</li> <li>Increase technological resources/devices for staff and students</li> </ul> As measured by: Williams Act data Number of digital devices for students and staff Facilities Inspection Tool by site	Develop a multi-year plan to enhance facilities that are clean, safe, healthy, functional and appropriate to foster academic achievement. Increase the number of student and staff technological devices required to support 21st century learning.	All Students (including unduplicated)	All schools	Basic Strategic Goal Pillar 5: Effective Operations

## Section 2: Goals and Progress Indicators

<sup>1</sup> Based on identified metric.

LCAP Year 1 (2014-15): Analysis of Progress		
Description of Goal	Analysis of Progress	What will be different / improved for students? <sup>1</sup>
1. Students will demonstrate academic growth and proficiencies needed to ensure they leave the TK-12 system ready for college and career.	<p>End of Year 1/LCAP review</p> <p>Progress data will be collected during the 2014-15 school year. Baseline Data:</p> <p>2013:</p> <p>CAHSEE - ELA 93% pass/Math 93% pass</p> <p>Science CST - 5th Gr. 72% prof/adv 8th Gr. 88% prof/adv. 10th Gr. 76 prof/adv.</p> <p>EAP (conditional and ready) - ELA: 58% /Math: 69%</p> <p>2014 Data from Science CST, CAHSEE, and EAP will be analyzed when available.</p> <p>Comparison data for lowered class size/staffing ratios and instructional days year to year</p>	<p>Increased student proficiency in academic achievement measures by 3% in all grade bands (from previous year) and across subgroups.</p> <p>Students will attend 180 instructional days</p> <p>Class size averages will be restored within Ed. Code (no waivers), based on negotiated contract.</p> <p>Baseline SBAC data will be collected.</p> <p>Classroom instruction will reflect grade level standards, including integrated digital literacy skills.</p> <p>Baseline data on career experiences, internships, apprenticeships will be collected.</p> <p>Increase the number of Highly Qualified Teachers</p> <p>Maintain the number of sufficient instructional materials for each student.</p>
2. Provide interventions for academically, behaviorally, and social/emotionally at risk students.	<p>End of Year 1/LCAP review: Progress data from designated metrics will be collected during the 2014-15 school year: Intervention participation, 504 qualification data, special education placement data.</p>	<p>Establishment of districtwide MTSS plan and guiding principles. Decreased referrals to more restrictive programs and/or special education services.</p>
3. Increase the number of English Learners who achieve fluency and decrease the number of long-term English Learners.	<p>Baseline Data:</p> <p>2013 AMAO 1: 51%</p> <p>2013 AMAO 2: Less than 5 years: 25%; More than 5 years: 47%</p> <p>LTELS: 79.4% of CUSD ELs in grades 5-12 have been designated as EL for more than five years.</p> <p>2013 Reclassification rate is 10.3%</p> <p>Progress data will be collected during the 2014-15 school year.</p>	<p>Increased reclassification rate by 3% over current baseline.</p> <p>Number of LTEL students will decrease by 2% in Grades 5-12</p> <p>AMAO 1: Increase by 3%</p> <p>AMAO 2: Increase by 3%</p>
4. Increase the number of K-12 student offerings reflecting a broad course of study to ensure students are on-track to graduate from high school college and career ready	<p>Baseline Data:</p> <p>2013 CUSD Graduate A-G Completion Rate: 54%</p> <p>2013 CUSD Graduate AP Participation:</p> <p>2013 CUSD EAP ELA Pass rate: 39% College-ready; 19% Conditional</p>	<p>Number of students completing a-g will increase by 3%.</p> <p>Additional CTE pathway will be integrated into course offerings.</p> <p>95% of 8th grade students will complete Ready Step</p>

LCAP Year 1 (2014-15): Analysis of Progress		
Description of Goal	Analysis of Progress	What will be different / improved for students? <sup>1</sup>
	<p>2013 CUSD EAP Math Pass rate: 23% College-ready; 46% Conditional</p> <p>Progress data will be collected during the 2014-15 school year.</p> <p>Begin collection of clubs, organizations, and athletics participation at the high schools. Develop data collection system.</p>	<p>college readiness survey.</p> <p>EAP results will reflect a 3% increase over the prior year in students identified as "college ready".</p> <p>Baseline senior exit survey will be developed/conducted</p> <p>District Arts plan will be updated.</p> <p>Increased participation in clubs, organizations and athletics at the high schools.</p>
5. Expand parent and community engagement to include representation of all students.	<p>CUSD has a very active and supportive PTSA organization which provides parent education, supplemental programs, and legislative advocacy on behalf of CUSD students. PTSA has logged over 480,000 volunteer hours in CUSD.</p> <p>End of Year 1/LCAP review: Additional progress data will be collected during the 2014-15 school year to ensure engagement includes a representation of all students.</p>	<p>Upgraded parent communications; increased participation in district advisories by 2%; increased participation by parents from underrepresented student groups in parent information and support activities.</p>
6. Develop a multi-year plan to enhance facilities that are clean, safe, healthy, functional and appropriate to foster academic achievement. Increase the number of student and staff technological devices required to support 21st century learning.	<p>End of Year 1/LCAP review: Progress data will be collected during the 2014-15 school year</p>	<p>Standards for facility maintenance will be met.</p> <p>Williams Act facilities inspections will reflect compliance.</p> <p>Annual Tech Plan objectives will be met.</p> <p>Classroom 1:1 device program will be expanded (See Tech Plan).</p> <p>Site discretionary supply accounts will return to baseline levels.</p>



## Section 2: Goals and Progress Indicators

<sup>1</sup> Based on identified metric.

LCAP Year 2 (2015-16): Analysis of Progress		
Description of Goal	Analysis of Progress	What will be different / improved for students? <sup>1</sup>
1. Students will demonstrate academic growth and proficiencies needed to ensure they leave the TK-12 system ready for college and career.	Districtwide and site-level data will be analyzed at the end of the 2015-16 school year, and appropriate adjustments to the plan will be made.	Increased student proficiency in academic achievement measures (including SBAC) by 3% in all grade bands and subgroups. Maintained student instructional days of 180 days. Class size averages will be adjusted per negotiated agreement. Classroom instruction will reflect grade level standards, including integrated digital literacy skills. Baseline benchmark data collected.
2. Provide interventions for academically, behaviorally, and social/emotionally at risk students.	Districtwide and site-level data will be analyzed at the end of the 2015-16 school year, and appropriate adjustments to the plan will be made.	Each site will have a defined MTSS plan in accordance with District guidelines to support student learners. Universal screening data will be gathered on an ongoing basis at all sites. Additional counseling support will be available for sites. Decreased referrals for more restricted programs. Decreased suspensions and expulsions and/or special education services.
3. Increase the number of English Learners who achieve fluency and decrease the number of long-term English Learners.	Districtwide and site-level data will be analyzed at the end of the 2015-16 school year, and appropriate adjustments to the plan will be made.	Increased reclassification rate by 3% over previous year. Number of LTEL students will decrease by 2% over previous year in Grades 5-12 AMAO 1: Meet target AMAO 2: Meet target and increase by 3%
4. Increase the number of K-12 student offerings reflecting a broad course of study to ensure students are on-track to graduate from high school college and career ready	Districtwide and site-level data will be analyzed at the end of the 2015-16 school year. This data will be used to examine the impact of actions related to this goal area, and adjustments to the plan will be made.	Number of students completing a-g will increase by 3% from previous year. Continued expansion of CTE pathways to reflect high wage/high demand industries/careers. 95% of 8th grade students will complete Ready Step college readiness survey. All 10th grade students will take the PSAT. EAP results will reflect a 3% increase over the prior year in students identified as "college ready".

LCAP Year 2 (2015-16): Analysis of Progress		
Description of Goal	Analysis of Progress	What will be different / improved for students? <sup>1</sup>
5. Expand parent and community engagement to include representation of all students.	Districtwide and site-level data will be analyzed at the end of the 2015-16 school year, and appropriate adjustments to the plan will be made.	Upgraded parent communications; increased participation in district advisories by 2%; increased participation by parents from underrepresented student groups in parent information and support activities.
6. Develop a multi-year plan to enhance facilities that are clean, safe, healthy, functional and appropriate to foster academic achievement. Increase the number of student and staff technological devices required to support 21st century learning.	Districtwide and site-level data will be analyzed at the end of the 2015-16 school year, and appropriate adjustments to the plan will be made.	Standards for facility maintenance will be met. Williams Act facilities inspections will reflect compliance. Annual Tech Plan objectives will be met. Classroom 1:1 device program will be expanded (See Tech Plan). Site discretionary supply accounts will return to baseline levels.



## Section 2: Goals and Progress Indicators

<sup>1</sup> Based on identified metric.

LCAP Year 3 (2016-17): Analysis of Progress		
Description of Goal	Analysis of Progress	What will be different / improved for students? <sup>1</sup>
1. Students will demonstrate academic growth and proficiencies needed to ensure they leave the TK-12 system ready for college and career.	Districtwide and site-level data will be analyzed at the end of the 2016-17 school year, and appropriate adjustments to the plan will be made.	Increased student proficiency in academic achievement measures (including SBAC) by 3% in all grade bands and subgroups. Maintained student instructional days of 180 days Class size averages will be adjusted per negotiated agreement.
2. Provide interventions for academically, behaviorally, and social/emotionally at risk students.	Districtwide and site-level data will be analyzed at the end of the 2016-17 school year, and appropriate adjustments to the plan will be made.	Decreased referrals for more restrictive programs; reduced suspensions and expulsions; reduced referrals and placement in special education programs.
3. Increase the number of English Learners who achieve fluency and decrease the number of long-term English Learners.	Districtwide and site-level data will be analyzed at the end of the 2016-17 school year, and appropriate adjustments to the plan will be made.	Increased reclassification rate by 3% over previous year. Number of LTEL students will decrease by 2% over previous year in Grades 5-12 AMAO 1: Meet target and increase by 2% AMAO 2: Meet target and increase by 3%
4. Increase the number of K-12 student offerings reflecting a broad course of study to ensure students are on-track to graduate from high school college and career ready	Districtwide and site-level data will be analyzed at the end of the 2016-17 school year, and appropriate adjustments to the plan will be made.	Number of students completing a-g will increase by 3% from previous year Continued expansion of CTE pathways to reflect high wage/high demand industries/careers All 8th grade students will complete Ready Step college readiness survey All 10th grade students will take the PSAT Data regarding college-going and persistence will reflect an increase of 5% Increase in SAT/ACT participation and average scores Increase in student access to VAPA courses/instruction
5. Expand parent and community engagement to include representation of all students.	Districtwide and site-level data will be analyzed at the end of the 2016-17 school year, and appropriate adjustments to	Upgraded parent communications; increased participation in district advisories by 2%; increased

LCAP Year 3 (2016-17): Analysis of Progress		
Description of Goal	Analysis of Progress	What will be different / improved for students? <sup>1</sup>
	the plan will be made.	participation by parents from underrepresented student groups in parent information and support activities.
6. Develop a multi-year plan to enhance facilities that are clean, safe, healthy, functional and appropriate to foster academic achievement. Increase the number of student and staff technological devices required to support 21st century learning.	Districtwide and site-level data will be analyzed at the end of the 2016-17 school year, and appropriate adjustments to the plan will be made.	Standards for facility maintenance will be met. Williams Act facilities inspections will reflect compliance. Annual Tech Plan objectives will be met. Classroom 1:1 device program will be expanded (See Tech Plan). Site discretionary supply accounts will return to baseline levels.

### Section 3: Actions, Services, and Expenditures

#### Instructions and Guiding Questions

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

#### Instructions:

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

#### Guiding Questions:

- 1) What actions/services will be provided to all pupils, to subgroups of pupils identified pursuant to Education Code section 52052, to specific school sites, to English learners, to low-income pupils, and/or to foster youth to achieve goals identified in the LCAP?
- 2) How do these actions/services link to identified goals and performance indicators?
- 3) What expenditures support changes to actions/services as a result of the goal identified? Where can these expenditures be found in the LEA's budget?
- 4) In the annual update, how have the actions/services addressed the needs of all pupils and did the provisions of those services result in the desired outcomes?
- 5) In the annual update, how have the actions/services addressed the needs of all subgroups of pupils identified pursuant to Education Code section 52052, including, but not limited to, English learners, low-income pupils, and foster youth; and did the provision of those actions/services result in the desired outcomes?
- 6) In the annual update, how have the actions/services addressed the identified needs and goals of specific school sites and did the provision of those actions/services result in the desired outcomes?
- 7) In the annual update, what changes in actions, services, and expenditures have been made as a result of reviewing past progress and/or changes to goals?

### Section 3: Actions, Services, and Expenditures

#### A. Actions, Services and Expenditures for All Students

- A. What annual actions, and the LEA may include any services that support these actions, are to be performed to meet the goals described in Section 2 for ALL pupils and the goals specifically for subgroups of pupils identified in Education Code section 52052 but not listed in Table 3B below (e.g., Ethnic subgroups and pupils with disabilities)? List and describe expenditures for each fiscal year implementing these actions, including where these expenditures can be found in the LEA's budget.

<sup>1</sup> Include and identify all goals from Section 2

<sup>2</sup> From Section 2

<sup>3</sup> Indicate if school-wide or LEA-wide

<sup>4</sup> What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?

#### LCAP Year 1 (2014-15): Actions, Services and Expenditures for All Students

Description of Goal <sup>1</sup>		Related State and Local Priorities <sup>2</sup>		Level of Service <sup>3</sup>	
1. Students will demonstrate academic growth and proficiencies needed to ensure they leave the TK-12 system ready for college and career.		State Priorities: Basic Pupil Achievement Other Pupil Outcomes Implementation of State Standards  Strategic Goal Pillar 3: • Academic Achievement and Enrichment		All schools	
Level of Service	Action and Services	Proposed Expenditures	Type	Funding Source	Amount
1.1	Ensure effective learning conditions by reducing class size and providing adequate instructional days for students	Increase student days to 180	1000-1999: Certificated Personnel Salaries	Base	\$2,479,200
		Increase student days to 180	1000-1999: Certificated Personnel Salaries	Supplemental	\$619,800
		Decrease class size per negotiated agreement	1000-1999: Certificated Personnel Salaries	Base	\$3,949,600
		Decrease class size per negotiated agreement	1000-1999: Certificated Personnel Salaries	Supplemental	\$987,400
1.2	Professional Development for teachers and paraprofessionals on state standards and effective instructional practices	TOSAs, coaches	1000-1999: Certificated Personnel Salaries	Supplemental	\$537,107

**LCAP Year 1 (2014-15): Actions, Services and Expenditures for All Students**

		Conferences/training	5000-5999: Services And Other Operating Expenditures	Supplemental	\$2,000
		Mileage	5000-5999: Services And Other Operating Expenditures	Supplemental	\$1,000
		Printing costs	5000-5999: Services And Other Operating Expenditures	Supplemental	\$1,200
		Site allocation for subs for PD release (including observations and coaching)	1000-1999: Certificated Personnel Salaries	Other	\$282,510
1.3	State standards-aligned materials	State standards materials/textbooks	4000-4999: Books And Supplies	Other	\$2,800,000
1.4	Technical support for elementary and secondary	Technical support for elementary and secondary	1000-1999: Certificated Personnel Salaries	Other	\$200,000
		Technical support for elementary and secondary	2000-2999: Classified Personnel Salaries	Other	\$80,000
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2.	Provide interventions for academically, behaviorally, and social/emotionally at risk students.		State Priorities: Pupil Achievement Other Pupil Outcomes Pupil Engagement School Climate  Strategic Goals: Pillar 2: Safe and Healthy Schools Strategic Goal Pillar 3: Academic Achievement and Enrichment	All schools	
2.1	Intervention classes	Additional sections for secondary sites	1000-1999: Certificated Personnel Salaries	Supplemental	\$121,480
2.2	Supplies and materials	Assessments	4000-4999: Books And Supplies	Supplemental	\$10,000
2.3	Management and oversight of districtwide interventions, site support	Exec. director and coordinators	1000-1999: Certificated Personnel Salaries	Supplemental	\$370,000

**LCAP Year 1 (2014-15): Actions, Services and Expenditures for All Students**

		TOSAs and site coordination stipends	1000-1999: Certificated Personnel Salaries	Supplemental	\$338,800
		Clerical support	2000-2999: Classified Personnel Salaries	Supplemental	\$95,000
2.4	Professional Development/Training for Certificated and Paraprofessional staff	Substitutes for certificated and paraprofessional training	1000-1999: Certificated Personnel Salaries	Supplemental	\$20,000
		Consultant	5000-5999: Services And Other Operating Expenditures	Supplemental	\$5,000
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3.	Increase the number of English Learners who achieve fluency and decrease the number of long-term English Learners.		State Priorities: Pupil Achievement Other Pupil Outcomes	All schools	
			Strategic Goal: Pillar 3: Academic Achievement and Enrichment		
3.1	Increase number of ELLs who reclassify as fully English proficient and therefore decrease the number of LTEL students.	Summer CELDT Test Prep	1000-1999: Certificated Personnel Salaries	Supplemental	\$12,000
		Testing Technicians	1000-1999: Certificated Personnel Salaries	Supplemental	\$167,000
		Secondary ELD sections	1000-1999: Certificated Personnel Salaries	Supplemental	\$289,000
		Supplemental instructional materials	4000-4999: Books And Supplies	Supplemental	\$102,000
		CELDT	5000-5999: Services And Other Operating Expenditures	Supplemental	\$2,000
3.2	Provide newcomer support	Newcomer instructional materials	4000-4999: Books And Supplies	Supplemental	\$24,000
3.3	Provide program guidance, professional development, instructional coaching, and support for teachers and paraprofessionals serving ELL students	EL Instructional coach (TOSA)	1000-1999: Certificated Personnel Salaries	Supplemental	\$100,000
		EL Instructional coach (TOSA)	1000-1999: Certificated Personnel Salaries	Other	\$100,000
		ELD advisors	1000-1999: Certificated Personnel Salaries	Supplemental	\$103,850

**LCAP Year 1 (2014-15): Actions, Services and Expenditures for All Students**

		Substitutes for task force, meetings, professional development, coaching	1000-1999: Certificated Personnel Salaries	Supplemental	\$59,500
		Site allocation for pd	1000-1999: Certificated Personnel Salaries	Supplemental	\$135,000
		PD consultants	5000-5999: Services And Other Operating Expenditures	Supplemental	\$160,000
		Conferences and workshops	5000-5999: Services And Other Operating Expenditures	Supplemental	\$10,000
3.4	Program operations	Director	1000-1999: Certificated Personnel Salaries	Supplemental	\$71,362
		Staff secretary	2000-2999: Classified Personnel Salaries	Supplemental	\$54,000
		Office supplies	4000-4999: Books And Supplies	Supplemental	\$6,000
		Printing	5000-5999: Services And Other Operating Expenditures	Supplemental	\$2,000
		Account clerk	2000-2999: Classified Personnel Salaries	Supplemental	\$26,250
4.	Increase the number of K-12 student offerings reflecting a broad course of study to ensure students are on-track to graduate from high school college and career ready		Pupil Achievement Course Access Pupil Engagement Implementation of State Standards	All schools	
			Strategic Goal: Pillar 3: Academic Achievement and Enrichment		
4.1	Supplemental materials for elective classes	Supplemental instructional materials	1000-1999: Certificated Personnel Salaries	Supplemental	\$1,000
4.2	College readiness and support	AVID participation fee	5000-5999: Services And Other Operating Expenditures	Supplemental	\$67,140



**LCAP Year 1 (2014-15): Actions, Services and Expenditures for All Students**

4.3	Teen parent support	Childcare supplies	4000-4999: Books And Supplies	Supplemental	\$5,000
4.4	Expand electives	Additional sections to promote broad course of study	1000-1999: Certificated Personnel Salaries	Supplemental	\$120,000
4.5	Support for CTE, VAPA, and broad course of study	Additional K-12 offerings to support CTE, VAPA, and broad course of study	1000-1999: Certificated Personnel Salaries	Supplemental	\$140,000
		VAPA/CTE Coordinator	1000-1999: Certificated Personnel Salaries	Supplemental	\$110,000
		Equipment	4000-4999: Books And Supplies	Supplemental	\$100,000
5.	Expand parent and community engagement to include representation of all students.		Parent Involvement Community Engagement All schools		
			Strategic Goal: Pillar 1 : Community Relations		
5.1	Facilitate effective communications with CUSD families and stakeholders	Enhance online and other communication vehicles to support parent information	5000-5999: Services And Other Operating Expenditures	Base	\$161,000
		Staffing in Public Information/Community relations	2000-2999: Classified Personnel Salaries	Base	\$318,000
		Supplies	4000-4999: Books And Supplies	Base	\$9,000
		Services	5000-5999: Services And Other Operating Expenditures	Base	\$36,000
		Technical support	2000-2999: Classified Personnel Salaries	Base	\$90,000
5.2	Increase representative engagement of parents in district advisory groups	Printing costs	5000-5999: Services And Other Operating Expenditures	Base	\$5,000
6.	Develop a multi-year plan to enhance facilities that are clean, safe, healthy, functional and appropriate to foster academic achievement. Increase the number of student and staff technological devices required to support 21st century learning.		Basic Strategic Goal Pillar 5: Effective Operations All schools		



**LCAP Year 1 (2014-15): Actions, Services and Expenditures for All Students**

6.1	Manage assets/inventory of instructional equipment and materials	Online digital tracking and repository solution	5000-5999: Services And Other Operating Expenditures	Base	\$330,000
		Inventory baseline and maintenance (additional assignment)	2000-2999: Classified Personnel Salaries	Base	\$60,000
6.2	Provide digital tool access to teachers and students	Purchase of digital devices	4000-4999: Books And Supplies	Other	\$4,000,000
6.3	Ensure that facilities are clean, safe and functional.	Deferred Maintenance	5000-5999: Services And Other Operating Expenditures	Base	\$1,500,000
		Routine Maintenance	5000-5999: Services And Other Operating Expenditures	Base	\$10,072,000
		Implement Prop 39 energy grants to increase facility energy efficiency	6000-6999: Capital Outlay	Other	\$2,000,000
6.4	Site allocation for instructional resources	Baseline allocations for supplies/materials	4000-4999: Books And Supplies	Base	\$323,500

### Section 3: Actions, Services, and Expenditures

#### LCAP Year 1 (2014-15): Review of Actions, Services and Expenditures for All Students

Description of Goal <sup>1</sup>	Related State and Local Priorities <sup>2</sup>	Level of Service <sup>3</sup>
1. Students will demonstrate academic growth and proficiencies needed to ensure they leave the TK-12 system ready for college and career.	State Priorities: Basic Pupil Achievement Other Pupil Outcomes Implementation of State Standards  Strategic Goal Pillar 3: • Academic Achievement and Enrichment	All schools
<b>Action and Services</b>  1.1 Ensure effective learning conditions by reducing class size and providing adequate instructional days for students 1.2 Professional Development for teachers and paraprofessionals on state standards and effective instructional practices 1.3 State standards-aligned materials 1.4 Technical support for elementary and secondary	<b>Annual Update: Review of Actions/Services</b>	
2. Provide interventions for academically, behaviorally, and social/emotionally at risk students.	State Priorities: Pupil Achievement Other Pupil Outcomes Pupil Engagement School Climate  Strategic Goals: Pillar 2: Safe and Healthy Schools Strategic Goal Pillar 3: Academic Achievement and Enrichment	All schools
2.1 Intervention classes		
2.2 Supplies and materials		
2.3 Management and oversight of districtwide		

**LCAP Year 1 (2014-15): Review of Actions, Services and Expenditures for All Students**

interventions, site support		
2.4 Professional Development/Training for Certificated and Paraprofessional staff		
3. Increase the number of English Learners who achieve fluency and decrease the number of long-term English Learners.	State Priorities: Pupil Achievement Other Pupil Outcomes  Strategic Goal: Pillar 3: Academic Achievement and Enrichment	All schools
3.1 Increase number of ELLs who reclassify as fully English proficient and therefore decrease the number of LTEL students.		
3.2 Provide newcomer support		
3.3 Provide program guidance, professional development, instructional coaching, and support for teachers and paraprofessionals serving ELL students		
3.4 Program operations		
4. Increase the number of K-12 student offerings reflecting a broad course of study to ensure students are on-track to graduate from high school college and career ready	Pupil Achievement Course Access Pupil Engagement Implementation of State Standards  Strategic Goal: Pillar 3: Academic Achievement and Enrichment	All schools
4.1 Supplemental materials for elective classes		
4.2 College readiness and support		
4.3 Teen parent support		
4.4 Expand electives		
4.5 Support for CTE, VAPA, and broad course of study		
5. Expand parent and community engagement to include representation of all students.	Parent Involvement Community Engagement  Strategic Goal:	All schools

Pillar 1 : Community Relations

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|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>5.1 Facilitate effective communications with CUSD families and stakeholders</li> <li>5.2 Increase representative engagement of parents in district advisory groups</li> </ul>                                                                                                                                                                                                                                                                                                                                                                  |                                                                                   |
| <hr/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                   |
| <ul style="list-style-type: none"> <li>6. Develop a multi-year plan to enhance facilities that are clean, safe, healthy, functional and appropriate to foster academic achievement. Increase the number of student and staff technological devices required to support 21st century learning.</li> <li>6.1 Manage assets/inventory of instructional equipment and materials</li> <li>6.2 Provide digital tool access to teachers and students</li> <li>6.3 Ensure that facilities are clean, safe and functional.</li> <li>6.4 Site allocation for instructional resources</li> </ul> | <p>Basic<br/>Strategic Goal Pillar 5: Effective Operations</p> <p>All schools</p> |

### Section 3: Actions, Services, and Expenditures

<sup>1</sup> Include and identify all goals from Section 2

<sup>2</sup> From Section 2

<sup>3</sup> Indicate if school-wide or LEA-wide

<sup>4</sup> What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?

#### LCAP Year 2 (2015-16): Actions, Services and Expenditures for All Students

Description of Goal <sup>1</sup>		Related State and Local Priorities <sup>2</sup>		Level of Service <sup>3</sup>	
1. Students will demonstrate academic growth and proficiencies needed to ensure they leave the TK-12 system ready for college and career.		State Priorities: Basic Pupil Achievement Other Pupil Outcomes Implementation of State Standards  Strategic Goal Pillar 3: • Academic Achievement and Enrichment		All schools	
Level of Service	Action and Services	Proposed Expenditures	Type	Funding Source	Amount
1.1	Ensure effective learning conditions by reducing class size and providing adequate instructional days for students	Maintain 180 instructional days for students.	1000-1999: Certificated Personnel Salaries	Base	\$2,479,200
		Maintain 180 instructional days for students.	1000-1999: Certificated Personnel Salaries	Supplemental	\$619,800
		Decrease class size per negotiated agreement	1000-1999: Certificated Personnel Salaries	Base	\$3,949,600
		Decrease class size per negotiated agreement	1000-1999: Certificated Personnel Salaries	Supplemental	\$987,400
1.2	Professional Development for teachers and paraprofessionals on state standards and effective instructional practices	TOSAs, coaches	1000-1999: Certificated Personnel Salaries	Supplemental	\$537,107
		Conferences/training	5000-5999: Services And Other Operating Expenditures	Supplemental	\$2,000
		Mileage	5000-5999: Services And Other Operating Expenditures	Supplemental	\$1,000

**LCAP Year 2 (2015-16): Actions, Services and Expenditures for All Students**

		Printing costs	5000-5999: Services And Other Operating Expenditures	Supplemental	\$1,200
		Site allocation for subs for PD release (including observations and coaching	1000-1999: Certificated Personnel Salaries	Other	\$282,510
1.3	State standards-aligned materials.	State standards materials/textbooks	4000-4999: Books And Supplies	Other	\$1,550,000
1.4	Technical support for elementary and secondary	Technical support for elementary and secondary	1000-1999: Certificated Personnel Salaries	Other	\$200,000
		Technical support for elementary and secondary	2000-2999: Classified Personnel Salaries	Other	\$80,000
2.	Provide interventions for academically, behaviorally, and social/emotionally at risk students.		<b>State Priorities:</b> Pupil Achievement Other Pupil Outcomes Pupil Engagement School Climate  <b>Strategic Goals:</b> Pillar 2: Safe and Healthy Schools Strategic Goal Pillar 3: Academic Achievement and Enrichment		All schools
2.1	Intervention classes	Additional classes for secondary sites	1000-1999: Certificated Personnel Salaries	Supplemental	\$121,480
2.2	Supplies and Materials	Assessments	4000-4999: Books And Supplies	Supplemental	\$10,000
2.3	Management and oversight of districtwide interventions, site support	Exec. director and coordinators	1000-1999: Certificated Personnel Salaries	Supplemental	\$370,000
		TOSAs and site coordination stipends	1000-1999: Certificated Personnel Salaries	Supplemental	\$338,800
		Statistician	2000-2999: Classified Personnel Salaries	Supplemental	\$95,000
2.4	Professional Development/Training for Certificated and Paraprofessional staff	Substitutes for certificated and paraprofessional training	1000-1999: Certificated Personnel Salaries	Supplemental	\$20,000

**LCAP Year 2 (2015-16): Actions, Services and Expenditures for All Students**

	Consultant	5000-5999: Services And Other Operating Expenditures	Supplemental	\$5,000
3.	Increase the number of English Learners who achieve fluency and decrease the number of long-term English Learners.	State Priorities: Pupil Achievement Other Pupil Outcomes  Strategic Goal: Pillar 3: Academic Achievement and Enrichment	All schools	
3.1	Increase number of ELLs who reclassify as fully English proficient and therefore decrease the number of LTEL students	Summer CELDT Test Prep	1000-1999: Certificated Personnel Salaries	Supplemental \$12,000
		Testing Technicians	1000-1999: Certificated Personnel Salaries	Supplemental \$167,000
		Secondary ELD sections	1000-1999: Certificated Personnel Salaries	Supplemental \$289,000
		Supplemental instructional materials	4000-4999: Books And Supplies	Supplemental \$102,000
		CELDT	4000-4999: Books And Supplies	Supplemental \$2,000
3.2	Provide newcomer support	Newcomer instructional materials	1000-1999: Certificated Personnel Salaries	Supplemental \$24,000
3.3	Provide program guidance, professional development, instructional coaching, and support for teachers of ELL students	EL Instructional coach (TOSA)	1000-1999: Certificated Personnel Salaries	Supplemental \$100,000
		EL Instructional coach (TOSA)	1000-1999: Certificated Personnel Salaries	Supplemental \$100,000
		ELD advisors	1000-1999: Certificated Personnel Salaries	Supplemental \$103,850
		Substitutes for task force, meetings, professional development, coaching	1000-1999: Certificated Personnel Salaries	Supplemental \$59,500
		Site allocation for pd	1000-1999: Certificated Personnel Salaries	Supplemental \$135,000
		PD consultants	5000-5999: Services And Other Operating Expenditures	Supplemental \$160,000

**LCAP Year 2 (2015-16): Actions, Services and Expenditures for All Students**

	Conferences and workshops	5000-5999: Services And Other Operating Expenditures	Supplemental	\$10,000
3.4	Program operations	Director	1000-1999: Certificated Personnel Salaries	Supplemental \$71,362
	Staff secretary	2000-2999: Classified Personnel Salaries	Supplemental	\$54,000
	Office supplies	4000-4999: Books And Supplies	Supplemental	\$6,000
	Printing	5000-5999: Services And Other Operating Expenditures	Supplemental	\$2,000
	Account clerk	5000-5999: Services And Other Operating Expenditures	Supplemental	\$26,250
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4.	Increase the number of K-12 student offerings reflecting a broad course of study to ensure students are on-track to graduate from high school college and career ready		Pupil Achievement Course Access Pupil Engagement Implementation of State Standards  Strategic Goal: Pillar 3: Academic Achievement and Enrichment	
			All schools	
4.1	Supplemental materials for elective classes	Supplemental instructional materials	1000-1999: Certificated Personnel Salaries	Supplemental \$1,000
4.2	College readiness and support	AVID participation fee	5000-5999: Services And Other Operating Expenditures	Supplemental \$67,140
4.3	Teen parent support	Childcare supplies	4000-4999: Books And Supplies	Supplemental \$5,000
4.4	Expand electives	Additional sections to promote broad course of study	1000-1999: Certificated Personnel Salaries	Supplemental \$120,000
4.5	Support for CTE, VAPA, and broad course of study	Additional K-12 offerings to support CTE, VAPA, and broad course of study	1000-1999: Certificated Personnel Salaries	Supplemental \$140,000



**LCAP Year 2 (2015-16): Actions, Services and Expenditures for All Students**

	VAPA/CTE Coordinator	1000-1999: Certificated Personnel Salaries	Supplemental	\$110,000
	Equipment	4000-4999: Books And Supplies	Supplemental	\$100,000
5.	Expand parent and community engagement to include representation of all students.		Parent Involvement Community Engagement	All schools
		Strategic Goal: Pillar 1 : Community Relations		
5.1	Facilitate effective communications with CUSD families and stakeholders	Enhance online and other communication vehicles to support parent information	5000-5999: Services And Other Operating Expenditures	Base \$161,000
		Staffing in Public Information/Community relations	2000-2999: Classified Personnel Salaries	Base \$370,000
		Supplies	4000-4999: Books And Supplies	Base \$9000
		Services	5000-5999: Services And Other Operating Expenditures	Base \$36,000
		Technical support	2000-2999: Classified Personnel Salaries	Base \$90,000
5.2	Increase representative engagement of parents in district advisory groups	Printing costs	5000-5999: Services And Other Operating Expenditures	Base \$5,000
6.	Develop a multi-year plan to enhance facilities that are clean, safe, healthy, functional and appropriate to foster academic achievement. Increase the number of student and staff technological devices required to support 21st century learning.		Basic Strategic Goal Pillar 5: Effective Operations	All schools
6.1	Manage assets/inventory of instructional equipment and materials	Online digital tracking and repository solution	5000-5999: Services And Other Operating Expenditures	Base \$330,000
		Inventory baseline and maintenance (additional assignment)	2000-2999: Classified Personnel Salaries	Base \$60,000
6.2	Provide digital tool access to teachers and students	Purchase of digital devices	4000-4999: Books And Supplies	Other \$4,000,000

**LCAP Year 2 (2015-16): Actions, Services and Expenditures for All Students**

6.3	Ensure that facilities are safe and healthy	Deferred maintenance	5000-5999: Services And Other Operating Expenditures	Base	\$2,000,000
		Routine maintenance	5000-5999: Services And Other Operating Expenditures	Base	\$10,274,000
		Implement Prop 39 energy grants to increase facility energy efficiency	6000-6999: Capital Outlay	Other	\$2,098,000
6.4	Site allocation for instructional resources	Baseline allocations for supplies/materials	4000-4999: Books And Supplies	Base	\$323,500

### Section 3: Actions, Services, and Expenditures

#### LCAP Year 2 (2015-16): Review of Actions, Services and Expenditures for All Students

Description of Goal <sup>1</sup>	Related State and Local Priorities <sup>2</sup>	Level of Service <sup>3</sup>
1. Students will demonstrate academic growth and proficiencies needed to ensure they leave the TK-12 system ready for college and career.	State Priorities: Basic Pupil Achievement Other Pupil Outcomes Implementation of State Standards  Strategic Goal Pillar 3: • Academic Achievement and Enrichment	All schools
<b>Action and Services</b>  1.1 Ensure effective learning conditions by reducing class size and providing adequate instructional days for students 1.2 Professional Development for teachers and paraprofessionals on state standards and effective instructional practices 1.3 State standards-aligned materials. 1.4 Technical support for elementary and secondary	<b>Annual Update: Review of Actions/Services</b>  2. Provide interventions for academically, behaviorally, and social/emotionally at risk students.  2.1 Intervention classes 2.2 Supplies and Materials 2.3 Management and oversight of districtwide	All schools

LCAP Year 2 (2015-16): Review of Actions, Services and Expenditures for All Students

interventions, site support		
2.4	Professional Development/Training for Certificated and Paraprofessional staff	
3.	Increase the number of English Learners who achieve fluency and decrease the number of long-term English Learners.	<p>State Priorities: Pupil Achievement Other Pupil Outcomes</p> <p>Strategic Goal: Pillar 3: Academic Achievement and Enrichment</p>
3.1	Increase number of ELLs who reclassify as fully English proficient and therefore decrease the number of LTEL students	
3.2	Provide newcomer support	
3.3	Provide program guidance, professional development, instructional coaching, and support for teachers of ELL students	
3.4	Program operations	
4.	Increase the number of K-12 student offerings reflecting a broad course of study to ensure students are on-track to graduate from high school college and career ready	<p>Pupil Achievement Course Access Pupil Engagement Implementation of State Standards</p> <p>Strategic Goal: Pillar 3: Academic Achievement and Enrichment</p>
4.1	Supplemental materials for elective classes	
4.2	College readiness and support	
4.3	Teen parent support	
4.4	Expand electives	
4.5	Support for CTE, VAPA, and broad course of study	
5.	Expand parent and community engagement to include representation of all students.	<p>Parent Involvement Community Engagement</p> <p>Strategic Goal: Pillar 1 : Community Relations</p>

5.1 Facilitate effective communications with CUSD families and stakeholders

5.2 Increase representative engagement of parents in district advisory groups

6. Develop a multi-year plan to enhance facilities that are clean, safe, healthy, functional and appropriate to foster academic achievement. Increase the number of student and staff technological devices required to support 21st century learning.

Basic

Strategic Goal Pillar 5: Effective Operations

All schools

6.1 Manage assets/inventory of instructional equipment and materials

6.2 Provide digital tool access to teachers and students

6.3 Ensure that facilities are safe and healthy

6.4 Site allocation for instructional resources

### Section 3: Actions, Services, and Expenditures

<sup>1</sup> Include and identify all goals from Section 2

<sup>2</sup> From Section 2

<sup>3</sup> Indicate if school-wide or LEA-wide

<sup>4</sup> What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?

#### LCAP Year 3 (2016-17): Actions, Services and Expenditures for All Students

Description of Goal <sup>1</sup>		Related State and Local Priorities <sup>2</sup>		Level of Service <sup>3</sup>	
1. Students will demonstrate academic growth and proficiencies needed to ensure they leave the TK-12 system ready for college and career.		State Priorities: Basic Pupil Achievement Other Pupil Outcomes Implementation of State Standards  Strategic Goal Pillar 3: • Academic Achievement and Enrichment		All schools	
Level of Service	Action and Services	Proposed Expenditures	Type	Funding Source	Amount
1.1	Ensure effective learning conditions by reducing class size and providing adequate instructional days for students	Maintain 180 instructional days for students	1000-1999: Certificated Personnel Salaries	Base	\$2,479,200
		Maintain 180 instructional days for students	1000-1999: Certificated Personnel Salaries	Supplemental	\$619,800
		Decrease class size per negotiated agreement	1000-1999: Certificated Personnel Salaries	Base	\$3,949,600
		Decrease class size per negotiated agreement	1000-1999: Certificated Personnel Salaries	Supplemental	\$987,400
1.2	Professional Development for teachers and paraprofessionals on state standards and effective instructional practices	TOSAs, coaches	1000-1999: Certificated Personnel Salaries	Supplemental	\$537,107
		Conferences/training	5000-5999: Services And Other Operating Expenditures	Supplemental	\$2000
		Mileage	5000-5999: Services And Other Operating Expenditures	Supplemental	\$1,000

**LCAP Year 3 (2016-17): Actions, Services and Expenditures for All Students**

		Printing costs	5000-5999: Services And Other Operating Expenditures	Supplemental	\$1,200
		Site allocation for subs for PD release (including observations and coaching)	1000-1999: Certificated Personnel Salaries	Other	\$282,510
1.3	State standards-aligned materials	State standards materials/textbooks	4000-4999: Books And Supplies	Other	\$1,550,000
1.4	Technical support for elementary and secondary	Technical support for elementary and secondary	1000-1999: Certificated Personnel Salaries	Other	\$200,000
		Technical support for elementary and secondary	2000-2999: Classified Personnel Salaries	Other	\$80,000
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2.	Provide interventions for academically, behaviorally, and social/emotionally at risk students.		State Priorities: Pupil Achievement Other Pupil Outcomes Pupil Engagement School Climate  Strategic Goals: Pillar 2: Safe and Healthy Schools Strategic Goal Pillar 3: Academic Achievement and Enrichment	All schools	
2.1	Intervention classes	Additional sections for secondary sites	1000-1999: Certificated Personnel Salaries	Supplemental	\$121,480
2.2	Supplies and materials	Assessments	4000-4999: Books And Supplies	Supplemental	\$10,000
2.3	Management and oversight of districtwide interventions, site support	Exec. director and coordinators	1000-1999: Certificated Personnel Salaries	Supplemental	\$370,000
		TOSAs and site coordinators	1000-1999: Certificated Personnel Salaries	Supplemental	\$338,800
		Statistician	2000-2999: Classified Personnel Salaries	Supplemental	\$95,000
		Counselors (2 FTE)	1000-1999: Certificated Personnel Salaries	Supplemental	\$220,000

**LCAP Year 3 (2016-17): Actions, Services and Expenditures for All Students**

2.4	Professional Development/Training for Certificated and Paraprofessional staff	Substitutes for certificated and paraprofessional training Consultant	1000-1999: Certificated Personnel Salaries 5000-5999: Services And Other Operating Expenditures	Supplemental Supplemental	\$20,000 \$5,000
3. Increase the number of English Learners who achieve fluency and decrease the number of long-term English Learners.			State Priorities: Pupil Achievement Other Pupil Outcomes  Strategic Goal: Pillar 3: Academic Achievement and Enrichment	All schools	
3.1	Increase number of ELLs who reclassify as fully English proficient and therefore decrease the number of LTEL students	Summer CELDT Test Prep	1000-1999: Certificated Personnel Salaries	Supplemental	\$12,000
Testing Technicians		1000-1999: Certificated Personnel Salaries	Supplemental	\$167,000	
Secondary ELD sections		1000-1999: Certificated Personnel Salaries	Supplemental	\$289,000	
Supplemental instructional materials		4000-4999: Books And Supplies	Supplemental	\$102,000	
CELDT		4000-4999: Books And Supplies	Supplemental	\$2,000	
3.2	Provide newcomer support	Newcomer instructional materials	1000-1999: Certificated Personnel Salaries	Supplemental	\$24,000
3.3	Provide program guidance, professional development, instructional coaching, and support for teachers of ELL students	EL Instructional coach (TOSA)	1000-1999: Certificated Personnel Salaries	Supplemental	\$100,000
		EL Instructional coach (TOSA)	1000-1999: Certificated Personnel Salaries	Other	\$100,000
		ELD advisors	1000-1999: Certificated Personnel Salaries	Supplemental	\$103,850
		Substitutes for task force, meetings, professional development, coaching	1000-1999: Certificated Personnel Salaries	Supplemental	\$59,500
		Site allocation for pd	1000-1999: Certificated Personnel Salaries	Supplemental	\$135,000



**LCAP Year 3 (2016-17): Actions, Services and Expenditures for All Students**

3.4	Program operations	PD Consultants	5000-5999: Services And Other Operating Expenditures	Supplemental	\$160,000
		Conferences and workshops	5000-5999: Services And Other Operating Expenditures	Supplemental	\$10,000
		Director	1000-1999: Certificated Personnel Salaries	Supplemental	\$71,362
		Staff secretary	2000-2999: Classified Personnel Salaries	Supplemental	\$54,000
		Office supplies	4000-4999: Books And Supplies	Supplemental	\$6,000
		Printing	5000-5999: Services And Other Operating Expenditures	Supplemental	\$2,000
		Account clerk	2000-2999: Classified Personnel Salaries	Supplemental	\$26,250
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4.	Increase the number of K-12 student offerings reflecting a broad course of study to ensure students are on-track to graduate from high school college and career ready		Pupil Achievement Course Access Pupil Engagement Implementation of State Standards  Strategic Goal: Pillar 3: Academic Achievement and Enrichment	All schools	
4.1	Supplemental materials for elective classes	Supplemental instructional materials	4000-4999: Books And Supplies	Supplemental	\$1,000
4.2	College readiness and support	AVID participation fee	5000-5999: Services And Other Operating Expenditures	Supplemental	\$67,140
4.3	Teen parent support	Childcare supplies	4000-4999: Books And Supplies	Supplemental	\$5,000
4.4	Expand electives	Additional sections to promote broad course of study	1000-1999: Certificated Personnel Salaries	Supplemental	\$120,000

**LCAP Year 3 (2016-17): Actions, Services and Expenditures for All Students**

4.5	Support for CTE, VAPA, and broad course of study	Additional K-12 offerings to support CTE, VAPA, and broad course of study	1000-1999: Certificated Personnel Salaries	Supplemental	\$140,000
		VAPA/CTE Coordinator	1000-1999: Certificated Personnel Salaries	Supplemental	\$110,000
		Equipment	4000-4999: Books And Supplies	Supplemental	\$100,000
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5.	Expand parent and community engagement to include representation of all students.		Parent Involvement Community Engagement All schools  Strategic Goal: Pillar 1 : Community Relations		
5.1	Facilitate effective communications with CUSD families and stakeholders	Enhance online and other communication vehicles to support parent information	5000-5999: Services And Other Operating Expenditures	Base	\$161,000
		Staffing in Public Information/Community relations	2000-2999: Classified Personnel Salaries	Base	\$378,000
		Supplies	4000-4999: Books And Supplies	Base	\$9000
		Services	5000-5999: Services And Other Operating Expenditures	Base	\$36,000
		Technical support	2000-2999: Classified Personnel Salaries	Base	\$36,000
5.2	Increase representative engagement of parents in district advisory groups	Printing costs	5000-5999: Services And Other Operating Expenditures	Supplemental	\$5,000
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6.	Develop a multi-year plan to enhance facilities that are clean, safe, healthy, functional and appropriate to foster academic achievement. Increase the number of student and staff technological devices required to support 21st century learning.		Basic Strategic Goal Pillar 5: Effective Operations All schools		
6.1	Manage assets/inventory of instructional equipment and materials	Online digital tracking and repository solution	5000-5999: Services And Other Operating Expenditures	Base	\$300,000

**LCAP Year 3 (2016-17): Actions, Services and Expenditures for All Students**

		Inventory baseline and maintenance (additional assignment)	2000-2999: Classified Personnel Salaries	Base	\$60,000
6.2	Provide digital tool access to teachers and students	Purchase of digital devices	4000-4999: Books And Supplies	Other	\$4,000,000
6.3	Ensure that facilities are safe and healthy	Deferred maintenance	5000-5999: Services And Other Operating Expenditures	Base	\$2,000,000
		Routine maintenance	5000-5999: Services And Other Operating Expenditures	Base	\$10,479,000
		Implement Prop 39 energy grants to increase facility energy efficiency	6000-6999: Capital Outlay	Other	\$2,098,000
6.4	Site allocation for instructional resources	Baseline allocations for supplies/materials	4000-4999: Books And Supplies	Base	\$323,500

### Section 3: Actions, Services, and Expenditures

#### LCAP Year 3 (2016-17): Review of Actions, Services and Expenditures for All Students

Description of Goal <sup>1</sup>	Related State and Local Priorities <sup>2</sup>	Level of Service <sup>3</sup>
1. Students will demonstrate academic growth and proficiencies needed to ensure they leave the TK-12 system ready for college and career.	<b>State Priorities:</b> Basic Pupil Achievement Other Pupil Outcomes Implementation of State Standards  <b>Strategic Goal Pillar 3:</b> <ul style="list-style-type: none"> <li>Academic Achievement and Enrichment</li> </ul>	All schools
<b>Action and Services</b>  1.1 Ensure effective learning conditions by reducing class size and providing adequate instructional days for students  1.2 Professional Development for teachers and paraprofessionals on state standards and effective instructional practices  1.3 State standards-aligned materials  1.4 Technical support for elementary and secondary	<b>Annual Update: Review of Actions/Services</b>	
2. Provide interventions for academically, behaviorally, and social/emotionally at risk students.	<b>State Priorities:</b> Pupil Achievement Other Pupil Outcomes Pupil Engagement School Climate  <b>Strategic Goals:</b> Pillar 2: Safe and Healthy Schools Strategic Goal Pillar 3: Academic Achievement and Enrichment	All schools
2.1 Intervention classes 2.2 Supplies and materials 2.3 Management and oversight of districtwide		

LCAP Year 3 (2016-17): Review of Actions, Services and Expenditures for All Students

interventions, site support

2.4 Professional Development/Training for  
Certificated and Paraprofessional staff

3. Increase the number of English Learners who achieve fluency and decrease the number of long-term English Learners.

State Priorities:  
Pupil Achievement  
Other Pupil Outcomes

All schools

Strategic Goal:  
Pillar 3: Academic Achievement and  
Enrichment

- 3.1 Increase number of ELLs who reclassify as fully English proficient and therefore decrease the number of LTEL students
- 3.2 Provide newcomer support
- 3.3 Provide program guidance, professional development, instructional coaching, and support for teachers of ELL students
- 3.4 Program operations

4. Increase the number of K-12 student offerings reflecting a broad course of study to ensure students are on-track to graduate from high school college and career ready

Pupil Achievement  
Course Access  
Pupil Engagement  
Implementation of State Standards

All schools

Strategic Goal:  
Pillar 3: Academic Achievement and  
Enrichment

- 4.1 Supplemental materials for elective classes
- 4.2 College readiness and support
- 4.3 Teen parent support
- 4.4 Expand electives
- 4.5 Support for CTE, VAPA, and broad course of study

5. Expand parent and community engagement to include representation of all students.

Parent Involvement Community Engagement All schools

Strategic Goal:  
Pillar 1 : Community Relations

- 5.1 Facilitate effective communications with CUSD families and stakeholders
  - 5.2 Increase representative engagement of parents in district advisory groups
- 
- 6. Develop a multi-year plan to enhance facilities that are clean, safe, healthy, functional and appropriate to foster academic achievement. Increase the number of student and staff technological devices required to support 21st century learning.
    - 6.1 Manage assets/inventory of instructional equipment and materials
    - 6.2 Provide digital tool access to teachers and students
    - 6.3 Ensure that facilities are safe and healthy
    - 6.4 Site allocation for instructional resources

Basic  
Strategic Goal Pillar 5: Effective Operations

All schools

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### Section 3: Actions, Services, and Expenditures

#### B. Actions, Services and Expenditures for Low-Income, English Learner, RFEP, and/or Foster Youth Pupils

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

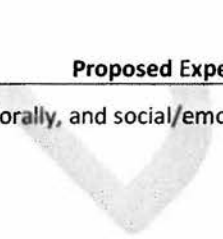
<sup>1</sup> Include and identify all goals from Section 2

<sup>2</sup> From Section 2

<sup>3</sup> Indicate if school-wide or LEA-wide

<sup>4</sup> What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?

#### LCAP Year 1 (2014-15): Actions, Services and Expenditures for Low-Income, English Learner, RFEP, and/or Foster Youth Pupils

Description of Goal <sup>1</sup>	Related State and Local Priorities <sup>2</sup>	Level of Service <sup>3</sup>		
1. Students will demonstrate academic growth and proficiencies needed to ensure they leave the TK-12 system ready for college and career.	State Priorities: Basic Pupil Achievement Other Pupil Outcomes Implementation of State Standards  Strategic Goal Pillar 3: • Academic Achievement and Enrichment	All schools		
				
Level of Service Action and Services	Proposed Expenditures	Type	Funding Source	Amount
2. Provide interventions for academically, behaviorally, and social/emotionally at risk students.		State Priorities: Pupil Achievement Other Pupil Outcomes Pupil Engagement School Climate  Strategic Goals: Pillar 2: Safe and Healthy Schools Strategic Goal Pillar 3: Academic Achievement and Enrichment	All schools	

**LCAP Year 1 (2014-15): Actions, Services and Expenditures for Low-Income, English Learner, RFEP, and/or Foster Youth Pupils**

2.1	Provide interventions and support for non-proficient ELLs	Site allocations	1000-1999: Certificated Personnel Salaries	Supplemental	\$135,000
		Online leveled intervention in ELA and math	5000-5999: Services And Other Operating Expenditures	Supplemental	\$280,000
		Technical support for online programs	2000-2999: Classified Personnel Salaries	Other	\$7,000
2.2	Foster program needs assessment	Data collection and analysis	4000-4999: Books And Supplies	Supplemental	\$1,000
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3.	Increase the number of English Learners who achieve fluency and decrease the number of long-term English Learners.		State Priorities: Pupil Achievement Other Pupil Outcomes	All schools	
			Strategic Goal: Pillar 3: Academic Achievement and Enrichment		
3.1	Increase the number of ELLs who reclassify as fully English proficient.	See Part A: Goals 3 and LEA Plan for detailed plan of support			
3.2	Decrease the number of LTEL students.	See Part A: Goals 3 and LEA Plan for detailed plan of support			
3.3	Provide newcomer support	See Part A: Goals 3 and LEA Plan for detailed plan of support			
3.4	Provide program guidance, professional development, instructional coaching, and support for teachers and paraprofessionals serving ELL students	See Part A: Goals 3 and LEA Plan for detailed plan of support			
3.5	Program operations	See Part A: Goals 3 and LEA Plan for detailed plan of support			
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4.	Increase the number of K-12 student offerings reflecting a broad course of study to ensure students are on-track to graduate from high school college and career ready		Pupil Achievement Course Access Pupil Engagement Implementation of State Standards	All schools	



**LCAP Year 1 (2014-15): Actions, Services and Expenditures for Low-Income, English Learner, RFEP, and/or Foster Youth Pupils**

Strategic Goal:  
Pillar 3: Academic Achievement and  
Enrichment

5. Expand parent and community engagement to include representation of all students.

Parent Involvement Community Engagement All schools

Strategic Goal:  
Pillar 1 : Community Relations

5.1	Ensure translation of school documents for schools with 15% or more ELLs	Contracted translation services	5000-5999: Services And Other Operating Expenditures	Supplemental	\$4,000
		Translators	2000-2999: Classified Personnel Salaries	Supplemental	\$188,000
5.2	Facilitate communication, parent education, and engagement of parents of ELLs.	Bilingual community liaisons	2000-2999: Classified Personnel Salaries	Supplemental	\$1,277,044
		Parent education programs such as PIQE	5000-5999: Services And Other Operating Expenditures	Supplemental	\$30,000
		DELAC childcare	2000-2999: Classified Personnel Salaries	Supplemental	\$2,000
		Supplies and materials	4000-4999: Books And Supplies	Supplemental	\$1,000

6. Develop a multi-year plan to enhance facilities that are clean, safe, healthy, functional and appropriate to foster academic achievement. Increase the number of student and staff technological devices required to support 21st century learning.

Basic  
Strategic Goal Pillar 5: Effective Operations

All schools

### Section 3: Actions, Services, and Expenditures

#### LCAP Year 1 (2014-15): Review of Actions, Services and Expenditures for Low-Income, English Learner, RFEP, and/or Foster Youth Pupils

Description of Goal <sup>1</sup>	Related State and Local Priorities <sup>2</sup>	Level of Service <sup>3</sup>
1. Students will demonstrate academic growth and proficiencies needed to ensure they leave the TK-12 system ready for college and career.	State Priorities: Basic Pupil Achievement Other Pupil Outcomes Implementation of State Standards  Strategic Goal Pillar 3: • Academic Achievement and Enrichment	All schools

#### Action and Services

#### Annual Update: Review of Actions/Services

2. Provide interventions for academically, behaviorally, and social/emotionally at risk students.	State Priorities: Pupil Achievement Other Pupil Outcomes Pupil Engagement School Climate  Strategic Goals: Pillar 2: Safe and Healthy Schools Strategic Goal Pillar 3: Academic Achievement and Enrichment	All schools
2.1 Provide interventions and support for non-proficient ELLs		
2.2 Foster program needs assessment		
3. Increase the number of English Learners who achieve fluency and decrease the number of long-term English Learners.	State Priorities: Pupil Achievement Other Pupil Outcomes  Strategic Goal: Pillar 3: Academic Achievement and Enrichment	All schools
3.1 Increase the number of ELLs who reclassify		

**LCAP Year 1 (2014-15): Review of Actions, Services and Expenditures for Low-Income, English Learner, RFEP, and/or Foster Youth Pupils**

as fully English proficient.		
3.2	Decrease the number of LTEL students.	
3.3	Provide newcomer support	
3.4	Provide program guidance, professional development, instructional coaching, and support for teachers and paraprofessionals serving ELL students	
3.5	Program operations	
4.	Increase the number of K-12 student offerings reflecting a broad course of study to ensure students are on-track to graduate from high school college and career ready	<p>Pupil Achievement Course Access Pupil Engagement Implementation of State Standards</p> <p>Strategic Goal: Pillar 3: Academic Achievement and Enrichment</p> <p>All schools</p>
5.	Expand parent and community engagement to include representation of all students.	<p>Parent Involvement Community Engagement All schools</p> <p>Strategic Goal: Pillar 1 : Community Relations</p>
5.1	Ensure translation of school documents for schools with 15% or more ELLs	
5.2	Facilitate communication, parent education, and engagement of parents of ELLs.	
6.	Develop a multi-year plan to enhance facilities that are clean, safe, healthy, functional and appropriate to foster academic achievement. Increase the number of student and staff technological devices required to support 21st century learning.	<p>Basic Strategic Goal Pillar 5: Effective Operations</p> <p>All schools</p>

### Section 3: Actions, Services, and Expenditures

<sup>1</sup> Include and identify all goals from Section 2

<sup>2</sup> From Section 2

<sup>3</sup> Indicate if school-wide or LEA-wide

<sup>4</sup> What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?

#### LCAP Year 2 (2015-16): Actions, Services and Expenditures for Low-Income, English Learner, RFEP, and/or Foster Youth Pupils

Description of Goal <sup>1</sup>		Related State and Local Priorities <sup>2</sup>		Level of Service <sup>3</sup>	
1. Students will demonstrate academic growth and proficiencies needed to ensure they leave the TK-12 system ready for college and career.		State Priorities: Basic Pupil Achievement Other Pupil Outcomes Implementation of State Standards  Strategic Goal Pillar 3: • Academic Achievement and Enrichment		All schools	
Level of Service	Action and Services	Proposed Expenditures	Type	Funding Source	Amount
	2. Provide interventions for academically, behaviorally, and social/emotionally at risk students.		State Priorities: Pupil Achievement Other Pupil Outcomes Pupil Engagement School Climate  Strategic Goals: Pillar 2: Safe and Healthy Schools Strategic Goal Pillar 3: Academic Achievement and Enrichment	All schools	
2.1	Provide interventions and support for non-proficient ELLS	Site allocations	1000-1999: Certificated Personnel Salaries	Supplemental	\$135,000
		Online leveled intervention in ELA and math	5000-5999: Services And Other Operating Expenditures	Supplemental	\$280,000

**LCAP Year 2 (2015-16): Actions, Services and Expenditures for Low-Income, English Learner, RFEP, and/or Foster Youth Pupils**

		Technical support for online programs	2000-2999: Classified Personnel Salaries	Supplemental	\$7,000
2.2	Foster program needs assessment	Data collection and analysis	4000-4999: Books And Supplies	Supplemental	\$1,000
3. Increase the number of English Learners who achieve fluency and decrease the number of long-term English Learners.			State <b>Priorities:</b> Pupil Achievement <b>Other</b> Pupil Outcomes	All schools	
			Strategic Goal: Pillar 3: Academic Achievement and Enrichment		
3.1	Increase the number of ELLs who reclassify as fully English proficient.	See Part A: Goals 3 and LEA Plan for detailed plan of support			
3.2	Decrease the number of LTEL students.	See Part A: Goals 3 and LEA Plan for detailed plan of support			
3.3	Provide newcomer support	See Part A: Goals 3 and LEA Plan for detailed plan of support			
3.4	Provide program guidance, professional development, instructional coaching, and support for teachers and paraprofessionals serving ELL students	See Part A: Goals 3 and LEA Plan for detailed plan of support			
3.5	Program operations	See Part A: Goals 3 and LEA Plan for detailed plan of support			
4. Increase the number of K-12 student offerings reflecting a broad course of study to ensure students are on-track to graduate from high school college and career ready			Pupil Achievement Course Access Pupil Engagement Implementation of State Standards	All schools	
			Strategic Goal: Pillar 3: Academic Achievement and Enrichment		

**LCAP Year 2 (2015-16): Actions, Services and Expenditures for Low-Income, English Learner, RFEP, and/or Foster Youth Pupils**

5.	Expand parent and community engagement to include representation of all students.		Parent Involvement Community Engagement		All schools
			Strategic Goal: Pillar 1 : Community Relations		
5.1	Ensure translation of school documents for schools with 15% or more ELLs	Contracted translation services	5000-5999: Services And Other Operating Expenditures	Supplemental	\$4,000
		Translators	2000-2999: Classified Personnel Salaries	Supplemental	\$188,000
5.2	Facilitate communication, parent education, and engagement of parents of ELLs.	Bilingual community liaisons	2000-2999: Classified Personnel Salaries	Supplemental	\$1,277,044
		Parent education programs such as PIQE	5000-5999: Services And Other Operating Expenditures	Supplemental	\$30,000
		DELAC childcare	2000-2999: Classified Personnel Salaries	Supplemental	\$2,000
		Supplies and materials	4000-4999: Books And Supplies	Supplemental	\$1,000
6.	Develop a multi-year plan to enhance facilities that are clean, safe, healthy, functional and appropriate to foster academic achievement. Increase the number of student and staff technological devices required to support 21st century learning.		Basic Strategic Goal Pillar 5: Effective Operations		All schools

### Section 3: Actions, Services, and Expenditures

#### LCAP Year 2 (2015-16): Review of Actions, Services and Expenditures for Low-Income, English Learner, RFEP, and/or Foster Youth Pupils

Description of Goal <sup>1</sup>	Related State and Local Priorities <sup>2</sup>	Level of Service <sup>3</sup>
1. Students will demonstrate academic growth and proficiencies needed to ensure they leave the TK-12 system ready for college and career.	State Priorities: Basic Pupil Achievement Other Pupil Outcomes Implementation of State Standards  Strategic Goal Pillar 3: • Academic Achievement and Enrichment	All schools
<b>Action and Services</b>	<b>Annual Update: Review of Actions/Services</b>	
2. Provide interventions for academically, behaviorally, and social/emotionally at risk students.	State Priorities: Pupil Achievement Other Pupil Outcomes Pupil Engagement School Climate  Strategic Goals: Pillar 2: Safe and Healthy Schools Strategic Goal Pillar 3: Academic Achievement and Enrichment	All schools
2.1 Provide interventions and support for non-proficient ELLS		
2.2 Foster program needs assessment		
3. Increase the number of English Learners who achieve fluency and decrease the number of long-term English Learners.	State Priorities: Pupil Achievement Other Pupil Outcomes  Strategic Goal: Pillar 3: Academic Achievement and Enrichment	All schools
3.1 Increase the number of ELLs who reclassify		

**LCAP Year 2 (2015-16): Review of Actions, Services and Expenditures for Low-Income, English Learner, RFEP, and/or Foster Youth Pupils**

as fully English proficient.		
3.2	Decrease the number of LTEL students.	
3.3	Provide newcomer support	
3.4	Provide program guidance, professional development, instructional coaching, and support for teachers and paraprofessionals serving ELL students	
3.5	Program operations	
4.	Increase the number of K-12 student offerings reflecting a broad course of study to ensure students are on-track to graduate from high school college and career ready	<p>Pupil Achievement Course Access Pupil Engagement Implementation of State Standards</p> <p>Strategic Goal: Pillar 3: Academic Achievement and Enrichment</p> <p>All schools</p>
5.	Expand parent and community engagement to include representation of all students.	<p>Parent Involvement Community Engagement All schools</p> <p>Strategic Goal: Pillar 1 : Community Relations</p>
5.1	Ensure translation of school documents for schools with 15% or more ELLs	
5.2	Facilitate communication, parent education, and engagement of parents of ELLs.	
6.	Develop a multi-year plan to enhance facilities that are clean, safe, healthy, functional and appropriate to foster academic achievement. Increase the number of student and staff technological devices required to support 21st century learning.	<p>Basic Strategic Goal Pillar 5: Effective Operations</p> <p>All schools</p>



### Section 3: Actions, Services, and Expenditures

<sup>1</sup> Include and identify all goals from Section 2

<sup>2</sup> From Section 2

<sup>3</sup> Indicate if school-wide or LEA-wide

<sup>4</sup> What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?

#### LCAP Year 3 (2016-17): Actions, Services and Expenditures for Low-Income, English Learner, RFEP, and/or Foster Youth Pupils

Description of Goal <sup>1</sup>	Related State and Local Priorities <sup>2</sup>		Level of Service <sup>3</sup>	
1. Students will demonstrate academic growth and proficiencies needed to ensure they leave the TK-12 system ready for college and career.	State Priorities: Basic Pupil Achievement Other Pupil Outcomes Implementation of State Standards  Strategic Goal Pillar 3: • Academic Achievement and Enrichment		All schools	
Level of Service Action and Services	Proposed Expenditures	Type	Funding Source	Amount
2. Provide interventions for academically, behaviorally, and social/emotionally at risk students.		State Priorities: Pupil Achievement Other Pupil Outcomes Pupil Engagement School Climate  Strategic Goals: Pillar 2: Safe and Healthy Schools Strategic Goal Pillar 3: Academic Achievement and Enrichment	All schools	
2.1 Provide interventions and support for non-proficient ELLs	Site allocations	1000-1999: Certificated Personnel Salaries	Supplemental	\$135,000
	Online leveled intervention in ELA and math	5000-5999: Services And Other Operating Expenditures	Supplemental	\$280,000

**LCAP Year 3 (2016-17): Actions, Services and Expenditures for Low-Income, English Learner, RFEP, and/or Foster Youth Pupils**

		Technical support for online programs	2000-2999: Classified Personnel Salaries	Supplemental	\$7,000
2.2	Foster program needs assessment	Data collection and analysis	4000-4999: Books And Supplies	Supplemental	\$1,000
3.	Increase the number of English Learners who achieve fluency and decrease the number of long-term English Learners.		State Priorities: Pupil Achievement Other Pupil Outcomes  Strategic Goal: Pillar 3: Academic Achievement and Enrichment	All schools	
3.1	Increase the number of ELLs who reclassify as fully English proficient.	See Part A: Goals 3 and LEA Plan for detailed plan of support			
3.2	Decrease the number of LTEL students	See Part A: Goals 3 and LEA Plan for detailed plan of support			
3.3	Provide newcomer support	See Part A: Goals 3 and LEA Plan for detailed plan of support			
3.4	Provide program guidance, professional development, instructional coaching, and support for teachers and paraprofessionals serving ELL students	See Part A: Goals 3 and LEA Plan for detailed plan of support			
3.5	Program operations	See Part A: Goals 3 and LEA Plan for detailed plan of support			
4.	Increase the number of K-12 student offerings reflecting a broad course of study to ensure students are on-track to graduate from high school college and career ready		Pupil Achievement Course Access Pupil Engagement Implementation of State Standards  Strategic Goal:	All schools	

**LCAP Year 3 (2016-17): Actions, Services and Expenditures for Low-Income, English Learner, RFEP, and/or Foster Youth Pupils**

Pillar 3: Academic Achievement and Enrichment

5. Expand parent and community engagement to include representation of all students.

Parent Involvement Community Engagement All schools

Strategic Goal:  
Pillar 1: Community Relations

5.1	Ensure translation of school documents for schools with 15% or more ELLs	Contracted translation services	5000-5999: Services And Other Operating Expenditures	Supplemental	\$4,000
		Translators	2000-2999: Classified Personnel Salaries	Supplemental	\$188,000
5.2	Facilitate communication, parent education, and engagement of parents of ELLs.	Bilingual community liaisons	2000-2999: Classified Personnel Salaries	Supplemental	\$1,277,044
		Parent education programs such as PIQE	5000-5999: Services And Other Operating Expenditures	Supplemental	\$30,000
		DELAC childcare	2000-2999: Classified Personnel Salaries	Supplemental	\$2,000
		Supplies and materials	4000-4999: Books And Supplies	Supplemental	\$1,000

6. Develop a multi-year plan to enhance facilities that are clean, safe, healthy, functional and appropriate to foster academic achievement. Increase the number of student and staff technological devices required to support 21st century learning.

Basic All schools  
Strategic Goal Pillar 5: Effective Operations

### Section 3: Actions, Services, and Expenditures

#### LCAP Year 3 (2016-17): Review of Actions, Services and Expenditures for Low-Income, English Learner, RFEP, and/or Foster Youth Pupils

Description of Goal <sup>1</sup>	Related State and Local Priorities <sup>2</sup>	Level of Service <sup>3</sup>
1. Students will demonstrate academic growth and proficiencies needed to ensure they leave the TK-12 system ready for college and career.	State Priorities: Basic Pupil Achievement Other Pupil Outcomes Implementation of State Standards  Strategic Goal Pillar 3: • Academic Achievement and Enrichment	All schools
<b>Action and Services</b>	<b>Annual Update: Review of Actions/Services</b>	
2. Provide interventions for academically, behaviorally, and social/emotionally at risk students.	State Priorities: Pupil Achievement Other Pupil Outcomes Pupil Engagement School Climate  Strategic Goals: Pillar 2: Safe and Healthy Schools Strategic Goal Pillar 3: Academic Achievement and Enrichment	All schools
2.1 Provide interventions and support for non-proficient ELLs		
2.2 Foster program needs assessment		
3. Increase the number of English Learners who achieve fluency and decrease the number of long-term English Learners.	State Priorities: Pupil Achievement Other Pupil Outcomes  Strategic Goal: Pillar 3: Academic Achievement and Enrichment	All schools
3.1 Increase the number of ELLs who reclassify		

**LCAP Year 3 (2016-17): Review of Actions, Services and Expenditures for Low-Income, English Learner, RFEP, and/or Foster Youth Pupils**

as fully English proficient.		
3.2	Decrease the number of LTEL students	
3.3	Provide newcomer support	
3.4	Provide program guidance, professional development, instructional coaching, and support for teachers and paraprofessionals serving ELL students	
3.5	Program operations	
4.	Increase the number of K-12 student offerings reflecting a broad course of study to ensure students are on-track to graduate from high school college and career ready	<p>Pupil Achievement Course Access Pupil Engagement Implementation of State Standards</p> <p>Strategic Goal: Pillar 3: Academic Achievement and Enrichment</p> <p>All schools</p>
5.	Expand parent and community engagement to include representation of all students.	<p>Parent Involvement Community Engagement All schools</p> <p>Strategic Goal: Pillar 1 : Community Relations</p>
5.1	Ensure translation of school documents for schools with 15% or more ELLs	
5.2	Facilitate communication, parent education, and engagement of parents of ELLs.	
6.	Develop a multi-year plan to enhance facilities that are clean, safe, healthy, functional and appropriate to foster academic achievement. Increase the number of student and staff technological devices required to support 21st century learning.	<p>Basic Strategic Goal Pillar 5: Effective Operations</p> <p>All schools</p>

### Section 3: Actions, Services, and Expenditures

#### C. Description/Justification of LCFF Expenditures

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

Capistrano Unified School District has budgeted \$3,578,787 of the \$6,893,933 LCFF Supplemental funds to address the priorities for all students through:

- Providing 180 days of instruction for students: Impacts all students, including unduplicated. (Goal 1)
- Decreasing class size for students: Impacts all students, including unduplicated. (Goal 1)
- Professional development for all teachers and paraprofessionals: Emphasis on providing high quality instruction, including Tier 1 interventions for all students, including unduplicated students. (Goal 1)
- Student access to interventions (academic, behavioral, and social): Through a multi-tiered system of support, all students, including unduplicated students will benefit from academic supports, and related interventions. (Goal 2)
- Preparation for College and Career through successful completion of a broad course of study: All students, including unduplicated, will benefit from a systematic process focused on meeting graduation requirements, entry requirements for college, and a broad course of study, including CTE and VAPA. (Goal 4)
- Enhanced parent communications and opportunities for engagement in school and district training, workshops, and activities: All parents will benefit from enhancements, including parents of unduplicated students. (Goal 5)

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

Total Expenditures by Funding Source				
Funding Source	Year 1	Year 2	Year 3	Total
All Funding Sources	35,696,743.00	35,298,743.00	35,647,743.00	106,643,229.00
Base	19,333,300.00	20,087,300.00	20,211,300.00	59,631,900.00
Other	9,469,510.00	8,210,510.00	8,310,510.00	25,990,530.00
Supplemental	6,893,933.00	7,000,933.00	7,125,933.00	21,020,799.00

Total Expenditures by Object Type				
Object Type	Year 1	Year 2	Year 3	Total
All Expenditure Types	35,696,743.00	35,298,743.00	35,647,743.00	106,643,229.00
1000-1999: Certificated Personnel Salaries	11,449,609.00	11,473,609.00	11,692,609.00	34,615,827.00
2000-2999: Classified Personnel Salaries	2,197,294.00	2,223,044.00	2,203,294.00	6,623,632.00
4000-4999: Books And Supplies	7,381,500.00	6,109,500.00	6,110,500.00	19,601,500.00
5000-5999: Services And Other Operating Expenditures	12,668,340.00	13,394,590.00	13,543,340.00	39,606,270.00
6000-6999: Capital Outlay	2,000,000.00	2,098,000.00	2,098,000.00	6,196,000.00

Total Expenditures by Object Type and Funding Source					
Object Type	Funding Source	Year 1	Year 2	Year 3	Total
All Expenditure Types	All Funding Sources	35,696,743.00	35,298,743.00	35,647,743.00	106,643,229.00

Total Expenditures by Object Type and Funding Source					
Object Type	Funding Source	Year 1	Year 2	Year 3	Total
1000-1999: Certificated Personnel Salaries	Base	6,428,800.00	6,428,800.00	6,428,800.00	19,286,400.00
1000-1999: Certificated Personnel Salaries	Other	582,510.00	482,510.00	582,510.00	1,647,530.00
1000-1999: Certificated Personnel Salaries	Supplemental	4,438,299.00	4,562,299.00	4,681,299.00	13,681,897.00
2000-2999: Classified Personnel Salaries	Base	468,000.00	520,000.00	474,000.00	1,462,000.00
2000-2999: Classified Personnel Salaries	Other	87,000.00	80,000.00	80,000.00	247,000.00
2000-2999: Classified Personnel Salaries	Supplemental	1,642,294.00	1,623,044.00	1,649,294.00	4,914,632.00
4000-4999: Books And Supplies	Base	332,500.00	332,500.00	332,500.00	997,500.00
4000-4999: Books And Supplies	Other	6,800,000.00	5,550,000.00	5,550,000.00	17,900,000.00
4000-4999: Books And Supplies	Supplemental	249,000.00	227,000.00	228,000.00	704,000.00
5000-5999: Services And Other Operating Expenditures	Base	12,104,000.00	12,806,000.00	12,976,000.00	37,886,000.00
5000-5999: Services And Other Operating Expenditures	Supplemental	564,340.00	588,590.00	567,340.00	1,720,270.00
6000-6999: Capital Outlay	Other	2,000,000.00	2,098,000.00	2,098,000.00	6,196,000.00

### Section 3: Actions, Services, and Expenditures

#### **D. Description of Increased Services for Low-Income, English Learner, RFEP, and/or Foster Youth Pupils**

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

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Capistrano Unified School District has developed a plan to utilize LCFF Supplemental Funds specifically to meet the needs of English Learners, Low Income and Foster Youth Students by allocating \$3,315,146 for a variety of programs and services. The funds will be used to meet goals through targeted services for unduplicated pupils identified as English Learners, low income, or foster youth by:

- Professional development on strategies to support English Learners, including specific training on the English Language Development (ELD) Standards. (Goal 3)
- Targeted intervention programs designed to support unduplicated students' achievement in literacy and math with specific consideration to language and other needs. (Goals 1, 2, and 3)
- Increased support in assessment. (Goal 3)
- Increased support to ELL newcomer students. (Goal 3)
- Targeted actions to impact the number of students considered long-term English Learners. (Goal 3)
- Support to families of unduplicated students, including parent education, enhanced communications through community liaisons, increased translation services, and facilitation of engagement in school and district activities. (Goal 5)





CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California  
May 28, 2014

**RESOLUTION NO. 1314-50, NON-REELECTION OF  
TEMPORARY CERTIFICATED EMPLOYEES**

---

**A. General Recitals**

*WHEREAS*, the Board of Trustees employs temporary certificated employees pursuant to §44909, §44918, and §44920 of the Education Code; and

*WHEREAS*, Education Code §44916 requires a temporary certificated employee to receive notice, prior to the first day of paid service, of the temporary nature of the employment and the anticipated length of service; and

*WHEREAS*, each employee classified as a temporary certificated employee pursuant to §44909, §44918, and §44920 of the Education Code received notice, prior to their first day of paid service, of the temporary nature of the employment and anticipated length of their service; and

*WHEREAS*, Education Code §44954 provides that the Board of Trustees shall notify temporary employees in a position requiring certification qualification of the District's decision to release the employees from such a position prior to the next succeeding school year; and

*WHEREAS*, through this resolution, it is the intent of the Board of Trustees to release each temporary certificated employee employed for the 2013-2014 school year effective no later than the last school day of the school year.

**B. Employment of Temporary Employees as Leave Replacements Pursuant to Education Code §44920**

*WHEREAS*, Education Code §44920 permits the Board of Trustees to "employ as a teacher any person holding appropriate certification documents, and may classify such person as a temporary employee" "based upon the need for additional certificated employees during a particular semester or year because a certificated employee has been granted leave for a semester or year, or is experiencing long-term illness"; and

*WHEREAS*, the Board of Trustees employed the following certificated employees under temporary contracts pursuant to Education Code §44920 during the 2013-2014 school year:

20409	25135	16487	30801	30777	23214
28373	29658	29083	17318	28387	30774
28389	29935	26764	22780	28196	31092
30776	29919	23986	28826	25133	25096
30612	30023	29908	29884	21504	30219
28784	30738	29832	29943	29330	30646
20411	20087	27691	26831	23950	30709
24952	30746	21676	29096	29927	30611
21675	21672	27836	28509	20575	26552
29165	19835	17695	28376	14398	24273
21819	28734	30281	30778	29900	16013
24947	28405	18152	18002	30734	30151
19673	29333	26777	30727	30613	29114
21337	30580	30629	24949	30829	20732
22553	20293	12362	12373	30635	30887
19411	17546	26889	27327	31083	20742
23095	20587	15425	30630	19718	29147
29936	29904	30999	23861	22224	22579
30514	28372	25129	30760	20557	30737
22801	10319	29076	26688	20581	29240
30741	20573	25810	21542	20255	30662

*WHEREAS*, the above-listed employees may be released pursuant to Education Code §44918 and §44954 regardless of any expiration of a contract or a specially funded project; and

*WHEREAS*, the Board of Trustees of the Capistrano Unified School District has determined to release the above-listed employees at the conclusion of the current 2013-2014 school year.

**C. Employment of Temporary Employees in Categorically Funded Programs Pursuant to Education Code §44909**

*WHEREAS*, Education Code §44909 permits the Board of Trustees to “employ persons possessing an appropriate credential as certificated employees in programs and projects to perform services conducted under contract with public or private agencies, or categorically funded projects which are not required by federal or state statutes”; and

*WHEREAS*, Education Code §44909 provides, “Such persons may be employed for periods which are less than a full school year and may be terminated at the expiration of the contract or specially funded project without regard to other requirements of this code respecting the termination of probationary or permanent employees other than §44918”; and

*WHEREAS*, the Board of Trustees employed the following certificated employees under temporary contracts in categorically funded positions pursuant to Education Code §44909 during the 2013-2014 school year:

30727	CF Title III LEP (4203) (.2)	28784	CF Music (1102)
30741	CF Music (1102)	28734	CF Title I (3010)
16487	CF Title I (3010), CF Title III (4203)	27836	CF Music (1102)
30281	CF Title I (3010)	25129	CF Title I (3010)
30630	CF Gift (400)	30829	CF EIA (7091)
30611	CF Gift (400) & CF Title ( (3010)	29114	CF Title I (3010)
30776	CF Gift (400) & CF Music (1102)	20087	CF Gift (400)
20255	CF Title I (3010)		

*WHEREAS*, Education Code §44909 requires the “terms and conditions under which such persons are employed shall be mutually agreed upon by the employee and the Board of Education and such agreement shall be reduced in writing”; and

*WHEREAS*, each of the above-listed individuals was employed pursuant to a mutually agreed-upon contract between the employee and the Board of Trustees and for the term of the contract or project; and

*WHEREAS*, the employees were hired to perform services conducted under contract with public or private agencies or categorically funded projects which are not required by federal or state statutes; and

*WHEREAS*, the term for each specifically fund project or contract has expired, or will expire by the termination date of each employee’s contract; and

*WHEREAS*, all categorical funds used to justify the above-listed employees’ classification as temporary under Education Code §44909 will be expended and therefore will expire at the end of the 2013-2014 school year; and

*WHEREAS*, no categorical funding used to justify the above-listed employees’ classification as temporary under Education Code §44909 has a duration beyond the 2013-2014 school year; and

*WHEREAS*, accordingly, each of the above-listed employees designated as temporary by the District under Education Code §44909 may be released at the end of the 2013-2014 school year without the procedural requirements applicable to probationary and permanent employees; and

*WHEREAS*, the Board of Trustees has determined to release the above-listed employees, whether their lawful status is considered to be temporary or probationary, at the end of the current 2013-2014 school year, consistent with the terms of Education Code §44909, and §44954.

**D. Employment of Temporary Employees to Replace Regular Employees Assigned to Categorically Funded Programs Pursuant to Education Code §44909**

*WHEREAS*, Education Code §44909 further provides, “Whenever any certificated employee in the regular educational program is assigned to a categorically funded project not required by federal or state statute and the district employs an additional credentialed person to replace that certificated employee, the replacement certificated employee shall be subject to the provisions of §44918”; and

*WHEREAS*, the lawful status of certificated employees employed pursuant to this provision of Education Code §44909 is temporary; and

*WHEREAS*, the Board of Trustees employed the following certificated employees under temporary contracts to replace regular employees assigned to categorically funded projects or programs pursuant to Education Code §44909 during the 2013-2014 school year:

30727 (.8)	25135
25096	30612
30514	30023
30580	29904
10319	28932
29884	28509
27327	30760
25133	23950
29927	29900
30613	30151
29147	30662

*WHEREAS*, the Board of Trustees of the Capistrano Unified School District has determined to release each of the above-listed employees at the end of the current 2013-2014 school year.

*NOW THEREFORE BE IT RESOLVED* that the above recitals are true and correct; and

*BE IT FURTHER RESOLVED* that the Board of Trustees of the Capistrano Unified School District hereby directs that notice be provided to each of the above employees of his or her non-release effective upon the close of the 2013-2014 school year or the expiration of any applicable temporary contract (whichever occurs first), that his or her employment with the Capistrano Unified School District is thereby ended accordingly, and that the notification be provided on or before May 30, 2014.

*PASSED AND ADOPTED* by the Board of Trustees of the Capistrano Unified School District on May 28, 2014, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

I, Joseph M. Farley, Ed.D., Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting on May 28, 2014, by a roll call vote.

**BOARD OF TRUSTEES OF THE  
CAPISTRANO UNIFIED SCHOOL DISTRICT,  
COUNTY OF ORANGE, STATE OF CALIFORNIA**

By: \_\_\_\_\_  
Dr. Gary Pritchard  
Clerk of the Board of Trustees

By: \_\_\_\_\_  
Joseph M. Farley, Ed.D.  
Secretary to the Board of Trustees

c: Superintendent, Orange County Department of Education





# Facilities and Enrollment Update

May 28, 2014

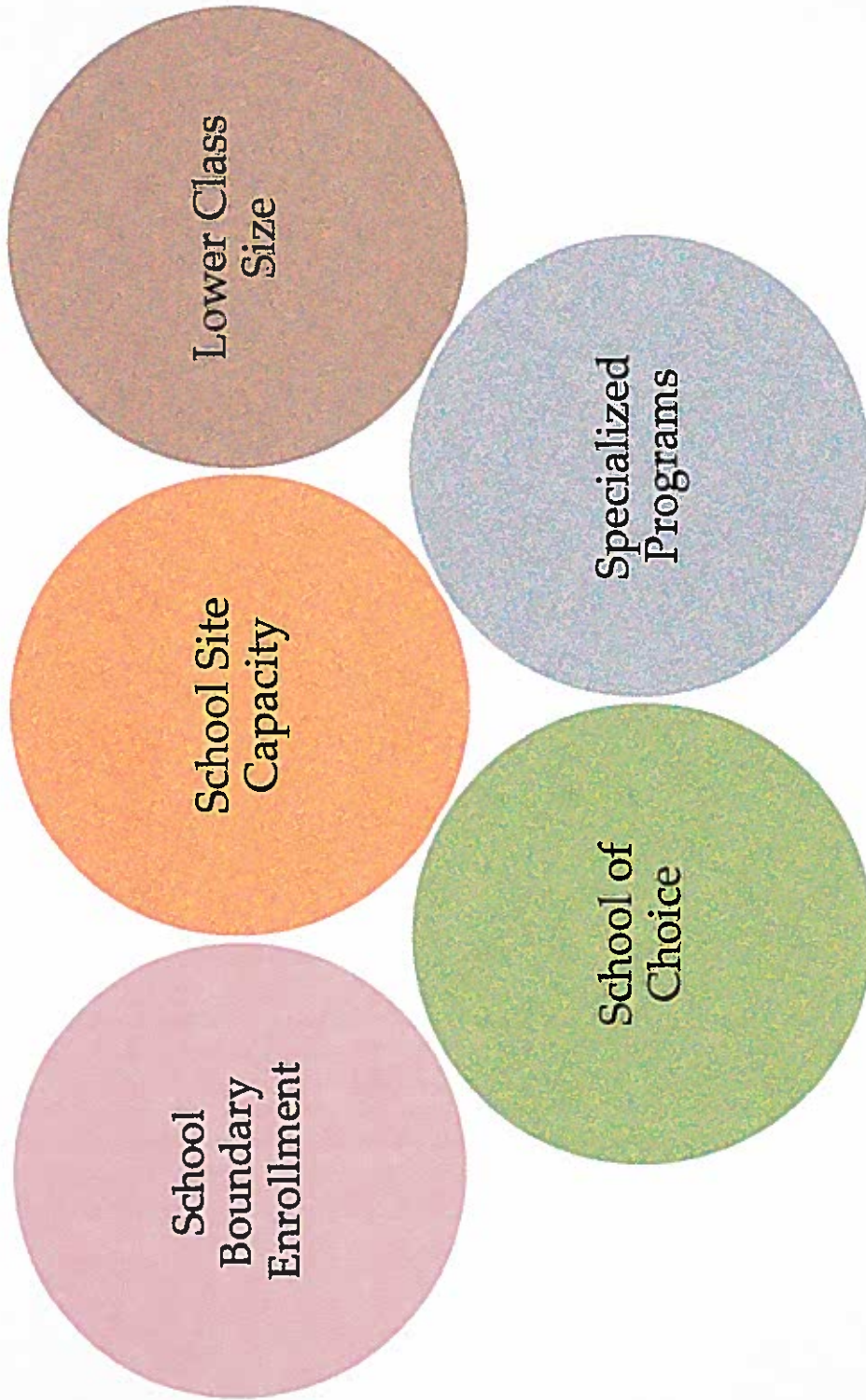


# AGENDA

- Enrollment Projections
- Lower Class Size
- School Site Capacity
- School of Choice
- Specialized Programs
- Next Steps

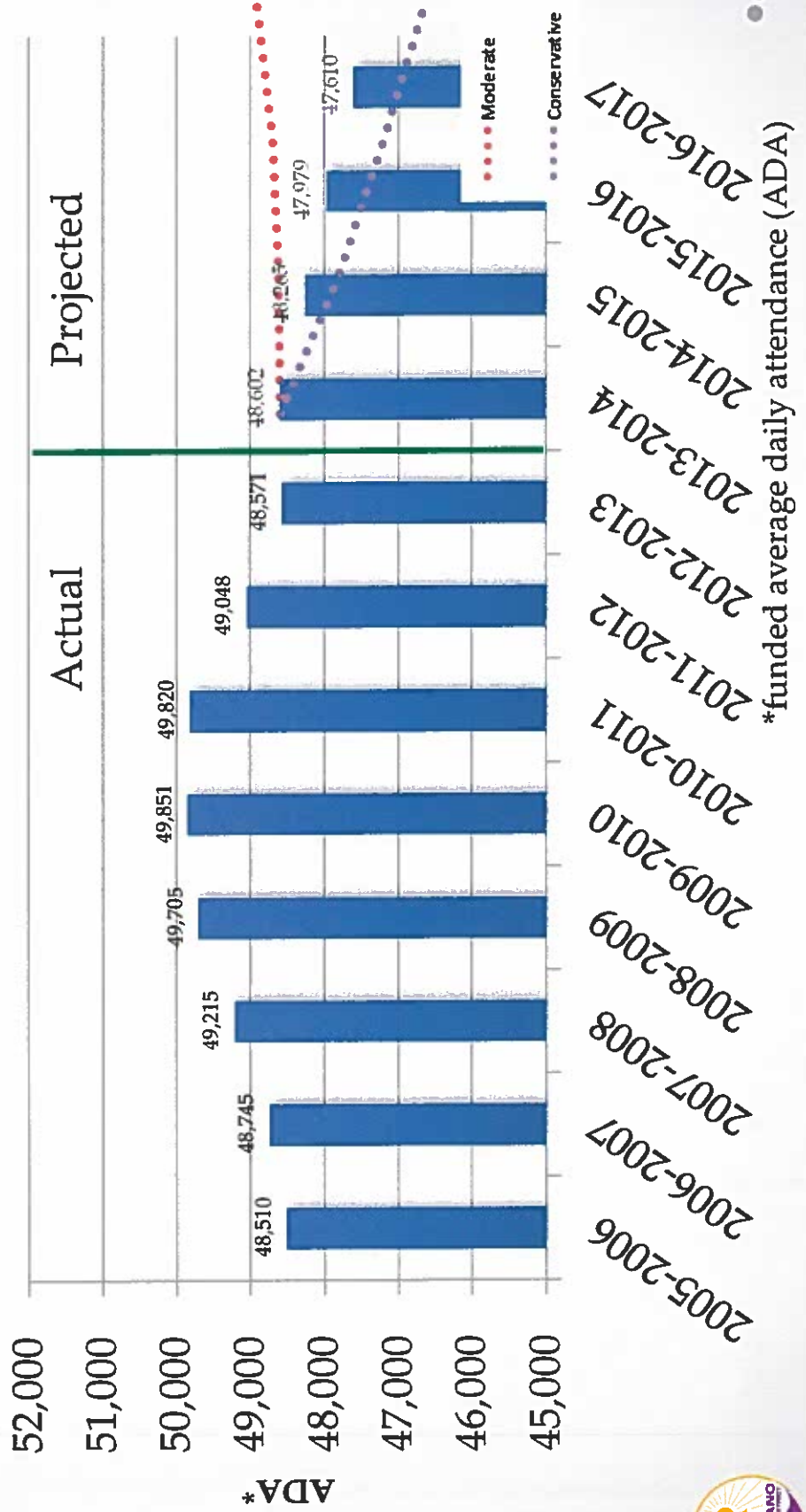


# Factors in Enrollment



# Enrollment Update

- Overall CUSD Enrollment Decline Projected
- A Few Schools Project Increased Enrollment



# Example Sites Experiencing Increased Enrollment

- Ladera Ranch Elementary School
- Ladera Ranch Middle School
- San Juan Hills High School

# High School Examples

+ 900 Students from  
Rancho Mission Viejo

## Tesoro HS

Grade	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
9	591	595	556	578	574	554	536	538	499	505	468	444	408	417
10	607	603	593	546	573	568	548	531	532	493	500	462	438	404
11	553	594	585	584	534	561	556	537	523	525	486	492	455	432
12	621	532	563	572	567	517	543	539	529	515	517	479	485	448
Subtotals:	2372	2324	2297	2280	2248	2200	2183	2145	2083	2038	1971	1877	1786	1701
Pct Chg:		-2%	-1.2%	-0.7%	-1.4%	-2.1%	-0.8%	-1.7%	-2.9%	-2.2%	-3.3%	-4.8%	-4.8%	-4.8%
SDC:	33	37	30	35	35	34	34	33	32	32	31	29	28	26
Totals:	2405	2361	2327	2315	2283	2234	2217	2178	2115	2070	2002	1906	1814	1727

## San Juan Hills HS

Grade	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
9	514	564	594	650	711	701	716	774	773	818	805	818	821	864
10	434	496	539	589	660	710	701	725	784	776	825	807	821	825
11	453	393	468	530	587	647	697	698	728	777	774	817	802	816
12	491	425	372	456	513	565	622	672	683	709	758	754	798	783
Subtotals:	1892	1878	1973	2225	2471	2623	2736	2869	2968	3080	3162	3196	3242	3288
Pct Chg:		-0.7%	5.1%	12.8%	11.1%	6.2%	4.3%	4.9%	3.5%	3.8%	2.7%	1.1%	1.4%	1.4%
SDC:	18	16	12	0	0	0	0	0	0	0	0	0	0	0
Totals:	1910	1894	1985	2225	2471	2623	2736	2869	2968	3080	3162	3196	3242	3288



# Elementary and Middle School Examples

## Ladera Ranch ES

Grade	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
K	150	135	129	124	127	138	137	137	136	135	133	132	131	129
1	152	150	144	147	133	137	148	148	148	146	145	143	142	140
2	154	150	157	150	151	137	141	152	150	150	148	147	145	144
3	143	160	152	152	153	155	140	144	154	151	151	150	148	147
4	150	138	160	151	151	153	154	140	144	154	151	151	150	148
5	137	157	137	158	154	154	156	157	141	145	155	152	152	151
Subtotals:	886	890	879	882	869	874	876	878	873	881	883	875	868	859
Pct Chg:		0.5%	-1.2%	0.3%	-1.5%	0.6%	0.2%	0.2%	-0.6%	0.9%	0.2%	-0.9%	-0.8%	-1%
SDC:	0	0	1	0	0	0	0	0	0	0	0	0	0	0
Totals:	886	890	880	882	869	874	876	878	873	881	883	875	868	859

## Ladera Ranch MS

Grade	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
6	420	439	474	457	502	510	511	492	483	465	476	524	522	522
7	365	411	438	470	454	499	506	507	491	481	463	475	523	520
8	357	365	394	436	462	446	491	498	503	487	476	459	471	519
Subtotals:	1142	1215	1306	1363	1418	1455	1508	1497	1477	1433	1415	1458	1516	1561
Pct Chg:		6.4%	7.5%	4.4%	4%	2.6%	3.6%	-0.7%	-1.3%	-3%	-1.3%	3%	4%	3%
SDC:	20	16	2	0	0	0	0	0	0	0	0	0	0	0
Totals:	1162	1231	1308	1363	1418	1455	1508	1497	1477	1433	1415	1458	1516	1561

# Lower Class Size

- Class Size Reduced

Grade Span	Class Averages
Kindergarten	30.5
Grades 1-5	31.5
Grades 6-8	32.5
Grades 9-12	34.5

- 63.6 Additional FTE
  - 12.0 Elementary
  - 18.8 Middle School
  - 32.8 High School

# 2014-2015 Facility

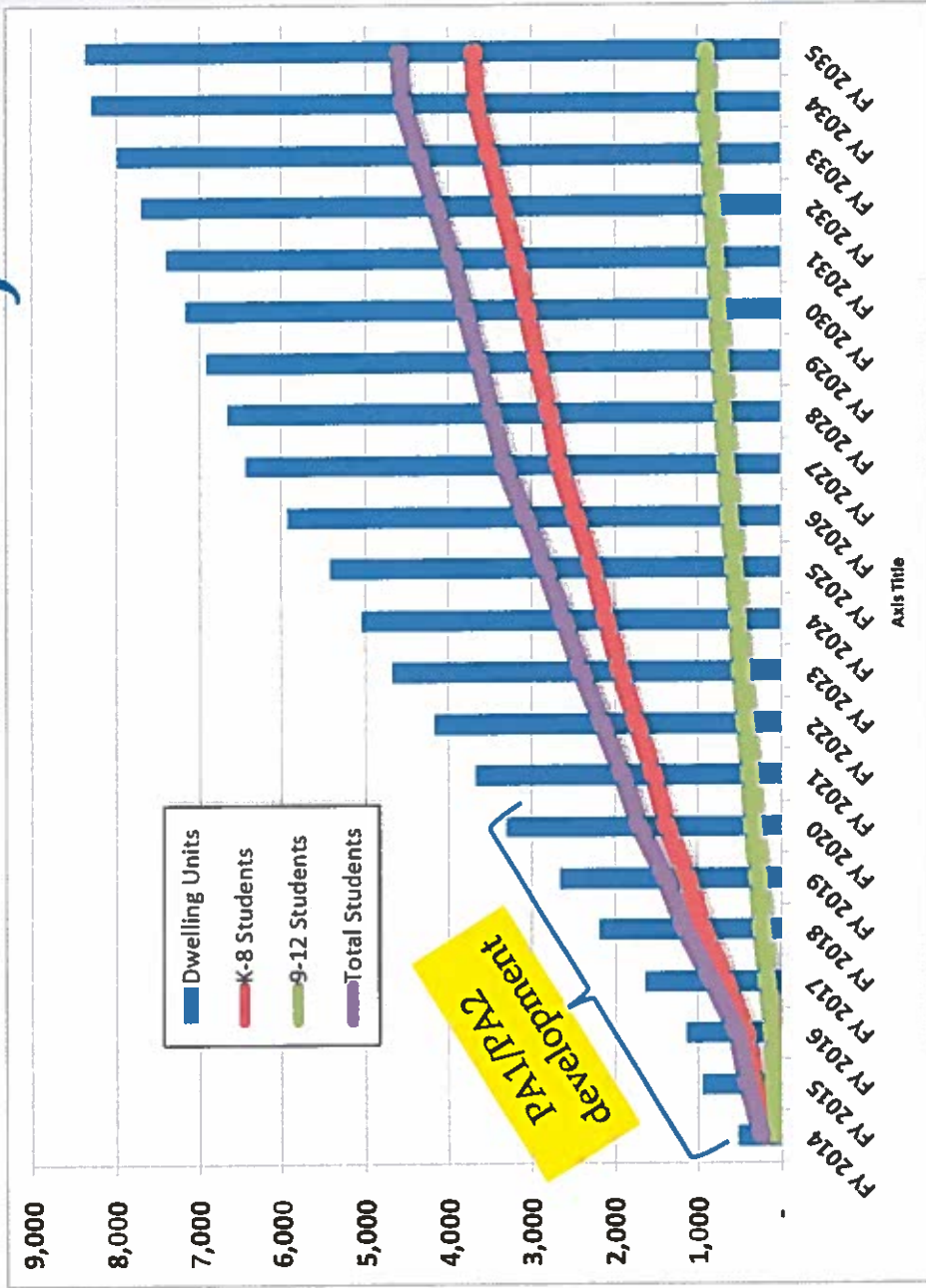
- Five portables at Ladera Ranch Middle School
- Ten portables at San Juan Hills High School + one portable restroom
- Major facility needs at SCHS including additional portables



## School Site Capacity

# Rancho Mission Viejo

- Facilities expected for 3,709 K-8 students
- First K-8 School Planned for PA2
- Space for Additional 897 High School Students
- Boundaries/ school of choice



PA1/PA2 K-8 school is in the planning process and expected to open fall of 2017 or fall of 2016 under an accelerated delivery schedule.



\* Includes 375 PA3 dwelling units

# School of Choice

Board Policy 5119 (a)

**Priority A-** District students who want to return to their school of residence

**Priority B-** District students who:

- Have continuously attended the school for at least one full year, but have moved into another District school's attendance area
- Reside in an area affected by an attendance boundary change who wish to remain at their existing school
- Are siblings of any student currently in attendance who will continue to be enrolled at the same school the next year

# School of Choice Cont'd

**Priority C-** District students whose residence is not within the school's attendance area but whose parents/guardians pay a Mello-Roos tax that helped support construction of the school.

**-Ladera Ranch paid into THS and SJHHS**

**-Talega paid into SJHHS and SCHS**

**Priority D-** District students who reside in a feeder pattern that divides students to different school sites upon promotion to the next school level (elementary school to middle school or middle school to high school) will be provided the opportunity to attend the same school as the majority of students in their feeder pattern

**- Crown Valley to AVMS/NHMS or Lobo to BAMS/Shorecliffs**

**-Ladera Ranch MS to THS/SJHHS**

**Priority E-** All other District students requesting School of Choice placement



# School of Choice in High Schools

School	AttArea Resident	Enrollment 2013	Percent of Enrollment		ChoiceIn	ODist	Pct of Att Area	
			AttArea				ChoiceOut	Served
ANHS	2963	3011	94.8%		3.8%	1.5%	3.7%	96.3%
CVHS	2491	2431	88.1%		9.7%	2.2%	14.1%	85.9%
DHHS	2617	2710	89.9%		9.8%	0.3%	6.9%	93.1%
SCHS	2930	3043	90.5%		4.6%	4.9%	6%	94%
SJHHS	2184	2233	71.7%		27.6%	0.7%	26.6%	73.4%
THS	2249	2315	84.5%		13.7%	1.7%	13%	87%

# School of Choice in High Schools

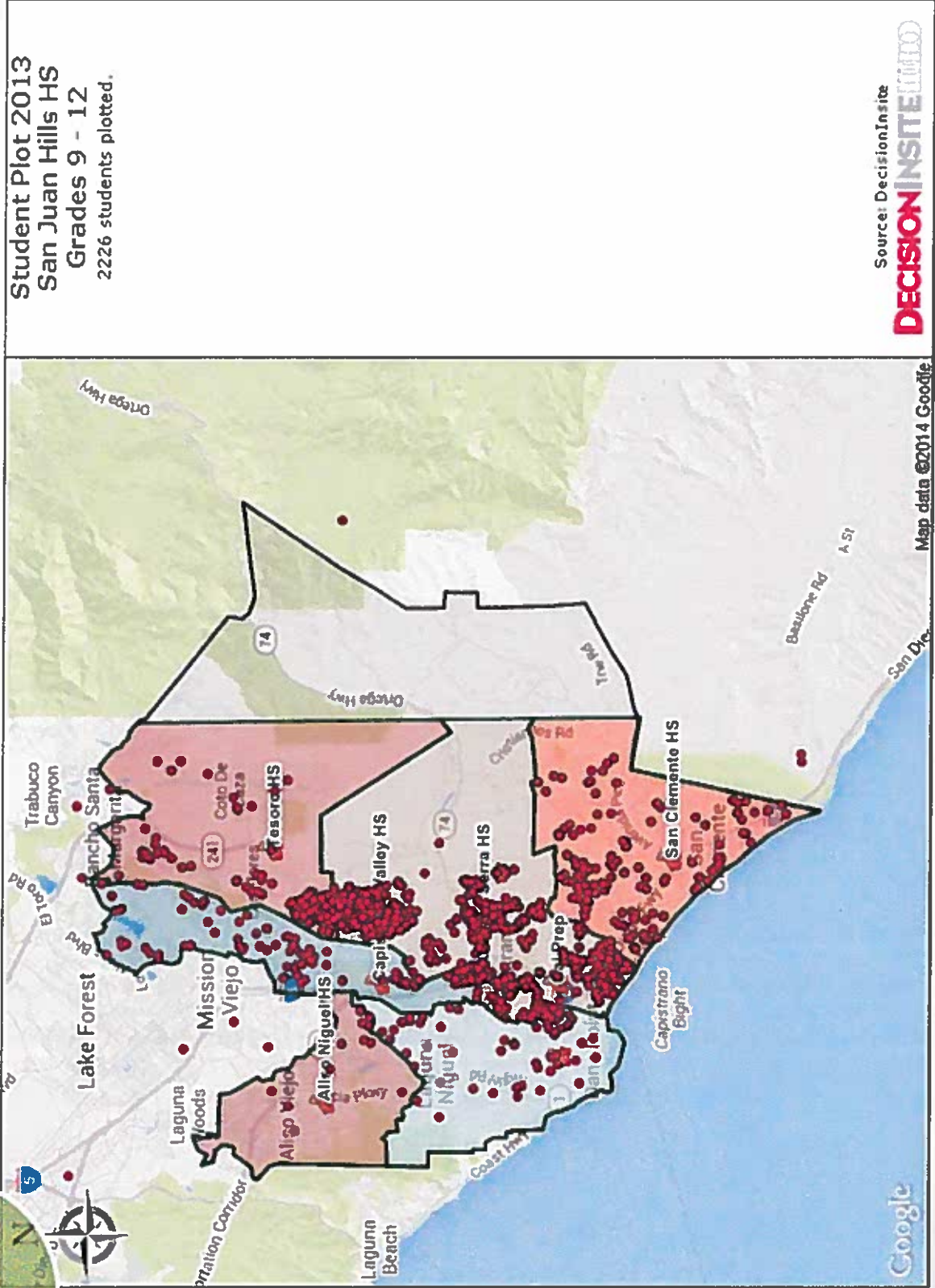
## 9-12 Open Enrollment

Attending School > Attendance Area v	ANHS	CVHS	DHHS	SCHS	SJHHS	THS	Totals
ANHS	2853	13	65	4	14	14	2963
CVHS	13	2141	19	6	145	167	2491
DHHS	86	19	2436	15	56	5	2617
SCHS	1	4	25	2754	145	1	2930
SJHHS	6	175	154	116	1602	131	2184
THS	7	26	3		256	1957	2249
Subtotals:	2966	2378	2702	2895	2218	2275	
Out of District:	45	53	8	148	15	40	309
Totals:	3011	2431	2710	3043	2233	2315	





# SJHHS-School Attendance







# Feeder Middle Schools for SJHHS Boundary & School of Choice

## Grade 9

Feeder Middle School Students	Number Enrolled/ Approved
MFMS (within boundary to SJHHS)	280
LRMS (within boundary to SJHHS)	269
BAMS	44
SMS	10
VDMMS	27
Other MS (SOC Priority A & B)	32







School  
Boundary  
Enrollment

School  
of  
Choice

# SJHHS Projected Enrollment

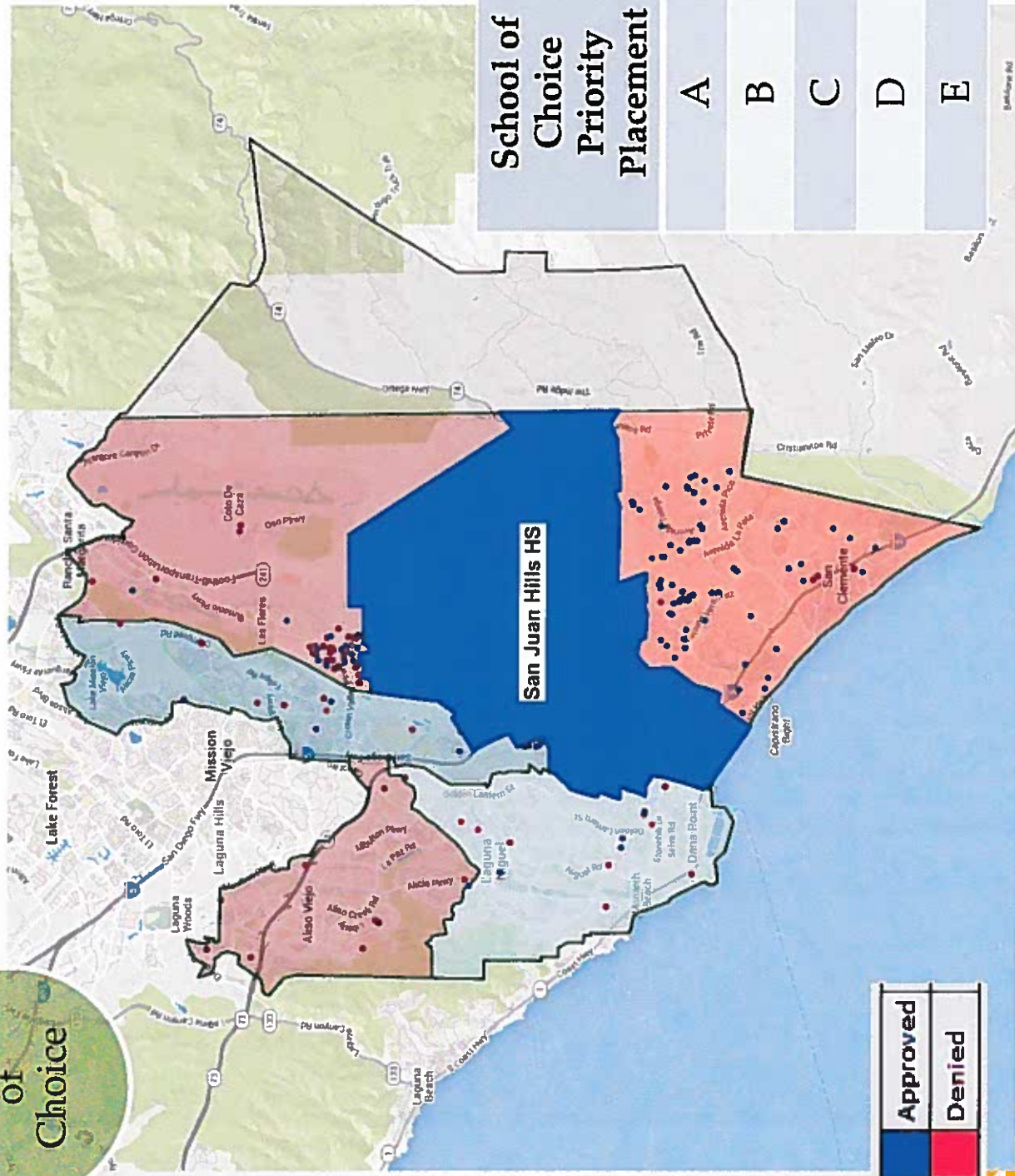
Grade Level	Projected Enrollment
Grade 9	594 + 141 SOC = 735
Grade 10	642 + 10 SOC = 652
Grade 11	588 + 3 SOC = 591
Grade 12	526 + 3 SOC = 529
<b>TOTAL</b>	<b>2,507</b>

This is an increase of 292 students from the projected enrollment in 2013-14





# School of Choice Priority for SJHHS



Approved	Denied
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School of Choice Priority Placement	Number of Freshman Approved
A	6
B	47
C	29
D	9
E	49

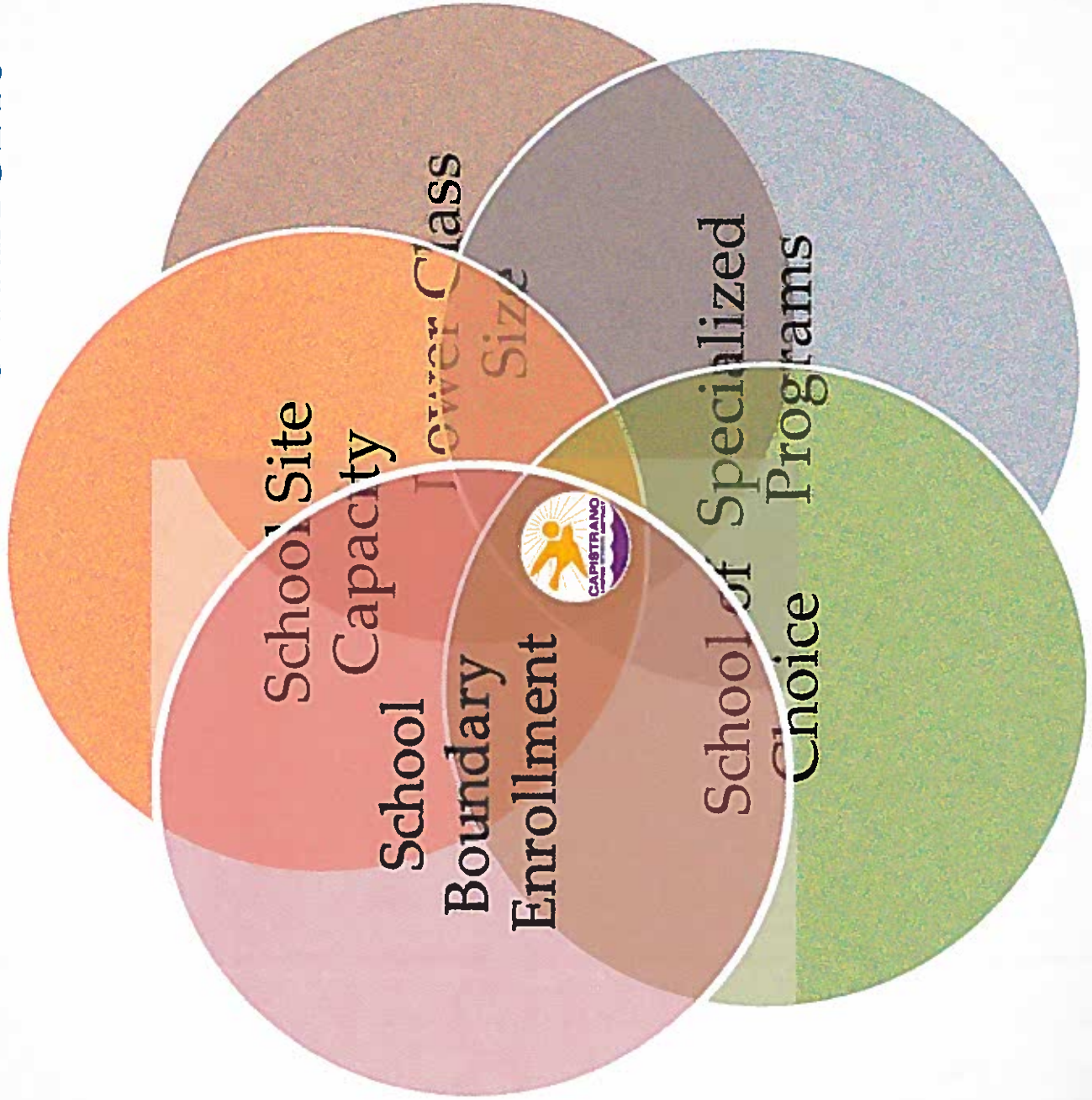


# CUSD Specialized Programs

- Special Education Programs
- Two-Way Immersion
- Mandarin Immersion Program
- STEM Career Academy
- International Baccalaureate Program
- K-8 Virtual/Cal Prep
- Fresh Start Independent Study
- Auto Academy
- Culinary Arts
- SOCSA
- HMO



# Factors in Enrollment



# Next Steps

- Bring back options for Rancho Mission Viejo feeder pattern
- Bring back options for school of choice
- Facilities capacity
- Options for growth (surrounding property)
- Create schedule structures for greater flexibility for high school enrollment/ Negotiate flexible employee schedules





CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

May 28, 2014

**DIVISION OF STATE ARCHITECT UPDATE**

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**BACKGROUND INFORMATION**

The Division of the State Architect (DSA) provides design and construction review and approval for K–12 schools, community colleges, and various other state-owned and leased facilities. Project closeout is the process DSA uses to determine that a project complies with the codes and regulations governing school construction. Certification that schools meet the minimum standards set forth in the California Building Code is required under California law.

Attached is an updated listing of District DSA projects:

- Open projects are either currently in construction or waiting for paperwork to complete the DSA closeout process and,
- Projects closed by DSA without certification
- Highlighted information has changed status since October 23, 2013, Board update

At the October 23, 2013, Board meeting, staff presented a status report on outstanding construction projects. This agenda item is a continuation of the initial report, updating Trustees on the progress made toward closing outstanding DSA projects with certification.

All projects listed as closed without certification by DSA are of concern, and while steps are being taken to certify all past projects, modernization projects initially approved during 2002-2003 and built during 2005-2007 have been prioritized as requiring immediate attention.

This item pertains to an agreed upon process with the District and DSA to close and certify projects. All District modernization work has been completed and final paperwork has been submitted to DSA for certification.

**CURRENT CONSIDERATION**

As staff receives Certification and Close of File letters on open and closed without certification District projects, the Board will be updated accordingly.

**FINANCIAL IMPLICATIONS**

There will be a fee to reopen any closed applications, and architectural fees for redrawing plans for DSA approval.

**STAFF RECOMMENDATION**

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

Division of State Architect  
Project Listing

Application No.	Project Name	Date Approved	Date Closed	DSA Status	District Update	Date Certified
04-100736	Crown Valley ES Ball Field	11/17/98	05/16/02	Closed w/out Certification	Project completed by City of Laguna Niguel. Unable to certify due to missing testing and/or inspection reports.	
04-101115	Moulton Elementary School		09/06/11	Closed w/out Certification	Unable to certify due to missing testing and/or inspection reports.	
04-102787	Capistrano Valley High School	06/06/01	03/25/08	Closed w/out Certification	Cell tower has changed carriers many times over the years. Unable to locate original contractor for paperwork needed to complete certification.	
04-104845	Del Obispo Elementary School	07/04/03	01/20/09	Closed w/out Certification	District Modernization. Required scope of work is complete. Final paperwork has been submitted to DSA. Closeout in process—awaiting certification.	
04-104860	Crown Valley Elementary School	06/25/03	09/15/07	Closed w/out Certification	District Modernization. Required scope of work is complete. Final paperwork has been submitted to DSA. Closeout in process—awaiting certification.	
04-104935	Niguel Hills Middle School	07/28/03	05/15/08	Closed w/out Certification	Unable to certify due to missing testing and/or inspection reports.	
04-104993	Viejo Elementary School	08/19/03	06/13/08	Closed w/out Certification	District Modernization. Required scope of work is complete. Final paperwork has been submitted to DSA. Closeout in process—awaiting certification.	
04-105269	Laguna Niguel Elementary School	07/09/03	09/12/13	Closed w/out Certification	Unable to certify due to missing testing and/or inspection reports.	
04-105495	Barcelona Elementary School	06/22/04	08/26/11	Closed w/out Certification	District Modernization. Required scope of work is complete. Final paperwork has been submitted to DSA. Closeout in process—awaiting certification.	
04-105499	Carl Hankey Elementary School	06/22/04	01/21/09	Closed w/out Certification	District Modernization. Required scope of work is complete. Final paperwork has been submitted to DSA. Closeout in process—awaiting certification.	
04-107421	Shorecliffs Middle School	03/16/06	02/15/13	Closed w/out Certification	Construction incomplete due to Marblehead Coastal Development bankruptcy.	
04-108164	Aliso Niguel High School Parking Improvement	07/10/06		Open	Unable to certify due to missing testing and/or inspection reports.	



Division of State Architect  
Project Listing

Application No.	Project Name	Date Approved	Date Closed	DSA Status	District Update	Date Certified
04-108462	Capistrano Valley High School	02/08/07		Open	Application number opened through DSA - project never started.	
04-108531	Carl Hankey K-8 Conversion	03/20/07	01/23/09	Closed w/out Certification	District Modernization. Required scope of work is complete. Final paperwork has been submitted to DSA. Closeout in process—awaiting certification.	
04-108613	Carl Hankey K-8 School	03/08/07	01/21/09	Closed w/out Certification	District Modernization. Required scope of work is complete. Final paperwork has been submitted to DSA. Closeout in process—awaiting certification.	
04-108716	San Juan Hills High School	12/03/07	08/23/13	Certification and Close of File	Certification and Close of File	08/23/13
04-109529	Carl Hankey Elem School	08/21/08		Open	District Modernization. Project A number will be closed out once A numbers 04-105499, 04-108531 and 04-108613 are certified.	
04-109690	San Juan Hills High School	02/11/09	08/05/13	Certification and Close of File	Certification and Close of File	08/05/13
04-109971	Dana Hills High School	11/13/08		Open	Application number opened through DSA - project never started.	
04-110423	Dana Hills High School	07/08/10	01/22/14	Four-Year Void with Refund	Application number opened through DSA - project never started. DSA refunded \$16,133.31 application fee.	N/A
04-110424	Capistrano Valley High School	07/08/10	02/27/14	Certification and Close of File	Certification and Close of File	02/27/14
04-110482	Dana Hills High School	03/16/10	03/08/13	Closed w/out Certification	Missing inspection reports. Inspector on record must be located to obtain paperwork necessary for closeout.	
04-111447	Laguna Niguel Elementary	11/18/10		Open	Closeout in process.	
04-111543	San Juan Hills High School	04/15/11	08/05/13	Certification and Close of File	Certification and Close of File	08/05/13
04-111724	Newhart Middle School	12/07/11	10/15/13	Certification and Close of File	Certification and Close of File	10/15/13
04-111910	Capistrano Valley High School	06/23/11	08/29/13	Resolution of Certification	Certification of project is no longer an issue due to removal of structures identified in original scope.	N/A
04-112496	San Juan Hills High School	07/25/12	01/08/13	Certification and Close of File	Certification and Close of File	01/08/13
04-112863	Capistrano Valley High School	09/17/13		Open	In construction	
04-113479	Dana Hills High School	03/06/14		Open	Application number number opened through DSA for HVAC replacement.	
04-113589	Ladera Ranch Middle School	05/01/14		Open	Application number opened for relocateables project. Work in process.	



October 15, 2013

## Certification & Close of File

Dr. Joseph Farley  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675-4706

**Project:** NEWHART MIDDLE SCHOOL  
**Application #:** 04-111724  
**File Id #:** 30-9  
**Scope:** Alterations to 1-Multi-purpose Building (04-41528)

Dear Dr. Joseph Farley:

The Department of General Services' records indicate that the construction of the referenced project has been completed in accordance with design documents approved by the Department, and that all the Verified Reports covering the construction have been received. Therefore, the Department of General Services Certifies as follows:

This project is in compliance with California State regulations as to the safety of design and construction of public schools, and for the accommodation of persons with disabilities.

As stated in our letter approving the plans and specifications for this project, the Department does not review design documents or construction for compliance with the electrical, mechanical, or plumbing regulations. It is the responsibility of the professional consultants named on the application to verify compliance with appropriate parts of the California Building Code, and to submit Verified Reports documenting compliance.

Sincerely,

Chester "Chet" Widom, FAIA  
State Architect  
Division of the State Architect  
CW: pc

cc: Architect/Engineer - Robert Hensley  
Director of Facilities  
Reading  
File



February 27, 2014

## Certification & Close of File

Dr. Joseph Farley  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675-4706

**Project:** CAPISTRANO VALLEY HIGH SCHOOL  
**Application #:** 04-110424  
**File Id #:** 30-9  
**Scope:** Construction of 1-Theater Building

Dear Dr. Joseph Farley:

The Department of General Services' records indicate that the construction of the referenced project has been completed in accordance with design documents approved by the Department, and that all the Verified Reports covering the construction have been received. Therefore, the Department of General Services Certifies as follows:

This project is in compliance with California State regulations as to the safety of design and construction of public schools, and for the accommodation of persons with disabilities.

As stated in our letter approving the plans and specifications for this project, the Department does not review design documents or construction for compliance with the electrical, mechanical, or plumbing regulations. It is the responsibility of the professional consultants named on the application to verify compliance with appropriate parts of the California Building Code, and to submit Verified Reports documenting compliance.

Sincerely,

A handwritten signature in black ink, appearing to read 'Karen Gibb / For', is written over a horizontal line.

Chester "Chet" Widom, FAIA  
State Architect  
Division of the State Architect  
CW: pc

cc: Architect/Engineer - Robert Hensley  
Director of Facilities  
Reading  
File



January 22, 2014

## Four-Year Void With Refund

Dr. Joseph Farley  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675-4706

**Project:** DANA HILLS HIGH SCHOOL  
**Application #:** 04-110423  
**File Id #:** 30-9  
**Scope:** Construction of 1-Theater Building

Dear Dr. Joseph Farley:

At least four years have passed without construction of the plans approved by this office on 7/8/2010.

Pursuant to the provisions of Section 4-330, Part 1, Title 24, California Code of Regulations, this application is now void and has been closed. Should you choose to proceed with this work in the future, a new application for approval and filing fee must be submitted. If the plans approved under this application have been constructed, contact us in writing within four weeks of the date of this letter and provide required construction documents.

Our records indicate the fees for this service were paid by CAPISTRANO UNIFIED SCHOOL DISTRICT with warrant 68/138663 in the amount of \$57,113.27 dated 4/10/2009. A State check in the amount of \$16,133.31 covering a partial refund of the structural fees for this project will be sent under separate cover.

Sincerely,

A handwritten signature in black ink, appearing to read 'CR', is written over a faint, larger signature.

Craig Rush  
Regional Manager  
Division of the State Architect  
CR: mmc

cc: Architect/Engineer - ROBERT HENSLEY  
Director of Facilities  
Accounting  
File

CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES – REGULAR MEETING  
MAY 14, 2014  
EDUCATION CENTER – BOARD ROOM

President Alpay called the meeting to order at 5:30 p.m. and announced Attorney Isabel Safie would be contacted by telephone for agenda item 3A if needed. The Board recessed to closed session to: confer with Legal Counsel regarding Anticipated Litigation; confer with Legal Counsel regarding Existing Litigation; confer with Labor Negotiators; and discuss Public Employee Appointment/Employment.

Closed session recessed at 6:40 p.m.

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

The Pledge of Allegiance was led by President Alpay.

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

Absent: Trustee Hatton-Hodson and Student Advisor Leilah Rodriguez

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

**Permanent Record**

It was moved by Trustee Bryson, 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, Bryson, Hanacek, Pritchard, and Reardon  
NOES: None  
ABSENT: Trustee Hatton-Hodson and Student Advisor Leilah Rodriguez  
ABSTAIN: None

President Alpay announced Trustee Hatton-Hodson was present in closed session but had to leave at 6:55 p.m. President Alpay reported the following action taken during closed session:

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

**Agenda Item #3 A – Conference with Legal Counsel – Existing Litigation:**

The Board gave direction to staff.

**Agenda Item #3 B – Conference with Legal Counsel – Anticipated Litigation: Office of Administrative Hearings Case Number 2014010758**

The Board voted 7-0 to approve the non-public school placement settlement agreement not-to-exceed \$185,800, fully resolving this litigation.

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

**Agenda Item #3 C – Conference with Labor Negotiators:**

No action was taken.

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

No action was taken.

Karen Gauthier, Yeon Choi, and Anthony Tubbs were recognized as the District's top three Teachers of the Year. Chief Communications Officer Stephen Nichols announced Karen Gauthier and Anthony Tubbs were named semifinalists by the Orange County Department of Education.

**Special  
Recognitions**

Eric Hunter reported on his experiences as a student in the Adult Transition Program (ATP) and invited Trustees to the ATP graduation and awards ceremony on May 30, 2014, in the Board room at 6:30 p.m.

**Student Report**

Trustee Hanacek shared she attended the spring musicals at Capistrano Valley High School, San Clemente High School, and San Juan Hills High School, as well as the ROP Distinguished Student Awards ceremony. She also congratulated Trustee Hatton-Hodson for being selected secretary for the Orange County School Boards Association.

**Board and  
Superintendent  
Comments**

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

**Oral  
Communications**

The following speaker addressed the Board:

- *Elena Paine announced the Renaissance ClubSport in Aliso Viejo is offering a wellness gift to principal and teachers.*

### **DISCUSSION/ACTION**

Assistant Superintendent Julie Hatchel introduced District English Learner Advisory Committee (DELAC) representatives Evelin Peralta, Lupe Contreras, and Laura Bocanegra who presented the annual DELAC report.

**DELAC Annual  
Report  
Agenda Item 1**

Superintendent Farley stated a list of all the suggested school names the District has received is included in the exhibit. Dr. Farley recommended the Board review the submitted names for the new school and identify several for staff to research and then bring this item back to the May 28, 2014, Board meeting.

**Naming New K8  
School  
Agenda Item 2**

The following speaker addressed the Board:

- Chairwoman Teresa Romero of the Juaneño Band of Mission Indians, Acjachemen Nation, submitted five names on behalf of the tribe for Trustees' consideration for the next level of the selection process.

Trustees selected the following names for consideration: Acjachemen; Coronne; Helena Modjeska; Ortega Oaks; Ronald Reagan; Barbara L. Banda; Escencia; and Glen T. Seaborg.

Deputy Superintendent Clark Hampton, Assistant Superintendent Julie Hatchel, and Assistant Superintendent Michelle Le Patner provided a PowerPoint presentation on the District's draft Local Control Accountability Plan (LCAP). The presentation reviewed the timelines and procedures regarding the District's LCAP plan; findings from stakeholder input; draft goals created for the 2015-2016 LCAP; and progress-to-date on the LCAP template. (*The PowerPoint is posted on the District website: [www.capousd.org](http://www.capousd.org)*)

**LCAP Update  
Agenda Item 3**

The following speaker addressed the Board:

- Martha McNicholas stated she had reviewed the draft LCAP and was disappointed that on all of the charts from stakeholder input where it says working well, especially under parent involvement and engagement, the PTA is not listed and they are definitely one of the strengths of the District.

Following the presentation, Trustees asked questions and gave direction to staff. The updated draft LCAP will be brought back for further review, discussion, and direction at the May 28, 2014, Board meeting.

Assistant Superintendent Julie Hatchel stated the District offers three Two-Way Immersion Spanish programs (TWIS) and one Mandarin Immersion Program (MIP). The TWIS programs at San Juan and Las Palmas elementary schools have established a full continuum of learning through grade 12. The newest programs at Viejo (TWIS) and Bergeson (MIP) elementary schools are currently offering classes in kindergarten through second grade and have not yet expanded to secondary school. Staff is proposing that students from Viejo's Spanish TWI program matriculate to the established programs at Marco Forster Middle School and San Juan Hills High School. The recommended feeder pattern for the Bergeson MIP would be Aliso Viejo Middle School and Aliso Niguel High School. Following the presentation, the Board asked questions and gave direction to staff.

**Continuum of Offerings for Immersion Programs  
Agenda Item 4**

Assistant Superintendent Jodee Brentlinger explained on January 8, 2014, the Teamsters proposal requested reopening Article 4: Grievance Procedures, and on March 26, 2014, the District's proposal reopened Article 18: Transportation Provisions. On April 29, 2014, Teamsters provided the District another reopener proposal to discuss Article 17: Discipline.

**Teamsters Contract Reopener Proposal  
Agenda Item 5**

It was moved by Trustee Bryson, seconded by Trustee Addonizio, and motion carried by a 6-0 vote to accept receipt of the Teamsters contract reopener proposal for the 2014-2015 school year.

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

NOES: None

ABSENT: Trustee Hatton-Hodson and Student Advisor Leilah Rodriguez

It was moved by Trustee Addonizio, seconded by Trustee Reardon, and motion carried by a 6-0 vote to adopt Resolution No. 1314-49, Resolution and Order of Biennial Trustee Election and Specifications of the Election Order.

**Biennial Trustee Election  
Agenda Item 6**

ROLL CALL: AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Pritchard, and Reardon

NOES: None

ABSENT: Trustee Hatton-Hodson and Student Advisor Leilah Rodriguez

ABSTAIN: None

President Alpay asked Trustees for items they wished to pull from the Consent Calendar. Items 15, 16, 25, 28, and 30 were pulled.

**Items Pulled from the Consent Calendar**

## **CONSENT CALENDAR**

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

Approval of the minutes of the April 23, 2014, special Board meeting.	<b>Minutes Agenda Item 7</b>
Approval of the minutes of the April 23, 2014, regular Board meeting.	<b>Minutes Agenda Item 8</b>
Approval of the minutes of the April 25, 2014, special Board meeting.	<b>Minutes Agenda Item 9</b>
Approval of the minutes of the March 28, 2014, special Board meeting.	<b>Minutes Agenda Item 10</b>
Approval of the minutes of the April 29, 2014, special Board meeting.	<b>Minutes Agenda Item 11</b>
Approval of the minutes of the May 1, 2014, special Board meeting.	<b>Minutes Agenda Item 12</b>
Resolution No. 1314-47, recognition of May 14, 2014, as "California Day of the Teacher."	<b>California Day of the Teacher Agenda Item 13</b>
Resolution No. 1314-48, recognition of May 18-24, 2014, as "Classified School Employees Week."	<b>Classified School Employees Week Agenda Item 14</b>
Memorandum of Understanding (MOU) with Big Brothers Big Sisters of Orange County.	<b>MOU with Big Brothers Big Sisters of OC Agenda Item 17</b>
Memorandum of Understanding with Orange County QualityStart OC, for 2013-2014 and 2014-2015.	<b>MOU with OC QualityStart Agenda Item 18</b>
Memorandum of Understanding (MOU) with School on Wheels, Incorporated.	<b>MOU with School on Wheels, Inc. Agenda Item 19</b>
Student teaching agreement with Biola University.	<b>Student Teaching Agreement Agenda Item 20</b>
Student teaching agreement with University of Southern California.	<b>Student Teaching Agreement Agenda Item 21</b>
Student teaching agreement with California State University, Fullerton.	<b>Student Teaching Agreement Agenda Item 22</b>



Purchase orders, warrants, and previously Board-approved bids and contracts as listed.	<b>Purchase Orders/Warrants Agenda Item 23</b>
Donations of funds and equipment.	<b>Donations Agenda Item 24</b>
Ratification of special education Settlement Agreement Case #2014030439.	<b>Settlement Agreements Agenda Item 26</b>
Resolution No. 1314-45, Transition Partnership Project Interagency Agreement with the California Department of Rehabilitation.	<b>Transition Partnership Project Interagency Agreement Agenda Item 27</b>
Ratification of the Income Agreement No. 40371 with the Orange County Superintendent of Schools to provide the services of Joselynn Jaques for speech and language assessments and consultations for District students.	<b>Income Agreement Agenda Item 29</b>
Extension of the Agreement for Juvenile Court Work Program Services with the County of Orange to provide weed abatement services on District slopes and grounds.	<b>Juvenile Court Work Program Agenda Item 31</b>
Amendment to Agreement Bid No. 1314-21 for painting services provided by J. L. Cobb Co.	<b>Painting Services Agenda Item 32</b>
Award of Request for Proposal No. 12-1314, Absence Management System to Frontline Technologies, Incorporated.	<b>Absence Management System Agenda Item 33</b>
Award of Request for Proposal No. 11-1314, Centralized Library, Textbook, and Asset Management System to Follett School Solutions, Incorporated.	<b>Library, Textbook, Asset Management System Agenda Item 34</b>
Rejection of Claim Number 14-16027 DP filed against the District.	<b>Claim Rejection Agenda Item 35</b>
Resignations, retirements, and employment of classified personnel.	<b>Resignations/ Retirements/ Employment (Classified Personnel) Agenda Item 36</b>

Resignations, retirements, and employment of certificated personnel.

**Resignations/  
Retirements/  
Employment  
(Certificated  
Personnel)  
Agenda Item 37**

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

Trustee Reardon addressed items 15 and 16 together but Trustees voted on each item separately. Trustee Reardon asked staff about the extent of support the District receives from this organization which receives tobacco tax money. Dr. Hatchel responded they support the four Learning Link programs the District offers to preschool parents and children. Trustee Reardon suggested staff pursue and encourage additional support from this organization to assist with more programs.

**Agreement  
Amendment  
Agenda Item 15**

It was moved by Trustee Reardon, seconded by Trustee Addonizio, and motion carried by a 6-0 vote to approve the ratification of Amendment 03 to Agreement No. FCI-SD-04 with Children and Families Commission of Orange County.

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

It was moved by Trustee Reardon, seconded by Trustee Addonizio, and motion carried by a 6-0 vote to approve Resolution No. 1314-46 authorizing the District to approve the Agreement FCI-SD-04 between Children and Families Commission of Orange County, with the California Department of Education.

**Agreement with  
the Children and  
Families  
Commission  
Agenda Item 16**

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

Trustee Addonizio stated she pulled the item because she wanted to vote nay on the Government Financial Strategies, Incorporated agreement extension.

**Professional  
Services  
Agreements  
Agenda Item 25**

It was moved by Trustee Bryson, seconded by Trustee Reardon, and motion carried by a 4-2 vote to approve the ratification of District standardized Independent Contractor, Master Contract, and Professional Services Agreements.

AYES: Trustees Bryson, Hanacek, Pritchard, and Reardon  
NOES: Trustees Addonizio and Alpay  
ABSENT: Trustee Hatton-Hodson and Student Advisor Leilah Rodriguez

Trustee Reardon shared his concerns regarding the billing process and responsibility of each agency to pay for services. He requested staff review the billing process for the Joint Powers Agreement to insure there is transparency in the invoice.

**Joint Powers  
Agreement –  
Agenda Item 28**

It was moved by Trustee Reardon, seconded by Trustee Bryson, and motion carried by a 6-0 vote to approve the Joint Powers Agreement with County of Orange Sheriff-Coroner Department to provide supplemental law enforcement services, as needed by the District.

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

Trustee Reardon asked staff why the SBAC assessment is not mentioned in the agreement. Assistant Superintendent Michelle Le Patner stated all the assessment data will be imported into Illuminate and teachers will be able to see both standardized testing data and local assessment data when they look at the student roster. Trustee Reardon shared his concerns regarding the confidentiality of District student assessment data being exported to external servers maintained by the vendor. He stressed the need for District contracts to address protecting the data in cloud-based solutions.

**Extension of  
Agreement –  
Software License  
and Support  
Agenda Item 30**

It was moved by Trustee Reardon, seconded by Trustee Bryson, and motion carried by a 6-0 vote to approve the extension of Software License and Support Agreement with Illuminate Education, Incorporated to provide a software system and support for data and assessment management.

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

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

**Adjournment**

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

President Alpay announced the meeting adjourned at 9:23 p.m.

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Board Clerk

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Secretary, Board of Trustees





TO: SUPERINTENDENT OF PUBLIC SCHOOLS  
PRINCIPAL OF PRIVATE SCHOOLS

FROM: ROGER L. BLAKE

RE: FORM TO RECORD DISTRICT AND/OR SCHOOL REPRESENTATIVES TO LEAGUES

DATE: APRIL 23, 2014

Enclosed is a form upon which to record your district and/or school representatives to leagues for **next year, 2014-2015**. It is a form sent every year to you in order to obtain the names of league representatives to every league in the state and to make sure that the league representatives are designated by school district or school governing boards. **It is a legal requirement that league representatives be so designated.**

The education code gives the authority for high school athletics to high school governing boards. The code also requires that the boards, after joining CIF, designate their representatives to CIF leagues. This is a necessity! (Ed. Code 33353 (a) (1))

We are asking that, **after action by the governing board**, you **send the names of league representatives to your CIF Section office**. Obviously, the presumption behind this code section is that the representatives of boards are the only people who will be voting on issues, at the league and section level, that impact athletics.

If a governing board does not take appropriate action to designate representatives or this information is not given to Section offices within the required time frame, CIF is required to suspend voting privileges (CIF Constitution, Article 2, Section 25, p.17) for the affected schools.

At the State Federated Council level we will be asking that Sections verify that their representatives are designated in compliance with this Ed. Code section.

I hope this gives you a bit of background. Thank you for all you do to help support high school athletics. It is a valuable program in all high schools and we appreciate the support you give to the program and to CIF.

**Please return the enclosed form no later than June 25, 2014 directly to your CIF Section Office. Addresses of each section are listed on the back of the form.** Please contact us if we can give you further information.

### 2014-2015 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 25, 2014.**

Capistrano Unified School District/Governing Board at its \_\_\_\_\_ meeting,  
(Name of school district/governing board) (Date)  
appointed the following individual(s) to serve for the 2014-2015 school year as the school's league representative:

#### **PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES**

NAME OF SCHOOL Aliso Niguel High School  
NAME OF REPRESENTATIVE Chris Carter POSITION Principal  
ADDRESS 28000 Terrace View Drive CITY Aliso Viejo ZIP 92656  
PHONE 949-830-5590 FAX 949-448-9854 E-MAIL ccarter@capousd.org

\*\*\*\*\*

NAME OF SCHOOL Capistrano Valley High School  
NAME OF REPRESENTATIVE Kevin Astor POSITION Principal  
ADDRESS 26310 Via Escolar CITY Mission Viejo ZIP 92692  
PHONE 949-364-6100 FAX 949-347-1298 E-MAIL keastor@capousd.org

\*\*\*\*\*

NAME OF SCHOOL Dana Hills High School  
NAME OF REPRESENTATIVE Jason Allemann POSITION Principal  
ADDRESS 33333 Golden Lantern CITY Dana Point ZIP 92629  
PHONE 949-496-6666 FAX 949-489-8317 E-MAIL jjallemann@capousd.org

\*\*\*\*\*

NAME OF SCHOOL San Clemente High School  
NAME OF REPRESENTATIVE Michael Halt POSITION Principal  
ADDRESS 700 Avenida Pico CITY San Clemente ZIP 92673  
PHONE 949-492-4165 FAX 949-361-5175 E-MAIL mahalt@capousd.org

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Matt Reid Signature \_\_\_\_\_  
Address 33122 Valle Road City SJC Zip 92675  
Phone 949-234-9200 Fax 949-496-7681

**PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.  
SEE REVERSE SIDE FOR CIF SECTION OFFICE ADDRESSES.**

### 2014-2015 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 25, 2014.**

Capistrano Unified School District/Governing Board at its \_\_\_\_\_ meeting,  
(Name of school district/governing board) (Date)  
appointed the following individual(s) to serve for the 2014-2015 school year as the school's league representative:

#### **PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES**

NAME OF SCHOOL San Juan Hills High School

NAME OF REPRESENTATIVE Tom Ressler

POSITION Principal

ADDRESS 29211 Vista Montana

CITY SJC

ZIP 92675

PHONE 949-234-5900

FAX 949-488-9727

E-MAIL tressler@capousd.org

NAME OF SCHOOL Tesoro High School

NAME OF REPRESENTATIVE Marc Patterson

POSITION Principal

ADDRESS 1 Tesoro Creek Road

CITY Las Flores

ZIP 92688

PHONE 949-234-5310

FAX 949-766-3370

E-MAIL mbpatterson@capousd.org

NAME OF SCHOOL \_\_\_\_\_

NAME OF REPRESENTATIVE \_\_\_\_\_

POSITION \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_

ZIP \_\_\_\_\_

PHONE \_\_\_\_\_

FAX \_\_\_\_\_

E-MAIL \_\_\_\_\_

NAME OF SCHOOL \_\_\_\_\_

NAME OF REPRESENTATIVE \_\_\_\_\_

POSITION \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_

ZIP \_\_\_\_\_

PHONE \_\_\_\_\_

FAX \_\_\_\_\_

E-MAIL \_\_\_\_\_

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Matt Reid

Signature \_\_\_\_\_

Address 33122 Valle Road

City SJC

Zip 92675

Phone 949-234-9200

Fax 949-496-7681

**PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.  
SEE REVERSE SIDE FOR CIF SECTION OFFICE ADDRESSES.**





Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2013-14 =====\*  
Board of Trustees Meeting.....JUNE 11, 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
5367	87	BOWIE ARNESON WILES &	Legal /Fac Acq /Dstrctwd	16,000.00
5368	87	BRICKLEY ENVIRONMENTAL	SiteEnv /Fac Acq /CVHS	1,975.00
5369	87	CULVER-NEWLIN INC	F&EInstl/Fac Acq /CVHS	93,191.86
5370	87	DAVID TAUSSIG ASSOC INC	Serv& Op/Fac Acq /Dstrctwd	7,735.34
5371	88	DAVID TAUSSIG ASSOC INC	Serv& Op/Fac Acq /Dstrctwd	1,959.25
5372	89	DAVID TAUSSIG ASSOC INC	Serv& Op/Fac Acq /Dstrctwd	1,422.14
5373	97	DAVID TAUSSIG ASSOC INC	Serv& Op/Fac Acq /Dstrctwd	622.38
5374	89	DAVID TAUSSIG ASSOC INC	Serv& Op/Fac Acq /Dstrctwd	2,125.25
5375	92	DAVID TAUSSIG ASSOC INC	Serv& Op/Fac Acq /Dstrctwd	1,480.54
5376	93	DAVID TAUSSIG ASSOC INC	Serv& Op/Fac Acq /Dstrctwd	912.00
5377	94	DAVID TAUSSIG ASSOC INC	Serv& Op/Fac Acq /Dstrctwd	855.50
5378	98	DAVID TAUSSIG ASSOC INC	Serv& Op/Fac Acq /Dstrctwd	3,614.25
5379	93	US BANK NATIONAL ASSOCIATION	Serv& Op/Fac Acq /Dstrctwd	4,535.00
13 Purchase Orders				\$136,428.51

EXHIBIT 11

Attachment 1

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2013-14 =====\*  
Board of Trustees Meeting.....JUNE 11, 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
334791	1	ARTURO J. ADDEMAN	InstMtls/Instrctn/Bergeson	475.00
334792	11	CAMCOR INC	InstMtls/Instrctn/Dstrctwd	185.33
334793	1	PATHWAY COMMUNICATIONS LTD.	InstMtls/Instrctn/SCHS	341.28
334794	1	PATHWAY COMMUNICATIONS LTD.	NonCapEq/Instrctn/Kinoshta	883.22
334795	1	PATHWAY COMMUNICATIONS LTD.	InstMtls/Instrctn/Kinoshta	341.28
334796	1	FULL COMPASS SYSTEMS LTD	InstMtls/Instrctn/LadraElm	337.74
334797	23	US BANK NATIONAL ASSOCIATION	Serv& Op/Fac Acq /Dstrctwd	770.00
334798	1	JENSEN, LORI	Serv& Op/Instrctn/SVCS	5,757.27
334799	1	RIGGS-ZEIGEN, LAVONNE	Serv& Op/Instrctn/SVCS	975.00
334800	1	FITCH, HUTTON	Serv& Op/Instrctn/SVCS	958.15
334801	1	BROADHEAD, VALARIE	Serv& Op/Instrctn/SVCS	308.94
334802	1	KELLINGER, PAM	Serv& Op/Instrctn/SVCS	538.49
334803	1	PERMA-BOUND	InstMtls/Enterprs/BAMS	1,200.01
334804	1	PERRY, CLINT	Serv& Op/Instrctn/SVCS	228.06
334805	1	RHEE, PAUL	Serv& Op/Instrctn/SVCS	2,898.35
334806		VOID	VOID	0.00
334807	1	MORRIS, RICK	Serv& Op/Instrctn/MssHills	1,475.66
334808	1	FOLLETT LIBRARY RESOURCES	Bks&Ref /Libr&Med/CVHS	1,100.00
334809	1	PERMA-BOUND	Bks&Ref /Libr&Med/VDMMS	2,500.01
334810	1	ABELL, ANNA	Serv& Op/Instrctn/Capo Ch	385.00
334811	1	BUTCHER, JULIA J	Serv& Op/Instrctn/Capo Ch	400.00
334812	1	EVANS, DONALD	Serv& Op/Instrctn/JSBS	4,485.00
334813	1	STROUPE, ERIC	Serv& Op/Instrctn/JSBS	1,015.00
334814	1	MILANINO, GRACIELA	Serv& Op/Instrctn/Mission	129.00
334815	1	MILANINO, GRACIELA	Serv& Op/Instrctn/Mission	700.00
334816	1	MILANINO, GRACIELA	Serv& Op/Instrctn/Mission	50.00
334817	1	MILDREW, JULIE	Serv& Op/Instrctn/St Edwrd	592.00
334818	1	PERMA-BOUND	Bks&Ref /Libr&Med/DJAMS	465.00
334819	1	PERMA-BOUND	Bks&Ref /Libr&Med/BAMS	3,000.00
334820	1	PEARSON EDUCATION	K-12Text/Instrctn/LRMS	3,512.59
334821	1	MILDREW, JULIE	Serv& Op/Instrctn/St Edwrd	773.00
334822	1	WALSH, KATHLEEN	Serv& Op/Instrctn/Mission	79.00
334823	1	WALSH, KATHLEEN	Serv& Op/Instrctn/Mission	185.00
334824	1	ISTE	Serv& Op/Instrctn/St Edwrd	756.00
334825	1	ASCD	Serv& Op/Instrctn/JSBS	493.00
334826	1	HOUGHTON MIFFLIN HARCOURT	9-12Text/Instrctn/Dstrctwd	17,500.00
334827	1	FOLLETT LIBRARY RESOURCES	K-12Text/Instrctn/BAMS	1,600.00
334828	1	GOLDEN RULE BINDERY	K-12Text/Instrctn/VDMMS	450.00
334829	1	FOLLETT LIBRARY RESOURCES	InstMtls/Enterprs/BAMS	6,000.00
334830	1	FOLLETT LIBRARY RESOURCES	InstMtls/Instrctn/Lgna Nig	500.00
334831	1	STOELTING CO	SpplsNonI/PsychSer/Dstrctwd	1,292.60
334832	1	FOLLETT LIBRARY RESOURCES	InstMtls/Instrctn/Hiddn Hl	1,784.70
334833	1	MHS RESEARCH DEPARTMENT	SpplsNonI/PsychSer/Dstrctwd	279.88
334834	1	PEARSON ASSESSMENTS	SpplsNonI/PsychSer/Dstrctwd	2,131.24
334835	1	PRO-ED	SpplsNonI/PsychSer/Dstrctwd	253.20

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2013-14 =====\*  
Board of Trustees Meeting.....JUNE 11, 2014

PO No.	Fund	Vendor	Description	Amount
334836	1	PSYCHOLOGICAL ASSESSMENT RES	SplsNonI/PsychSer/Dstrctwd	678.00
334837	1	RIVERSIDE PUBLISHING CO	SplsNonI/PsychSer/Dstrctwd	2,504.62
334838	1	ACTIVE NETWORK	Serv& Op/Bus/Fisc/Dstrctwd	8,586.39
334839		VOID	VOID	0.00
334840	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/San Juan	840.48
334841	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/RH Dana	719.23
334842	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Hiddn Hl	223.58
334843	1	LAKESHORE LEARNING MATERIALS	InstMtls/SDCInstr/Dstrctwd	186.65
334844	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/FNMS	86.15
334845		VOID	VOID	0.00
334846	1	SCHOLASTIC	InstMtls/Instrctn/Concordi	541.00
334847	1	JIM'S MUSIC CENTER	NonCapEq/Instrctn/SJHHS	3,671.46
334848	1	DIDAX INC	InstMtls/SE0thIns/Dstrctwd	55.00
334849		VOID	VOID	0.00
334850	1	CULVER-NEWLIN	SplsNonI/Sch Adm /SJHHS	1,792.52
334851	1	CULVER-NEWLIN	SplsNonI/Sch Adm /SJHHS	2,148.23
334852	1	CULVER-NEWLIN	InstMtls/Instrctn/San Juan	322.92
334853	1	CULVER-NEWLIN	SplsNonI/Libr&Med/SCHS	547.67
334854	1	CULVER-NEWLIN	SplsNonI/Sch Adm /RH Dana	409.86
334855	1	BJ BINDERY	Serv& Op/Grph Art/Dstrctwd	4,000.00
334856	25	SAF-COM SUPPLY	NonCapEq/Fac Acq /LRMS	2,400.84
334857	25	SAF-COM SUPPLY	NonCapEq/Fac Acq /SJHHS	6,033.91
334858	25	PYRAMID WIRE & CABLE INC.	InstMtls/Fac Acq /LRMS	13,419.38
334859	25	PYRAMID WIRE & CABLE INC.	NonCapEq/Fac Acq /SJHHS	21,763.23
334860	25	BARRETT-ROBINSON INC	InstMtls/Fac Acq /SJHHS	4,167.60
334861	25	BARRETT-ROBINSON INC	InstMtls/Fac Acq /SJHHS	2,197.68
334862	1	PRO PHOTO CONNECTION INC	InstMtls/Instrctn/Dstrctwd	432.12
334863	1	GOV CONNECTION INC	SplsNonI/PuplTran/Dstrctwd	259.10
334864	1	TEL TEC SECURITY SYSTEMS INC	NonCapEq/Enterprs/DHHS	29,925.48
334865	1	DIGITAL NETWORKS GROUP INC	Rntl:Oth/Sch Adm /SJHHS	678.75
334866	25	DIVISION OF STATE ARCHITECT	BI:DSA /Fac Acq /SJHHS	9,694.80
334867	25	DIVISION OF STATE ARCHITECT	BI:DSA /Fac Acq /LRMS	5,077.03
334868	25	KNOWLAND CONSTRUCTION SERVICES	BI:Inspc/Fac Acq /SJHHS	17,607.60
			BI:Inspc/Fac Acq /LRMS	8,672.40
334869	25	CMS COMMUNICATIONS INC	InstMtls/Fac Acq /LRMS	376.00
334870	25	CMS COMMUNICATIONS INC	InstMtls/Fac Acq /SJHHS	752.00
334871	1	ZOOMARS	FieldTrp/SDCInstr/Dana ENF	195.00
334872	1	STATE WATER RESOURCE CTRL BRD	Serv& Op/Dist Veh/Dstrctwd	582.00
334873	1	CERTIFIED TRANSPORTATION	Charter /DW Undst/Dstrctwd	15,000.00
334874	1	FIRST STUDENT	Charter /DW Undst/Dstrctwd	25,000.00
334875	1	TRANSPORTATION CHARTER SERVICE	Charter /DW Undst/Dstrctwd	5,000.00
334876	1	JONES-CAMPBELL CO	SplsNonI/Sch Adm /SJHHS	2,149.11
334877	25	JONES-CAMPBELL CO	NonCapEq/Fac Acq /SJHHS	13,400.64
334878	23	US BANK NATIONAL ASSOCIATION	Serv& Op/Fac Acq /Dstrctwd	770.00
334879	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/FNMS	14,171.00
334880	1	ABOVE ALL NAMES CONSTRUCTION	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
334881	1	ABOVE ALL NAMES CONSTRUCTION	Rntl:Oth/RR:Bldgs/Reilly	5,501.25
334882	1	GANAHL LUMBER	SplsNonI/RR:Bldgs/Dstrctwd	10,082.73
334883	1	COASTAL BLUE	Rntl:Oth/RR:Bldgs/Dstrctwd	25.92
334884	1	STAFFREHAB	NPA /NPA /Dstrctwd	20,000.00

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2013-14 =====\*  
Board of Trustees Meeting.....JUNE 11, 2014

PO No.	Fund	Vendor	Description	Amount
334885	1	ORANGE COUNTY FIRE AUTHORITY	Rntl:Oth/RR:Bldgs/Dstrctwd	385.00
334886	1	SEPULVEDA BLDG MATERIALS	SpplsNonI/RR:Bldgs/Dstrctwd	10,000.00
334887	1	ORANGE COUNTY DEPT OF EDUC	Serv& Op/TIS /Dstrctwd	1,500.00
334888	1	KEENAN & ASSOCIATES	PrepdExp/Undesig /Dstrctwd	18,107.00
334889	1	BOSE CORPORATION	NonCapEq/Instrctn/Dstrctwd	1,291.66
334890	1	PATHWAY COMMUNICATIONS LTD.	InstMtls/Instrctn/NHMS	170.64
334891	1	PATHWAY COMMUNICATIONS LTD.	NonCapEq/Instrctn/Bergeson	458.78
334892	1	CAMCOR INC	InstMtls/Instrctn/Las Palm	1,467.07
334893	1	PATHWAY COMMUNICATIONS LTD.	InstMtls/Instrctn/LRMS	883.22
334894	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/Pup Serv/Kinoshta	10.00
334895		VOID	VOID	0.00
334896	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Tijeras	694.00
334897	1	ENVIRONMENTAL NATURE CENTER	FieldTrp/Instrctn/LadraElm	819.00
334898	1	ORANGE COUNTY DEPT OF EDUCAT	FieldTrp/Instrctn/GrgWhite	2,520.00
334899	1	GUIDED DISCOVERIES	FieldTrp/Instrctn/Concordi	1,880.00
334900	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/Sch Adm /Del Obis	2,000.00
334901	12	SPARKLETTES	SpplsNonI/Sch Adm /Dstrctwd	800.00
334902	1	ENVIRONMENTAL NATURE CENTER	FieldTrp/Instrctn/RH Dana	348.00
334903	1	HUDL	Serv& Op/CurAthlt/ANHS	2,333.00
334904	1	HUDL	Serv& Op/CurAthlt/ANHS	100.00
334905	1	SWEETMAN SYSTEMS	Serv& Op/SE0thIns/Dstrctwd	2,381.40
334906	1	DELL COMPUTER	NonCapEq/Instrctn/DHHS	12,278.40
334907	1	LYNDA COM	InstMtls/Instrctn/LRMS	250.00
334908	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Dstrctwd	3,105.82
334909	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Lobo	361.80
334910	1	DELL COMPUTER	InstMtls/SE0thIns/Dstrctwd	512.31
334911	1	DELL COMPUTER	NonCapEq/FacPlann/Dstrctwd	1,888.51
334912	1	APPLE COMPUTER INC	InstMtls/SE0thIns/Dstrctwd	433.92
334913	1	APPLE COMPUTER INC	InstMtls/SE0thIns/Dstrctwd	52.92
334914	1	APPLE COMPUTER INC	InstMtls/SE0thIns/Dstrctwd	433.92
334915	1	APPLE COMPUTER INC	InstMtls/SDCInstr/Dana ENF	82.08
334916	1	APPLE COMPUTER INC	InstMtls/SE0thIns/Dstrctwd	541.92
334917	1	ENHANCED VISION	NonCapEq/Aid:Inst/Dstrctwd	2,346.60
334918	1	BUSINESS INTERPRISE	CnsltNon/GuidCnsl/Dstrctwd	6,000.00
334919	1	NATIONAL ASSOCIATION FOR	Dues&Mmb/PuplTran/Dstrctwd	100.00
334920	1	AVES AUDIO VISUAL SYSTEMS	SpplsNonI/Libr&Med/BAMS	237.60
334921	1	PATHFINDERS	Serv& Op/Instrctn/MssHills	330.00
334922	1	CITY OF SAN CLEMENTE	Serv& Op/Instrctn/Marblehd	1,200.00
334923	1	ORANGE COUNTY SCH BOARDS ASSN	CnfrNonI/Board /Dstrctwd	96.00
			CnfrNonI/Supt /Dstrctwd	32.00
334924	1	GREAT AMERICAN LUNCH BOX, THE	InstMtls/Instrctn/Dstrctwd	4,000.00
334925	1	JONES SCHOOL SUPPLY CO INC	SpplsNonI/Sch Adm /Las Palm	183.55
334926	1	JUNIPERO SERRA HIGH SCHOOL ASB	InstMtls/Instrctn/Dstrctwd	176.00
334927	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/Pup Serv/AVMS	10.00
334928	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Viejo	347.00
334929	25	PRESIDIO NETWORKED SOLUTIONS	BI:Arch /Fac Acq /Dstrctwd	26,957.19
334930	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/Pup Serv/Bergeson	10.00
334931	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/Sch Adm /Tesoro	150.00
334932	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/MFMS	150.00
			CnfrNonI/GuidCnsl/MFMS	150.00

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2013-14 =====\*  
Board of Trustees Meeting.....JUNE 11, 2014

PO No.	Fund	Vendor	Description	Amount
334933	1	SADDLEBACK COLLEGE	Serv& Op/Instrctn/Serra	1,003.50
334934	1	UC REGENTS	Conf:Ins/Instrctn/BAMS	600.00
334935	1	SMART & FINAL IRIS #399	SpplsNonI/Sch Adm /Hiddn Hl	200.00
334936	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/LRMS	3,000.00
334937	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Moulton	3,000.00
334938	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/MFMS	2,000.00
334939	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/CVHS	1,000.00
334940	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/BAMS	3,000.00
334941	1	GOPHER ATHLETIC	InstMtls/Instrctn/VdelMarE	269.50
334942	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/Instrctn/DHHS	13,770.00
334943	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/Sch Adm /Malcom	9,180.00
334944	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/Sch Adm /Kinoshta	120.00
334945	1	SCHOOL OUTFITTERS.COM	InstMtls/Instrctn/Tesoro	295.82
334946	12	DISCOUNT SCHOOL SUPPLY	InstMtls/Instrctn/Dstrctwd	3,654.64
334947	1	COSTCO S.J.C.	SpplsNonI/GuidCnsl/Del Obis	152.25
334948	1	SMART & FINAL IRIS #399	SpplsNonI/GuidCnsl/Del Obis	50.00
334949	1	SO CA EDISON CO	Op&Hskpg/Opr:Util/Dstrctwd	375,000.00
334950	1	SOUND IMAGE	Rntl:Oth/RR:Bldgs/Dstrctwd	691.20
334951	1	COSTCO S.J.C.	St Rcpts/Undesig /Dstrctwd	66,651.98
334952	13	A & R WHOLESALE DISTRIBUTORS	FdProcCm/FoodServ/Dstrctwd	200,000.00
334953	13	A & R WHOLESALE DISTRIBUTORS	FdProcCm/FoodServ/Dstrctwd	80,000.00
334954	1	ADVANCED KEYBOARD TECH INC	InstMtls/SE0thIns/Dstrctwd	237.72
334955	1	PHONAK INC	NonCapEq/HlthServ/Dstrctwd	1,591.40
334956	1	ADVANCED BIONICS	SpplsNonI/HlthServ/Dstrctwd	176.60
334957	1	NAVIANCE INC	Serv& Op/SupvAdmn/Dstrctwd	1,275.14
334958		VOID	VOID	0.00
334959	1	PHONAK INC	NonCapEq/HlthServ/Dstrctwd	7,142.60
334960	1	SAN JOAQUIN CTY OFFICE OF EDUC	CnfrNonI/StDev In/Dstrctwd	600.00
334961	1	SAN JOAQUIN CTY OFFICE OF EDUC	CnfrNonI/SupvAdmn/Dstrctwd	600.00
334962	1	ORANGE COUNTY SHERIFF DEPT	Serv& Op/Security/Dstrctwd	359.01
334963	1	ORANGE COUNTY DEPT OF EDUC	Serv& Op/Instrctn/Lobo	658.00
334964	1	ORANGE COUNTY DEPT OF EDUC	Serv& Op/Instrctn/Benedict	640.75
334965	13	GOLD STAR FOODS INC	Food Dry/FoodServ/Dstrctwd	25,000.00
334966	13	SYSCO RIVERSIDE INC.	Food Dry/FoodServ/Dstrctwd	15,000.00
334967	1	TERRY & ANNA KWIT	Serv& Op/Spch Aud/Dstrctwd	3,120.00
334968	1	AUGUSTIN EGELSEE LLP	Legal /SupvAdmn/Dstrctwd	4,200.00
334969	1	WINGARD, RICHARD AND LORENA	Serv& Op/HlthServ/Dstrctwd	225.00
334970	13	A & R WHOLESALE DISTRIBUTORS	Food Dry/FoodServ/Dstrctwd	25,000.00
334971	1	LUCKETT, GERARD & SANDY	Serv& Op/HlthServ/Dstrctwd	1,080.00
334972	13	PLASTIC PACKAGE INC.	Food Sup/FoodServ/Dstrctwd	3,000.00
334973	1	FOLLETT LIBRARY RESOURCES	InstMtls/Instrctn/Hiddn Hl	1,000.00
334974	13	A & R WHOLESALE DISTRIBUTORS	Food Dry/FoodServ/Dstrctwd	40,000.00
334975	1	BERKOWITZ, SUSAN	CnsltNon/Spch Aud/Dstrctwd	1,000.00
334976	13	HOLLANDIA DAIRY INC.	FdPrshbl/FoodServ/Dstrctwd	260,000.00
334977	1	MICHELLE ORTEGA, LAW OFFICE OF	Legal /SupvAdmn/Dstrctwd	6,872.00
334978	1	B & H PHOTOGRAPHY	InstMtls/Libr&Med/BAMS	196.75
334979	1	WENGER CORPORATION	NonCapEq/Instrctn/SCHS	731.60
334980	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/Dstrctwd	3,083.29
334981	1	TEACHERS CURRICULUM INS	InstMtls/Instrctn/SMS	840.72
334982	1	LEARNING A-Z	InstMtls/Instrctn/ArroyoEl	280.64

Board of Trustees Purchase Order Listing  
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PO No.	Fund	Vendor	Description	Amount
334983	1	FACILITIES PROTECTION SYSTEMS	Rntl:Oth/RR:Bldgs/Dstrctwd	2,142.00
334984	1	FISKE, CRAIG AND MARY	Serv& Op/Spch Aud/Dstrctwd	28,320.00
334985		VOID	VOID	0.00
334986	1	WESTONE LABORATORIES INC	SplsNonI/HlthServ/Dstrctwd	45.00
334987	1	BOOKSOURCE INC, THE	InstMtls/Instrctn/Concordi	96.55
334988		VOID	VOID	0.00
334989	11	PEARSON EDUCATION	InstMtls/Instrctn/Dstrctwd	773.62
334990	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Tesoro	723.60
334991	1	EDGEWOOD PRESS INC	InstMtls/Instrctn/Las Palm	649.08
334992	1	BADEN SPORTS INC	InstMtls/Instrctn/Malcom	85.60
334993	1	BADEN SPORTS INC	InstMtls/Instrctn/Bathgate	293.76
334994	1	CARD INTEGRATORS	SplsNonI/PuplTran/Dstrctwd	1,814.16
334995	1	ENABLEMART	InstMtls/SE0thIns/Dstrctwd	162.59
334996	1	AP BY THE SEA	PrepdExp/Undesig /Dstrctwd	740.00
334997	1	AP BY THE SEA	PrepdExp/Undesig /Dstrctwd	760.00
334998	1	TROXELL COMMUNICATIONS INC	NonCapEq/Instrctn/San Juan	2,082.24
334999	1	TROXELL COMMUNICATIONS INC	NonCapEq/Instrctn/Las Palm	2,082.24
335000	1	CDWG Inc	InstMtls/Instrctn/Las Palm	22,490.40
335001	1	CDWG Inc	InstMtls/Instrctn/VdelMarE	10,283.59
335002	1	CDWG Inc	InstMtls/Instrctn/SMS	10,120.68
335003	1	CDWG Inc	InstMtls/Instrctn/VdelMarE	12,283.17
335004	1	360 PRINT MEDIA	SplsNonI/Purch /Dstrctwd	3,474.07
335005	1	CDWG Inc	InstMtls/Instrctn/NHMS	3,713.52
335006		VOID	VOID	0.00
335007	1	CDWG Inc	InstMtls/Instrctn/San Juan	19,424.55
335008	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	41,094.20
335009	1	DELL COMPUTER	InstMtls/CurAthlt/ANHS	189.21
335010	1	DELL COMPUTER	NonCapEq/Instrctn/CVHS	2,143.52
335011	1	DELL COMPUTER	NonCapEq/Instrctn/Lgna Nig	3,274.24
335012	1	DELL COMPUTER	NonCapEq/SupvAdmn/Dstrctwd	1,202.37
335013	1	DELL COMPUTER	NonCapEq/Instrctn/CVHS	28,497.40
335014	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/SupvAdmn/Dstrctwd	464.40
335015	1	DELL COMPUTER	NonCapEq/Sch Adm /SCHS	5,121.60
335016	1	DELL COMPUTER	NonCapEq/Instrctn/San Juan	11,245.95
335017	1	APPLE COMPUTER INC	InstMtls/SE0thIns/Dstrctwd	541.92
335018	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Benedict	3,256.20
335019	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/AVMS	2,937.60
335020	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/BAMS	2,295.00
335021	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Concordi	1,836.00
335022	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Concordi	459.00
335023	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/AVMS	669.60
335024	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Del Obis	4,017.60
335025	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Serra	4,644.00
335026	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/SE0thIns/Dstrctwd	367.20
335027	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Enterprs/NHMS	734.40
335028	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Tesoro	918.00
335029	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/DJAMS	800.00
335030	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/FNMS	1,857.60
335031	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/CVHS	464.40
335032	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Tesoro	723.60

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2013-14 =====\*  
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PO No.	Fund	Vendor	Description	Amount
335033	1	SNAP-ON TOOLS CORP	InstMtls/Instrctn/ANHS	146.66
335034	1	US GAMES	InstMtls/Instrctn/DJAMS	1,542.19
335035	1	OFFICE DEPOT	InstMtls/Instrctn/ANHS	5,000.00
335036	1	LIFETRENDS GROUP	SplsNonI/Sch Adm /CVHS	1,433.55
335037		VOID	VOID	0.00
335038		VOID	VOID	0.00
335039	1	STEVE GASKEY	Rntl:Oth/RR:Bldgs/CVHS	12,715.00
335040	1	BUILDING BLOCK ENTERTAINMENT	Serv& Op/Instrctn/Las Palm	895.00
335041	1	BEYOND TECHNOLOGY	Serv& Op/Instrctn/Fatima	2,388.00
335042	1	TARGETSUCCESS INC	Serv& Op/Prsnl:HR/Dstrctwd	19,000.00
335043	1	CAMPCO	Serv& Op/Instrctn/Las Palm	3,885.00
335044	1	CAMBIUM LEARNING TECHNOLOGIES	InstMtls/Instrctn/Dstrctwd	238,300.00
335045	1	BMI	InstMtls/Instrctn/NHMS	228.00
335046	1	CAMCOR INC	InstMtls/Instrctn/BAMS	1,467.07
335047	1	CAMCOR INC	InstMtls/Instrctn/OsoGrand	1,467.07
335048	1	CALIFORNIA WESTERN VISUALS	InstMtls/Instrctn/SCHS	205.20
335049		VOID	VOID	0.00
335050	1	PATHWAY COMMUNICATIONS LTD.	NonCapEq/Instrctn/AVMS	883.22
335051	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/Dstrctwd	3,200.00
			NonCapEq/Instrctn/Dstrctwd	6,092.79
335052	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/Dstrctwd	5,509.38
335053	13	MILLER MECHANICAL	Refrig /FoodServ/Dstrctwd	15,000.00
335054	1	TROXELL COMMUNICATIONS INC	NonCapEq/Instrctn/Hiddn Hl	2,082.24
335055	1	TROXELL COMMUNICATIONS INC	NonCapEq/Instrctn/Dstrctwd	1,041.12
335056		VOID	VOID	0.00
335057	1	TROXELL COMMUNICATIONS INC	InstMtls/Instrctn/DJAMS	1,041.12
335058	1	SOUTHWEST SCHOOL SUPPLY	SplsNonI/Sch Adm /Del Obis	3,938.76
335059	1	TROXELL COMMUNICATIONS INC	NonCapEq/Enterprs/FNMS	1,041.12
335060	1	TROXELL COMMUNICATIONS INC	NonCapEq/Instrctn/VDMMS	5,016.60
			NonCapEq/Instrctn/VdelMarE	2,006.64
335061	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/GrgWhite	820.80
335062	1	PRO-ED	InstMtls/Instrctn/FNMS	71.23
335063		VOID	VOID	0.00
335064	1	AMANUENSIS BRAILLE	InstMtls/SEOthIns/Dstrctwd	50.00
335065	1	DAMAND PROMOTIONS	InstMtls/Instrctn/Dstrctwd	64,028.03
335066	1	CAMCOR INC	InstMtls/Instrctn/Malcom	1,198.12
335067	1	SI & A	InstMtls/Instrctn/Dstrctwd	14,543.10
335068	1	SOLUTION TREE INC	InstMtls/Instrctn/Dstrctwd	5,965.96
335069	1	IMAGINE LEARNING INC	InstMtls/Instrctn/Tijeras	162.00
335070	1	IMAGINE LEARNING INC	InstMtls/Instrctn/AVMS	486.00
335071	1	IMAGINE LEARNING INC	InstMtls/Instrctn/Serra	810.00
335072	1	IMAGINE LEARNING INC	InstMtls/Instrctn/Lgna Nig	810.00
335073	1	EASTBAY TEAM SALES	InstMtls/CurAthlt/ANHS	4,757.40
335074	1	EASTBAY TEAM SALES	InstMtls/CurAthlt/ANHS	1,151.72
335075	1	MIRA VIA LLC	InstMtls/Instrctn/Dstrctwd	3,932.25
335076	1	SOUTHWEST SCHOOL SUPPLY	SplsNonI/Sch Adm /SMS	154.44
335077	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/DJAMS	200.00
335078	1	GOSSELIN, ERIC	InstMtls/Instrctn/FNMS	649.98
335079	1	YOGI, STACY	SplsNonI/PrntPart/Dstrctwd	1,915.02
335080	1	REIMER, NONA	FieldTrp/Instrctn/Malcom	750.00



Board of Trustees Purchase Order Listing  
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PO No.	Fund	Vendor	Description	Amount
335081	1	SPORT CHALET	InstMtls/CurAthlt/SCHS	4,986.18
			InstMtls/Instrctn/SCHS	262.43
335082	1	JOSTENS	SpplsNonI/Instrctn/Dstrctwd	427.74
335083	1	COMPLETE OFFICE OF CA	SpplsNonI/PuplTran/Dstrctwd	1,515.02
335084	1	LOOSE IN THE LAB	InstMtls/Enterprs/NHMS	260.64
335085		VOID	VOID	0.00
335086	1	CAMCOR INC	NonCapEq/Instrctn/BAMS	1,712.44
335087	1	PATHWAY COMMUNICATIONS LTD.	InstMtls/Instrctn/Bergeson	341.28
335088	1	IMAGE 2000	InstMtls/Instrctn/Tesoro	435.50
335089	1	FREY SCIENTIFIC CO	InstMtls/Enterprs/NHMS	270.19
335090	1	EAGLE SOFTWARE	CnfrNonI/TIS /Dstrctwd	400.00
335091	12	APPLE COMPUTER INC	InstMtls/Instrctn/Dstrctwd	2,603.52
335092	1	CDWG Inc	InstMtls/Instrctn/DJAMS	5,713.10
335093	1	CDWG Inc	InstMtls/Instrctn/Hiddn Hl	20,241.36
335094	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Viejo	33,050.47
335095		VOID	VOID	0.00
335096	1	SHEFFIELD POTTERY	InstMtls/Instrctn/CVHS	8,213.52
335097		VOID	VOID	0.00
335098	1	BARNES & NOBLE	InstMtls/Instrctn/Concordi	1,500.00
335099	1	HAAN CRAFTS	InstMtls/Instrctn/DJAMS	250.00
335100	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/BAMS	540.00
335101	1	APPLE COMPUTER INC	InstMtls/Instrctn/Castille	6,086.40
335102	1	GOPHER ATHLETIC	InstMtls/Instrctn/CVHS	494.75
335103	1	BERTRAND'S HORN IMPROVEMENT	InstMtls/Instrctn/BAMS	540.00
335104	11	WESTERN ASSOC SCH & COL	SpplsNonI/Sch Adm /Dstrctwd	150.00
335105	1	NASCO WEST	InstMtls/Instrctn/CVHS	294.03
335106	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/Las Palm	1,200.00
335107	1	SHOUP, GARY	Serv& Op/Instrctn/STBRKK-6	804.61
335108	1	GOPHER ATHLETIC	InstMtls/Instrctn/Castille	581.36
335109	1	NASCO WEST	InstMtls/Instrctn/Serra	600.00
335110	1	MARKERBOARD PEOPLE	InstMtls/Instrctn/ANHS	121.50
335111	1	MARKERBOARD PEOPLE	InstMtls/Instrctn/Del Obis	1,674.00
335112	1	NASCO WEST	InstMtls/Instrctn/CVHS	89.86
335113	1	ORIENTAL TRADING CO	InstMtls/Instrctn/LRMS	189.66
335114	1	1800WHEELCHAIR.COM	InstMtls/SE0thIns/Dstrctwd	97.20
335115	1	1800WHEELCHAIR.COM	InstMtls/SE0thIns/Dstrctwd	31.32
335116	1	U S MEDICAL SUPPLIES	SpplsNonI/HlthServ/Dstrctwd	606.83
335117	1	SUPER DUPER INC.	InstMtls/SE0thIns/Dstrctwd	398.00
335118	1	DICK BLICK WEST	InstMtls/Instrctn/ANHS	78.74
335119	1	EAI EDUCATION	InstMtls/Instrctn/CVHS	36.11
335120	1	DICK BLICK WEST	InstMtls/Instrctn/SCHS	1,696.16
335121	70	EXECUTIVE ENVIRONMENTAL SVCS	Serv& Op/Enterprs/Dstrctwd	1,037.38
335122	1	LITERACY EMPOWERMENT	InstMtls/Instrctn/Chaparal	1,442.40
335123	1	FOLLETT EDUCATIONAL SERVICES	InstMtls/Instrctn/Dstrctwd	6,055.83
335124	1	AMSTERDAM PRINTING & LITHO	InstMtls/Instrctn/San Juan	41.08
335125	1	INSIGHT SYSTEMS EXCHANGE	SpplsNonI/Prsnl:HR/Dstrctwd	74.52
335126	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/SE0thIns/Dstrctwd	361.80
335127	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Dstrctwd	35,622.72
335128	1	GONZALES, JENNY	Conf:Ins/Instrctn/MFMS	250.00
335129	1	CDWG Inc	InstMtls/RSPInstr/VDMMS	1,142.62

Board of Trustees Purchase Order Listing  
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PO No.	Fund	Vendor	Description	Amount
335130	1	MEDCO SCHOOL FIRST AID	InstMtls/CurAthlt/ANHS	353.35
335131	1	PLAY WITH A PURPOSE	InstMtls/Instrctn/Hiddn Hl	83.71
335132	1	GOPHER ATHLETIC	InstMtls/Instrctn/Bathgate	61.99
335133	1	WARE GROUP, THE	InstMtls/Instrctn/Lgna Nig	3,300.00
335134	1	JFK TRANSPORTATION CO INC	Charter /DW Undst/Dstrctwd	25,000.00
335135	1	BUSWEST	Ppl Tran/PuplTran/Dstrctwd	50,000.00
335136		VOID	VOID	0.00
335137	1	DELL COMPUTER	InstMtls/Instrctn/Moulton	11,622.80
335138	1	DELL COMPUTER	InstMtls/Instrctn/Dstrctwd	11,954.88
335139	1	DELL COMPUTER	InstMtls/Instrctn/Del Obis	24,906.00
335140	1	TIFCO INDUSTRIES	Ppl Tran/PuplTran/Dstrctwd	3,350.00
			SpplsNonI/Dist Veh/Dstrctwd	1,650.00
335141	1	PREMIER SCHOOL AGENDAS	InstMtls/Instrctn/San Juan	4,341.43
335142	1	POSITIVE PROMOTIONS	InstMtls/Instrctn/San Juan	61.43
335143	1	SADDLEBACK VALLEY USD	FieldTrp/Instrctn/Moulton	1,440.00
335144	1	SOUTHERN CA ADVANCED PHYSICS	Conf:Ins/Enterprs/DHHS	375.00
335145	1	PALI MOUNTAIN INSTITUTE	FieldTrp/Instrctn/OsoGrand	5,950.00
335146	1	PAXTON/PATTERSON	InstMtls/Instrctn/Dstrctwd	6,903.92
335147	1	IMAGE 2000	InstMtls/Instrctn/OsoGrand	261.20
335148	1	AP BY THE SEA	PrepdExp/Undesig /Dstrctwd	1,480.00
335149	1	AP BY THE SEA	PrepdExp/Undesig /Dstrctwd	740.00
335150	1	AP BY THE SEA	PrepdExp/Undesig /Dstrctwd	740.00
335151	1	SCHOOL SERVICES OF CALIFORNIA	CnfrNonI/StaffNeg/Dstrctwd	270.00
335152	1	POSITIVE PROMOTIONS	SpplsNonI/Pub Info/Dstrctwd	625.89
335153	1	SPORTS FACILITIES GROUP INC	F&EInstl/Enterprs/SJHHS	25,000.00
335154	1	SCHOOL SERVICES OF CALIFORNIA	SpplsNonI/Bus/Fisc/Dstrctwd	400.00
335155	1	US BANK	SpplsNonI/DW Undst/Dstrctwd	100,000.00
335156	1	SOUTHWEST SCHOOL SUPPLY	St Rcpts/Undesig /Dstrctwd	16,936.91
335157	1	SHAMROCK SUPPLY CO INC	St Rcpts/Undesig /Dstrctwd	346.03
335158	1	SOUTHWEST BINDING & LAMINATING	St Rcpts/Undesig /Dstrctwd	5,751.00
335159	1	SPICERS PAPER CO	St Rcpts/Undesig /Dstrctwd	3,402.00
335160	1	VORTEX	Rntl:Oth/PuplTran/Dstrctwd	1,500.00
335161	1	CULVER-NEWLIN	NonCapEq/Instrctn/Oxford	7,490.75
335162		VOID	VOID	0.00
335163	1	IT'S ELEMENTARY	InstMtls/Instrctn/San Juan	89.62
335164	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/FNMS	409.16
335165	1	GEIGER	InstMtls/Instrctn/Del Obis	1,199.24
335166	1	APPLE COMPUTER INC	InstMtls/Instrctn/Kinoshta	867.84
335167	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Tesoro	196.83
335168	1	APPLE COMPUTER INC	SpplsNonI/Enterprs/SMS	20.52
335169	1	REHABMART LLC	NonCapEq/SE0thIns/Dstrctwd	4,687.10

360 Purchase Orders \$2,764,438.83



Board of Trustees Warrant Listing  
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Warrant Number	Name of Payee	Reference Number	Amount
196728	BENS ASPHALT	PO-330595	3,000.00
196729	BERGMAN DACEY GOLDSMITH	PO-332491	776.25
196730	CONSOLIDATED ELECT DISTR	PO-330433	211.97
196731	E. STEWART AND ASSOCIATES	PO-330434	893.52
		PO-333943	6,506.48
196732	GILBERT & STEARNS INC	PO-331567	1,510.11
196733	MOULTON NIGUEL WATER	PO-330245	4,435.75
196734	PACIFIC ROOFING SYSTEMS	PO-331129	20,922.00
196735	SAN DIEGO GAS & ELECTRIC	PO-330248	29,121.69
196736	SANTA MARGARITA WATER	PO-330247	1,526.50
196737	SO CAL GAS CO	PO-330249	3,727.41
196738	SOUTH COAST WATER DISTRICT	PO-334188	2,125.85
196739	WEST COAST ARBORISTS INC.	PO-331960	159.00
196740	WEST COAST ENVIRONMENTAL	PO-334535	17,170.00
196741	AKT INC	PO-334390	240.80
196742	AVES AUDIO VISUAL SYSTEMS	PO-334372	232.50
196743	B & H PHOTOGRAPHY	PO-334367	
		PO-334503	120.95
		PO-334529	156.78
196744	BAILEY MANUFACTURING	PO-334245	489.60
196745	BIOMETRICS4ALL INC	PO-330767	63.00
196746	BRIDGES TRANSITIONS CO.	PO-333606	675.00
196747	BSN SPORTS INC	PO-332223	13,140.45
196748	CALIFORNIA WESTERN VISUALS	PO-334572	307.80
196749	CAMCOR INC	PO-334559	489.02
		PO-334570	798.74
196750	CDW GOVERNMENT	PO-333262	50.58
		PO-334022	80.59
		PO-334117	11.24
		PO-334462	11,245.20
196751	DAVE BANG ASSOCIATES INC	PO-333766	12,862.94
196752	DBQ PROJECT, THE	PO-333115	1,404.00
196753	GALE/CENGAGE LEARNING	PO-334037	300.00
196754	GEIGER WEST	PO-334388	273.75
196755	HAZELDEN PUBLISHING	PO-334255	2,921.12
196756	HEINEMANN PUBLISHING	PO-334392	600.62
196757	IMAGE 2000	PO-331550	95.00
		PO-334611	513.86
196758	JOHN DEERE LANDSCAPES	PO-330417	920.69
196759	JOHNSTONE SUPPLY	PO-330418	9,356.23
196760	KENNYS AUTO UPHOLSTERY	PO-331639	201.00
196761	LAWNMOWERS ETC	PO-331572	567.41
196762	LESLIES SWIMMING POOL SUPPLY	PO-330217	1,304.05
196763	LOCAL JANITORIAL & VACUUM	PO-330206	665.44
196764	GOSSELIN, ERIC	PV-144155	649.98

Board of Trustees Warrant Listing  
\*----- Fiscal Year: 2013-14 -----\*  
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Warrant Number	Name of Payee	Reference Number	Amount
196765	MAR VAC ELECTRONICS	PO-330216	92.09
196766	OCEAN INSTITUTE	PO-333848	845.00
		PO-333965	2,350.00
		PO-334774	347.00
		PO-334776	6,600.00
196767	PARR LUMBER	PO-334342	2,218.16
196768	QUALITY TOWING	PO-331565	67.00
196769	RADIO SHACK	PO-330197	62.61
196770	SPORTS FACILITIES GROUP INC	PO-331236	875.00
196771	TRUCPAR CO	PO-330873	3,238.68
196772	VALIANT IMC	PO-334125	159.00
196773	WATERLINES TECHNOLOGIES INC	PO-331136	217.05
196774	MISSION AUTO SERVICE	PO-332068	774.43
196775	NASCO WEST	PO-334003	2.07
		PO-334405	131.27
196776	NEW PIG	PO-330858	785.40
196777	ONE STOP BINDERY	PO-330150	29.00
196778	PACIFIC GO NATURAL GAS	PO-330854	256.08
196779	PATHWAY COMMUNICATIONS LTD.	PO-334361	341.28
		PO-334373	461.69
		PO-334375	224.25
196780	PITNEY BOWES/PRESORT SERVICES	PO-330153	179.00
196781	PRUDENTIAL OVERALL SUP	PO-330144	44.09
196782	PSYCHEMEDICS	PO-330713	729.20
196783	QUALITY TOWING	PO-331565	126.00
196784	READ NATURALLY	PO-334505	1,999.00
196785	RICKS TRAILER SUPPLY	PO-331321	16.18
196786	SAFETY KLEEN CORP	PO-333140	1,078.89
196787	SEHI COMPUTER	PO-330086	204.12
196788	SOUTH COAST FAMILY MEDI CENTER	PO-330710	856.00
196789	SPICERS PAPER CO	PO-333490	874.80
196790	SUPER DUPER INC.	PO-334398	99.95
196791	TROXELL COMM INC	PO-334360	1,164.24
196792	UZIBULL	PO-334604	216.00
196793	VERNIER SOFTWARE	PO-334609	866.69
196794	VORTEX INDUSTRIES, INC.	PO-331227	2,579.35
196795	WARDS NATURAL SCIENCE	PO-333183	261.57
		PO-334027	190.48
		PO-334290	68.04
196796	WARE GROUP, THE	PO-334542	2,219.00
196797	WHITE CAP	PO-330181	939.60
196798	NEW READERS PRESS	PO-334411	252.26
196799	PRO LINGUA ASSOCIATES	PO-334437	158.48
196800	ALTERNATIVE COMMUNICATIONS	PO-332951	520.00
196801	BOYS TOWN CALIFORNIA INC.	PO-330803	826.80

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Warrant Number	Name of Payee	Reference Number	Amount
196802	CENTER FOR AUTISM RESEARCH	PO-331115	2,601.00
		PO-332358	2,791.80
196803	CRARY, BRENDA	PO-330011	3,794.40
196804	DEVEREUX TEXAS TREATMENT	PO-330679	12,865.35
196805	DEVEREUX TEXAS TREATMENT	PO-330678	9,931.56
196806	EDUCATIONAL TESTING AND	PO-330314	4,500.00
196807	GARCIA, IRMA R.	PO-330003	3,748.80
196808	GOODWILL INDUSTRIES OF ORANGE	PO-330755	14,715.00
196809	HCA BHS/PS	PO-333538	15,170.46
196810	KIDS INSTITUTE FOR DEVELOPMENT	PO-334454	4,200.00
196811	MENDE PSY.D, SYLVIA	PO-330005	6,550.08
196812	MINGUS MOUNTAIN ACADEMY	PO-330677	10,904.75
		PO-333546	10,779.75
196813	NEW HAVEN YOUTH & FAMILY	PO-332266	8,529.00
196814	PROVIDENCE SPEECH AND	PO-333883	3,770.00
		PO-334695	985.00
196815	ROBERT & SHERIE SAMUELIAN	PO-333124	9,704.40
196816	SOLIANT HEALTH INC	PO-331113	2,915.50
		PO-331114	6,634.00
		PO-333797	1,925.25
		PO-333799	4,102.75
196817	STIKA, CARREN J.	PO-330926	2,997.50
196818	WIELATH, JOSEPH AND/OR LIVIA	PO-330053	486.60
196819	YELLOWSTONE BOYS & GIRLS RANCH	PO-330750	9,176.00
196820	1-ON-1 LEARNING WITH LAPTOPS	PO-333857	1,541.61
196821	A TREE OF KNOWLEDGE	PO-332304	2,340.00
196822	ADVANCED READING SOLUTIONS LLC	PO-332301	1,650.53
196823	ALPENSAPRUE SOFTWARE INC.	PO-333180	13,357.37
196824	BESTGEN, MARY	PO-331851	586.67
196825	CAMPCO	PO-330832	2,911.42
196826	CLUB Z! IN-HOME TUTORING	PO-332299	2,447.00
196827	DEPT OF GENERAL SERVICES	PO-333391	1,075.25
196828	FRIENDLY COMMUNITY OUTREACH	PO-333888	3,150.00
196829	HOROWITZ, DEBRA L	PO-330924	100.00
196830	NICOLE MILLER & ASSOC INC	PO-330474	3,750.00
196831	YMCA OF ORANGE COUNTY	PO-330785	162.48
		PO-330923	98.86
196832	DAVIS, JEREMY	PV-144174	719.47
196833	ELLIOTT, EVANGELINE	PV-144175	18.00
196834	JOCHAM, SARA	PV-144177	367.62
196835	JOHNSON, DAWN	PV-144178	25.20
196836	MEEK, DENISE P.	PV-144179	460.00
196837	PAPA	PO-334770	80.00
196838	RICHARDSON, HEATHER	PV-144180	547.00
196839	TESKEY, KAREN	PV-144181	85.90

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Warrant Number	Name of Payee	Reference Number	Amount
196841	DANNIS WOLIVER KELLEY	PO-331676	196.00
196842	GALLAGHER & CO, ARTHUR	PV-144182	8,150.00
196843	CINTAS CORP #640	PO-331132	2,125.62
		PO-331338	812.53
196844	ADVANTAGE RADIATOR	PO-331575	715.37
196845	AIR DUCT CLEANING COMPANY	PO-334555	2,567.00
196846	AKT INC	PO-333907	240.80
196847	ALISO NIGUEL AUTO CARE	PO-332505	1,140.25
196848	AMERICAN BACKFLOW	PO-332581	266.33
196849	AMS.NET INC	PO-334593	1,276.04
196850	ASSOCIATION OF CALIFORNIA	PO-330733	780.00
196851	BETTER CHINESE LLC	PO-333898	9,120.28
196852	BJ BINDERY	PO-330147	272.00
196853	BUSWEST	PO-333079	302.76
196854	C D T INC.	PO-330401	753.25
196855	CALIFORNIA BOILER INC.	PO-332060	1,800.00
196856	CINTAS CORP #640	PO-331131	101.40
196857	CINTAS DOCUMENT MANAGEMENT	PO-331270	42.00
196858	CINTAS FIRST AID & SAFETY	PO-331130	113.56
		PO-331739	241.74
196859	CORNER TO CORNER CARPET CARE	PO-334257	3,750.00
196860	COSTCO S.J.C.	PO-333725	488.47
		PO-334537	1,643.83
196861	CREATIVE CONTRACTORS CORP	PO-331143	4,800.00
		PO-333497	800.00
196862	CROWN VALLEY TRANS	PO-331629	3,202.60
196863	CULVER-NEWLIN	PO-334423	550.80
196864	DANIELS TIRE SERVICE	PO-330869	7,726.32
196865	DBQ PROJECT, THE	PO-334524	702.00
196866	DELL MARKETING L P	PO-330080	34.55
		PO-334465	1,417.84
		PO-334485	1,336.85
196867	ADMINISTRATIVE SOFTWARE	PO-330704	2,389.20
196868	WATERLINES TECHNOLOGIES INC	PO-331136	4,940.85
196869	ABOVE ALL NAMES CONSTRUCTION	PO-334881	5,501.25
196870	CITY OF SAN JUAN CAPISTRANO	PO-330226	7,394.70
196871	COASTAL BLUE	PO-334883	25.92
196872	CONSOLIDATED ELECT DISTR	PO-330433	791.22
196873	MOULTON NIGUEL WATER	PO-330245	1,108.87
196874	ORANGE COUNTY FIRE AUTHORITY	PO-334885	385.00
196875	PACIFIC PLUMBING COMPANY OF	PO-331262	6,134.85
196876	PACIFIC ROOFING SYSTEMS	PO-331129	10,638.00
		PO-334628	11,965.00
196877	SAN DIEGO GAS & ELECTRIC	PO-330248	53,651.44

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Warrant Number	Name of Payee	Reference Number	Amount
196878	SANTA MARGARITA WATER	PO-330247	7,043.89
		PV-144212	1,606.49
196879	SO CAL GAS CO	PO-330249	16,495.69
196880	SOUTH COAST FIRE PROTECTION	PO-331245	450.00
196881	SOUTH COAST WATER DISTRICT	PO-334188	5,131.48
196882	SOUTHERN CALIFORNIA EDISON	PV-144213	2,678.04
196883	US BANK NATIONAL ASSOCIATION	PO-334797	770.00
		PO-334878	770.00
196884	DIVISION OF STATE ARCHITECT	PO-334866	9,694.80
196885	NMG GEOTECHNICAL INC	PO-334116	4,849.00
196886	ORANGE COUNTY REGISTER	PO-334686	728.16
196887	1ST JON	PO-330413	492.60
196888	DELTA EDUCATION	PO-334565	6,767.71
196889	DEMCO	PO-334545	1,321.73
196890	DENAULT'S HARDWARE	PO-330201	124.48
196891	DEWEYS HOME APPLIANCES	PO-331551	830.75
196892	DM COLOR EXPRESS	PO-332118	631.81
196893	EBERHARD EQUIPMENT	PO-330162	1,097.84
		PO-330555	1,142.86
196894	FACTORY MOTOR PARTS	PO-331557	322.07
196895	FEDERAL EXPRESS CORP	PO-330159	738.48
196896	FLINN SCIENTIFIC INC	PO-332429	165.09
196897	FREEWAY AUTO SUPPLY	PO-330860	420.63
196898	FRICTION MATERIALS CO.	PO-330870	1,756.64
196899	GANAHL LUMBER	PO-330225	1.13
		PO-334882	10,081.60
196900	GARDENING WITH KIDS	PO-334334	119.62
196901	GLEN PRODUCTS	PO-330167	2,480.22
196902	HD SUPPLY FACILITIES MAINTN	PO-330233	547.37
196903	HIRSCH PIPE & SUPPLY	PO-333591	6,653.38
196904	HYDRO-SCAPE PRODUCTS INC	PO-333592	1,797.00
196905	IMAGE 2000	PO-334081	435.50
196906	INSIGHT SYSTEMS EXCHANGE	PO-334314	8,338.02
		PO-334339	349.92
		PO-334484	333.54
196907	JOSTENS	PO-333134	209.09
		PO-333227	2,291.21
196908	KELLY PAPER COMPANY	PO-334637	1,160.79
196909	KOCE-TV FOUNDATION	PO-334441	10,212.80
196910	LAWNMOWERS ETC	PO-331572	293.32
196911	LIFE TRENDS GROUP TLTG INC	PO-333984	1,151.28
196912	SCHOOL HEALTH CORPORATION	PO-334514	155.11
196913	MAACO COLLISION REPAIR & AUTO	PO-333318	580.16
196914	MAIL FINANCE	PO-330502	1,103.73
196915	MERCURY DISPOSAL SYSTEM INC	PO-331085	432.00



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Warrant Number	Name of Payee	Reference Number	Amount
196916	MOBILE FLEET WASH	PO-334258	936.00
196917	MOORE'S SEWING MACHINE	PO-333267	725.22
196918	McKENDRY DOOR SALES & SERVICE	PO-331569	3,660.00
196919	SMARDAN SUPPLY COMPANY	PO-330163	3,770.82
196920	SOUTH COAST ANSWERING SERVICE	PO-330191	349.96
196921	SOUTH COAST FAMILY MEDI CENTER	PO-330392	455.00
196922	SPICERS PAPER CO	PO-333490	3,362.71
196923	SUPPLY LINE BUILDING MATERIALS	PO-330212	33.35
196924	TONY PAINTING	PO-333868	13,875.00
196925	TRUCPAR CO	PO-330873	1,215.99
196926	WHITE CAP	PO-330181	148.18
196927	OFFICE DEPOT	PO-331053	43.18
196928	CALIFORNIA WEEKLY EXPLORER INC	PO-330446	1,360.00
		PO-330451	1,360.00
		PO-332637	1,045.00
196929	DISCOVERY SCIENCE CENTER	PO-334777	1,247.00
196930	NATIONAL AUTISM RESOURCES	PO-334413	59.76
196931	PERMA-BOUND	PO-334531	189.10
196932	PYRAMID WIRE & CABLE INC.	PO-330164	644.98
196933	SCHOLASTIC INC	PO-334522	160.38
196934	SMOG EXPRESS	PO-331238	103.90
196935	OPPORTUNITY FOR LEARNING	PV-144215	6,255.18
196936	CAPISTRANO UNIFIED SCHOOL DIST	PO-330320	75,811.09
196937	MAIL FINANCE	PO-330502	1,103.73
196938	MILLER MECHANICAL	PO-334416	5,191.44
196939	OFFICE DEPOT	PO-332149	103.07
		PO-333353	1,253.22
		PO-333543	3,546.26
		PO-334055	90.76
		PO-334091	180.70
196940	ORDOQUI CONSLTNG & LOCK	PO-334642	3,024.00
196941	PYRAMID WIRE & CABLE INC.	PO-330164	3,380.79
196942	ULINE	PO-330154	471.31
196943	VEX ROBOTICS INC	PO-334673	1,041.46
196944	ALARCON, EMMA	PV-144218	19.00
196946	GONZALES, JENNY	PV-144222	251.77
196947	HOWARD, ANDREA	PV-144223	25.89
196948	HUFFMAN, MARIE	PV-144224	60.00
196949	JOSEPHS, GABRIELA	PV-144226	15.00
196950	LERUM, MICHELLE	PV-144227	111.85
196951	LITTLE, WINTER	PV-144228	69.00
196952	MAGANA, EDWARD	PV-144229	16.00
196953	MILLER, MARIAH	PV-144230	18.00
196954	O'SULLIVAN, CAILIN	PV-144232	15.00
196955	PATTERSON, JACLYN	PV-144234	15.00

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Warrant Number	Name of Payee	Reference Number	Amount
196956	REIMER, NONA	PV-144235	750.00
196957	RODRIGUEZ, TONY	PV-144237	20.00
196958	WHEELER, RIANA	PV-144242	107.00
196959	YOGI, STACY	PV-144243	1,915.02
196960	COPE, COURTNEY	PV-144219	157.00
196961	JEYASEKAR, MARIMUTHU	PV-144225	398.00
196962	MOORE, KARA	PV-144231	240.00
196963	OWEN, CARI	PV-144233	425.00
196964	RODRIGUEZ, LINDSAY	PV-144236	187.20
196965	ROSE, ELIZABETH	PV-144238	330.00
196966	SARKISSIAN, AMY	PV-144239	153.80
196967	SHASTRI, JAYANTHI	PV-144240	393.75
196968	VALLES, ERIKA	PV-144241	460.00
196969	CORBETT, KRISTIN	PV-144220	1,081.05
196970	BANH, JULIE/NAM	PV-144244	865.54
196971	BOUCLY, CHRISTOPHER & DAWNIEL	PV-144245	374.53
196972	BRESSLER, ERIC & KATHY	PV-144246	131.71
196973	BRITSCHGI, URS &	PV-144247	263.87
196974	CANET,DONALD OR ERIN	PV-144248	241.92
196975	CIPOLLONE, JOSEPH & DEBRA	PV-144249	195.78
196976	COVINGTON, JEREMY & ALLISON	PV-144250	145.82
196977	CUHADAROGLU, MEHMET OR BELGIN	PV-144251	1,246.56
196978	FERREN, MATTHEW & KATIE	PV-144253	165.99
196979	FRAIZER, JERRY & KATHERINE	PV-144252	236.21
196980	GARCIA, ANTONIO & MICHELLE	PV-144254	112.00
196981	GARRINGER, RODNEY OR SARA	PV-144255	315.17
196982	GAU, MARY	PV-144256	255.36
196983	GUERRERO, HECTOR & GINA	PV-144257	175.17
196984	HAYES, DAVID & KATHLEEN	PV-144258	1,052.85
196985	HYLTON, CHRIS OR HERMINIA	PV-144259	197.57
196986	JUNCAJ, EMILIO & LESLI	PV-144260	131.71
196987	KESHWANI, BOB & JAYSHREE	PV-144261	208.32
196988	KLEIN, JIM & JASKOWIAK, JANNY	PV-144262	338.69
196989	LAGAS, JASON & DANIELLE	PV-144263	103.49
196990	LEWIS, JONATHAN & ROBYN	PV-144264	155.90
196991	LOUIE, DARRYL OR CATHERINE	PV-144265	318.53
196992	MARTIN, GINA	PV-144266	696.19
196993	MOHEB, MEHRDAD & NASR, NAHID	PV-144267	65.86
196994	NGUYEN, TRISHA T.	PV-144268	281.79
196995	PETERSEN, DAVID OR LORIE	PV-144269	142.58
196996	QUENGA, JOSEPH OR TRACY	PV-144270	800.13
196997	RAMOS, ELLIOT/SEPULVEDA, LYCEL	PV-144271	244.61
196998	RICHMOND, HEIDI	PV-144272	183.68
196999	RITURBAN/JOHN PAUL & ANN	PV-144273	91.17
197000	RODAS, PHILLIP AND CAROLYN	PV-144274	221.76

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Warrant Number	Name of Payee	Reference Number	Amount
197001	ROLING, ROGER OR MIKAIL	PV-144275	390.43
197002	ROTH, JAY &/OR KERI	PV-144276	282.24
197003	SEAL, SOMNATH & PUJA	PV-144277	206.98
197004	SPOTSWOOD, EVAN & JENNIFER	PV-144278	165.98
197005	SUTHERLAND, GARY & RACHEL	PV-144279	156.80
197006	TRAN, CHAU & LUONG, PHUONG	PV-144280	247.52
197007	TRITZ, RICHARD &/OR JULIE	PV-144281	174.50
197008	UNGOS, JAY AND MARIE	PV-144282	587.78
197009	WEATHERWAX, KATHY	PV-144283	465.70
197010	WINKLER, JOHN & CAROL	PV-144284	157.47
197011	ALTERNATIVE COMMUNICATIONS	PO-332951	1,872.00
197012	BERRY, SCOTT AND/OR JAIME	PO-332396	1,244.88
197013	CORNERSTONE THERAPIES	PO-333158	100.00
197014	GOODWILL INDUSTRIES OF ORANGE	PO-330755	2,595.00
		PO-332634	690.00
197015	GRANDINETTE, SHARON M.	PO-331020	928.59
197016	KARPUS, DAVID AND MARY	PO-332066	130.00
197017	KENNEY, ROBERT AND MARIE	PO-333123	8,929.50
197018	*!!#1 AT-HOME TUTORS INC	PO-333781	7,413.40
197019	ART MASTERS	PO-331421	1,881.00
197020	ART MASTERS INC	PO-330577	2,047.00
		PO-330578	1,518.00
197021	CATAPULT LEARNING WEST LLC	PO-333663	2,300.00
197022	DBQ PROJECT, THE	CM-140103	154.00-
		PO-333566	8,869.00
197023	MEET THE MASTERS INC	PO-331678	1,134.04
197024	STEIN, CHRISTINE	PO-330563	3,332.00
197025	YMCA OF ORANGE COUNTY	PO-330923	18,900.61
197026	DEBOWSKI, LISA CANAS	PV-144288	371.36
197027	INSTITUTE FOR EDUC DEVELOPMENT	PO-334536	3,206.00
197028	JOCHAM, SARA	PV-144287	217.00
197029	SLPAHADB	PO-334748	200.00
197030	SUPT OF SCHOOLS S D CO	PO-333776	800.00
		PO-333833	400.00
		PO-334459	400.00
197031	AVILA, THERESE	PV-144286	107.52
197032	BROOKMAN, JOSEPH	PV-144285	91.28
197033	KEENAN & ASSOCIATES	PO-334888	18,107.00
197034	STATE BD EQUALIZATION	PV-144369	2,090.00
197035	US BANK CORP PAYMENT SYSTEM	-	
		PV-144290	533.86
		PV-144291	3,112.00
		PV-144292	5,600.20

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197036	US BANK CORP PAYMENT SYSTEM	-	
		PV-144292	8,743.60
		PV-144293	3,903.61
197037	US BANK CORP PAYMENT SYSTEM	PV-144293	5,217.94
197038	US BANK CORP PAYMENT SYSTEM	PV-144290	42.74
197039	CAPISTRANO UNIFIED SCHOOL DIST	PO-330320	66,521.55
197040	UNUM LIFE INSURANCE	PO-330339	9,357.12
197041	CORVEL CORPORATION	PO-330400	29,167.13
197042	CERTIFIED TRANSPORTATION	PV-144295	14,881.18
197043	FIRST STUDENT INC.	PV-144294	1,473.70
197044	JOURNEYS TO THE PAST	PO-334650	400.00
197045	OCEAN INSTITUTE	PO-334896	694.00
		PO-334928	347.00
197046	ORANGE CTY DEPT EDUC	PO-334964	640.75
197047	RILEY'S FARM	PO-333992	2,091.00
197048	SADDLEBACK COLLEGE	PO-334933	1,003.50
197049	A Z BUS SALES INC	PO-330885	2,789.44
197050	ALPHA SOUND AND LIGHTING	PO-332582	325.72
197051	ASCD	PO-334479	54.00
197052	ASSA ABLOY ENTRANCE SYSTEM INC	PO-332926	412.98
197053	ASSOC BUSINESS PRODUCTS	PO-330238	147.26
197054	B & H PHOTOGRAPHY	PO-334649	182.18
197055	BEE MAN	PO-331234	799.00
197056	BIO RAD LABORATORIES	PO-334674	366.56
197057	CALIFORNIA WESTERN VISUALS	PO-334658	307.80
197058	CAPISTRANO GOLF CARS	PO-331447	227.34
		PO-334616	1,662.74
197059	CDW GOVERNMENT	PO-330083	16.42
197060	CINTAS FIRST AID & SAFETY	PO-331130	287.14
197061	CLEAN ENERGY	PO-330853	11,557.06
197062	CLEAN SOURCE	PO-330168	276.13
197063	COMPLETE OFFICE OF CA	PO-330100	73.95
		PO-330330	213.76
		PO-330362	67.54
		PO-330718	16.17
		PO-331253	247.83
		PO-331973	580.77
		PO-333629	347.09
		PO-333713	83.70
197064	CULVER-NEWLIN	PO-333743	4,996.89
197065	DAVE BANG ASSOCIATES INC	PO-334227	4,598.19
197066	EBERHARD EQUIPMENT	PO-330555	2,269.70
197067	FISHER SCIENTIFIC	PO-332430	7.62
197068	IPC USA	PO-331042	48,166.07
197069	KELLY PAPER COMPANY	PO-334637	1,363.58

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Warrant Number	Name of Payee	Reference Number	Amount
197070	KNORR SYSTEMS INC	PO-331440	200.00
197071	LAWNMOWERS ETC	PO-331572	3,869.71
197072	LOCAL JANITORIAL & VACUUM	PO-330206	695.39
197073	BANNERMAN, CARY & KELLY	PV-144296	388.41
197074	BARNARD, ERIC & JENNIFER	PV-144297	138.88
197075	BAUER, ADAM OR GINA	PV-144298	94.08
197076	BECKHAM, NATHAN & DANIELLE	PV-144299	293.66
197077	CLARK, BRIAN OR YOLANDA	PV-144300	94.08
197078	DESHAZER, ALEX OR DARCY	PV-144301	230.50
197079	DOOLEY, STACY	PV-144302	814.91
197080	ESPINO, JUAN/MAYRA	PV-144303	55.10
197081	FINCH, JASON/NICOLETTE	PV-144304	144.70
197082	HAMEED, SHAWN	PV-144305	175.62
197083	HAWORTH, MARK & JENNIFER	PV-144306	150.53
197084	JOHNSON, EDWIN OR MELISS	PV-144307	545.66
197085	MACIBORSKI, MIKE OR STEPHANIE	PV-144308	177.41
197086	MATHIESEN, DAN & TARA	PV-144309	272.83
197087	PHAN, ANDRE	PV-144310	162.62
197088	SCHWARTZ, TONY OR STEPHANIE	PV-144311	282.24
197089	SIRKIN, TORY & AMY	PV-144312	318.08
197090	STEBENNE, STUART/LISA	PV-144313	172.48
197091	THOMAS, ED OR REBECCA	PV-144314	589.57
197092	TRAN, CHAU & LUONG, PHUONG	PV-144315	232.96
197093	ASTOR, KEVIN	PV-144316	153.75
197094	BEADLE, DEBBY	PV-144318	27.12
197095	BRENTLINGER, JODEE	PV-144320	140.67
197096	BROOKS, TIM	PV-144319	30.00
197097	BRYANT, AMY	PV-144321	56.64
197098	BUCKINGHAM, DIANN	PV-144322	30.00
197099	DONALD MAHONEY	PV-144328	30.00
197100	FICKLING, AMY	PV-144323	58.61
197101	GIBOLA, SHAYLEE	PV-144324	107.00
197102	GONZALES, JENNY	PV-144325	250.00
197103	JUNIPERO SERRA HIGH SCHOOL ASB	PV-144334	176.00
197104	KAROLYS, ANDREA	PV-144326	107.16
197105	KEELER, DEBRA	PV-144327	32.15
197106	MARTIN, JAYNE	PV-144329	58.22
197107	MORRIS, FAITH	PV-144330	134.32
197108	PORTILLO, CHRISTINA	PV-144331	35.00
197109	SAMPSON, CHERYL	PV-144332	30.00
197110	SCHOLL, BARBARA	PV-144333	60.00
197111	BALDWIN, LAURA	PV-144317	160.97
197112	BROWN, SUSAN	PV-144335	31.92
197113	CARUCCI, LINDSAY	PV-144337	71.68
197114	CLIFT, LYNNETTE I	PV-144338	99.12

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2013-14 =====\*  
Board of Trustees Meeting.....MAY 28, 2014

Warrant Number	Name of Payee	Reference Number	Amount
197115	DEBOWSKI, LISA CANAS	PV-144336	28.00
197116	DOLLAR, ERIN	PV-144339	13.44
197117	ENGELSON, EMILY	PV-144340	146.16
197118	ENRIQUEZ, MICHELLE L	PV-144341	94.08
197119	FITZSIMMONS, KATHLEEN	PV-144342	143.92
197120	FLYNN, MARGARET	PV-144343	199.36
197121	GILL, ARVINDER	PV-144344	218.40
197122	GROSS, DEANNA	PV-144345	17.92
197123	HALL, SHEILA	PV-144346	278.32
197124	HANRATTY-RAJA, JENNIPHER	PV-144347	11.76
197125	JIMENEZ, DENISE	PV-144348	115.36
197126	LAWING, KORIN	PV-144368	32.48
197127	MANDERBACH, KAREN	PV-144350	72.24
197128	MCKEE, DANISE	PV-144351	23.52
197129	MEYERS, AMY	PV-144353	304.08
197130	MOSHENKO, BRIANNA	PV-144352	54.32
197131	NAPORA, NOELLE	PV-144354	164.64
197132	RASHIDI, AKRAM KIM	PV-144355	76.72
197133	RUNGO, DEANNA	PV-144356	22.40
197134	SELECMAN, LANA	PV-144357	51.52
197135	SOLTIS, PAMELA	PV-144358	259.84
197136	STURDEVANT-BROWN, LORI	PV-144359	89.60
197137	TABARI, LISA SEYEDI	PV-144360	171.92
197138	TERHUNE, CYNTHIA	PV-144361	177.52
197139	THORNBURG, QUIN	PV-144362	91.28
197140	WACHMAN, TIFFANY	PV-144363	55.44
197141	WANDERS, CHAD	PV-144364	33.60
197142	WESTON, KELLY	PV-144365	98.56
197143	WOLFSON, DONNA	PV-144366	56.56
197144	WORKMAN, KEN	PV-144367	224.00
197145	XEROX CORPORATION	PO-331881	50,790.60
		PO-331884	217,913.12
		PO-331964	102,911.04
197146	KRANTZ, TRICIA	PO-330483	3,198.00
197147	LCRA TRUST	PO-334071	3,727.50
197148	MOLDAUER, PAMELA S.	PO-330894	2,160.00
197149	MOORE, BETH	PO-333940	720.00
197150	PARADIGM HEALTH CARE SERVICES	PO-331416	6,730.42
197151	STAFFREHAB	PO-334884	2,520.00
197152	WESTSHIELD ADOLESCENT SERVICES	PO-330004	2,487.23
197153	!ACE TUTORING SERVICES INC	PO-332306	2,889.00
197154	1-ON-1 LEARNING WITH LAPTOPS	PO-333857	19,361.89
197155	123 MATH & READING INC.	PO-332232	960.00
197156	ACADEMIA DE SERVICIO DE	PO-333783	4,434.45
197157	APPLIED SCHOLASTICS INTL	PO-332305	400.00

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2013-14 =====\*  
Board of Trustees Meeting.....MAY 28, 2014

Warrant Number	Name of Payee	Reference Number	Amount
197158	COUNTY OF ORANGE	PO-334962	359.01
197159	HT LEARNING CENTER	PO-332236	71.62
197160	O'REILLY AUTOMOTIVES, INC	PO-333645	1,472.86
197161	PROFESSIONAL TUTORS OF AMERICA	PO-330986	2,997.50
197162	THE GREAT AMERICAN LUNCH BOX	PO-334924	1,677.00
197163	ABELL, ANNA	PO-334810	385.00
197164	ALMANZA, NADINE	PV-144370	44.59
197165	DAGGETT, LEIGH-ANNE	PV-144371	340.00
197166	LANFRANCO, NICOLE	PO-334661	522.08
197167	PETTEY, STEPHANIE	PV-144372	333.18
197168	RICHTSMEIER, AUNDREA	PV-144374	280.00
197169	RUBY-KORAN, CHERYL	PV-144373	25.76
197170	SAN JOAQUIN CTY OFFICE OF EDUC	PO-334960	600.00
		PO-334961	600.00
197171	SARGENT, CHRISTINA	PV-144376	174.01
197172	TAYNE, JULIE	PV-144375	430.88
197173	UC REGENTS	PO-334543	550.00
197174	WALSH, KATHLEEN	PO-334822	79.00
197175	CAPISTRANO CONNECTIONS ACADEMY	PO-330299	677,536.00
197176	COMMUNITY ROOTS	PO-330302	129,556.00
197177	ENVIRONMENTAL NATURE CTR	PO-334902	348.00
197178	JOURNEY CHARTER SCHOOL	PO-330301	114,573.00
197179	OPPORTUNITY FOR LEARNING	PO-331810	51,481.00
197180	OXFORD ACADEMY	PO-330300	268,525.00
197181	PRETEND CITY CHILDREN'S MUSEUM	PO-333989	270.00
197182	RANCHO MISSION VIEJO LAND	PO-332720	1,280.00
197183	APEX AUDIO	PO-334180	2,634.36
197184	BENS ASPHALT	PO-330595	1,500.00
197185	CONSOLIDATED ELECT DISTR	PO-330433	2,473.87
197186	MOULTON NIGUEL WATER	PO-330245	2,511.50
		PV-144413	6,919.49
197187	SAN DIEGO GAS & ELECTRIC	PO-330248	35,609.64
197188	SANTA MARGARITA WATER	PV-144410	7,420.04
197189	SO CAL EDISON CO	PO-334949	36,797.35
197190	SO CAL GAS CO	PO-330249	12,425.60
197191	VANGUARD FLOORING INC.	PO-334614	485.00
197192	VIRTUAL WATER SERVICES	PO-333948	276.18
197193	WESTGROUP MANAGEMENT INC	PO-333583	4,510.00
197194	WLC ARCHITECTS INC	PO-334011	50,740.10
		PO-334012	40,028.25
197195	BARRETT-ROBINSON INC	PO-334861	2,197.68
197196	WESTGROUP MANAGEMENT INC	PO-333582	1,300.00
197197	ACADEMIC THERAPY PUBL	PO-334699	950.40

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2013-14 =====\*  
Board of Trustees Meeting.....MAY 28, 2014

Warrant Number	Name of Payee	Reference Number	Amount
197198	APPLE COMPUTER INC	PO-334692	867.84
		PO-334705	4,123.20
		PO-334916	541.92
197199	AVES AUDIO VISUAL SYSTEMS	PO-334362	49.14
197200	BARRETT-ROBINSON INC	PO-333788	18.97
197201	BAUDVILLE	PO-334466	79.00
197202	BUSWEST	PO-333079	5,750.74
197203	CDW GOVERNMENT	PO-330083	156.91
		PO-334368	989.40
197204	DBQ PROJECT, THE	PO-334410	702.00
197205	DELL MARKETING L P	PO-330080	106.59
		PO-333712	856.82
		PO-334607	6,234.81
		PO-334680	633.26
		PO-334681	633.26
		PO-334701	4,911.23
197206	DEMCO	PO-334540	94.49
197207	DICK BLICK WEST	PO-334530	314.98
197208	GOLDEN RULE BINDERY	PO-334752	1,572.77
197209	HOUGHTON MIFFLIN HARCOURT	PO-334826	17,500.00
197210	INSIGHT SYSTEMS EXCHANGE	PO-334461	12,673.78
		PO-334467	459.01
		PO-334486	333.54
		PO-334594	367.20
		PO-334601	2,668.16
197211	KOCE-TV FOUNDATION	PO-334440	80,784.40
197212	LAKESHORE LEARNING MATLS	PO-334844	86.15
197213	LEMUR MUSIC COMPANY	PO-332800	1,924.00
197214	SCHOOL HEALTH CORPORATION	PO-334675	144.31
197215	FOLLETT EDUCATIONAL SVC	PO-334436	191.64
197216	EXECUTIVE ENVIRONMENTAL SVCS	PO-335121	1,037.38
197217	ABEDI, LORA	PV-144383	15.68
197218	BAKER, EMILY	PV-144384	22.40
197219	BRADLEY, JUDITH S	PV-144385	45.92
197220	BRAN, CARA	PV-144386	73.92
197221	BRIDWELL, JODY	PV-144387	26.88
197222	CARLISLE, TERESA	PV-144388	40.32
197223	COPPAGE, CARRI	PV-144397	76.16
197224	DE ACUTIS, LISA	PV-144391	27.44
197225	ENDER, PAMELA	PV-144392	25.76
197226	FINNSSON, JAMIE	PV-144393	26.88
197227	GROSS, DEANNA	PV-144394	11.20
197228	HAACK, KATHI	PV-144395	157.92
197229	HIGHTOWER, SHERI	PV-144396	162.40
197230	KIMINAS, ANTHONY	PV-144398	166.88



Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2013-14 =====\*  
Board of Trustees Meeting.....MAY 28, 2014

Warrant Number	Name of Payee	Reference Number	Amount
197231	KLISTER, PAMELA	PV-144399	137.76
197232	KROGMAN, DEBRAH	PV-144400	28.56
197233	KUNZE-THIBEAU, LORI	PV-144401	85.68
197234	METTERT, LISA M	PV-144402	138.88
197235	NEE, KATHLEEN	PV-144403	84.00
197236	RICHARDSON, KATRINE	PV-144404	3.92
197237	SHUMATE, DAGMAR	PV-144405	157.92
197238	SIMPSON, LORI	PV-144406	81.76
197239	TAYLOR, JULIE	PV-144407	62.72
197240	WIEDEMAN, LORI	PV-144408	164.08
197241	WISEMAN, HOLLY	PV-144409	137.76
197242	DAGARIN, JEAN-MARI	PV-144390	102.48
197243	AUGMENTATIVE COMMUNICATIONS	PO-333946	1,260.00
197244	CRARY, BRENDA	PO-330011	4,545.00
197245	ECE 4 AUTISM	PO-333792	1,950.00
197246	GOODWILL INDUSTRIES OF ORANGE	PO-330755	5,700.00
197247	LCRA TRUST	PO-334071	3,307.50
197248	ORANGE COUNTY THERAPY SERVICE	PO-330010	5,440.00
197249	PROFESSIONAL TUTORS OF AMERICA	PO-332623	1,787.50
197250	ROBERT & SHERIE SAMUELIAN	PO-333124	2,031.29
197251	SHACK-LAPPIN, CAROL	PO-330751	4,575.00
197252	SOLIANT HEALTH INC	PO-333797	3,484.00
		PO-333799	5,527.50
197253	AP BY THE SEA	PO-334996	740.00
		PO-334997	760.00
197254	BLINN, JAMES F	PV-144411	280.00
197255	EVANS, DONALD	PO-334812	4,485.00
197256	FITCH, HUTTON	PO-334800	951.67
197257	INSTITUTE FOR EDUC DEVELOPMENT	PO-334536	229.00
197258	MILANINO, GRACIELA	PO-334816	50.00
197259	PETTEY, STEPHANIE	PV-144414	390.29
197260	RIGGS-ZEIGEN, LAVONNE	PO-334799	975.00
197261	DAGARIN, JEAN-MARI	PV-144412	14.30
197262	CINTAS CORP #640	PO-334612	3,963.69
197263	CAMPCO	PO-330830	10,374.29
534 Warrants			\$3,249,398.06

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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
A&R Wholesale Distributors, Inc.	Bid No. 1011-14 Grocery Products	5/9/2011
A&R Wholesale Distributors, Inc.	Bid No. 1011-13 Snack and Beverage Products	5/9/2011
A&R Wholesale Distributors, Inc.	Bid No. 1314-02 Frozen Food Products	6/26/2013
Above All Names Construction Services, Incorporated	Bid No. 1112-11, Concrete Maintenance & Repair	10/26/2011
Advantage Imaging Supply, Inc.	Bid No. 1314-04 Audio Visual Equipment	7/10/2013
American Logistics Co., LLC	Bid No. 1112-04 - Outsource Transportation Service	7/27/2011
AMS.NET Inc.	California Multiple Award Schedule Contract No. 3-09-70-0291Q, Electronic Data Processing (EDP) Equipment and Service	4/13/2010
AMS.NET Inc.	Western State Contracting Alliance (WSCA) WSCA 7-08-70-13, CA Participating Addendum AR-233 Cisco Networking Communications and Maintenance	11/9/2010
AMS.NET Inc.	California Multiple Award Schedule (CMAS) Contract No. 3-11-70-0291U, Purchase and Warranty of Hardware, Software, Software Maintenance, Installation, Maintenance and Repair	5/25/2011
AMS.NET Inc.	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services	3/28/2012
Apex Learning, Inc.	RFP No. 6-1314, Credit Recovery Services	4/23/2014
Architectural Roofing Systems dba Pacific Roofing Systems	Bid No.1314-19, Roofing Repairs and Maintenance	3/12/2014
Atkinson, Andelson, Loya, Rudd & Romo	RFQ No. 10-0809 General Legal Services	12/15/2009
AVES Audio Visual Systems, Inc.	Bid No. 1314-04 Audio Visual Equipment	7/10/2013
Barrett-Robinson, Inc.	Bid No. 1314-04 Audio Visual Equipment	7/10/2013
B&H Foto & Electronics Corp. dab B&H Photo Video	Bid No. 1314-04 Audio Visual Equipment	7/10/2013
Ben's Asphalt, Inc.	Bid No. 1213-03 Asphalt Paving, Seal coating and Repair	5/22/2013
Bergman Dacey Goldsmith	RFQ No. 10-0809 General Legal Services	12/15/2009
Bowie, Arneson, Wiles, and Giannone	RFQ No. 10-0809 General Legal Services	12/15/2009
CA Track & Engineering	CMAS 4-09-78-0048A - Advanced Polymer Playground Surface Rubberized Sport Surface, Synthetic Track	9/12/2011
California Western Visuals	CMAS 3-08-70-2515A, GSA No GS-35F-0087U, Smart Technologies Interactive Shite Boards Hardware and Software	6/12/2013
California Western Visuals	Bid No. 1314-04 Audio Visual Equipment	7/10/2013
Camcor, Inc	Bid No. 1314-04 Audio Visual Equipment	7/10/2013
Campus Foods	Bid 1011-14 Grocery Products	5/9/2011
CDWG	Western State Contracting Alliance (WSCA) Contract No. 7-08-70-13 Cisco Networking Communications and Maintenance	11/9/2010

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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
CDWG	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services	3/28/2012
CDWG	Dester Sands Unified School District Bud No. 13/14-003, Chromebooks	12/11/2013
Certified Transportation Services, Inc.	Bid No.1314-15 Co-Curricular Bus Service	12/11/2013
Cintas Corporation	RFP No. 3-1011, Uniform Service	12/7/2010
Collins & Aikman Floor covering, Inc. C&A/Tandus	Santa Monica-Malibu Unified School District Bid No. 9.10 Flooring Material District wide	5/14/2012
Concepts School and Office Furnishings	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Concepts School and Office Furnishings	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
Consolidated Electrical Distributors	Bid No. 1112-05 Electrical Supplies and Materials	6/29/2011
Consulting & Inspection Services	RFQ No 4-1011, DSA Approved Inspector of Record	1/11/2011
Contemporary Services Corporation	RFP No. 5-1213, Event Security Services	2/27/2013
Cox Communications California, LLC Cox California Telcom, LLC	RFP No. 1-1314 Wide Area Network Services	3/12/2014
CR&R	Bid No. 1112-06 - Service to Collect, Recycle, and Dispose of Solid Waste District wide	8/8/2011
Culver-Newlin	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Culver-Newlin	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
Dave Bang Associates, Inc.	Colton Joint USD Bid No. 09-01, Playground Equipment, Safety Surfacing, Outdoor Site Furnishings, DSA Shade Shelters	4/13/2010
David Taussig & Associates, Inc.	RFP No. 6-1011 Special Tax Consulting Services for Public Financing	4/11/2011
DecisionInsite	RFQ No. 6-1213, Demographic Consultant Services	3/27/2013
Dell Computer (Dell Marketing LP)	California Multiple Award Schedule Contract No. 3-94-70-0012, Purchase of Computer-Related Hardware, Software and Networking Equipment	7/21/2008
Dell Computer (Dell Marketing LP)	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27160 awarded to Dell Marketing L.P., California Participating addendum, Computer Equipment, peripherals, and related services.	6/27/2012
Desert Business Interiors	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Digital Networks Group, Inc.	California Multiple Award Schedule Contract No. 3-06-702070D, Purchase and Installation of Pole Mounted Systems for Video and Audio Switching, Control, and Projector Mounting	12/8/2008

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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
Digital Networks Group, Inc.	California Multiple Award Schedule Contract No. 3-12-70-2070E, General Services Administration Schedule No. GS-35F-0563U, Resale of Cisco Products and Cisco Branded Service	1/23/2013
Diversified Metal	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Dolinka Group	RFQ No. 5-1314 Developer Fee Consultant Services	10/9/2013
Dominos Pizza	Bid No. 1112-07 Pizza Service	8/24/2011
E. Stewart & Assoc, Inc.	Bid No. 1213-02 - Weed Abatement	5/23/2012
Fieldman Rollapp & Associates	RFQ No. 8-1011, Financial Advisory Services	1/9/2012
First Student, Incorporated	RFP No. 1314-15, Co-Curricular Bus Service	12/11/2013
Fusionstorm	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services.	3/28/2012
GA Dominguez	Bid No 1314-14 Movement and Reconfiguration of Relocatable Buildings	12/11/2013
Gilbert & Stearns, Inc.	Bid No. 1314-18 Electrical Service	1/8/2014
Gold Star Foods	Bid No. 1011-14 Grocery Products	5/9/2011
Gold Star Foods	Bid No. 1112-03 Bakery Products	6/29/2011
Golden Star Technology, Inc dba GST	Bid No. 1314-04 Audio Visual Equipment	7/10/2013
Government Financial Services	RFQ No. 8-1011, Financial Advisory Services	1/9/2012
Great Western	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Harris Steel Fence Co., Inc.	Bid No. 1314-20 Fence Repairs and Maintenance Districtwide	3/12/2014
Hertz Furniture	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
HMC Architects	RFQ No. 4-1314, Architectural Services	12/11/2013
Hollandia Dairy	Bid No 1314-17, Milk and Dairy Products	3/12/2014
IBI Group	RFQ No. 4-1314, Architectural Services	12/11/2013
Illuminate Education, Inc.	RFQ No. 7-1011 Student Assessment Data Management System	5/25/2011
Insight Systems Exchange	Bid No. 1112-15 Refurbished Computer Equipment	10/24/2012
IPC (USA), Inc.	Multi-District Cooperative Bid No. 108-13, Fuel (Gasoline and Diesel)	7/24/2013
JFK Transportation, Co., Inc.	Bid No. 1314-15 Co-Curricular Bus Service	12/11/2013
JL Cobb Painting	Bid No. 1314-21 Painting Services	3/12/2014
Johnstone Supply	County of Orange Contract No. MA-080-1701016 - Air Conditioning, Refrigeration Equipment, Parts & Supplies	8/24/2011
Jones-Campbell Company	Glendale Unified School District Bid No. P-16 09/10 School Furnishings, Office Furnishings and Accessories	10/9/2013
Jostens	RFP No. 2-1314 High School Products and Senior Services	9/11/2013

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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
Keenan & Associates	RFQ No. 12-0809 Insurance Broker for Capistrano Unified School District's Excess Worker's Compensation Insurance	5/11/2009
Knowland Construction Services	RFQ No 4-1011, DSA Approved Inspector of Record	1/11/2011
MTGL, Inc.	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
Ninyo & Moore	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
NvLS Professional Services, LLC	RFQ No. 2-1213, E-Rate Consultant	6/27/2012
Office & Ergonomic Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Office Depot	Newport-Mesa Unified School District Bid No. 109-12 Office & School Supplies and Equipment	7/9/12
Office Depot	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
P&R Paper Supply Co.	Bid No. 1213-03 Paper and Plastic Products for Food and Nutrition Services	7/25/2012
Pacific Coast Sightseeing Tours & Charters	Bid No. 1314-15 Co-Curricular Bus Service	12/11/2013
Pacific Plumbing Co. of Santa Ana, Inc.	Bid No. 1213-01 - Plumbing Services	5/23/2012
Pacwest Air Filter	Palo Verde Unified School District Bid No. 111201, HVAC Filters and Installation	6/27/2012
Paradigm Health Care Services	RFP No. 6-0910 Medi-Cal Billing Services	6/15/2010
Pathway Communications, Limited	Bid No. 1314-04 Audio Visual Equipment	7/10/2103
Piper Jaffrey & Co.	RFQ No. 5-0910 Underwriter Services	12/15/2009
Pritchard Supply, Inc. dba Johnstone Supply	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
Reliance Communications	RFQ 3-1314 Mass Notification System	8/14/2013
Sanders Construction Services	Bid No. 1314-16, CVHS Lunch Pavilion and Music Plaza	3/12/2014
School Facility Consultants	RFP No. 8-1314, State School Building Program Advisor	1/22/2014
School Space Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
School Specialty	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
School Specialty	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
Schools First Federal Credit Union	RFQ/P No. 1-0809 Third Party Administration Services (TPA) for Capistrano Unified School District's 403(b) Plan	2/9/2009
SectorPoint, Inc.	CMAS Contract No. 4-11-03-0492A GSA Schedule No. GS-07F-0509W Non Information Technology Goods, Civic Permits Software	8.20.12
SHI International Corp.	Wasco Union Elementary School District RFP Project No. 059-12M.1 Microsoft Products	11/14/2012

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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
Silver Creek Industries, Inc.	Los Alamitos Unified School District Bid No. 2010-0001, Purchase, Relocation, Dismantle and Removal of DSA Portable Classroom	4/23/2014
South Orange County Community College District (Saddleback)	RFP No. 1-1314, After School Enrichment Activities and Camps Program Provider	4/24/2013
Southwest School and Office Supply	Val Verde Unified School District, Bid No 12/13-001 - Just-N-Time Classroom and Office Supply System	10/23/2013
Sparkletts	County of Orange Master Agreement No. MA-017-13011174, Bottled Water	7/24/2013
Sysco Food Services of L.A.	Bid No. 1011-14 Grocery Products	5/9/2011
Tel-Tec Security System	CMAS 4-11-84-0037A - Security Systems	9/12/2011
Transportation Charter Services, Inc.	Bid No. 1314-15 Co-Curricular Bus Service	12/11/2013
Troxell Communications, Inc	Bid No. 1314-04 Audio Visual Equipment	7/10/2013
United Refrigeration Inc.	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
VCOM dba Valiant National AV Supply	Bid No. 1314-04 - Audio Visual Equipment	7/10/2013
Vavrinek, Trine, Day & Co., LLP	RFP No. 2-0708 Audit Services	4/21/2008
Vending +Plus	RFP No. 4-1213, Snack & Beverage Vending Services	8/20/2012
Virco	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Waterline Technologies, Inc.	LAUSD Bid No. IFB C-1030, Swimming Pool Chemicals	3/28/2012
Waxie's Enterprises, Inc. dba Waxie Sanitary Supply	San Diego Unified School District Bid No. GD-13-0006-64, Custodial and Janitorial Products	1/23/2013
West Coast Arborists, Inc.	Bid No. 1112-10 Tree Trimming Maintenance Service	9/26/2011
Williams Scotsman	Los Alamitos Unified School District Bid No. 2010-0002, Relocation, Dismantle and Removal of DSA Portable Classroom	7/11/2011
WLC Architects, Inc.	RFQ No. 4-1314, Architectural Services	12/11/2013
WW Grainger, Incorporated	State of Nevada, Division of Purchasing, and Western States Contracting, Alliance Contract NO. 1862, Awarded to WW Grainger, California Participating Addendum No. 7-11-51-02	10/26/2011
Xerox Corporation	California Multiple Award Schedule Contract No. 3-01-36-0030A, Purchase and Warranty of Hardware and Software, Installation, Maintenance, Software Maintenance, License and Training on Xerox Products	6/15/2010



# VENDOR PAYMENTS OVER 250K AS OF 5/12/14

2013-14

112650	A & R WHOLESALE DISTRIBUTORS	1,927,424.02
145322	AMS.NET INC	494,480.95
112173	ASCIP	1,836,962.00
049767	BENS ASPHALT	890,534.38
118161	CAPISTRANO CONNECTIONS ACADEMY	9,001,547.76
130027	CAPISTRANO UNIFIED	3,501,261.51
120141	CAPISTRANO UNIFIED SCHOOL DIST	2,832,825.24
016335	CAPO VALLEY WATER DIST	292,441.93
015900	CAPO-LAGUNA BEACH ROP	1,658,097.84
043026	CIGNA	446,699.76
018870	CITY OF SAN CLEMENTE	296,459.35
146265	COMMUNITY ROOTS	1,743,120.22
142967	CORVEL CORPORATION	425,116.87
122828	CORVEL ENTERPRISE COMP INC	2,609,644.65
064188	DELL COMPUTER	264,277.74
130403	DOMINO'S PIZZA	254,169.65
130047	HOLLANDIA DAIRY INC.	549,164.44
148747	ILLUMINATE EDUCATION INC.	263,808.00
144310	INSIGHT SYSTEMS EXCHANGE	387,696.72
144880	IPC USA	666,667.51
046445	JOHNSTONE SUPPLY	258,183.53
105873	JOURNEY CHARTER SCHOOL	1,524,053.00
120832	METROPOLITAN EMPLOYEES	41,292,235.22
061270	MOULTON NIGUEL WATER	329,630.81
143679	NETWORK HARDWARE RESALE	262,446.00
100369	OCEANVIEW SCHOOL	471,622.00
113144	OPPORTUNITY FOR LEARNING	1,529,182.37
066570	ORANGE COUNTY DEPT OF EDUC	3,970,924.50
146264	OXFORD ACADEMY	3,711,902.48
145219	PACIFIC ROOFING SYSTEMS	272,316.65
078255	SAN DIEGO GAS & ELECTRIC	5,194,891.55
079190	SANTA MARGARITA WATER	283,269.58
081031	SCOTT FORESMAN	484,952.86
084100	SO CA GAS CO	423,937.91
122718	SOUTHERN CALIFORNIA EDISON	1,328,823.31
084770	SOUTHWEST SCHOOL SUPPLY	266,836.05
102879	US BANK	1,802,090.89
147868	US BANK	2,529,511.06
036075	W W GRAINGER INC	423,141.36
141584	WLC ARCHITECTS INC	403,045.58
099210	XEROX CORPORATION	2,045,436.33





**DONATION OF FUNDS**  
**May 28, 2014**

<b>DONATED BY</b>	<b>AMOUNT</b>	<b>PURPOSE</b>	<b>SCHOOL</b>
San Juan Capistrano Education Foundation	\$247.50	Field Trip Transportation	Ambuehl Elementary School
Bathgate Elementary School Foundation	\$138.85	Instructional Materials and Supplies	Bathgate Elementary School
Kroger	\$150.81	Technology	Bathgate Elementary School
Bergeson Foundation - Mandarin Immersion Program	\$4,717.46	SMART Board	Bergeson Elementary School
Bergeson Elementary School PTA	\$2,045.00	Art Masters - 3rd and Final Installment	Bergeson Elementary School
Bernice Ayers Middle School PTSA	\$928.80	Two Dell Laptops	Bernice Ayer Middle School
Bernice Ayers Middle School PTSA	\$3,000.00	Library Books and Materials to Support Common Core	Bernice Ayer Middle School
CHIEF	\$1,249.05	Substitute Teachers for Field Trip	Carl Hankey K-8 School
Mr. and Mrs. Michael and Amelia Saunders	\$300.00	UCI Water Festival Field Trip	Castille Elementary School
Castille Elementary Booster Club	\$1,600.00	FSEA Teacher Assignment	Castille Elementary School
Edison International	\$143.75	Instructional Materials and Supplies	Castille Elementary School
Edison International	\$143.75	Instructional Materials and Supplies	Castille Elementary School
The Benevity Community Impact Fund	\$198.26	Instructional Materials and Supplies	Castille Elementary School
Castille Elementary Booster Club	\$26,688.60	Outdoor Science School	Castille Elementary School
CUUSD Foundation	\$250.00	Classified Employee of the Year	Communications Department
Concordia Elementary School PTA	\$100.00	Outdoor Science Camp Substitute	Concordia Elementary School
Concordia Elementary School PTA	\$200.00	Outdoor Science Camp Substitute	Concordia Elementary School
Concordia Elementary School PTA	\$25,707.50	Outdoor Science Camp	Concordia Elementary School
PG&E	\$302.40	Instructional Materials and Supplies	Concordia Elementary School
Concordia Elementary School PTA	\$45.00	Substitute Teachers	Concordia Elementary School
PG&E	\$302.40	Instructional Materials and Supplies	Concordia Elementary School
The OC Marathon Foundation	\$150.00	Technology	Concordia Elementary School
California Republic Bank	\$1,000.00	VEX Robotics Championship	Don Juan Avila Elementary School
The OC Marathon Foundation	\$260.00	Instructional Materials and Supplies	John S. Malcolm Elementary School
Friends of the Sea Lion, Incorporated	\$660.00	Pacific Marine Mammal Center Field Trip	John S. Malcolm Elementary School
Ladera Ranch Elementary School PTA	\$630.00	Kindergarten Field Trip	John S. Malcolm Elementary School
Ladera Ranch Education Foundation	\$471.00	4th Grade Field Trip	Ladera Ranch Elementary School
Laguna Niguel Elementary School Foundation	\$493.00	Field Trip Transportation and Substitutes	Laguna Niguel Elementary School
Laguna Niguel Elementary School PTA	\$330.00	4th Grade Field Trip Transportation	Laguna Niguel Elementary School
Laguna Niguel Elementary School PTA	\$330.00	2nd Grade Field Trip Transportation	Laguna Niguel Elementary School
Children's Education Foundation	\$330.00	3rd Grade Field Trip Transportation	Las Flores Elementary School
Moulton Elementary School PTA	\$440.00	Instructional Materials and Supplies	Moulton Elementary School
Brandu Spiritwear	\$115.00	Field Trip	Moulton Elementary School
Moulton Elementary School PTA	\$2,100.00	2nd Grade Field Trip	Moulton Elementary School
Mr. and Mrs. D. Hindley	\$230.00	Instructional Materials and Supplies	Newhart Middle School
Newhart Middle School PTA	\$1,171.00	Art Club	Newhart Middle School
Newhart Middle School PTA	\$14,000.00	Chromeblocks for Classrooms	Newhart Middle School
Wells Fargo Foundation	\$100.00	Technology	Newhart Middle School
Reilly Elementary School Foundation	\$20,000.00	Outdoor Science Camp	Philip Reilly Elementary School
Box Tops for Education	\$43.70	Instructional Materials and Supplies	Philip Reilly Elementary School

**DONATION OF FUNDS**  
**May 28, 2014**

<b>DONATED BY</b>	<b>AMOUNT</b>	<b>PURPOSE</b>	<b>SCHOOL</b>
RH Dana Elementary School PTA	\$513.00	Field Trip Admission and Transportation	RH Dana Elementary School
Assistance League of Laguna Beach	\$25,000.00	Playground Equipment	RH Dana ENF
M. John Redmond, DDS, MS, Inc.	\$100.00	Signage for Special Olympics	Special Education Department
San Clemente Junior Woman's Club		Balloon Entry Arch for Special Olympics	Special Education Department
Tijeras Creek Elementary School PTA	\$2,576.31	Field Trip Admission and Transportation	Tijeras Creek Elementary School
United Way	\$153.85	Intervention	Tijeras Creek Elementary School
Mako Foundation	\$271.17	PE Equipment	Vista del Mar Elementary School
Mako Foundation	\$11,287.08	Acer Chromebooks and Cart	Vista del Mar Elementary School
The OC Marathon Foundation	\$40.00	Instructional Materials and Supplies	Vista del Mar Elementary School
Vista del Mar Middle School PTA	\$328.47	Teen Living Class Supplies	Vista del Mar Middle School
Vista del Mar Middle School PTA	\$798.75	Two Epson Document Cameras	Vista del Mar Middle School
Vista del Mar Middle School PTA	\$1,142.40	Four Chromebooks for Special Education	Vista del Mar Middle School
Vista del Mar Middle School PTA	\$385.00	Homework Club	Vista del Mar Middle School
Vista del Mar Middle School PTA	\$799.00	Dell Tablet	Vista del Mar Middle School
Pacific Life Foundation	\$3,500.00	Instructional Materials and Supplies	Wagon Wheel Elementary School
<b>Total</b>	<b>\$158,207.86</b>		

MAY 28, 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	1314183	5	Education	Key Data Systems	Provide Professional Development for Teachers Building a Districtwide Assessment	5/29/2014-5/28/2015	\$ 7,500.00

TOTAL \$ 7,500.00

EXTENSIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
ICA	1213087	3	Various	Art Masters, Incorporated	Instructional Classroom and Art Programs	7/01/2014-6/30/2015	\$ 50,000.00
ICA	1213117	3	Gift	California Weekly Explorer, Incorporated	Specialized Social Science Walk Through Assemblies	7/01/2014-6/30/2015	\$ 13,200.00
ICA	1213042	3	PTA	Meet the Masters, Incorporated	Districtwide Art Lectures and Classroom Activities	7/01/2014-6/30/2015	\$ 75,000.00

TOTAL \$ 138,200.00

AMENDMENT RATIFICATIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION	FINANCIAL IMPACT
ICA	1314093	5	M&O	Abatec, Incorporated Name Changed to Dennis Patrick Hanna	Semi-Annual Testing for Asbestos at Various Sites	Contract Name Change	NA
PSA/ICA	1213157	3	Special Ed	Sunbelt Staffing, LLC	Provide Speech Language Pathology Services	Increase Contract Amount from \$70,000 to \$150,000	\$ 80,000.00

TOTAL \$ 80,000.00

MAY 28, 2014 BOARD MEETING  
DISTRICT STANDARDIZED  
INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

ICA - Independent Contractors Agreement

PSA - Professional Services Agreement

MC- Master Contract

Pillar 1 Community Relations

Pillar 2 Safe & Healthy Schools

Pillar 3 Academic Achievement & Enrichment

Pillar 4 Character Development

Pillar 5 Effective Operations

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



## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of May 29, 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").

### KEY DATA 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 \$7,500 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 May 29, 2014, through May 28, 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.

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

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

**DISTRICT**

**CONTRACTOR**

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

Name: Terry Fluent

Title: Director, Purchasing

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

Signature \_\_\_\_\_

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

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

Address \_\_\_\_\_

\_\_\_\_\_

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

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



600 A Central Ave  
Lake Elsinore, CA 92530

**Address**

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

**Estimate**

Date	Estimate No.
04/30/2014	2541
	Exp. Date

Activity	Quantity	Rate	Amount
<ul style="list-style-type: none"> <li>• Services 2013-2014</li> <li>• On-site full day Professional Development by Spencer Kerrigan</li> <li>• Dates TBD</li> </ul>	3	2,500.00	7,500.00
<b>Total</b>			<b>\$7,500.00</b>

Visit our website to view sample reports [www.keydatasys.com](http://www.keydatasys.com)

Sandi Fandrick & Terry Weiser  
Key Data Systems Accounting  
Ph:951-245-0828 Fax: 951-674-2479  
[accounting@keydatasys.com](mailto:accounting@keydatasys.com)

Accepted By

Accepted Date

Thank You For Your Business!

**EXTENSION NO. 2 OF AGREEMENT NO. ICA 1213087**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**ART MASTERS, INCORPORATED**

Independent Contractor Agreement No. ICA 1213087 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Art Masters, Incorporated shall be extended an additional 12 months, for the period July 1, 2014 through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$50,000.

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

**Capistrano Unified School District**

**Art Masters, Incorporated**

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

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

Terry Fluent

\_\_\_\_\_

Print Name

Director, Purchasing

\_\_\_\_\_

Title

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

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



# Art Masters

## Assembly & Classroom Studio Art Program Costs



Our full service assembly and classroom studio art program provides teaching services for assemblies and classroom art activities.

### Slide assemblies

A full day of grade level multimedia assemblies for each unit introduces students to artists and cultures through multimedia/slide presentations, stories, music and games. Visiting Art Master lecturers are trained in discipline based art education and story telling techniques.

### Classroom studio art activities

Thoroughly trained AMI staff members (credentialed teachers and/or practicing artists) visit every classroom to guide students through a one-hour hands-on studio art activity for each unit of study. Our teachers are trained to ensure that every student meets the medium and the technique with success!

### Coordinators meeting

A consultation with volunteer or staff coordinators covers ordering and cutting paper, scheduling, and duplicating student skill sheets and lesson plans.

### Implementation guide notebook

Plans for paper ordering, scheduling, and organizing volunteers to assist with art activities are included in an easy to follow notebook. Includes student worksheets, a leveled writing component for teachers ("Art in Writing"), program outlines, vocabulary lists, recruitment letters, supply lists, newsletter articles, and even thank you notes for volunteers.

### Prints and Music

A large laminated reproduction of a work of art from the artist or culture is coordinated with each unit and technique being studied. Music selected by a musicologist and composed during each period of art studied enhances the classroom art activities and lectures.

### Art supplies\*

A class set of art supplies is provided for every unit. Tumblers for holding brushes and pens, water cups, paper plate palettes, blending tissues, and carrying tote are all included in the art supply package. All materials comply with education codes.

\*Schools provide construction paper and duplicating of student skill sheets.

### Program cost

See Exhibit A attached.

# Art Masters

## Assembly & In-service Art Programs



Our Assembly and in-service program provides *Art Master* story-telling lecturers for assemblies, followed by a workshop for your faculty or parent volunteers.

### Slide assemblies

A full day of grade level multimedia/slide assemblies for each unit introduces students to artists and cultures through multimedia/slide presentations, stories, music and games. Visiting Art Master lecturers are trained in discipline based art education and story telling techniques.

### Staff development workshops for classroom studio art activities

Studio art workshops for each program unit thoroughly prepare faculty or volunteers to guide students through follow-up art activities. Our workshop leaders share their classroom teaching experiences with each art project to ensure every participant's success in the classroom. Everyone masters a medium and a technique with each new artist-unit!

### Coordinators meeting

A consultation with volunteer or staff coordinators covers ordering and cutting paper, scheduling, and duplicating student skill sheets and lesson plans.

### Implementation guide notebook

Plans for paper ordering, scheduling, and organizing volunteers to assist with art activities are included in an easy to follow notebook. Includes student worksheets, a leveled writing component for teachers ("Art in Writing"), lesson plans for teachers, program outlines, vocabulary lists, recruitment letters, supply lists, newsletter articles, and even thank you notes for volunteers.

### Prints and Music

A large laminated reproduction of a work of art from the artist or culture is coordinated with each unit and technique being studied. Music composed during each period of art studied enhances the classroom art activities and lectures.

### Art supplies\*

A class set of art supplies is provided for every unit. Tumblers for holding brushes and pens, water cups, paper plate palettes, blending tissues, and carrying tote are all included in the art supply package. All materials comply with California State Education Codes.

\*Schools provide construction paper and duplicating of student worksheets and teacher lesson plans.

### Program cost

See Exhibit A attached.

# Art Masters

## Art Masters Programs Exhibit A 2014-2015



The following table lists the costs of our Full Service Assembly and Classroom Studio Art Program and our Assembly and In-service Program for the 2014-2015 school year. This is the 4<sup>th</sup> consecutive year that Art Masters has not increased our billing rates.

### Full Service Assembly and Classroom Studio Art Program:

	Price per Unit	Price per Class per Unit	Price per School
Slide Assembly	\$350		
Classroom Studio Art Activity		\$40	
Implementation Guide			\$70
Resources (a)	\$150 to \$400		

### Staff Assembly and In-service Program:

	Price per Unit	Price per School
Slide Assembly	\$350	
Staff Development Workshops	\$250	
Implementation Guide		\$70
Resources (a)	\$225 to \$475	

(a) Resources Include Lesson Plans (in-service plans only), Prints and Music, and Art supplies. Art supplies vary from unit to unit. Art Masters tries to utilize economies of scale. By doing so we keep the costs down and reuse many of the supplies. If more than one unit is purchased and an art supply can be used in one or more units, Art Masters will only charge the customer for that given supply once. For example, if the customer purchases one unit that requires the use of chalk pastels and purchases a second unit (a different artist) that also uses chalk pastels, the customer will only pay for one set of the chalk pastels. Additionally, the cost for Resources will be lower for schools that have previously used Art Masters, since some of the Resources can be used from year to year.

The prices stated above are for the 2014-2015 school year. Each individual school will be required to sign an agreement outlining the type of Service to be provided, the number of Units requested, and the number of classes. The Resources will be calculated based on these variables together with the Resources that the individual school already has in place. This rate table will also apply to any changes in the number of Units or the actual number of classes. A contract adjustment billing or a credit will be given in such cases. This price sheet is subject to change and Art Masters, Inc., may unilaterally notify Customer in writing of any changes in pricing or fees or other amounts hereunder.



## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 6.28.12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

### ART MASTERS, 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 "Contracting Services");

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$42,148.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

☒ General Conditions    ☐ Special Conditions    ☒ Required Documents and 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: 6/27/12

### CONTRACTOR

Signature: [Signature]  
 Name: STUART J. GROMAN  
 Title: PRESIDENT, ARTMASTERS, INC  
 Address: 24872 VIA DEL RIO  
LAKE FOREST, CA 92630  
 Email Address: STUART@ART-MASTERS-INC.COM  
 FEIN/SSN: 33-0531131

# Art Master

## Assembly & Classroom Studio Art Program Costs



For more information on the Art Master program, please contact the Art Master Coordinator at (800) 451-4514 or visit the website at [www.artmaster.org](http://www.artmaster.org).

### Full Day Assembly

A full day of grade level multimedia assemblies for each unit introduces students to artists and cultures through multimedia/slide presentations, stories, music and games. Visiting Art Master lecturers are trained in discipline based art education and story telling techniques.

### Hands-on Studio Art Activities

Thoroughly trained AML staff members (credentialed teachers and/or practicing artists) visit every classroom to guide students through a one-hour hands-on studio art activity for each unit of study. Our teachers are trained to ensure that every student meets the medium and the technique with success!

### Coordinator Consultation

A consultation with volunteer or staff coordinators covers ordering and cutting paper, scheduling, and duplicating student skill sheets and lesson plans.

### Planning and Guide Materials

Plans for paper ordering, scheduling, and organizing volunteers to assist with art activities are included in an easy to follow notebook. Includes student worksheets, a leveled writing component for teachers ("Art in Writing"), program outlines, vocabulary lists, recruitment letters, supply lists, newsletter articles, and even thank you notes for volunteers.

### Art & Music

A large laminated reproduction of a work of art from the artist or culture is coordinated with each unit and technique being studied. Music selected by a musicologist and composed during each period of art studied enhances the classroom art activities and lectures.

### Art Supplies

A class set of art supplies is provided for every unit. Tumblers for holding brushes and pens, water cups, paper plate palettes, blending tissues, and carrying tote are all included in the art supply package. All materials comply with education codes.

\* Schools provide construction paper and duplicating of student skill sheets.

### Program Cost

See Exhibit A attached

# Art Master

## Assembly & In-service Art Programs



Art Master is a full day of art activities for each unit. It includes a full day of art activities for each unit. It includes a full day of art activities for each unit.

### Assembly

A full day of grade level multimedia/slide assemblies for each unit introduces students to artists and cultures through multimedia/slide presentations, stories, music and games. Visiting Art Master lecturers are trained in discipline based art education and story telling techniques.

### Studio Art Workshops

Studio art workshops for each program unit thoroughly prepare faculty or volunteers to guide students through follow-up art activities. Our workshop leaders share their classroom teaching experiences with each art project to ensure every participant's success in the classroom. Everyone masters a medium and a technique with each new artist-unit!

### Coordinator Meeting

A consultation with volunteer or staff coordinators covers ordering and cutting paper, scheduling, and duplicating student skill sheets and lesson plans.

### Planning and Organization

Plans for paper ordering, scheduling, and organizing volunteers to assist with art activities are included in an easy to follow notebook. Includes student worksheets, a leveled writing component for teachers ("Art in Writing"), lesson plans for teachers, program outlines, vocabulary lists, recruitment letters, supply lists, newsletter articles, and even thank you notes for volunteers.

### Art Materials

A large laminated reproduction of a work of art from the artist or culture is coordinated with each unit and technique being studied. Music composed during each period of art studied enhances the classroom art activities and lectures.

### Art Supplies

A class set of art supplies is provided for every unit. Tumblers for holding brushes and pens, water cups, paper plate palettes, blending tissues, and carrying tote are all included in the art supply package. All materials comply with California State Education Codes.

Schools provide construction paper and duplicating of student worksheets and teacher lesson plans

### Program Costs

See Exhibit A attached.

# Art Master

## Art Masters Programs

### Exhibit A 2012-2013



Art Masters is a non-profit organization that provides Art Masters Programs to schools and districts. The programs are designed to provide students with a high-quality art education and to provide teachers with the resources and training they need to effectively teach art.

Art Masters Programs are available in two formats: Classroom Studio Art and Staff Assembly and In-service Programs.

	Price per Unit	Price per Class per Unit	Price per School
Slide Assembly	\$335		
Classroom Studio Art Activity		\$40	
Implementation Guide			\$65
Resources (a)	\$150 to \$400		

Staff Assembly and In-service Programs

	Price per Unit	Price per School
Slide Assembly	\$335	
Staff Development Workshops	\$225	
Implementation Guide		\$65
Resources (a)	\$225 to \$475	

(a) Resources Include Lesson Plans (in-service plans only), Prints and Music, and Art supplies. Art supplies vary from unit to unit. Art Masters tries to utilize economies of scale. By doing so we keep the costs down and reuse many of the supplies. If more than one unit is purchased and an art supply can be used in one or more units, Art Masters will only charge the customer for that given supply once. For example, if the customer purchases one unit that requires the use of chalk pastels and purchases a second unit (a different artist) that also uses chalk pastels, the customer will only pay for one set of the chalk pastels. Additionally, the cost for Resources will be lower for schools that have previously used Art Masters, since some of the Resources can be used from year to year.

The prices stated above are for the 2012-2013 school year. Each individual school will be required to sign an agreement outlining the type of Service to be provided, the number of Units requested, and the number of classes. The Resources will be calculated based on these variables together with the Resources that the individual school already has in place. This rate table will also apply to any changes in the number of Units or the actual number of classes. A contract adjustment billing or a credit will be given in such cases. This price sheet is subject to change and Art Masters, Inc., may unilaterally notify Customer in writing of any changes in pricing or fees or other amounts hereunder.

**EXTENSION OF AGREEMENT NO. ICA 1213087**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**ART MASTERS, INCORPORATED**

Independent Contractor Agreement No. ICA 1213087 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Art Masters, 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 \$50,000.

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

**Capistrano Unified School District**

**Art Masters, Incorporated**

By:   
Signature

By:   
Signature

Terry Fluent

STUART J. GROMAN

Print Name

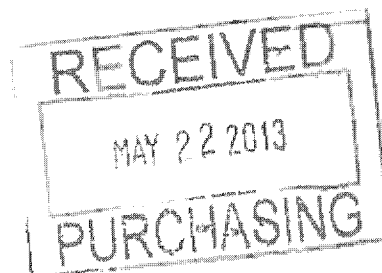
Director, Purchasing

PRESIDENT

Title

Date: 7/12/13

Date: 5/15/13





# Art Masters

## Assembly & In-service Art Programs



Our Assembly and in-service program provides *Art Master* story-telling lecturers for assemblies, followed by a workshop for your faculty or parent volunteers.

### Slide assemblies

A full day of grade level multimedia/slide assemblies for each unit introduces students to artists and cultures through multimedia/slide presentations, stories, music and games. Visiting Art Master lecturers are trained in discipline based art education and story telling techniques.

### Staff development workshops for classroom studio art activities

Studio art workshops for each program unit thoroughly prepare faculty or volunteers to guide students through follow-up art activities. Our workshop leaders share their classroom teaching experiences with each art project to ensure every participant's success in the classroom. Everyone masters a medium and a technique with each new artist-unit!

### Coordinators meeting

A consultation with volunteer or staff coordinators covers ordering and cutting paper, scheduling, and duplicating student skill sheets and lesson plans.

### Implementation guide notebook

Plans for paper ordering, scheduling, and organizing volunteers to assist with art activities are included in an easy to follow notebook. Includes student worksheets, a leveled writing component for teachers ("Art in Writing"), lesson plans for teachers, program outlines, vocabulary lists, recruitment letters, supply lists, newsletter articles, and even thank you notes for volunteers.

### Prints and Music

A large laminated reproduction of a work of art from the artist or culture is coordinated with each unit and technique being studied. Music composed during each period of art studied enhances the classroom art activities and lectures.

### Art supplies\*

A class set of art supplies is provided for every unit. Tumblers for holding brushes and pens, water cups, paper plate palettes, blending tissues, and carrying tote are all included in the art supply package. All materials comply with California State Education Codes.

\*Schools provide construction paper and duplicating of student worksheets and teacher lesson plans.

### Program cost

See Exhibit A attached.

# Art Masters

## Art Masters Programs Exhibit A 2013-2014



The following table lists the costs of our Full Service Assembly and Classroom Studio Art Program and our Assembly and In-service Program for the 2013-2014 school year. This is the 4<sup>th</sup> consecutive year that Art Masters has not increased our billing rates.

### Full Service Assembly and Classroom Studio Art Program:

	Price per Unit	Price per Class per Unit	Price per School
Slide Assembly	\$335		
Classroom Studio Art Activity		\$40	
Implementation Guide			\$65
Resources (a)	\$150 to \$400		

### Staff Assembly and In-service Program:

	Price per Unit	Price per School
Slide Assembly	\$335	
Staff Development Workshops	\$225	
Implementation Guide		\$65
Resources (a)	\$225 to \$475	

(a) Resources Include Lesson Plans (in-service plans only), Prints and Music, and Art supplies. Art supplies vary from unit to unit. Art Masters tries to utilize economies of scale. By doing so we keep the costs down and reuse many of the supplies. If more than one unit is purchased and an art supply can be used in one or more units, Art Masters will only charge the customer for that given supply once. For example, if the customer purchases one unit that requires the use of chalk pastels and purchases a second unit (a different artist) that also uses chalk pastels, the customer will only pay for one set of the chalk pastels. Additionally, the cost for Resources will be lower for schools that have previously used Art Masters, since some of the Resources can be used from year to year.

The prices stated above are for the 2013-2014 school year. Each individual school will be required to sign an agreement outlining the type of Service to be provided, the number of Units requested, and the number of classes. The Resources will be calculated based on these variables together with the Resources that the individual school already has in place. This rate table will also apply to any changes in the number of Units or the actual number of classes. A contract adjustment billing or a credit will be given in such cases. This price sheet is subject to change and Art Masters, Inc., may unilaterally notify Customer in writing of any changes in pricing or fees or other amounts hereunder.



# CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675  
TELEPHONE: (949) 234-9441/FAX: 493-4083 [www.copousd.org](http://www.copousd.org)

BOARD OF TRUSTEES  
JOHN M. ALPAY  
PRESIDENT

LYNN HATTON  
VICE PRESIDENT

ANNA BRYSON  
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT  
JOSEPH M. FARLEY, ED.D.

April 18, 2013

Sent via e-mail [stuart@art-masters-inc.com](mailto:stuart@art-masters-inc.com)

Art Masters, Inc.  
24872 Via Del Rio  
Lake Forest, CA 92630  
Attention: Stuart Groman

**Subject: Extension of Contract No. ICA 1213087**

Dear Mr. Groman,

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

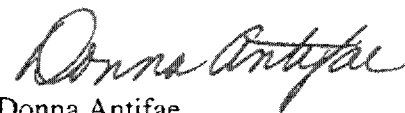
Please electronically return the fee schedule to me at [dmantifae@capousd.org](mailto:dmantifae@capousd.org) by Tuesday, April 30, 2013.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9444.

Sincerely,

  
Donna Antifae  
Buyer/Planner, Purchasing

**EXTENSION NO 2 OF AGREEMENT NO. ICA 1213117**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**CALIFORNIA WEEKLY EXPLORER, INCORPORATED**

Independent Contractor Agreement No. ICA 1213117 called for an original contract period of July 1, 2012, through June 30, 2013. The agreement with California Weekly Explorer, Incorporated shall be extended an additional 12 months, for the period July 1, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$13,200.

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

**Capistrano Unified School District**

**California Weekly Explorer,  
Incorporated**

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

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

Terry Fluent

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

Director, Purchasing

\_\_\_\_\_  
Title

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

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

**CALIFORNIA**  
**WEEKLY EXPLORER®**  
 15052 Red Hill Avenue, Suite G  
 Tustin, California 92780  
 714-247-2250 fax 714-247-2254  
 www.californiaweekly.com  
 info@californiaweekly.com

## 2014/2015 WALK THROUGH PRESENTATIONS

### PRICE SCHEDULE

#### PRESENTATION PRICING

PRESENTATION DATES	DISCOUNTED PRICES*
FALL: OCTOBER-DECEMBER	\$290. <sup>00</sup> PER PRESENTATION
SPRING: JANUARY-JUNE	\$315. <sup>00</sup> PER PRESENTATION
DAILY TRAVEL FEE	VARIES BY COUNTY
PREPAY AND SAVE 5%	MAIL PAYMENT BY 7/31/14

\* IF WHEN PAYMENT IS MADE LATER THAN COMPLETION OF PRESENTATIONS, IT WILL BE FOR THE NON-DISCOUNTED PRICE WHICH IS 10% HIGHER. PURCHASE ORDERS ARE NOT CONSIDERED PAYMENT FOR INVOICES.

#### DAILY TRAVEL FEE CHART

COUNTY	FEE	COUNTY	FEE	COUNTY	FEE	COUNTY	FEE
ALAMEDA	\$130	KINGS	\$130	PLACER	\$155	SIERRA	\$155
ALPINE	\$155	LAKE	\$155	PLUMAS	\$155	SISKIYOU	\$155
AMADOR	\$155	LASSEN	\$155	RIVERSIDE	\$110	SOLANO	\$130
BUTTE	\$155	LOS ANGELES	\$110	SACRAMENTO	\$130	SONOMA	\$130
CALAVERAS	\$155	MADERA	\$155	SAN BENITO	\$155	STANISLAUS	\$130
COLUSA	\$155	MARIN	\$130	SAN BERNADINO	\$110	SUTTER	\$155
CONTRA COSTA	\$130	MARIPOSA	\$155	SAN DIEGO	\$110	TEHAMA	\$155
DEL NORTE	\$155	MENDOCINO	\$155	SAN FRANCISCO	\$130	TRINITY	\$155
EL DORADO	\$130	MERCED	\$130	SAN JOAQUIN	\$130	TULARE	\$130
FRESNO	\$130	MODOC	\$155	SAN LUIS OBISPO	\$130	TUOLUMNE	\$155
GLENN	\$155	MONO	\$155	SAN MATEO	\$130	VENTURA	\$130
HUMBOLDT	\$155	MONTEREY	\$155	SANTA BARBARA	\$130	YOLO	\$155
IMPERIAL	\$130	NAPA	\$130	SANTA CLARA	\$130	YUBA	\$130
INYO	\$155	NEVADA	\$155	SANTA CRUZ	\$155		
KERN	\$130	ORANGE	\$50	SHASTA	\$155		

#### CONDITIONS

1. EACH PRESENTATION IS LIMITED TO A MAXIMUM OF 36 STUDENT PARTICIPANTS.
2. CANCELLATIONS AND CHANGES MAY BE MADE UP TO 60 DAYS PRIOR TO SCHEDULED PRESENTATIONS. IF ANY CANCELLATIONS/CHANGES ARE MADE LESS THAN 60 DAYS PRIOR TO SCHEDULED PRESENTATIONS, YOU WILL BE RESPONSIBLE FOR THE PAYMENT IN FULL OF THE ORIGINAL INVOICE AND ANY OTHER APPLICABLE CHANGE FEES.
3. PERSON(S) PLACING THE ORDER WILL ONE TEACHER PREPARATION BOOKLET PER PRESENTATION TO DISTRIBUTE TO EACH TEACHER. REPLACEMENT FOR EACH LOST BOOKLET IS \$15.<sup>00</sup>.
4. WE CANNOT PRESENT TO 5TH OR 6TH GRADE CLASSES IF STUDENTS ARE NOT PREPARED ACCORDING TO THE TEACHER PREPARATION BOOKLET INSTRUCTIONS. SINCE THIS DATE IS RESERVED FOR YOUR SCHOOL, PAYMENT IN FULL WILL STILL BE REQUIRED.
5. ALL PRESENTATIONS AND THEIR CONTENTS ARE PROTECTED BY REGISTERED COPYRIGHT; NO LICENSE OR PERMISSION IS GRANTED TO INDIVIDUALS OR ORGANIZATIONS TO USE ANY INCLUDED MATERIAL BEYOND THE SCOPE OF EACH OF THE PERFORMANCES. ONLY CERTAIN PORTIONS OF EACH PRESENTATION ARE ALLOWED TO BE RECORDED AT THE PRESENTER'S DISCRETION. PLEASE CHECK WITH YOUR SCHOOL'S POLICY REGARDING THE RECORDING OF STUDENTS. PHOTOGRAPHS ARE PERMITTED.
6. PURCHASE ORDERS ARE NOT CONSIDERED PAYMENT FOR INVOICES.

**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement for Contracted Services ("Agreement") is effective as of 9-25-12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

**CALIFORNIA WEEKLY EXPLORER, 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 \$13,200.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this base Agreement is for one year commencing 9/25/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

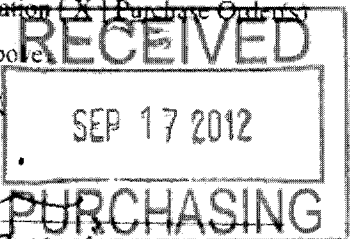
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

**DISTRICT**

By: Terry Fluent  
 Name: Terry Fluent  
 Title: Director, Purchasing  
 Board Approval Date: 9/24/12

**CONTRACTOR**

Signature: Morgan S. Davis  
 Name: Morgan S. Davis  
 Title: Operations Manager/VP  
 Address: 15052 Red Hill Ave Suite G  
Justin CA 92780  
 Email Address: Bdm@cwelb2d.com  
 FEIN/SSN: 95-3733982



CALIFORNIA WEEKLY EXPLORER, INC.  
15052 RED HILL AVENUE, SUITE G  
TUSTIN, CA 92780  
(714)247-2250 FAX (714)247-2254  
info@californiaweekly.com  
www.californiaweekly.com



Enter your preferred dates:

Our Minimum Day is: M T W T F None/Varies

1st Choice: \_\_\_\_\_

2nd Choice: \_\_\_\_\_

3rd Choice: \_\_\_\_\_

We will contact you within 3 business days if the above dates are no longer available.

After May 23<sup>rd</sup>, please call for available dates.

#### INSTRUCTIONS

- ♦ Select first, second, and third choice dates and write them in the upper right hand corner.
- ♦ FAX both sides or mail form to our offices. You can also go online and fill out a PDF form and email it to us. All forms received are date stamped and processed on a first-come, first-served basis.

SCHOOL: \_\_\_\_\_

SCHOOL ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_, CA ZIP: \_\_\_\_\_ DISTRICT: \_\_\_\_\_

SCHOOL PHONE: (\_\_\_\_) \_\_\_\_\_ EXT \_\_\_\_\_ SCHOOL FAX (\_\_\_\_) \_\_\_\_\_ ALT/CELL (\_\_\_\_) \_\_\_\_\_

ORDERED BY: \_\_\_\_\_ TITLE \_\_\_\_\_ EMAIL: \_\_\_\_\_

PRESENTATION LOCATION (IF DIFFERENT FROM ABOVE) \_\_\_\_\_

**WALK THROUGH TEAM LEAD:** Teacher/administrator responsible for receiving and distributing teacher booklets, and completing confirmation form. Prep Booklets cannot be sent to PTA personnel.

NAME: \_\_\_\_\_ TITLE \_\_\_\_\_ PHONE: (\_\_\_\_) \_\_\_\_\_

EMAIL: \_\_\_\_\_ BEST WAY TO CONTACT: ☐ EMAIL ☐ SCHOOL PHONE ☐ CELL

IS YOUR SCHOOL NEW TO WALK THROUGHS? \_\_\_\_\_ IS YOUR GRADE LEVEL NEW TO WALK THROUGHS? \_\_\_\_\_

#### WALK THROUGH PRESENTATION PRICING

- ♦ **SAVE!** Fall prices reflect a \$25.00 discount (October-Dec 31). Schedule two presentations per day (\$25 off second presentation on the same day).
- ♦ **SAVE!** Pre-pay discount: Take 5% off if payment is sent by July 31<sup>st</sup>, 2012 and/or within 7 days of returning this reservation form.
- ♦ Prices reflect a 10% discount for payments made on/before the due date (last day of the presentation). Add 10% for payments made after due date.

**FALL PRICES**-Presentation dates- October through December, 2012:

How many presentations? Give 1st, 2nd, & 3rd choice dates in box at top right. (No more than 36 students per presentation)

# of: _____ CALIFORNIA	(\$300 first - \$275 second; \$300 third - \$275 fourth, etc.)	= \$ _____
# of: _____ REVOLUTION	(\$300 first - \$275 second; \$300 third - \$275 fourth, etc.)	= \$ _____
# of: _____ ANCIENT WORLD	(\$300 first - \$275 second; \$300 third - \$275 fourth, etc.)	= \$ _____

**SPRING PRICES**-Presentation dates- January through June, 2013:

How many presentations? Give 1st, 2nd, & 3rd choice dates in box at top right. (No more than 36 students per presentation)

# of: _____ CALIFORNIA	(\$325 first - \$300 second; \$325 third - \$300 fourth, etc.)	= \$ _____
# of: _____ REVOLUTION	(\$325 first - \$300 second; \$325 third - \$300 fourth, etc.)	= \$ _____
# of: _____ ANCIENT WORLD	(\$325 first - \$300 second; \$325 third - \$300 fourth, etc.)	= \$ _____

\* Before choosing dates, please consider:

- ♦ School holidays/vacations
- ♦ Minimum days
- ♦ Annual school events  
(science camps, fundraisers, campus events)
- ♦ State-wide testing

Total from Above \$ \_\_\_\_\_

Total Travel fee (see chart)  
(\$ \_\_\_\_\_ fee x \_\_\_\_\_ # of days) = \$ \_\_\_\_\_

Sub-Total \$ \_\_\_\_\_

5% pre-pay discount (\$ \_\_\_\_\_)  
(check must be enclosed or sent by July 31<sup>st</sup>, 2012 or within 7 days after sending form)

**TOTAL COST:** \$ \_\_\_\_\_

Add 10% if paid after due date  
(last day of presentations) \$ \_\_\_\_\_

Page 1 of 2

\*This is a two-sided form

SCHOOL: \_\_\_\_\_

### Authorization and Billing Information

Please provide information below to ensure we invoice the proper department/organization.

Check with your district for the proper invoicing.

Please do not use teachers for billing unless personally paying for the presentations.

1. The invoice for these programs will be paid by:

☐ school district    ☐ local school    ☐ parent organization    ☐ other: \_\_\_\_\_

2. Billing Contact Person: \_\_\_\_\_ School/organization/dept: \_\_\_\_\_

Phone: \_\_\_\_\_ ext: \_\_\_\_\_ Email: \_\_\_\_\_

Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ CA Zip: \_\_\_\_\_

3. Does your district require a purchase order number? (Purchase orders are not considered payment)

☐ not needed for this    ☐ will be sent later    ☐ Purchase Order #: \_\_\_\_\_

4. **PAYMENT:** Payment is due by date of presentation. Prices shown on reservation form include the standard 10% discount. Payments made after the due date will be for the non-discounted price.

Please indicate when you intend to pay:

☐ mailed by date of program    ☐ enclosed with this order (deduct 5% more from discounted price)

☐ after date of program and will be paying the 10% higher, non-discounted price.

### CONDITIONS

1. Each program is limited to a maximum of 36 student participants.
2. Cancellations and changes may be made up to 60 days prior to scheduled presentations. If any cancellations/changes are made less than 60 days prior to scheduled presentations, you will be responsible for the payment in full of the original invoice and any other applicable change fees.
3. Person(s) placing the order will receive a confirmation form and one teacher preparation booklet per presentation to distribute to each teacher. Replacement for each lost booklet is \$15.
4. We cannot present programs to 5th or 6th grade classes if students are not prepared to according to the teacher preparation booklet instructions. Since this date is reserved for your school, the invoice will need to be paid even if the program is not presented for this reason.
5. All programs and their contents are protected by registered copyright; no license or permission is granted to individuals or organizations to use any included material beyond the scope of each of the performances. Only certain portions of each presentation are allowed to be video recorded at the presenter's discretion. Please check with your school's policy regarding the video recording of students. Photographs are permitted.
6. Purchase orders are not considered payment for invoices.

### Authorization

I authorize the reservation of the programs listed on the front of this form according to the conditions and payment terms above. I have read and understood the above conditions.

**X** \_\_\_\_\_

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

Mail or FAX both pages/sides to (714) 247-2254

Make a copy of this form for your records



**WE START TAKING  
RESERVATIONS  
APRIL 15<sup>th</sup>!**

## ORDERING "WALK THROUGH" PRESENTATIONS

- ◆ Complete both sides of the form and sign the back. Include your 1st, 2nd and 3rd choice dates.
- ◆ **Act fast for the best dates! April 15<sup>th</sup> is the first day of reservations.** Dates are assigned based on a first-come, first-served basis. Spring dates are especially popular and fill quickly.
- ◆ Check your requested dates with necessary staff members and your school's master calendar before submitting your reservation. Our calendars fill quickly and similar dates may not be available if you need to change your date.
- ◆ **Orders placed from April 15 - May 15<sup>th</sup>:** You will be notified within 3 days if the dates you requested are not available. If your dates are available, a confirmation email will be sent within 2 weeks.
- ◆ **Ordering after May 15<sup>th</sup>:** Please contact the office for available dates before submitting your form.
- ◆ You may cancel or change dates up to **60 days** prior to scheduled presentations without penalties. If cancellations or changes are made less than 60 days prior to scheduled presentations, you will be responsible for the full amount of invoice along with any other applicable charges.
- ◆ Please note that our offices will be closed the month of July and re-open the month of August.
- ◆ *Teacher Preparation Booklets* will be sent in September. Please open the packet and return the *Confirmation/Work Order* promptly. Invoices will be sent in September to the billing person listed on this invoice.

### PRESENTATION PRICES

First presentation each day	\$325
Second presentation (on same day)	\$300
Two presentations on one day	\$625
Daily Travel Fee (see below)	(Varies)

### WAYS TO SAVE

- \$25 discount per program for Oct-Dec dates
- Book two programs per day
- **Prepay Discount 5% off total amount**  
Paid in full by July 31<sup>st</sup>, 2012. After July, payment must be received within seven days of receipt of your reservation form.

### DAILY TRAVEL FEE CHART

*(Please contact us if your zip code is not listed)*

Zip codes	Fee	Zip codes	Fee	Zip codes	Fee	Zip codes	Fee	Zip codes	Fee
90001-90262	100	91350-91351	110	92014-92014	85	92335-92337	90	92386-92386	130
90265-90265	80	91352-91352	90	92019-92030	110	92338-92338	130	92388-92388	90
90266-90270	75	91355-91355	115	92036-92040	130	92341-92342	130	92392-92397	130
90272-90505	80	91356-91356	90	92054-92058	85	92345-92345	130	92399-92399	130
90601-90703	70	91360-91360	105	92059-92065	105	92346-92346	90	92401-92599	85
90706-90822	70	91364-91699	100	92067-92069	80	92350-92350	90	92601-92679	50
91001-91214	75	91701-91739	80	92071-92071	110	92352-92352	130	92681-92899	45
91301-91307	85	91740-91899	75	92075-92079	85	92353-92354	90	93001-93899	130
91310-91310	105	91901-91941	130	92082-92082	110	92356-92356	130	93900-93999	135
91311-91311	90	91950-91951	105	92083-92085	85	92357-92360	90	94001-94499	155
91316-91319	85	91962-91980	130	92086-92315	130	92365-92368	130	94500-95499	130
91320-91321	110	92003-92003	90	92316-92325	90	92369-92369	85	95601-95999	130
91324-91345	90	92007-92011	80	92327-92327	130	92374-92383	100		

# CALIFORNIA WEEKLY EXPLORER

**PRODUCERS OF THE WALK THROUGH PRESENTATIONS!**

For over 30 years, California Weekly Explorer has specialized in Social Science programs. "Walk Through" presentations are renowned throughout California for interactive, age-appropriate, standards-based instruction. Each 2 ½ hour presentation combines numerous learning modalities, drama, positive reinforcement, and storytelling in a "game show" format. It's not your typical assembly; during a "Walk Through" every student is involved. Our in-school "field trips" allow schools to work within their budget and daily schedule. Our presenters perform thousands of programs yearly to over 100,000 students!

*Walk Through California (4th Grade)* - This presentation focuses on major events that shaped our great state of California, from Native Americans through statehood. A large topographical map of California is built for students to experience California's geography hands-on.

*Walk Through the American Revolution (5th Grade)* - Students "become" famous men and women of the American Revolution. Flags, maps, re-enactments, music, and games help students explore American liberty and patriotism.

*Walk Through the Ancient World (6th Grade)* - Students portray famous characters of the past, such as Julius Caesar, Cleopatra, and Socrates. Students broaden their understanding with maps, timelines, and games.

## 2012-2013 CALENDAR

Use this calendar as a handy reference for Walk Through dates... Be sure to check your district/school calendar for conflicts	October 2012							November 2012							December 2012						
	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5	6					1	2	3							1
	7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8
	14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15
	21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22
	28	29	30	31				25	26	27	28	29	30		23	24	25	26	27	28	29
															30	31					

January 2013						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February 2013						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

March 2013						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2013						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	★ 15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2013							June 2013						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4							1
5	6	7	8	9	10	11	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	29
							30						

When booking Walk Through presentations, please check your school/district calendars carefully for conflicts such as state testing, vacations, minimum days, furlough days & conferences. Once scheduled, reservations are difficult to change as our calendars fill quickly. Don't forget...reservations start every year on April 15th!



# CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675  
TELEPHONE: (949) 234-9441/FAX: 493-4083 [www.copousd.org](http://www.copousd.org)

## BOARD OF TRUSTEES

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PRESIDENT

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SUPERINTENDENT  
JOSEPH M. FARLEY, Ed.D.

April 18, 2013

Sent via e-mail [han.yewe@aol.com](mailto:han.yewe@aol.com)

California Weekly Explorer, Inc.  
15052 Red Hill Ave. Suite G  
Tustin, CA 92780  
Attention: Morgan B. Hovis

**Subject: Extension of Contract No. ICA 1213117**

Dear Ms. Hovis,

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

Please electronically return the fee schedule to me at [dmantifae@capousd.org](mailto:dmantifae@capousd.org) by Tuesday, April 30, 2013.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9444.

Sincerely,

Donna Antifae  
Buyer/Planner, Purchasing

SERVING THE COMMUNITIES OF:

ALISO VIEJO • COTO DE CAZA • DANA POINT • LADERA RANCH • LAGUNA NIGUEL • LAS FLORES • MISSION VIEJO  
RANCHO SANTA MARGARITA • SAN CLEMENTE • SAN JUAN CAPISTRANO

**EXTENSION OF AGREEMENT NO. 1 ICA 1213117**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**CALIFORNIA WEEKLY EXPLORER**

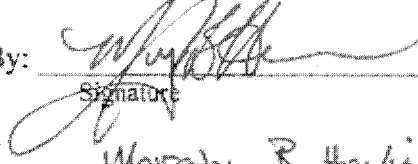
Independent Contractor Agreement No. ICA 1213117 called for an original contract period of July 1, 2012 through June 30, 2013. The agreement with Customized Vision Care shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$13,200.

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

**Capistrano Unified School District**

**California Weekly Explorer**

By:   
Signature

By:   
Signature

Terry Fluent

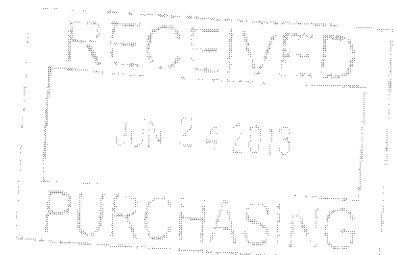
Morgan B. Davis  
Print Name

Director, Purchasing

Operations Manager  
Title

Date: 7/14/13

Date: 6/8/13



**CALIFORNIA**  
**WEEKLY EXPLORER.**  
 15052 RED HILL AVENUE, SUITE G  
 TUSTIN, CA 92780  
 (714)247-2250 FAX (714)247-2254  
 INFO@CALIFORNIAWEEKLY.COM  
 WWW.CALIFORNIAWEEKLY.COM

TRY OUR NEW ONLINE RESERVATIONS  
 TABLE IMMEDIATE CONFIRMATION!  
 GO TO WWW.CALIFORNIAWEEKLY.COM  
 AND CLICK "BOOK NOW!"



- SELECT FIRST, SECOND, AND THIRD CHOICE DATES AND WRITE THEM IN THE UPPER RIGHT HAND CORNER AND COMPLETE FORM.
- FAX BOTH SIDES (PAGES 3 & 4) TO OUR OFFICES AT 714-247-2254 OR E-MAIL BOTH SIDES (PAGES 3 & 4) TO INFO@CALIFORNIAWEEKLY.COM

DATES	
ENTER YOUR PREFERRED DATES	
1ST CHOICE	_____
2ND CHOICE	_____
3RD CHOICE	_____
<small>• WE WILL CONTACT YOU WITHIN 3 BUSINESS DAYS IF THE ABOVE DATES ARE NO LONGER AVAILABLE.          • AFTER MAY 15TH, PLEASE CALL FOR AVAILABLE DATES</small>	

SCHOOL: \_\_\_\_\_  
 SCHOOL ADDRESS: \_\_\_\_\_ DISTRICT: \_\_\_\_\_  
 CITY: \_\_\_\_\_, CA ZIP: \_\_\_\_\_ COUNTY: \_\_\_\_\_  
 SCHOOL PHONE: (\_\_\_\_) \_\_\_\_\_ EXT: \_\_\_\_\_ SCHOOL FAX: (\_\_\_\_) \_\_\_\_\_ ALT/CELL: (\_\_\_\_) \_\_\_\_\_  
 ORDERED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

PRESENTATION LOCATION (IF DIFFERENT FROM ABOVE): \_\_\_\_\_

**WALK THROUGH TEAM LEAD:** TEACHER/ADMINISTRATOR RESPONSIBLE FOR RECEIVING AND DISTRIBUTING TEACHER PREPARATION BOOKLETS, AND COMPLETING CONFIRMATION FORM. PREP BOOKLETS CANNOT BE SENT TO PTA PERSONNEL.

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_ PHONE: (\_\_\_\_) \_\_\_\_\_

E-MAIL: \_\_\_\_\_ BEST WAY TO CONTACT: ☐ E-MAIL ☐ SCHOOL PHONE ☐ CELL

IS YOUR SCHOOL NEW TO WALK THROUGHS? \_\_\_\_\_ IS YOUR GRADE LEVEL NEW TO WALK THROUGHS? \_\_\_\_\_

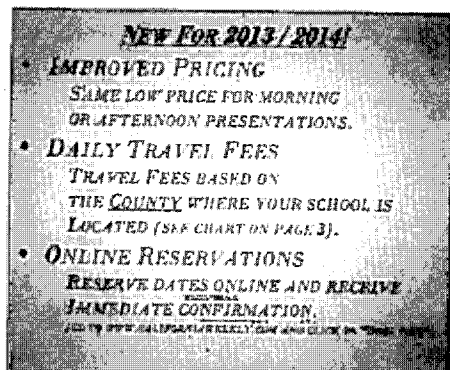
### WALK THROUGH PRESENTATION PRICING

- \*PRICES REFLECT A 10% DISCOUNT FOR PAYMENTS MADE ON/BEFORE THE DUE DATE (LAST DAY OF THE PRESENTATIONS). ADD 10% FOR PAYMENTS MADE AFTER DUE DATE.
- ▶ SAVINGS! FALL DISCOUNT - \$25.00 DISCOUNT FOR EACH PRESENTATION TAKING PLACE OCTOBER THROUGH DECEMBER
- ▶ ADDITIONAL SAVINGS! PRE-PAY DISCOUNT: TAKE 5% OFF TOTAL DISCOUNTED PRICE IF FULL PAYMENT IS SENT BY JULY 31, 2013.

**PRICE - \$315.00 \* FOR EACH PRESENTATION**

HOW MANY PRESENTATIONS ARE YOU RESERVING? (UP TO TWO PRESENTATIONS PER DAY)

\_\_\_\_\_ WALK THROUGH CALIFORNIA (\$315.00 ea. \*) = \$ \_\_\_\_\_  
 \_\_\_\_\_ WALK THROUGH THE AMERICAN REVOLUTION (\$315.00 ea. \*) = \$ \_\_\_\_\_  
 \_\_\_\_\_ WALK THROUGH THE ANCIENT WORLD (\$315.00 ea. \*) = \$ \_\_\_\_\_



SUB-TOTAL = \$ \_\_\_\_\_  
 TOTAL TRAVEL FEE (SEE CHART) = \$ \_\_\_\_\_  
 (\$ \_\_\_\_\_ FEE X \_\_\_\_\_ DAYS)  
 TOTAL FALL DISCOUNT (OCT - DEC) = (\$ \_\_\_\_\_)  
 (\$25.00 X \_\_\_\_\_ FALL PRESENTATIONS) SAVINGS  
 SUB-TOTAL = \$ \_\_\_\_\_  
 5% PRE-PAY DISCOUNT = (\$ \_\_\_\_\_)  
 (PAYMENT MUST BE RECEIVED BY JULY 31, 2013) SAVINGS

**TOTAL COST** = \$ \_\_\_\_\_

ADD 10% IF PAID AFTER DUE DATE = \$ \_\_\_\_\_  
(LAST DAY OF PRESENTATIONS INSTALLED IN SCHOOL) **TOTAL COST + 10%**

### HELPFUL INFORMATION

- IF UTILIZING THE STANDARD RESERVATION FORM, COMPLETE BOTH PAGES OF THE RESERVATION FORM AND SIGN THE BACK. FORMS MUST BE E-MAILED OR FAXED AS SOON AS POSSIBLE ON OR AFTER APRIL 15<sup>TH</sup> TO RECEIVE YOUR CHOICE DATES. DATES ARE ASSIGNED BASED ON A FIRST-COME, FIRST-SERVED BASIS. ONLINE RESERVATIONS RECEIVE PRIORITY.
- AFTER MAY 15<sup>TH</sup>, PLEASE CALL OUR OFFICES FOR AVAILABLE DATES OR TRY OUR ONLINE RESERVATIONS AT [WWW.CALIFORNIAWEEKLY.COM](http://WWW.CALIFORNIAWEEKLY.COM) AND CLICK ON "BOOK NOW!"
- YOU MAY CANCEL OR CHANGE DATES UP TO 60 DAYS PRIOR TO SCHEDULED PRESENTATIONS WITHOUT PENALTIES. IF CANCELLATIONS OR CHANGES ARE MADE LESS THAN 60 DAYS PRIOR TO SCHEDULED PRESENTATIONS, YOU WILL BE RESPONSIBLE FOR THE FULL AMOUNT OF INVOICE ALONG WITH ANY OTHER APPLICABLE CHARGES. A \$25.00 ADDITIONAL FEE WILL BE ADDED TO ANY CHANGES MADE TO PRESENTATION DATES AFTER 30 DAYS OF RECEIVING YOUR CONFIRMATION/WORK ORDER DURING THE 2013-2014 SCHOOL YEAR.
- PLEASE NOTE THAT OUR OFFICES WILL BE CLOSED THE MONTH OF JULY AND RE-OPEN IN AUGUST.
- *TEACHER PREPARATION BOOKLETS* WILL BE SENT IN SEPTEMBER. PLEASE OPEN THE PACKET AND RETURN THE *CONFIRMATION/WORK ORDER* PROMPTLY. INVOICES WILL BE SENT IN SEPTEMBER TO THE BILLING PERSON LISTED ON THIS INVOICE.

### PRESENTATION PRICING

PRESENTATION DATES	DISCOUNTED PRICES*
FALL: OCTOBER-DECEMBER	\$290.00 PER PRESENTATION
SPRING: JANUARY-JUNE	\$315.00 PER PRESENTATION
DAILY TRAVEL FEE	VARIES BY COUNTY
PREPAY AND SAVE 5%	MAIL PAYMENT BY 7/31/13

\* IF WHEN PAYMENT IS MADE LATER THAN COMPLETION OF PRESENTATIONS, IT WILL BE FOR THE NON-DISCOUNTED PRICE WHICH IS 10% HIGHER. PURCHASE ORDERS ARE NOT CONSIDERED PAYMENT FOR INVOICES.

### DAILY TRAVEL FEE CHART BASED ON THE COUNTY WHERE YOUR SCHOOL IS LOCATED

COUNTY	FEE	COUNTY	FEE	COUNTY	FEE	COUNTY	FEE
ALAMEDA	\$130	KINGS	\$130	PLACER	\$155	SIERRA	\$155
ALPINE	\$155	LAKE	\$155	PLUMAS	\$155	SISKIYOU	\$155
AMADOR	\$155	LASSEN	\$155	RIVERSIDE	\$110	SOLANO	\$130
BUTTE	\$155	LOS ANGELES	\$110	SACRAMENTO	\$130	SONOMA	\$130
CALAVERAS	\$155	MADERA	\$155	SAN BENITO	\$155	STANISLAUS	\$130
COLUSA	\$155	MARIN	\$130	SAN BERNADINO	\$110	SUTTER	\$155
CONTRA COSTA	\$130	MARIPOSA	\$155	SAN DIEGO	\$110	TEHAMA	\$155
DEL NORTE	\$155	MENDOCINO	\$155	SAN FRANCISCO	\$130	TRINITY	\$155
EL DORADO	\$130	MERCED	\$130	SAN JOAQUIN	\$130	TULARE	\$130
FRESNO	\$130	MODOC	\$155	SAN LUIS OBISPO	\$130	TUOLUMNE	\$155
GLENN	\$155	MONO	\$155	SAN MATEO	\$130	VENTURA	\$130
HUMBOLDT	\$155	MONTEREY	\$155	SANTA BARBARA	\$130	YOLO	\$155
IMPERIAL	\$130	NAPA	\$130	SANTA CLARA	\$130	YUBA	\$130
INYO	\$155	NEVADA	\$155	SANTA CRUZ	\$155		
KERN	\$130	ORANGE	\$50	SHASTA	\$155		



**EXTENSION NO. 2 OF AGREEMENT ICA 1213042**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**MEET THE MASTERS, INCORPORATED**

Independent Contractor Agreement ICA 1213042 called for an original contract period of July 1, 2012, through June 30, 2013. The agreement with Meet the Masters, Incorporated shall be extended an additional 12 months, for the period July 1, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$75,000.

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

**Capistrano Unified School District**

**Meet the Masters, Incorporated**

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

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

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

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

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

\_\_\_\_\_  
Title

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

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



# 2014-2015 Price Sheet

## Meet the Masters, Inc.

### Pricing for CUSD

Base Price based on number of artist units per year:

Ranging from \$1300 - \$500 (7 units – 1 unit)

Pricing History: First price increase in 10 years.

Includes: Cost of Doing Business

Insurance, Rent, Taxes, Training, Utilities

Per Classroom Teaching Rate: \$31 per class/assembly

Pricing History: Has increased less than 3% in last 6 years.

Art Supplies: Prices have fluctuated up and down depending on pricing from vendors.

Pricing History: This year prices decreased on 30% of supplies

(Purchasing art supplies from MTM is not mandatory. Schools have the option of buying their own supplies)

Management Services-Helping schools implement program and assisting as needed throughout year.

\$25. Per Artist Unit-Unlimited Assistance

Pricing History: Unchanged for 5 Years

As these figures indicate, MTM has been very aware of the budget shortfalls of schools in CUSD, and has made a proven and ongoing effort to keep quality art education affordable with minimal or no cost increases.



## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 6/28/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

### MEET THE MASTERS, 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 "Contracting Services");

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$75,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

**DISTRICT**

**CONTRACTOR**

By: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 6/27/12

Signature Carrie Steele

Name: Carrie Steele

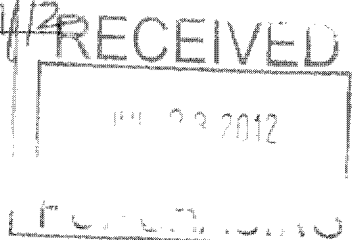
Title: Bookkeeper

Address 15 Calle Merceda

San Clemente CA 92673

Email Address: Carrie@meetthemasters.co

FEIN/SSN 33-0834702



## Pricing / What's Included:

Most schools purchase complete Tracks (7 artists in each), but we also offer 'a la carte' artists:

- ⇒ Curriculum for One Track (7 Artists in a Track): \$2,100
- ⇒ Curriculum for One Artist (a la carte): \$325

If you purchase a Track, it includes the following:

- ⇒ Implementation guide (step by step)
- ⇒ Artist lesson plan binders (7 artists)
- ⇒ Artist name/date cards
- ⇒ Vocabulary cards
- ⇒ Large laminated art prints (7)
- ⇒ Props for assemblies
- ⇒ PowerPoint slides presentation (7)
- ⇒ Color photo showing completed art activities
- ⇒ Student Awards
- ⇒ Duplicating Masters

Instructional DVDs: \$50 per artist

Specialized Art Supplies (one classroom kit contains 36 sets to create up to 750 projects per

artist). Example: Track A Pricing: \$494 (van Gogh, Monet, Homer, Picasso, Cassatt, Mondrian and Escher)



## More Information:

- Testimonials: <http://www.meetthemasters.com/testimonials/>
- Student Artwork Gallery: <http://www.meetthemasters.com/student-gallery/>
- 35 Artists and Art Projects: <http://www.meetthemasters.com/artists/>
- 5 Art Curriculum Tracks: <http://www.meetthemasters.com/how-it-works/track-schedule/>
- Vocabulary Learned: <http://www.meetthemasters.com/how-it-works/vocabulary-learned/>
- Implementation Guide TOC: <http://www.meetthemasters.com/implementation-guide/>
- VAPA Framework: <http://www.meetthemasters.com/how-it-works/visual-and-performing-arts-framework/>

**We look forward to working with your students! For more information or to place an order, please contact:**

Steve Johnson

Meet the Masters

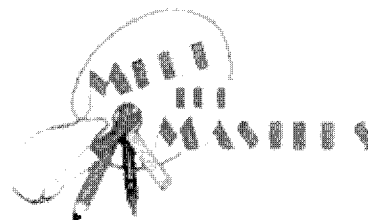
[steve@meetthemasters.com](mailto:steve@meetthemasters.com)

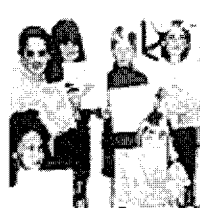
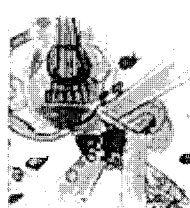
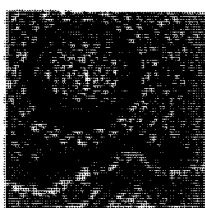
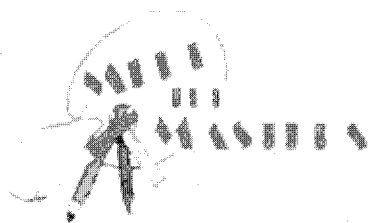
619-537-0111 (phone)

619-330-1900 (fax)

[www.meetthemasters.com](http://www.meetthemasters.com)

Award Winning K-8 Art Education





## About Meet the Masters:

Meet the Masters has over 25 years of history of providing interactive, multi-media art education to elementary school students worldwide. As California's leading art program, MTM has introduced Monet, Picasso, Van Gogh and a total of 35 Master Artists to more than 2 million Kindergarten thru 8th grade (and sometimes 12th grade) students.

The program's popularity spread quickly, and today Meet the Masters has spread to every region of the U.S. and internationally.

Proven 3-Step Program with Scripted & Timed Lesson plans	Step By Step Curriculum (4 Age -appropriate levels)	Implementation Guide & Coordination Instructions
<ul style="list-style-type: none"> <li>• Art history assemblies</li> <li>• Student technique packets</li> <li>• Hands-on art activity</li> </ul>	<ul style="list-style-type: none"> <li>• Kindergarten</li> <li>• Beginning (Grades 1-2)</li> <li>• Intermediate (Grades 3-4)</li> <li>• Advanced (Grades 5+)</li> </ul>	<ul style="list-style-type: none"> <li>• Art supply preparation</li> <li>• Volunteer instructions</li> <li>• Scheduling guidelines</li> <li>• Support and assistance</li> </ul>

## 35 Master Artists:

We offer 5 tracks that cover 35 Masters that will engage young artists through the wonderful world of art history and hands-on learning. We have eight female artists and offer a very diverse and multi-cultural art curriculum. Each track includes an implementation guide with step-by-step instructions, PowerPoint slides, visual aids, art prints, game props and vocabulary words. Key content standards (VAPA) integrate with Meet the Masters.

## 5 MTM Tracks: 7 Artists Per Track (\* Includes Kindergarten Lessons):

Track A	Track B	Track C	Track D	Track E
van Gogh*	Remington*	Miro	Chagall*	Rockwell*
Monet*	O'Keeffe*	Rembrandt*	Klee*	Warhol*
Homer*	Matisse*	Bonheur*	Seurat*	Rousseau*
Picasso*	Kahlo*	Gauguin*	Ringgold*	Hopper*
Cassatt,	Hokusai	Lawrence	Cezanne	Martinez
Mondrian	Degas	Calder	da Vinci	Klimt
Escher	Wood	Toulouse-Lautrec	Renoir	Michelangelo

## How the Program Works:

### Step 1: "Introducing the Masters" Assemblies

The Meet the Masters experience begins with a multi-media assembly using PowerPoint slides, artist voices, and music where the children learn about the fascinating lives and famous works of the Master Artists. Interactive questions and multi-media content will keep the students interest while walking through a virtual museum filled with interesting stories and facts. An art background is not necessary because all lesson plans are scripted, illustrated and timed. The art vocabulary, artist name/date cards, art elements, props and visuals are all included and organized – nothing to research or gather (20-45 minutes) Example: <http://www.meetthemasters.com/how-it-works/step1/>

### Step 2: "Learning from the Masters" Technique Packets

Now that the children have a true connection to the artist, it is time to introduce the techniques which made the art revolutionary. Back in the classroom they will work on a mostly self-guided follow-up packet which will be the pencil-on-paper means for your student to learn from the Masters. The worksheets reinforce the material previously presented in Introducing the Masters, and further prepares them for success in Step 3 (Working with the Masters). (15-30 minutes) Example: <http://www.meetthemasters.com/how-it-works/step2/>

### Step 3: "Working with the Masters" Art Projects

After learning the inspiration and techniques of each Master the children are ready for the real fun. Your classroom will transform into an art studio as the well-equipped teacher leads the students on a step-by-step journey through the art project. Often in the same medium, style or subject matter as the Master, the students will discover their creativity while developing confidence in their own unique abilities. Training DVDs can assist the teacher with step by step detailed instructions. (50-60 minutes) Example: <http://www.meetthemasters.com/how-it-works/step3/>

## Testimonials:

*The knowledge that the children are obtaining about different time periods and different styles of art is amazing. The program is super easy to follow and the cost of materials for the projects has been minimal, which is great for a school on a tight budget. I just wanted to say thank you for offering such a educational, user friendly, and economically sound program for our school.*

**Paciencia Polk / Imagine Schools Tempe, AZ**

*I have been teaching assemblies and some classroom lessons for 4 years at our school now. The children always say hello to me with a big smile on their faces where ever we meet. They are happy to see me because they LOVE our art program.*

*One spring, we had a special literacy and art evening at our school. The children displayed books they had written and illustrated during the year, and we had them select their favorite Meet the Masters art project from the 5 artists we had studied so far. We matted, labeled and hung over 900 pieces of artwork all over the walls of the gym. The effect was astounding and very emotional. The children were so proud of their work.*

**Lisa Fowler**

**MTM Committee Chair / Willow Springs Elementary  
Draper, UT**

*My 10-year-old daughter surprised me when she recognized a Picasso. "This was his blue period", she said. "How did you know that", I asked. Her reply was, "I learned about Picasso at Meet The Masters". I'm thrilled our school supports this program!*

**Janet W.**

**Parent, Mission Viejo, CA**



# CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675  
TELEPHONE: (949) 234-9441/FAX: 493-4083 [www.capousd.org](http://www.capousd.org)

## BOARD OF TRUSTEES

JOHN M. ALPAY  
PRESIDENT

LYNN HATTON  
VICE PRESIDENT

ANNA BRYSON  
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT  
JOSEPH M. FARLEY, ED.D.

April 18, 2013

Sent via e-mail [carrie@meetthemasters.com](mailto:carrie@meetthemasters.com)

Meet the Masters, Inc.  
15 Calle Merceda  
San Clemente, CA 92673  
Attention: Bonnie Steele

**Subject: Extension of Contract No. ICA 1213042**

Dear Ms. Steele,

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.


Please electronically return the fee schedule to me at [dmantifae@capousd.org](mailto:dmantifae@capousd.org) by Tuesday, April 30, 2013.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9444.

Sincerely,

  
Donna Antifae  
Buyer/Planner, Purchasing

**EXTENSION OF AGREEMENT NO. 1 ICA 1213042**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**MEET THE MASTERS, INCORPORATED**

Independent Contractor Agreement ICA 1213042 called for an original contract period of July 1, 2012 through June 30, 2013. The agreement with Meet the Masters, 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 \$75,000.

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

**Capistrano Unified School District**

**Meet the Masters, Incorporated**

By: Terry Fluent  
Signature

Terry Fluent

Director, Purchasing

Date: 7/1/13

By: Bonnie Steel  
Signature

Bonnie Steel  
Print Name

Pres  
Title

Date: 6-6-13

# 2013-2014 Price Sheet

## Meet the Masters, Inc.

### Pricing for CUSD

Base Price based on number of artist units per year:

Ranging from \$1200 - \$400 (7 units – 1 unit)

Pricing History: There has not been an increase in  
this base price for 10 years.

Includes: Cost of Doing Business

Insurance, Rent, Taxes, Training, Utilities

Per Classroom Teaching Rate: \$31 per class/assembly

Pricing History: Has increased less than 3% in last 6 years.

Art Supplies: Prices have fluctuated up and down depending on  
pricing from vendors.

Pricing History: This year prices decreased on many supplies  
by buying directly from Asia in large  
quantities and eliminating middle-man costs.

(Purchasing art supplies from MTM is not mandatory. Schools  
have the option of buying their own supplies)

Management Services-Helping schools implement program and  
assisting as needed throughout year.

\$25. Per Artist Unit-Unlimited Assistance

Pricing History: Unchanged for 5 Years

As these figures indicate, MTM has been very aware of the budget  
shortfalls of schools in CUSD, and has made a proven and ongoing effort  
to keep quality art education affordable with minimal or no cost increases.





**AMENDMENT TO  
INDEPENDENT CONTRACTOR AGREEMENT NO. ICA 1314093**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**ABATEC, INCORPORATED**

Independent Contractor Agreement No. 1314093 called for services to be rendered at the rates shown in the agreement.

The contract with Abatec, Incorporated, shall be amended to reflect the new business name of Dennis Patrick Hanna.

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**

**Dennis Patrick Hanna**

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

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

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

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

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

\_\_\_\_\_  
Title

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

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

**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement for Contracted Services ("**Agreement**") is effective as of September 26, 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").

**ABATEC, INCORPORATED**

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

**Fees and Expenses.** For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$18,470.00 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 August 28, 2013 to August 27, 2014, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

**DISTRICT**

By: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 9/25/13

**CONTRACTOR**

Signature: Dennis P. Hanna

Name: DENNIS P. HANNA

Title: PRESIDENT

Address: 25422 TRABUCO RD #105-332

LAKE FOREST, CA 92630

Email Address: janhanna@hotmail.com

FEIN/SSN: 33-0266963



FEE SCHEDULE  
PERIOD JULY 1, 2013 – JUNE 30, 2014

COMPANY NAME: ABATE, INC

REP NAME: DAVID P. HANNA

E-MAIL ADDRESS: \_\_\_\_\_

SCOPE OF WORK/IDENTIFY SERVICES TO BE PROVIDED:  
AHERA/ISPECTIONS EACH 6 MONTHS - SPECIFIC SITES

HOURLY RATE:

Description or Classification	Dollar (\$) Amount
CAL-OSHA CERTIFIED ASBESTOS CONSULTANT	SEE SCHEDULE

PARTS PERCENTAGE MARK-UP:

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

ANY ADDITIONAL CHARGES:

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

ABATEC, INC.  
25422 Trabuco Rd. #105-332  
Lake Forest, CA 92630

Certified Asbestos Consultants  
Cal-OSHA 92-0016  
Certified Lead Inspectors I260  
949 380-8995

#### FEE SCHEDULE

Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675  
Attn: Ms Vicki Byers, Purchasing

DATE: 08-08-13  
PHONE: 949 2349441  
FAX: 949 4934083

FEE SCHEDULE is based on individual school sites. Cost per site is based on size of school and amount of asbestos materials at each school to be reinspected.

SITE LOCATION: AHERA Periodic Surveillance - Various Sites, Semi-Annual  
For Time Period July 1, 2013 - June 30, 2014 to be  
Conducted during September 2013 and March-April 2014  
March-April 2014 to be 3 Year Reinspection

#### TYPE AND QUANTITY OF WORK

- \*As required by Federal Regulations, Periodic Surveillance each 6 months
- \*To be conducted by AHERA Certified Asbestos Building Inspector
- \*Review of Abatement Documentation since Previous 3 Year Reinspection or Periodic Surveillance
- \*Inspection of all sites active in the AHERA program for the District
- \*Relevant Sites Include:

#### Elementary School Sites and COST PER INSPECTION:

Cost	Cost	Cost	Cost
Ambuehl \$360	Barcelona \$360	Crown Valley \$420	Dana Handicap \$100
Moulton \$100	Concordia \$360	Las Palmas \$270	
Del Obispo \$360	Hankey \$360	Viejo \$360	
Palisades \$620	San Juan \$420	R.H.Dana \$420	

#### Middle or Intermediate School Sites and COST PER INSPECTION:

Cost	Cost	Cost	Cost
Marco Forster \$100	Fred Newhart \$325	Niguel Hills \$420	Shorecliffs \$360

#### High School Sites and COST PER INSPECTION:

Cost	Cost	Cost	Cost
Dana Hills \$800	Capo Valley \$ 900	San Clemente \$ 900	SCHS-UC \$360
J.Serra \$460			

#### Facility Sites and COST PER INSPECTION:

Cost
Transport So. \$100

 8-8-13  
DENNIS HANNA FOR ABATEC, INC. DATE

**AMENDMENT NO. 5 TO INDEPENDENT CONTRACTOR AGREEMENT  
NO. ICA 1213157**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**SUNBELT STAFFING, LLC**

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

The contract with Sunbelt Staffing, LLC shall be increased to \$150,000 and amended at the rates as shown in Exhibit A to this amendment.

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

**DISTRICT**

**CONSULTANT**

**Capistrano Unified School District**

**Sunbelt Staffing, LLC.**

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

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

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

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

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

\_\_\_\_\_  
Title

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

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



Contract No. ICA 1213157

## 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 \$13,000.00 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: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 10/24/12

Signature: Jana Zander

Name: Jana Zander

Title: Director of Administration

Address: 3087 Tampa Road, Suite 200  
Oldsmar, FL 34677

Email Address: jana.zander@sunbeltstaffing.com

FED/SSN: 69-3875910





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

Sam Zander  
Print Name

Director, Purchasing

Dir of Admin  
Title

Date: 2/12/13

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

CONSULTANT

Capistrano Unified School District

Sunbelt Staffing, L.L.C.

By: Terry Fluett  
Signature

By: Harriet Hester  
Signature

Terry Fluett

Harriet Hester  
Print Name

Director, Purchasing

Managing Director  
Title

Date: 7/2/13

Date: 6-20-13

EXHIBIT A

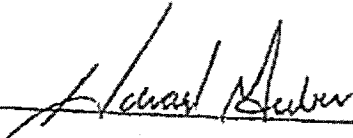
FEE SCHEDULE

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

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

Speech Language Pathologist - \$73.00 per hour

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

By: 

Date: 6/24/13

**EXTENSION NO. 1 TO PROFESSIONAL SERVICES AGREEMENT  
NO. PSA 1213157**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**SUNBELT STAFFING, LLC**

The Professional Services Agreement PSA 1213157 with Capistrano Unified School District and Sunbelt Staffing, LLC. called for an original contract period of October 8, 2012, through October 7, 2013.

The contract with Capistrano Unified School District and Sunbelt Staffing, LLC., shall be extended an additional twelve (12) months, covering the period October 8, 2013, through October 7, 2014.

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

**DISTRICT**

**CONSULTANT**

**Capistrano Unified School District**

**Sunbelt Staffing, LLC.**

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

Signature

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

Signature

Terry Fluent

Print Name

Director, Purchasing

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

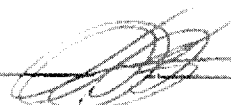
Remit to: P O Box 1024640  
Atlanta, GA 30368-4640  
(800)659-1522

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 INDEPENDENT CONTRACTOR AGREEMENT  
NO. ICA 1213157**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**SUNBELT STAFFING, LLC**

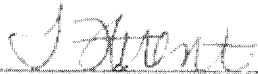
Independent Contractor Agreement ICA 1213157 called for services to be rendered at the rates shown in the agreement.

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

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

**DISTRICT**

**Capistrano Unified School District**

By:   
Signature

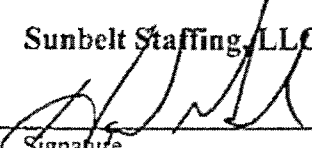
Terry Fluent

Director, Purchasing

Date: 1/21/14

**CONSULTANT**

**Sunbelt Staffing, LLC.**

By:   
Signature

Howard Gerber  
Print Name

Managing Director  
Title

Date: 12/22/13

EXHIBIT A

FEE SCHEDULE

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

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

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

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

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

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

**AMENDMENT NO. 4 TO INDEPENDENT CONTRACTOR AGREEMENT  
NO. ICA 1213157**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**SUNBELT STAFFING, LLC**

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

The contract with Sunbelt Staffing, LLC shall be increased to \$70,000 and amended at the rates as shown in Exhibit A to this amendment.

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

**DISTRICT**

**CONSULTANT**

**Capistrano Unified School District**

**Sunbelt Staffing, LLC.**

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

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

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

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

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

\_\_\_\_\_  
Title

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

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





# CAPISTRANO UNIFIED SCHOOL DISTRICT

## Food and Nutrition Services Meal Price List

	Elementary		Middle School		High School	
	2013-2014	2014-2015	2013-2014	2014-2015	2013-2014	2014-2015
Breakfast	\$1.75	\$1.75	\$2.00	\$2.00	\$2.50	\$2.50
Reduced Priced Breakfast	\$0.30	\$0.00	\$0.30	\$0.00	\$0.30	\$0.00
2nd Breakfast Meal	\$1.75	\$1.75	\$2.00	\$2.00	\$2.50	\$2.50
Lunch	\$2.50	\$2.50	\$2.75	\$2.75	\$3.00	\$3.00
Reduced Priced Lunch	\$0.40	\$0.00	\$0.40	\$0.00	\$0.40	\$0.00
2nd Lunch Meal	\$2.50	\$2.50	\$2.75	\$2.75	\$3.00	\$3.00

\*\*Highlighted areas reflect price changes for 2014-2015.



## AMENDMENT TO AGREEMENT FOR USE OF FACILITIES

This Amendment (Amendment) to the Agreement for Use of Facilities by and between CAPISTRANO UNIFIED SCHOOL DISTRICT, a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California (District) and NIGUEL CHILDREN'S CENTER (Niguel) dated February 29, 2012 (Agreement) (a true and correct copy of which is attached hereto as Exhibit "A"), is hereby made and entered into as of \_\_\_\_\_, 2014 (Effective Date) as follows:

**WHEREAS**, District and Niguel have entered into the Agreement whereby Niguel occupies a portion of the District's Foxborough Campus, located at 27102 Foxborough, Aliso Viejo, CA 92656 to operate a preschool/child care program, as set forth in the Agreement until June 30, 2014; and

**WHEREAS**, the Parties desire to revise certain terms of the Agreement; and

**WHEREAS**, Section 24 of the Agreement requires that any amendment or modification to the Agreement must be in writing and executed by both Niguel and District.

**NOW, THEREFORE, DISTRICT AND NIGUEL HEREBY AGREE AS FOLLOWS:**

1. **Agreement.** The Parties hereto represent and warrant that the Agreement is the true, correct and complete agreement between the Parties, and that there have been no other written or oral amendment(s) to the Agreement. All capitalized terms not otherwise defined herein shall have the meanings given in the Agreement.
2. **Term.** The Parties agree to extend the term of the Agreement for one (1) additional year. The Agreement will expire on June 30, 2015.
3. **Available Facilities.** Section 2 of the Agreement provides that the Facilities consist of two classrooms (Rooms 23 and 24) and the library/office (L) building. Section 2 is amended to state that only Room 24 and the library/office (L) building will be available for the 2014-2015 School Year and Room 23 will no longer be available as part of the Facilities. Niguel will continue to have use of the restroom, shared use of the field and use of 25 parking spaces as described in the Agreement.
4. **Rental Payments.** Section 13 of the Agreement provides that Niguel shall pay a rental payment of \$1.25 per square foot per month based on the use of two classrooms (Rooms 23 and 24) and the library/office (L) building as described in the Agreement. Section 13 is amended to state that Niguel shall pay \$1.25 per square foot per month based on the use of one classroom (Room 24) and the library/office (L) building. The total square footage is now 2,760. The rental payment per month for September through June shall be Three Thousand Four Hundred Fifty Dollars (\$3,450.00) (2,760 x \$1.25). The rental payments for July and August shall remain the same as set forth in the Agreement.
5. **Binding Effect; Partial Invalidity.** This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. If any provision of

this Amendment shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Amendment or the Agreement.

6. **Full Force and Effect; No Other Amendments.** The Agreement is hereby modified with respect to the terms set forth herein, and any other portion thereof as necessary to implement the foregoing. Except as specifically set forth in this Amendment, the Agreement shall remain unmodified and in full force and effect as executed by the Parties.

7. **Facsimile Signatures.** In order to expedite the execution of this Amendment, telecopied signatures may be used in place of original signatures on this document. The Parties intend to be bound by the signatures on the telecopied document, are aware that the other Party will rely on the telecopied signatures, and hereby waive any defenses to the enforcement of the terms of this Amendment based on the form of signature.

8. **Counterparts.** This Amendment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

9. **Inconsistencies.** In the event of any inconsistency between the terms of this Amendment and those of the Agreement, the terms of this Amendment shall control.

**IN WITNESS WHEREOF**, the Parties have, by their duly authorized representatives, executed this Amendment, as of the Effective Date set forth above, and agree that this Amendment shall constitute binding modifications to the Agreement.

**District:**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

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

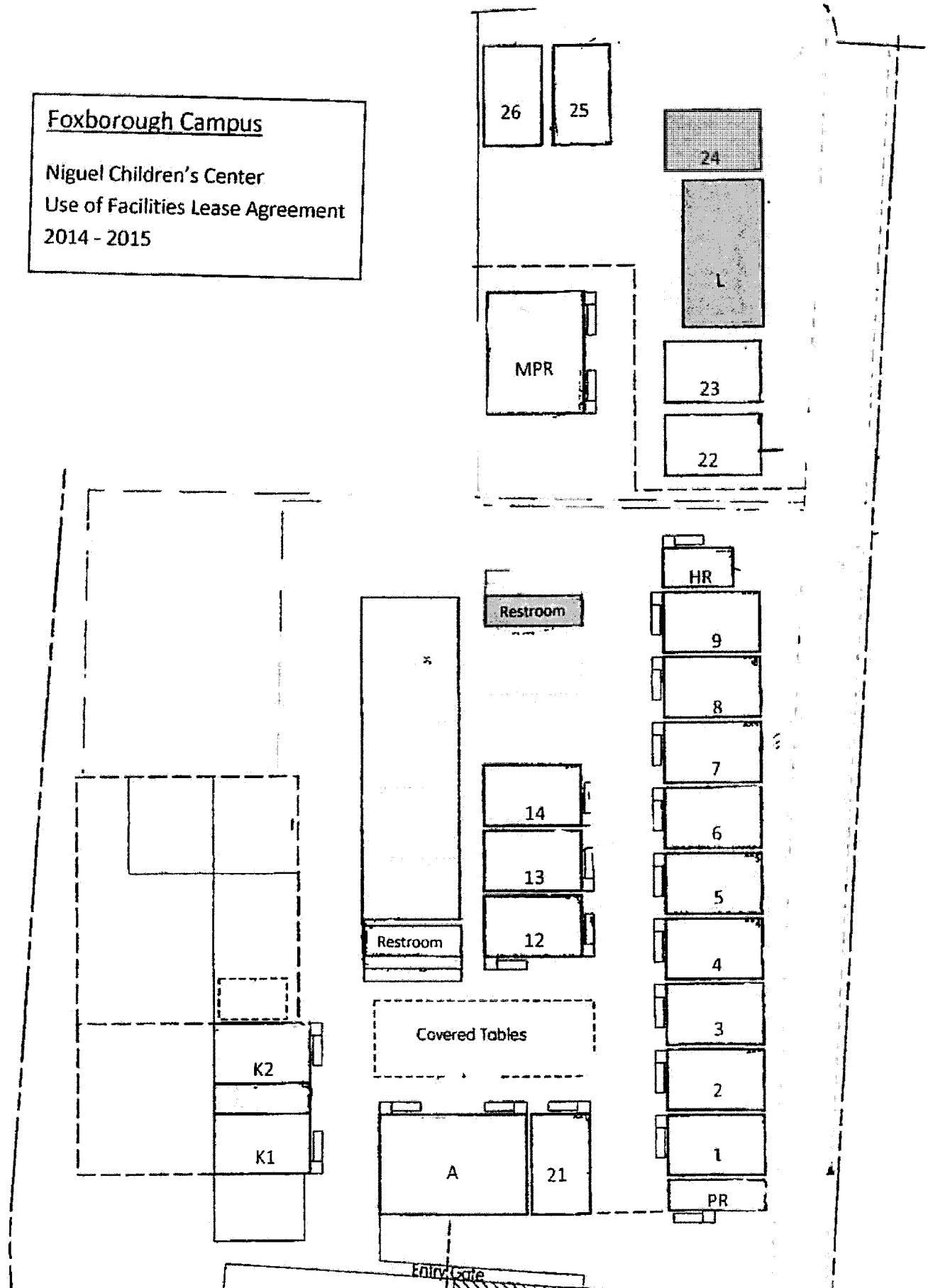
**Niguel:**

**NIGUEL CHILDREN'S CENTER**

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

Foxborough Campus

Niguel Children's Center  
Use of Facilities Lease Agreement  
2014 - 2015





**CAPISTRANO UNIFIED SCHOOL DISTRICT  
NIGUEL CHILDRENS CENTER AGREEMENT 2012-2014  
FOR USE OF FACILITIES AT FOXBOROUGH CAMPUS**

THIS AGREEMENT is made and entered into this 29<sup>th</sup> day of February, 2012, by and between the CAPISTRANO UNIFIED SCHOOL DISTRICT (hereinafter referred to as "CUSD"), and the NIGUEL CHILDREN'S CENTER (hereinafter referred to as NCC). This lease is for two (2) years for the period of July 1, 2012 to June 30, 2014.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, INTENDING TO BE LEGALLY BOUND HEREBY, CUSD and NCC (collectively, the "Parties") agree as follows:

1. Grant of Lease to NCC to Use Facilities: CUSD hereby grants to NCC the lease of, and right to enter onto and use portable classrooms at the Foxborough campus located at 27102 Foxborough, Aliso Viejo, CA 92656, specified in Section 2 below (the "Facilities") to operate its Preschool/Childcare program, and for no other use without the prior written consent of CUSD, which consent may be withheld in CUSD's sole and absolute discretion. NCC shall be solely responsible for determining the suitability of the Facilities for its intended use and NCC shall fully meet all governmental laws, regulations and rules concerning NCC use of the Facilities.

2. Location of Facilities: The Facilities consist of three separate portable buildings in the northern portion of the campus identified as NCC room numbers 2 (960 square feet) and 4 (960 square feet), and the larger office/room 3 building (1,800 square feet) for a total of 3,720 square feet of leased space. During the months of July and August, NCC desires to use only the office space (1,200 square feet) and room 4 (960 square feet) for a total of 2,160 square feet of leased space. In addition, NCC shall have the use of one restroom building located south of the existing NCC complex, shared use of the north portion of the grass field play area (coordinated with schedule for other tenant at the Foxborough campus) and 25 parking spaces.

3. Utilities and Services: NCC shall be responsible for securing and paying for utilities at the site, including natural gas, domestic water, irrigation water, sewer, waste disposal and electricity. It is understood that NCC will continue to share utility costs with the Journey School based upon an agreed use percentage between the two schools. In regard to telephone service, CUSD has installed telephone lines in each of the classrooms to be used by NCC. NCC shall provide its own telephones and pay for its own telephone services.

4. Alterations, Improvements: NCC, at its own expense, shall have the right, upon obtaining the written consent of CUSD, which consent may be withheld in CUSD's sole and absolute discretion, prior to beginning work, to construct alterations and improvements to the Facilities. If requested by CUSD in writing at least thirty (30) days prior to the termination of this Agreement, NCC agrees to remove any alterations, additions or improvements upon the termination of this Agreement and restore the premises to their prior condition at NCC sole cost and expense.

5. Maintenance of Building: NCC at its sole cost shall maintain the interior and exterior of the Facilities in good repair, including painting of walls and ramps, replacement of broken glass in windows, and prompt removal of graffiti. NCC may use CUSD maintenance



services by mutual consent, to perform the work at cost. CUSD will have responsibility for structural repairs, such as roofing.

6. Maintenance Notification: CUSD shall provide notice to NCC in advance of routine maintenance procedures involving pesticides, herbicides, or other chemicals to Foxborough buildings or playgrounds that are in close proximity to the Facilities. The NCC calendar will be provided to CUSD Department of Maintenance and Operations for planning purposes. The M & O department will consider the NCC calendar in scheduling above procedures.

7. As-is Condition of Facilities and Related Facilities: NCC acknowledges that the Facilities and the Related Facilities are being made available to NCC in an "As Is" "Where Is" condition, and neither CUSD nor any agent of CUSD has made any representation or warranty with respect to the Facilities, the Related Facilities or the condition thereof, or any improvement located on the Foxborough campus. Entering onto the Foxborough campus by NCC shall be at NCC sole risk and NCC acknowledges that it has assumed the risk of entry upon the Foxborough campus for NCC person, invitees, users, guests, clients, contractors and property, and shall conclusively establish that the Facilities and Related Facilities at Foxborough are in satisfactory condition for NCC activities.

8. Furniture and Equipment: NCC shall be permitted to continue to utilize the current furniture located in the Facilities. As the Facilities are being accepted by NCC in an "As Is" and "Where Is" condition and neither CUSD nor any agent of CUSD has made any representation or warranty with respect to such furniture, NCC shall provide any additional furniture and equipment required for operation of its program. All furniture used by NCC will meet state legal requirements.

9. Student Safety: NCC students, staff and visitors will comply with all applicable laws, regulations and procedures concerning or related to NCC use of the Facilities and Related Facilities, including, but not limited to, CUSD and Foxborough emergency procedures, safety and supervision policies and procedures while on school grounds.

10. Operating Schedule: The education program to be operated on CUSD property by NCC will operate on a schedule that will minimize traffic congestion at the beginning and end of the school day. NCC agrees to offset start and end times by at least 20 minutes from Aliso Niguel High School bell schedule.

11. Independent Contractor: NCC shall be an independent contractor under this agreement, and at no time shall NCC represent itself to be an agent of CUSD.

12. Right of Entry by CUSD: CUSD shall have the right, at reasonable times, to enter the Facilities for the purpose of inspecting them. Reasonable courtesy notice to the Administrator of NCC shall be provided except in case of emergency. The right and authority hereby reserved in this paragraph does not impose any responsibility or liability for any acts, omissions or negligence of NCC, NCC staff, guests, clients, and contractors on said Facilities.

13. Rental Payments charged to NCC by CUSD: NCC shall pay CUSD rental payments ("Rental Payments") for the lease of the Facilities calculated at \$1.25 per square foot of leased building space based on the assumption that 3,720 square feet of space is leased by NCC for a total of \$4,650 per month for ten (10) months, per year for the Facilities. During the

months of July and August, the rental payments will be reduced to \$2,700 due to the reduction in leased space. Rental Payments shall include contract services and security services not covered under Section 3 of this Agreement. Payment shall be made to CUSD, without demand, in advance on or before the first day of each month beginning July 1, 2012 throughout the term of this Agreement.

14. Term of Agreement: This Agreement shall be from July 1, 2012, through June 30, 2014, or until another agreement is entered into by the Parties that supersedes this Agreement with the understanding that all insurance liability requirements will be fulfilled by July 1, 2012. Either party may terminate this Agreement for an "Event of Default", as defined below, by giving thirty (30) days prior written notice specifying the effective termination date. An Event of Default is defined as any material default under this Agreement and may include, but is not limited to, failure for any reason of either party to fulfill in a timely manner its obligations under the Agreement.

15. Compliance with the Law: NCC shall comply with the requirements of all applicable municipal, state, and federal statutes, ordinances, rules, orders, regulations and laws in effect or which may hereafter be in effect during the term of the Agreement pertaining to the operation of an education program and the use and occupancy of the program facilities. NCC shall not commit or suffer to be committed on said premises any nuisance or other act which may disturb the quiet enjoyment of adjoining property owners or occupants.

16. Indemnity: CUSD shall assume no liability for any use of the Facilities and Related Facilities or the Foxborough campus by NCC. NCC waives and releases all claims against CUSD for death, injuries, or damage to property sustained by NCC, its agents, volunteers, and employees, in, upon, or about said premises, and NCC agrees to defend and hold CUSD and its officers, officials, agents and employees harmless from any claim or action or liability for injury, wrongful death, or property damage sustained by any person arising out of the use of the premises by NCC, or arising out of any act or omission by NCC, its employees, agents, volunteers, and contractors, including failure of NCC to keep the premises in good condition and repaired as provided in the Agreement. The obligations of NCC under this paragraph 16 shall survive the termination or expiration of this Agreement with respect to any claims or liability arising prior to such termination or expiration.

17. Comparative Indemnity: Notwithstanding any other provision of the Agreement, the obligations of NCC to indemnify and hold harmless CUSD shall not extend to any claim, loss, damage, liability, cost or expense arising out of the gross negligent or willful misconduct of CUSD, any of their respective agents or employees or other parties.

18. Liability Insurance: NCC shall provide and shall maintain in force, during the term of this Agreement, comprehensive personal injury and property damage liability insurance, with minimum personal injury liability limits of \$1,000,000 per person and \$2,000,000 per occurrence. The policy or policies of liability insurance shall name CUSD (CAPISTRANO UNIFIED SCHOOL DISTRICT), its officers, agents, and employees as additional insured under the terms of such policy or policies. Further, such policy shall not be cancelled without thirty (30) days prior written notice to CUSD.

19. Workers Compensation and other Employee Insurance: NCC shall provide workers' compensation insurance, unemployment insurance, and disability insurance for all its employees, as required by law.

20. Certificates of Insurance: Current certificates for all types of insurance and an additional insured endorsement for the liability coverage shall be on file with CUSD before the opening of school indicating the name of the carrier, the policy number and the expiration date. Such Certificates of Insurance shall not be cancelled without thirty (30) days prior written notice to CUSD. Renewal certificates shall be provided by NCC to CUSD at least fifteen (15) days before the expiration of such policies.

21. Assignment and Sublease: Neither this Agreement nor any interest therein, whether legal or equitable, shall be assigned, subleased, transferred, alienated, pledged, or hypothesized, voluntarily or by operation of law by NCC without the prior written consent of CUSD, which consent may be withheld in its sole and absolute discretion. Any such assignment, sublease, transfer, alienation, pledge, or hypothecation shall be void and shall, at CUSD's option, terminate this Agreement.

22. Exemption of CUSD from Liability: CUSD shall not be liable for any damage or injury to the person, business (including loss of business profits or loss of income derived from NCC's business or for damage to the improvements, trade fixtures, contents or other property of NCC), NCC's employees, invitees, customers or any other person in or about the Facilities and the Related Facilities, whether such damage or injury is caused by or results from : (a) fire, steam, electricity, water, gas or rain; (b) breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; or (c) conditions arising in or about the Facilities or elsewhere, except to the extent caused by CUSD's gross negligence or willful misconduct. CUSD shall have no liability for consequential or special damages.

23. Hazardous Substance: The term "Hazardous Substance" as used in this Agreement shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials is either: (i) potentially injurious to the public health, safety or welfare, the environment, or the Facilities; (ii) regulated or monitored by any government authority, or (iii) a basis for potential liability of CUSD to any governmental agency or third party under any applicable statute or common law theory. If NCC knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Facilities, NCC shall immediately give written notice of such fact to CUSD, and provide CUSD with a copy of any report, notice, claim, or other documentation which it has concerning the presence of such Hazardous Substances. NCC shall not cause or permit any Hazardous Substances to be spilled or released in, on, under, or about the Facilities and shall promptly, at NCC expense, comply with all requirements, laws, ordinances, regulations, or orders having to do with the public safety, welfare, the environment, or any other matters, as such may be promulgated by any federal, state, or local governmental body or agency and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security, and/or monitoring of the Facilities or neighboring properties, that was caused or materially contributed to by NCC, or pertaining to or involving any Hazardous Substance brought onto the Facilities during the term of this Agreement by any agent of NCC. NCC shall indemnify, defend and hold CUSD, its agents, employees, and lenders, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Facilities by or for NCC, or any agent of NCC. NCC's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property, or the environment created or caused by NCC, and

the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Agreement.

24. Amendments: This Agreement may only be amended by the mutual written consent of the parties hereto. No oral understanding or agreement not incorporated in this contract shall be binding on either party.

25. Applicable Law: This Agreement shall be governed by the laws of the State of California.

26. Complete and Exclusive Statement: This Agreement is the complete and exclusive statement of the mutual understanding of the Parties. This Agreement supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

27. Severability: If any section, subsection, sentence, clause or phrase of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement."

28. Applicable Law: This agreement shall be governed by the laws of the State of California.

29. Contact Person: Each party to this Agreement shall name one individual to be the representative contact person for matters related to this Agreement. At the date of this agreement, the addresses of the Parties are as follows:

Niguel Children's Center Board President 27102 Foxborough Aliso Viejo, California 92656	Capistrano Unified School District Joseph M. Farley, Superintendent 33122 Valle Road San Juan Capistrano, California 92675
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30. Exhibits: All Exhibits attached hereto or referenced herein are incorporated into the Agreement by reference.

31. Headings: The headings of the paragraphs or sections of this Agreement are for convenience of reference only and are not to be used to interpret or construe any provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto agree to the terms above and have executed this Amendment on the day and year set forth below:

NIGUEL CHILDREN'S CENTER

By: Tue C. Bruck  
Board President

Date: 3/12/12

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: Joseph M. Farley  
Superintendent or Superintendent's Designee

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



## AMENDMENT TO AGREEMENT FOR USE OF FACILITIES

This Amendment (Amendment) to the Agreement for Use of Facilities by and between CAPISTRANO UNIFIED SCHOOL DISTRICT, a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California (District) and JOURNEY CHARTER SCHOOL, a California non-profit public benefit corporation (Charter School) dated February 29, 2012 (Agreement) (a true and correct copy of which is attached hereto as Exhibit "A"), is hereby made and entered into as of \_\_\_\_\_, 2014 (Effective Date) as follows:

**WHEREAS**, District and Charter School have entered into the Agreement whereby the Charter School will occupy the District's Foxborough Campus, located at 27102 Foxborough, Aliso Viejo, CA 92656 (Subject Property), as set forth in the Agreement, for the 2012-2013, 2013-2014, and 2014-2015 School Years; and

**WHEREAS**, the Parties desire to revise certain terms of the Agreement; and

**WHEREAS**, Section 27 of the Agreement requires that any amendment or modification to the Agreement must be in writing and executed by both Charter School and District.

**NOW, THEREFORE, DISTRICT AND CHARTER SCHOOL HEREBY AGREE AS FOLLOWS:**

1. **Agreement.** The Parties hereto represent and warrant that the Agreement is the true, correct and complete agreement between the Parties, and that there have been no other written or oral amendment(s) to the Agreement. All capitalized terms not otherwise defined herein shall have the meanings given in the Agreement.

2. **Additional Classrooms and Library/Office Building.** Section 2 of the Agreement provides that, in addition to the currently occupied Facilities, the District will make available to the Charter School two classrooms (Rooms 23 and 24) and a library/office (L) building for the 2014-2015 School Year. Section 2 is amended to state that the District will only make Room 23 available for the 2014-2015 School Year and the District will not make Room 24 and/or a library/office (L) building available to the Charter School. Charter School shall remain for the 2014-2015 School Year in the same Facilities that it is currently occupying with the addition of Room 23 only.

3. **Rental Payments.** The Parties agree that the Rental Payments table in Section 12 of the Agreement is deleted and replaced with the following:

For the 2014-2015 School Year the Rental Payment shall be Seventy Three Cents (\$0.73) per square foot per month. Charter School shall pay a total Rental Payment of Two Hundred Thirteen Thousand Nine Hundred Nineteen Dollars and Twenty Cents (\$213,919.20) per year (\$0.73x 24,420 sq. ft. = \$17,826.60 x 12 months = \$213,919.20).

4. **Painting.** Section 5 of the Agreement provides that the District shall complete certain improvements set forth in Exhibit B to the Agreement. District agrees that during the summer months (June - August 2014) District will paint the exterior of all buildings within the Facilities,

at its own cost and expense and subject to the limitations set forth in the Agreement. The exterior color of the Facilities will be mutually agreed upon by the District and Journey no later than April 30, 2014.

5. **Binding Effect; Partial Invalidity.** This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. If any provision of this Amendment shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Amendment or the Agreement.

6. **Full Force and Effect; No Other Amendments.** The Agreement is hereby modified with respect to the terms set forth herein, and any other portion thereof as necessary to implement the foregoing. Except as specifically set forth in this Amendment, the Agreement shall remain unmodified and in full force and effect as executed by the Parties.

7. **Facsimile Signatures.** In order to expedite the execution of this Amendment, telecopied signatures may be used in place of original signatures on this document. The Parties intend to be bound by the signatures on the telecopied document, are aware that the other Party will rely on the telecopied signatures, and hereby waive any defenses to the enforcement of the terms of this Amendment based on the form of signature.

8. **Counterparts.** This Amendment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

9. **Inconsistencies.** In the event of any inconsistency between the terms of this Amendment and those of the Agreement, the terms of this Amendment shall control.

**IN WITNESS WHEREOF,** the Parties have, by their duly authorized representatives, executed this Amendment, as of the Effective Date set forth above, and agree that this Amendment shall constitute binding modifications to the Agreement.

**District:**

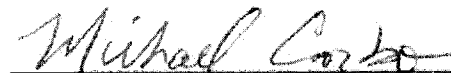
**CAPISTRANO UNIFIED SCHOOL DISTRICT**

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

Its:

**Charter School:**

**JOURNEY CHARTER SCHOOL**

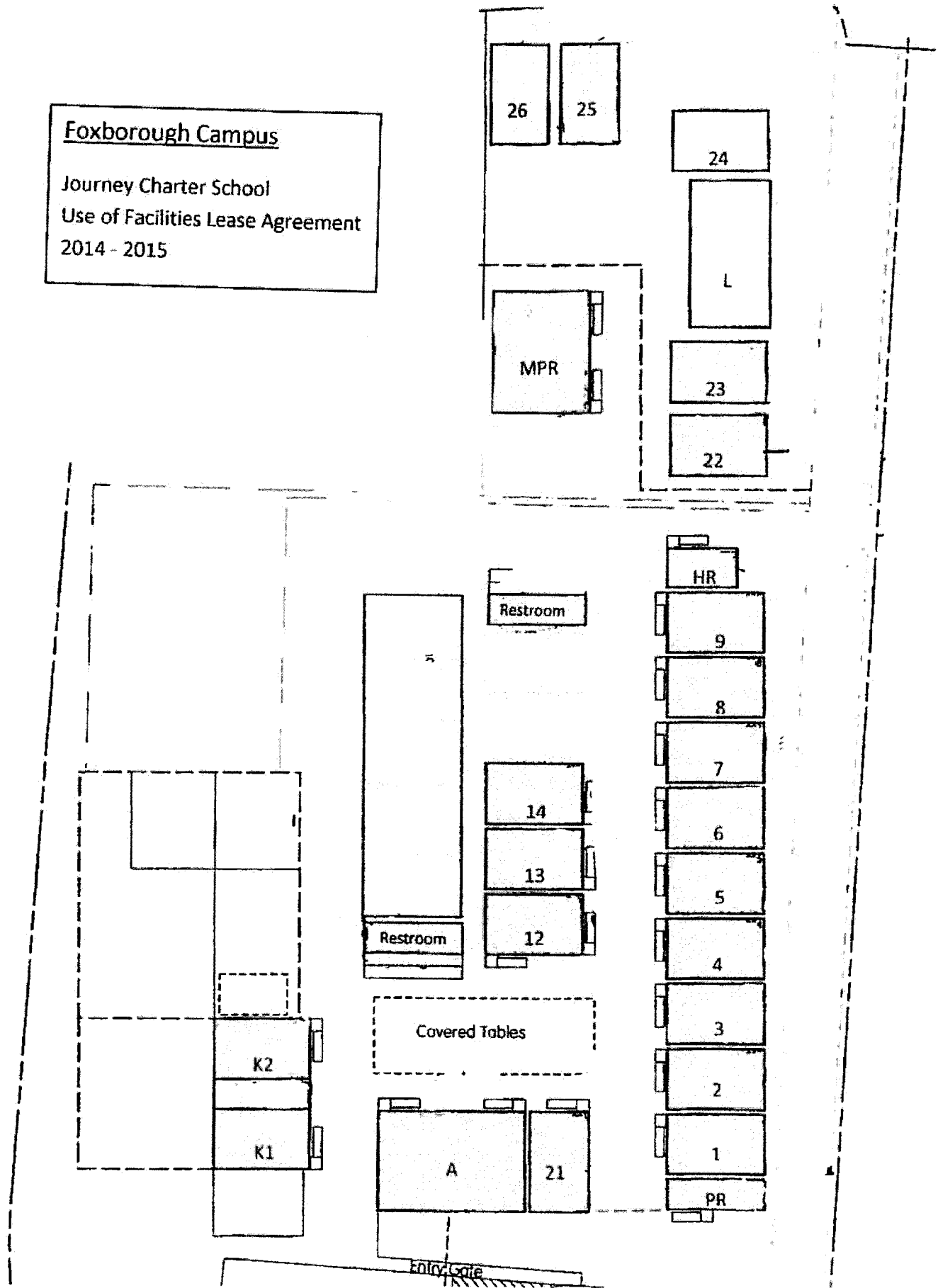


By: Michael Corbo

Its: Board President

Foxborough Campus

Journey Charter School  
Use of Facilities Lease Agreement  
2014 - 2015







**CAPISTRANO UNIFIED SCHOOL DISTRICT  
JOURNEY CHARTER SCHOOL AGREEMENT 2012-2015  
FOR USE OF FACILITIES AT FOXBOROUGH CAMPUS**

THIS AGREEMENT ("Agreement") is made and entered into this 29<sup>th</sup> day of February, 2012, by and between the CAPISTRANO UNIFIED SCHOOL DISTRICT (hereinafter referred to as "CUSD"), and the JOURNEY CHARTER SCHOOL, a non-profit public benefit corporation (hereinafter referred to as JCS). This lease is for the period July 1, 2012, to June 30, 2015.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, INTENDING TO BE LEGALLY BOUND HEREBY, CUSD and Journey Charter School (collectively, the "Parties") agree as follows:

1. Grant of Lease to JCS to Use Facilities: CUSD hereby grants to JCS the lease of, and right to enter onto and use portable classrooms at the Foxborough campus located at 27102 Foxborough, Aliso Viejo, CA 92656, specified in Section 2 below (the "Facilities") to operate its K-8 charter school program, and for no other use without the prior written consent of CUSD, which consent may be withheld in CUSD's sole and absolute discretion. JCS shall be solely responsible for determining the suitability of the Facilities for its intended use and JCS shall fully meet all governmental laws, regulations and rules concerning JCS use of the Facilities. Notwithstanding the foregoing, JCS shall be permitted to use the Facilities for the purposes set forth in Section 25 of this Agreement.

2. Location of Facilities: The Facilities shall, for the 2012-2013 School Year consist of the office/staff lounge (A), the kindergarten building (K-1, K-2, and restroom), classrooms 1, 2, 3, 4, 5, 6, 7, 8, 9, 12, 13, 14, 21, 25, 26, the "Parent Room" (PR), the "Handwork Room" (HR), and the multi-purpose room (MPR) in the back of the campus, as more specifically depicted in Exhibit A, which is attached hereto and incorporated herein by this reference. All together, the leased space for the 2012-2013 School Year amounts to 22,500 square feet. In addition, CUSD shall make available and JCS shall be permitted nonexclusive use of two restroom facilities, the lunch shelter, play areas, shared use of the north and south grass field play areas (coordinated, as applicable, with other tenants ) and existing parking spaces (together, the "Related Facilities").

In the 2013-2014 School Year, the Facilities shall be expanded to include one additional classroom (Room 22), as depicted in Exhibit A, and in the 2014-2015 School Year, the Facilities shall be expanded to include two additional classrooms (Rooms 23 and 24) and a library/office (L) building. The expansions in the aforementioned school years shall add approximately 960 square feet and approximately 3,720 square feet, respectively, to the leased Facilities.

3. Utilities and Services: JCS shall be responsible for securing and paying for utilities at the site, including natural gas, domestic water, irrigation water, sewer, waste disposal and electricity. In regard to telephone service, CUSD is

**Exhibit A**

Page 1 of 9

responsible for telephone lines in each of the buildings to be used by JCS. JCS shall provide its own telephones and pay for its own telephone services.

4. Alterations, Improvements: JCS, at its own expense, shall have the right, upon obtaining the written consent of CUSD, which consent may be withheld in CUSD's sole and absolute discretion, prior to beginning work, to construct alterations and improvements to the Facilities. If requested by CUSD in writing at least thirty (30) days prior to the termination of this Agreement, JCS agrees to remove any alterations, additions or improvements upon the termination of this Agreement and restore the premises to their prior condition at JCS sole cost and expense.

5. Maintenance of Building: JCS at its sole cost shall maintain the interior and exterior of the Facilities in good repair, with respect to replacement of broken glass in windows, and prompt removal of graffiti. JCS may use CUSD maintenance services by mutual consent, to perform the work at cost. As a condition of this Agreement, CUSD has agreed to complete the improvements set forth in Exhibit B, attached hereto and incorporated herein by this reference, at a cost not to exceed \$200,000 over the term of this Agreement. Based on, and subject to, the availability of a proportionate share of District-wide deferred maintenance funds, CUSD will also have responsibility for structural repairs, such the major repair or replacement of plumbing, heating, air conditioning, electrical, roofing, and floor systems, and other items constituting deferred maintenance pursuant to Education Code Section 17582, except as otherwise provided by this Section. CUSD shall further maintain landscaping at the Foxborough campus, including the landscaped areas surrounding the Facilities.

6. Maintenance Notification: CUSD shall provide notice to JCS in advance of routine maintenance procedures involving pesticides, herbicides, or other chemicals to Foxborough buildings or playgrounds that are in close proximity to the Facilities. The JCS calendar will be provided to CUSD Department of Maintenance and Operations for planning purposes. The M & O department will consider the JCS calendar in scheduling above procedures.

7. As-is Condition of Facilities and Related Facilities: JCS acknowledges that the Facilities and the Related Facilities are being made available to JCS in an "As Is" "Where Is" condition, and neither CUSD nor any agent of CUSD has made any representation or warranty with respect to the Facilities, the Related Facilities or the condition thereof, or any improvement located on the Foxborough campus, except as otherwise expressly stated herein. Entering onto the Foxborough campus by JCS shall be at JCS sole risk and JCS acknowledges that it has assumed the risk of entry upon the Foxborough campus for JCS person, invitees, users, guests, clients, contractors and property, and shall conclusively establish that the Facilities and Related Facilities at Foxborough are in satisfactory condition for JCS activities.

8. Furniture and Equipment: JCS shall be permitted to continue to utilize the current furniture located in the Facilities. As the Facilities are being accepted by JCS in an "As Is" and "Where Is" condition and neither CUSD nor any agent of CUSD has made any representation or warranty with respect to such

furniture, JCS shall provide any additional furniture and equipment required for operation of its program. All furniture used by JCS will meet state legal requirements for charter schools, as applicable. CUSD shall endeavor to make surplus classroom furniture available for use by JCS, and JCS shall keep CUSD informed as to its furniture needs, as such needs may arise. Nothing in this Section shall create an obligation or commitment for CUSD to provide additional furniture to JCS.

9. Student Safety: JCS students, staff and visitors will comply with all applicable laws, regulations and procedures concerning or related to JCS use of the Facilities and Related Facilities, including, but not limited to, applicable educational standard emergency procedures, safety and supervision policies and procedures, while on school grounds.

10. Operating Schedule: The education program to be operated on CUSD property by JCS will operate on a schedule that will minimize traffic congestion at the beginning and end of the school day. JCS agrees to work with Aliso Niguel High School for the 2012-15 School Years to develop the JCS bell schedules so as to offset the start and end times of the two schools by at least 20 minutes, unless an alternative schedule is mutually agreed upon by JCS and Aliso Niguel High School.

11. Right of Entry by CUSD: CUSD shall have the right, at reasonable times, to enter the Facilities for the purpose of inspecting them. Reasonable courtesy notice to the Administrator of JCS shall be provided except in case of emergency. The right and authority hereby reserved in this paragraph does not impose any responsibility or liability for any acts, omissions or negligence of JCS, JCS staff, guests, clients, and contractors on said Facilities.

12. Rental Payments charged to JCS by CUSD: JCS shall pay CUSD rental payments ("Rental Payments") for the lease of the Facilities calculated based on the following schedule:

School Year	Square Footage Leased	Payment per Sq. Ft. per Month	Projected Payment per Month
2012-2013	22,500	\$0.59	\$13,275.00
2013-2014	23,460	\$0.95	\$22,287.00
2014-2015	27,180	\$0.90	\$24,462.00

Rental Payments shall include contract services and security services not covered under Section 3 of this Agreement. Payment shall be made to CUSD, without demand, in advance on or before the first day of each month beginning July 1, 2012 throughout the term of this Agreement. Payment shall be deemed late if not received by CUSD by the 15th day following its due date established pursuant to this Section.

13. Term of Agreement: This Agreement shall be from July 1, 2012, through June 30, 2015, or until another agreement is entered into by the Parties that supersedes this Agreement, with the understanding that all insurance liability requirements will be fulfilled annually, or unless required more regularly due to applicable policy expiration dates. Either party may terminate this Agreement for an "Event of Default", as defined below, by giving thirty (30) days prior written notice specifying the effective termination date, provided that the non-defaulting party has first provided the defaulting party with written notice of said default and provided fifteen (15) days for said condition to be cured. An "Event of Default" shall include (1) a failure of JCS to pay, within the time specified in this Agreement, any installment of rent or other payment of money required by this Agreement to be paid; or (2) a substantial failure of either Party to keep or perform any material covenant, condition, or obligation required to be kept or performed under the terms of this Agreement. Materiality shall be based on a commercial reasonableness standard.

14. Termination. In addition to the right of termination in the event of default specified in Section 13, either Party shall have a right to terminate this Agreement upon written notice to the other Party, delivered at least One-Hundred Eighty (180) days prior said termination, in the event of any of the following events: (i) a significant decrease in the student enrollment at JCS, as determined by the JCS Board of Directors, (ii) revocation or expiration of JCS's charter, (iii) a demonstrated lack of student seat capacity within CUSD, whether due to a significant increase in non-charter school student enrollment within CUSD or an "Act of God" or similar occurrence impacting the student capacity at CUSD's schools. An "Act of God" for purposes of this Section shall include any act or event resulting from natural cause or disaster that is in no sense attributable to human cause, including, without limitation, earthquake, fire, and flood. In no event shall this Section alter the responsibilities of CUSD to provide JCS classroom or related facilities under existing California law.

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Additionally, termination without cause may occur by mutual written consent between the Parties, upon such terms and conditions as may be agreed upon by the Parties. Upon termination, either with or without cause, as set forth in this Section, CUSD shall no longer be required to make the improvements specified in Exhibit B, as required by Section 5 of this Agreement.

15. Compliance with the Law: JCS shall comply with the requirements of all applicable municipal, state, and federal statutes, ordinances, rules, orders, regulations and laws in effect or which may hereafter be in effect during the term of the Agreement pertaining to the operation of an education program and the use and occupancy of the program facilities. JCS shall not commit or suffer to be committed on said premises any nuisance or other act which may disturb the quiet enjoyment of adjoining property owners or occupants

16. Indemnity: CUSD shall assume no liability for any use of the Facilities and Related Facilities or the Foxborough campus by JCS. JCS waives and releases all claims against CUSD for death, injuries, or damage to property sustained by JCS, its agents, employees, and volunteers in, upon, or about said premises, and JCS agrees to defend and hold CUSD and its officers, officials, agents and employees harmless from any claim or action or liability for injury, wrongful death, or property

damage sustained by any person arising out of the use of the premises by JCS, or arising out of any act or omission by JCS, its employees, agents, volunteers and contractors, including failure of JCS to keep the premises in good condition and repaired as provided in the Agreement. The obligations of JCS under this paragraph 16 shall survive the termination or expiration of this Agreement with respect to any claims or liability arising prior to such termination or expiration.

17. Comparative Indemnity: Notwithstanding any other provision of the Agreement, the obligations of JCS to indemnify and hold harmless CUSD shall not extend to any claim, loss, damage, liability, cost or expense arising out of the gross negligent or willful misconduct of CUSD, any of their respective agents or employees or other parties.

18. Liability Insurance: JCS shall provide and shall maintain in force, during the term of this Agreement, comprehensive personal injury and property damage liability insurance, with minimum personal injury liability limits of \$1,000,000 per person and \$2,000,000 per occurrence. The policy or policies of liability insurance shall name CUSD (CAPISTRANO UNIFIED SCHOOL DISTRICT), its officials, officers, agents, and employees as additional insured under the terms of such policy or policies. Further, such policy shall not be cancelled without thirty (30) days prior written notice to CUSD, except in the event of non-payment of premiums, in which case ten (10) days notice shall be provided, to the extent this provision is consistent with commercial practices. Nothing herein is intended to require that JCS provide policy terms that are nonstandard or commercially unreasonable. JCS shall provide evidence of coverage to CUSD. CUSD shall have a 30-day opportunity to approve coverage, the approval of which shall not unreasonably be withheld. (Insurance Certificates attached).

19. Workers Compensation and other Employee Insurance: JCS shall provide workers' compensation insurance, unemployment insurance, and disability insurance for all its employees, as required by law, and shall provide employer's liability insurance coverage with limits of no less than \$1,000,000 per accident for bodily injury or disease.

20. Insurance Primary: JCS's insurance coverage shall be primary insurance as respects CUSD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CUSD, its officers, officials, employees, or volunteers shall be excess of JCS's insurance and shall not contribute to it. Each insurance policy required herein shall contain, or be endorsed to contain, a waiver of all rights of subrogation against CUSD.

21. Certificates of Insurance: Current certificates for all types of insurance and an additional insured endorsement for the liability coverage shall be on file with CUSD before the opening of school indicating the name of the carrier, the policy number and the expiration date. Such Certificates of Insurance shall not be cancelled without thirty (30) days prior written notice to CUSD. Renewal certificates shall be provided by JCS to CUSD at least fifteen (15) days before the expiration of such policies.

22. Insurance Deductibles: Annually, JCS shall provide evidence of coverage to CUSD. CUSD shall have a 30-day opportunity to approve coverage, the approval of which shall not unreasonably be withheld. Nothing herein is intended to require that JCS provide policy terms that are nonstandard or commercially unreasonable. Any deductibles or self-insured retentions must be declared to, and approved by, CUSD. For any deductibles or self-insured retentions in excess of \$10,000, at the option of CUSD, either: JCS shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects CUSD, its officers, officials, employees, and volunteers; or the Lessee shall provide a financial guarantee satisfactory to CUSD guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

23. Assignment and Sublease: Neither this Agreement nor any interest therein, whether legal or equitable, shall be assigned, subleased, transferred, alienated, pledged, or hypothesized, voluntarily or by operation of law by JCS without the prior written consent of CUSD, which consent may be withheld in its sole and absolute discretion. Any such assignment, sublease, transfer, alienation, pledge, or hypothecation shall be void and shall, at CUSD's option, terminate this Agreement.

24. Ancillary Use of Facilities: JCS shall be permitted to use the Facilities for temporary or ancillary activities reasonably related to its service of students in Grades K-8, including but not limited to parent gatherings, school-related after school or sibling programs, play groups, and teacher training. Additionally, JCS may allow use of the Facilities consistent with, and by those entities designated in, the Civic Center Act, as set forth in Article 2 (commencing with Section 38130) of Chapter 4 of Part 23 of the Education Code, provided those costs charged do not exceed those permitted by the Civic Center Act and otherwise controlling California law. In granting use pursuant to this Section, JCS shall hereby indemnify, defend, and hold harmless CUSD for any injuries resulting from the negligence of JCS or its authorized users, making use of the Facilities pursuant to this Section, during the users use of the Facilities and Related Facilities. Any other use, not authorized by Section 1 or this Section, shall be prohibited as provided in Section 1, unless CUSD has provided its express written consent for such use.

25. Exemption of CUSD from Liability: CUSD shall not be liable for any damage or injury to the person, business (including loss of business profits or loss of income derived from JCS's business or for damage to the improvements, trade fixtures, contents or other property of JCS), JCS employees, invitees, customers or any other person in or about the Facilities and the Related Facilities, whether such damage or injury is caused by or results from : (a) fire, steam, electricity, water, gas or rain; (b) breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; or (c) conditions arising in or about the Facilities or elsewhere, except to the extent caused by CUSD's gross negligence or willful misconduct. CUSD shall have no liability for consequential or special damages.

26. Hazardous Substance: The term "Hazardous Substance" as used in this Agreement shall mean any product, substance, or waste whose presence, use,

manufacture, disposal, transportation, or release, either by itself or in combination with other materials is either: (i) potentially injurious to the public health, safety or welfare, the environment, or the Facilities; (ii) regulated or monitored by any government authority, or (iii) a basis for potential liability of CUSD to any governmental agency or third party under any applicable statute or common law theory. If JCS knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Facilities, JCS shall immediately give written notice of such fact to CUSD, and provide CUSD with a copy of any report, notice, claim, or other documentation which it has concerning the presence of such Hazardous Substances. JCS shall not cause or permit any Hazardous Substances to be spilled or released in, on, under, or about the Facilities and shall promptly, at JCS expense, comply with all requirements, laws, ordinances, regulations, or orders having to do with the public safety, welfare, the environment, or any other matters, as such may be promulgated by any federal, state, or local governmental body or agency and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security, and/or monitoring of the Facilities or neighboring properties, that was caused or materially contributed to by JCS, or pertaining to or involving any Hazardous Substance brought onto the Facilities during the term of this Agreement by any agent of JCS. JCS shall indemnify, defend and hold CUSD, its agents, employees, and lenders, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Facilities by or for JCS, or any agent of JCS. JCS' obligations shall include, but not be limited to, the effects of any contamination or injury to person, property, or the environment created or caused by JCS, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Agreement.

27. Amendments: This Agreement may only be amended by the mutual written consent of the parties hereto. No oral understanding or agreement not incorporated in this contract shall be binding on either party.

28. Applicable Law: This Agreement shall be governed by the laws of the State of California.

29. Complete and Exclusive Statement: This Agreement is the complete and exclusive statement of the mutual understanding of the Parties. This Agreement supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

30. Severability: If any section, subsection, sentence, clause or phrase of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement."

31. Applicable Law: This agreement shall be governed by the laws of the State of California.



32. Contact Person. Each party to this Agreement shall name one individual to be the representative contact person for matters related to this Agreement. At the date of this agreement, the addresses of the Parties are as follows:

Journey Charter School Administrator 27102 Foxborough Aliso Viejo, California 92656	Capistrano Unified School District Joseph M. Farley, Superintendent 33122 Valle Road San Juan Capistrano, California 92675
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33. Exhibits. All Exhibits attached hereto or referenced herein are incorporated into the Agreement by reference.

*Remainder of Page Left Intentionally Blank*

34. Headings: The headings of the paragraphs or sections of this Agreement are for convenience of reference only and are not to be used to interpret or construe any provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto agree to the terms above and have executed this Amendment on the day and year set forth below:

JOURNEY CHARTER SCHOOL

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: [Signature]  
Council President or Designee

By: [Signature]  
Superintendent or Superintendent's Designee

Date: 3/24/12

Date:



**Capistrano Unified School District – Journey School  
2012 – 2015 Use of Facilities Lease Agreement  
Foxborough Campus**

**Proposed District Maintenance Improvements and Schedule**

<b><u>Year</u></b>	<b><u>Improvements</u></b>
<b>Summer 2012</b>	Repairs to Eating Area Shade Structure <sup>1</sup> Installation of New Carpet – 5 Classrooms <sup>2</sup> Painting of Rails and Ramps - 5 Classrooms <sup>3</sup> <i>Exterior Painting of Classroom Buildings (if budget savings are available)<sup>4</sup></i>
<b>Summer 2013</b>	Campus-wide Data and Technology Improvements <sup>5</sup> Installation of New Carpet – 7 Classrooms Painting of Rails and Ramps – 7 Classrooms <i>Exterior Painting of Classroom Buildings (if budget savings are available)</i>
<b>Summer 2014</b>	Repair Back Campus Restroom Building <sup>6</sup> Installation of New Carpet – 5 Classrooms Painting of Rails and Ramps – 5 Classrooms <i>Exterior Painting of Classroom Buildings (if budget savings are available)</i> <i>phase in -</i>

<sup>1</sup> Minor carpentry and rehabilitation work on structure. Includes new paint and shade material.

<sup>2</sup> Demolition and removal of existing classroom carpet. Installation of new District standard carpet.

<sup>3</sup> Minor repairs and painting of classroom rails and ramps.

<sup>4</sup> Journey and District Facilities / M&O personnel review project budget and mutually agree on available funds (if any) for the exterior painting of classrooms.

<sup>5</sup> Installation of refurbished server, switch and router. Cable and WAP installation as required per plan by Technology and Information Systems.

<sup>6</sup> Repair ramps, rails, subfloors and flooring material.



CAPISTRANO UNIFIED SCHOOL DISTRICT  
RENTAL SERVICES AGREEMENT

This AGREEMENT is hereby entered into this 29<sup>th</sup> day of May, 2014, by and between the Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675 (hereinafter referred to as "DISTRICT"), and Capo Beach Calvary, 25975 Domingo Ave., Capistrano Beach, CA 92624, (hereinafter referred to as "CLIENT"). DISTRICT and CLIENT shall be collectively referred to as the Parties.

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

WHEREAS, DISTRICT AND CLIENT wish to enter into this AGREEMENT with the understanding that these services are being rendered secondary to services required by DISTRICT's schools and students and only if DISTRICT operations are not adversely impacted in any way:

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 SERVICES TO BE PROVIDED BY THE DISTRICT.

1.1. Provide designated parking space(s) at the District's bus facility located at 26126 Victoria Blvd., Capistrano Beach, California 92624 for a fee of \$100.00 per space per month.

2.0 TERM: DISTRICT shall commence providing services under this AGREEMENT on or after July 1, 2014, and this agreement shall be effective for one (1) year ending June 30, 2015 with two (2) one year options to renew upon mutual written agreement of the Parties.

3.0 FEES/PAYMENT: CLIENT agrees to pay the DISTRICT for services satisfactorily rendered pursuant to Section 1.0 of this AGREEMENT. There shall be no costs of expenses to the District to provide these services. Payment will be made upon receipt of an invoice from DISTRICT in duplicate. Payment shall be mailed to: CAPISTRANO UNIFIED SCHOOL DISTRICT, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CA 92675, ATTN: ACCOUNTS PAYABLE, or at such other place as DISTRICT may designate in writing.

EXHIBIT 19

4.0 COMMUNICATION BETWEEN THE PARTIES. CLIENT shall communicate directly with the DISTRICT's Executive Director of Transportation for the purpose of requesting any of the services provided in this AGREEMENT.

5.0 INDEPENDENT CONTRACTOR. DISTRICT, in the performance of this AGREEMENT, shall be and act as an independent contractor. DISTRICT understands and agrees that it and all of its employees shall not be considered officers, employees or agents of CLIENT, and are not entitled to benefits of any kind or nature normally provided employees or CLIENT and/or to which CLIENT'S employees are normally entitled, including but not limited to, State Unemployment Compensation or Worker's Compensation. DISTRICT assumes the full responsibility of the acts and/or omissions of its employees as they relate to the services to be provided under this AGREEMENT. DISTRICT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to DISTRICT'S employees.

6.0 TERMINATION. Either party may terminate this AGREEMENT with or without reason by providing thirty (30) days written notice to the other party specifying the desired date of termination. Notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.

7.0 HOLD HARMLESS/INDEMNIFICATION. CLIENT agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its Governing Board, officers and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of any injury to or death of any person(s), or damage to or loss of any property caused by any negligent act, default, or negligent omission of CLIENT, or its officers or employees arising out of, or in any way connected with, this AGREEMENT, whether said injury or damage occurs either on or off CLIENT's property, except for liability for damages which results from the sole negligence or willful misconduct of the DISTRICT or its officers or employees. DISTRICT agrees to and does hereby indemnify, hold harmless and defend CLIENT and its affiliates, directors, administrative board and employees from every claim or demand made and every

liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of any injury to or death of any person(s), or damage to or loss of any property caused by any negligence or willful misconduct of the DISTRICT, or its officers or employees arising out of their performance under this AGREEMENT.

8.0 INSURANCE. CLIENT will provide the DISTRICT with a certificate of insurance which provides insurance coverage on the CLIENT owned school bus(s) parked at the District's bus facility. A certificate of insurance shall also show that the DISTRICT is named as an additional insured on the policy or policies of general liability and auto liability policies. Said certificate insurance shall also show that the DISTRICT will be given at least thirty (30) days notice prior to the termination, cancellation, or modification of said insurance.

9.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this AGREEMENT shall not be assigned by the DISTRICT.

10.0 TOBACCO USE POLICY. In the interest of the public health, DISTRICT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in the buildings and vehicles, and on any property owned, leased or contracted for by the DISTRICT pursuant to the DISTRICT Policy 400.15. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT.

11.0 COMPLIANCE WITH APPLICABLE LAWS. DISTRICT and CLIENT agree to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to the DISTRICT and CLIENT as they relate to their respective performance pursuant to this AGREEMENT.

12.0 PERMIT/LICENSES. DISTRICT and all DISTRICT's employees shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.



13.0 NON-DISCRIMINATION. DISTRICT and CLIENT agree that they will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

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

CLIENT:	Capo Beach Calvary 25975 Domingo Ave., Capistrano Beach, CA 92624 Attn: Craig Whittaker, Lead Pastor
DISTRICT:	Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 Attn: Terry Fluent, Director of Purchasing

15.0 NON WAIVER. The failure of DISTRICT or CLIENT to seek redress for violation of, or to insist upon, the strict performance of any term or condition to this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

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

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

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT:  
CAPISTRANO UNIFIED  
SCHOOL DISTRICT

CLIENT:  
CAPO BEACH CALVARY

BY: \_\_\_\_\_  
Authorized Signature

BY: \_\_\_\_\_  
Authorized Signature

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

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

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

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

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

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





397 Eagleview Blvd. Exton, PA 19341

## Aesop Customer Agreement

PRPUS2494326

04/24/2014

P: 610-722-9745 | F: 619-923-0101

### Customer:

Capistrano Unified School District  
33122 Valle Rd  
San Juan Capistrano CA 92675

Contact: Susan Holliday  
Title: Technology  
Phone: (949) 234-9463  
Email: [seholliday@capousd.org](mailto:seholliday@capousd.org)

### Agreement Details:

Pricing Expiration: 07/23/2014  
Account Manager: David Black

Initial Term: 2014-2015 / 2015-2016  
Subscription Billing Terms: Annually, based on 10 Months  
One-Time Startup Cost Billing Terms: One-Time, Invoiced after signing  
Cancellation Terms: 30 Days Written Notice

### Pricing Overview:

Year 1: Annual Subscription and One-Time Startup Costs **\$34,047.00**  
Year 2: Annual Subscription Items **\$28,547.00**

Itemized Description	Unit Price	Qty	Mths	Total
Aesop Subscription - Employees needing replacement	\$0.80	2,983	10	\$23,864.00
Aesop Subscription - Employees not needing replacement	\$0.35	1,338	10	\$4,683.00
Aesop Startup Cost - Implementation	\$5,500.00	1	0	\$5,500.00
Aesop Startup Cost - Integration	\$0.00	1	0	\$0.00
Aesop Subscription - Integration(s)	\$0.00	1	0	\$0.00

**Amount Due at Signing (One-Time Setup Cost) \$5,500.00**

BY SIGNING BELOW, CUSTOMER CERTIFIES THAT IT HAS READ AND AGREES WITH THE ADDITIONAL TERMS ATTACHED HERETO AND INCORPORATED HEREIN AND SHALL BE BOUND BY THE SAME. Customer also agrees that the terms and conditions of this Agreement and the Additional Terms are confidential information of Frontline Technologies, Inc. ("Frontline") and are not to be shared with any third party without the prior written consent of Frontline.

Customer: Capistrano Unified School District

Name:

Signature:

Title:

Date:

Frontline Technologies, Inc

Name:

Signature:

Title:

Date:

EXHIBIT 20

## ADDITIONAL TERMS:

1. Subscription. Customer is purchasing a non-exclusive, non-transferable, non-assignable, terminable subscription ("Subscription") for use of Frontline's employee replacement system ("Aesop®") by Customer and those employees Customer registers on Aesop® as "Designated Employees."
2. Term. The Subscription shall begin upon the execution of this Agreement and continue through the Initial Term, set forth on the first page of this Agreement. If neither party has given the other at least thirty (30) days written notice of its intent not to renew prior to the end of the Initial Term or any Renewal Term, the Subscription shall automatically renew for the next year (each, a "Renewal Term").
3. Payment.
  1. The Implementation and System(s) Integration Setup fees set forth on the first page of this Agreement will be invoiced to Customer by Frontline upon execution of this Agreement; but if Customer terminates this Agreement before completion of the implementation process, Frontline will refund the Implementation and System(s) Integration Setup fees on a pro-rata basis, based on a six (6) week setup schedule. If for any reason Frontline's personnel travel to Customer's facility, Customer shall be responsible for the reasonable costs of transportation, lodging, meals and the like for Frontline's personnel.
  2. The Estimated Annual Subscription and the Estimated Monthly Investment set forth on the first page of this Agreement are merely illustrative and are based on Customer's usage estimates. At the end of the month that Aesop® is fully functional for Customer, Frontline will render a detailed invoice, showing the number of Customer employees entered into Aesop®, multiplied by the applicable Employees Requiring a Substitute Rate and Employees Not Requiring a Substitute Rate (collectively, the "Employee Rates") as set forth on the first page of this Agreement, to yield the actual monthly investment (the "Actual Monthly Investment"). This will be multiplied by the number of months remaining in Customer's school year, prorating any partial months, to yield the actual annual subscription (the "Actual Annual Subscription"). There will be no charge for summer usage. Should the number of employees on Aesop® change significantly during the school year, Frontline will recalculate the Actual Annual Subscription and render an invoice, or present a refund, for the difference.
  3. The System(s) Integration Subscription set forth on the first page of this Agreement will be invoiced to Customer by Frontline, at the end of the month that the System(s) Integration is fully functional for Customer.
  4. Before the start of the school year, Frontline will calculate the Actual Monthly Investment by multiplying the actual employees entered into Aesop® by the applicable Employee Rates, as amended from time to time, to yield the Actual Monthly Investment. This will be multiplied by the ten (10) month school year to yield the Actual Annual Subscription plus any System(s) Integration Subscription. Should the number of employees on Aesop® change significantly during any school year, Frontline will recalculate the Actual Annual Subscription and render an invoice, or present a refund, for the difference.
  5. Frontline reserves the right to increase any of the fees after the Initial Term, by providing at least thirty (30) days prior written notice of same to Customer.
4. Aesop® Assistance. Frontline shall provide Customer with commercially reasonable: (a) assistance in the initial installation and setup of Aesop®, and (b) ongoing telephone assistance regarding the use of Aesop® during the Initial Term and any Renewal Term during normal EST business hours Monday through Friday; but: (i) all telephone assistance rendered by Frontline shall only be to Customer's Aesop® Administrator; and (ii) Frontline shall not be required to provide "help desk" support for any questions or assistance that is not directly related to Aesop®.
5. Aesop® Operation. Customer acknowledges and agrees that it must properly enter data and information onto Aesop® in order for Aesop® to operate properly. Customer shall be responsible to verify the accuracy of any of Customer's data entered on Aesop®. Frontline makes no representation or warranty of any kind as to the availability, promptness, or reliability of any substitute employee actually contacted by Aesop®.
6. Aesop® Administrator. At all times, Customer must have an employee who has obtained Aesop® administrator certification training from Frontline and who is certified by Frontline as an Aesop® administrator ("Aesop® Administrator"). If the Aesop® Administrator ceases to serve as such, Customer shall promptly and at its expense have a new employee obtain Frontline Aesop® administrator certification and be designated as an Aesop® Administrator.
7. Vacancies. Customer may use Aesop® to obtain temporary employee when there is no absent employee (a "Vacancy"). Filling a Vacancy is treated by Aesop® as if it was a regular replacement for an absent employee and is billed at the Employee Rates.
8. Subscription Restrictions.
  1. Customer shall not assign, transfer, pledge, sub-license or otherwise encumber or dispose of any of Customer's rights or obligations under this Agreement.
  2. The Subscription does not extend to any individual or entity not a party to this Agreement, any employees of Customer who are not either the Designated Employees or the Aesop® Administrator, or any business, school or operation acquired by Customer by merger, consolidation, purchase, operation of law or otherwise, unless Frontline agrees in writing to the extension or assignment of the Subscription. No right is granted for the use or access of Aesop® by any third party. A transfer of control or ownership of Customer shall be considered a prohibited transfer of Customer's Subscription.
  3. Frontline may assign this Agreement to any third party acquiring all or substantially all of Frontline's assets or stock.
  4. Information regarding Customer's employees acquired by Frontline shall be confidential. Aggregated data not relating to individual employees of Customer acquired by Frontline in the course of performing this Agreement will be the sole property of Frontline.
9. Integration. In the event Customer purchases setup and/or subscription to Frontline's integration services, Customer understands and agrees: (a) that Frontline is authorized to provide Customer data to a specified third party or permit such third party to have access to Customer's data, as required to accomplish the integration services; and (b) Frontline is not responsible for, does not warrant, support, or make any representations regarding: (i) third-party products or services, (ii) Customer's data in the possession of third parties, including, without limitation, a third party's storage, use or misuse of Customer data, or (iii) Customer's uninterrupted access to a third party's services due to circumstances outside of the control of Frontline.
10. Limitation of Liability.
  1. **THE MAXIMUM LIABILITY OF FRONTLINE, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, ATTORNEYS, OFFICERS AND DIRECTORS, FOR ALL DAMAGES, CLAIMS OR LOSSES WHATSOEVER, INCLUDING THOSE RELATING TO ANY ERROR, FAILURE, MALFUNCTION, OR DEFECT OF Aesop®, ANY BREACH OF THIS AGREEMENT AND ANY NEGLIGENCE OR OTHER MALFEASANCE BY FRONTLINE SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER TO FRONTLINE DURING THE PAST TWELVE (12) MONTH PERIOD.**
  2. Upon termination of this Agreement for any reason, the provisions of this Section shall survive termination and continue in full force and effect.
11. Termination.
  1. Customer may terminate this Agreement at any time, for any reason or no reason, on thirty (30) days prior written notice to Frontline. In the event Customer terminates this Agreement pursuant to this Section, Frontline shall be entitled to retain all monies received from Customer pursuant to this Agreement, to be paid for fees due up to the termination, and shall be relieved of further obligations to Customer. Frontline shall promptly return to Customer any data, confidential information, materials, records and other information furnished to Frontline by Customer. Frontline shall return to Customer, on a pro-rata basis, any fees paid in advance by Customer that were not earned as of the date of termination.
  2. Frontline may terminate this Agreement for any breach by Customer.
12. Public Disclosure. Customer grants to Frontline the right to publicly disclose the fact that Customer is using Aesop®, for Frontline's advertising and other promotional purposes.
13. Copyright and Trademarks. All intellectual property pertaining to Aesop®, including trademarks and copyrights, is and shall remain the sole property of Frontline and its affiliated companies.
14. Entire Agreement. This Agreement states the entire understanding reached between the parties hereto with respect to the subject matter contained herein and supersedes all prior or contemporaneous agreements, understandings, representations and warranties between the parties, and may not be amended except by written instrument executed by the parties hereto.

CAPISTRANO UNIFIED SCHOOL DISTRICT  
SCHOOL BUS SERVICE AGREEMENT

This AGREEMENT is hereby entered into this 8<sup>th</sup> day of June, 2014, by and between the Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675 (hereinafter referred to as "DISTRICT"), and Santa Margarita Catholic High School, 22062 Antonio Parkway, Rancho Santa Margarita, CA 92688, (hereinafter referred to as "SMCHS"). DISTRICT and SMCHS shall be collectively referred to as the Parties.

WHEREAS, SMCHS bought three of the DISTRICT's surplus school buses and requires school bus inspection, servicing, maintenance, repair, parking and school bus driver training services;

WHEREAS, the DISTRICT is specially trained and experienced and competent to perform such special services required by SMCHS to operate and maintain the school buses purchased by SMCHS;

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

WHEREAS, DISTRICT and SMCHS wish to enter into this AGREEMENT with the understanding that these services are being rendered secondary to services required by DISTRICT's schools and students and only if DISTRICT operations are not adversely impacted in any way;

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 SERVICES TO BE PROVIDED BY THE DISTRICT.

1.1 Provide designated parking for three (3) SMCHS school buses at the DISTRICT's bus facility located at 26126 Victoria Blvd, Capistrano Beach, California 92624 for a fee of \$100.00 per bus per month for a total of \$300.00 per month.

1.2 Provide routine inspection and servicing (i.e. lubrication of chassis, changing oil, oil filters and air filters) on the three (3) SMCHS school buses every 3,000 miles or 45

calendar days, whichever occurs first; at \$120/hour (inspection/servicing fees have a ½ hour minimum).

1.3 Provide an annual school bus maintenance check-up on the three (3) SMCHS school buses at \$120/hour and any repairs necessitated by such maintenance check-up will be mutually agreed to in writing between the Parties.

1.4 Provide emergency roadside assistance for the three (3) SMCHS school buses within DISTRICT boundaries at \$120/hour, which shall commence from point of departure to point of return.

1.5 Provide emergency roadside assistance for the three (3) SMCHS school buses outside DISTRICT boundaries at DISTRICT's discretion at \$120/hour, which shall commence from point of departure to point of return.

2.0 TERM. DISTRICT shall commence providing services under this AGREEMENT on or after June 8, 2014 and this Agreement shall be effective for one (1) year with two (2) one-year options to renew upon mutual written agreement of the Parties.

3.0 FEES/PAYMENT. SMCHS agrees to pay the DISTRICT for services satisfactorily rendered pursuant to Section 1.0 of this AGREEMENT, SMCHS agrees to pay all hourly rates as stated in Section 1.0 and any and all towing costs, if necessary. All parts/supplies/materials, fuel and oil shall be paid by SMCHS. There shall be no costs or expenses to the DISTRICT to provide these services. Payment shall be made upon receipt of an invoice from DISTRICT in duplicate. Payment shall be mailed to: CAPISTRANO UNIFIED SCHOOL DISTRICT, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA 92675, ATTN: ACCOUNTS PAYABLE or at such other place as DISTRICT may designate in writing.

4.0 COMMUNICATION BETWEEN THE PARTIES. SMCHS shall communicate directly with the DISTRICT's Executive Director of Transportation for the purpose of requesting any of the services provided in this AGREEMENT. SMCHS shall comply with all

schedules that have been established by the DISTRICT for inspecting, servicing and/or maintaining the SMCHS school buses and shall deliver their buses at or before the time scheduled.

5.0 INDEPENDENT CONTRACTOR. DISTRICT, in the performance of this AGREEMENT, shall be and act as an independent contractor. DISTRICT understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the SMCHS, and are not entitled to benefits of any kind or nature normally provided employees of SMCHS and/or to which SMCHS employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. DISTRICT assumes the full responsibility for the acts and/or omissions of its employees as they relate to the services to be provided under this AGREEMENT. DISTRICT shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to DISTRICT's employees.

6.0 TERMINATION. Either party may terminate this AGREEMENT with or without reason by providing thirty (30) days written notice to the other party specifying the desired date of termination. Notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.

7.0 HOLD HARMLESS/INDEMNIFICATION. SMCHS agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its Governing Board, officers and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of any injury to or death of any person(s), or damage to or loss of any property caused by any negligent act, default or negligent omission of the SMCHS, or its officers or employees arising out of, or in any way connected with, this AGREEMENT, whether said injury or damage occurs either on or off SMCHS's



property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers or employees.

DISTRICT agrees to and does hereby indemnify, hold harmless and defend the SMCHS and its affiliates, directors, administrative board and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of any injury to or death of any person (s), or damage to or loss of any property caused by any negligence or willful misconduct of the DISTRICT, or its officers or employees arising out of their performance under this AGREEMENT.

8.0 INSURANCE. SMCHS will provide the DISTRICT with a certificate of insurance which provides insurance coverage on all SMCHS owned school buses inspected, serviced maintained, and/or repaired by the DISTRICT. A certificate of insurance shall also show that the DISTRICT is named as an additional insured on the policy or policies of general liability and auto liability policies. Said certificate of insurance shall also show that the DISTRICT will be given at least thirty (30) days' notice prior to the termination, cancellation or modification of said insurance.

9.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this AGREEMENT shall not be assigned by the DISTRICT.

10.0 TOBACCO USE POLICY. In the interest of public health, DISTRICT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the DISTRICT pursuant to DISTRICT Policy 400.15. Failure to abide with the conditions of this policy could result in the termination of this AGREEMENT.

11.0 COMPLIANCE WITH APPLICABLE LAWS. DISTRICT and SMCHS agree to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in

the future become applicable to DISTRICT and SMCHS as they relate to their respective performances pursuant to the AGREEMENT.

12.0 PERMITS/LICENSES. DISTRICT and all DISTRICT's employees shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

13.0 NON-DISCRIMINATION. DISTRICT and SMCHS agree that they will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

DISTRICT:           CAPISTRANO UNIFIED SCHOOL DISTRICT  
  
                          33122 Valle Road  
  
                          San Juan Capistrano, CA 92675  
  
                          Attn: Terry Fluent, Director

SMCHS:             SANTA MARGARITA CATHOLIC HIGH SCHOOL  
  
                          22062 Antonio Parkway  
  
                          Rancho Santa Margarita, CA 92688  
  
                          Attn: Raymond R. Dunne, Principal

- 15.0 NON WAIVER. The failure of DISTRICT or SMCHS to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 16.0 SEVERABILITY. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 17.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.
- 18.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the Parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both Parties to the AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT:  
CAPISTRANO UNIFIED SCHOOL DISTRICT

SMCHS:  
SANTA MARGARITA CATHOLIC  
HIGH SCHOOL

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

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

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PRINT NAME

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TITLE

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TITLE

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DATE

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DATE



**AMENDMENT #1 AND EXTENSION #4 OF AGREEMENT NO. I1011014**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**THE PLANNING CENTER**

The Independent Contractor Agreement is amended to reflect a business name change. The business name of The Planning Center is changed to PlaceWorks, effective March 1, 2014.

Independent Contractor Agreement No. I011014 called for an original contract period of July 1, 2010 through June 30, 2011.

The contract with The Planning Center, shall be extended an additional 12 months, for the period July 1, 2014 through June 30, 2015, at the same prices as previously negotiated.

The total cost of services requested by District and provided by Contractor under this extension shall not exceed \$50,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on July 13, 2010, all other terms of the contract remain in full force and effect.

**Capistrano Unified School District**

**PlaceWorks**

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

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

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

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

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

\_\_\_\_\_  
Title

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

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

EXHIBIT 22



April 30, 2014

Donna Antifae  
Buyer / Planner  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, Ca 92675

Subject: Announcement Regarding New Name

To Whom It May Concern::

We are writing to inform you that The Planning Center dba The Planning Center | DC&E has changed its name to PlaceWorks effective March 1, 2014. Other than the company name, all other details and structures of the company remain unchanged. All services will continue to be performed under the same terms and conditions that are contained in our existing Agreement. The same personnel will continue to perform the services as well.

We are very excited about this new direction and I have enclosed the announcement notification to better explain our decision. There is also a new W-9 enclosed.

If you have any questions or need anything additional, please let me know.

Sincerely,

PLACEWORKS

A handwritten signature in black ink that reads "Kara L. Kosel".

Kara L. Kosel  
Contracts Manager

*The Planning Center | DC&E is now PlaceWorks!*



**PLACEWORKS**

New name. Expanded opportunities.

When **The Planning Center** and **DC&E** came together in March of 2011, we merged our companies and cultures. We found ourselves with a vastly expanded experience base and set of disciplines. But what we didn't have was one unifying name.

Our integrated firm had clearly become a new and distinct entity — much greater than the sum of our parts. The new name emerged from a need to outwardly express this internal synergy. PlaceWorks embodies that bright collaboration, accomplished history, and boundless future.

PlaceWorks is about solutions that work. Relationships that work. Places that work. That's what got us here. That's what has always driven us. And that's what **PlaceWorks** is all about.

Learn more at



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CONTRACTOR'S NAME: The Planning Center

CONTRACT No. 11011014



## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and The Planning Center hereinafter referred to as "CONTRACTOR".

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

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

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** District wide on-call California Environmental Quality Act Compliance (CEQA) services.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on July 1, 2010, and will diligently perform as required and complete performance by June 30, 2011.

CONTRACTOR'S NAME: The Planning Center CONTRACT No. 11011014

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A ).

DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule (Exhibit A).

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: N/A.

5. **Independent Contractor:** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as in independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT, and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR'S employees.

6. **Materials:** CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: N/A.

CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

**8. Copyright/Trademark/Patent:** CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

**9. Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

**10. Hold Harmless:** CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

**11. Insurance:** Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

**12. Assignment:** The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

**13. Compliance with Applicable Laws:** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by the AGREEMENT or accruing out of the performance of such services.

**14. Permits/Licenses:** CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

**15. Employment with Public Agency:** CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

**16. Entire Agreement/Amendment:** This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

**CONTRACTOR'S NAME:** The Planning Center **CONTRACT No.** I1011014

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

**17. Nondiscrimination:** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

**18. Non Waiver:** The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

**DISTRICT:**

Terry Fluent, Director, Purchasing  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675

**CONTRACTOR:**

The Planning Center  
1580 Metro Drive  
Costa Mesa, CA 92626  
(714) 966.9220

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

CONTRACTOR'S NAME: The Planning Center CONTRACT No. 11011014

21. **Attorney Fees/Costs:** Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

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

23. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	Fee Schedule
b. Exhibit	B	N/A
c. Exhibit	C	N/A

THIS AGREEMENT IS ENTERED INTO THIS 14th DAY OF July, 2010.

Capistrano Unified School District

Name of District

By: Terry Fluent

Terry Fluent

Typed Name

Director, Purchasing

Title

July 13, 2010

Board Approval Date

The Planning Center

Contractor Name

Signature: Dwayne Mears

DWAYNE MEARS

Typed or Printed Name

PRINCIPAL

Title

95-2975827

Taxpayer Identification Number

**The Planning Center  
2010-11 Fee Schedule  
Capistrano Unified School District**

STAFF LEVEL	HOURLY RATE
Principal	\$195
Director/Team Leader	\$150-\$180
Sr. Planner/Scientist/Designer II	\$150-\$175
Sr. Planner/Scientist/Designer I	\$100-\$150
Associate Planner/Scientist/Designer II	\$85-\$115
Associate Planner/Scientist/Designer I	\$80-\$85
Assistant Planner/Scientist/Designer II	\$70-\$85
Assistant Planner/Scientist/Designer I	\$60-\$70
GIS/CAD Operator II	\$80-\$110
GIS/CAD Operator I	\$65-\$80
Graphic Artist II	\$75-\$125
Graphic Artist I	\$55-\$75
Planning Technician	\$45-\$60
Intern	\$25
Technical Editor	\$75
Word Processing	\$60
Clerical	\$55
Third-Party CEQA Review	\$200
Expert Witness	2 x Normal Hourly Rate

Other direct costs are billed at cost plus 10.0%.

Mileage reimbursement rate is the standard IRS-approved rate, which is currently \$0.55 per mile.

**Exhibit A**



**EXTENSION OF AGREEMENT NO. I1011014**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**THE PLANNING CENTER**

Independent Contractor Agreement No. I1011014 called for an original 12-month contract covering the period of July 1, 2010, through June 30, 2011.

The contract with The Planning Center shall be extended an additional twelve (12) months, for the period July 1, 2011, through June 30, 2012 at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on July 13, 2010, all other terms of the contract remain in full force and effect.

**DISTRICT**

**CONSULTANT**

**Capistrano Unified School District**

**The Planning Center**

By:   
Signature

By:   
Signature

Terry Fluent

Dwayne Mears  
Print Name

Director, Purchasing

Principal  
Title

Date: 6/16/11

Date: 5/26/11

**The Planning Center | DC&E  
2011-12 Modified Fee Schedule  
Districtwide CEQA Services for Capistrano USD  
Contract No. I1011014**

STAFF LEVEL	CURRENT RATES	PROPOSED RATES
Principal	\$195	\$185
Director/Team Leader	\$150-\$180	\$150-\$175
Sr. Planner/Scientist/Designer II	\$150-\$175	\$150-\$165
Sr. Planner/Scientist/Designer I	\$100-\$150	\$100-\$145
Associate Planner/Scientist/Designer II	\$85-\$115	\$85-\$110
Associate Planner/Scientist/Designer I	\$80-\$85	\$80-\$85
Assistant Planner/Scientist/Designer II	\$70-\$80	\$70-\$75
Assistant Planner/Scientist/Designer I	\$60-\$70	\$60-\$70
GIS/CAD Operator II	\$80-\$110	\$80-\$100
GIS/CAD Operator I	\$65-\$80	\$65-\$80
Graphic Artist II	\$70-\$125	\$70-\$95
Graphic Artist I	\$55-\$75	\$55-\$75
Planning Technician/Intern	\$45-\$60	\$45-\$55
Technical Editor	\$75	\$75
Word Processing	\$60	\$60
Clerical/Administration	\$55	\$55
Third-Party CEQA Review	\$225	\$200
Expert Witness	2 x Normal Hourly Rate	2 x Normal Hourly Rate
Other direct costs are billed at cost plus 10.0%.		
Mileage reimbursement rate is the standard IRS-approved rate.		

Exhibit A

**EXTENSION OF AGREEMENT NO. I1011014**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**THE PLANNING CENTER**

Independent Contractor Agreement No. I1011014 called for an original 12-month contract covering the period of July 1, 2010, through June 30, 2011.

The contract with The Planning Center shall be extended an additional twelve (12) months, for the period July 1, 2012, through June 30, 2013 at the prices shown in Exhibit A to this Extension Agreement.

The total cost of services requested by District and provided by Contractor under this extension shall not exceed \$50,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on July 13, 2010, all other terms of the contract remain in full force and effect.

**DISTRICT**

**CONSULTANT**

**Capistrano Unified School District**

**The Planning Center**

By:   
Signature

By:   
Signature

Terry Fluent

Dwayne Mears  
Print Name

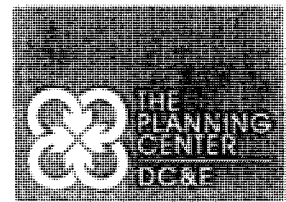
Director, Purchasing

Principal, Environmental Services  
Title

Date: 7/18/12

Date: 7/6/12

Exhibit A



**The Planning Center|DC&E  
2012-13 Fee Schedule  
Districtwide CEQA Services for Capistrano USD  
Contract No. I1011014**

STAFF LEVEL	CURRENT RATES	PROPOSED RATES
Principal (Mears)	\$185	\$185
Director/Team Leader	\$150-\$175	\$150-\$175
Sr. Planner/Scientist/Designer II	\$150-\$165	\$150-\$165
Sr. Planner/Scientist/Designer I	\$100-\$145	\$100-\$145
Associate Planner/Scientist/Designer II	\$85-\$110	\$85-\$100
Associate Planner/Scientist/Designer I	\$80-\$85	\$80-\$85
Assistant Planner/Scientist/Designer II	\$70-\$75	\$70-\$75
Assistant Planner/Scientist/Designer I	\$60-\$70	\$60-\$70
GIS/CAD Operator II	\$80-\$100	\$80-\$100
GIS/CAD Operator I	\$65-\$80	\$65-\$75
Graphic Artist II	\$70-\$95	\$70-\$95
Graphic Artist I	\$55-\$75	\$55-\$75
Planning Technician/Intern	\$45-\$55	\$45-\$55
Technical Editor	\$75	\$75
Word Processing	\$60	\$60
Clerical/Administration	\$55	\$55
Expert Witness	2 x Normal Hourly Rate	2 x Normal Hourly Rate

Other direct costs are billed at cost plus 10% (reduced from 12.5%).

Mileage reimbursement rate is the standard IRS-approved rate.

**EXTENSION OF AGREEMENT NO. I1011014**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**THE PLANNING CENTER**

Independent Contractor Agreement No. I1011014 called for an original contract period of July 1, 2010 through June 30, 2011.

The agreement with The Planning Center shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$50,000.

Except as set forth in this Extension Agreement, and Board approved on July 13, 2010, all other terms of the contract remain in full force and effect.

**Capistrano Unified School District**

**The Planning Center**

By:   
Signature

By:   
Signature

Terry Fluent

Dwayne Mears  
Print Name

Director, Purchasing

Principal  
Title

Date: 7/10/13

Date: 7/1/13

# Exhibit A

The Planning Center|DC&E  
2013-14 Fee Schedule  
Districtwide CEQA Services for Capistrano USD  
Contract No. 11011014

STAFF LEVEL	ORIGINAL RATES (2008-09)	PROPOSED RATES (2013-14)
Principal (Mears)	\$250	\$185
Director/Team Leader	\$150-\$200	\$150-\$175
Sr. Planner/Scientist/Designer II	\$125-\$200	\$150-\$165
Sr. Planner/Scientist/Designer I	\$100-\$150	\$100-\$145
Associate Planner/Scientist/Designer II	\$85-\$115	\$85-\$110
Associate Planner/Scientist/Designer I	\$80-\$85	\$80-\$85
Assistant Planner/Scientist/Designer II	\$70-\$85	\$70-\$75
Assistant Planner/Scientist/Designer I	\$60-\$70	\$60-\$70
GIS/CAD Operator II	\$80-\$110	\$80-\$100
GIS/CAD Operator I	\$65-\$80	\$65-\$75
Graphic Artist II	\$75-\$125	\$70-\$95
Graphic Artist I	\$55-\$75	\$55-\$75
Planning Technician/Intern	\$45-\$60	\$45-\$55
Technical Editor	\$75-\$85	\$75
Word Processing	\$65	\$60
Clerical/Administration	\$55-\$65	\$55
Expert Witness	2 x Normal Hourly Rate	2 x Normal Hourly Rate

Other direct costs are billed at cost plus 10% (reduced from 12.5%).

Mileage reimbursement rate is the standard IRS-approved rate.



**EXTENSION #4 OF AGREEMENT NO. I1011016**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**NMG GEOTECHNICAL, INCORPORATED**

Independent Contractor Agreement No. I011016 called for an original contract period of July 1, 2010 through June 30, 2011.

The contract with NMG Geotechnical, Incorporated, shall be extended an additional 12 months, for the period July 1, 2014 through June 30, 2015, at the same prices as previously negotiated.

The total cost of services requested by District and provided by Contractor under this extension shall not exceed \$150,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on August 10, 2010, all other terms of the contract remain in full force and effect.

**Capistrano Unified School District**

**NMG Geotechnical, Incorporated**

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

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

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

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

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

\_\_\_\_\_  
Title

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

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



CONTRACTOR'S NAME: NMG Geotechnical, Inc.

CONTRACT No. 11011016



## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and NMG Geotechnical, Inc. hereinafter referred to as "CONTRACTOR".

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

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

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** On-call geotechnical services  
for observation and testing during precise grading and post-grading construction District wide.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on July 1, 2010, and will diligently perform as required and complete performance by June 30, 2011.

CONTRACTOR'S NAME: NMG Geotechnical, Inc.

CONTRACT No. I1011016

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A ).

DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule (Exhibit A).

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: N/A

5. **Independent Contractor:** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as in independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT, and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR'S employees.

6. **Materials:** CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: N/A

CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

**8. Copyright/Trademark/Patent:** CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

**9. Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

**10. Hold Harmless:** CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

**11. Insurance:** Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

**12. Assignment:** The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

**13. Compliance with Applicable Laws:** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by the AGREEMENT or accruing out of the performance of such services.

**14. Permits/Licenses:** CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

**15. Employment with Public Agency:** CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

**16. Entire Agreement/Amendment:** This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

**17. Nondiscrimination:** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

**18. Non Waiver:** The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

**DISTRICT:**

Terry Fluent, Director, Purchasing  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675

**CONTRACTOR:**

NMG Geotechnical, Inc.  
17991 Fitch  
Irvine, CA 92614  
(949) 442-2442

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

CONTRACTOR'S NAME: NMG Geotechnical, Inc. CONTRACT No. 11011016

21. **Attorney Fees/Costs:** Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

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

23. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	Fee Schedule
b. Exhibit	B	N/A
c. Exhibit	C	N/A

THIS AGREEMENT IS ENTERED INTO THIS 11th DAY OF August, 2010.

Capistrano Unified School District  
Name of District

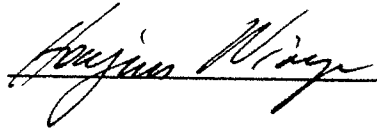
By: 

Terry Fluent  
Typed Name

Director, Purchasing  
Title

August 10, 2010  
Board Approval Date

NMG Geotechnical, Inc.  
Contractor Name

Signature: 

Hayim Ninyo  
Typed or Printed Name

President  
Title

406-00447  
Taxpayer Identification Number



June 1, 2010

Project No. 09115-02

To: Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, California 92675

Attention: Mr. John Forney

Subject: Cost Estimate for On-Call Geotechnical Services for Fiscal Year 2010/2011,  
Capistrano Unified School District Projects

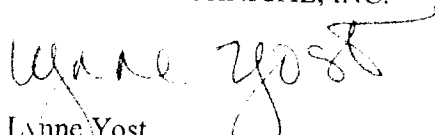
Pursuant to your request, NMG Geotechnical, Inc. (NMG) has prepared this cost estimate for on-call geotechnical services for the Capistrano Unified School District (CUSD) for potential incidental design or small construction projects during Fiscal Year 2010/2011. NMG has previously performed annual on-call services for CUSD, including last fiscal year; the scope of work ranged from slope stability evaluation to observation and testing during field improvements and pavement/concrete installation.

This budget will be utilized for projects that are relatively small or have limited time durations. The initiation of any work would require your verbal authorization. A total amount of \$7,500 is considered appropriate for establishment of an on-call service budget. Our costs will accrue on a time-and-materials basis in accordance with the attached 2009 Professional Fee Schedule.

If you have any questions regarding this cost estimate, please contact our office. We appreciate the opportunity to provide our services.

Respectfully submitted,

NMG GEOTECHNICAL, INC.

  
Lynne Yost  
Associate Geologist

LY/er

Attachment: 2009 Professional Fee Schedule

Distribution: (2) Addressee

Exhibit A - 1 of 2

7001 Blvd • Irvine, California 92614 • Phone: (949) 412-2112 • Fax: (949) 470-8322 • <http://www.nmggeotech.com>



## 2009 PROFESSIONAL FEE SCHEDULE

### HOURLY RATES BY STAFF CATEGORY

Principal and Associate Engineer/Geologist.....	\$135
Project Engineer/Geologist.....	\$112
Senior Staff Engineer/Geologist.....	\$ 95
Supervisory Technician.....	\$ 95
Staff Engineer/Geologist.....	\$ 85
Senior Project Technician.....	\$ 85
Project Technician.....	\$ 78
Staff Technician.....	\$ 69
CAD Drafter/Technical Illustrator.....	\$ 69
Word Processor.....	\$ 62
Technical Assistant.....	\$ 50

### LABORATORY TESTING

Moisture Content.....	\$ 14	Consolidation.....	\$185
Moisture Content & Density.....	\$ 24	For time-rate, add \$35/increment	
Atterberg Limits.....	\$135	- For remolded add \$50/specimen	
Particle-Size Sieve Analysis.....	\$ 85	- For reload, add \$100/cycle	
Finer than No. 200 Sieve.....	\$ 55	Hydroconsolidation/Collapse.....	\$110
Hydrometer Analysis.....	\$ 90	Undisturbed Direct Shear.....	\$170
Maximum Dry Density.....	\$195	Undisturbed Direct Shear - Slow.....	\$275
Maximum Dry Density with Oversize Particle.....	\$230	Remolded Direct Shear.....	\$225
Caltrans 216 Maximum Density.....	\$180	Remolded Direct Shear - Slow.....	\$350
Sand Equivalent.....	\$ 75	Residual Direct Shear.....	\$550
Soluble Sulfate Content.....	\$ 55	R-Value.....	\$205
Expansion Index.....	\$145	Asphalt Maximum Density.....	\$195
Concrete, Mortar or Grout Compression (per cylinder/cube/prism).....	\$ 25	Gunite/Shotcrete Panel Coring & Testing.....	\$100
CMU Grouted Prisms			
- Compression Test ≤8" x 8" x 16".....	\$ 180		
- Compression Test >8" x 8" x 16".....	\$ 250		

### NOTES

1. No additional charges for field vehicle usage, nuclear gauge, or overtime work.
2. Heavy equipment (i.e. drill rig, backhoe, CPT) charges will be invoiced at cost.
3. Delivery and outside reproduction charges will be invoiced at cost.
4. Outside laboratory test charges will be invoiced at cost.

**EXTENSION OF AGREEMENT NO. I1011016**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**NMG GEOTECHNICAL, INC.**


Independent Contractor Agreement No. I1011016 called for an original 12-month contract covering the period of July 1, 2010, through June 30, 2011.

The contract with NMG Geotechnical, Inc., shall be extended an additional twelve (12) months, for the period July 1, 2011, through June 30, 2012 at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on August 10, 2010, all other terms of the contract remain in full force and effect.

**DISTRICT**

**Capistrano Unified School District**

By:   
Signature

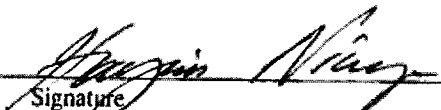
Terry Fluent

Director, Purchasing

Date: 6/28/11

**CONSULTANT**

**NMG Geotechnical, Inc.**

By:   
Signature

Hayim Ninyo  
Print Name

President  
Title

Date: June 9, 2011

## 2006 PROFESSIONAL FEE SCHEDULE

### HOURLY RATES BY STAFF CATEGORY

Principal and Associate Engineer/Geologist	\$120
Project Engineer/Geologist	\$103
Senior Staff Engineer/Geologist	\$ 88
Supervisory Technician	\$ 88
Staff Engineer/Geologist	\$ 79
Senior Project Technician	\$ 79
Project Technician	\$ 72
Staff Technician	\$ 65
CAD Drafter/Technical Illustrator	\$ 65
Word Processor	\$ 57
Technical Assistant	\$ 47

### LABORATORY TESTING

Moisture Content	\$ 13	Consolidation	\$175
Moisture Content & Density	\$ 22	- For time-rate, add \$35/increment	
Atterberg Limits	\$125	- For remolded, add \$50/specimen	
Particle-Size Sieve Analysis	\$ 80	- For reload, add \$100/cycle	
Finer than No. 200 Sieve	\$ 50	Hydroconsolidation/Collapse	\$100
Hydrometer Analysis	\$ 85	Undisturbed Direct Shear	\$180
Maximum Dry Density	\$190	Undisturbed Direct Shear – Slow	\$275
Maximum Dry Density with Oversize Particle	\$230	Remolded Direct Shear	\$225
Caltrans 216 Maximum Density	\$170	Remolded Direct Shear – Slow	\$350
Sand Equivalent	\$ 70	Residual Direct Shear	\$550
Soluble Sulfate Content	\$ 50	R-Value	\$195
Expansion Index	\$140	Asphalt Maximum Density	\$190
Concrete Compression (per cylinder)	\$ 25	Grout Prisms (4)	\$100
CMU Grouted Prisms		Shotcrete Panel	\$100
Compression Test ≤8" x 8" x 16"	\$ 180		
Compression Test >8" x 8" x 16"	\$ 250		

### NOTES

1. No additional charges for field vehicle usage, nuclear gauge, or overtime work.
2. Heavy equipment (i.e. drill rig, backhoe, CPT) charges will be invoiced at cost.
3. Delivery and outside reproduction charges will be invoiced at cost.
4. Outside laboratory test charges will be invoiced at cost.

**EXTENSION OF AGREEMENT NO. I1011016**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**NMG GEOTECHNICAL, INC.**

Independent Contractor Agreement No. I1011016 called for an original 12-month contract covering the period of July 1, 2010, through June 30, 2011.

The contract with NMG Geotechnical, Inc. shall be extended an additional twelve (12) months, for the period July 1, 2012, through June 30, 2013 at the prices shown in Exhibit A to this Extension Agreement.

The total cost of services requested by District and provided by Contractor under this extension shall not exceed \$150,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on August 10, 2010, all other terms of the contract remain in full force and effect.

**DISTRICT**

**Capistrano Unified School District**

By: Terry Fluent  
Signature

Terry Fluent

Director, Purchasing

Date: 7/2/12

**CONSULTANT**

**NMG Geotechnical, Inc.**

By: William Goodman  
Signature

WILLIAM GOODMAN  
Print Name

Principal Engineer  
Title

Date: JUNE 22, 2012





## Exhibit A

# 2006 PROFESSIONAL FEE SCHEDULE

## HOURLY RATES BY STAFF CATEGORY

Principal and Associate Engineer/Geologist.....	\$120
Project Engineer/Geologist.....	\$103
Senior Staff Engineer/Geologist.....	\$ 88
Supervisory Technician.....	\$ 88
Staff Engineer/Geologist.....	\$ 79
Senior Project Technician.....	\$ 79
Project Technician.....	\$ 72
Staff Technician.....	\$ 65
CAD Drafter/Technical Illustrator.....	\$ 65
Word Processor.....	\$ 57
Technical Assistant.....	\$ 47

## LABORATORY TESTING

Moisture Content.....	\$ 13	Consolidation.....	\$175
Moisture Content & Density.....	\$ 22	- For time-rate, add \$35/increment	
Atterberg Limits.....	\$125	- For remolded, add \$50/specimen	
Particle-Size Sieve Analysis.....	\$ 80	- For reload, add \$100/cycle	
Finer than No. 200 Sieve.....	\$ 50	Hydroconsolidation/Collapse.....	\$100
Hydrometer Analysis.....	\$ 85	Undisturbed Direct Shear.....	\$160
Maximum Dry Density.....	\$190	Undisturbed Direct Shear - Slow.....	\$275
Maximum Dry Density with Oversize Particle.....	\$230	Remolded Direct Shear.....	\$225
Caltrans 216 Maximum Density.....	\$170	Remolded Direct Shear - Slow.....	\$350
Sand Equivalent.....	\$ 70	Residual Direct Shear.....	\$550
Soluble Sulfate Content.....	\$ 50	R-Value.....	\$195
Expansion Index.....	\$140	Asphalt Maximum Density.....	\$190
Concrete Compression (per cylinder).....	\$ 25	Grout Prisms (4).....	\$100
CMU Grouted Prisms.....		Shotcrete Panel.....	\$100
Compression Test ≤8" x 8" x 16".....	\$ 180		
Compression Test >8" x 8" x 16".....	\$ 250		

## NOTES

1. No additional charges for field vehicle usage, nuclear gauge, or overtime work.
2. Heavy equipment (i.e. drill rig, backhoe, CPT) charges will be invoiced at cost.
3. Delivery and outside reproduction charges will be invoiced at cost.
4. Outside laboratory test charges will be invoiced at cost.



May 16, 2012

Project No. 09115-05

To: Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, California 92675

Attention: Ms. Terry Fluent

Subject: Cost Estimate for On-Call Geotechnical Services for Fiscal Year 2012/2013, Capistrano Unified School District Projects

Pursuant to your request, NMG Geotechnical, Inc. (NMG) has prepared this cost estimate for on-call geotechnical services for the Capistrano Unified School District (CUSD) for potential incidental design or small construction projects during Fiscal Year 2012/2013. NMG has previously performed annual on-call services for CUSD. The scope of work ranged from slope stability evaluation to observation and testing during field improvements and pavement/concrete installation.

NMG received and acknowledged CUSD's request to reduce our contract pricing due to the current state of financial emergency for public education. As such, we propose to reduce the 2006 Professional Fee Schedule by 10 percent (our prior contract was based on the 2006 Professional Fee Schedule, which had been reduced from the year before). In lieu of providing a tabulated cost comparison, NMG proposes to show the 10 percent discount on each invoice.

This budget will be utilized for projects that are relatively small or have limited time durations. The initiation of any work would require your verbal authorization. A total amount of \$6,500 is considered appropriate for establishment of an on-call service budget. Our costs will accrue on a time-and-materials basis in accordance with the attached 2006 Professional Fee Schedule, minus a 10 percent discount.

If you have any questions regarding this cost estimate, please contact our office. We appreciate the opportunity to offer our services.

Respectfully submitted,

NMG GEOTECHNICAL, INC.

A handwritten signature in dark ink, appearing to read "Lynn Yost", is written over the printed name.

Lynn Yost, CEG 2317  
Associate Geologist

Attachment: 2006 Professional Fee Schedule

Distribution: (1) Addressee (via e-mail)

AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT  
NO. 11011016

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

NMG GEOTECHNICAL, INC.

The original Independent Contractor Agreement between Capistrano Unified School District and NMG Geotechnical, Incorporated, called for services to be provided utilizing the 2006 Professional Fee Schedule for the contract term of July 1, 2012 through June 30, 2013. This amendment adds the Field Technician at the rate of \$85 per hour to the 2006 Professional Fee Schedule, Exhibit A.

Except as set forth in this Amendment to Agreement, and Board approved on August 10, 2010, all other terms and conditions of the contract remain in full force and effect.

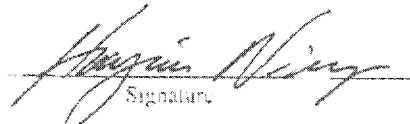
Capistrano Unified School District

NMG Geotechnical, Incorporated

By:

  
Signature

By:

  
Signature

Terry Fluent

Hayim Ninyo

Print Name

Director, Purchasing

President

Title

Date:

4/19/13

Date:

4-3-13



## 2006 PROFESSIONAL FEE SCHEDULE

### HOURLY RATES BY STAFF CATEGORY

Principal and Associate Engineer/Geologists	\$110
Project Engineer/Geologist	\$80
Senior Staff Engineer/Geologist	\$88
Supervisory Technician	\$28
Staff Engineer/Geologist	\$40
Senior Project Technician	\$39
Project Technician	\$29
Staff Technician	\$20
CAD Drafter/Technical Illustrator	\$65
Word Processor	\$60
Technical Assistant	\$20
Field Technician	\$45
	\$85

### LABORATORY TESTING

Moisture Content	\$	Consolidation	
Moisture Content & Density	\$30	For Intermediate add \$50 per hour	
AASHTO Limits	\$25	For Fine Grained, add \$50 per hour	
Particle-Size Sieve Analysis	\$50	For Fine Grained, add \$100 per hour	
No. 200 sieve	\$30		
Hydrometer Analysis	\$85	Hydroconsolidation/Compaction	\$100
Maximum Dry Density	\$100	Undisturbed Direct Shear	\$160
Maximum Dry Density with Overhead Tamping	\$200	Undisturbed Direct Shear - Small	\$275
Calkins 206 Maximum Density	\$70	Remolded Direct Shear	\$225
Sand Equivalent	\$70	Remolded Direct Shear - Small	\$350
Soluble Sulfate Content	\$50	Residual Direct Shear	\$550
Expansion Index	\$100	R-Value	\$150
		Asphalt Maximum Density	\$100
Unconfined Compression Test - Small	\$30	Unconf. Pressure	\$100
Unconf. Grouted Pressure		Pressure Cell	\$150
Compression Test - Small	\$100		
Compression Test - Large	\$150		

### NOTES

1. All charges are in U.S. dollars and are subject to change without notice.
2. All charges are in U.S. dollars and are subject to change without notice.
3. All charges are in U.S. dollars and are subject to change without notice.
4. All charges are in U.S. dollars and are subject to change without notice.



**EXTENSION OF AGREEMENT NO. 11011016**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**NMG GEOTECHNICAL, INCORPORATED**

Independent Contractor Agreement No. 11011016 called for an original contract period of July 1, 2010 through June 30, 2011.

The agreement with NMG Geotechnical, 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 \$150,000.

Except as set forth in this Extension Agreement, and Board approved on August 10, 2010, all other terms of the contract remain in full force and effect.

**Capistrano Unified School District**

**NMG Geotechnical, Incorporated**

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

Signature

Terry Fluent

Director, Purchasing

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

6/10/13

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

Signature

Hayim Ninyo

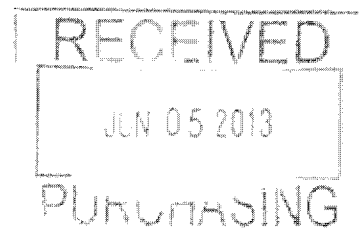
Print Name

President

Title

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

5/30/2013





## 2006 PROFESSIONAL FEE SCHEDULE\*

### HOURLY RATES BY STAFF CATEGORY

Principal and Associate Engineer/Geologist .....	\$120
Project Engineer/Geologist .....	\$103
Senior Staff Engineer/Geologist .....	\$ 88
Supervisory Technician .....	\$ 88
Staff Engineer/Geologist .....	\$ 79
Senior Project Technician .....	\$ 79
Project Technician .....	\$ 72
Staff Technician .....	\$ 65
CAD Drafter/Technical Illustrator .....	\$ 65
Word Processor .....	\$ 57
Technical Assistant .....	\$ 47

### LABORATORY TESTING

Moisture Content .....	\$ 13	Consolidation .....	\$175
Moisture Content & Density .....	\$ 22	- For time-rate, add \$35/increment	
Atterberg Limits .....	\$125	- For remolded, add \$50/specimen	
Particle-Size Sieve Analysis .....	\$ 80	- For reload, add \$100/cycle	
Finer than No. 200 Sieve .....	\$ 50	Hydroconsolidation/Collapse .....	\$100
Hydrometer Analysis .....	\$ 85	Undisturbed Direct Shear .....	\$160
Maximum Dry Density .....	\$190	Undisturbed Direct Shear – Slow .....	\$275
Maximum Dry Density with Oversize Particle .....	\$230	Remolded Direct Shear .....	\$225
Caltrans 216 Maximum Density .....	\$170	Remolded Direct Shear – Slow .....	\$350
Sand Equivalent .....	\$ 70	Residual Direct Shear .....	\$550
Soluble Sulfate Content .....	\$ 50	R-Value .....	\$195
Expansion Index .....	\$140	Asphalt Maximum Density .....	\$190
Concrete Compression (per cylinder) .....	\$ 25	Grout Prisms (4) .....	\$100
CMU Grouted Prisms		Shotcrete Panel .....	\$100
Compression Test ≤8" x 8" x 16" .....	\$ 180		
Compression Test >8" x 8" x 16" .....	\$ 250		

### NOTES

1. No additional charges for field vehicle usage, nuclear gauge, or overtime work.
2. Heavy equipment (i.e. drill rig, backhoe, CPT) charges will be invoiced at cost.
3. Delivery and outside reproduction charges will be invoiced at cost.
4. Outside laboratory test charges will be invoiced at cost.

\* 10-percent reduction will be applied to invoices during the period July 1, 2013 through June 30, 2014 for Contract I1011016 – On-Call Geotechnical Services.



**EXTENSION OF INDEPENDENT CONTRACTOR AGREEMENT FOR  
SPECIAL SERVICES  
AGREEMENT NO. ICASS1314033**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**CONTROLTEC, INCORPORATED**

The Independent Contractor Agreement for Special Services between Capistrano Unified School District and Controltec, Inc., called for an original contract period of June 27, 2013 through June 30, 2014.

The contract with Controltec, Inc., shall be extended for the period of July 1, 2014 through June 30, 2015.

Service Usage Fee or Client-hosted Service Usage Fee and Maintenance Fee shall be \$1,257 per month not to exceed \$15,084 annually per proposal.

Except as set forth in this Amendment to Agreement, and Board approved on June 26, 2013, all other terms and conditions of the contract remain in full force and effect.

**Capistrano Unified School District**

**Controltec, Incorporated**

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

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

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

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

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

\_\_\_\_\_  
Title

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

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

EXHIBIT 24



### INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES

This Independent Contractor Agreement for Services ("Agreement") is made as of June 27, 2013, between the Capistrano Unified School District ("District") and Controltec, Incorporated ("Consultant") (together, "Parties").

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

WHEREAS, Consultant has developed proprietary software known by the trade name of CenterTrack; and

WHEREAS, the District desires, and has the administrative capability to implement CenterTrack; and

WHEREAS, the Consultant has the expertise and knowledge to install and support CenterTrack; and

WHEREAS, the Parties are each authorized and empowered to enter into this agreement,

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall furnish to the District the services as described in Exhibit "A" attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing Services under this Agreement upon execution of the Agreement by both Parties, and will diligently perform such Services as required. This Agreement shall remain valid through June 30, 2014, and may be renewed on an annual basis by the Parties upon written consent of both Consultant and the District and upon Board approval of the renewal, for a period not to exceed four (4) years. The term for Services and schedule to provide Services shall be in accordance with the schedule included in Exhibit "A;"
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below;

\_\_\_\_ Signed Agreement  
\_\_\_\_ Certification by Contractor of Criminal Records Check  
\_\_\_\_ Insurance Certificates and Endorsements  
\_\_\_\_ W-9 Form  
\_\_\_\_ Conflict of Interest Certification

\_\_\_\_\_ Tobacco Use Policy  
\_\_\_\_\_ Vendor Statement of Compliance

4. **Compensation.** District compensation to the Consultant shall be as set forth in Exhibit "B" as the proposed fee for Services, but in no event shall total fees, costs, and expenses exceed \$26,877 for year one, without the express written approval of the District's Governing Board ("Board").
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, other than as provided in Exhibit "B."
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services provided under this Agreement. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.
7. **Materials.** Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.
8. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
9. **Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such Services.
10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

**12. Termination.**

12.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this Section, District shall compensate Consultant for Services completed to date as a pro-rata amount of the full fees, costs, and expenses.

12.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon termination, District shall only be obligated to compensate Consultant for Services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of Services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

12.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- 12.3.1. material violation of this Agreement by the Consultant; or
- 12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
- 12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of termination, the District may secure the required services from another consultant. If the expense, fees, and costs to the District exceed the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or

costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

- 12.4 Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

**13. Indemnification.** To the furthest extent permitted by California law, Consultant shall, at its sole expense, defend, indemnify, and hold harmless the District, the Board, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants and/or attorneys fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, Services, or thing done, permitted, or suffered by the Consultant under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

**14. Insurance.**

- 14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance:

- 14.1.1. **General Liability.** One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
- 14.1.2. **Workers' Compensation and Employers' Liability Insurance.** For all of the Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Consultant shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Consultant shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 14.1.3. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- 1) The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant;



instruments of Service and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

2) For any claims related to the projects, the Consultant's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Consultant's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

14.1.4. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

14.1.5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

14.1.6. Consultant shall furnish the District with Certificates of Insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

14.2. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the District.

15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the Board, of the District, and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any Services that are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

- 17. Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
- 18. Safety and Security:** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 19. Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.
- 20. Fingerprinting of Employees.** It is not contemplated at the time of execution of this Agreement that Consultant or its employees will have contact with students during the provision of Services under this Agreement. If, at a future time, Consultant will have contact with any pupils, Consultant shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Consultant shall not permit any employee to have any contact with District pupils until such time as the Consultant has verified in writing to the Board that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Consultant's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant. Verification of compliance with this Section and the Criminal Background Investigation Certification that may be required with this Agreement, shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.
- 21. District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:
- 21.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
  - 21.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
- 22. Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and Labor Code Section 1735.
- 23. Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the

compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

- 24. Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 25. Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

**District**

Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675  
FAX: (949) 493-8729  
PH: (949) 234-9436  
tfluent@capousd.org  
ATTN: Terry Fluent, Director, Purchasing

**Consultant**

Controltec, Incorporated  
613 West Valley Parkway, Ste 345  
Escondido, CA 92025  
info@controltec.com  
PH: (760) 975-9750  
ATTN: Norbert Haupt, President

**SIGN  
HERE**

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 26. No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 27. Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This Agreement is not valid until approved/ratified by the Board. Services shall not be rendered until Agreement is approved.
- 28. California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.
- 29. Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection

expenses, witness fees, court costs and attorney's fees.

**30. Waiver.** The failure of Consultant or District to seek redress for violation of, or to insist upon, the strict performance of any term, covenant or condition of this Agreement shall not be deemed to be a waiver by that party of any such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition contained herein.

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

**32. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

**33. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

**CAPISTRANO UNIFIED SCHOOL  
DISTRICT**

**CONTROLTEC, INCORPORATED**

Date: 7/1, 2013

Date: 6/27/2013, 2013

By: [Signature]

By: [Signature]

Print Name: Terry Flunt

Print Name: Norbert Haupt

Its: Director, Purchasing

Its: PRESIDENT

**SIGN  
HERE**

**Information regarding Consultant:**

License No.: N/A

Address: 613 W. Valley Parkway #345  
Escondido, CA 92025

Telephone: (760) 975-9750

Facsimile: (760) 975-0285

E-Mail: info@controltec.com

**Type of Business Entity:**

- ☐ Individual  
☐ Sole Proprietorship  
☐ Partnership  
☐ Limited Partnership  
☒ Corporation, State: CA  
☐ Limited Liability Company  
☐ Other: \_\_\_\_\_

33-0719233

Employer Identification and/or Social  
Security Number

**NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this Section.**

**SIGN  
HERE**

**Exhibit A**  
**Scope of Services**

**Services:**

Consultant shall provide installation and support for their proprietary software known by the trade name of CenterTrack to the District pursuant to the terms of the Agreement.

**Responsibilities of Consultant:**

Under the terms hereof, and in consideration of the payment of the Project Start Fee, the Deployment Complete Fee, the System Complete Fee and, License Fee(s), Service Usage Fee or Client Hosted Service Usage Fee, and Maintenance Fee (all as defined and set forth in Exhibit A hereto, which exhibit is incorporated herein by this reference) Controltec shall provide to Client for the Term (as hereinafter defined) a non-transferable and non-exclusive license to use, and have used, only for Client's own purposes, without any right to sell, rent, sub-license, provide to others (whether for a fee or not), reverse engineer or disassemble, or permit any third-party to so do, a proprietary software system of Controltec, incorporating functionality of CenterTrack, to track and maintain historical data regarding the pertinent attributes of, and relationships among, casework and eligibility staff, cases, eligibility periods, clients, parents, children, childcare centers, schedules, approved rates, attendance reports, parent fee invoices, relative to the regulations and processes associated with the State of California's childcare subsidy programs (the "Software"). Controltec shall also provide Maintenance Services (as hereinafter defined). Such Software and Maintenance Services shall be generally in accordance with Controltec's proposal document which is attached hereto as Exhibit A and incorporated herein by this reference. "Training" and "Program Management" (both to the extent set forth in Exhibit A) shall be provided by Controltec. In general, the Software as competently used by the Client will:

- a) Track pertinent child information as it pertains to the attendance at any of Client's childcare centers;
- b) Facilitate (to the degree reasonably possible) the process of entering attendance data into system using bills/attendance sheets from all Client childcare centers;
- c) Facilitate (to the degree reasonably possible) document tracking, correspondence issuance and report generation by automating these tasks.

**Consultant represents and warrants that:**

Consultant represents and warrants that:

- (a) District's and District users' access to and use of the Consultant Program as described in this Agreement will not infringe any third party copyright.
- (b) Ownership Rights. The Consultant Program is owned solely by Consultant. To the best knowledge and belief of Consultant, no other entity has any ownership right in or to any portion of the Consultant Program.
- (c) Power and Authority. Consultant has full power and authority to enter into this Agreement and to perform hereunder, and such entry and performance, to the best

knowledge and belief of Consultant will not violate any patent, copyright, trade secret, or other intellectual property interest of any third party.

(d) **Legal Proceedings.** To the best of Consultant's knowledge and belief as of the date of this Agreement, there is no action, suit, proceeding or material claim or investigation pending or threatened against Consultant in any court or by any federal, state or municipal or other governmental department, commission, bureau, agency or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined would restrict Consultant's ability to complete the transactions contemplated hereby. Consultant knows of no basis for any such action, suit, claim, investigation or proceeding.

(e) **Compliance with Laws and Regulations.** To Consultant's best knowledge and belief as of the date of this Agreement, the Consultant Program comply with all relevant federal, state and local laws and regulations.

(f) **Non-Infringement.** Consultant warrants that it will take all due and reasonable care to avoid infringing any patent, copyright, trade secret, or other Intellectual property interest of any third party.

#### **Responsibilities of District:**

During the Term Client shall cooperate with Controltec, so that Controltec can fulfill its responsibilities, in particular, and without limitation, and at its cost, by:

- a) agreeing with Controltec within ten (10) calendar days of the execution hereof a timetable of activities leading to the installation of the Software (the "Timetable"), the date of such agreement being the "Project Start Date," and the Timetable shall set forth the target for the date upon which the Software shall have been installed on the server for the Client as (the "Deployment Complete Date") and the target for the subsequent date upon which Training shall have been completed (the "System Complete Date").
- b) confirming by its execution hereof that the Software when installed and functioning as explicitly set forth in Exhibit A hereto will satisfy its requirements and result in the immediate payment to Controltec of the amount of the System Complete Fee;
- c) timely providing to Controltec full, complete and accurate responses to inquiries of Controltec that arise during the Term;
- d) unless otherwise agreed in writing between the Parties, timely providing all hardware, operating and network system software, and network integration required for the installation of the Software;
- e) providing some method for Controltec to remotely access the computer system(s) of the Client upon which the Software may be installed. Controltec shall have the right of approval of the remote access method and, at its option, shall use such access method for fulfilling its responsibilities hereunder;
- f) timely providing staff in amounts and with personal competence necessary to operate the Software;
- g) to the extent set forth herein, ensuring that no copies of the Software, or other material in whatever form provided Client by Controltec, or in Client's possession or access ability, are made, other than as may be reasonably necessary for Client's own established back-up and security programs; and
- h) to the extent set forth herein, ensuring that Client does not sell, rent, sub-license, provide to others (whether for a fee or not), reverse engineer or

disassemble the Software, and that client does not permit any third-party to so do.

- i) Providing, at its own cost, Internet access at all its facilities that need to have access to the Software.
- j) Providing, at its own cost, telephone service in the event Client would like to contact Controltec technical support for support, online training sessions one-on-one or in general training webinars conducted by Controltec.

### **Service Usage**

During the Term, and in consideration for the timely payment by the Client of the amount of either the Service Usage Fee or the Client-hosted Service Usage Fee Controltec shall enable Client use of an Internet-based system for childcare center management for childcare agencies, known as CenterTrack, as set forth in Exhibit A hereto ("Service Usage").

- a) If the Client pays a System Usage Fee (as defined in Exhibit B), then the Client shall in addition be responsible for all hardware, system and utility software, system security, and operating and Internet/Intranet connection costs of the computer system on which the Software is resident.
- b) If the Client pays the Service Usage Fee (as defined in Exhibit B), then Controltec shall be responsible for all hardware, system and utility software, and operating and Intranet connection costs of the computer system on which the Software is resident.
- c) In either case, the Software shall be accessed by standard Internet connections by individuals or entities authorized by the Client logging in to an Internet or Intranet web site. CenterTrack is maintained and updated to be compliant with requirements of the State of California Department of Education. Controltec reserves the right to set reasonable implementation schedules for new requirements after the requirements are published. Among other constraints, such usage on behalf of the Client shall be:
  - d) Restricted to the sole and direct business purposes of the Client and not extend to any other person or entity.
  - e) Utilized only for lawful purposes and not in violation of any municipal, state or federal statute, code or regulation.
  - f) Subject to immediate discontinuance by Controltec at any time and without notice to Client in the event that Controltec at any time reasonably determines that the service is being utilized by the Client, or by persons or entities authorized by Client, in contravention of the terms and provisions of this Agreement. Such discontinuation shall be treated as a termination by Controltec for Cause on the part of the Client, as set forth in Paragraph 6 hereof.

### **Maintenance Services**

During the Term, and in consideration for the timely payment by the Client of the amount of the Maintenance Fee, Controltec shall provide a maintenance service from its California facilities which "Maintenance Services" shall:

- a) Provide, any additional code, which shall be considered as Software, necessary to make any forms produced by the Software be in accord with any form layout determined by the State of California, but only to the extent that (i)



such is technically feasible and (ii) that any required data is resident in the data structure of the Software.

- b) Be generally responsive to telephone, and e-mail requests from Client in providing Client with assistance in the use of the Software by any reasonably competent individual. Controltec will respond within one business day, or better, during its normal business hours at Controltec's Escondido location, Monday through Friday from 8:00am to 5:00pm Pacific Time. The resolution of the issue responded to may require additional time, depending upon its complexity. Controltec will provide at no extra cost to Customer up to eight (8) hours per month of time expended by Controltec on combined telephone, email, on-line support, and staff time involved in researching Customer issues. Unused time does not carry forward to subsequent months.
- c) Be reliant upon Client providing documentation, in a format prescribed by Controltec, indicating that a problem is believed by Client to be caused by a defect in the Software. Upon receipt of such completed documentation Controltec will use commercially reasonable efforts to respond to a defect in the Software within three (3) business days by issuing defect correction information, such as correction documentation, corrected code, or notice of availability of corrected code, or a restriction or a bypass. If an error attributable to a defect in the Software does not allow the Software to perform necessary processing functions ("Critical Error"), Controltec agrees to begin correction of the Critical Error immediately upon Client's notice to Controltec thereof and to provide diligent and continuous support until the Critical Error is corrected. Corrected code provided by Controltec to Client shall be deemed to be a part of the Software.
- d) Provide custom programming services to add to or modify the functionality of the Software ("Extra Services"), including the preparation of forms for which data is not then resident in the data records of the Software, correct operating problems of the Software caused by the Client (other than in following the specific written instructions of Controltec) and other technical support requested by the Client, including the conversion of data from or to the format of the Software. The cost of such, and any additional effort required by Controltec as a result of the extension of, or delays to, the Timetable by the Client, shall be payable by the Client within fifteen (15) calendar days of presentation of an invoice by Controltec which shall rate the actual hours expended and travel time, if any, at the Hourly Rate (as defined in Exhibit A hereto), with the addition of any required travel and accommodation costs or expenses related thereto incurred by Controltec, if any. Any software features resulting from Extra Services are the exclusive property of Controltec and shall be deemed to be Software.
- e) Make available to the Client for purchase any optional modules ("Additional Software"). Additional Software will be considered any new program features not specifically included in Exhibit A hereto. In the event Client purchases any Additional Software, then such shall be considered Software for the purposes hereof.



**CenterTrack® Proposal for  
Capistrano Unified School District  
Proposal Number 1624 Rev – B  
May 23, 2013**

**PROPOSAL OVERVIEW**

Controltec is pleased to offer this revised proposal for CenterTrack, our center-based, childcare management software system. Please review the various sections of this proposal for detailed information about program functionality and deployment matters. Any features or enhancements that are not specifically listed in this proposal are not included in the cost herein and will require subsequent proposals, if requested.

**OPTIONAL MODULES**

None.

**LICENSE FEES**

CenterTrack deployments are licensed according to the number of active children served. The licensing fees consist of an initial one-time license fee and monthly usage and maintenance fees, which are billed annually, in advance.

This proposal assumes your agency will have approximately one thousand, three hundred fourteen (1314) total active children a month in CenterTrack on average, annually. The monthly license fees will remain fixed as long as the active child count remains within 10% of this number. If your monthly active child count fluctuates above or below this figure then subsequent invoices will be adjusted proportionately.

**HOSTING DETAILS**

CenterTrack is accessed via a secure Internet connection. This proposal assumes that Controltec, Inc. will host the website and database on its servers, which are housed in a discrete, co-location Internet hosting facility.

The system will be hosted at a SunGard co-location facility in San Diego, California. The facility has two redundant GigE (gigabit Ethernet) circuits for its Internet service. The first circuit is their primary and second circuit is used as the failover. The facility provides a physically secure (access list, check-in/check-out list and photo ID required), climate controlled facility with conditioned and redundant power, which provides emergency failover to protect all systems. This includes backup power by diesel generators in the event of a complete blackout of the local power grid.

613 West Valley Parkway Suite 345 • Escondido, California 92025 • 760/975-9750  
www.controltec.com • e-mail: [info@controltec.com](mailto:info@controltec.com)



We have a server standing by to take over both web and database services in the event of a single server failure and our database server is set up in a redundant mode to provide standby data recovery of no more than ten minutes of data loss.

Our data backup strategy includes backing up data onto a backup standby server (databases capture data every ten minutes) as well as a daily tape backup and quarterly tape archive. All data is carried offsite weekly on backup media in addition to the ongoing system backup strategy.

Controltec's external systems are self-monitoring. Whenever any failure is detected, an engineer is alerted via a telephone call and will either deal with the emergency directly or call the responsible person. This monitoring takes place on a continual basis.

## **SECURITY, UPDATES AND PATCHES**

Controltec engineers maintain all of our hosted systems. The Cisco ASA 5520 firewall is used to protect all of Controltec's web and database servers and internal networks. Operating systems are monitored and patched when necessary, as instructed by Microsoft. The firewall is updated as needed.

All of Controltec's hosted systems are running under digital certificates by Symantec. The CenterTrack system is protected by a 2048 bit RSA SSL certificate, the cost of which is covered if the site is published under a Controltec secured domain name. If an agency requires a different domain name then a unique digital certificate will need to be purchased, which will be billed to the agency. There is an annual renewal fee of approximately \$395, which will be billed to the agency to cover the renewal cost for the digital certificate.

## **SERVICES – DEPLOYMENT**

### *Project Management*

Project Management includes overseeing the system deployment and coordinating all customer communications. Project management activities will be provided remote, via telephone or webinar connections. Our project manager will meet with your management staff and IT departments to establish a detailed plan to manage the transition from your existing processes to CenterTrack, creating what will be known as your Timetable. This meeting will include a detailed process review and discussions of any hardware or software requirements that may be necessary. The project manager will create a schedule of all transition events and define the items for the CenterTrack deployment. During this phase of deployment, your agency needs to have key people accessible for discussion with Controltec's project manager and engineers. Some of this work may be done in onsite visits, some in conference calls or via email. In the event that more than eight (8) hours of Project Management time are required, through no fault of Controltec, then additional charges may be incurred, if authorized in advance by the agency.



### *System Installation*

Controltec configures the servers and installs the complete CenterTrack system. Once the database and application have been installed, they are thoroughly tested to confirm proper operation. The date upon which this action is completed is known as the 'Deployment Complete Date.'

### *System Checkout*

The Controltec project manager tests the CenterTrack system for data integrity. This will normally include an on-line examination of the data by both the Controltec project manager and a representative of your agency.

## **STAFF TRAINING**

### *Training Overview*

There are fourteen (14) hours of training, eight (8) of which will take place onsite. Training typically consists of classroom and hands-on training. For each session, we spend the beginning with overview classroom training that all users participate in. During the second session, the users return to their workstations and the Controltec trainer assists individuals and small groups with software methodology, use and general features. This is repeated for subsequent sessions with different subject matter. The date upon which Training is completed is known as the 'System Complete Date'.

## **DATA MIGRATION ANALYSIS**

From time to time, agencies request that Controltec electronically import data they have in their current childcare systems into CenterTrack, or export data from CenterTrack to third-party systems. Before an accurate assessment of the costs involved to import data from or to CenterTrack can be provided, Controltec engineers must examine the data structures of the system that the data will import from or export to. If your agency requests these services, this examination is essential and will result in costs to your agency, regardless of the outcome achieved.

Once the examination has been completed, our engineers review the results with your project manager to identify which data elements can be imported or exported. If you elect to move forward with the data import or export, Controltec will issue a service order, which will list the additional cost to complete these services. If you elect not to proceed, then your agency should make arrangements to manually enter the required data into CenterTrack and no further Data Exchange Service charges are incurred.

This proposal does not include any Data Analysis Services.



## CUSTOMIZATIONS

From time to time, agencies request that Controltec make customizations to CenterTrack. Customizations include modifications to reports, documents, letters, notices and any other minor tasks that an agency might want included in CenterTrack.

This proposal includes a custom interface to the Aeries student information system. The Aeries system will be the system of record for all family, parent and child primary data. Records and fields will be updated one way from Aeries to CenterTrack nightly. The details of the interface are defined and specified in a separate document titled Capistrano Interface Specification delivered with this proposal. The one-time non-recurring engineering and setup fees for this interface are listed in our investment summary under Customizations. We also charge an interface maintenance fee, which is listed under usage fees. This accommodates monitoring of the daily interface, and updating the interface in the event that the CenterTrack system is upgraded and changed so the interface is not affected.

## INVESTMENT SUMMARY

### *Software (one-time license cost)*

License Fee	\$2,500.00
License Fee Discount	-\$2,500.00
Optional Modules	N/A
<b>Total for Software</b>	<b>\$0.00</b>

### *Services*

Deployment	\$1,728.00
Training	\$1,760.00
Transition Support	N/A
Data Migration	N/A
Customizations	\$8,305.00
<b>Total for Services</b>	<b>\$11,793.00</b>

<i>Usage Fees</i>	Monthly	Annual
Interface Maintenance Fee	\$150.00	\$1,800.00
Maintenance Fee	\$450.00	\$5,400.00
Service Usage Fee	\$657.00	\$7,884.00
<b>Total Fees</b>	<b>\$1,257.00</b>	<b>\$15,084.00</b>



## TERMS

<b>One-time Fee (first year contract)</b>	<b>\$26,877.00</b>
-------------------------------------------	--------------------

<b>On-time Fee Payment Schedule.</b>		
Project Start Fee <i>50% of One-time Fee</i>	\$13,438.50	Upon execution of contract
Deployment Complete Fee <i>25% of One-time Fee</i>	\$6,719.25	Due and payable upon Deployment Complete Date or in the event of a delay by Client to the Timetable the earlier occurrence of forty-five (45) days subsequent to Project Start.
System Complete Fee <i>25% of One-time Fee</i>	\$6,719.25	Due and payable upon the System Complete Date or in the event of a delay by Client to the Timetable the earlier occurrence of sixty (60) days subsequent to Project Start.
<b>Total First Year Cost</b>	<b>\$26,877.00</b>	

<b>Monthly payment schedule for subsequent 12 months periods</b>		
<i>(Billed annually, in advance)</i>		
Interface Maintenance Fee	\$150.00	Interface maintenance and support
Maintenance Fee	\$450.00	System maintenance and support
Service Usage Fee	\$657.00	Service usage
<b>Total Monthly Fees after 12 months</b>	<b>\$1,257.00</b>	

## MAINTENANCE PLANS

Maintenance plans enable Controltec to provide telephone and email support, as well as make mandated program enhancements and corrections. For this reason, we require all agencies to maintain an active support agreement.

## OPTIONS

### *Training and Transition Support*

It is difficult to predict how much total training or transition support an agency may require. Additional training or transition support can be purchased at anytime at the prevailing rates, plus actual travel expenses.



### *Additional Services and Customizations*

From time to time, our clients request custom features, reports and interfaces, which Controltec refers to as Extra Services. Controltec can respond to such requests. Upon receipt of such a request we will produce a detailed quotation specifying deliverables as well as associated costs.

### **EXCLUSIONS**

The following items are not included in this proposal and if required, must be obtained by the client:

- Local telephone charges to the agency. Our support team uses online meetings and webinars to train, troubleshoot and sometime configure and install. The call-in numbers for online support and webinars may be, in some circumstances, long-distance numbers for local agencies. Controltec tries to use 800 numbers when possible to support such calls, but may not always be able to do so. Under no circumstances can Controltec be responsible for any telephone charges to local agencies by their phone companies. We advise our agencies to check their long distance plans carefully before participating in online meetings or webinars.
- Internet connections
- Network cabling
- Any hardware
- Software support or license fees charged by any third party vendors that interface with CenterTrack
- Any third party software
- CenterTrack is certified to work on computers running Microsoft Windows XP, Vista or Windows 7 Operating Systems when accompanied by a version of Internet Explorer 7.0 or higher. CenterTrack has not been certified to operate on Macintosh computers or other Operating Systems.

### **VALIDITY**

This proposal is valid until July 31, 2013.

## Exhibit B – Payment Schedule

Payment schedule for first 12 months:

The "Project Start Fee" shall be the amount of	\$13,438.50	due and payable upon execution of this Agreement.
The "Deployment Complete Fee" shall be the amount of	\$6,719.25	due and payable upon Deployment Complete Date or in the event of a delay by Client to the Timetable the earlier occurrence of forty-five (45) days subsequent to Project Start.
The "System Complete Fee" shall be the amount of	\$6,719.25	due and payable upon the System Complete Date or in the event of a delay by Client to the Timetable the earlier occurrence of sixty (60) days subsequent to Project Start.

**Total First Year Cost** **\$26,877.00**

Monthly payment schedule for subsequent 12-month periods:

The "Interface Maintenance Fee" shall be the amount of	\$150.00	per month, payable annually in advance.
The "Maintenance Fee" shall be the amount of	\$450.00	per month, payable annually in advance.
The "System Usage Fee" shall be the amount of	N/A	
The "Service Usage Fee" shall be the amount of	\$657.00	per month, payable annually in advance.

**Total Monthly Fees after 12 months** **\$1,257.00** per month payable annually in advance.

The prevailing hourly rate for "Extra Services" if requested and approved in writing shall be \$151.00.



## VENDOR STATEMENT OF COMPLIANCE

---

The Technology & Information Services (TIS) of the Capistrano Unified School District takes seriously all issues regarding network security, software licensing and privacy. We have created this Vendor Compliance Statement that lists specific procedures all vendors must abide by.

A representative from each vendor organization will be required to sign this document, which will be kept on file with the District Network Administrator. Vendors will also be required to sign this document or its successor as terms of the associated contract. The signing representative for the vendor organization will be responsible for disseminating this information to personnel engaged by the Technology & Information Services Division. Any infraction of these policies will result in action against the vendor that may include the immediate expulsion of any or all of the vendor's personnel. Individual ignorance of these policies will not be weighed in the consideration of infractions.

The following procedures are to be adhered to by all vendor representatives at all times:

1. **PASSWORD SECURITY.** All passwords are considered secure. Vendors may not disseminate any passwords unless specifically directed by Capistrano management. Vendors will not provide information concerning Admin accounts (ROOT Admin, container Admin, local NT administrator or Domain administrator) or their equivalent to any persons. District personnel ONLY will disseminate this information. Vendors will never create "back door" or "generic" user accounts on any systems unless specifically directed to do so by Capistrano management.
2. **SYSTEM SECURITY.** Unauthorized access to or modification of District systems including file servers, routers, switches, NDS and Internet services is prohibited. Any attempt to bypass or subvert any District security system, both hardware and software is prohibited.
3. **SOFTWARE LICENSING.** Software will be installed on District workstations only upon successful demonstration that a valid license exists for that workstation. Vendors shall install software products only on specified equipment and only when directed to do so by the Technology & Information Services Division. Vendors shall not copy District software for any personnel or non-District related uses.
4. **PRIVACY.** The vendor will adhere to all provisions of the Federal Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. 123g), California Education Code and District policies regarding the protection and confidentiality of data. At all times, the vendor will consider all data collected in the course of their duties to be protected and confidential. Release of this data can only be authorized by Technology & Information Services management.

5. **NONDISCLOSURE.** The parties acknowledge that they have been entrusted with Confidential Information and agree to use reasonable care to protect the confidentiality thereof; using at least the same degree of care that each of them would use to protect their own similar information. Each party shall not (a) use such Confidential Information for any purpose except as authorized under this Agreement, (b) disclose any such Confidential Information to any person (except its employees and agents bound by obligations of confidentiality on a need-to-know basis) unless such disclosure is authorized by the other party in writing, or (c) disclose any such Confidential Information required by court or judicial order without first informing the other party and cooperating with the other party if such party contests the disclosure thereof. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement and to notify the other party promptly and in writing upon its discovery of any unauthorized access or disclosure of any Confidential Information.

a) **Enforcement.** Each party understands and agrees that, notwithstanding any other provision of this Agreement, breach of Section 5 (Nondisclosure) may cause the other party irreparable damage for which recovery of money damages would be inadequate, and that each party shall therefore be entitled to obtain timely injunctive relief to protect such party's rights under this Agreement in addition to any and all remedies available at law.

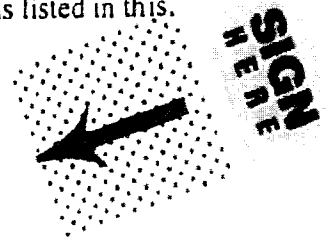
6. Vendors may not attach non-CUSD district computers, laptops, or peripherals to the CUSD network without the expressed and written consent of CUSD management. The vendor will, at the time of the request, certify that any such equipment has been scanned and is free of viruses, spyware, Trojans and worms, that the system is fully patched to current manufacturer patch level and that there is a current, active and up to date anti-virus measure installed. A CUSD Guest wireless network is available at specific locations.

7. Vendors shall not copy, duplicate, sell, repackage or use for demonstration purposes any Capistrano Unified School District data without the prior, written consent of CUSD management.

8. **TERMINATION.** If in the case the contract and services are terminated, the vendor will certify in writing that all confidential data and accounts will be properly deleted from vendor records.

As an authorized representative of my organization, I accept the conditions listed in this document.

<u>Norbert Haupt</u>		<u>Controltek, Inc</u>	
Name		Company	
<u>[Signature]</u>		<u>6/27/13</u>	
Signature		Date	



### TOBACCO USE POLICY

In the interest of public health, the Capistrano Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the Capistrano Unified School District. Failure to abide with conditions could result in the termination of this agreement.

Each employee engaged in the performance of the contract will be given a copy of this statement and, as a condition of this Agreement; the Bidder agrees to abide by the terms.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I will adhere to the requirements of the policy.

Contractors, Inc.  
Name of Bidder  
[Signature]  
Signature  
6/27/13  
Date

**AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT FOR  
SPECIAL SERVICES  
NO. ICASS1314033**

**WITH**

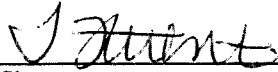
**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**CONTROLTEC, INCORPORATED**

The Independent Contractor Agreement for Special Services with Capistrano Unified School District and Controltec, Incorporated, shall be amended to incorporate the Special Conditions into Agreement, Exhibit A.

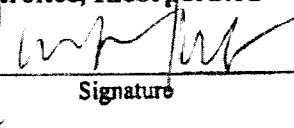
Except as set forth in this Amendment to Agreement, and Board approved on June 26, 2013, all other terms and conditions of the contract remain in full force and effect.

**Capistrano Unified School District**  
By:   
Signature

Terry Fluent

Director, Purchasing

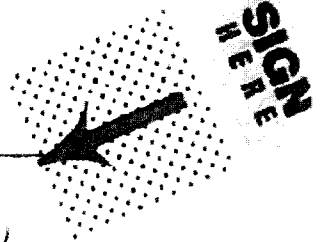
Date: 7/11/13

**Controltec, Incorporated**  
By:   
Signature

Norbert Haupt  
Print Name

PRESIDENT  
Title

Date: 6/27/13



**Exhibit A**

**SPECIAL CONDITIONS**

**Delete Article 13. Indemnification in its entirety, replace with:**

**13. Indemnification.** Each Party (the "Indemnitor") shall indemnify and hold the other (the "Indemnitee") harmless from any liability, claim, demand, or judgment, including the costs of defense, arising from the Indemnitor's performance or failure to perform under the terms of this Agreement except for the negligence or misconduct of Indemnitee. IN NO EVENT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SHALL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES, OR EXPENSES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR OTHER ECONOMIC LOSS) EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES. THE LIABILITY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE) OF EACH PARTY TO THE OTHER OR TO ANY THIRD-PARTY CONCERNING PERFORMANCE OR NON-PERFORMANCE OR OTHERWISE RELATED TO THIS AGREEMENT SHALL IN THE AGGREGATE BE LIMITED TO THE DIRECT AND ACTUAL DAMAGES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, IN FACT, ARISING BY OPERATION OF LAW OR OTHERWISE, AND THE PARTIES AGREE SPECIFICALLY THAT THERE ARE NO IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY OF THE SOFTWARE.

**Add Article 34. Arbitration.**

**34. Arbitration.** The Parties irrevocably agree that any dispute arising in any way out of this Agreement, or its interpretation, that cannot be adjudged by any Small Claims Court of a Superior Court having jurisdiction, shall be resolved by binding arbitration to be held in San Diego, California, under the then rules of the American Arbitration Association, provided that adequate time shall be permitted for discovery as provided by the California Code of Civil Procedure, that the arbitrator(s) shall be free to make an award of costs, including the expenses and fees of counsel, and, in the event that no such award is made, the costs of both Parties, including the reasonable expenses and fees of counsel, shall be born by the Party first seeking arbitration, and that any award of the arbitrator(s) may be entered into any court of competent jurisdiction. To seek arbitration hereunder, either of the Parties may serve a notice on the other setting forth the issue at dispute and the resolution(s) thereof acceptable to the Party serving the notice. The Party receiving such notice shall have a period of seven (7) calendar days to reach an acceptable resolution and, in the event that no such resolution is achieved, then, at the election of the Party first serving such notice, the matter may be referred to arbitration at any subsequent time.

**EXTENSION #3 OF AGREEMENT NO. I1112002**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**ALL GREEN ELECTRONICS RECYCLING, LLC**

Independent Contractor Agreement No. I1112002 called for an original contract period of May 26, 2011 through June 30, 2012.

The contract with All Green Electronics Recycling, LLC, shall be extended an additional 12 months, for the period July 1, 2014 through June 30, 2015, at the same prices as previously negotiated.

The total cost of services requested by District and provided by Contractor under this extension shall not exceed \$3,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on May 25, 2011, all other terms of the contract remain in full force and effect.

**DISTRICT**

**CONTRACTOR**

**Capistrano Unified School District**

**All Green Electronics Recycling, LLC**

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

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

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

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

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

\_\_\_\_\_   
Title

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

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

CONTRACTOR'S NAME: All Green Electronics Recycling, LLC

CONTRACT No. II112002



## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and All Green Electronics Recycling, LLC hereinafter referred to as "CONTRACTOR".

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

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

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Collection, data destruction and recycling of electronics, equipment and materials District wide.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on May 26, 2011, and will diligently perform as required and complete performance by June 30, 2012.

CONTRACTOR'S NAME: All Green Electronics Recycling, LLC CONTRACT No. I1112002

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A ).

DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for services per fee schedule.

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.

5. **Independent Contractor:** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as in independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT, and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR'S employees.

6. **Materials:** CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: None.

CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or



video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

**8. Copyright/Trademark/Patent:** CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

**9. Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

CONTRACTOR'S NAME: All Green Electronics Recycling, LLC CONTRACT No. 11112002

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

**10. Hold Harmless:** CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

**11. Insurance:** Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

CONTRACTOR'S NAME: All Green Electronics Recycling, LLC CONTRACT No. 11112002

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

**12. Assignment:** The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

**13. Compliance with Applicable Laws:** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by the AGREEMENT or accruing out of the performance of such services.

**14. Permits/Licenses:** CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

**15. Employment with Public Agency:** CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

**16. Entire Agreement/Amendment:** This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

CONTRACTOR'S NAME: All Green Electronics Recycling, LLC CONTRACT No. 11112002

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

**17. Nondiscrimination:** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

**18. Non Waiver:** The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

**DISTRICT:**

Terry Fluent, Director, Purchasing  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675

**CONTRACTOR:**

All Green Electronics Recycling, LLC  
15561 Del Amo Ave.  
Tustin, CA 92780

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

CONTRACTOR'S NAME: All Green Electronics Recycling, LLC CONTRACT No. 11112002

21. **Attorney Fees/Costs:** Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

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

23. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	Fee Schedule
b. Exhibit	B	None
c. Exhibit	C	None

THIS AGREEMENT IS ENTERED INTO THIS 26th DAY OF May, 2011.

Capistrano Unified School District

Name of District

By: 

Terry Fluent

Typed Name

Director, Purchasing

Title

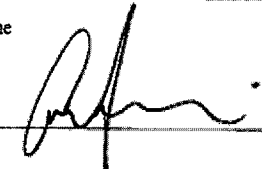
May 25, 2011

Board Approval Date

Initials/Date BH 5/5/11

All Green Electronics Recycling, LLC

Contractor Name

Signature: 

Arman Sadeghi

Typed or Printed Name

CEO

Title

27-0652959

Taxpayer Identification Number

- ii. Cardboard is baled and sold to a cardboard recycler
  - iii. Styrofoam is bundled and sold to a recycler with that specialty
  - iv. Plastic wrap is baled and sold to a recycler with that specialty
  - v. Paper is baled and transported to a recycling facility
  - vi. Pallets (broken) are given back to our pallet company for repair and reuse
- b. Data security measures have been developed to ensure the collection of e-waste material from the premises of CUSD will be secure at all times and tracked through:
  - i. Dual Labeling/ Tracking system
  - ii. Sensitive material such as PC towers and hard drives are transported in a locked "cage"
  - iii. Locked "cage" has combination that an CUSD employee will only know
  - iv. Upon arrival at our warehouse, the combination is telephoned to our employee
  - v. The sensitive material is taken out of cage and wiped and/or destroyed
- c. All Green will provide certification, if requested, showing that the e-waste collected from CUSD was recycled, transported, disposed, or de-manufactured.

## PRICE PROPOSAL

All Green Electronics Recycling will be providing CUSD services for free throughout the entire contract period and will not change them for the entire contract period. The only exception to this will be All Green charging CUSD a fee for data destruction (i.e. hard drive data wiping, shredding or drilling).

### DATA DESTRUCTION FEE STRUCTURE

As mentioned above All Green will charge CUSD its data destruction services at a significantly discounted rate. The following is a list of the various levels of data destruction and pricing associated with each.

1. Guaranteed HD destruction --- no certification	\$4 per drive
2. Certified Data destruction	\$6 per drive
3. DOD Certified wipe (seven wipes)	\$18 per drive
4. Certified Physical HD Destruction	\$25 per drive
5. Secure Cage Removal	\$150: any # that fits

The CUSD representative will need to inform the All Green Account Manager of the number of hard drives that will require data destruction and the type. All Green will provide the necessary materials to track the hard drive from the CUSD department through the All Green destruction service in order to send copies of the certification with the corresponding serial number.

## **REIMBURSEMENT PROPOSAL**

1. All Green will pay CUSD \$.10 cents per pound for the following items as shown: CRT monitors, CRT televisions, desktop computers, computer towers, computer servers, laptop computers, cellular phones, circuit boards, LCD flat panel monitors
2. All Green will pick up all other universal waste at no cost to CUSD.
3. All Green is able to maintain its pricing structure regardless of market conditions including fluctuations in metal prices and state/federal regulations. Most importantly, regardless of a change in the SB-20 Program or funding issues with the state of California, All Green will continue to honor said rates of \$.10 cents per pound to be paid to CUSD.
4. All Green will not charge CUSD for these services. In other words, the amount is not to exceed \$0.00 for all of our services--- except data destruction.
5. All Green will provide timely regular payment to CUSD. (NET 30 terms or terms that are acceptable to CUSD)

<b><u>Items To Be Recveled By All Green</u></b>	<b><u>Payment to CUSD</u></b>
Televisions & Monitors (CRTs, LCD, Projection , Etc.)	\$.10 per pound
Computers (Desktop, Tower, Laptop, Server, Etc.)	\$.10 per pound
Cellular Phones	\$.10 per pound
All other electronics	No fee and no payment

## **LOGISTICS - PICK UP REQUEST PROCEDURE**

All Green will make the request for pick up process as simple as possible for CUSD employees. The individual school or dedicated CUSD representative may call or email the All Green Account Manager to request a pick up. If the Account manager is not available, then the All Green customer service staff can assist in scheduling a pick up. All Green requests that any pick up request be made a minimum of 48 hours prior.

To ensure the pick up goes smoothly, All Green requests the following information:

- Name of school, address and contact person at the school
- 2 phone numbers ( mobile and office)
- Location in the school where the pick up will take place
- A count of the items to be picked up and type of device
- Earliest time that the truck could arrive and the latest
- Number of hard drives to be destroyed
- Any special circumstances that our workers need to know

**All Green's Unique Carbon Footprint Calculation (see attached)**

- All Green tracks all items recycled through our company and uses a unique calculation system based on the EPA's own formula.
- As an "All Green Responsible Partner," CUSD will receive a QUARTERLY updated certificate showing the amount of electronics recycled responsibly in addition to its "real world" impact. This certificate can be proudly displayed in the CUSD schools and departments as well as on its website.
- This same certificate is offered free of charge to all businesses and residents who recycle their electronics through our company.
- The following attachment details this concept and provides an example of this certificate.

## ANSWERS TO SPECIFIC CAPISTRANO UNIFIED SCHOOL DISTRICT QUESTIONS SENT VIA EMAIL

1. There will be no charge to CUSD for pick ups at any of the 56 school sites, district offices, or other storage areas you may have.
2. All Green Electronics Recycling would like to pick up TEN or more electronic devices (any size) from a particular location to qualify for a pick up.

During the summer break, All Green has the capacity to pick up from each location over whatever number of days is required.

3. Yes, the All Green staff is bonded and cleared to visit school sites. All Green can provide a Certificate of Insurance, if necessary, as well.
4. Yes, All Green offers guaranteed data destruction of hard drives with a Certificate of Destruction based on the fee structure above. This fee can be subtracted from the total payment to CUSD of the CRTs and CPUs resulting in a NET amount to CUSD.
5. Yes, All Green will pay for certain material at the rate described above.
6. All Green will not charge CUSD for pick ups.
7. All Green has the ability to document the serial number for each hard drive that is wiped. This would pertain to data destruction level 2 and above.
8. Please see the detailed description above of the types of recycling All Green provides. Yes, all three processes, smelting, shredding, resale are employed.

9. Yes, All Green can provide community e-waste, fundraising collection events through All Green's events department.

These events can vary in size. For Example:

- All Green can facilitate a "Bring your electronics to school event" for all the parents and students
- OR
- All Green's marketing "machine" can produce a large scale event that is promoted throughout the community with promotional material and serviced with logistics via our event staff.





## **DATA DESTRUCTION FEE SCHEDULE**

### **LEVEL ONE**

- Guaranteed wipe of each hard drive destroying all data
- CPUs, Laptops, or loose hard drives are marked for destruction at time of pick up
- Upon arrival at our warehouse in Tustin, the material is immediately sent to our secure clean room to begin the wiping process
- Fee: \$4 per hard drive

### **LEVEL TWO**

- Guaranteed wipe of each hard drive destroying all data
- Pick Up process is the same as Level One
- Certificate of destruction is emailed and or mailed to a previously designated school district contact
- Fee: \$6 per hard drive

**EXTENSION OF AGREEMENT NO. I1112002**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**ALL GREEN ELECTRONICS RECYCLING, LLC**

Independent Contractor Agreement No. I1112002 called for an original contract period of May 26, 2011 through June 30, 2012.

The contract with All Green Electronics Recycling, LLC, shall be extended an additional 12 months, for the period July 1, 2012 through June 30, 2013, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 14, 2012.

The total cost of services requested by District and provided by Contractor under this extension shall not exceed \$3,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on May 25, 2011, all other terms of the contract remain in full force and effect.


**DISTRICT**

**CONTRACTOR**

**Capistrano Unified School District**

**All Green Electronics Recycling, LLC**

By:   
Signature

By:   
Signature

Terry Fluent

DAVID A. JUND  
Print Name

Director, Purchasing

RECYCLING SERVICES SUPERVISOR  
Title

Date: 7/18/12

Date: JULY 6, 2012

- ii. Cardboard is baled and sold to a cardboard recycler
  - iii. Styrofoam is bundled and sold to a recycler with that specialty
  - iv. Plastic wrap is baled and sold to a recycler with that specialty
  - v. Paper is baled and transported to a recycling facility
  - vi. Pallets (broken) are given back to our pallet company for repair and reuse
- b. Data security measures have been developed to ensure the collection of e-waste material from the premises of CUSD will be secure at all times and tracked through:
  - i. Dual Labeling/ Tracking system
  - ii. Sensitive material such as PC towers and hard drives are transported in a locked "cage"
  - iii. Locked "cage" has combination that an CUSD employee will only know
  - iv. Upon arrival at our warehouse, the combination is telephoned to our employee
  - v. The sensitive material is taken out of cage and wiped and/or destroyed
- c. All Green will provide certification, if requested, showing that the e-waste collected from CUSD was recycled, transported, disposed, or de-manufactured.

## PRICE PROPOSAL

All Green Electronics Recycling will be providing CUSD services for free throughout the entire contract period and will not change them for the entire contract period. The only exception to this will be All Green charging CUSD a fee for data destruction (i.e. hard drive data wiping, shredding or drilling).

### DATA DESTRUCTION FEE STRUCTURE

As mentioned above All Green will charge CUSD its data destruction services at a significantly discounted rate. The following is a list of the various levels of data destruction and pricing associated with each.

1. Guaranteed HD destruction --- no certification	\$4 per drive
2. Certified Data destruction	\$6 per drive
3. DOD Certified wipe (seven wipes)	\$18 per drive
4. Certified Physical HD Destruction	\$25 per drive
5. Secure Cage Removal	\$150: any # that fits

The CUSD representative will need to inform the All Green Account Manager of the number of hard drives that will require data destruction and the type. All Green will provide the necessary materials to track the hard drive from the CUSD department through the All Green destruction service in order to send copies of the certification with the corresponding serial number.

Exhibit A (4 pages)

## **REIMBURSEMENT PROPOSAL**

1. All Green will pay CUSD \$.10 cents per pound for the following items as shown: CRT monitors, CRT televisions, desktop computers, computer towers, computer servers, laptop computers, cellular phones, circuit boards, LCD flat panel monitors
2. All Green will pick up all other universal waste at no cost to CUSD.
3. All Green is able to maintain its pricing structure regardless of market conditions including fluctuations in metal prices and state/federal regulations. Most importantly, regardless of a change in the SB-20 Program or funding issues with the state of California, All Green will continue to honor said rates of \$.10 cents per pound to be paid to CUSD.
4. All Green will not charge CUSD for these services. In other words, the amount is not to exceed \$0.00 for all of our services--- except data destruction.
5. All Green will provide timely regular payment to CUSD. (NET 30 terms or terms that are acceptable to CUSD)

<u>Items To Be Recycled By All Green</u>	<u>Payment to CUSD</u>
<u>Televisions &amp; Monitors (CRTs, LCD, Projection , Etc.)</u>	<u>\$.10 per pound</u>
<u>Computers (Desktop, Tower, Laptop, Server, Etc.)</u>	<u>\$.10 per pound</u>
<u>Cellular Phones</u>	<u>\$.10 per pound</u>
<u>All other electronics</u>	<u>No fee and no payment</u>

## **LOGISTICS - PICK UP REQUEST PROCEDURE**

All Green will make the request for pick up process as simple as possible for CUSD employees. The individual school or dedicated CUSD representative may call or email the All Green Account Manager to request a pick up. If the Account manager is not available, then the All Green customer service staff can assist in scheduling a pick up. All Green requests that any pick up request be made a minimum of 48 hours prior.

To ensure the pick up goes smoothly, All Green requests the following information:

- Name of school, address and contact person at the school
- 2 phone numbers ( mobile and office)
- Location in the school where the pick up will take place
- A count of the items to be picked up and type of device
- Earliest time that the truck could arrive and the latest
- Number of hard drives to be destroyed
- Any special circumstances that our workers need to know

**All Green's Unique Carbon Footprint Calculation (see attached)**

- All Green tracks all items recycled through our company and uses a unique calculation system based on the EPA's own formula.
- As an "All Green Responsible Partner," CUSD will receive a QUARTERLY updated certificate showing the amount of electronics recycled responsibly in addition to its "real world" impact. This certificate can be proudly displayed in the CUSD schools and departments as well as on its website.
- This same certificate is offered free of charge to all businesses and residents who recycle their electronics through our company.
- The following attachment details this concept and provides an example of this certificate.

## ANSWERS TO SPECIFIC CAPISTRANO UNIFIED SCHOOL DISTRICT QUESTIONS SENT VIA EMAIL

1. There will be no charge to CUSD for pick ups at any of the 56 school sites, district offices, or other storage areas you may have.
2. All Green Electronics Recycling would like to pick up TEN or more electronic devices (any size) from a particular location to qualify for a pick up.

During the summer break, All Green has the capacity to pick up from each location over whatever number of days is required.

3. Yes, the All Green staff is bonded and cleared to visit school sites. All Green can provide a Certificate of Insurance, if necessary, as well.
4. Yes, All Green offers guaranteed data destruction of hard drives with a Certificate of Destruction based on the fee structure above. This fee can be subtracted from the total payment to CUSD of the CRTs and CPUs resulting in a NET amount to CUSD.
5. Yes, All Green will pay for certain material at the rate described above.
6. All Green will not charge CUSD for pick ups.
7. All Green has the ability to document the serial number for each hard drive that is wiped. This would pertain to data destruction level 2 and above.
8. Please see the detailed description above of the types of recycling All Green provides. Yes, all three processes, smelting, shredding, resale are employed.
9. Yes, All Green can provide community e-waste, fundraising collection events through All Green's events department.  
These events can vary in size. For Example:

- All Green can facilitate a "Bring your electronics to school event" for all the parents and students
- OR
- All Green's marketing "machine" can produce a large scale event that is promoted throughout the community with promotional material and serviced with logistics via our event staff.



## **DATA DESTRUCTION FEE SCHEDULE**

### **LEVEL ONE**

- Guaranteed wipe of each hard drive destroying all data
- CPUs, Laptops, or loose hard drives are marked for destruction at time of pick up
- Upon arrival at our warehouse in Tustin, the material is immediately sent to our secure clean room to begin the wiping process
- Fee: \$4 per hard drive

### **LEVEL TWO**

- Guaranteed wipe of each hard drive destroying all data
- Pick Up process is the same as Level One
- Certificate of destruction is emailed and or mailed to a previously designated school district contact
- Fee: \$6 per hard drive

EXTENSION OF AGREEMENT NO. I1112002

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

ALL GREEN ELECTRONICS RECYCLING, LLC


Independent Contractor Agreement No. I1011014 called for an original contract period of May 26, 2011 through June 30, 2012.


The agreement with All Green Electronics Recycling, LLC, shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$3,000.

Except as set forth in this Extension Agreement, and Board approved on May 25, 2011, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

All Green Electronics Recycling, LLC

By:   
Signature

By:   
Signature

Terry Fluent

DAVID A. JUND  
Print Name

Director, Purchasing

RECYCLING SERVICES  
Title

Date: 2/10/14

Date: 1.28.14

- ii. Cardboard is baled and sold to a cardboard recycler
  - iii. Styrofoam is bundled and sold to a recycler with that specialty
  - iv. Plastic wrap is baled and sold to a recycler with that specialty
  - v. Paper is baled and transported to a recycling facility
  - vi. Pallets (broken) are given back to our pallet company for repair and reuse
- b. Data security measures have been developed to ensure the collection of e-waste material from the premises of CUSD will be secure at all times and tracked through:
  - i. Dual Labeling/ Tracking system
  - ii. Sensitive material such as PC towers and hard drives are transported in a locked “cage”
  - iii. Locked “cage” has combination that an CUSD employee will only know
  - iv. Upon arrival at our warehouse, the combination is telephoned to our employee
  - v. The sensitive material is taken out of cage and wiped and/or destroyed
- c. All Green will provide certification, if requested, showing that the e-waste collected from CUSD was recycled, transported, disposed, or de-manufactured.

## PRICE PROPOSAL

All Green Electronics Recycling will be providing CUSD services for free throughout the entire contract period and will not change them for the entire contract period. The only exception to this will be All Green charging CUSD a fee for data destruction (i.e. hard drive data wiping, shredding or drilling).

### DATA DESTRUCTION FEE STRUCTURE

As mentioned above All Green will charge CUSD its data destruction services at a significantly discounted rate. The following is a list of the various levels of data destruction and pricing associated with each.

- |                                                   |                        |
|---------------------------------------------------|------------------------|
| 1. Guaranteed HD destruction --- no certification | \$3/ drive             |
| 2. Certified Data destruction                     | \$5/ drive             |
| 3. DOD Certified wipe (seven wipes)               | \$15 / drive           |
| 4. Certified Physical HD Destruction              | \$20 / drive           |
| 5. Secure Cage Removal                            | \$135: any # that fits |

The CUSD representative will need to inform the All Green Account Manager of the number of hard drives that will require data destruction and the type. All Green will provide the necessary materials to track the hard drive from the CUSD department through the All Green destruction service in order to send copies of the certification with the corresponding serial number.



## **REIMBURSEMENT PROPOSAL**

1. All Green will pay CUSD \$.10 cents per pound for the following items as shown: CRT monitors, CRT televisions, desktop computers, computer towers, computer servers, laptop computers, cellular phones, circuit boards, LCD flat panel monitors
2. All Green will pick up all other universal waste at no cost to CUSD.
3. All Green is able to maintain its pricing structure regardless of market conditions including fluctuations in metal prices and state/federal regulations. Most importantly, regardless of a change in the SB-20 Program or funding issues with the state of California, All Green will continue to honor said rates of \$.10 cents per pound to be paid to CUSD.
4. All Green will not charge CUSD for these services. In other words, the amount is not to exceed \$0.00 for all of our services--- except data destruction.
5. All Green will provide timely regular payment to CUSD. (**NET 60 day terms after the pick up**)

<b><u>Items To Be Recycled By All Green</u></b>	<b><u>Payment to CUSD</u></b>
Televisions & Monitors (CRTs, LCD, Projection , Etc.)	\$.10 per pound
Computers (Desktop, Tower, Laptop, Server, Etc.)	\$.10 per pound
Cellular Phones	\$.10 per pound
All other electronics	No fee and no payment

## **LOGISTICS - PICK UP REQUEST PROCEDURE**

All Green will make the request for pick up process as simple as possible for CUSD employees. The individual school or dedicated CUSD representative may call or email the All Green Account Manager to request a pick up. If the Account manager is not available, then the All Green customer service staff can assist in scheduling a pick up. All Green requests that any pick up request be made a minimum of 48 hours prior.

To ensure the pick up goes smoothly, All Green requests the following information:

- Name of school, address and contact person at the school
- 2 phone numbers ( mobile and office)
- Location in the school where the pick up will take place
- A count of the items to be picked up and type of device
- Earliest time that the truck could arrive and the latest
- Number of hard drives to be destroyed
- Any special circumstances that our workers need to know

**All Green's Unique Carbon Footprint Calculation (see attached)**

**EXTENSION OF AGREEMENT FOR THE OPERATION OF AN AFTER  
SCHOOL ENRICHMENT, ACTIVITIES, AND CAMPS PROGRAM**

**AGREEMENT NO. 1314025**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

Agreement No. 1314025 called for an original contract period of July 1, 2013 through June 30, 2014.

The Agreement with South Orange County Community College District shall be extended an additional 12 months, for the period July 1, 2014 through June 30, 2015.

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

**Capistrano Unified School District**

**South Orange County Community  
College District**

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

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

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

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

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

\_\_\_\_\_  
Title

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

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

EXHIBIT 26

After School Enrichment, Activities, and Camps Program  
South Orange County Community College District  
Agreement No. 1314025

Summary of Program Participation

<b>Session</b>	<b># of Schools</b>	<b># of Classes</b>	<b>Total Enrollment</b>
Summer 2013	3	32	414
Session 1	31	139	2,296
Session 2	31	158	2,367
Session 3	28	159	2,319
Session 4	28	144	1,812*
Session 5	27	136	1630* (registration still open)
Summer 2014	9	295	TBD
Summer 2014 Jump Start	7	23	TBD
			<b>10,838</b>



**AGREEMENT FOR THE OPERATION OF AN AFTER SCHOOL ENRICHMENT, ACTIVITIES,  
AND CAMPS PROGRAM BETWEEN  
CAPISTRANO UNIFIED SCHOOL DISTRICT AND SOUTH ORANGE COUNTY COMMUNITY  
COLLEGE DISTRICT**

This Agreement for the Operation of an After School Enrichment, Activities, and Camps Program (Agreement) is made and entered into this 25<sup>th</sup> day of April 2013, by and between the Capistrano Unified School District (CUSD and/or District) and South Orange County Community College District (Vendor), as follows:

*WHEREAS*, CUSD is a California school district with a significant number of schools, and is authorized pursuant to Education Code §8485 to establish a program of affordably priced supervision of children after school; and

*WHEREAS*, pursuant to Education Code §8486, the District is authorized to subcontract with qualified private or nonprofit agencies for an after school child supervision program; and

*WHEREAS*, pursuant to Government Code §53060, the District is authorized to contract for special services and advice from individuals specially trained and experienced and competent to perform such services; and

*WHEREAS*, Vendor provides services and materials in connection with an after school program, and has the necessary skills, equipment and experience to provide such service for the District;

Now therefore, the parties agree as follows:

1. **OPERATION AND SERVICE**

- a. **Independent Contractor.** The status of a VENDOR under this Agreement shall be that of an independent contract. VENDOR warrants that no person or selling agency or other organization

AGREEMENT FOR THE OPERATION OF AFTER SCHOOL ENRICHMENT, ACTIVITY, AND CAMPS PROGRAM  
CAPISTRANO UNIFIED SCHOOL DISTRICT – SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

has been employed or retained to solicit or secure this Agreement upon an agreement or the understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, CUSD shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee or to seek such other remedies as legally may be available.

- b. Operation Schedule. The After School Enrichment, Activities, and Camps Program (PROGRAM) to be operated by VENDOR will be available for K-12 and qualifying special education students and may be available to such children after school is dismissed on any day that regular classes are held by CUSD at the school campuses, winter recess, spring recess, summer recess, and pupil-free days except for holidays designated in this article. This includes the regular school year schedule, the year-round school schedules, and summer school schedule. The PROGRAM may not operate on those days during the year when CUSD is closed for observance of holidays, as designated in the School Calendar. The School Calendar will be provided to VENDOR annually. Hours and dates of program subject to CUSD approval.
- c. Program Administration. Vendor shall administer the PROGRAM in accordance with provisions of this contract and all District, State and Federal laws, rules, and regulations dealing with child care or the use of the District's school property. VENDOR shall within 48 hours inform and provide CUSD with a copy of the site visits, reviews or reports or findings of any State or Federal regulatory agency involving any PROGRAM operated by VENDOR under this agreement. In the event that any deficiencies noted or corrections required as a result of such visits, reports, reviews, or findings, VENDOR will provide CUSD with a written plan of action which will ensure timely and appropriate correction.

CUSD shall monitor, evaluate, and provide technical and program development assistance as CUSD in its sole discretion determines appropriate to the VENDOR in the conduct of the PROGRAM provided under this agreement. CUSD shall have the right to monitor and evaluate

the VENDOR premises with regard to fire code regulations, sanitation and cleanliness, and other applicable safety laws and regulations.

- d. Non-Discrimination. In the performance of the terms of this agreement, VENDOR agrees that it will not engage in nor permit any employee or contractor as it may employ to engage in unlawful discrimination in employment of persons because of race, religious creed, color, national origin, ancestry, age, marital status, or sex of such person. Therefore, the VENDOR agrees to comply with applicable Federal and State laws including but not limited to the California Fair Employment Practices Act as set forth in the Government Code §12940 et. Seq. and Labor Code §1735. In addition, the VENDOR agrees to require like compliance by all contractors employed to do work under this contract.
- e. Entry by CUSD. CUSD shall have the right at reasonable times to enter upon VENDOR-supervised premises for the purpose of inspecting same in order to determine whether VENDOR is complying with the term of this Agreement. The right and authority hereby reserved in this paragraph does not impose, nor does CUSD assume by reason thereof, any responsibility or liability whatsoever for any acts, omissions or the negligence of VENDOR, VENDOR's members, guest, clients, agents, contractors, and employees on said premises.
- f. Public Relations, Advertising, Announcement. CUSD agrees to distribute at least one notice, subject to CUSD approval of the format and content of each notice, each semester to parents of elementary, middle school, and high school students in CUSD announcing the availability of the PROGRAM located at selected CUSD school campuses. VENDOR shall prepare and pay for these notices and any and all other advertising or public relations costs. VENDOR may erect suitable informational and directional signs or posters only after approval by CUSD of location, design, color, and construction of such signs or posters. The VENDOR agrees to be solely responsible for communication with parents regarding fee disputes, complaints regarding PROGRAM and complaints against the PROGRAM.

- g. Participants. Elementary, middle school, and high school regular program and qualifying special education students shall be eligible to participate in the PROGRAM to be operated by VENDOR. VENDOR shall have the right to determine which students will be permitted to attend the PROGRAM based on reasonable rules, regulations and age requirements as approved by CUSD.

Exclusion of students from the VENDOR PROGRAM will be permitted for nonpayment of fees, discipline, failure to meet eligibility requirements, behavior problems or lack of required immunizations.

- h. Immunization. Enrollees in the VENDOR PROGRAM shall be subject to the same legal requirements regarding medical history and immunization as pupils in the public schools in the State of California.

## 2. PROGRAM AND USE FEES

- a. Program Fees Charged to Participants. VENDOR shall be permitted to charge a reasonable fee to participants in the PROGRAM. No VENDOR PROGRAM fees will be charged to CUSD or collected by CUSD. The amount of the PROGRAM fee to be charged to participants shall be determined by VENDOR and shall be competitive with fees for similar services in the area, subject to review by CUSD to determine reasonableness of VENDOR's fee schedule. District shall review the VENDOR proposed fee schedule or any modifications thereof 30 days prior to its implementation. The fee schedule for the PROGRAM shall be the same throughout the District.
- b. District Use Fees Charged to VENDOR.
  - i. VENDOR will pay CUSD for use of facilities, the fees as outlined in Exhibit A, Use of School Facilities, at the non-profit, youth-serving rate, the facility staff fee of \$5.00 per hour, per location, and a flat rate for custodial fees charged as indicated in Exhibit A.

- ii. CUSD will invoice VENDOR monthly for facility usage.
- iii. The District reserves the right to increase the minimum facility use on an annual basis. The District will limit such fee increases to 10% annually.

### 3. FACILITIES

- a. Physical Location of Classroom Space. CUSD shall make space available on those campuses consistent with the Districts educational operations for the VENDOR to operate the PROGRAM. CUSD shall have the absolute right to determine the actual classroom space on each school campus. In determining the physical location of each classroom, CUSD shall give special consideration to the location of playground and playground access, restrooms, water fountains, shaded areas, parking lots, and exterior lighting.
- b. Utilities. CUSD shall provide all utilities for VENDOR's PROGRAM. Costs for these services shall be included in the facility use fees paid to CUSD by VENDOR. VENDOR shall be required to provide and pay for its own telephone service at each location.

### 4. MISCELLANEOUS TERMS AND CONDITIONS.

- a. Terms of Agreement. The term of this Agreement shall be for a period of one year from July 1, 2013 through June 30, 2014, with the option to renew, upon Board approval, for four (4) one-year renewal periods.
- b. Termination of Agreement. Either party may, by giving a 60-day written notice specifying the effective date, terminate this Agreement in whole or in part for cause, which shall include failure, for any reason, of either party to fulfill in a timely and proper manner its obligation under this Agreement. Either party may, by giving a 120-day notice, terminate this Agreement for any reason.



- c. Compliance with the Law. VENDOR shall comply with the requirements of all municipal, State and Federal statutes, ordinances, rules, orders, regulations, and laws now in effect or which may hereafter be in effect during the term of this Agreement pertaining to any act of the VENDOR including but not limited to the operation of the PROGRAM and the use and occupancy of the District facilities. VENDOR shall not commit or suffer to be committed to said premises any nuisance or other act which may disturb the quiet enjoyment of adjoining property owners or occupants.
  
- d. Indemnity. CUSD shall assume no liability for any use of any CUSD premises used by VENDOR to operate any of the PROGRAMs provided by VENDOR under this agreement. VENDOR waives and releases all claims against CUSD for death, injuries or damage to property sustained by VENDOR, its agents, employees, and volunteers, in, upon, or about said premises caused by the negligence of VENDOR, and VENDOR agrees to indemnify, defend, and hold CUSD, and their respective officers, officials, and employees, harmless from and against any and all liability, loss, damage, expense, cost, claim, or action, including liability for injury, wrongful death, or property damage sustained by any person, arising out of or in connection with the actions or services, or failure to act, of VENDOR, or arising out of any act or omission by VENDOR, its employees, agents, and contractors, including failure of VENDOR to keep the premises in good condition and repaired as provided in the Agreement, except when such loss or damage was caused by the sole negligence of willful misconduct of CUSD.

In executing this Agreement, and the waiver and release contained in this Section, VENDOR specifically waives the provision of the California Civil Code §1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

VENDOR, BEING AWARE OF SAID CODE SECTION, HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

e. Insurance.

- i. Liability Insurance. VENDOR shall provide and shall maintain in force, during the term of this Agreement, \$10,000,000 combined single limit comprehensive general liability insurance, including automobile and property insurance. The policy or policies of liability insurance shall name CAPISTRANO UNIFIED SCHOOL DISTRICT (CUSD) and their officials, officers, agents, employees, and volunteers as additional named insured by endorsement under the terms of such policy or policies. Further, such policy shall not be cancelled without thirty (30) days prior written notice to CUSD. Within ten (10) days of execution of this Agreement, and at least 15 days prior to the expiration of any such policies, VENDOR shall furnish CUSD a copy of the policy or policies making up the District Policies and Certificate(s) of Insurance stating that such insurance is in full force and effect, and shall provide any additional evidence of coverage required by the CUSD.

VENDOR's insurance coverage shall be primary insurance as respects CUSD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CUSD, its officers, officials, employees, or volunteers shall be excess of VENDOR's insurance and shall not contribute to it.

- ii. Worker's Compensation and Other Employee Insurance. VENDOR shall provide worker's compensation insurance, unemployment insurance, and disability insurance for all its employees, as required by law, and shall provide employer's liability insurance coverage with limits of no less \$1,000,000 per accident for bodily injury or disease.

Within 10 days of execution of this Agreement, and at least 15 day prior to the expiration of any such policies, VENDOR shall furnish CUSD with a copy of

the policy or policies obtained in compliance this Section, stating that such insurance is in full force, and shall provide any additional evidence of coverage required by CUSD.

- iii. VENDOR's insurance coverage shall be primary insurance as respects CUSD, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by CUSD, its officers, officials, employees or volunteers shall be excess of VENDOR's insurance and shall not contribute to it. Each insurance policy required herein shall contain, or be endorsed to contain, a waiver of all rights of subrogation against CUSD.
- iv. Any deductibles or self-insured retentions must be declared to, and approved by, CUSD. At the option of CUSD, either: VENDOR shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects CUSD, its officers, officials, employees and volunteer; or the Lessee shall provide a financial guarantee satisfactory to CUSD guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- v. CUSD reserves the right to modify their requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.
- vi. Certificate of Insurance. Certificates for all type of insurance and additional insured endorsement for the liability coverage shall be furnished to CUSD within two weeks of the commencement date of this contract, such certificates indicating the name of the carrier, the policy number, and the expiration date. Renewal certificates shall be provided within 15 days of the renewal. 30 days prior to an interruption in coverage, VENDOR is responsible for notifying CUSD. Failure, however, of CUSD to obtain the required documents within the time frames herein shall not waive VENDOR's obligation to provide them.

CUSD reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Agreement, at any time.

- f. Accidents. Vendor shall report to CUSD any serious accident or incident within three (3) hours of occurrence.
- g. Claims Made. VENDOR shall report to CUSD in writing all claims made against the VENDOR in its operation of the PROGRAM in CUSD. VENDOR shall also provide copies to CUSD, within ten (10) days of their receipt by VENDOR, of any written reports indicating deficiencies or documenting a specific incident.
- h. Assignment. Neither this Agreement nor any interest therein, whether legal or equitable, shall be assigned, subleased, transferred, alienated, pledged, or hypothesized, voluntarily or by operation of law by VENDOR without the prior written consent of CUSD. The consent to one assignment, sublease, transfer, alienation, pledge, or hypothecation shall not be deemed to be a consent to any subsequent assignment, sublease, transfer, alienation, pledge, or hypothecation. Any such assignment, sublease, transfer, alienation, pledge, or hypothecation shall be void and shall, at CUSD's option, terminate this Agreement.
- i. Amendments to Agreement. This agreement may only be amended by the mutual written consent of the parties hereto. No oral understanding or agreement not incorporated in this contract shall be binding on either party.
- j. Complete and Exclusive Statement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties. This Agreement supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.
- k. Contact Person. Each party to this Agreement shall name one individual to be the representative contact person for all matters related to this Agreement.

1. Attachments. All attachments to this Agreement are incorporated herein by this reference.

Exhibit A – 1. Use of Facilities Fee Schedule

2. General Conditions for Facility Use

CAPISTRANO UNIFIED SCHOOL DISTRICT

DATED: \_\_\_\_\_, 2013

By \_\_\_\_\_

\_\_\_\_\_  
Title

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

DATED: \_\_\_\_\_, 2013

By \_\_\_\_\_

\_\_\_\_\_  
Title

AGREEMENT FOR THE OPERATION OF AFTER SCHOOL ENRICHMENT, ACTIVITY, AND CAMPS PROGRAM  
CAPISTRANO UNIFIED SCHOOL DISTRICT – SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

Exhibit A

**USE OF SCHOOL FACILITIES FEE SCHEDULE – Effective June 1, 2010**

**GROUP A** = Non-profit, youth-serving

**GROUP B** = Non-profit

**GROUP C** = For Profit

NOTE: "Per Use" = Up to eight hours NOTE: Custodian needed at all non-school events NOTE: Facilities Staff Fee applicable on all use	Elementary School			Middle School			High School		
	A	B	C	A	B	C	A	B	C
<b>APPLICATION FEE</b>	0	50.00	100.00	0	50.00	100.00	0	50.00	100.00
<b>BASKETBALL COURT – Per Hour</b>	0	9.00	20.00	0	9.00	20.00	0	9.00	20.00
Per Season	0	220.00	220.00	0	220.00	220.00	0	220.00	220.00
With Lights – Per Hour, additional	0			12.00	28.00	50.00			
<b>CAFETORIUM (MFMS) – Per Hour</b>				18.00	55.00	100.00			
<b>CLASSROOM – Per Hour</b>	7.00	22.00	35.00	7.00	22.00	35.00	7.00	22.00	35.00
Science Lab – Per Hour	8.00	50.00	90.00	8.00	50.00	90.00	8.00	50.00	90.00
University/College Cost – Per Day		55.00			55.00			55.00	
<b>CONFERENCE ROOM – Per Hour</b>	8.00	25.00	50.00	8.00	25.00	50.00	8.00	25.00	50.00
<b>FIELD (any type, non-stadium) – Per Hour</b>	6.00	7.00	8.00	8.00	11.00	20.00	8.00	25.00	50.00
GROUP A not to exceed \$250/month									
<b>GYM, Large – Per Hour</b>							60.00	80.00	160.00
GROUP A not to exceed \$1,000/month									
<b>GYM, Small – Per Hour</b>							30.00	50.00	100.00
GROUP A not to exceed \$750/month									
<b>LIBRARY – Per Hour</b>	8.00	25.00	50.00	8.00	25.00	50.00	16.00	50.00	75.00
<b>LOCKER ROOM – Per Hour</b>				8.00	28.00	50.00	12.00	44.00	75.00
<b>LUNCH TABLE AREA – Per Hour</b>	0	5.00	6.00						
<b>MALL – Per Hour</b>							26.00	85.00	150.00
Triton Center (SCHS) – Per Hour							26.00	85.00	150.00
<b>MPR – Per Hour</b>	10.00	55.00	100.00	10.00	55.00	100.00			
<b>PARKING LOT – Per Day</b>	10.00	44.00	100.00	10.00	44.00	100.00	10.00	44.00	100.00
<b>POOL, 25-meter – Per Hour</b>							55.00	85.00	150.00
GROUP A not to exceed \$2,000/month									
<b>POOL, 50-meter (CVHS) – Per Hour</b>							75.00	100.00	250.00
GROUP A not to exceed \$2,500/month									
<b>RESTROOM (Set) – Per Hour</b>	5.00	20.00	35.00	5.00	20.00	35.00	5.00	20.00	35.00
<b>STADIUM/TRACK (all) – Per Use</b>							460.00	2,000.00	3,800.00
With Lights – Per Hour, additional							55.00	75.00	200.00
<b>STAFF LOUNGE – Per Hour</b>	8.00	25.00	50.00	8.00	25.00	50.00	8.00	25.00	50.00
<b>TENNIS COURT – Per Hour</b>	6.00	6.00	10.00	6.00	6.00	10.00	8.00	12.00	20.00
With Lights – Per Hour, additional							24.00	32.00	70.00
<b>THEATER (except SJHHS) – Per Hour</b>							85.00	125.00	300.00
<b>AUDIO EQUIPMENT</b>									
Tape Recorder/CD Player – Per Use	5.00	5.00	10.00	5.00	5.00	10.00	5.00	5.00	10.00
Microphone – Per Use	2.00	2.00	6.00	2.00	2.00	6.00	2.00	2.00	6.00
Portable System/Podium – Per Use	10.00	10.00	25.00	10.00	10.00	25.00	10.00	10.00	25.00
Wireless Microphone System – Per Use	25.00	25.00	50.00	25.00	25.00	50.00	25.00	25.00	50.00
<b>CRAFTSMAN – Per Hour</b>	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
<b>CUSTODIAN – Per Hour</b>	46.00	46.00	46.00	46.00	46.00	46.00	46.00	46.00	46.00

Exhibit A

**USE OF SCHOOL FACILITIES FEE SCHEDULE - Effective November 1, 2007**

**GROUP A** = Non-profit, youth-serving

**GROUP B** = Non-profit

**GROUP C** = For Profit

<b>NOTE: "Per Use" = Up to eight hours</b> <b>NOTE: Custodian needed at all non-school events</b> <b>NOTE: Facilities Staff Fee applicable on all use</b>	Elementary School			Middle School			High School		
	A	B	C	A	B	C	A	B	C
<b>Type of Use</b>									
Groundskeeper – Per Hour	47.00	47.00	47.00	47.00	47.00	47.00	47.00	47.00	47.00
Facilities Staff – Per Hour	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
<b>MECHANICAL EQUIPMENT</b>									
Electric Generator – Per Use	50.00	50.00	100.00	50.00	50.00	100.00	50.00	50.00	100.00
Electrical Extensions – Per Use	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00
<b>PROJECTORS/SCREENS</b>									
Overhead Projector – Per Use	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00
35mm Projector – Per Use	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
50"/70" Tripod Screen – Per Use	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
<b>STAGE LIGHTING - Per Light Mixer – Per Use</b>	15.00	15.00	25.00	15.00	15.00	25.00	15.00	15.00	25.00
<b>VIDEO EQUIPMENT</b>									
Monitor/Receiver/Camcorder – Per Use	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
VHS Player/VCR – Per Use	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00
LCD Data Player – Per Use	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00
<b>WATER HOOK-UP – Per Use</b>	4.00	4.00		4.00	4.00		4.00	4.00	

Custodial Fees for Classroom Rental	
# of Classrooms	Custodial Hours Charged
1-2	1
3-5	2
6+	3
<p>The above fees are applicable to sites with custodial support, during regularly scheduled hours of custodial service. All locations without dedicated custodial support or programs outside of normally occurring custodial hours will be charged hourly, with a three-hour minimum fee for each occurrence. Non-classroom use of facilities will be charged for custodial services at standard rates. Rates and hours subject to change.</p>	

## **CAPISTRANO UNIFIED SCHOOL DISTRICT**

### **General Conditions for Facility Use**

By submitting this request (Agreement), the legal agent/representative of such organization, group or individual (Applicant) hereby agrees to abide by all of the facility use conditions and regulations and any waivers contained herein. Furthermore Applicant agrees to defend, indemnify, and hold harmless the District, its Board, officer, agents and employees from all losses, costs, and expenses arising out of any liability or claims of liability for personal injury, bodily injury to persons, contractual liability and damage to property, including loss or theft of District property, sustained or claimed to have been sustained arising out of Applicants use of facilities, whether such act is authorized by this Agreement or not; District assumes no responsibility whatsoever for any property placed on the premises. Applicant further agrees to waive all rights of subrogation against the District.

The provisions of this section does not apply to any damage or losses caused solely by the negligence of the District or any of its agents or employees.

The Capistrano Unified School District endorses the philosophy that community nonprofit groups should be allowed to utilize school facilities for meetings and public activities and actively cooperates and assists such groups in these endeavors where reasonable supervision exists. The Education Code provides that every school is a civic center when not being used for school purposes.

Each application containing a description of the intended use of the facilities is provided to District employees as guidelines in determining appropriateness of use of school facilities and whether or not the proposed activity meets district standards.

### **1.0 GENERAL REGULATIONS**

- 1.1 All applications for use of school facilities will be processed on submission of the Use of School Facilities Application.
- 1.2 Proof of comprehensive general liability insurance coverage for \$1 million unless activity warrants a higher level (to be determined at the District).  
Proof shall be: 1 – a Certificate of Insurance and 2 – an Additional Insured Endorsement, both naming the Capistrano Unified School District as an additional insured party on the Applicant's policy. These documents must be on file with the district prior to the activity. A 30-day Notice of Cancellation of insurance coverage is required.
- 1.3 Fees will be charged based on current fee schedules and conditions adopted by the Board of Trustees.
- 1.4 In order to receive Use of Facilities benefits, group A, B, C or D applicants must agree that:
  - 1.4.1 Their organization will not discriminate against any person on the basis of disability, race, ethnicity, nationality, gender, sexual orientation, or religion.





**EXTENSION OF SCHOOL BUS SERVICE AGREEMENT NO. 1213100**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**ANNELIESE'S SCHOOLS, INCORPORATED**

The School Bus Service Agreement between Capistrano Unified School District and Anneliese's Schools, Inc., called for an original contract period of August 1, 2012 through July 31, 2013.

The contract with Anneliese's Schools, Inc., shall be extended for the period of August 1, 2014 through July 31, 2015.

Hourly rates for services related to Articles 1.1, 1.2, 1.3, and 1.4 have increased from \$105/hr to \$120/hr.

Hourly rates for services related to Articles 1.5 and 1.6 have increased from \$55/hr to \$65/hr. If training is performed after 4 p.m. or on a weekend or holiday observed by the District, hourly rate is \$75/hr.

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

**Capistrano Unified School District**

**Anneliese's Schools, Incorporated**

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

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

Terry Fluent

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

Director, Purchasing

\_\_\_\_\_  
Title

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

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

CAPISTRANO UNIFIED SCHOOL DISTRICT  
SCHOOL BUS SERVICE AGREEMENT

This AGREEMENT is hereby entered into this 1st day of August, 2012, by and between the Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675 (hereinafter referred to as "DISTRICT"), and Anneliese's Schools <sup>Inc.</sup> 758 Manzanita Drive, Laguna Beach, CA 92651, (hereinafter referred to as "ANNELIESE'S SCHOOLS"). DISTRICT and CLIENT shall be collectively referred to as the Parties.

WHEREAS, ANNELIESE'S SCHOOLS bought DISTRICT'S surplus school buses and requires school bus inspection, servicing, maintenance, repair, and school bus driver training services;

WHEREAS, the DISTRICT is specially trained and experienced and competent to perform the special services required by ANNELIESE'S SCHOOLS to maintain the school bus purchased by ANNELIESE'S SCHOOLS;

WHEREAS, ANNELIESE'S SCHOOLS is in need of such special services and advice from DISTRICT; and

WHEREAS, DISTRICT AND ANNELIESE'S SCHOOLS wish to enter into this AGREEMENT with the understanding that these services are being rendered secondary to services required by DISTRICT'S schools and students and only if DISTRICT operations are not adversely impacted in any way;

NOW, THEREFORE, the Parties hereby agree as follows:

1.0      SERVICES TO BE PROVIDED BY THE DISTRICT;

1.1      Provide routine inspection and servicing (i.e. lubrication of chassis, changing oil, oil filters and air filters) on two (2) ANNELIESE'S SCHOOLS school bus every 3,000 miles or 45 calendar days, whichever occurs first; at \$105/hour (inspection/servicing fees have a ½ hour minimum).

1.2      Provide an annual maintenance check-up on two (2) ANNELIESE'S SCHOOLS bus at \$105/hour and any repairs necessitated by such maintenance check-up will be mutually agreed to in writing between the Parties.

1.3      Provide roadside assistance for two (2) ANNELIESE'S SCHOOLS school bus within DISTRICT boundaries at \$105/hour, which shall commence from point of departure to point of return.

1.4      Provide emergency roadside assistance for two (2) ANNELIESE'S SCHOOLS school bus outside DISTRICT boundaries at DISTRICT'S discretion at \$105/hour, which shall commence from point of departure to point of return.

1.5      Provide certified California school bus driver training at \$55.00/hour per training session.

1.6      Provide certified California school bus behind the wheel training at \$55.00/hour per individual driver. (Initial training for Class B license requires drivers to take 25 hours of classroom training plus 25 hours of behind the wheel training - a one-time requirement for five year license. Each year thereafter, annual in-service classroom

training of 10 hours is required upon each driver's birth date.)

2.0 TERM. DISTRICT shall commence providing services under this AGREEMENT on or after August 1, 2012 and this Agreement shall be effective for one (1) year with two (2) one year options to renew upon mutual written agreement of the Parties.

3.0 FEES/PAYMENT. ANNELIESE'S SCHOOLS agrees to pay the DISTRICT for services satisfactorily rendered pursuant to Section 1.0 of this AGREEMENT. ANNELIESE'S SCHOOLS agrees to pay all hourly rates as stated in Section 1.0 and any and all towing costs, if necessary. ALL parts/supplies/materials, fuel and oil shall be paid by ANNELIESE'S SCHOOLS. *at cost* There shall be no costs or expenses to the DISTRICT to provide these services. Payment shall be made upon receipt of an invoice from DISTRICT in duplicate. Payment shall be mailed to: CAPISTRANO UNIFIED SCHOOL DISTRICT, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA 92675, ATTN: ACCOUNTS PAYABLE, or at such other place as DISTRICT may designate in writing.

4.0 COMMUNICATION BETWEEN THE PARTIES. ANNELIESE'S SCHOOLS SHALL COMMUNICATE DIRECTLY WITH THE DISTRICT'S Director of Transportation for the purpose of requesting any of the services provided in this AGREEMENT. ANNELIESE'S SCHOOLS shall comply with all schedules that have been established by the DISTRICT for inspecting, servicing and/or maintaining the ANNELIESE'S SCHOOLS school buses and shall deliver the buses at or before the time scheduled.

5.0 INDEPENDENT CONTRACTOR. DISTRICT, in the performance of this AGREEMENT, shall be and act as an independent contractor. DISTRICT understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the ANNELIESE'S SCHOOLS, and are not entitled to benefits of any kind or nature normally provided employees of ANNELIESE'S SCHOOLS and/or to which ANNELIESE'S SCHOOLS employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. DISTRICT assumes the full responsibility for the acts and/or omissions of its employees as they relate to the services to be provided under this AGREEMENT. DISTRICT shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to DISTRICT'S employees.

6.0 TERMINATION. Either party may terminate this AGREEMENT with or without reason by providing thirty (30) days written notice to the other party specifying the desired date of termination. Notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.

7.0 HOLD HARMLESS/INDEMNIFICATION. ANNELIESE'S SCHOOLS agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its Governing Board, officers and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of any injury to or death of any person(s), or damage to or loss of any property

caused by any negligent act, default, or negligent omission of the ANNELIESE'S SCHOOLS, or its officers or employees arising out of, or in any way connected with, this AGREEMENT, whether said injury or damage occurs either on or off ANNELIESE'S SCHOOL'S or DISTRICT'S property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers or employees.

8.0 INSURANCE. ANNELIESE'S SCHOOLS will provide the DISTRICT with a certificate of insurance which provides insurance coverage on the ANNELIESE'S SCHOOLS owned buses inspected, serviced, maintained, and/or repaired by the DISTRICT. A certificate of insurance shall also show that the DISTRICT is named as an additional insured, by endorsement, on the policy or policies of general liability and auto liability policies. Said certificate of insurance shall also show that the DISTRICT will be given at least thirty (30) days notice prior to the termination, cancellation or modification of said insurance.

9.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this AGREEMENT shall not be assigned by the DISTRICT.

10.0 TOBACCO USE POLICY. In the interest of public health, DISTRICT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles and on any property owned, leased to or contracted for by the DISTRICT pursuant to DISTRICT Policy 400.15. Failure to abide with the conditions of this policy could result in the termination of this AGREEMENT.

11.0 COMPLIANCE WITH APPLICABLE LAWS. DISTRICT and ANNELIESE'S SCHOOLS agree to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to DISTRICT and ANNELIESE'S SCHOOLS as they relate to their respective performances pursuant to this AGREEMENT.

12.0 PERMITS/LICENSES. DISTRICT and all DISTRICT'S employees shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

13.0 NON-DISCRIMINATION. DISTRICT and ANNELIESE'S SCHOOLS agree that they will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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



DISTRICT: Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675  
Attn: Terry Fluent, Director, Purchasing

ANNELIESE'S SCHOOLS: Anneliese's Schools  
758 Manzanita Drive  
Laguna Beach, CA 92651  
Attn: Anneliese Schimmelpennig, Owner

15.0 NON WAIVER. The failure of DISTRICT or ANNELIESE'S SCHOOLS to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

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

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

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT:

CAPISTRANO UNIFIED SCHOOL DISTRICT

BY: Terry Fluent

Print Name: Terry Fluent

TITLE: Director

DATE: 10/28/12

ANNELIESE'S SCHOOLS

BY: Anneliese Schimmelpennig

PRINT NAME: Anneliese Schimmelpennig

TITLE: Owner

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

**EXTENSION OF AGREEMENT NO. 1213100**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**ANNELIESE'S SCHOOLS, INCORPORATED**

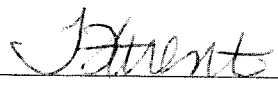
The School Bus Service Agreement No. 1213100 called for an original contract period of August 1, 2012 through July 31, 2013.

The agreement with Anneliese's Schools, Incorporated shall be extended an additional 12 months, for the period August 1, 2013 through July 31, 2014, at the prices shown in the Agreement.

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

**Capistrano Unified School District**

**Anneliese's Schools, Incorporated**

By:   
Signature

By:   
Signature

Terry Fluent

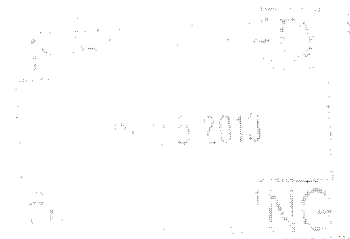
Maria M. Bashaw  
Print Name

Director, Purchasing

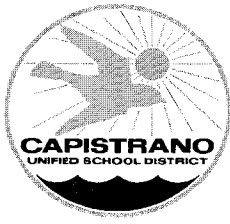
HR Director / Counsel  
Title

Date: 7/2/13

Date: 13 June 2013



**CAPISTRANO UNIFIED SCHOOL DISTRICT**



**BID RECAP**

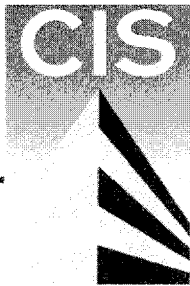
**SAN CLEMENTE HIGH SCHOOL  
ROOF REPLACEMENT**

**BID NO. 1314-24**

Bid Opening: Thursday, May 1, 2014, 2:00 p.m.  
CUSD Education Center  
Staff Development Room 2  
33122 Valle Road  
San Juan Capistrano, CA 92675

CONTRACTOR	BID
C.I. SERVICES, INC.	\$583,000
COMMERCIAL & INDUSTRIAL ROOFING COMPANY INCORPORATED	\$754,823
ERC ROOFING	\$799,000

EXHIBIT 28



## ROOFING / WATERPROOFING / SOLAR

Your Water Intrusion Specialists Since 1992

Commercial- Industrial- Residential

Mr. Terry Fluent  
Director of Purchasing  
**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
33122 Valle Road  
San Juan Capistrano, California 92675  
(949) 234-9442

5-2-14

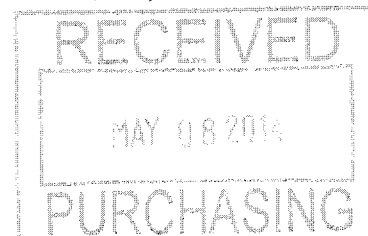
Re: Request relief of bid due to Clerical Error – Bid #1314-24 – San Clemente High School Roof Replacement

Dear Mr. Fluent,

This letter is to inform the Capistrano Unified School District that a clerical mistake was made in C.I. Services, Inc.'s recent company bid proposal, which resulted in our bid being materially lower than intended. Our clerical mistake was due to corrupted EXCEL files used during our proposal preparation that did not carry over from one column to the other to be properly tallied during our final cost estimating. This mistake in our computer spread sheet was not found until we had already submitted our bid proposal. Our mistake was not due to an error in judgment or to carelessness in inspecting the site or reading of the plans and specifications. As a company we have never before had to ask to be released from a submitted bid.

Our inadvertent mistake was made which resulted in a submitted bid proposal total of \$583,000.00 or 19% lower bid than the intended amount. Consequently, our total bid should have been \$717,380.00 rather than the amount of \$583,000.00 which was submitted in error.

Our corrupted EXCEL spread sheet failed to carry over two major items in the bid package – the \$50,000.00 allowance amount as required in the bid package, as well as not carrying forward the full roof tear-off amount nor the entire section of Building U. Had these items been properly brought into the final equations, the actual bid amount submitted would have been \$717,380.00.



Corporate Mailing Address:

C.I. Services, Inc. / CIS Foam, Inc.  
26861 Trabuco Road #353 Mission Viejo, CA 92691  
800-830-7888 Fax 866-305-6010 [www.ciservicesinc.com](http://www.ciservicesinc.com)  
CA Lic. No. C39 and 46-701434

In light of this mistake caused by our corrupted estimating sheet, and pursuant to the provisions of California Public Code section 5100 "Relief of Bidders", C.I. Services, Inc. hereby requests that it be relieved of its bid and that our bid bond be returned.

I certify under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Sincerely yours,

  
Bill Baley  
C.I. Services, Inc.

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Corporate Mailing Address:

26861 Trabuco Road #353 Mission Viejo, CA 92691

800-830-7888 Fax 866-31

Lic. No. C39-701434

## AGREEMENT

THIS AGREEMENT, dated the 29th day of May, 2014, in the County of Orange, State of California, is by and between Capistrano Unified School District, (hereinafter referred to as "DISTRICT" ), and Commercial & Industrial Roofing Company 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. 1314-24, San Clemente High School Roof Replacement** according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Criminal Records Check Certification, Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, applicable Labor Compliance Laws, 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 of seven hundred fifty-four thousand, eight hundred twenty-three Dollars (\$754,823).

4. The work shall be commenced on or before the **seventh (7th)** day after receiving the DISTRICT'S Notice to Proceed. Refer to Special Conditions, Article 3, Project Milestones for completion dates.

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 **one thousand dollars, (\$1,000.00)** for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 63 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 63 of the General Conditions.

6. Termination for Cause or Nonappropriation. In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a nonappropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

Termination for Convenience. DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT'S convenience, CONTRACTOR shall:

- (i) Cease operations as directed by DISTRICT in the notice;
- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT'S convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

7. The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, and employees from every claim or demand



made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract,

The CONTRACTOR, at CONTRACTOR'S own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. **Hold Harmless and Indemnification.** To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR'S sole cost and expense, agrees to fully defend, indemnify and hold harmless, the DISTRICT, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other contractors;

- (e) any failure to provide notice to any party as required under the Project Documents;
- (f) any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or
- (g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT'S interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

9. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than **\$1,000,000.00**

and

Subject to the same limit for each person on account of one accident, in an amount not less than **\$1,000,000.00**

Property Damage Insurance in an amount not less than **\$1,000,000.00**

Course of Construction Insurance without exclusion or limitation in an amount not less than **\$1,000,000.00**

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or

property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

10. Public Contract Code Section 22300 permits the substitution of securities for any retention monies withheld by the DISTRICT to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the monies withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. The DISTRICT retains the sole discretion to approve the bank selected by the CONTRACTOR to serve as escrow agent. Upon satisfactory completion of the Agreement, the securities shall be returned to the CONTRACTOR. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the CONTRACTOR may request DISTRICT to make payment of earned retention monies directly to the escrow agent at the expense of the CONTRACTOR. Also at the CONTRACTOR'S expense, the CONTRACTOR may direct investment of the payments into securities, and the CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the Agreement, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300.

**11. CONTRACTOR agrees that the work required to be performed by the CONTRACTOR and each subcontractor on the Project shall be subject to the payment of general prevailing rates of per diem wages, as described in the Labor Code. The DISTRICT has opted to have the California Department of Industrial Relations ("DIR") administer the Labor Compliance aspects of this Project. CONTRACTOR and each subcontractor on the Project agree to comply with all Labor Compliance Laws and to provide all required information and documentation to the DIR and any unit designated by the DIR to monitor and enforce such laws. All such laws and obligations are incorporated herein as if fully set forth.**

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.

DISTRICT

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

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

\_\_\_\_\_  
Title

CONTRACTOR

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor's License No.

\_\_\_\_\_  
Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,  
if corporation)



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

May 28, 2014

**ASCIP RISK CONTROL GRANT AWARD  
GPS PILOT PROJECT**

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**BACKGROUND INFORMATION**

In an effort to improve transportation safety the District Transportation and Insurance departments collaborated to apply for an ASCIP Risk Control Grant. ASCIP's Risk Control Grant Program solicited applications which addressed a non-routine risk management or loss-control project designed to assist member districts in an area of need and to the benefit of the entire Joint Powers Authority. Purchasing and installing surveillance cameras and global position systems (GPS) on school buses is an area of need and focus for the District; therefore, this was a logical area to apply for and seek grant funding.

In late April, the District was informed the Executive Committee from ASCIP awarded an ASCIP Risk Control Grant to the District for the purpose of assisting with purchasing and implementing a GPS Pilot Project. The District believes this is a need for safely transporting its most fragile students with special needs. The GPS Pilot Project will outfit District school buses with GPS capability and will provide better student locator tracking ability between transporting destinations.

**CURRENT CONSIDERATIONS**

The District's goal of the pilot program is to provide an additional resource which will support and assist drivers who transport most involved students. Upon conclusion of the pilot project, the District will review its effectiveness with the intent to develop a plan to phase-in systems with all buses. In addition, a benefit the system offers is it allows parties to rapidly gather vital medical information rapidly in the event of an accident or medical incident. Implementing this pilot project is also expected to increase driver safety and monitoring due to the instant reports the GPS system will generate.

As part of the grant conditions, the District must agree to provide a local contribution of approximately \$50,000; collaborate with ASCIP to identify metrics to be tracked during the Project and conveyance of all rights, title and interest, and intellectual property rights; allow ASCIP review of vendor agreements; timely completion of deliverables and use of funds as outlined; provide ASCIP project updates (at 90 day intervals); and complete and submit a final report.

**FINANCIAL IMPLICATIONS**

As with most grants, funds received enable start-up costs but also require a District investment. As part of the grant conditions, the District must contribute \$50,000 of the approximately \$110,000 estimated to purchase and install GPS systems for buses transporting special needs students.

**Pilot Project to be funded from the following sources:**

ASCIP Risk Control Grant Award:	\$ 60,000
Matching District funds:	<u>\$ 50,000</u>
<b>Pilot Project Estimated Total Cost:</b>	<b>\$110,000</b>

The District has identified Med-Cal funding for the District's contribution; therefore, this is not a general fund expenditure.

**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 acceptance ASCIP Risk Control Grant Award GPS Pilot Project.



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of Wednesday, May 28, 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. Acierno, Lois	Elem Sch Clerk	Retirement	01/27/1998	06/26/2014
2. Allison, Jamie	Sub IF-Sp Ed	Voluntary	12/01/2011	06/30/2014
	Sub Inst Asst-Sp Ed			
	Sub Inst Asst-Sp Ed			
	Presch			
3. Ayala, Rose	Sub FS Worker	District Initiated	12/16/2008	05/07/2014
4. Becker, Patty	Sub IF-Sp Ed	District Initiated	09/29/2012	06/30/2014
5. Bird, Teresa	Sub Student Supvr	District Initiated	10/10/2013	06/30/2014
6. Bochniarz, Remedios	Sub Opportunity Asst	Voluntary	09/17/2012	06/30/2014
7. Bover, Nicole	Blngl Comm Svcs	Voluntary	02/04/2013	06/30/2014
	Liaison			
8. Cavanagh, Michelle	Sub IF-Sp Ed	Voluntary	01/08/2013	06/30/2014
	Sub Inst Asst-Sp Ed			
	Sub Inst Asst-Sp Ed			
	Presch			
9. Eckhardt, Natasha	Sub Student Supvr	Voluntary	09/11/2012	06/30/2014
10. Fekete, Carol	IF-Sp Ed	Voluntary	10/28/2013	06/30/2014
11. Fittler, Leslie	Sub Student Supvr	Voluntary	09/08/2010	06/30/2014
12. Folsom, Jennifer	Inst Asst-Sp Ed	Voluntary	09/09/2013	06/25/2014
13. Foster, Kimberly	Sub IF-Sp Ed	Voluntary	11/15/2012	06/30/2014
	Sub Inst Asst-Sp Ed			
14. Fowler, Isabel	Sub MS Campus Supvr	District Initiated	11/20/2010	06/30/2014
	Sub HS Campus Supvr			
15. Graniere, Christy	Sub FS Worker	District Initiated	09/02/2008	06/30/2014
16. Grey, Nancy	Sub Inst Asst-Sp Ed	Voluntary	09/24/2003	06/30/2014
	Presch			
17. Hall, Gary	Manager I, M&O	Other Employment	01/07/2013	05/23/2014
18. Howe, Ann	Head Academic Advisor	Retirement	02/21/1985	06/30/2014
19. Howe, Suzanne	Sub Inst Asst-Presch	District Initiated	09/29/2008	06/30/2014
20. Hunt, Pamela	Sub Presch Teacher	District Initiated	09/25/1989	06/30/2014
21. Jacobs, Kathleen	Inst Asst-Sp Ed	Retirement	11/12/1996	06/25/2014
22. Jaeger, Ingrid	Inst Asst-Sp Ed	Relocation	09/09/2013	05/02/2014
23. Johnson, Danielle	Sub IF-Sp Ed	Voluntary	02/14/2013	06/30/2014
	Sub Inst Asst-Sp Ed			
	Sub Inst Asst-Sp Ed			
	Presch			
24. Jonsson, Cassaundra	Inst Asst-Sp Ed	Voluntary	10/12/2012	06/30/2014
25. Katcef, Jennifer	Sub Student Supvr	Voluntary	11/15/2012	06/30/2014
26. Kish, Cathy	Personnel Assistant	Retirement	11/08/1999	06/30/2014



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**ACCEPT RESIGNATIONS/TERMINATIONS (Cont.)**

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
27. Kitchen, Mark	Sub Custodian I	District Initiated	01/08/2013	06/30/2014
28. Laughlin-Newell, Cherri	Sub Student Supvr	District Initiated	12/11/2012	06/30/2014
29. Lloyd, Diana	Sub IF-Sp Ed	Voluntary	04/11/2014	06/30/2014
30. Marlowe, Stephen	Sub Sch Bus Driver	District Initiated	08/11/2011	06/30/2014
31. Morgan, Jeff	ASB Worker	District Initiated	11/09/2010	05/09/2014
32. Oshiro, Dianna	IF-Autism	Other Employment	11/12/2013	04/03/2014
33. Park, Jefferson	ASB Worker	District Initiated	02/24/2014	05/06/2014
34. Pasqua, Laura	Sub Student Supvr	District Initiated	09/10/2003	06/30/2014
	Sub MS Campus Supvr			
35. Puthuff, Colleen	Sub Student Supervisor	District Initiated	11/17/2008	06/30/2014
36. Rampf, Solveig	Sub Student Supvr	Voluntary	10/24/2013	06/30/2014
37. Ruvalcaba, Leobardo	Sub Custodian I	District Initiated	01/08/2013	06/30/2014
38. Smeltzer, Cindy	Sub Elem Library Tech	District Initiated	04/19/2006	06/30/2014
39. Spear, Kathy	IF-Autism	Voluntary	11/14/2005	05/13/2014
40. Spillers, Charles	Sub Inst Asst-Sp Ed	Voluntary	01/24/2013	06/30/2014
	Presch			
41. Taylor, William	Sub Sch Bus Driver	District Initiated	10/24/2013	06/30/2014
42. Tkach, Denise	Sub HS Media Center	Voluntary	12/29/2007	06/30/2014
	Clerk			
43. Torres, Rosalba	Literacy Intervention	Other Employment	10/14/2011	06/10/2014
	Spec			
44. White, Mary	Student Supvr	Voluntary	03/18/2002	04/28/2014
45. Wilson, Jaclyn	Elem Library Media Tech	Voluntary	04/25/2013	06/25/2014

**APPROVE EMPLOYMENT**

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
46. Le Mottee Dale, Nicole	HS Campus Supvr (9.5mo/17.5hpw)	\$15.93 hr	R25-1	05/29/2014
47. Malone, Erica	LVN (9.5mo/25hpw)	\$18.02 hr	R30-1	05/29/2014

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
48. Bisaccia, Erica	Student Supvr	\$10.00 hr		05/29/2014
49. Cota-Burciaga, Antoinette	Caregiver	\$13.74 hr	R19-1	03/12/2014

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**APPROVE EMPLOYMENT (Cont.)**

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
50. Capello, Mitzi	Student Supvr	\$10.00 hr	05/29/2014
51. Mugg, Cooper	Student Worker	\$ 9.00 hr	02/01/2014- 06/30/2014

**APPROVE CO-CURRICULAR ASSIGNMENTS**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
52. Saenz, Derek	Volleyball, Girls' Varsity (Head)	Capistrano Valley HS	\$ 3,301.00	08/11/2014- 11/07/2014

**APPROVE CIF CO-CURRICULAR ASSIGNMENTS**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
53. Machado, Terri	Tennis, Boys' Varsity (Head)	Capistrano Valley HS	\$ 330.10	05/10/2014

**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
54. Ahlberg, Mark	Basketball, Girls' (Head)	Capistrano Valley HS	\$ 2,200.00	05/08/2014- 06/19/2014
55. Chang, Edwin	Lacrosse, Boys' (Asst)	Tesoro HS	\$ 2,500.00	03/01/2014- 05/16/2014
56. Deol, Alexis	Track, (Asst)	Dana Hills HS	\$ 2,000.00	02/14/2014- 05/09/2014
57. Eaton, Pat	Volleyball, Boys' (Asst)	Tesoro HS	\$ 2,640.54	11/07/2013- 02/28/2014
58. Goss, Tom	Lacrosse, Girls' (Asst)	Capistrano Valley HS	\$ 1,000.00	05/02/2014- 05/31/2014
59. Gustafson, Ryan	Lacrosse, Girls' (Head)	Capistrano Valley HS	\$ 1,000.00	05/02/2014- 05/31/2014
60. Hammer, Joey	Waterpolo, Boys' (Asst)	Aliso Niguel HS	\$ 2,300.00	01/27/2014- 06/25/2014

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**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
61. Nobles, Michael	Football, JV (Asst)	Aliso Niguel HS	\$ 3,400.00	07/01/2014- 07/31/2014
62. Sanders, Shayla	Cheer Coach	San Clemente HS	\$ 4,200.00	01/18/2014- 06/30/2014
63. Stratton, Andrew	Lacrosse, Girls' (Asst)	Capistrano Valley HS	\$ 1,000.00	05/02/2014- 05/31/2014
64. Westling, Wayne	Two sport coach bonus, Golf and Surfing	Aliso Niguel HS	\$ 1,000.00	05/01/2014- 06/25/2014

**APPROVE EMPLOYMENT PENDING CLEARANCES**

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
65. Blue, Marian	HS Library Media Clerk (10.5mo/40hpw)	\$ 2,564.17 mo	R22-1	05/29/2014
66. Long, Huynh	Tech Support Spec I (12mo/40hpw)	\$ 4,099.20 mo	R41-1	05/29/2014

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
67. Eklund, Jeana	LVN (9.5mo/25hpw)	\$18.02 hr	R30-1	05/29/2014
68. Perry, Jennifer	LVN (9.5mo/25hpw)	\$18.02 hr	R30-1	05/29/2014
69. Steele, Theresa	HS Campus Supvr (9.5mo/17.5hpw)	\$15.93 hr	R25-1	05/29/2014
70. Vadurro, Shannon	FS Worker (9.5mo/15hpw)	\$12.14 hr	R14-1	05/29/2014
71. Zach, Kurt	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	05/29/2014

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**APPROVE PROMOTION**

<u>Name</u>	<u>Former Position</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
72. Rasmussen, Judy	Academic Advisor (10.75mo/40hpw)	Head Academic Advisor (10.75mo/40hpw)	R37-15	05/29/2014
73. Stilwagner, Lisa	Lead FS Worker I (9.5mo/30hpw)	Supvr IV, FS Operations (Temp/40hpw)	R36-10	06/02/2014- 06/24/2014
74. Korin, Lawing	Buyer (12mo/40hpw)	Facilities Planning Tech (12mo/40hpw)	R46-1	05/29/2014

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT  
PAY AT REGULAR RATE OF PAY**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
75. Bulloch, David	IF-Sp Ed TAA NTE 5.5 hrs (Accompany student to prom)	05/24/2014
76. Cox, Kimberly	IF-Sp Ed TAA NTE 5.5 hrs (Accompany student to prom)	05/24/2014
77. Gervais, Karen	IF-Sp Ed TAA NTE 5.5 hrs (Accompany student to prom)	05/24/2014
78. Slye, Sonja	Inst Asst-Sp Ed TAA NTE 56 hrs (Additional program support for science camp)	05/20/2014- 05/23/2014
79. Soto, Graciela	Student Supvr TAA NTE 6.5 hrs (Supervise students)	06/03/2014- 06/10/2014
80. Vargas, Soia	Student Supvr TAA NTE 6.5 hrs (Supervise students)	06/03/2014- 06/10/2014
81. Warren, Mary Lynn	IF-Sp Ed TAA NTE 64 hrs (Attend 5 <sup>th</sup> grade science camp)	05/20/2014- 05/23/2014
82. Whiting, Susan	IF-Sp Ed TAA NTE 5.5 hrs (Accompany student to prom)	05/24/2014
83. Williams, Ashley	IF-Sp Ed TAA NTE 53.5 hrs (Attend camp with Oso Grande)	04/22/2014- 04/25/2014

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**APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED  
FOR VACANT POSITION OR ABSENT EMPLOYEE**

<u>Name</u>	<u>Current Position</u>	<u>Position Sub As Needed</u>	<u>Range Step</u>	<u>Effective Date</u>
84. Janbay, Hala	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-1	03/10/2014- 06/24/2014
85. Macbeth, Jonell	Literacy Intervention Spec (9.5mo/17.5hpw)	IF-Sp Ed	R22-3	04/17/2014- 06/24/2014

**APPROVE LEAVES OF ABSENCE**

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
86. Anctil, Kellie	Personal	03/06/2014- 12/06/2014
87. Johnson, Jennifer	Personal	2014-2015
88. Strick, Carolyn	Personal	03/13/2014- 09/12/2014

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**ACCEPT RESIGNATIONS/TERMINATIONS**

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Arthur, Cheryl	Substitute Teacher	District Initiated	12/05/2006	05/08/2014
2. Diba-Afrasiabi, Mojgan	Substitute Adult Ed Teacher	District Initiated	11/23/2011	06/30/2014
3. Evingham, Tara	Substitute Teacher	District Initiated	02/14/2013	05/15/2014
4. Garcia, Steffanie	Teacher	Personal	08/30/2002	05/28/2014
5. Gilpin, Gail	Teacher	Retirement	09/05/1978	06/24/2014
6. Houston, Karen	Substitute Adult Ed Teacher	District Initiated	03/03/2011	06/30/2014
7. Kasper, Deborah	Substitute Teacher	District Initiated	09/02/2008	05/12/2014
8. Koen, Anne	Adult Ed Teacher	District Initiated	12/01/2010	06/30/2014
9. McManus, Paul	Adult Ed Teacher	District Initiated	11/23/2011	06/30/2014
10. Torres, Cristina	Teacher	Personal	09/01/2011	06/24/2014
11. Veravanich, Stephanie	Teacher	Child Care	08/28/2000	05/28/2014
12. Velarde, Deborah	Teacher	Retirement	02/07/1977	06/26/2014
13. Wood, Jennifer	Teacher	Child Care	08/22/2003	06/24/2014
14. Love, Errin	Teacher	Retirement	09/01/1989	06/26/2014
15. Tuttle, Barbara	Substitute Adult Ed Teacher	District Initiated	09/14/2011	06/30/2014

**APPROVE HOME/HOSPITAL TEACHERS**

Pay @ \$35.00 per hour

16. Bailey, Jeffrey	21. Antonatos, Rose Marie
17. Bento, Kelley	22. Bailey, Jeffrey
18. Fischer, Valery	23. Finnsson, Jamie
19. Workman, Kenneth	24. Martinez, Judith
20. Pagel, Velda	

**APPROVE SUBSTITUTE TEACHERS**

Pay @ \$90.00 per day

25. Espiritu, Erwin	26. Roberts, Nathan
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**APPROVE ADDITIONAL ASSIGNMENTS**

To Attend Olweus Bully Prevention Committee Meetings  
& Train Additional Staff Members - Marblehead

Not to exceed 14.5 hours non-instructional pay @ \$30.00 per hour  
04/03/2014-06/24/2014

27. Fontanes, Sarah	29. Randle, Liessa
28. Nusenow, Kristina	

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**APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)**

AP Review – Dana Hills HS

Not to exceed 7 hours instructional pay @ \$35.00 per hour  
04/15/2014-06/24/2014

- |                           |                        |
|---------------------------|------------------------|
| 30. Clarke, Kristine      | 38. Haninger, Corine   |
| 31. Coghill, Molly        | 39. Hulse, Michael     |
| 32. Compeon, Leo          | 40. Johnson, Georgette |
| 33. Dang, Dolores         | 41. Mairs, Robin       |
| 34. Degen, Marc           | 42. Prinz, Jeff        |
| 35. Dyer, Blair           | 43. Reischl, Virginia  |
| 36. Fenstermaher, Maryann | 44. Ritscher, Nate     |
| 37. Gammel, Mark          | 45. Sampson, Aufra     |

Teachers to Present at Common Core Training – Education Services

Not to exceed 5 hours non-instructional pay @ \$30.00 per hour  
03/31/2014-04/18/2014

- |                         |                  |
|-------------------------|------------------|
| 46. Robustelli, Lucille | 48. Wilmer, Trey |
| 47. Williams, Pam       |                  |

To Attend ELD Task Force Meetings – Education Services

Not to exceed 22 hours non-instructional pay @ \$ 30.00 per hour  
05/13/2014-06/30/2014

- |                        |                        |
|------------------------|------------------------|
| 49. Baptiste, Natalie  | 55. Lewis, Elizabeth   |
| 50. Barrosa, Maria     | 56. Manzotti, Maria    |
| 51. Bennett, Katie     | 57. Parr, Linda        |
| 52. Foster, Karin      | 58. Slee, Elisa        |
| 53. Frome, Lori        | 59. Sweeney, Lorena    |
| 54. Jacobson, Jennifer | 60. Villalba, Fernanda |

To Assist with Summer CELDT Parent Night, Voyager Implementation  
& Parent Homework Handbook – Education Services

Not to exceed 16 hours non-instructional pay @ \$30.00 per hour  
05/06/2014-06/24/2014

- |                              |                       |
|------------------------------|-----------------------|
| 61. Barrosa, Maria Christina | 70. Hebbard, Kristina |
| 62. Becerra, Jesus           | 71. Lane, Luanne      |
| 63. Butherford, Susanne      | 72. Murphy, Jodi      |
| 64. Carter, Thomas           | 73. Parr, Linda       |
| 65. Casebier, Diane          | 74. Peel, Maureen     |
| 66. Eltiste, Ellen           | 75. Pierce, Jonathan  |
| 67. Fiorenza, Lucy           | 76. Rivas, Trina      |
| 68. Furlong, Adriana         | 77. Rivero, Alison    |
| 69. Garcia, Monica           | 78. Vega, Lisette     |

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**APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)**

To Cover for a Psychologist who Resigned – Special Education  
Not to exceed 40 hours @ hourly per diem rate of \$68.91 per hour  
05/01/2014-06/30/2014

79. Casteel, Janice

To Provide Home/Hospital Instruction to Home/Hospital Bound Students – Student Services  
Not to exceed 5 hours per week instructional pay @ \$35.00 per hour  
04/30/2014-06/24/2014

80. Andreasen, Amy

81. Turney, Jason

To Attend Technology Training for Designated School Site Coordinators – TIS  
Not to exceed 3.0 hours non-instructional pay @ \$30.00 per hour  
05/01/2014-06/30/2014

- |                         |                         |
|-------------------------|-------------------------|
| 82. Andre, Marla        | 108. Hobb, Chuck        |
| 83. Andrews, Phillip    | 109. Johnston, Marianne |
| 84. Avera, Stephanie    | 110. Love, Jennifer     |
| 85. Beltran, Tony       | 111. Mackay, Frances    |
| 86. Bennett, Erin       | 112. Martin, Christine  |
| 87. Berrest, Stacy      | 113. Mayemura, Deanne   |
| 88. Billy, Cindy        | 114. Mayer, Lisa        |
| 89. Boelman, Tami       | 115. McCoy, Matthew     |
| 90. Brick, Jill         | 116. McGraw, Randall    |
| 91. Bundy, Kirk         | 117. McNamara, Sean     |
| 92. Burkhardt, Jennifer | 118. Noguez, Veronica   |
| 93. Cady, Scott         | 119. Noland, Jan        |
| 94. Cortez, Jennifer    | 120. Norgren, Kristina  |
| 95. Cotton, Melissa     | 121. O'Malley, Sylvia   |
| 96. Cutkomp, Tom        | 122. Palmer, Robin      |
| 97. Devaney, Brian      | 123. Perry, Johnnie     |
| 98. Emery, Melinda      | 124. Pino, David        |
| 99. Evanston, William   | 125. Pitkin, Bonny      |
| 100. Flynn, Laurie      | 126. Pulido, Pedro      |
| 101. Forster, Glen      | 127. Sabad, Bernardo    |
| 102. Freet, Jane        | 128. Sawdon, Kimberly   |
| 103. Frommholz, Eric    | 129. Schaefer, Melissa  |
| 104. Genschaw, Katie    | 130. Short, Curtis      |
| 105. Gonzalez, Shari    | 131. Stanley, Michael   |
| 106. Griffin, Suzanne   | 132. Steidle, Gwynne    |
| 107. Haupt, Mary        | 133. Stratford, Diana   |



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**APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)**

To Attend Technology Training for Designated School Site Coordinators – TIS (Cont'd)

Not to exceed e.0 hours non-instructional pay @ \$30.00 per hour

05/01/2014-06/30/2014

134. Sturdivant-Brown, Lori

136. Wilson, Duncan

135. Turner, Teresa

137. Wilson, Keith

**APPROVE CO-CURRICULAR ASSIGNMENTS**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
138. Rhodes, Mariela	Outdoor Education, Elementary	Las Palmas	\$ 110.00	05/30/2014- 05/31/2014
139. Becerra, Alejandra	Outdoor Education, Elementary	Las Palmas	\$ 110.00	05/16/2014- 05/17/2014
140. Romo Higley, Rosa	Outdoor Education, Elementary	Las Palmas	\$ 110.00	05/09/2014- 05/10/2014

**APPROVE CIF CO-CURRICULAR ASSIGNMENTS**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
141. Higginson, Patrick	Swimming, Girls' Varsity (Head)	Capistrano Valley HS	\$ 330.10	05/10/2014
142. Minier, Michael	Golf, Varsity (Head)	Capistrano Valley HS	\$ 330.10	05/10/2014
143. Yancey, Steven	Swimming, Boys' Varsity (Head)	Capistrano Valley HS	\$ 330.10	05/10/2014

**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
144. Polk, Rich	Volleyball, Girls' Varsity	Tesoro HS	\$ 3,300.00	11/07/2013- 02/28/2014

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**APPROVE LEAVES OF ABSENCE**

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
145.Bazansky, Heidi	Personal	2014/2015
146.Clark, Bernadette	Personal	2014/2015
147.Fragassi, Kari	Personal	2014/2015
148.Gray, Megan	Personal	2014/2015
149.Guarino, Jody	Personal	2014/2015
150.Guthrie, Krista	Personal	2014/2015
151.Halterman, Roger	Personal	2014/2015
152.Hammad, Sonja	Personal	2014/2015
153.Mossbarger, Christine	Personal	2014/2015
154.Todd, Jennifer	Personal	2014/2015

**APPROVE ASSIGNMENTS ON SUBJECT MATTER WAIVER**

<u>Name</u>	<u>School</u>	<u>Subject</u>	<u>Ed Code Provision</u>	<u>Effective Date</u>
155.Avera, Stephanie	Ladera Ranch MS	Intro to Computers	44256(b)	2013/2014
156.Martin, Debra	Aliso Niguel HS	Psychology	44865	2013/2014