

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

BOARD OF TRUSTEES
Regular Meeting

April 23, 2014

Closed Session 6:45 p.m.
Open Session 7:00 p.m.

AGENDA

CLOSED SESSION AT 6:45 P.M.

1. CALL TO ORDER

2. CLOSED SESSION COMMENTS

3. CLOSED SESSION (as authorized by law)

A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

EXHIBIT 3A

Dr. Joseph M. Farley/Clark Hampton/John Forney/Wendy Wiles/Jeff Hoskinson
Real Property, 4.038 gross acres of vacant land at 2 Liberty, Aliso Viejo, CA 92656
Under Negotiation: Term of payment
(Pursuant to Government Code §54956.8)

B. STUDENT EXPULSIONS

EXHIBIT 3B1-B6

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

C. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT

EXHIBIT 3C1-C5

1. Chief Communications Officer
 2. K-8 Principal
 3. Elementary Principal
 4. Director I, Construction
 5. Autism Specialist
- (Pursuant to Government Code §54957)

D. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

EXHIBIT 3D

(Pursuant to Government Code §54957)

PUBLIC HEARINGS:

Agenda Item #1 – Resolution No. 1314-40, An Increase in Statutory School Fees Imposed on New Residential and Commercial/Industrial Construction

Agenda Item #3 – Instructional Materials Recommended for Adoption: High School English Language Arts – English II Accelerated

Agenda Item #5 – Instructional Materials Recommended for Adoption: High School World Language – French IV for the International Baccalaureate Program, Standard Level and Higher Level

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

Eco-Adventure Center's Gray Whale Essay Contest Winners
Student Body President's Report – Aliso Niguel High School

BOARD AND SUPERINTENDENT COMMENTS

ORAL COMMUNICATIONS (Non-Agenda Items)

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

PUBLIC HEARING

- 1. PUBLIC HEARING: RESOLUTION NO. 1314-40, AN INCREASE IN STATUTORY SCHOOL FEES IMPOSED ON NEW RESIDENTIAL AND COMMERCIAL/INDUSTRIAL CONSTRUCTION PURSUANT TO EDUCATION CODE §17620 AND GOVERNMENT CODE §65995:**

INFORMATION/
DISCUSSION

The Board will conduct a public hearing on adopting Resolution No. 1314-40, An Increase in Statutory School Fees Imposed on New Residential and Commercial/Industrial Construction Pursuant to Education Code §17620 and Government Code §65995. Supporting information is located in Exhibit 2.

CUSD Strategic Plan Pillar 5: Effective Operations

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

Staff Recommendation

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

- 2. RESOLUTION NO. 1314-40, AN INCREASE IN STATUTORY SCHOOL FEES IMPOSED ON NEW RESIDENTIAL AND COMMERCIAL/INDUSTRIAL CONSTRUCTION PURSUANT TO EDUCATION CODE §17620 AND GOVERNMENT CODE § 65995:**

DISCUSSION/
ACTION
Page 1
EXHIBIT 2

AB 181 authorizes the State Allocation Board (SAB) to approve an increase in developer fees every two years. On January 22, 2014, the SAB authorized an increase in the amount of the developer fees that a school district can levy. Developer fees for new residential development were increased from \$3.20 to \$3.36 per square foot, and commercial/industrial fees were increased from \$0.51 to \$0.54 per square foot, as long as such increases are properly justified by the District pursuant to the law. State legislation pertaining to developer fees allows the increase of fees every two years, as determined by the SAB. This agenda item pertains to the adoption of Resolution No. 1314-40, An Increase in Statutory School Fees Imposed on New Residential and Commercial/Industrial Construction Pursuant to Education Code §17620 and Government Code §65995.

CUSD Strategic Plan Pillar 5: Effective Operations

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

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

Following discussion, it is recommended the Board of Trustees approve Resolution No. 1314-40, An Increase in Statutory School Fees Imposed on New Residential and Commercial/Industrial Construction Pursuant to Education Code §17620 and Government Code §65995.

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 _____

3. **PUBLIC HEARING: INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: HIGH SCHOOL ENGLISH LANGUAGE ARTS – ENGLISH II ACCELERATED:** INFORMATION/ DISCUSSION

The Board will conduct a public hearing on instructional materials recommended for adoption: high school English Language Arts – English II Accelerated. Supporting information is located in Exhibit 4.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

Staff Recommendation

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

4. **INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: HIGH SCHOOL ENGLISH LANGUAGE ARTS – ENGLISH II ACCELERATED:** DISCUSSION/ ACTION

A Districtwide teacher committee is requesting the adoption of *Bless Me, Ultima* by Rudolfo Anaya, published by Warner Books ©1972, for high school English Language Arts - English II Accelerated. This title was approved by the Instructional Materials Review Committee. It would be adopted for a seven-year period. The purchase of this supplemental title would be paid with site funds.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

Staff Recommendation

It is recommended the Board President recognize Michelle Le Patner, Assistant Superintendent, Education Services, Secondary, to present this item.

Following discussion, it is recommended the Board of Trustees approve the adoption of *Bless Me, Ultima* by Rudolfo Anaya, published by Warner Books ©1972, for high school English Language Arts - English II Accelerated.

Motion by _____	Seconded by _____
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5. **PUBLIC HEARING: INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: HIGH SCHOOL WORLD LANGUAGE – FRENCH IV FOR THE INTERNATIONAL BACCALAUREATE PROGRAM, STANDARD LEVEL AND HIGHER LEVEL:** INFORMATION/
DISCUSSION

The Board will conduct a public hearing on instructional materials recommended for adoption: high school World Language – French IV for the International Baccalaureate Program, Standard Level and Higher Level. Supporting information is located in Exhibit 6.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

Staff Recommendation

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

6. **INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: HIGH SCHOOL WORLD LANGUAGE – FRENCH IV FOR THE INTERNATIONAL BACCALAUREATE PROGRAM, STANDARD LEVEL AND HIGHER LEVEL:** DISCUSSION/
ACTION

A Districtwide teacher committee is requesting the adoption of *French B: IB Skills and Practice*, published by Oxford University Press ©2012, for high school World Language – French IV for the International Baccalaureate Program, Standard Level and Higher Level. This title was approved by the Instructional Materials Review Committee. It would be adopted for a seven-year period. Purchase of this supplemental title would be paid with site funds.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

Staff Recommendation

It is recommended the Board President recognize Michelle Le Patner, Assistant Superintendent, Education Services, Secondary, to present this item.

Following discussion, it is recommended the Board of Trustees approve the adoption of *French B: IB Skills and Practice*, published by Oxford University Press ©2012, for high school World Language – French IV for the International Baccalaureate Program, Standard Level and Higher Level.

Motion by _____ Seconded by _____

DISCUSSION/ACTION ITEMS

7. **REQUEST FOR CHARTER PETITION RENEWAL OF OXFORD PREPARATORY ACADEMY:** DISCUSSION/
ACTION

The District received the initial Oxford Preparatory Academy-South Orange County (OPA-SOC) Charter Petition on October 31, 2010. The District granted a three-year approval of the charter petition beginning with the 2011-2012 school year. In accordance with Education Code §47605(b), the District held a public hearing on the provisions of the charter to consider the level of support for the petition by parents, teachers, and employees of the District on January 22, 2014. Following the public hearing, the Board of Trustees formally accepted receipt of OPA-SOC's request to renew its charter petition. This item presents staff's recommendation regarding the approval of OPA-SOC's request for a five-year renewal of its charter petition. Due to the size of the Petition, a copy will be posted online on the District Board Agendas and Supporting Documentation page.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees consider the Request for Charter Petition Renewal of Oxford Preparatory Academy.

Motion by _____ Seconded by _____

8. REPORT ON COMMUNITY FACILITIES DISTRICTS:

The Board of Trustees will be provided with a report on Community Facilities Districts (CFDs) and how they are used to meet community facilities needs as a result of new development. The report will outline the impact CFDs have on various stakeholders including homeowners, cities, developers, school districts, and bond holders.

CUSD Strategic Plan Pillar 5: Effective Operations

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

INFORMATION/
DISCUSSION
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EXHIBIT 8

Staff Recommendation

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

9. RESOLUTION NO. 1314-41, RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 90-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (TALEGA), DECLARING INTENTION TO ADOPT LEVIES OF SPECIAL TAXES AT RATES LESS THAN THE MAXIMUM PERMITTED SPECIAL TAX RATES PURSUANT TO THE AMENDED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES OF COMMUNITY FACILITIES DISTRICT NO. 90-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (TALEGA) AND TAKING ACTIONS RELATED THERETO:

At the special Board meeting on March 7, 2014, the Board of Trustees directed staff to bring back to Trustees legal opinions on three questions relating to Community Facilities District (CFD) No. 90-2 (Talega). The questions related to potential levies of special taxes less than the Maximum Special Tax rates permitted under the applicable Amended Rate and Method of Apportionment (RMA) of Special Taxes of Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega) associated with applicable parcels within the boundaries of CFD No. 90-2. In addition, Trustees requested an opportunity to consider a levy of special taxes less than the Maximum Special Tax rates permitted under the Amended RMA.

CUSD Strategic Plan Pillar 5: Effective Operations

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

DISCUSSION/
ACTION
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EXHIBIT 9

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees consider Resolution No. Resolution No. 1314-41, Resolution of the Board of Trustees of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega), Declaring Intention to Adopt Levies of Special Taxes at Rates Less Than the Maximum Permitted Special Tax Rates Pursuant to the Amended Rate and Method of Apportionment of Special Taxes of Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega) and Taking Actions Related Thereto.

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

10. AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS BETWEEN THE FOUNDATION FOR AFFORDABLE HOUSING II, INCORPORATED, AND THE CAPISTRANO UNIFIED SCHOOL DISTRICT:

On March 5, 2007, the District entered into a purchase and sale agreement with the Foundation for Affordable Housing II, Incorporated (Foundation), for the purchase of certain surplus real property owned by the District at 2 Liberty in Aliso Viejo (Property). The Foundation intended to purchase the Property for \$6.10 million in order to develop an affordable senior housing project. Due to delays in obtaining entitlements from the City of Aliso Viejo, the sale of the Property was delayed. The Foundation, however, is again moving forward with entitlements through the City, and, as a result, has negotiated an amended and restated purchase and sale agreement with the District, setting forth a new time table to complete the purchase of the Property.

CUSD Strategic Plan Pillar 5: Effective Operations

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

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

Following discussion, it is recommended the Board of Trustees approve the Amended and Restated Purchase and Sale Agreement and Escrow Instructions Between the Foundation for Affordable Housing II, Incorporated, and the Capistrano Unified School District.

Motion by _____	Seconded by _____
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11. CAPISTRANO UNIFIED EDUCATION ASSOCIATION CONTRACT REOPENER PROPOSAL, 2014-2015 SCHOOL YEAR:

The current collective bargaining agreement between the District and Capistrano Unified Education Association (CUEA) expires on June 30, 2014. On March 26, 2014, CUEA presented the District with the association's proposal. Board Policy 4143.1, Public Notice-Issues of Meeting and Negotiations, describes the steps to be taken by the Board and its authorized representatives in order to enter into a new agreement with an exclusive bargaining unit.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

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EXHIBIT 10

DISCUSSION/
ACTION
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EXHIBIT 11

Staff Recommendation

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

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

Motion by _____ Seconded by _____

12. RESOLUTION NO. 1314-43, CLASSIFIED LAYOFF NON-MANAGEMENT EMPLOYEES:

With the economic recovery, the District will not be recommending classified layoffs for general fund budget reduction purposes. The purpose of this resolution is to eliminate vacant positions no longer intended to be filled and eliminate positions due to the lack of certainty surrounding existing categorical funding sources. California Education Code §45117 (a) states: When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and classified employees will be subject to layoff for lack of funds, the employees to be laid off at the end of the school year shall be given written notice on or before April 29 informing them of their layoff effective at the end of the school year and of their displacement rights, if any, and reemployment rights. However, if the termination date of any specially funded program is other than June 30, the notice shall be given not less than 60 days prior to the effective date of their layoff. In addition, §45117, states classified employees may be laid off due to a bona fide reduction, elimination of a service being performed, or lack of funds. The layoff process considers length of service (e.g., seniority) and any other higher classifications, with no skipping permitted for special expertise. This year with the implementation of the Local Control Funding Formula, categorical funding revenues have become embedded into the funding system. As a result, uncertainty remains regarding categorical funding sources; therefore, the District must consider eliminating positions due to a lack of funds. In addition, grant-funded and fee-based programs, permitted by law, are also uncertain at this time. As of January 1, 2013, classified employees must now be given a sixty (60) day notice prior to the effective date of any layoff. Individuals laid off shall be eligible for reemployment for a period of 39 months pursuant to Education Code §45298. Open/vacant positions will no longer encumber funds from general or restricted budgets. Positions funded through categorical revenues will be eliminated, preventing the general fund from incurring those expenses if not eliminated.

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, who will present this item.

Following discussion, it is recommended the Board of Trustees approve Resolution No. 1314-43, Classified Layoff Non-Management Employees, in the designated classifications.

Motion by _____ Seconded by _____

ROLL CALL:

Student Advisor Leilah Rodriguez ____

Trustee Addonizio _____

Trustee Bryson _____

Trustee Hanacek _____

Trustee Hatton-Hodson _____

Trustee Pritchard _____

Trustee Reardon _____

Trustee Alpay _____

INFORMATION/
DISCUSSION
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EXHIBIT 12

13. PROPOSED 2014-2015 SCHOOL CALENDAR:

In November 2006, a Calendar Task Force was established. The Task Force meets annually to reach consensus on recommended school calendars for upcoming school years. The committee utilizes the following tenets in making recommendations for school calendars: the calendar should support the educational purpose of the District; Student holidays, aside from legal holidays, should be minimized and placed strategically in order to optimize learning; to the extent possible, the calendar should follow a consistent pattern from year to year so teachers can plan for instruction and families can make long-range plans; to the extent possible, the calendar should retain some of the features that produced the higher District revenue realized during the three-year pilot as a result of increased Average Daily Attendance.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

Staff Recommendation

It is recommended the Board President recognize Michelle LePatner, Assistant Superintendent, Education Services, Secondary, to present this item.

Following discussion, it is recommended the Board of Trustees approve the proposed 2014-2015 School Calendar.

Motion by _____ Seconded by _____

14. INSTRUCTIONAL MATERIALS RECOMMENDED FOR PILOT: ELEMENTARY SCHOOL LANGUAGE ARTS/TWO-WAY IMMERSION LANGUAGE ARTS:

A teacher committee at Las Palmas Elementary School is requesting to pilot a writing program entitled: *Writing Reform and Innovation for Teaching Excellence* (WRITE), published by the San Diego County Office of Education, ©2002 (revised 2013). The WRITE pilot program would be implemented in K-5 Language Arts at Las Palmas Elementary School throughout the 2014-2015 school year. The cost of this supplemental program is subscription based and would be paid with site Title I funds. This pilot program was approved by the Instructional Materials Review Committee.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the pilot of *Writing Reform and Innovation for Teaching Excellence* (WRITE), published by the San Diego County Office of Education, ©2002 (revised 2013) for use with K-5 Language Arts and Two-Way Language Arts at Las Palmas Elementary School for the 2014-2015 school year.

Motion by _____ Seconded by _____

DISCUSSION/
ACTION
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EXHIBIT 13

DISCUSSION/
ACTION

15. CONSIDERATION TO ALLOW A MULTI-SCHOOL AGREEMENT BETWEEN THE CAPISTRANO UNIFIED SCHOOL DISTRICT SCHOOLS IN THE COAST VIEW ATHLETIC ASSOCIATION AND CAPISTRANO CONNECTIONS ACADEMY CHARTER SCHOOL:

DISCUSSION/
ACTION
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EXHIBIT 15

This agreement would enable students enrolled at Capistrano Connections Academy Charter School to participate in athletic programs and competitions for the comprehensive District high school within the student's attendance boundary. This agreement was proposed to the Coast View Athletic Association and its members on January 22, 2014, and was unanimously voted down. District Board approval would send this item to the California Interscholastic Federation Southern Section for consideration of an appeal.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

Staff Recommendation

It is recommended the Board President recognize Michelle Le Patner, Assistant Superintendent, Education Services, Secondary, to present this item.

Following discussion, it is recommended the Board of Trustees approve the Multi-School Agreement between the Capistrano Unified School District schools in the Coast View Athletic Association and Capistrano Connections Academy Charter School.

Motion by _____ Seconded by _____

16. RESOLUTION NO. 1314-42, RIGHT OF ENTRY LICENSE AGREEMENT BETWEEN THE CITY OF SAN JUAN CAPISTRANO AND THE CAPISTRANO UNIFIED SCHOOL DISTRICT AND TAKING ACTIONS RELATED THERETO:

DISCUSSION/
ACTION
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EXHIBIT 16

The City of San Juan Capistrano desires to engage in a public construction project (Retaining Wall Project) on property owned by the City of San Juan Capistrano, which is directly adjacent to District property located at 31422 Camino Capistrano (Junipero Serra High School). The proposed Retaining Wall Project includes the construction of a retaining wall and related improvements, along certain portions of El Camino Real at Don Juan Avenue in the City of San Juan Capistrano. The Board of Trustees is considering a temporary Right of Entry License Agreement with the City of San Juan Capistrano, granting the City and its authorized agents access over portions of Junipero Serra High School beginning June 25, 2014, and terminating no later than September 1, 2014, in order to complete the Retaining Wall Project.

CUSD Strategic Plan Pillar 5: Effective Operations

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees adopt Resolution No. 1314-42, Right of Entry License Agreement Between the City of San Juan Capistrano and the Capistrano Unified School District and Taking Actions Related Thereto.

Motion by _____ Seconded by _____

ROLL CALL:

Student Advisor Leilah Rodriguez ____

Trustee Addonizio _____

Trustee Bryson _____

Trustee Hanacek _____

Trustee Hatton-Hodson _____

Trustee Pritchard _____

Trustee Reardon _____

Trustee Alpay _____

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

17. SCHOOL BOARD MINUTES:

Approval of the minutes of the March 25, 2014, regular Board meeting.

Contact: Jane Boos, Manager, Board Office Operations

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EXHIBIT 17

CURRICULUM & INSTRUCTION

18. PETITION TO WAIVE CALIFORNIA HIGH SCHOOL EXIT EXAM:

Approval to waive California Education Code §60851(c) and Board Policy 6162.52 for five students who have completed all requirements for passing the California High School Exit Examination (CAHSEE) subtest in Mathematics and/or English/Language Arts, case number 1314-021 through 1314-025. 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

19. MEMORANDUM OF UNDERSTANDING WITH NEXTEd, THE FEDERAL INVESTING IN INNOVATION (i3) GRANT AWARDEE:

Approval of the Memorandum of Understanding (MOU) with NextEd, the federal Investing in Innovation (i3) grant awardee. NextEd contracted with Project Lead the Way (PLTW) to provide programs, services, and materials to school districts participating in the study. NextEd developed an MOU with all schools participating in the PLTW implementation. NextEd and PLTW selected the schools to participate in the study. The District was asked to submit for all high schools, but only Capistrano Valley High School (CVHS) was approved. The PLTW course(s), professional development, and materials will be utilized as part of the new Science, Technology, Engineering, and Mathematics Career Academy at CVHS. This MOU details the agreement between NextEd, PLTW, and the District. NextEd will offer PLTW materials, technology hardware, resources, professional development, and data support for evaluation. NextEd will provide additional information on the exact amount of funds CVHS will receive in programs, services, and materials. This MOU covers the period starting from March 2014 through December 2018.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

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EXHIBIT 19

20. COUNSELING INTERN AGREEMENTS:

Approval of the School Counselor Candidate Practicum/Fieldwork Agreement with Concordia University Irvine and the Fieldwork Training Affiliation Agreement with Capella University. School counseling plays a vital role in supporting a safe school climate. The use of school counselor interns within the District provides additional resources for schools while providing an opportunity for field work for students in a credentialed counseling program. The school counseling field study program works similar to the student teaching program. A mentor counselor oversees the intern in practical counseling experiences, including: group and individual counseling; familiarization with 504s, SSTs, IEPs; working with school-based programs (e.g., Character Counts, PBIS, GRIP, and anti-bullying programs); and becoming familiar with school based and community resources.

CUSD Strategic Plan Pillar 2: Safe and Healthy Schools

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

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EXHIBIT 20

21. MEMORANDUM OF UNDERSTANDING AGREEMENT FOR THE CALIFORNIA HEALTHY KIDS SURVEY:

Approval of the Memorandum of Understanding (MOU) Agreement for the California Healthy Kids Survey (CHKS) for the 2013-2014 school year. CHKS provides a reliable and cost-effective method of collecting countywide data on student health-risk behaviors and youth development factors that are used by the Orange County Health Care Agency (HCA) and schools, districts, and many community-level youth-oriented programs. To ensure the continuing availability of such countywide CHKS data for the 2013-2014 school year, HCA is providing funding to administer the CHKS for Orange County school districts not receiving Tobacco Use Prevention Education funds. The survey is administered by WestEd and costs \$.30 per pupil. Duplicating costs are approximately \$2,000. This MOU will provide \$7,740 in funding from the HCA to cover the costs associated with the survey.

CUSD Strategic Plan Pillar 2: Safe and Healthy Schools

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

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EXHIBIT 21

BUSINESS & SUPPORT SERVICES

22. 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 \$3,894,443.59 and the commercial warrants total \$8,427,325.21. 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 22

23. DONATION OF FUNDS AND EQUIPMENT:

Approval of donations of funds and equipment. A number of gifts have been donated to the District, including \$282,866.62 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 23

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

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EXHIBIT 24

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 three new agreements totaling \$63,620, eight new agreement ratifications totaling \$152,981, five extensions to an existing agreement totaling \$86,000, one extension ratification to an existing agreement totaling \$2,500, three amendments to an existing agreement totaling \$166,000, and two amendment ratifications to an existing agreement totaling \$7885. 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

25. SPECIAL EDUCATION SETTLEMENT AGREEMENTS:

Approval of the ratification of special education Settlement Agreement Case #2014020376, Informal Dispute Resolution Agreement Case #024714, Case #035114, Case #035214, Case #035514, Case #036114, Case #045113, Case #055613, and Case #070313. Due to the confidential nature of the agreements, supporting information is provided to Trustees under separate cover. Expenditures under these agreements are limited to \$44,118, funded by special education funds.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

26. SPECIAL EDUCATION SETTLEMENT AGREEMENT:

Approval of special education Settlement Agreement Case #2014020119. Due to the confidential nature of the agreement, supporting information is provided to Trustees under separate cover. Expenditures under this agreement are limited to \$35,192, funded by special education funds.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

27. MEMORANDUM OF UNDERSTANDING AGREEMENT FOR STUDENT TRANSFERS TO THE COMMUNITY SCHOOL PROGRAM AND SPECIAL SCHOOLS AND SERVICES PROGRAM WITH THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS AND THE DISTRICT:

Page 341
EXHIBIT 27

Approval of the Memorandum of Understanding (MOU) Agreement for Student Transfers to the Community School Program and Special Schools and Services Program with the Orange County Superintendent of Schools (OCDE) and the District. Under the previous funding method, the transfer of funds to the County was automatic. Under the new funding formula, it is expected the state will develop an automatic funding method; therefore, during the transition, the District will need an MOU agreement with the OCDE to formalize a fund transfer agreement. This agreement allows the District to continue to transfer funds to the OCDE for the students served by their programs.

CUSD Strategic Plan Pillar 5: Effective Operations

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

28. AGREEMENT FOR ARCHITECTURAL AND RELATED SERVICES WITH HMC GROUP:

Approval of Agreement for Architectural and Related Services with HMC Group (HMC) to provide services related to the design and construction of the new K-8 School in Rancho Mission Viejo (Project). HMC will be the architect of record with the Division of State Architect on the Project. The Project construction budget is \$24M. HMC's fixed fee for basic services is \$1,387,200, plus reimbursable expenses, funded from the Rancho Mission Viejo mitigation payments per agreement. Due to the size of the Agreement, the document 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

29. NETWORK SUPPORT SERVICES AGREEMENT – ORANGE COUNTY SUPERINTENDENT OF SCHOOLS:

Approval of the Network Support Services Agreement with the Orange County Superintendent of Schools to provide network support services for data connectivity to the District at a cost not-to-exceed \$1,500 for the period of July 1, 2014, through June 30, 2015.

CUSD Strategic Plan Pillar 5: Effective Operations

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

Page 351
EXHIBIT 29

30. AWARD REQUEST FOR PROPOSAL NO. 6-1314, CREDIT RECOVERY SERVICE, APEX LEARNING, INCORPORATED:

Approval of the award of Request for Proposal No. 6-1314, Credit Recovery Service to Apex Learning, Incorporated. The District received three proposals. Apex Learning, Incorporated was selected based on the company's competence and experience in providing a comprehensive, integrated, full-featured program using a web-based architecture. The program offers a prescriptive component, training in its effective use, technical support, and staff development in meeting the needs of all District students. The custom Apex Learning Bundle includes Comprehensive Courses, Tutorials, and CAHSEE Exam Prep. The total expenditure under this contract will be \$121,000 annually, funded from Adult Education Tier III funds. The contract term is July 1, 2014, through June 30, 2018. The proposal, evaluation criteria, and rating sheets are available in the Purchasing Department for review. For more information, please contact Terry Fluent, Director, Purchasing, at (949) 234-9436.

CUSD Strategic Plan Pillar 5: Effective Operations

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

Page 359
EXHIBIT 30

31. AMENDMENT TO THE AGREEMENT ARCHITECTURAL SERVICES - WLC ARCHITECTS INCORPORATED:

Approval of the Amendment to the Agreement Architectural Services with WLC Architects (WLC) to add the Ladera Ranch Middle School (LRMS) Modular Classroom Buildings Project (Project), and the San Juan Hills High School (SJHHS) Modular Classroom Buildings Project (Project) and Scoreboard Project. The costs for services are \$29,350 for the LRMS Project, \$59,940 for the SJHHS Project, and \$9,120 for the SJHHS Scoreboard Project. The scope of work and services are as indicated in each proposal. The services related to these projects increase the not-to-exceed amount on the contract to \$850,000, funded by Measure A, Developer Fees, Community Facilities District funds, and donations.

CUSD Strategic Plan Pillar 5: Effective Operations

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

Page 369
EXHIBIT 31

32. **AMENDMENT TO AGREEMENT BID NO. 1011-13, SNACK AND BEVERAGE PRODUCTS, A&R WHOLESALE DISTRIBUTORS, INCORPORATED:** Page 409
EXHIBIT 32
- Approval of the Amendment to Agreement Bid No. 1011-13 for snack and beverage products provided by A&R Wholesale Distributors, Incorporated. This contract shall be amended increasing the not-to-exceed amount to \$850,000 annually for additional snack and beverage products, as needed by the District. The additional purchase of snack and beverage products is due to the change in the U.S. Department of Agriculture regulations for menus and an increase in ordering whole grain items and canned goods to accommodate the new regulations. Purchases utilizing this contract are funded by Food and Nutrition Services.
- CUSD Strategic Plan Pillar 5: Effective Operations*
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
33. **AMENDMENT TO AGREEMENT BID NO. 1011-14, GROCERY PRODUCTS, A&R WHOLESALE DISTRIBUTORS, INCORPORATED:** Page 433
EXHIBIT 33
- Approval of the Amendment to Agreement Bid No. 1011-14 for grocery products provided by A&R Wholesale Distributors, Incorporated. This contract shall be amended increasing the not-to-exceed amount to \$140,000 annually for additional grocery products, as needed by the District. The additional purchase of grocery products is due to the change in the U.S. Department of Agriculture regulations for menus and an increase in ordering whole grain items and canned goods to accommodate the new regulations. Purchases utilizing this contract are funded by Food and Nutrition Services.
- CUSD Strategic Plan Pillar 5: Effective Operations*
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
34. **AMENDMENT TO AGREEMENT BID NO. 1314-15, CO-CURRICULAR BUS SERVICE, FIRST STUDENT, INCORPORATED:** Page 463
EXHIBIT 34
- Approval of the Amendment to Agreement Bid No. 1314-15 for co-curricular bus service provided by First Student, Incorporated, adding special conditions to the contract. Changes to the contract language were negotiated related to Hold Harmless and Disputes as shown in Exhibit A to the Amendment. Annual expenditures utilizing this contract are estimated to be \$50,000, funded by the appropriate accounts, including ASB and parent groups.
- CUSD Strategic Plan Pillar 5: Effective Operations*
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
35. **AMENDMENT TO AGREEMENT BID NO. 1314-19, ROOF REPAIRS AND MAINTENANCE DISTRICTWIDE, ARCHITECTURAL ROOFING SYSTEMS, INCORPORATED DBA PACIFIC ROOFING SYSTEMS:** Page 473
EXHIBIT 35
- Approval of the Amendment to Agreement Bid No. 1314-19 for roof repairs and maintenance Districtwide provided by Architectural Roofing Systems, Incorporated, dba Pacific Roofing Systems. This amended contract reduces the Faithful Performance Bond and the Payment Bond each to \$250,000 from \$750,000. Annual expenditures utilizing this contract are not-to-exceed \$750,000, funded by the appropriate accounts.
- CUSD Strategic Plan Pillar 5: Effective Operations*
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
36. **AMENDMENT TO INTERNET NETWORK SUPPORT SERVICES AGREEMENT, ORANGE COUNTY SUPERINTENDENT OF SCHOOLS:** Page 483
EXHIBIT 36
- Approval of the Amendment to the Internet Network Support Services Agreement with the Orange County Superintendent of Schools to provide Internet access and support to the District. This amendment changes the contract term. This contract will end June 30, 2014, at an annual fee of \$78,000, paid from the general fund.
- CUSD Strategic Plan Pillar 5: Effective Operations*
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

37. DECLARATION OF SURPLUS ITEMS:

Approval of the declaration of surplus items listed and described as surplus, and the approval of the public and private disposition of the surplus items in accordance with Education Code §§17545-17546 and Board Policy 3270. District schools and programs have accumulated various pieces of equipment, vehicles, materials, and other items that are beyond economical repair, obsolete, no longer required within the current curriculum, or necessary for any other school purpose. These items will be disposed of by public sale, or if no reasonable bids are received, by private sale for salvage. All items are subject to reallocation within the District prior to sale or disposal. Revenues from the sale are unknown. Sale proceeds may be deposited into the original fund from which the purchase was made.

CUSD Strategic Plan Pillar 5: Effective Operations

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

Page 491

EXHIBIT 37

38. ~~ADVERTISE BID NO. 1415-07, ABATEMENT SERVICES:~~

~~Approval to advertise Bid No. 1415-07 to provide abatement services 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 abatement work. Annual expenditures utilizing this contract are not to exceed \$250,000, funded by deferred maintenance, routine restricted maintenance, and modernization 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*~~

Pulled on

4/18/14

39. ~~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*~~

Pulled on

4/18/14

40. LOS ALAMITOS UNIFIED SCHOOL DISTRICT BID NO. 2010-0001, PURCHASE, RELOCATION, DISMANTLE AND REMOVAL OF DEPARTMENT OF STATE ARCHITECT (DSA) APROVED PORTABLE CLASSROOMS DISTRICTWIDE, SILVER CREEK INDUSTRIES, INCORPORATED:

Approval to utilize the Los Alamitos Unified School District Bid No. 2010-0001 for the purchase, relocation, dismantle, and removal of DSA approved portable classroom buildings from Silver Creek Industries, Incorporated, under the same terms and conditions of the public agency's contract. This contract provides competitive set pricing for portable classroom buildings, as needed, throughout the District. Annual expenditures utilizing this contract are estimated to be \$750,000, funded by developer fees. 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

PERSONNEL SERVICES

41. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CLASSIFIED EMPLOYEES:

Page 493
EXHIBIT 41

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

42. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED EMPLOYEES:

Page 507
EXHIBIT 42

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

43. QUARTERLY REPORT – WILLIAMS SETTLEMENT UNIFORM COMPLAINT:

Page 515
EXHIBIT 43

Acceptance of Williams Settlement Third Quarter Report. As a result of the Williams Settlement, Education Code §35186 mandates school districts establish policies and procedures to resolve deficiencies related to textbooks and instructional materials, teacher vacancies or misassignments, facility conditions posing a threat to student/staff health or safety, and instruction and services for the California High School Exit Examination. Furthermore, the law requires that any deficiencies or complaints be reported to the Board of Trustees at a regularly scheduled public meeting each quarter. There are no deficiencies or complaints to report this quarter.

CUSD Strategic Plan Pillar 5: Effective Operations.

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

Motion by _____

Seconded by _____

ROLL CALL:

Student Advisor Leilah Rodriguez ____

Trustee Addonizio _____

Trustee Bryson _____

Trustee Hanacek _____

Trustee Hatton-Hodson _____

Trustee Pritchard _____

Trustee Reardon _____

Trustee Alpay _____

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

ADJOURNMENT

Motion by _____

Seconded by _____

**THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS WEDNESDAY,
MAY 14, 2014, 7:00 P.M. AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE
BOARD ROOM, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA**

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

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

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

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

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

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

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

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

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

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

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

REASONABLE ACCOMMODATION

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1314-40

**AN INCREASE IN STATUTORY SCHOOL FEES IMPOSED ON NEW RESIDENTIAL
AND COMMERCIAL/INDUSTRIAL CONSTRUCTION PURSUANT TO EDUCATION
CODE §17620 AND GOVERNMENT CODE §65995**

WHEREAS, the Board of Trustees of the Capistrano Unified School District (District) provides for the educational needs for Grade K-12 students within the Cities of Aliso Viejo, Dana Point, Mission Viejo, Rancho Santa Margarita, San Clemente, San Juan Capistrano, and Laguna Niguel, (collectively, Cities) and portions of unincorporated areas of the County of Orange (County); and

WHEREAS, on January 22, 2014, the State Allocation Board (SAB) authorized an adjustment in the Statutory School Fee amounts for unified school districts pursuant to Government Code §65995(b)(3) to Three and 36/100 Dollars (\$3.36) per square foot for assessable space of new residential construction (Residential Statutory School Fees) and Fifty-Four Cents (\$0.54) per square foot of chargeable covered and enclosed space for the categories of new commercial/industrial construction (Commercial/Industrial Fees and collectively, Statutory School Fees), as long as such increases are properly justified by the District pursuant to law; and

WHEREAS, new residential and commercial/industrial construction continues to generate additional students for the District's schools and the District is required to provide school facilities (School Facilities) to accommodate those students; and

WHEREAS, overcrowded schools within the District have an impact on the District's ability to provide an adequate quality education and negatively impact the educational opportunities for the District's students; and

WHEREAS, the District does not have sufficient funds available for the construction or reconstruction of the School Facilities, including acquisition of sites, construction of permanent School Facilities, and acquisition of interim School Facilities, to accommodate students from new residential and commercial/industrial construction; and

WHEREAS, the Board of Trustees has received and considered reports entitled, Residential Development School Fee Justification Study and Commercial/Industrial Development School Fee Justification Study (Studies) which include information, documentation, and analysis of the School Facilities needs of the District, including: (a) the purpose of the Statutory School Fees; (b) the use to which the Statutory School Fees are to be put; (c) the nexus (roughly proportional and reasonable relationship) between the residential and commercial/industrial construction and (1) the use for Statutory School Fees, (2) the need for School Facilities, (3) the cost of School Facilities and the amount of Statutory School Fees from new residential and commercial/industrial construction; (d) a determination of the impact of the increased number of employees anticipated to result from the commercial/industrial construction (by category) upon the cost of providing School Facilities within the District; (e) an evaluation and projection of the number of students that will be generated by new residential construction; (f) the new School Facilities that will be required to serve such students; and (g) the cost of such School Facilities; and

WHEREAS, the Studies pertaining to the Statutory School Fees and to the capital facilities needs of the District has been available to the public for at least ten (10) days before the Board considered at a regularly scheduled public meeting the increase in the Statutory School Fees; and

WHEREAS, all notices of the proposed increase in the Statutory School Fees have been given in accordance with applicable law; and

WHEREAS, a public hearing was duly held at a regularly scheduled meeting of the Board relating to the proposed increase in the Statutory School Fees on April 23, 2014; and

WHEREAS, as to the Statutory School Fees, Education Code §17621 provides that the adoption, increase or imposition of any fee, charge, dedication, or other requirement, pursuant to Education Code §17620 shall not be subject to the California Environmental Quality Act, Division 13 (commencing with §21000) of the Public Resources Code.

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

Section 1. The Board of Trustees accepts and adopts the Studies.

Section 2. The Board of Trustees finds that the purpose of the Statutory School Fees imposed upon new residential construction are to fund the additional School Facilities required to serve the students generated by the new residential construction upon which the Statutory School Fees are imposed.

Section 3. The Board of Trustees finds the Statutory School Fees imposed on new residential construction will be used only to finance those School Facilities described in the Studies and related documents, and that these School Facilities are required to serve the students generated by the new residential construction within the District; and that the use of the Statutory School Fees will include construction or acquisition of additional School Facilities, remodeling existing School Facilities to add additional classrooms, and technology, and acquiring and installing additional portable classrooms and related School Facilities, with the specific location of new schools, remodeling of existing School Facilities, and additional portables to be determined based on the residence of the students being generated by such new residential construction, as well as any required central administrative and support facilities, within the District.

Section 4. The Board of Trustees finds that there is a roughly proportional, reasonable relationship between the use of the Statutory School Fees and the new residential construction within the District because the Statutory School Fees imposed on new residential construction by this Resolution will be used to fund School Facilities that will be used to serve the students generated by such new residential construction.

Section 5. The Board of Trustees finds that there is a roughly proportional, reasonable relationship between the new residential construction upon which the Statutory School Fees are imposed, and the need for additional School Facilities in the District because new students will be generated from new residential construction within the District and the District does not have student capacity in the existing School Facilities to accommodate these students.

Section 6. The Board of Trustees finds that the amount of the Statutory School Fees imposed on new residential construction as set forth in this Resolution is roughly proportional and reasonably related to, and does not exceed the cost of, providing the School Facilities required to serve the students generated by such new residential construction within the District.

Section 7. The Board of Trustees finds that the purpose of the Statutory School Fees imposed on new commercial/industrial construction is to fund the additional School Facilities required to serve the students generated by the new commercial/industrial construction upon which the Commercial/Industrial Fees are imposed.

Section 8. The Board of Trustees finds that the Statutory School Fees imposed on new commercial/industrial construction (by category) will be used only to finance those School Facilities described in the Studies and related documents and that these School Facilities are required to serve the students generated by such new commercial/industrial construction; and that the use of the Statutory School Fees will include construction or acquisition of additional School Facilities, remodeling existing School Facilities to add additional classrooms and technology, and acquiring and installing additional portable classrooms and related facilities, with the specific location of new schools, remodeling of existing School Facilities, and additional portables to be determined based on the residence of the students being generated by such new commercial/industrial construction, as well as any required central administrative and support facilities within the District.

Section 9. The Board of Trustees finds that there is a roughly proportional, reasonable relationship between the use of the Statutory School Fees and new commercial/industrial construction by category within the District because the Statutory School Fees imposed on commercial/industrial construction by this Resolution will be used to fund School Facilities which will be used to serve the students generated by such new commercial/industrial construction.

Section 10. The Board of Trustees finds that there is a roughly proportional, reasonable relationship between the new commercial/industrial construction by category, upon which the Statutory School Fees are imposed, and the need for additional School Facilities in the District because new students will be generated from new commercial/industrial construction within the District and the District does not have student capacity in the existing School Facilities to accommodate these students.

Section 11. The Board of Trustees finds that the amount of the Statutory School Fees imposed on new commercial/industrial construction by category as set forth in this Resolution is roughly proportional and reasonably related to and does not exceed the cost of providing the School Facilities required to serve the students generated by such new commercial/industrial construction within the District.

Section 12. The Board of Trustees finds that a separate fund (Fund) of the District and two or more sub-funds (Sub-Funds) have been created or are authorized to be established for all monies received by the District for the deposit of Statutory School Fees and mitigation payments ("Mitigation Payments") imposed on construction within the District and that said Fund and Sub-Funds at all times have been separately maintained, except for temporary investments, with other funds of the District as authorized by law.

Section 13. The Board of Trustees finds that the monies of the separate Fund or the separate Sub-Funds described in Section 12, consisting of the proceeds of Statutory School Fees and Mitigation Payments have been imposed for the purposes of constructing and reconstructing those School Facilities necessitated by new residential and/or commercial/industrial construction, and thus, these monies may be expended for all those purposes permitted by applicable law. The Statutory School Fees may also be expended by the District for the costs of performing any study or otherwise making the findings and determinations required under subdivisions (a), (b), and (d) of §66001 of the Government Code. In addition, the District may also retain, as appropriate, an amount not to exceed in any fiscal year, three percent (3%) of the fees collected in that fiscal year pursuant to Education Code §17620 for reimbursement of the administrative costs incurred by the District in collecting the Statutory School Fees.

Section 14. The Board of Trustees hereby increases the Statutory School Fees as a condition of approval of new residential development projects and imposes the Statutory School Fees on such development projects in the following amounts:

- (a) Three and 36/100 Dollars (\$3.36) per square foot of assessable space for new residential construction, including new residential projects, manufactured homes and mobile homes as authorized under Education Code §17625, and including residential construction or reconstruction other than new construction where such construction or reconstruction results in an increase of assessable space, as defined in Government Code §65995, in excess of five hundred (500) square feet.
- (b) Fifty-Four Cents (\$0.54) per square foot of assessable space, for new residential construction used exclusively for the housing of senior citizens, as described in Section 51.3 of the Civil Code or as described in subdivision (k) of §1596.2 of the Health and Safety Code or a multi level facility as described in paragraph 9 of subdivision (d) of Government Code §15432 or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

Section 15. The Board of Trustees hereby increases the Statutory School Fees as a condition of approval of new commercial/industrial construction projects and levies the Statutory School Fees on such development projects in the following amounts per square foot of chargeable covered and enclosed space for all categories of commercial/industrial construction to \$0.54 per square foot, with the exception of self-storage, which shall be levied at \$0.037 per square foot.

Section 16. The proceeds of the Statutory School Fees increased and established pursuant to this Resolution shall continue to be deposited into those Sub-Funds of the Funds identified in Section 12 of this Resolution, the proceeds of which shall be used exclusively for the purpose for which the Statutory School Fees are to be collected, including, as to Statutory School Fees, accomplishing any study, findings or determinations required by subdivisions (a), (b) and (d) of §66001 of the Government Code, or retaining an amount not to exceed in any fiscal year, three percent (3%) of the fees collected in that fiscal year pursuant to Education Code §17620 for reimbursement of the administrative costs incurred by the District in collecting the Statutory School Fees or in financing the described Studies or in defending the imposition of Statutory School Fees.

Section 17. The District's Superintendent, or designee, is directed to cause a copy of this Resolution to be delivered to the building officials of the Cities and the County, as well as the Office of Statewide Health Planning and Development (OSHDP), along with a copy of all the supporting documentation referenced herein and a map of the District clearly indicating the boundaries thereof, advising the Cities, the County and OSHDP that new residential and commercial/industrial construction is subject to the Statutory School Fees increased pursuant to this Resolution and requesting that no building permit or approval for occupancy be issued by any of these entities for any new residential development project, mobile home or manufactured home subject to the Statutory School Fees absent a certification of compliance (Certificate of Compliance) from the District demonstrating compliance of such project with the requirements of the Statutory School Fees, nor that any building permit be issued for any nonresidential construction absent a certification from this District of compliance with the requirements of the applicable Statutory School Fees.

Section 18. The Board of Trustees hereby adopts and establishes the procedures that permit the party against whom the Commercial/Industrial Fees are imposed the opportunity for a hearing to appeal that imposition of Commercial/Industrial Fees for commercial/industrial construction as stated in Education Code §17621 and Government Code§66020 and 66021.

Section 19. The Superintendent is authorized to cause a Certificate of Compliance to be issued for each development project, mobile home, and manufactured home for which there is compliance with the requirement for payment of the Statutory School Fees in the amounts specified by this Resolution. In the event a Certificate of Compliance is issued for the payment of Statutory School Fees for a development project, mobile home, or manufactured home and it is later determined that the statement or other representation made by an authorized party concerning the development project as to square footage is untrue or in the event the zoning is declared invalid, then such Certificate of Compliance shall automatically terminate, and the appropriate Cities, County or OSHPD shall be so notified.

Section 20. No statement or provision set forth in this Resolution, or referred to therein shall be construed to repeal any preexisting fee or mitigation amount previously imposed by the District on any residential or nonresidential construction.

Section 21. If any portion or provision hereof is held invalid, the remainder hereof is intended to be and shall remain valid.

Section 22. The increase in the District's Statutory School Fees will become effective sixty (60) days from the date of this Resolution unless a separate resolution increasing the fees immediately on an urgency basis is adopted by the Board.

Section 23. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

AYES: ()
NOES ()
ABSENT ()
ABSTAIN ()

I, Joseph M. Farley, Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting on the 23rd day of April 2014, by a roll call vote.

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

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

**Residential Development
School Fee Justification Study**

**Commercial/Industrial Development
School Fee Justification Study**

Capistrano Unified School District

March 25, 2014

Prepared For:

Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
T 949.489.7000

Prepared By:

Dolinka Group, LLC
20 Pacifica, Suite 900
Irvine, CA 92618
T 949.250.8300

Residential Development School Fee Justification Study

Capistrano Unified School District

March 25, 2014

Prepared For:

Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
T 949.489.7000

Prepared By:

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20 Pacifica, Suite 900
Irvine, CA 92618
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F 949.250.8301

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Exhibits

- Exhibit A:** Current SAB Form 50-02
Exhibit B: Updated School Facilities Capacity Calculation
Exhibit C: Updated School Facilities Cost Estimates

Executive Summary

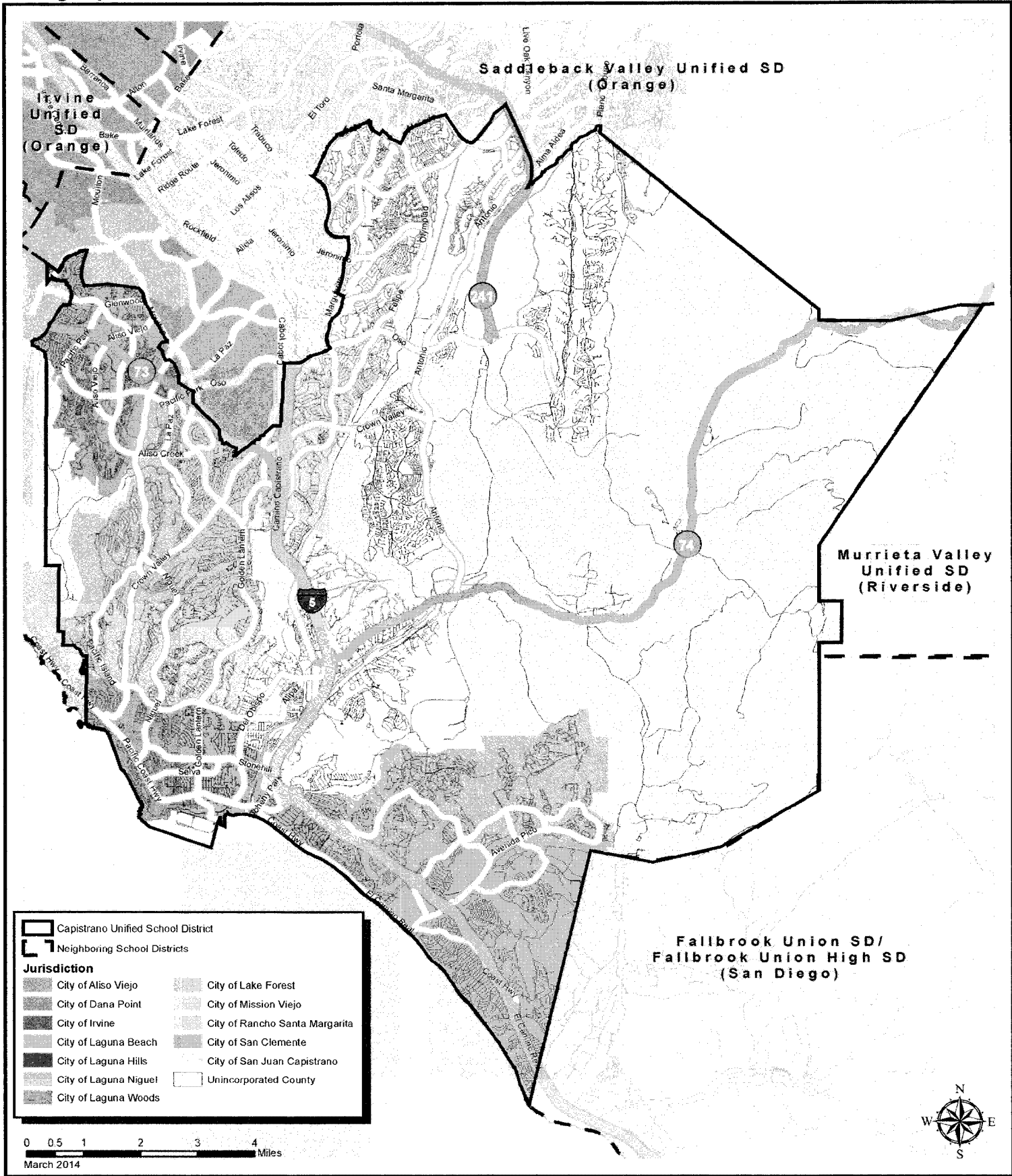
This Residential Development School Fee Justification Study ("Study") is intended to determine the extent to which a nexus can be established in the Capistrano Unified School District ("School District") between residential development and (i) the need for school facilities, (ii) the cost of school facilities, and (iii) the amount of statutory school fees ("School Fees") per residential building square foot that may be levied for schools pursuant to the provisions of Section 17620 of the Education Code, as well as Sections 65995 and 66001 of the Government Code.

The School District provides education to students in grades kindergarten through 12 residing within all or portions of the cities of Aliso Viejo, Dana Point, Laguna Niguel, Mission Viejo, Rancho Santa Margarita, San Clemente and San Juan Capistrano (collectively, "Cities") and a portion of the unincorporated County of Orange ("County") (please see map on following page for a geographic profile of the School District). Collectively, the School District's school facilities in school year 2013/2014 have a capacity of 39,842 students per Section 17071.10(a) of the Education Code. Of these 39,842 seats, 22,624 are at the elementary school level (i.e., grades kindergarten through 6), 6,410 are at the middle school level (i.e., grades 7 and 8), and 10,808 are at the high school level (i.e., grades 9 through 12). These capacities include seats from all new school facility construction projects funded by the State of California ("State"), and teaching stations purchased by the School District without State funding (see Exhibit A for SAB Form 50-02 which catalogs the classroom count as of 1999, and Exhibit B for an updated school facilities capacity calculation to include projects added after the SAB 50-02 Form was completed). Based on data provided by the School District, student enrollment is 50,740 in school year 2013/2014 (this enrollment does not include charter schools that do not occupy physical school facilities of the School District). Comparing student enrollment to facilities capacity reveals that student enrollment exceeds facilities capacity at all school levels (please see Section IV for more information on student enrollment and facilities capacity).

To establish a nexus and a justifiable residential School Fee level, the Study evaluated the number and cost of new facilities required to house students generated from future residential development within the School District. Based on data provided by the Cities, the County, and the Southern California Association of Governments ("SCAG") approximately 8,670 additional residential units could be constructed within the School District's boundaries through calendar year 2035 ("Future Units"). Of these 8,670 Future Units, 1,587 single family detached ("SFD") units and 1,594 multi-family attached ("MFA") units have mitigated their impact on the School District through the execution of a mitigation agreement wherein units pay fees separate of School Fees or alternative school facility fees ("Alternative Fees"). Of the remaining 5,498 Future Units that have not mitigated their impacts on the School District, 5,254 are expected to be SFD units while 244 are expected to be MFA units. (Please note that these projections do not include residential units designated as senior citizen housing as specified by Government Code Section 65995.1.)

To determine the impact on the School District from non-mitigated Future Units, the Study first multiplied the number of non-mitigated Future Units by the student generation factors ("SGFs") calculated by Dolinka Group, to determine the projected student enrollment from non-mitigated Future Units. The results were that 989 elementary school students, 551 middle school students, and 737 high school students are anticipated to be generated from non-mitigated Future Units ("Projected Student Enrollment").

Capistrano Unified School District Geographic Profile - School Year 2013/2014



To adequately house the Projected Student Enrollment, the School District will need to construct new schools serving grades kindergarten through 8 ("K-8 Schools") and high school facilities. Using design capacities of 1,200 students at the K-8 School level and 2,400 students at the high school level, the School District will need to construct two (2) new K-8 Schools and one (1) new high school to accommodate the Projected Student Enrollment from the non-mitigated Future Units projected to be constructed at this time. Based on school facility cost estimates provided by the School District, a K-8 School is projected to cost \$65,564,571 and a high school is projected to cost \$200,490,000.

In addition to the school facilities cost impacts, the School District will experience Central Administrative and Support Facilities cost impacts. In January 1994, the State Allocation Board ("SAB") approved a policy of four (4) square feet of Central Administrative and Support Facilities per student, which based on School District cost estimates equates to a per-student cost of \$800. Multiplying these costs by the facilities needed and the students generated yielded the total school facilities cost impacts shown in Table ES-1.

**Table ES-1
Total School Facilities Cost Impacts (2014\$)**

School Level	Cost per Facility /Student	Facilities Needed /Students Generated	Total School Facilities Cost Impacts
K-8 School	\$65,564,571	1.2833	\$84,139,014
High School	\$200,490,000	0.3071	\$61,570,479
Central Admin. Impacts	\$800	2,277	\$1,821,600
Total	N/A	N/A	\$147,531,093

The amounts listed in Table ES-1 were apportioned to each land use class based on the number of students generated from such residential land use. Thereafter, the school facilities cost impacts for each land use class were divided by the number of non-mitigated Future Units to calculate the school facilities cost impacts per residential unit. Table ES-2 below lists the school facilities cost impacts per residential unit.

**Table ES-2
School Facilities Cost Impacts per Residential Unit (2014\$)**

Land Use	Total School Facilities Cost Impacts	Non-Mitigated Future Units	School Facilities Cost Impacts per Residential Unit
Single Family Detached	\$140,927,495	5,254	\$26,823
Multi-family Attached	\$6,603,598	244	\$27,064

In order to determine the school facilities cost impacts per square foot of residential construction, the school facilities cost impacts per unit were divided by the average square footage of a residential unit in each land use class. Table ES-3 lists the school facilities cost impacts per average residential square foot.

Table ES-3
School Facilities Cost Impacts per Residential Square Foot (2014\$)

Land Use	School Facilities Cost Impacts per Non-Mitigated Future Unit	Average Square Footage	School Facilities Cost Impacts per Residential Square Foot
Single Family Detached	\$26,823	2,998	\$8.95
Multi-family Attached	\$27,064	2,332	\$11.61

On January 22, 2014, the SAB increased the maximum residential School Fee authorized by Section 17620 of the Education Code from \$3.20 to \$3.36 per residential building square foot for unified school districts. Based on the square footage of the average residential unit constructed within the School District, the School Fees would provide for less than 100 percent of the school facilities cost impacts. Therefore, the Study concludes that the School District is fully justified in levying the maximum residential School Fee of \$3.36 per square foot for all new non-mitigated residential development within its boundaries.

I. Introduction

Senate Bill ("SB") 50, which Governor Wilson signed on August 27, 1998, was enacted on November 4, 1998, following the approval of Proposition 1A by the voters of the State in the general election on November 3, 1998. SB 50 includes provisions for the following:

1. Issuance of State general obligation bonds in an amount not to exceed \$9.2 billion;
2. Reformation of the State School Building Program; and
3. Reformation of the School Fee mitigation payment collection procedure.

Additionally, Assembly Bill ("AB") 16, which Governor Davis signed on April 26, 2002, was enacted following the approval of Proposition 47 ("Prop 47") by the voters of the State in the general election on November 5, 2002. Prop 47 includes the authorization for issuance of State general obligation bonds in the amount of \$13.05 billion, and AB 16 provides for additional reformation of the State School Building Program into the School Facilities Program. On March 2, 2004, the voters of the State approved Proposition 55 ("Prop 55"). Prop 55 includes the authorization for the additional issuance of State general obligation bonds in the amount of \$12.3 billion. Finally AB 127, which Governor Schwarzenegger signed on May 20, 2006, was enacted following the approval of Proposition 1D ("Prop 1D") by the voters of the State in the general election of November 7, 2006. Prop 1D includes the authorization for the issuance of State general obligation bonds in the amount of \$10.4 billion.

The Mira-Hart-Murrieta Decisions, which formerly permitted school districts to collect mitigation payments in excess of School Fees under certain circumstances, are suspended by AB 127. In lieu of the powers granted by the Mira-Hart-Murrieta Decisions, SB 50 and subsequent legislation provide school districts with a reformed School Fee collection procedure that, subject to certain conditions, authorizes school districts to collect Alternative Fees on residential developments. However, not all school districts will qualify to charge Alternative Fees, and Alternative Fees are generally not imposed upon residential units that have existing agreements with a school district.

Therefore, school districts must still rely on School Fees as a funding source for school facilities required by new development. However, before a school district can levy School Fees on new development, State law requires that certain nexus findings must be made and documented. The objective of this Study is to provide a rigorous basis for such findings.

II. Legislation

State legislation, specifically AB 2926 and AB 1600, provides guidelines, procedures, and restrictions on the levy of School Fees for school facilities. Certain provisions of this legislation are summarized below:

A. AB 2926

AB 2926 was enacted by the State in 1986. Among other things, AB 2926 added various sections to the Government Code which authorize school districts to levy School Fees on new residential and commercial/industrial developments in order to pay for school facilities. In addition, AB 2926 provides for the following:

1. No city or county can issue a building permit for a development project unless such School Fees have been paid.
2. School Fees for commercial/industrial development must be supported by the finding that such School Fees "are reasonably related and limited to the needs for schools caused by the development."
3. School Fees for 1987 were limited to \$1.50 per square foot of enclosed residential floor space and \$0.25 per square foot of enclosed commercial/industrial floor space.
4. Every year, School Fees are subject to annual increases based on the Statewide cost index for Class B construction, as determined by the SAB at its January meeting (This provision was changed to every other year by AB181).

The provisions of AB 2926 have since been expanded and revised by AB 1600.

B. AB 1600

AB 1600, which created Sections 66000 et seq. of the Government Code, was enacted by the State in 1987. AB 1600 requires that all public agencies satisfy the following requirements when establishing, increasing or imposing a fee as a condition of approval for a development project.

1. Determine the purpose of the fee.
2. Identify the facilities to which the fee will be put.
3. Determine that there is a reasonable relationship between the need for public facilities and the type of development on which a fee is imposed.
4. Determine that there is a reasonable relationship between the amount of the fee and the public facility or portion of the public facility attributable to the development on which the fee is imposed.

5. Provide an annual accounting of any portion of the fee remaining unexpended, whether committed or uncommitted, in the School District's accounts five or more years after it was collected.

In other words, AB 1600 limits the ability of a school district to levy School Fees unless (i) there is a need for the School Fee revenues generated and (ii) there is a nexus or relationship between the need for School Fee revenues and the type of development project on which the School Fee is imposed. (The requirements of AB 1600 were clarified with the passage in 2006 of AB 2751, which codifies the findings of *Shapell Industries vs. Milpitas Unified School District*.) The Study will provide information necessary to establish such a nexus between School Fees and residential development.

III. Methodology of Study

The School District is projecting an increase in student enrollment attributable to new residential development in future years. This projected growth will create a demand for new school facilities to be constructed within the School District and the need to incur significant school facilities costs to meet that demand. As a result, the School District has determined that School Fees should be levied on new development projects. In particular, the School District has determined that School Fees must be levied on new residential projects, if findings can be made that such projects will lead to higher student enrollment and increased facilities costs. The objective of the Study is to provide a basis for such findings consistent with the requirements of AB 2926, AB 1600, and the provisions of Section 66001 of the Government Code.

A. Overview of Methodology

In order to evaluate the existence of a nexus, the Study identifies and analyzes the various connections or linkages between residential development and (i) the need for school facilities, (ii) the cost of school facilities, and (iii) the amount of School Fees that can justifiably be levied. The primary linkages identified include the following:

1. Housing projections (i.e., the projected number of residential units to be constructed within the School District);
2. Student generation (i.e., the number of students generated from a residential unit within the School District);
3. Facility requirements (i.e., the number of new school facilities required to house students generated from new residential units);
4. School facilities cost impacts (i.e., the costs to the School District associated with the construction of new school facilities); and
5. School Fee requirements (i.e., the School District's need to levy School Fees to cover the cost of new school facilities).

The above linkages result in a series of impacts which (i) connect new residential development with increased school facilities costs and (ii) connect School Fees per residential building square foot with increased facilities costs. These impacts are identified for two (2) residential land uses; SFD units and MFA units (e.g., condominiums, apartments, townhomes, duplexes, etc.). These "linkage impacts" include four (4) major types:

1. Residential Unit Projections
2. Student Generation Factors
3. School Facilities Cost Impacts
4. Maximum School Fee Revenues

B. Residential Unit Projections

The number of Future Units to be constructed within the boundaries of the School District was determined based on information provided by the Cities, the County, and SCAG. (Please note that these projections do not include residential units designated as senior citizen housing as specified by Government Code Section 65995.1.)

C. Student Generation Factors

SGFs by school level (e.g., elementary school, middle school, and high school) for each of the residential land use categories were calculated by Dolinka Group. Dolinka Group calculated SGFs for the School District through an analysis which consisted of cross-referencing the School District's actual enrollment data against residential data from the Office of the Assessor for the County ("County Assessor").

D. School Facilities Cost Impacts

School facilities cost impacts were calculated by determining the additional K-8 School and high school facilities needed to adequately house students generated from Future Units and the total cost for those school facilities. School facilities costs are based on estimates provided by the School District and are attached and incorporated herein as Exhibit C.

E. Maximum School Fee Revenues

Maximum School Fee revenues for residential development were based on the current maximum residential School Fee authorized by the SAB (currently \$3.36 per square foot) under AB 2926.

F. Comparison of School Facilities Cost Impacts and Maximum School Fee Revenues

If school facilities cost impacts per residential square foot are greater than maximum School Fee revenues, then the levy of the maximum residential School Fee is justified to cover as much of school facilities cost impacts per residential square foot as possible. Should school facilities cost impacts per residential square foot be less than maximum School Fee revenues, then only a School Fee equivalent to the school facilities cost impacts per residential square foot can be justified to cover facilities needs generated by future residential development. Under this latter circumstance, the School District would not be justified in imposing the maximum residential School Fee per square foot.

IV. Facilities Capacity and Student Enrollment

In order to determine whether the School District's existing school facilities contain excess capacity to house students generated by new residential development, school year 2013/2014 student enrollment and school facilities capacity of the School District were evaluated.

Collectively, the School District's school facilities in school year 2013/2014 have a capacity of 39,842 students per Section 17071.10(a) of the Education Code. This capacity includes seats from all new school facility construction projects funded by the State and teaching stations purchased by the School District without State funding (see Exhibit A for SAB Form 50-02 which catalogs the classroom count as of 1999, and Exhibit B for an updated school facilities capacity calculation to include projects added after the SAB 50-02 Form was completed). Of these 39,842 existing seats, 22,624 are at the elementary school level, 6,410 are at the middle school level, and 10,808 are at the high school level. (The school level configuration of the School District has been altered to be consistent with the SAB Form 50-02.) The enrollment of the School District in school year 2013/2014 is 50,740 students. As shown in Table 1 below, the School District's student enrollment exceeds facilities capacity at all school levels in school year 2013/2014.

Table 1
Existing School Facilities Capacity and Student Enrollment

School Level^[1]	2013/2014 Facilities Capacity^[2]	2013/2014 Student Enrollment^[3]	Excess/ (Shortage) Capacity
Elementary School (Grades K-6)	22,624	26,486	(3,862)
Middle School (Grades 7-8)	6,410	8,060	(1,650)
High School (Grades 9-12)	10,808	16,194	(5,386)
Total	39,842	50,740	(10,898)

[1] The School District's school level configuration has been altered to be consistent with SAB Form 50-02.
[2] SAB Form 50-02 (Exhibit A) plus additional State funded capacity and teaching stations purchased by the School District (Exhibit B).
[3] 2013/2014 student enrollment provided by the School District.

V. Impact of Residential Development on School Facilities Needs

As discussed in Section III, the objective of the Study is to determine the appropriateness of the imposition of a School Fee on residential property to finance school facilities necessitated by students to be generated from new residential development. Section III outlined the methodology which was employed in the Study to meet that objective. Section V is a step-by-step presentation of the results of the analysis.

A. Projected Residential Development within the School District

The initial step in developing a nexus as required by AB 2926 and AB 1600 is to determine the number of Future Units to be constructed within the School District's boundaries. Based on information provided by the Cities, the County, and SCAG, Dolinka Group has estimated that the School District could experience the construction of approximately 8,670 Future Units through calendar year 2035. Of these 8,670 Future Units, 1,578 SFD units and 1,594 MFA units have already mitigated their impacts on the School District through the execution of a mitigation agreement wherein such units pay fees separate from School Fees and Alternative Fees. Of the remaining 5,498 Future Units that have not mitigated their impacts on the School District, 5,254 are expected to be SFD units while 244 are expected to be MFA units. (Please note that these projections do not include residential units designated as senior citizen housing as specified by Government Code Section 65995.1.) Table 2 distinguishes between mitigated and non-mitigated Future Units by land use.

**Table 2
Future Units**

Land Use	Mitigated Future Units	Non-Mitigated Future Units	Total Future Units
Single Family Detached	1,578	5,254	6,832
Multi-family Attached	1,594	244	1,838
Total Units	3,172	5,498	8,670

B. Reconstruction

Reconstruction is the act of replacing existing structures with new construction, which may have an alternative land use (i.e., commercial/industrial versus residential) or may consist of different residential unit types (i.e., SFD versus MFA, etc.).

B1. Residential Reconstruction

Residential Reconstruction consists of voluntarily demolishing existing residential units and replacing them with new residential development. To the extent Reconstruction increases the residential square footage beyond what was demolished ("New Square Footage"), the increase in square footage is subject to the applicable School Fee as such construction is considered new residential development.

As for the amount of square footage constructed that replaces only the previously constructed square footage ("Replacement Square Footage"), the determination of the applicable fee, if any, is subject to a showing that the Replacement Square Footage results in an increase in student enrollment and, therefore, an additional impact being placed on the School District to provide school facilities for new student enrollment.

Prior to the imposition of fees on Replacement Square Footage, the School District shall undertake an analysis on any future proposed projects(s) to examine the extent to which an increase in enrollment can be expected from Replacement Square Footage due to any differential in SGFs as identified in the Study for the applicable unit types between existing square footage and Replacement Square Footage. Any such fee that is calculated for the Replacement Square Footage shall not exceed the School Fee that is in effect at such time.

B2. Reconstruction of Commercial/Industrial Construction into Residential Construction

The voluntary demolition of existing commercial/industrial buildings and replacement of them with new residential development is a different category of Reconstruction. Dolinka Group is aware that such types of Reconstruction may occur within the School District in the future, however, Dolinka Group was unable to find information (i) about the amount planned within the School District in the future or (ii) historical levels, which might indicate the amount to be expected in the future. Due to the lack of information, the School District has decided to evaluate the impacts of Commercial/Industrial Reconstruction projects on a case-by-case basis and will make a determination of whether a fee credit is justified based on the nature of the project.

C. Student Generation Factors per Residential Unit

In order to analyze the impact on the School District's student enrollment from non-mitigated Future Units, Dolinka Group calculated SGFs for SFD and MFA units. The process of determining SGFs involved cross-referencing the School District's enrollment data against the County Assessor residential data.

Sorting and extracting the County Assessor records by land use, Dolinka Group developed a database of 84,672 SFD units. This database was then compared with the School District's student enrollment database to identify address matches. Upon comparison of the two (2) databases, 34,363 student matches were found, resulting in the SGFs shown in Table 3.

Table 3
Student Generation Factors for Single Family Detached Units

School Level	Students Matched	Single Family Detached Units	Student Generation Factors
Elementary School (Grades K-5)	14,811	84,672	0.1749
Middle School (Grades 6-8)	8,351	84,672	0.0986
High School (Grades 9-12)	11,201	84,672	0.1323
Total	34,363	N/A	0.4058

A procedure identical to the one used in calculating the SGFs for SFD units was used to determine SGFs for MFA units. A total of 16,533 students matched to the MFA database which consisted of 39,642 units. The resulting SGFs for MFA units are shown in Table 4 below.

Table 4
Student Generation Factors for Multi-family Attached Units

School Level	Students Matched	Multi-family Attached Units	Student Generation Factors
Elementary School	8,498	39,642	0.2144
Middle School	3,470	39,642	0.0875
High School	4,565	39,642	0.1152
Total	16,533	N/A	0.4171

However, due to incomplete and incorrect address information in both the student enrollment and residential databases, Dolinka Group was unable to match all of the School District's students. The results are SGFs that understate the number of students generated by SFD and MFA units. After accounting for incoming interdistrict students that reside outside of the School District's boundaries as well as students matching to uncoded parcels, there were 980 unmatched students. Therefore, Dolinka Group adjusted the SGFs listed in Tables 3 and 4 based on a rate which considers the number of students successfully matched to a school level and land use. The adjusted SGFs for each land use by school level are shown in Table 5.

Table 5
Adjusted Student Generation Factors

School Level	Single Family Detached Units	Multi-family Attached Units
Elementary School	0.1782	0.2184
Middle School	0.1006	0.0893
High School	0.1348	0.1173
Total	0.4136	0.4250

It should be noted that the SGFs shown in Table 5 are representative of all residential units located within the School District regardless of when such units were built. However, it has been documented by the School District that newly constructed residential units tend to be occupied by families with school aged children at higher rates than shown above and that the SGFs shown in Table 5 likely understate the potential impact of future residential units.

D. School District Facilities Requirements

By multiplying the non-mitigated Future Units as listed in Table 2 by the SGFs identified in Table 5, the Study determined the projected number of new students to be generated from non-mitigated Future Units. The Projected Student Enrollment by school level is shown in Table 6.

Table 6
Projected Student Enrollment from Future Units

School Level	Projected Student Enrollment from Non-Mitigated Future SFD Units	Projected Student Enrollment from Non-Mitigated Future MFA Units	Projected Student Enrollment from Future Units
Elementary School	936	53	989
Middle School	529	22	551
High School	708	29	737
Total	2,173	104	2,277

To determine the number of K-8 School and high school facilities necessary to adequately house the Projected Unhoused Students, Dolinka Group divided the Projected Unhoused Students by the estimated school facilities capacity at each school level, as provided by the School District. The additional school facilities requirements are identified in Table 7.

Table 7
Additional School Facilities for Projected Unhoused Students

School Level	Projected Unhoused Students	Estimated Facilities or Teaching Stations Capacity	Additional Facilities or Teaching Stations Needed
K-8 School	1,540	1,200	1.2833
High School	737	2,400	0.3071

E. School District Facilities Costs

School facilities cost estimates at the K-8 School and high school levels were provided by the School District based on analyses of construction costs and land values. The school facilities costs represent the full cost of site acquisition, site development, construction, furniture and equipment, as well as technology. It must be noted that the facilities costs are in 2014 dollars and do not include interest costs associated with debt incurred to finance the construction of facilities. The estimated site acquisition and facility construction costs by school level are shown in Table 8 while the costs for each component of the school facilities construction are listed in Exhibit C.

Table 8
Estimated School Facilities Costs (2014\$)

School Level	Site Acquisition Costs	Facility Construction Costs	Total Cost per Facility
K-8 School	\$21,000,000	\$44,564,571	\$65,564,571
High School	\$79,050,000	\$121,440,000	\$200,490,000

The costs in Table 8 do not include costs associated with Central Administrative and Support Facilities. As indicated in Table 6, non-mitigated Future Units will cause the enrollment of the School District to increase by approximately 2,277 students. In accordance with the Provisions of Chapter 341, Statutes of 1992, SB 1612, the SAB adopted a report on January 26, 1994, requiring approximately four (4) square feet of central administrative and support facilities for every student. Based on this report and the estimated cost per square foot to construct and furnish these types of facilities, the Study incorporates a Central Administrative and Support Facilities cost impact of \$800 per student.

F. Total School Facilities Cost Impacts

To determine the total school facilities cost impacts caused by non-mitigated Future Units, Dolinka Group (i) multiplied the school facilities costs (Table 8) by the additional school facilities needed (Table 7) and (ii) multiplied the central administrative and support facilities costs per student (above paragraph) by the Projected Unhoused Students (Table 6). Table 9 illustrates the total school facilities cost impacts from non-mitigated future residential development.

Table 9
Total School Facilities Cost Impacts from Non-mitigated Future Units (2014\$)

Item	Cost per Facility /Student	Facilities Required/Students Generated	Total School Facilities Cost Impacts
K-8 School	\$65,564,571	1.2833	\$84,139,014
High School	\$200,490,000	0.3071	\$61,570,479
Central Admin. Impacts	\$800	2,277	\$1,821,600
Total	N/A	N/A	\$147,531,093

G. School Facilities Cost Impacts per Residential Unit

To determine the total school facilities cost impacts per non-mitigated future residential unit, the total school facilities cost impacts listed above need to first be apportioned by land use based on the number of K-8 School and high school students to be generated from such land use. Table 10 shows total school facilities cost impacts by land use.

Table 10
Total School Facilities Cost Impacts by Land Use (2014\$)

School Level	Single Family Detached Units	Multi-family Attached Units	Total School Facilities Cost Impacts
K-8 School	\$81,213,335	\$4,157,679	\$85,371,014
High School	\$59,714,160	\$2,445,919	\$62,160,079
Total	\$140,927,495	\$6,603,598	\$147,531,093

Total school facilities cost impacts for each land use were then divided by the number of non-mitigated Future Units in such land use to determine school facilities cost impacts per SFD unit and MFA unit. These impacts are shown in Table 11.

Table 11
School Facilities Cost Impacts per Non-Mitigated Future Unit (2014\$)

Land Use	Total School Facilities Cost Impacts	Non-Mitigated Future Units	School Facilities Cost Impacts per Residential Unit
Single Family Detached	\$140,927,495	5,254	\$26,823
Multi-family Attached	\$6,603,598	244	\$27,064

H. School Facilities Cost Impacts per Square Foot

To determine the school facilities cost impacts per square foot of residential construction for each land use, the school facilities cost impacts per unit listed in Table 11 were divided by the average square footage of such type of residential unit. Using information obtained from the Cities and County, Dolinka Group estimates that the average square footage of an SFD unit in the School District is projected to be 2,998 square feet while the average square footage of an MFA unit is projected to be 2,332 square feet. Table 12 shows the school facilities cost impacts per square foot of residential construction in the School District.

Table 12
School Facilities Cost Impacts per Residential Square Foot (2014\$)

Land Use	School Facilities Cost Impacts per Non-Mitigated Residential Unit	Average Square Footage	School Facilities Cost Impacts per Square Foot
Single Family Detached	\$26,823	2,998	\$8.95
Multi-family Attached	\$27,064	2,332	\$11.61

I. Comparison of School Facilities Cost Impacts and School Fee Revenues per Residential Square Foot

On January 22, 2014, the SAB increased the maximum residential School Fee authorized by Section 17620 of the Education Code from \$3.20 to \$3.36 per residential building square foot for unified school districts. Based on the square footage of the average residential unit constructed within the School District, the School Fees would provide for less than 100 percent of the school facilities cost impacts. Therefore, the Study concludes that the School District is fully justified in levying the maximum residential School Fee of \$3.36 per square foot for all new non-mitigated residential development within its boundaries.

S:\Clients\Capistrano Unified SD\Demographics\Fee Studies\SY1314\Reports\Final\FSRes_14110-3601_Fn.doc

Exhibit A

Current SAB Form 50-02

EXISTING SCHOOL BUILDING CAPACITY

OFFICE OF PUBLIC SCHOOL CONSTRUCTION

Page 3 of 4

AB 58-02 (Rev. 09/02) Excl. (Re. 11/21/2002)

SCHOOL DISTRICT

(FIVE DIGIT DISTRICT CODE NUMBER from California Public Schools Directory)

APISTRANO UNIFIED

55-054

AGE

HIGH SCHOOL ATTENDANCE AREA (NSAA) OR SUPER HSA (if applicable)

PART I - Classroom Inventory ☐ NEW ☐ ADJUSTED

	PK-3	4-5	6-8	9-12	Non-School	Total
Line 1. Leased State Relocatable Classrooms	115	16	25	15		171
Line 2. Portable Classrooms leased less than 5 years						
Line 3. Interim Housing Portables leased less than 5 years						
Line 4. Interim Housing Portables leased at least 5 years						
Line 5. Portable Classrooms leased at least 5 years						
Line 6. Portable Classrooms owned by district	360	114	196	20		690
Line 7. Permanent Classrooms	444	132	225	20		821
Line 8. Total (Lines 1 through 7)	919	262	446	55		1,682

PART II - Available Classrooms

	PK-3	4-5	6-8	9-12	Non-School	Total
a. Part I, line 4						
b. Part I, line 5						
c. Part I, line 6	360	114	196	20		690
d. Part I, line 7	444	132	225	20		821
e. Total (a, b, c, & d)	804	246	421	40		1,511

Option B:

	PK-3	4-5	6-8	9-12	Non-School	Total
a. Part I, line 8	919	262	446	55		1,682
b. Part I, lines 1, 2, 5 and 6 (total only)						881
c. 25 percent of Part I, line 7 (total only)						205
d. Subtract c from b (enter 0 if negative)	361	90	188	27		666
e. Total (a minus d)	558	163	278	28		1,027

PART III - Determination of Existing School Building Capacity

	PK-3	4-5	6-8	9-12	Non-School	Total
Line 1. Classroom capacity	13,850	4,401	7,506	364		
Line 2. SER adjustment	452	142	243	12		
Line 3. Operational Grants						
Line 4. Greater of line 2 or 3	452	142	243	12		
Line 5. Total of lines 1 and 4	14,302	4,543	7,749	376		

I certify, as the District Representative, that the information reported on this form is true and correct and that:

I am designated as an authorized district representative by the governing board of the district, and,

This form is an exact duplicate (verbatim) of the form provided by the Office of Public School Construction (OPSC).

In the event a conflict should exist, then the language in the OPSC form will prevail.

DISTRICT REPRESENTATIVE

DATE

David A. Dooney

4-7-03

Exhibit B

Updated School Facilities Capacity Calculation

Capistrano Unified School District
School Facilities Capacity Calculation

Application	Item	Elementary School	Middle School	High School
N/A	SAB Form 50-02	14,402	4,543	7,749
N/A	Non-Severe/Severe Capacity	202	58	116
N/A	Relocatables Added - 2005	75	54	162
N/A	Relocatables Added - 2006	125	0	135
N/A	Relocatables Added - 2007	75	108	0
50/66464-00-001	Las Flores - Addition	150	0	0
50/66464-00-002	Rancho Santa Margarita	600	0	0
50/66464-00-003	Marblehead Elementary	900	0	0
50/66464-00-004	Don Juan Avila	250	0	0
50/66464-00-005	Ladera Project #1	775	0	0
50/66464-00-006	Shorecliffs Middle	0	81	0
50/66464-00-007	New Aliso Viejo	750	0	0
50/66464-00-008	Ladera Ranch School	1,000	756	0
50/66464-00-009	Laguna Niguel Elementary	775	0	0
50/66464-00-010	Vista Del Mar	850	648	0
50/66464-00-011	Oso Grande	725	0	0
50/66464-00-012	San Juan Hills High	0	0	2,646
50/66464-00-013	Arroyo Vista	245	0	0
50/66464-00-014	Ambuehl Elementary	175	0	0
50/66464-00-015	Arroyo Vista	400	54	0
50/66464-00-016	Arroyo Vista	50	0	0
50/66464-00-017	Carl Hankey Elementary	100	108	0
Total Capacity	N/A	22,624	6,410	10,808

Exhibit C

Updated School Facilities Cost Estimates

**Capistrano Unified School District
Summary of Estimated Costs
March 2014**

Total Facilities Costs

Item	K-8 School	High School
Capacity	1,200	2,400
Site Costs		
Acres	14	52.7
Cost/Acres	\$1,500,000	\$1,500,000
Total Site Costs	\$21,000,000	\$79,050,000
Construction Costs		
Square Feet Per Student	67	92
Total Square Feet	80,400	220,800
Hard Cost Per Square Foot	\$388	\$385
Total Hard Costs	\$31,195,200	\$85,008,000
Soft Costs @ 30%	\$13,369,371	\$36,432,000
Total Construction Costs	\$44,564,571	\$121,440,000
Total Facilities Costs	\$65,564,571	\$200,490,000
Cost per Student	\$54,637	\$83,538

Commercial/Industrial Development School Fee Justification Study

Capistrano Unified School District

March 25, 2014

Prepared For:

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Executive Summary

This Commercial/Industrial Development School Fee Justification Study ("Study") analyzes the extent to which a nexus can be established in the Capistrano Unified School District ("School District") between categories of commercial/industrial development ("CID") and (i) the need for school facilities, (ii) the cost of school facilities, and (iii) the amount of statutory school fees ("School Fees") per square foot that may be levied for schools pursuant to the provisions of Assembly Bill ("AB") 181, Section 66001 of the Government Code, and subdivision (e) of Section 17621 of the Education Code.

The School District provides education to students in grades kindergarten through 12 residing within all or portions of the cities of Aliso Viejo, Dana Point, Laguna Niguel, Mission Viejo, Rancho Santa Margarita, San Clemente and San Juan Capistrano (collectively, "Cities ") and a portion of the unincorporated County of Orange ("County") (please see map on following page for a geographic profile of the School District). Collectively, the School District's school facilities in school year 2013/2014 have a capacity of 39,842 students per section 17071.10(a) of the Education Code. Of these 39,842 seats, 22,624 are at the elementary school level (i.e., grades kindergarten through 6), 6,410 are at the middle school level (i.e., grades 7 and 8), and 10,808 are at the high school level (i.e., grades 9 through 12). These capacities include seats from all new school facility construction projects funded by the State of California ("State"), and teaching stations purchased by the School District without State funding. Furthermore, the school level configuration of the School District has been altered to be consistent with the SAB Form 50-02 (for more information on facilities capacity, please see the Residential Study). Based on data provided by the School District, student enrollment is 50,740 in school year 2013/2014 (this enrollment does not include charter schools that do not occupy physical school facilities of the School District). Comparing student enrollment to facilities capacity reveals that student enrollment exceeds facilities capacity at all school levels in school year 2013/2014.

New residential housing opportunities within the School District were also evaluated to confirm the availability of new homes for those who may relocate into the School District due to employment opportunities generated by new CID. Projections of the number of future residential units to be built within the School District's boundaries are based on information provided by the Southern California Association of Governments ("SCAG"). Based on this information, approximately 8,670 new residential units could be developed within the School District through calendar year 2035 ("Future Units"). Of these 8,670 Future Units, 1,578 single family detached ("SFD") units and 1,594 multi-family attached ("MFA") units have mitigated their impact on the School District through the execution of a mitigation agreement wherein units pay fees separate of School Fees or alternative school facility fees ("Alternative Fees"). Of the remaining 5,498 Future Units that have not mitigated their impacts on the School District, 5,254 are expected to be SFD units while 244 are expected to be MFA units. (Please note that these projections do not include residential units designated as senior citizen housing as specified by Government Code Section 65995.1.) These units thereby provide room for new employees without the displacement of existing residents.



To determine the commercial/industrial School Fee levels that satisfy the rigorous nexus requirements of AB 181, the Study divides CID into seven (7) land use categories: retail and services, office, research and development, industrial/warehouse/manufacturing, hospital, hotel/motel, and self-storage. The employment impacts of each of these land uses, in terms of the number of employees per 1,000 square feet of building space, are based on information from the San Diego Association of Governments ("SANDAG") pursuant to Section 17621 (e)(1)(B) of the Education Code. These employee impacts are shown in Table ES-1.

**Table ES-1
Employment Impacts per 1,000 Square Feet CID**

CID Land Use Category	Employees per 1,000 Square Feet
Retail and Services	2.2371
Office	3.4965
Research and Development	3.0395
Industrial/Warehouse/Manufacturing	2.6954
Hospital	2.7778
Hotel/Motel	1.1325
Self-Storage	0.0643

Additional data from SCAG, the U.S. Bureau of Census ("Census") and Dataquick Information Systems ("Dataquick") provide a basis for estimating net school district household impacts (i.e., the number of households which locate within the School District per 1,000 square feet of CID floor space) for each category. This number includes only those households occupying new housing units within the School District, as opposed to existing units whose previous occupants may have included school-aged children. Multiplying net school district households by (i) the number of students per household and (ii) total school facilities costs per student, results in estimates of school facilities cost impacts. Collectively, this calculation represents the total school facilities cost impacts per 1,000 square feet of commercial/industrial floor space, resulting from each of the seven (7) CID categories within the School District, expressed in 2014 dollars. These results are summarized in Table ES-2.

Table ES-2
Gross School Facilities Cost Impacts per 1,000 Square Feet of CID (2014\$)

CID Land Use Category	Elementary School Impacts	Middle School Impacts	High School Impacts	Gross School Facilities Cost Impacts^[1]
Retail and Services	\$715	\$227	\$599	\$1,541
Office	\$1,114	\$355	\$936	\$2,405
Research and Development	\$976	\$305	\$818	\$2,099
Industrial/Warehouse/Manufacturing	\$859	\$277	\$725	\$1,861
Hospital	\$887	\$283	\$742	\$1,912
Hotel/Motel	\$360	\$116	\$304	\$780
Self-Storage	\$17	\$11	\$17	\$45

[1] Numbers may not sum due to rounding.

The revenue component of the Study estimates the potential fee revenues generated by CID, including residential fees paid by CID related households, as well as CID School Fees. CID related residential revenues are calculated based on (i) the proposed Residential School Fee of \$3.36 per square foot, justified in the School District's Residential Development School Fee Justification Study ("Residential Study") dated March 25, 2014, and (ii) the average mitigation obligation per mitigated Future Unit.

The residential revenues per household are then multiplied by the number of net school district households per 1,000 square feet of CID and the product is subtracted from the gross school facilities cost impacts listed above. This results in net school facilities cost impacts by CID category. This impact is summarized in Table ES-3.

Table ES-3
Net School Facilities Cost Impacts per 1,000 Square Feet of CID (2014\$)

CID Land Use Category	Gross School Facilities Cost Impacts	Residential Revenues	Net School Facilities Cost Impacts
Retail and Services	\$1,541	\$251	\$1,290
Office	\$2,405	\$393	\$2,012
Research and Development	\$2,099	\$342	\$1,757
Industrial/Warehouse/Manufacturing	\$1,861	\$303	\$1,558
Hospital	\$1,912	\$312	\$1,600
Hotel/Motel	\$780	\$128	\$652
Self-Storage	\$45	\$8	\$37

On January 22, 2014, the State Allocation Board ("SAB") increased the maximum CID School Fee authorized by Section 17620 of the Education Code from \$0.51 to \$0.54 per square foot for unified school districts. This amount represents the maximum the School District can receive from new CID. Justification of the CID School Fee is based on a comparison of net school facilities cost impacts with the maximum CID School Fee revenues of \$540 per 1,000 square feet. As shown in Table ES-3, the School District is justified in levying the maximum School Fee of \$0.54 per square foot, or \$540 per 1,000 square feet of CID, on future CID for all land use categories, except for the Self-Storage category where it is justified in levying a School Fee of \$0.037 per square foot, or \$37 per 1,000 square feet of CID.

I. Introduction

Senate Bill ("SB") 50, which Governor Wilson signed on August 27, 1998, was enacted on November 4, 1998, following the approval of Proposition 1A by the voters of the State in the general election on November 3, 1998. SB 50 includes provisions for the following:

1. Issuance of State general obligation bonds in an amount not to exceed \$9.2 billion;
2. Reformation of the State School Building Program; and
3. Reformation of the School Fee/mitigation payment collection procedure.

Additionally, AB 16, which Governor Davis signed on April 26, 2002, was enacted following the approval of Proposition 47 ("Prop 47") by the voters of the State in the general election on November 5, 2002. Prop 47 includes the authorization for issuance of State general obligation bonds in the amount of \$13.05 billion, and AB 16 provides for additional reformation of the State School Building Program into the School Facilities Program. On March 2, 2004 the voters of the State approved Proposition 55 ("Prop 55"). Prop 55 includes the authorization for the additional issuance of State general obligation bonds in the amount of \$12.3 billion. Finally, AB 127, which Governor Schwarzenegger signed on May 20, 2006, was enacted following the approval of Proposition 1D ("Prop 1D") by the voters of the State in the general election of November 7, 2006. Prop 1D includes the authorization for the issuance of State general obligation bonds in the amount of \$10.4 billion.

The Mira-Hart-Murrieta Decisions, which formerly permitted school districts to collect mitigation payments in excess of School Fees under certain circumstances, are suspended by AB 127. In lieu of the powers granted by the Mira-Hart-Murrieta Decisions, SB 50 and subsequent legislation provide school districts with a reformed School Fee collection procedure that, subject to certain conditions, authorizes school districts to collect alternative school facility fees ("Alternative Fees") on residential developments. However, not all school districts will qualify to charge Alternative Fees, and Alternative Fees cannot be imposed upon residential units that have existing agreements with a school district.

Therefore, school districts must still rely on School Fees as collected from CID to cover funding shortfalls created by residential development, as well as to cover impacts created by inter-district transfer students. However, before a school district can levy School Fees on new development, State law requires that certain "nexus" findings must be made and documented. The objective of this Study is to provide a rigorous basis for such findings.

II. Legislation

State legislation, specifically AB 2926, AB 1600, and AB 181, provides guidelines, procedures, and restrictions on the levy of School Fees for school facilities, especially with regard to CID. In order to determine the appropriate School Fees for CID, the Study follows the same nexus requirements as outlined by the ABs listed above. Relevant provisions of this legislation are summarized below:

A. AB 2926

AB 2926 was enacted by the State in 1986. Among other things, AB 2926 added various sections to the Government Code which authorize school districts to levy School Fees on new residential development and CID in order to pay for school facilities required by such development. In addition, AB 2926 provides for the following:

1. No city or county can issue a building permit for a development project unless such School Fees have been paid.
2. School Fees for CID must be supported by the finding that such School Fees "are reasonably related and limited to the needs for schools caused by the development".
3. School Fees for 1987 were limited to a maximum of \$1.50 per square foot of enclosed residential floor space and \$0.25 per square foot of enclosed commercial/industrial floor space.
4. Every year, School Fees shall be subject to annual increases based on the statewide cost index for Class B construction, as determined by the SAB at its January meeting.

The provisions of AB 2926 have since been expanded and revised by AB 1600 and AB 181.

B. AB 1600

AB 1600, which created Sections 66000 *et seq.* of the Government Code, was enacted by the State in 1987. AB 1600 requires that all public agencies satisfy the following requirements when establishing, increasing, or imposing a fee as a condition of approval for a development project.

1. Determine the purpose of the fee.
2. Identify the facilities to which the fee will be applied.
3. Determine that there is a reasonable relationship between the need for public facilities and the type of development on which a fee is imposed.
4. Determine that there is a reasonable relationship between the amount of the fee and the public facility or portion of the public facility attributable to the development on which the fee is imposed.

5. Provide an annual accounting of all utilization of fee revenues, and provide further finding each year that the relationship stated in the previous paragraph still exists if any portion of the fee remains unexpended, whether committed or uncommitted, in the School District's accounts five (5) or more years after it was collected.

In other words, AB 1600 limits the ability of a school district to levy School Fees unless (i) there is a need for the revenues to be generated by School Fees and (ii) there is a nexus or reasonable causal relationship between the need for School Fee revenues and the type of development project on which the School Fees are imposed. (The requirements of AB 1600 were clarified with the passage in 2006 of AB 2751, which codifies the findings of *Shapell Industries vs. Milpitas Unified School District*.) The Study will provide information necessary to establish such a nexus between School Fees and residential development.

C. AB 181

AB 181, enacted by the State in 1989, made significant changes in several State Codes, including Sections 53080 *et seq.* of the Government Code which was re-codified as Sections 17620 *et seq.* of the Education Code on January 1, 1998. Changes in Section 53080 included additional requirements and procedures for imposing School Fees and other conditions on new development. Specifically, AB 181 imposes more stringent nexus requirements on school districts that wish to levy School Fees on CID, as follows:

1. In order to levy a School Fee on CID, a formal study must be conducted to determine the impact of "the increased number of employees anticipated to result" from new CID on the "cost of providing school facilities within the School District".
2. Only that portion of the School Fee justified by the "nexus findings" contained in this study may be levied. Nexus findings must be made on an individual project basis or on the basis of categories of CID, and must "utilize employee generation estimates that are based on commercial/industrial factors within the school district." Categories to be evaluated may include, but are not limited to, office, retail, transportation, communications and utilities, light industrial, heavy industrial, research and development, and warehouse uses.
3. Starting in 1990, maximum School Fees for residential and CID will be subject to increases every two (2) years rather than annually.
4. An appeals procedure shall be established whereby the levy of School Fees on a commercial/industrial project may be appealed to the governing board of a school district. Grounds for an appeal must include, but are not limited to, improper project classification by commercial/industrial category, or the application of improper or inaccurate employee or student generation factors to the project.

In summary, AB 181 establishes additional requirements which must be satisfied by school districts prior to their levying School Fees on CID.

III. Objective and Methodology of Study

The School District is projecting an increase in student enrollment attributable to new residential development in future years. This projected growth will create a demand for new school facilities within the School District and the need to incur significant facilities costs to meet that demand. As a result, the School District has determined that School Fees should be levied on development projects that have an impact on the School District. In particular, the School District has determined that School Fees must be levied on new commercial/industrial projects if findings can be made that such projects will lead to higher student enrollment and increased facilities costs. The objective of the Study is to provide a basis for such findings pursuant to the requirements of AB 181, the provisions of Section 66001 of the Government Code, and subdivision (e) of Section 17621 of the Education Code.

A. Overview of Methodology

In order to determine the nexus relationships identified in AB 181, the Study analyzes the various linkages between CID and (i) the need for school facilities, (ii) the cost of school facilities, and (iii) the amount of the School Fee that can justifiably be levied. The primary connections or linkages include the following:

1. Job creation (i.e., new CID within the School District creates new jobs);
2. Household formation (i.e., job creation within the School District leads to the formation of new households in the School District);
3. Student generation (i.e., household formation within the School District generates new students);
4. Facilities requirements (i.e., student generation within the School District leads to the need to incur additional costs for new school facilities); and
5. School Fee requirements (i.e., additional costs for new school facilities within the School District leads to the need to levy School Fees for new development).

The above linkages result in a series of impacts which (i) connect new CID with increased school facilities costs and (ii) connect increased school facilities costs with School Fees on CID buildings. These impacts are identified for different CID land use categories, based on a "prototypical unit" of 1,000 square feet of new commercial or industrial floor space for each category. These "linkage impacts" include five (5) major types:

1. Employment Impacts
2. Household Impacts
3. Student Generation Impacts
4. School Facilities Cost Impacts
5. Fee Revenues

The nature and components of these impacts are summarized in Section III.C, along with the key assumptions and data sources used in estimating their magnitude.

Analysis of the first four (4) linkage impacts provides an estimate of the gross school facilities cost impacts per 1,000 square feet of floor space for each CID category. Analysis and comparison of all five (5) impacts provide an estimate of (i) net school facilities cost impacts (i.e., gross school facilities cost impacts minus residential revenues) per 1,000 square feet of CID floor space and (ii) the maximum commercial/industrial School Fee that can be justified.

B. CID Land Use Categories

Linkage impacts are analyzed for the following CID land use categories:

1. Retail and Services
2. Office
3. Research and Development
4. Industrial/Warehouse/Manufacturing
5. Hospital
6. Hotel/Motel
7. Self-Storage

Retail and Services

The retail and services category includes commercial establishments which sell general merchandise, building materials, hard goods, apparel, and other items and services to consumers. Additional establishments in the retail and services category include nurseries, discount stores, restaurants, entertainment theme parks, new/used car sales facilities, service stations, supermarkets, banks, real estate sales offices, and similar uses.

Office

A general office building houses one (1) or more tenants and is the location where affairs of a business, commercial or industrial organization, professional person or firm are conducted. The building or buildings may be limited to one (1) tenant, either the owner or lessee, or contain a mixture of tenants including professional services, insurance companies, investment brokers, company headquarters, and services for the tenants such as a bank or savings and loan, a restaurant or cafeteria, and service retail and services facilities. There may be large amounts of space used for file storage or data processing.

The office category may also include medical offices that provide diagnoses and outpatient care on a routine basis, but which are unable to provide prolonged in-house medical/surgical care. A medical office is generally operated by either a single private physician or a group of doctors.

Research and Development

Research and development facilities are those primarily associated with the application of scientific research to the development of high technology products. Areas of concentration include materials, science, computer, electronic, and telecommunications products. Facilities may also contain offices and fabrication areas. Activities performed range from pure research to product development, testing, assembly, and distribution.

Industrial/Warehouse/Manufacturing

Warehouses are facilities that are primarily devoted to the storage of materials. They may also include office and maintenance areas. This category also includes buildings in which a storage unit or vault is rented for the storage of goods.

Manufacturing facilities are building structures where the primary activity is the conversion of raw materials or parts into finished products. Size and type of activity may vary substantially from one facility to another. In addition to actual production of goods, manufacturing facilities generally have office, warehouse, research and associated functions. This category includes light industrial facilities such as printing plants, material testing laboratories, assemblers of data processing equipment, and power stations.

Hospital

Hospital refers to any institution where medical or surgical care is given to non-ambulatory and ambulatory patients. The term does not however, refer to medical clinics (facilities that provide diagnoses and outpatient care only) or to nursing homes (facilities devoted to the care of persons unable to care for themselves).

Hotel/Motel

Hotels and motels are commercial establishments primarily engaged in providing lodging, or lodging and meals, for the general public. As defined by Government Code Section 65995(d), the hotel/motel category includes, but is not limited to, any hotel, motel, inn, tourist home, or other lodging for which the maximum term of occupancy does not exceed 30 days. It does not, however, include any residential hotel as defined by Section 50519(b)(1) of the Health and Safety Code.

Self-Storage

This category includes buildings in which a storage unit or vault is rented for the storage of goods and/or personal materials. This category may also include office areas associated with storage.

Note that CID land use categories may include different industry types. For example, firms in the transportation, communications, or utilities industries may be classified in up to six (6) of the seven (7) land use categories shown above. Similarly, retail firms may also occupy office or industrial space (e.g., for corporate headquarters or warehousing) and manufacturing firms may occupy retail space (e.g., factory retail outlets). In evaluating any given project, the School District should assign the project to whichever CID category is the predominant use within the project.

C. Linkage Impacts

Linkage impacts are estimated for "prototypical units" of 1,000 square feet of new commercial or industrial floor space. Separate impact estimates are made for each of the CID categories shown above, based primarily on differences in employment generation among these commercial/industrial uses. As noted above, major linkage impacts include employment impacts, household formation impacts, student generation impacts, school facilities cost impacts, and residential revenues. The nature and components of these impacts are summarized below, along with the key assumptions and data sources used in their estimation.

C.1 Employment Impacts

Employment impacts for each land use category are represented by the estimated number of employees generated per 1,000 square feet of CID floor space. These impacts include potential on-site employees only.

Assumptions and Data Sources

Employment impact estimates are based on employment generation factors which indicate occupied building square footage per employee. Pursuant to Section 17621(e)(1)(B) of the Education Code, employment generation factors were derived from the report entitled "San Diego Traffic Generators" prepared by SANDAG.

C.2 Household Impacts

Household impacts are represented by the estimated number of households associated with each category of employment impacts per 1,000 square feet of CID floor space. Household impacts include the following components.

- Total household impacts (i.e., the estimated number of households established by on-site employees, wherever these households may be located, per 1,000 square feet of CID floor space);
- School district household impacts (i.e., the estimated number of total households that will be located within the School District per 1,000 square feet of CID floor space); and
- Net school district household impacts (i.e., the estimated number of school district households that will occupy new housing within the School District per 1,000 square feet of CID floor space).

Please note that net school district household impacts are a component of school district household impacts, which are in turn a component of total household impacts. Also note that only net school district households are assumed to generate potential new students, thereby increasing school facilities costs for the School District. This is the case because only net school district households reside in new housing units—which may create a net demand for new school facilities and generate potential fee revenues—compared to existing housing units, whose previous occupants may have already had school-age children and which generate no potential fee revenues.

Assumptions and Data Sources

Total household impact estimates are based on the average number of employed persons per household calculated from data provided by the Census.

School district household impact estimates are based on the propensity of employed persons to live and work within the School District. Information gathered by the Census and SCAG was used in this calculation.

Net school district household impacts are based on the propensity to occupy new housing units (i.e., the ratio of new home sales to total home sales in the School District's region). This ratio is estimated based on home sales data provided by Dataquick.

C.3 Student Generation Impacts

Student generation impacts are calculated based on the estimated number of the School District's students associated with each category of net school district household impacts per 1,000 square feet of CID floor space. Separate student generation impacts are estimated for each school level (i.e., elementary school, middle school, and high school).

Inter-district transfer impacts are also calculated based on current employment within the School District and the current number of inter-district transfer students.

Assumptions and Data Sources

Student generation impacts are based on estimates of students per residential unit calculated by Dolinka Group. Student generation factors ("SGFs") are discussed in greater detail in Section VI. Inter-district data was provided by the School District while employment estimates are based on data provided by the Census.

C.4 School Facilities Costs Impacts

School facilities cost impacts are represented by the estimated gross school facilities cost impacts associated with each category of CID. Impacts are estimated for school facilities at each school level. These facilities cost impacts are based on site acquisition costs and facility construction costs at the K-8 School and high school levels.

Assumptions and Data Sources

School facilities cost impacts were calculated by multiplying the additional school facilities needed to adequately house students generated from Future Units by estimated school facilities costs. School facilities costs are based on estimates provided by the School District. For more information on school facilities costs, see the Residential Study.

C.5 Fee Revenues

Fee revenues for each land use category include the following components:

- Residential revenues associated with CID (i.e., residential revenues associated with each category of net school district household impacts per 1,000 square feet of commercial/industrial floor space); and
- Potential CID School Fee revenues (i.e., maximum CID School Fee revenues per 1,000 square feet of floor space).

Subtracting residential revenues from gross school facilities cost impacts for each CID category results in net school facilities cost impacts per 1,000 square feet of commercial/industrial floor space. These are the net school facilities costs that may have to be funded by CID School Fees.

Dividing net school facilities cost impacts by potential CID School Fee revenues for each CID category results in the percentage of the maximum CID School Fee that may be justifiably levied.

Assumptions and Data Sources

Residential revenue estimates of \$10,735 per unit are based on a weighted average of (i) the School District's proposed School Fee of \$3.36 per square foot multiplied by the School District's weighted average square footage of 2,968 square feet and (ii) the average mitigation amount of \$12,057 per mitigated residential unit.

IV. Facilities Capacity and Cost Estimates

In order to determine whether the School District's existing school facilities contain excess capacity to house students generated by future CID, Dolinka Group evaluated school facilities capacity and student enrollment for school year 2013/2014. In addition, Dolinka Group utilized information contained in the Residential Study to estimate the school facilities costs per student.

A. School Facilities Capacity

Collectively, the School District's school facilities in school year 2013/2014 have a capacity of 39,842 students per section 17071.10(a) of the Education Code. Of these 39,842 seats, 22,624 are at the elementary school level, 6,410 are at the middle school level, and 10,808 are at the high school level. These capacities include seats from all new school facility construction projects funded by the State and teaching stations purchased by the School District without State funding. Furthermore, the school level configuration of the School District has been altered to be consistent with the SAB Form 50-02 (for more information on facilities capacity, please see the Residential Study). The enrollment of the School District in school year 2013/2014 is 50,740 students. As shown in Table 1 below, the School District's student enrollment exceeds facilities capacity at all school levels in school year 2013/2014. Therefore, the School District's existing school facilities do not contain excess capacity to house students generated by future CID.

Table 1
Existing School Facilities Capacity and Student Enrollment

School Level^[1]	2013/2014 Facilities Capacity^[2]	2013/2014 Student Enrollment^[3]	Excess / (Shortage) Capacity
Elementary School (Grades K-6)	22,624	27,248	(4,624)
Middle School (Grades 7-8)	6,410	8,473	(2,063)
High School (Grades 9-12)	10,808	17,033	(6,225)
Total	39,842	52,754	(12,912)

[1] The School District's school level configuration has been altered to be consistent with the SAB Form 50-02.
[2] SAB Form 50-02 plus State funded capacity and teaching stations purchased by the School District.
[3] 2013/2014 student enrollment provided by the School District.

B. School Facilities Costs per Student

In order to calculate the total school facilities cost impacts per student generated by non-mitigated Future Units, Dolinka Group first determined the School District's school facilities needs required by Future Units. The school facilities needs for Future Units were determined by projecting student enrollment and analyzing existing school facilities. Based on the calculations included in the Residential Study, the School District will need to construct new K-8 Schools, high school, and central administrative and support facilities. Dolinka Group then utilized the estimated cost for the aforementioned facilities contained in the Residential Study.

As shown in Table 10 of the Residential Study, the total school facilities cost impacts are \$85,371,014 at the K-8 School level and \$62,160,079 at the high school level. Table 2 shows the total school facilities cost impacts for future residential development, the projected number of students to be generated from Future Units, and the school facilities costs per student by school level.

Table 2
Estimated School Facilities Cost Impacts per Student (2014\$)

School Level	Total School Facilities Cost Impacts	Projected Students Generated from Future Units	School Facilities Costs per Student
K-8 School	\$85,371,014	1,540	\$55,436
High School	\$62,160,079	737	\$84,342

V. New Residential Housing Opportunities within the School District

To satisfy the nexus requirements, the Study must examine the extent to which new residential development can house a net increase in students generated by employment opportunities within the School District. This is because families of new employees within the School District who move into existing homes are assumed to be displacing families with identical numbers of students, thereby resulting in no net change in the School District's student enrollment. Only families moving into new homes, or families moving into existing homes where the displaced families are moving into new homes, can lead to an increase in the School District enrollment.

Projections of the number of Future Units to be built within the School District's boundaries were obtained from information provided by the Cities, the County, and SCAG. Based on this data, 8,670 Future Units are projected to be developed within the School District through calendar year 2035. Table 3 below shows the number of mitigated and non-mitigated Future Units by land use.

**Table 3
Future Units**

Land Use	Mitigated Future Units	Non-Mitigated Future Units	Total Future Units
Single Family Detached	1,578	5,254	6,832
Multi-family Attached	1,594	244	1,838
Total	3,172	5,498	8,670

Furthermore, for more information on Future Units constructed in place of demolished residential units ("Reconstruction"), please reference the Residential Study.

VI. Findings of Commercial/Industrial Impact Analysis

This section presents the quantitative findings of the commercial/industrial nexus analysis summarized in Section III. In particular, this section presents estimates of the following:

- All "linkage impacts" discussed in Section III, by CID land use category.
- Gross school facilities cost impacts per 1,000 square feet of commercial/industrial floor space.
- Net school facilities cost impacts (i.e., gross school facility cost impacts minus residential revenues) per 1,000 square feet of commercial/industrial floor space.
- The percentage of the maximum CID School Fee per square foot allowed by law that can be justified to pay for new school facilities.

A. Employment Impacts

As indicated in Section III, employment impacts for different CID categories equal the estimated number of on-site employees generated per 1,000 square feet of commercial/industrial floor space. Consistent with the provisions of Section 17621(e)(1)(B) of the Education Code, employment impacts for each category are based on data from SANDAG. Employment factors utilized in the analysis are shown below:

- Retail and Services--447 square feet per employee
- Office--286 square feet per employee
- Research and Development--329 square feet per employee
- Industrial/Warehouse/Manufacturing--371 square feet per employee
- Hospital--360 square feet per employee
- Hotel/Motel--883 square feet per employee
- Self-Storage--15,552 square feet per employee

The reciprocals of these factors indicate numbers of employees per square foot. Multiplying the reciprocals by 1,000 square feet results in employees per 1,000 square feet, or the employment impacts shown in Table 4.

**Table 4
Employment Impacts per 1,000 Square Feet**

CID Land Use Category	Employees per 1,000 Square Feet
Retail and Services	2.2371
Office	3.4965
Research and Development	3.0395
Industrial/Warehouse/Manufacturing	2.6954
Hospital	2.7778
Hotel/Motel	1.1325
Self-Storage	0.0643
Source: SANDAG	

B. Household Impacts

As noted in Section III, household impacts equal the estimated number of households associated with each category of employment impacts, per 1,000 square feet of commercial/industrial floor space. Household impacts include the following components:

- Total Household Impacts
- School District Household Impacts
- Net School District Household Impacts

B.1 Total Household Impacts

Total household impacts equal the number of households per 1,000 square feet of commercial/industrial floor space established by on-site employees, wherever these households may be located, and include households residing outside of the School District. These impacts are estimated based on an average of 1.3354 employed persons per household. This estimate was calculated by dividing the total number of employed people in the School District by the total number of households in the School District as provided by the Census.

Dividing employment impacts listed in Table 4 by this 1.3354 factor results in the total household impacts per 1,000 square feet of commercial/industrial floor space shown in Table 5.

Table 5
Total Household Impacts per 1,000 Square Feet CID

CID Land Use Category	Total Household Impacts
Retail and Services	1.6752
Office	2.6183
Research and Development	2.2761
Industrial/Warehouse/Manufacturing	2.0184
Hospital	2.0801
Hotel/Motel	0.8481
Self-Storage	0.0482

B.2 School District Household Impacts

School district household impacts equal the number of total households that locate within the School District per 1,000 square feet of CID floor space. To determine these impacts, Dolinka Group utilized data from the Census and SCAG. Based on this data, approximately 35.25 percent of the employed persons within the School District are estimated to live within the School District. This trend is expected to increase as new residential and CID projects are approved and additional homes and jobs are created within the School District.

Multiplying total household impacts shown in Table 5 by the estimated propensity to live and work within the School District factor of 35.25 percent results in the school district household impacts per 1,000 square feet of CID. These are shown in Table 6.

Table 6
School District Household
Impacts per 1,000 Square Feet CID

CID Land Use Category	School District Household Impacts
Retail and Services	0.5905
Office	0.9230
Research and Development	0.8023
Industrial/Warehouse/Manufacturing	0.7115
Hospital	0.7332
Hotel/Motel	0.2990
Self-Storage	0.0170

B.3 Net School District Household Impacts

Net school district household impacts equal the number of school district household impacts by CID category per 1,000 square feet of commercial/industrial floor space that will occupy new housing units within the School District. These impacts are based on the propensity to occupy new housing within the general area of the School District.

Data on recent resales and new home sales was obtained from Dataquick. Based on this data, new home sales in the School District were estimated to equal 3.97 percent of the total housing units which will experience occupant turnover during the period considered in the Study.

Multiplying school district household impacts shown in Table 6 by 3.97 percent results in the net school district household impacts per 1,000 square feet of CID shown in Table 7. As noted in Section III, only net school district households are assumed to generate potential new students, thereby increasing school facilities costs to the School District.

Table 7
Net School District Household
Impacts per 1,000 Square Feet CID

CID Land Use Category	Net School District Household Impacts
Retail and Services	0.0234
Office	0.0366
Research and Development	0.0319
Industrial/Warehouse/Manufacturing	0.0282
Hospital	0.0291
Hotel/Motel	0.0119
Self-Storage	0.0007

C. Student Generation Impacts

As noted in Section III, student generation impacts equal the number of the School District's students associated with each category of CID space. Separate student generation impacts are estimated for each CID category and school level.

C.1 Residential Student Generation Impacts

In order to analyze the impact on the School District's student enrollment from Future Units, Dolinka Group calculated SGFs for SFD units and MFA units which include condominiums, townhomes, duplexes, triplexes, and apartments. The process of determining SGFs involved cross-referencing the School District's enrollment data against residential data from the County Assessor (see the Residential Study for more information). The resulting SGFs are shown in Table 8.

Table 8
Student Generation Factors

School Level	Single Family Detached Units	Multi-family Attached Units
Elementary School	0.1782	0.2184
Middle School	0.1006	0.0893
High School	0.1348	0.1173
Total	0.4136	0.4250

To blend the SGFs of the two (2) land uses into a single SGF for each school level, the land uses were weighted in proportion to each type's percentage of the Future Units to be constructed within the School District. Applying these weighting factors yields the following blended SGFs.

Table 9
Blended Student Generation Factors

School Level	Student Generation Factors
Elementary School	0.1867
Middle School	0.0982
High School	0.1311
Total	0.4160

C.2 Total Student Generation Impacts

Multiplying net school district household impacts shown in Table 7 by the blended SGFs shown in Table 9 results in the average student generation impacts per 1,000 square feet of CID. These average student generation impacts are shown by school level in Table 10.

Table 10
Average Student Generation Impacts per 1,000 Square Feet CID

CID Land Use Category	Elementary School Impacts	Middle School Impacts	High School Impacts	Total Student Generation Impacts ^[1]
Retail and Services	0.0044	0.0023	0.0031	0.0098
Office	0.0068	0.0036	0.0048	0.0152
Research and Development	0.0060	0.0031	0.0042	0.0133
Industrial/Warehouse/Manufacturing	0.0053	0.0028	0.0037	0.0118
Hospital	0.0054	0.0029	0.0038	0.0121
Hotel/Motel	0.0022	0.0012	0.0016	0.0050
Self-Storage	0.0001	0.0001	0.0001	0.0003

[1] Numbers may not sum due to rounding.

C.3 Inter-District Transfer Impacts

The inter-district transfer rate is determined by calculating the ratio of student transfers into the School District's schools by the number of persons employed within its boundaries. Based on information provided by the School District, total student transfers into the School District's schools for school year 2013/2014 total 591 at the elementary school level, 129 at the middle school level, and 281 at the high school level. Employment within the School District's area is estimated at 155,877 persons based on employment estimates provided by SCAG. Table 11 shows the inter-district transfer rate by school level.

Table 11
Inter-District Transfer Rates

School Level	Inter-District Transfer Rate
Elementary School	0.0038
Middle School	0.0008
High School	0.0018
Total	0.0064

In order to calculate total inter-district transfer impacts per 1,000 square feet of CID space, the inter-district transfer rate by school level in Table 11 must first be multiplied by the employment impact factors by CID land use category in Table 4. The resulting inter-district transfer impacts are displayed in Table 12.

Table 12
Inter-District Transfer Impacts per 1,000 Square Feet CID

CID Land Use Category	Elementary School Inter-District Impacts	Middle School Inter-District Impacts	High School Inter-District Impacts	Total Inter-District Impacts
Retail and Services	0.0085	0.0018	0.0040	0.0143
Office	0.0133	0.0028	0.0063	0.0224
Research and Development	0.0116	0.0024	0.0055	0.0195
Industrial/Warehouse/Manufacturing	0.0102	0.0022	0.0049	0.0173
Hospital	0.0106	0.0022	0.0050	0.0178
Hotel/Motel	0.0043	0.0009	0.0020	0.0072
Self-Storage	0.0002	0.0001	0.0001	0.0004

C.4 Total Student Generation Impacts

To determine the total student generation impacts of CID on the School District, the average student generation impacts from Table 10 are added to the inter-district transfer impacts from Table 12. The resulting total student generation impacts are displayed in Table 13.

Table 13
Total Student Generation Impacts per 1,000 Square Feet CID

CID Land Use Category	Total Elementary School Impacts	Total Middle School Impacts	Total High School Impacts	Total Student Generation Impacts^[1]
Retail and Services	0.0129	0.0041	0.0071	0.0241
Office	0.0201	0.0064	0.0111	0.0376
Research and Development	0.0176	0.0055	0.0097	0.0328
Industrial/Warehouse/Manufacturing	0.0155	0.0050	0.0086	0.0291
Hospital	0.0160	0.0051	0.0088	0.0299
Hotel/Motel	0.0065	0.0021	0.0036	0.0122
Self-Storage	0.0003	0.0002	0.0002	0.0007

[1] Numbers may not sum due to rounding.

D. Gross School Facilities Cost Impacts

As noted in Section III, school facilities cost impacts equal the gross school facilities cost impacts (exclusive of residential revenues) associated with the total student generation impact of each CID category. These impact estimates are derived from the school facilities costs per student shown in Table 2 and the total student generation impacts shown in Table 13. Multiplying the total student generation impacts by the costs per student results in the gross school facilities cost impacts per 1,000 square feet shown in Table 14.

Table 14
Gross School Facilities Cost Impacts per 1,000 Square Feet CID (2014\$)

CID Land Use Category	Elementary School Impacts	Middle School Impacts	High School Impacts	Gross School Facilities Cost Impacts ^[1]
Retail and Services	\$715	\$227	\$599	\$1,541
Office	\$1,114	\$355	\$936	\$2,405
Research and Development	\$976	\$305	\$818	\$2,099
Industrial/Warehouse/Manufacturing	\$859	\$277	\$725	\$1,861
Hospital	\$887	\$283	\$742	\$1,912
Hotel/Motel	\$360	\$116	\$304	\$780
Self-Storage	\$17	\$11	\$17	\$45

[1] Numbers may not sum due to rounding.

E. Fee Revenues

As noted in Section III, fee revenues include two (2) components: residential revenues and potential CID School Fee revenues.

E.1 Residential Revenues and Net School Facility Costs

Residential revenues equal the maximum revenues from residential development associated with each category of net school district households per 1,000 square feet of CID floor space. These revenues are derived from (i) a weighted average of the School District's proposed School Fee of \$3.36 multiplied by the School District's weighted average square footage for residential units of 2,968 square feet and (ii) the School District's average mitigation obligation of \$12,057 per mitigated unit. Based on this calculation, the residential revenues per unit in the School District are estimated to be \$10,735.

Multiplying net school district household impacts shown in Table 7 by residential revenues results in the residential revenues per 1,000 square feet of CID floor space shown in Table 15.

Table 15
Residential Revenues per 1,000 Square Feet CID (2014\$)

CID Land Use Category	Net School District Household Impacts	Average Residential Revenues	Residential Revenues
Retail and Services	0.0234	\$10,735	\$251
Office	0.0366	\$10,735	\$393
Research and Development	0.0319	\$10,735	\$342
Industrial/Warehouse/Manufacturing	0.0282	\$10,735	\$303
Hospital	0.0291	\$10,735	\$312
Hotel/Motel	0.0119	\$10,735	\$128
Self-Storage	0.0007	\$10,735	\$8

E.2 Net School Facilities Cost Impacts

In order to calculate the net school facilities cost impacts per 1,000 square feet of CID, the residential revenues shown in Table 15 were subtracted from the gross school facilities cost impacts shown in Table 14. The results are the net school facilities cost impacts that must be funded by CID School Fees. The net school facilities cost impacts are shown in Table 16.

Table 16
Net School Facilities Cost Impacts per 1,000 Square Feet of CID (2014\$)

CID Land Use Category	Gross School Facilities Cost Impacts	Residential Revenues	Net School Facilities Cost Impacts^[1]
Retail and Services	\$1,541	\$251	\$1,290
Office	\$2,405	\$393	\$2,012
Research and Development	\$2,099	\$342	\$1,757
Industrial/Warehouse/Manufacturing	\$1,861	\$303	\$1,558
Hospital	\$1,912	\$312	\$1,600
Hotel/Motel	\$780	\$128	\$652
Self-Storage	\$45	\$8	\$37

[1] Numbers may not sum due to rounding.

E.3 Potential Commercial/Industrial School Fee Revenues

Potential commercial/industrial School Fee revenues equal \$540 per 1,000 square feet of commercial/industrial development. This School Fee is based on the current maximum commercial/industrial School Fee of \$0.54 per square foot.

F. Justification of Commercial/Industrial School Fees

Dividing net school facilities cost impacts shown in Table 16 by \$540 for each land use category results in the cost-revenue ratios shown in Table 17. The cost-revenue ratios determine whether the maximum CID School Fee can be justified. In calculating the ratios, only net school facilities cost impacts are considered in comparison to the CID School Fee revenues.

Table 17
Cost Revenue Ratios

CID Land Use Category	Cost-Revenue Ratio	Maximum CID School Fee per Square Foot
Retail and Services	2.3889	\$0.54
Office	3.7259	\$0.54
Research and Development	3.2537	\$0.54
Industrial/Warehouse/Manufacturing	2.8852	\$0.54
Hospital	2.9630	\$0.54
Hotel/Motel	1.2074	\$0.54
Self-Storage	0.0685	\$0.037

On January 22, 2014, the SAB increased the maximum CID School Fee authorized by Section 17620 of the Education Code from \$0.51 to \$0.54 per square foot for unified school districts. This amount represents the maximum the School District can receive from new CID. Justification of the CID School Fee is based on a comparison of net school facilities cost impacts with the maximum CID School Fee revenues of \$540 per 1,000 square feet. As shown in Table 17, the School District is justified in levying the maximum School Fee of \$0.54 per square foot, or \$540 per 1,000 square feet of CID, on future CID for all land use categories, except for the Self-Storage category where it is justified in levying a School Fee of \$0.037 per square foot, or \$37 per 1,000 square feet of CID.

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CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 23, 2014

**REQUEST FOR CHARTER PETITION RENEWAL OF
OXFORD PREPARATORY ACADEMY**

The petition was still being prepared by legal counsel when the agenda was distributed on April 16. The petition will be posted by Friday, April 18, 2014.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 23, 2014

REPORT ON COMMUNITY FACILITIES DISTRICTS

BACKGROUND INFORMATION

At the October 24, 2012, regular Board meeting, staff provided the Board of Trustees an overview of Capistrano Unified School District's Community Facilities Districts (CFDs) and other capital facilities funding sources. The report also provided information on CFDs in general. At the March 7, 2014, special Board meeting, the Board asked staff to provide a more detailed overview of CFDs and how they impact various stakeholders such as homeowners, cities, developers, school districts, and CFD bond holders.

CURRENT CONSIDERATIONS

The report in this agenda item will provide to Trustees an in-depth look at the various aspects of CFDs from initial formation to the resulting CFD rate and method of apportionment documents associated with the homeowner's Mello-Roos taxes. Mr. Alex Bowie and Ms. Lynh Nguyen of Bowie, Arneson, Wiles & Giannone; Ms. Andrea Roess with David Taussig & Associates; and Ms. Lori Raineri with Government Financial Strategies, Incorporated, will be present and available to answer any questions Trustees may have following the presentation.

FINANCIAL IMPLICATIONS

There is no financial impact.

STAFF RECOMMENDATION

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

**"Empowering
Students for
Success"**



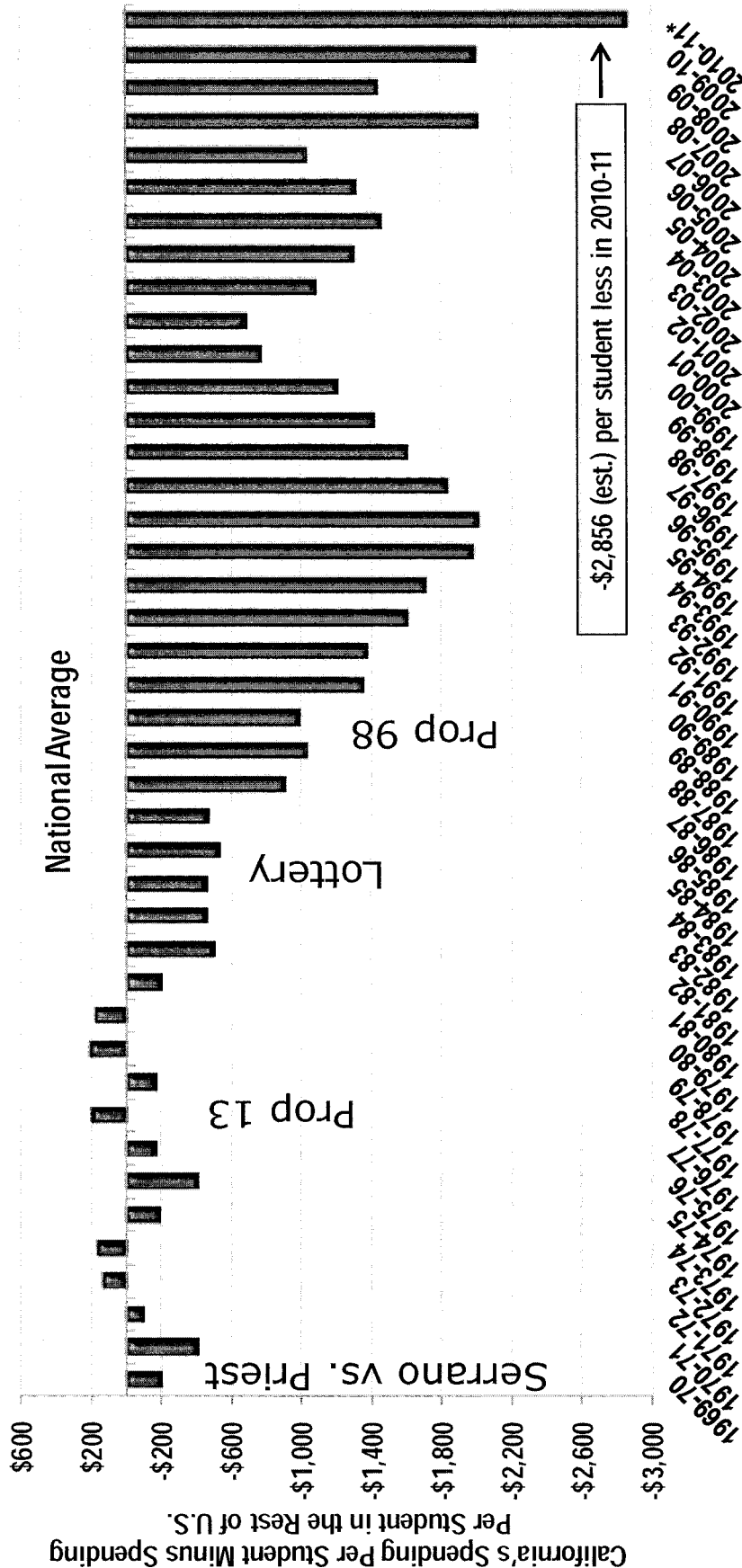
Capistrano Unified School District Community Facilities District Overview and Update

April 23, 2014



California Per Student Expenditure Compared to National Average

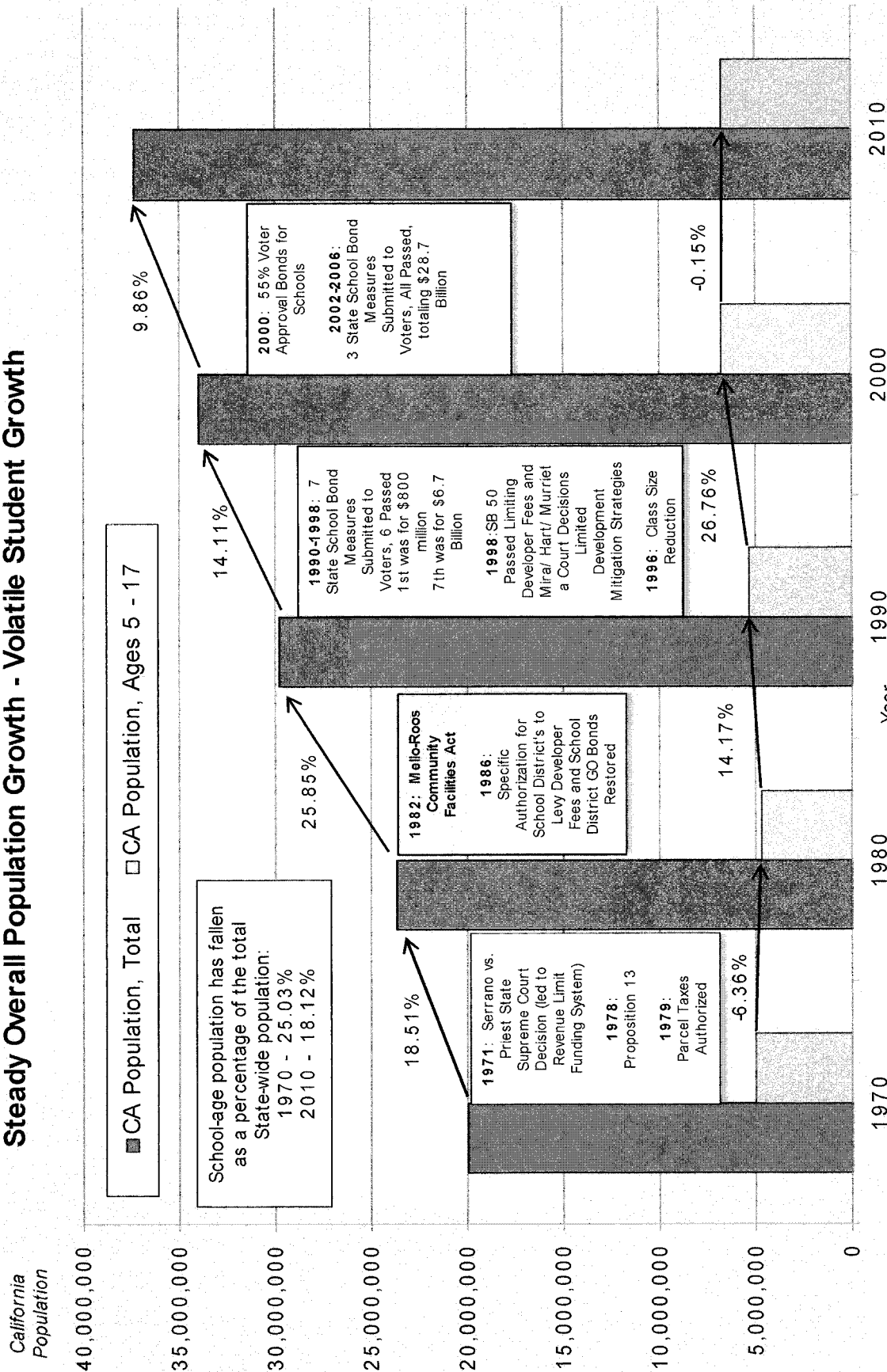
California's K-12 Spending Per Student Lags Behind
That of the Rest of the U.S. More Than at Any Time in 40 Years



* 2010-11 data estimated
Note: Rest of U.S. excludes the District of Columbia
Source: National Education Association

Condensed View of 40 Years

Steady Overall Population Growth - Volatile Student Growth



Data from *Estimated Total and School-Age Resident Populations, by State: Selected Years, 1970 - 2011*, from U.S. Department of Commerce, Census Bureau, *Current Population Reports*, Series P-25, No. 1095; (www.nces.ed.gov/programs/digest/d09/tables/dt09_017.asp). Prepared August 2012.

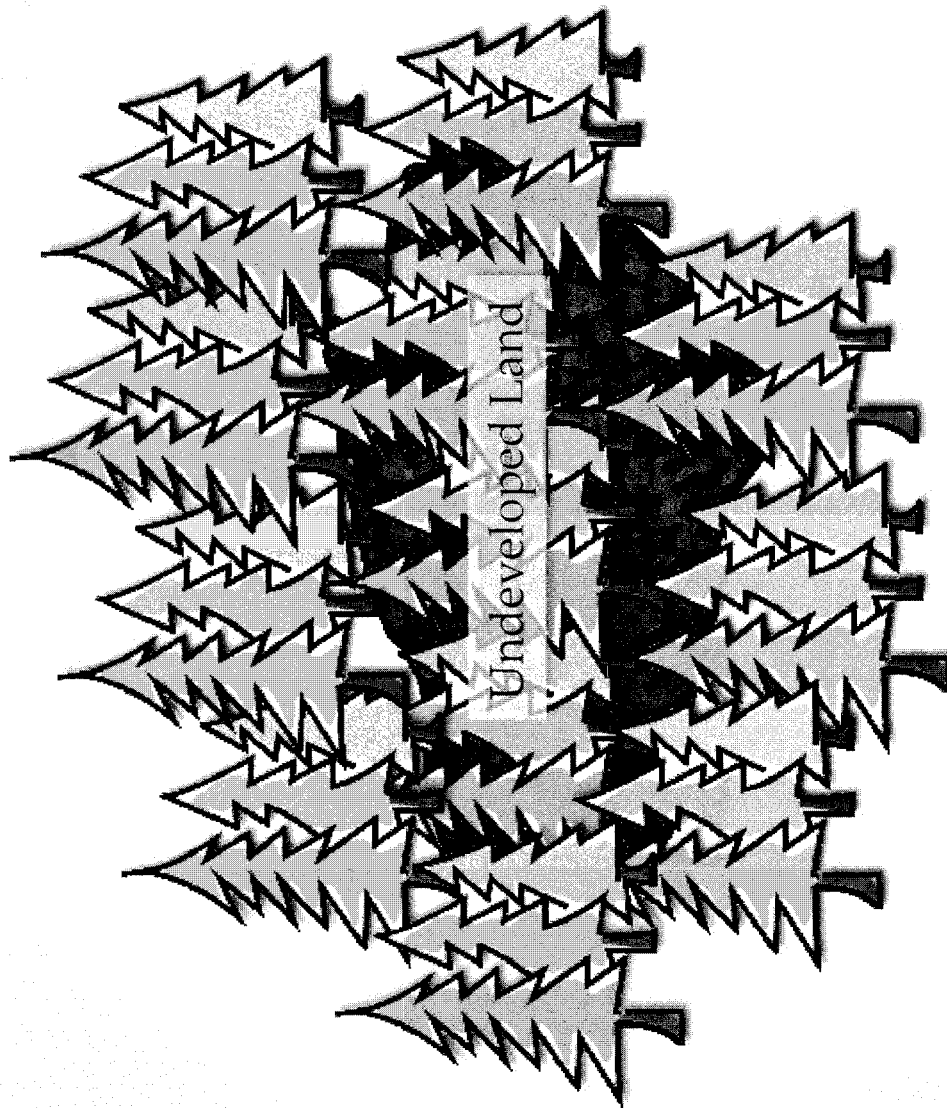


The Mello-Roos Act

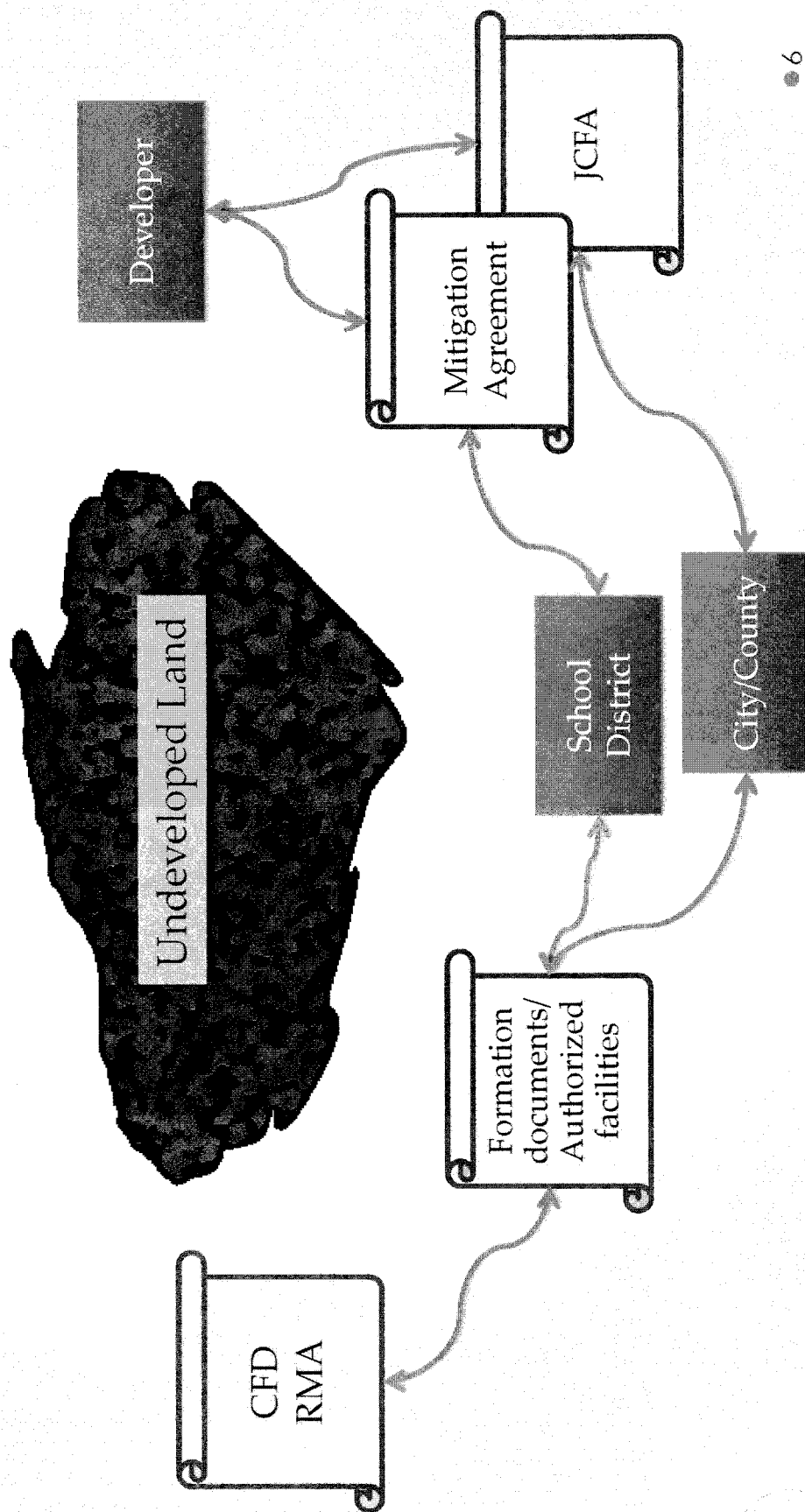
- The Mello-Roos Community Facilities Act authorizes the formation of a Community Facilities District (“CFD”) covering a defined geographical area
- An election may be held within the boundaries of the CFD to authorize Mello-Roos taxes and the issuance of bonds
 - Vote can be a landowner vote if CFD has less than 12 registered voters
- Allows for a flexible tax formula - but must be reasonable and not ad valorem (not based on assessed value)
- Original discretion to exempt types of property or taxpayers
- Taxes may be used for facilities, furniture & equipment, with a useful life of at least five years
- Mello-Roos special tax bonds are a method for capitalizing Mello-Roos taxes (although lease-purchases or certificates of participation can also be used)



Understanding Community Facilities Districts



Understanding Community Facilities Districts



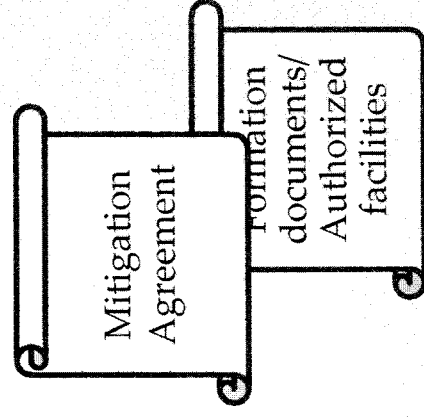
Development Considerations

- School Locations and Attendance Boundaries
- Student Capacity at current School Sites
- Need for New/Expanded/Modernized School Facilities
- Students generated by:
 - New development
 - Infill and demographic changes in existing areas
- Pace of New Development
- Size of Development Projects

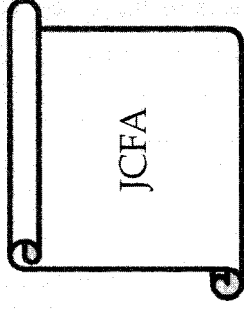


Mitigation Agreements/ CFD Formation

- Interface with Developer/City/County Entitlements and Environmental Review
 - Between CUSD and the Developer(s) (who owns the land)
- Mitigation Agreement
- Factors that can Influence a Mitigation Agreement
 - Current law
 - Future State Funding
 - Current/anticipated CUSD student needs
 - Joint Use Agreements
 - Current market conditions (home prices, pace of development, size of development, etc)
 - Parties involved
 - Board policies and directions
 - Developer considerations
- CFD Goals and Policies
 - Government Code Section 53312.7
- Resolution of Intention
- Resolution of Formation
- CFD Report
- Rate and Method of Apportionment
- Joint Community Facilities Agreement



Joint Community Facilities Agreements (JCFA)



- Contractual Obligations
- Between CUSD, Developer(s) and other governmental entities
- Examples
 - City
 - County
- Non-school facilities
 - Streets
 - Bridges
 - Sewers
 - Water
 - Fire
 - Parks



Other Funding Agreements

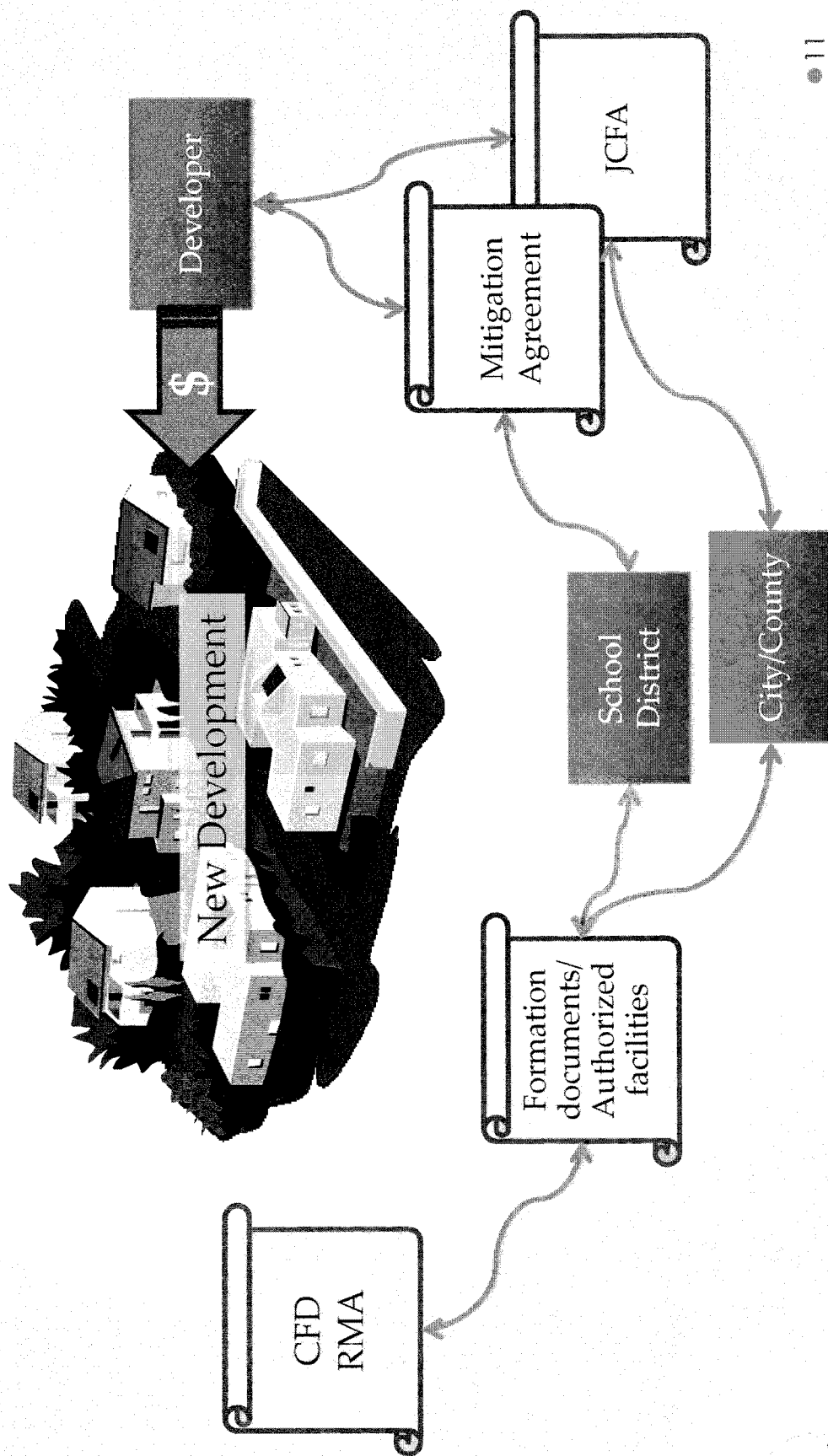
- Contractual Obligations
- Varies depending on CFD and circumstances
- Examples
 - Rancho Mission Viejo – New Development
 - Amendments to Mitigation Agreements
 - Amendments to Joint Community Facilities Agreements

Boundary Map

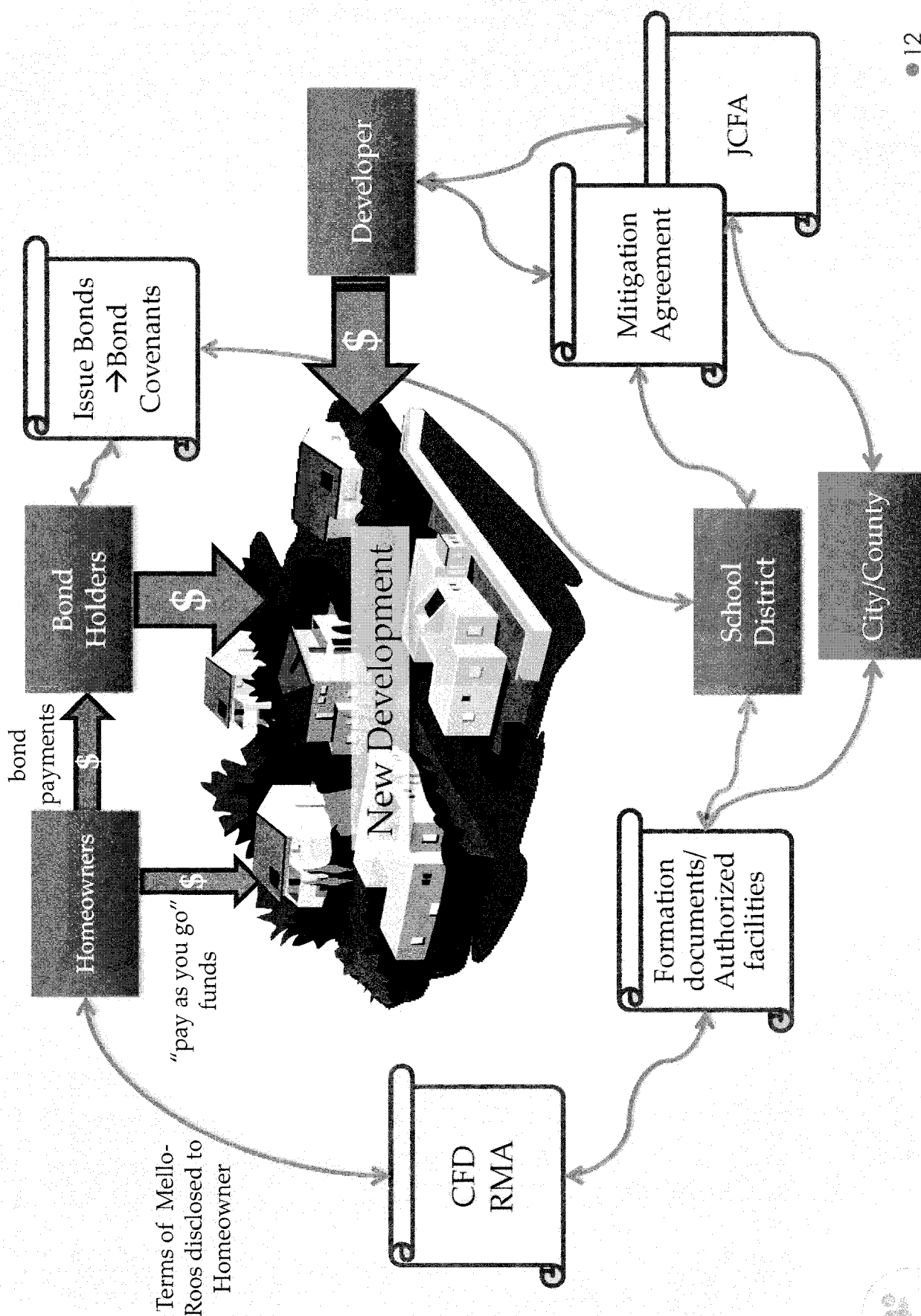
- Statutorily required under Government Code Section 53325.1 and Streets & Highways Code Sections 3111 and 3113
- Recorded with the county recorder's office
- Does not have to conform to jurisdictional boundaries
- Does not have to be contiguous
- May not extend beyond local agency's boundaries unless part of a Joint Powers Agreement with the agency in which the boundary extends



Understanding Community Facilities Districts

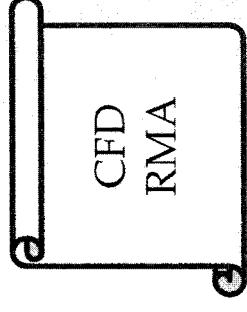


Understanding Community Facilities Districts



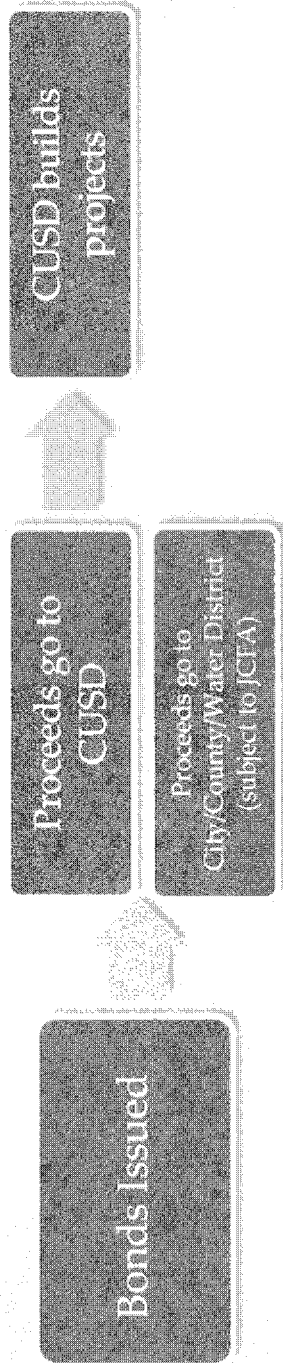
Disclosure to Homebuyers

- Developer is **legally** required to disclose special tax (Civil Code Section 1102.6b and Government Code Section 53340.2)
- Notice of Special Tax contains:
 - Maximum tax rate
 - Maximum tax rate escalator (if any)
 - Term of special tax
 - Authorized facilities which are being paid for by the special taxes
 - Authorized applicable services
 - Any liens on the special taxes related to outstanding or anticipated bond issuances

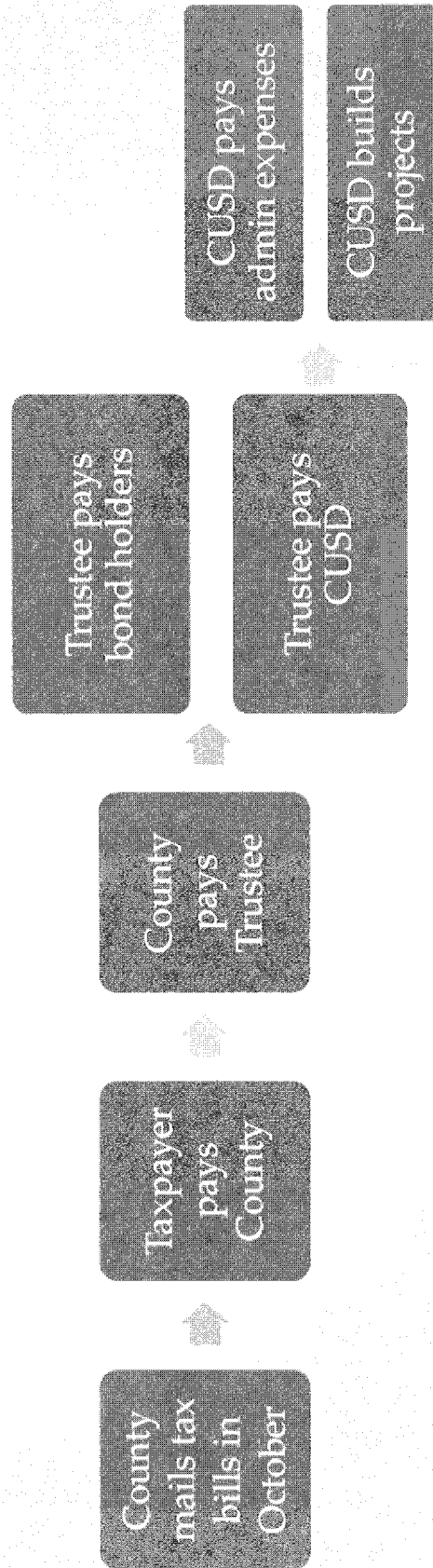


Flow of Funds

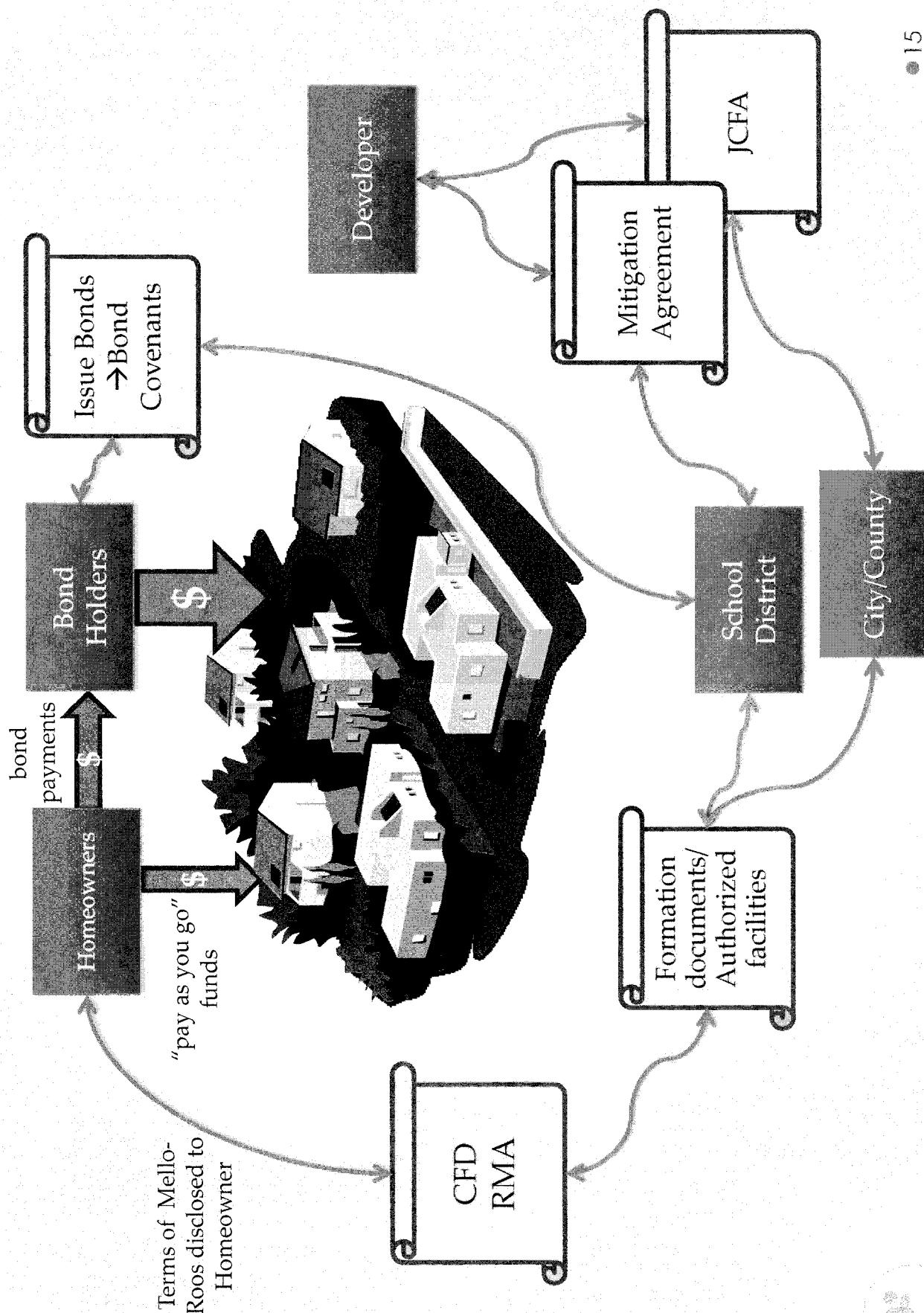
Bond Sale



Annual Special Taxes



Understanding Community Facilities Districts



Questions? ...



Appendix

• • •

Capistrano Unified School District
Community Facilities Districts



CUSD Facilities Funding

- 11 CFDs
 - 87-1 Aliso Viejo/Mission Viejo
 - 88-1 Rancho Santa Margarita
 - 90-1 Coto de Caza
 - 90-2 Talega
 - 90-2 Talega Improvement Area 2002-1
 - 92-1 Las Flores
 - 94-1 Rancho Santa Margarita II
 - 98-1 Pacifica San Juan
 - 98-2 Ladera
 - 2004-1 Rancho Madrina
 - 2005-1 Whispering Hills
- Funding available for site improvements
 - Each CFD generates revenue for funding COP debt obligations, administration expense and maintaining a required reserve
 - Additional CFDs revenue may be used for authorized facilities on a pay as you go basis
- Needs identified in Master Plan
 - The District has a comprehensive master plan based on identified needs at all sites.
- Other Funding Available for All Sites
 - The District also has other capital facilities funds
 - Measure "A"
 - Developer Fees
 - Redevelopment Agency pass through funds



87-1 Aliso Viejo/Mission Viejo

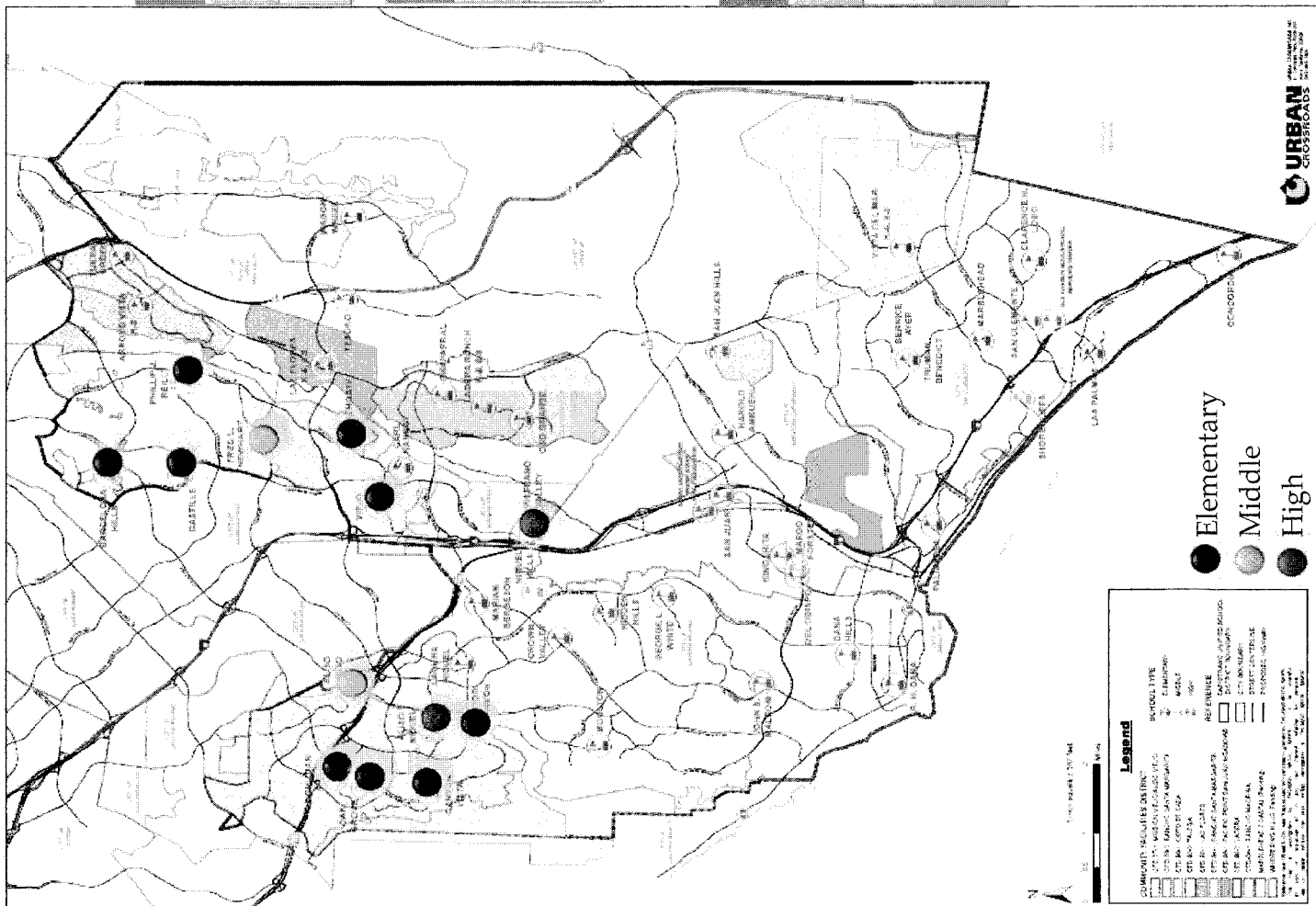
CFD Terms		
Bond Maturity	2020	(Bonds will be paid early in 2016)
Tax Term	N/A	(Tax term will end in 2016)

Available Funds (funds will be used to end CFD early)		
2012-2013 Transfer		\$3,508,227
2013-2014 Beginning Balance*		\$10,197,218

*Funds for paying 87-1 bonds early in 2016, CVHS lunch pavilions and ANHS security cameras

Identified Site Needs (Master Plan)**		
Code Updates		\$2,197,860
Renovation		\$17,944,725
Total Identified		\$20,142,585

**Does not include site work, minimum essential facilities, classroom replacement, or deferred maintenance estimates



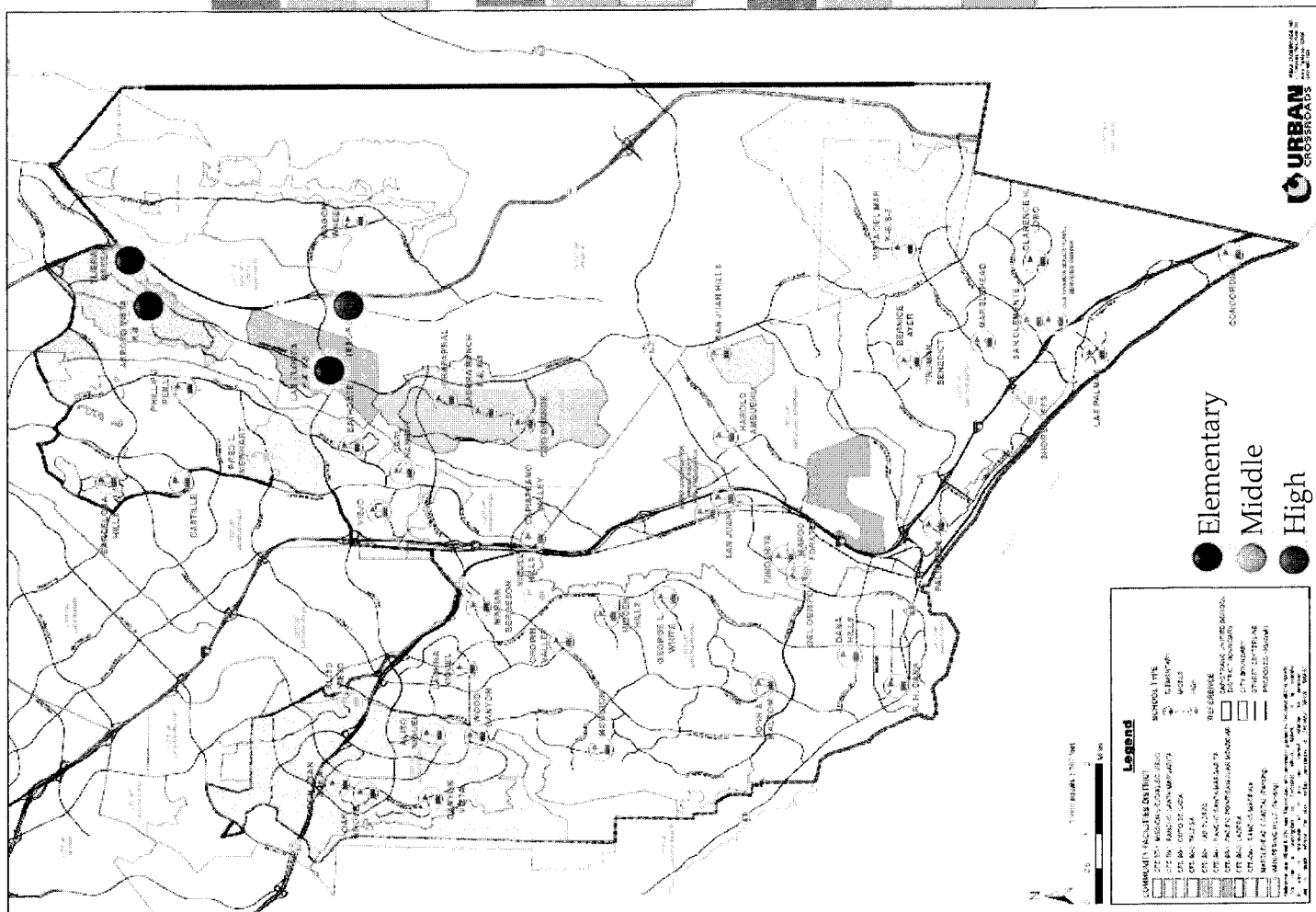
88-1 Rancho Santa
Margarita (RSM)

CFD Terms	
Bond Maturity	2014
Tax Term	N/A

Available Funds	
2012-2013 Transfer	\$97,242
2013-2014 Beginning Balance	\$885,824

Identified Site Needs (Master Plan)*	
Code Updates	\$767,243
Renovation	\$6,335,472
Total Identified	\$7,102,715

*Does not include site work, minimum essential facilities, classroom replacement, or deferred maintenance estimates



90-1 Coto de Caza

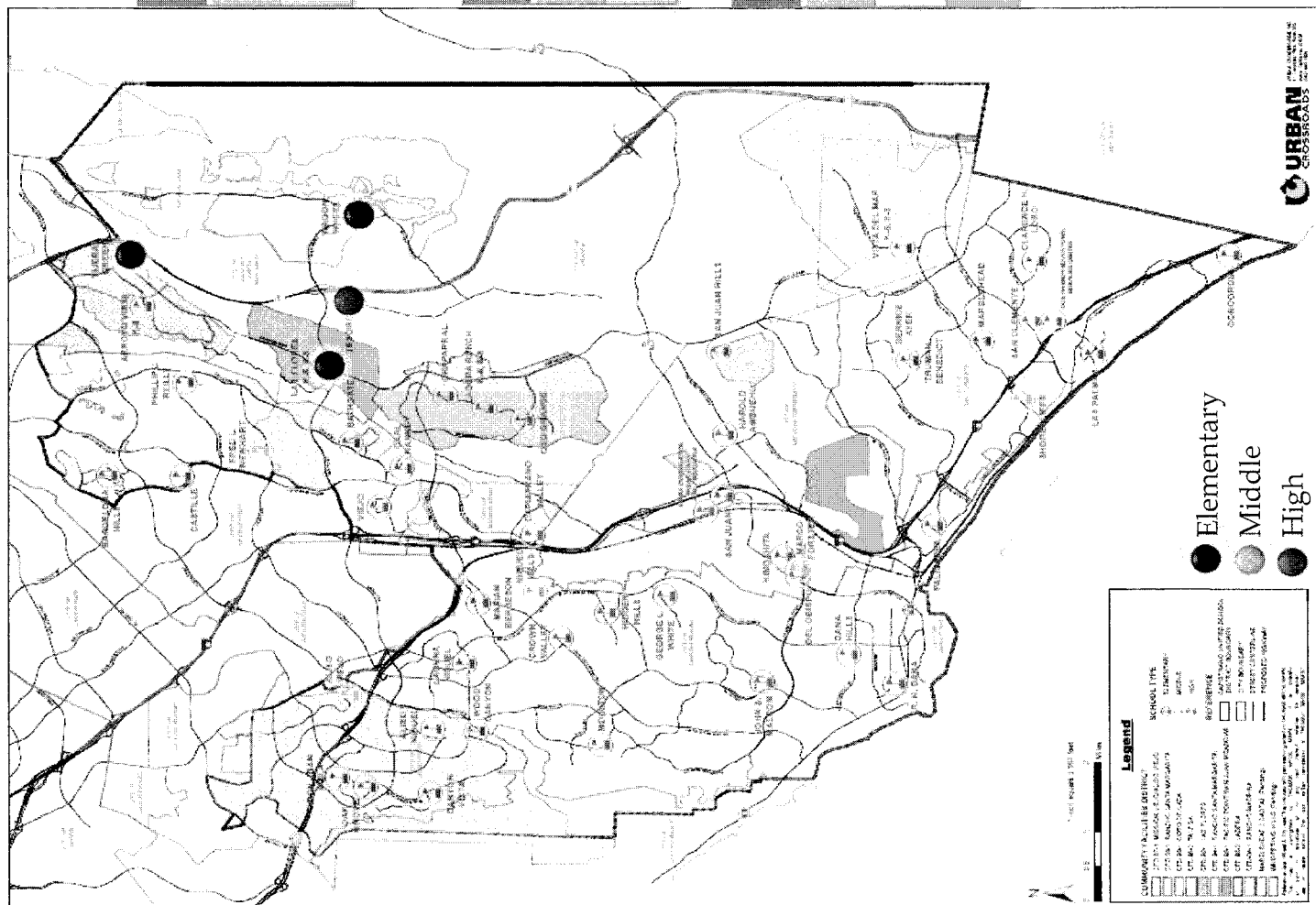
CFD Terms*		
Bond Maturity		N/A
Tax Term		N/A

*CFD has no bonds issued. Assessment levied once at building permit issuance.

Available Funds	
2012-2013 Transfer	\$148,171
2013-2014 Beginning Balance	\$2,038,856

Identified Site Needs (Master Plan)**	
Code Updates	\$800,423
Renovation	\$5,950,965
Total Identified	\$6,751,388

****Does not include site work, minimum essential facilities, classroom replacement, or deferred maintenance estimates**



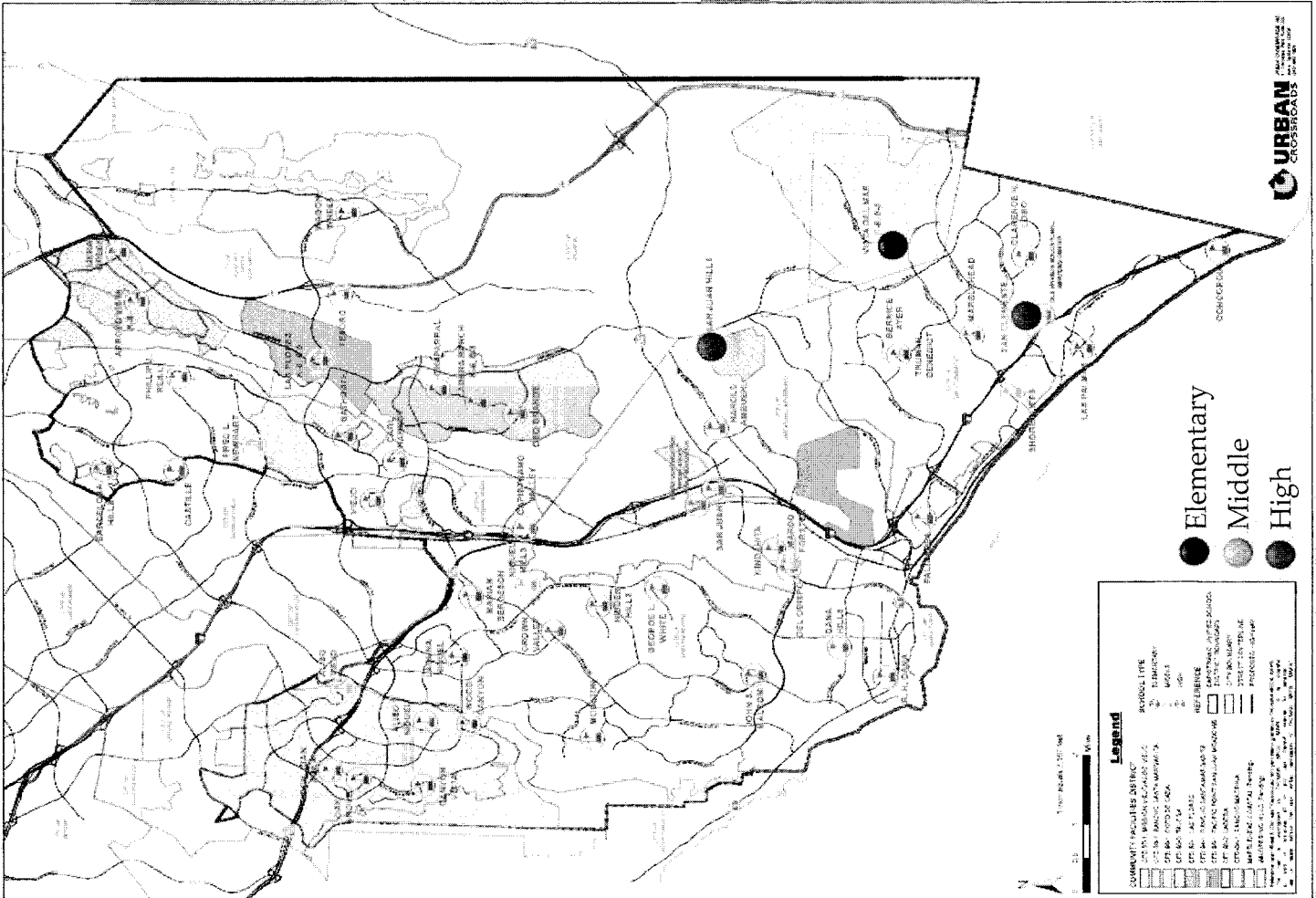
90-2 Tailega / IA 2002-1

CFD Terms		
Bond Maturity	2032 / 2033	
Tax Term	2036-2037 / 2044-2045	

Available Funds		
2012-2013 Transfer	\$1,212,692	\$317,605
2013-2014 Beginning Balance	\$5,002,012	\$1,082,532

Identified Site Needs (Master Plan)*		
Code Updates	\$1,959,780	
Renovation	\$7,697,935	
Total Identified	\$9,657,715	

*Does not include site work, minimum essential facilities, classroom replacement, or deferred maintenance estimates



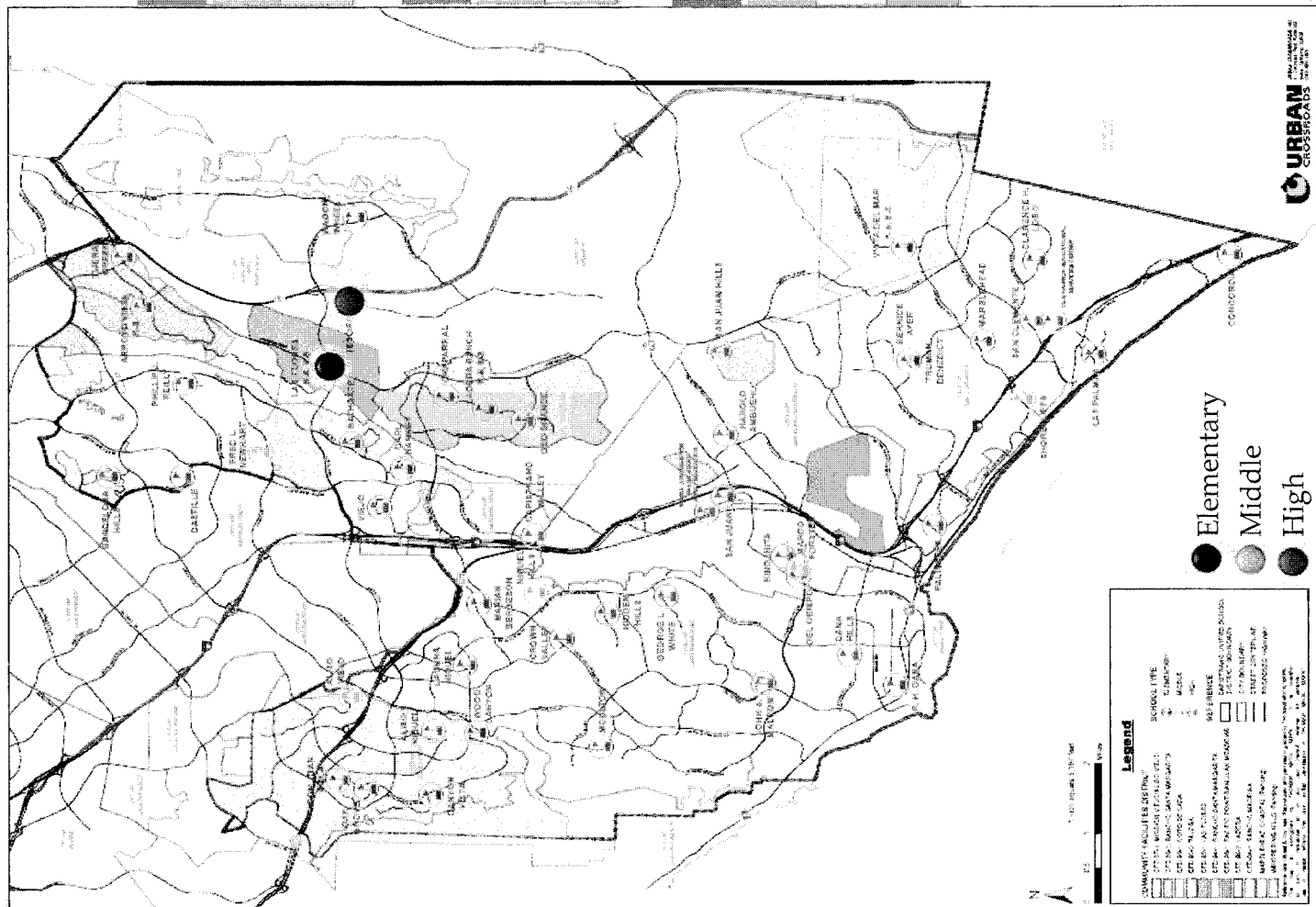
92-1 Las Flores

CFD Terms	
Bond Maturity	2023
Tax Term	N/A

Available Funds	
2012-2013 Transfer	\$670,394
2013-2014 Beginning Balance	\$6,409,627

Identified Site Needs (Master Plan)*	
Code Updates	\$712,393
Renovation	\$5,067,384
Total Identified	\$5,779,777

*Does not include site work, minimum essential facilities, classroom replacement, or deferred maintenance estimates



94-1 Rancho Santa
Margarita II

CFD Terms	
Bond Maturity	N/A*
Tax Term	2014 ¹

*CFD has no bonds issued.

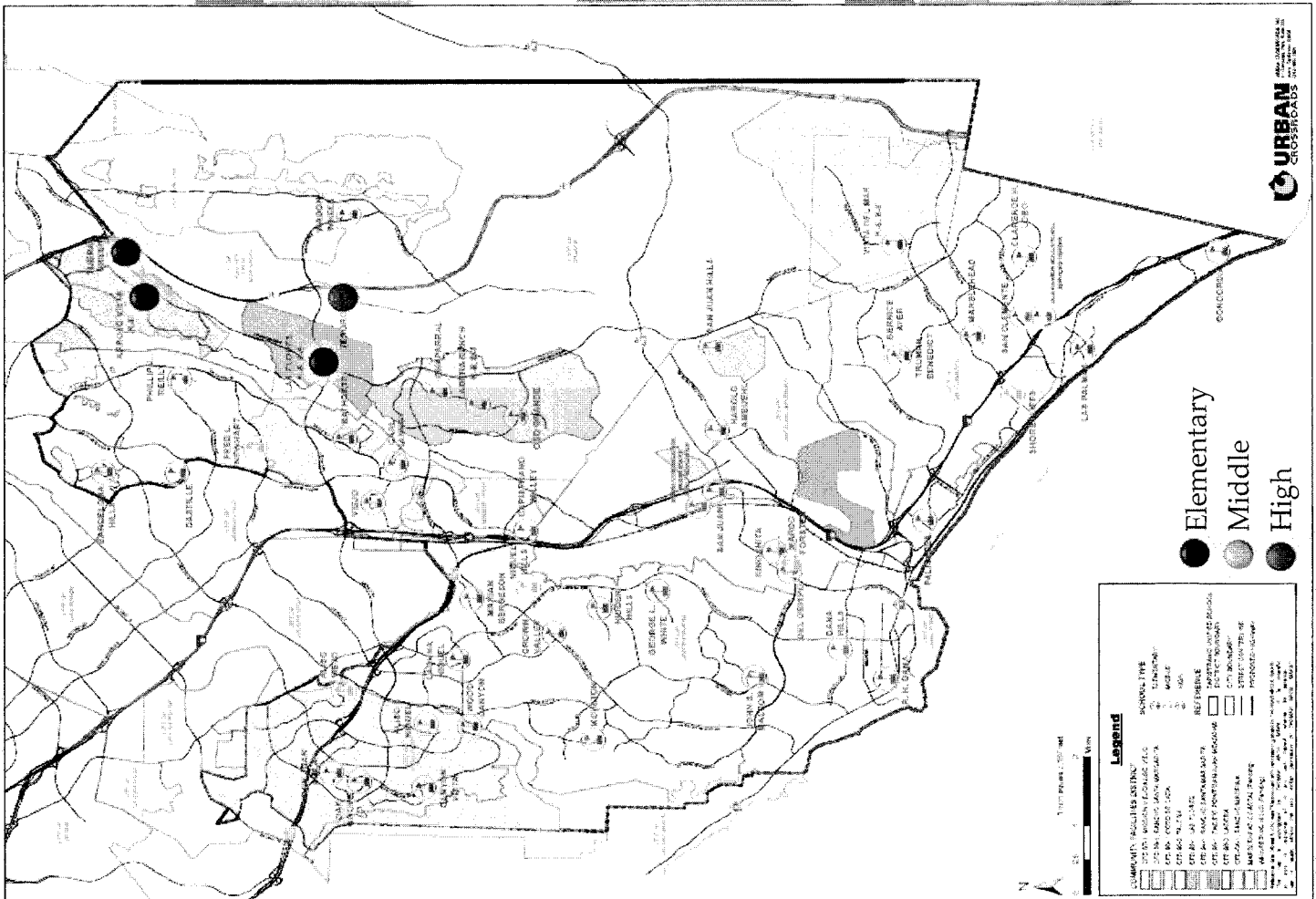
1. Assessment ends when 88-1 special bond paid off or 2030-2031, whichever comes first.

Available Funds	
2012-2013 Transfer	\$282,204
2013-2014 Beginning Balance	\$1,860,008

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Code Updates	\$838,043
Renovation	\$7,053,066
Total Identified	\$7,891,109

****Does not include site work, minimum essential facilities, classroom replacement, or deferred maintenance estimates**



98-1 Pacifica San Juan

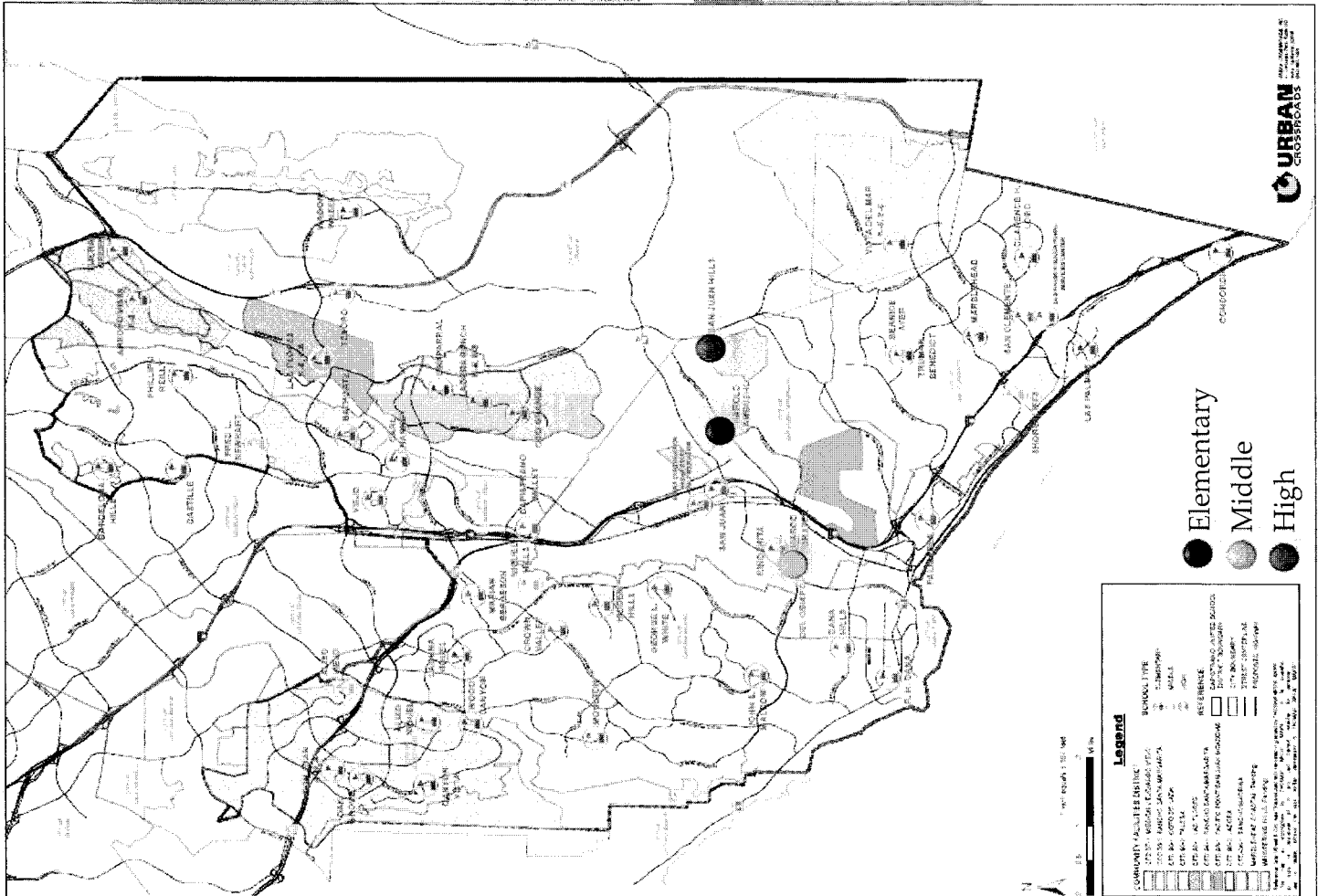
CFD Terms		
Bond Maturity		N/A*
Tax Term		2044-2045

*CFD has no bonds issued.

Available Funds		
2012-2013 Transfer		\$356,355
2013-2014 Beginning Balance		\$1,351,266

Identified Site Needs (Master Plan)**		
Code Updates		\$897,540
Renovation		\$1,862,233
Total Identified		\$2,759,773

**Does not include site work, minimum essential facilities, classroom replacement, or deferred maintenance estimates



98-2 Ladera

CFD Terms	
Bond Maturity	2033
Tax Term	2040

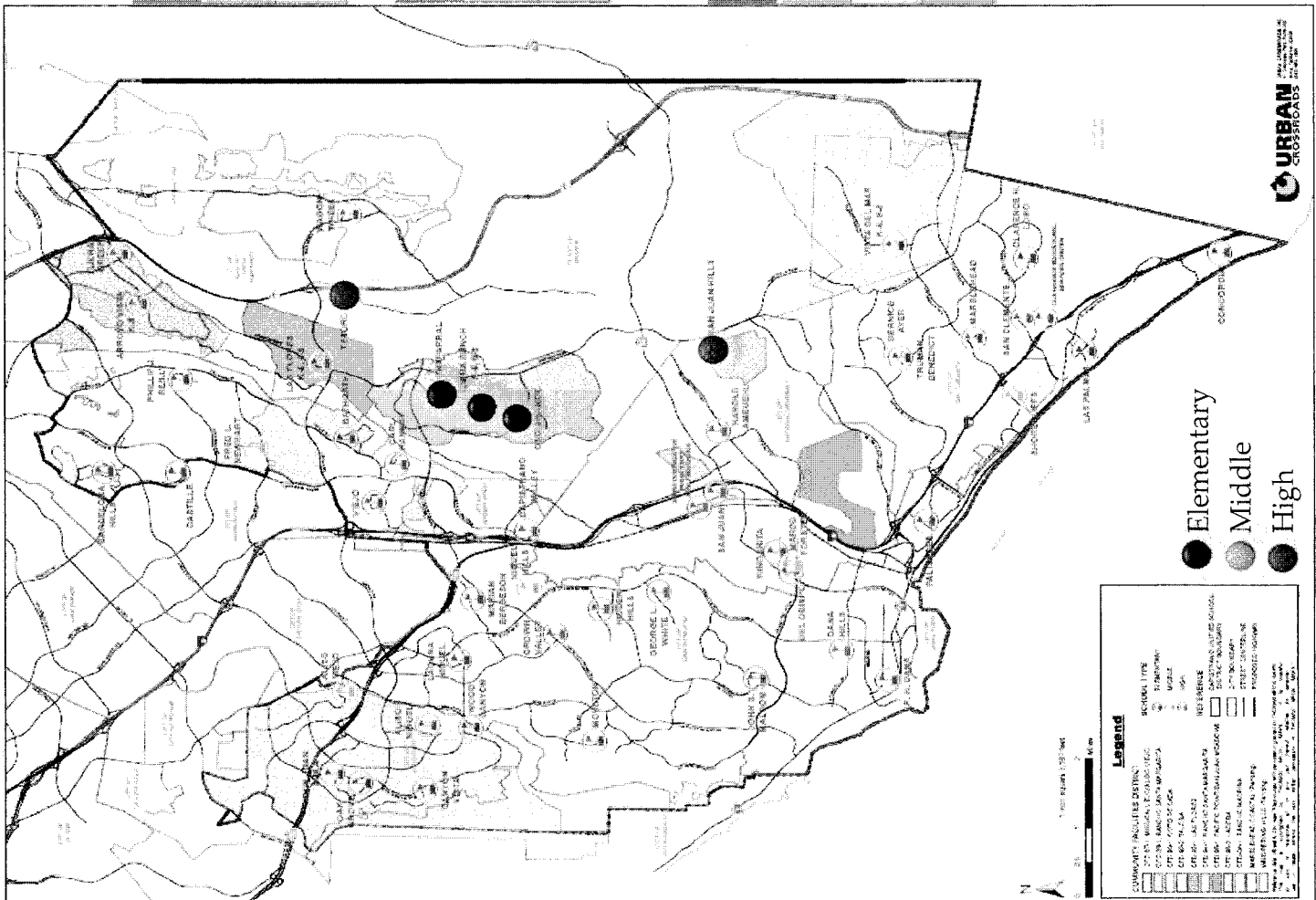
Available Funds	
2012-2013 Transfer	\$2,018,771
2013-2014 Beginning Balance *	\$683,029

*Does not include encumbrances for SJHHS projects

Identified Site Needs (Master Plan)**

Code Updates	\$568,400
Renovation	\$5,098,480
Total Identified	\$5,666,880

****Does not include site work, minimum essential facilities, classroom replacement, or deferred maintenance estimates**



2004-1 Rancho Madrina

CFD Terms	
Bond Maturity	2034
Tax Term	2043-2044

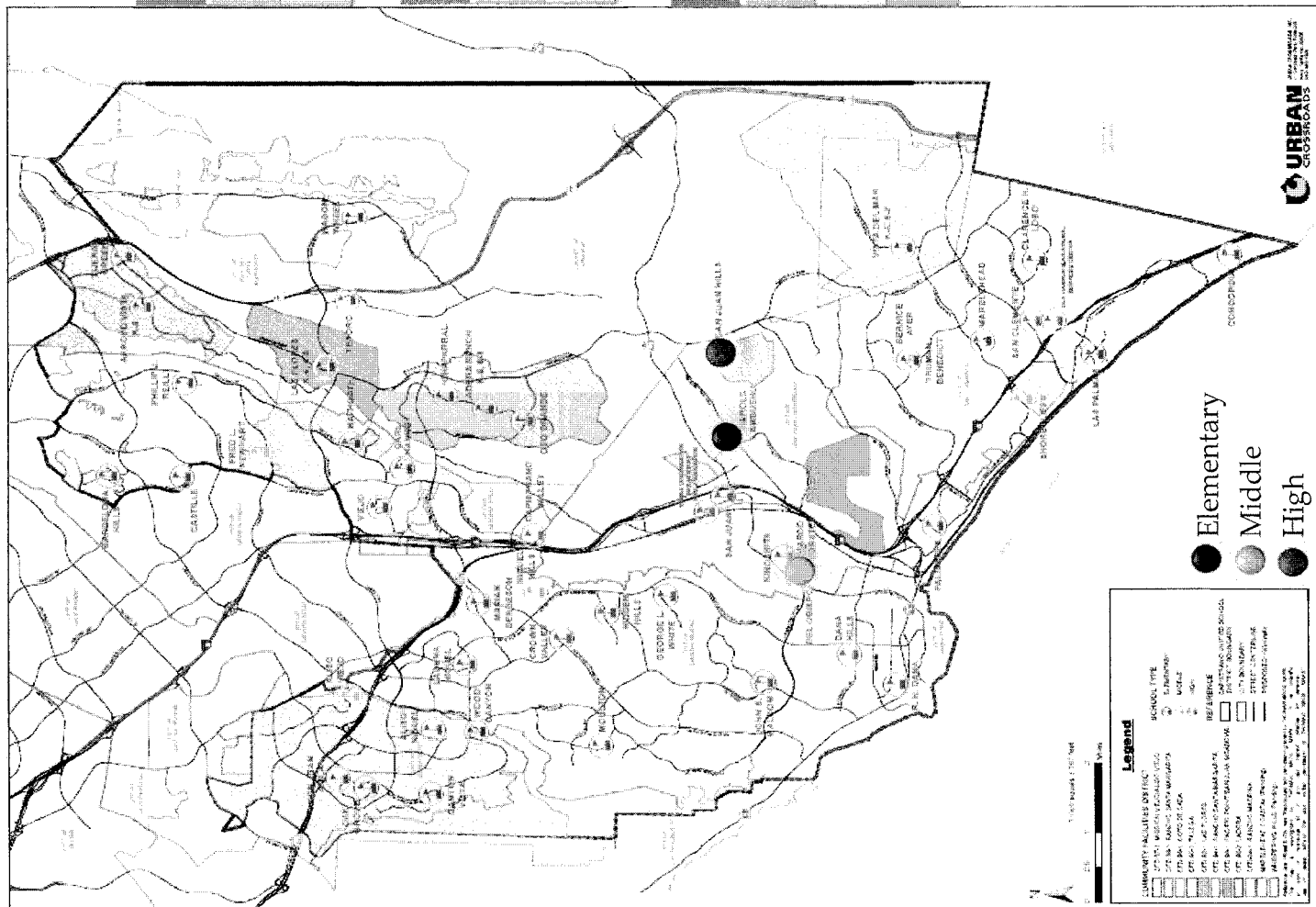
Available Funds*	
2012-2013 Transfer	\$216,204
2013-2014 Beginning Balance	\$807,778

*Funds from 98-1 support same school sites

Identified Site Needs (Master Plan)**

Code Updates	\$897,540
Renovation	\$1,862,233
Total Identified	\$2,759,773

****Does not include site work, minimum essential facilities, classroom replacement, or deferred maintenance estimates**



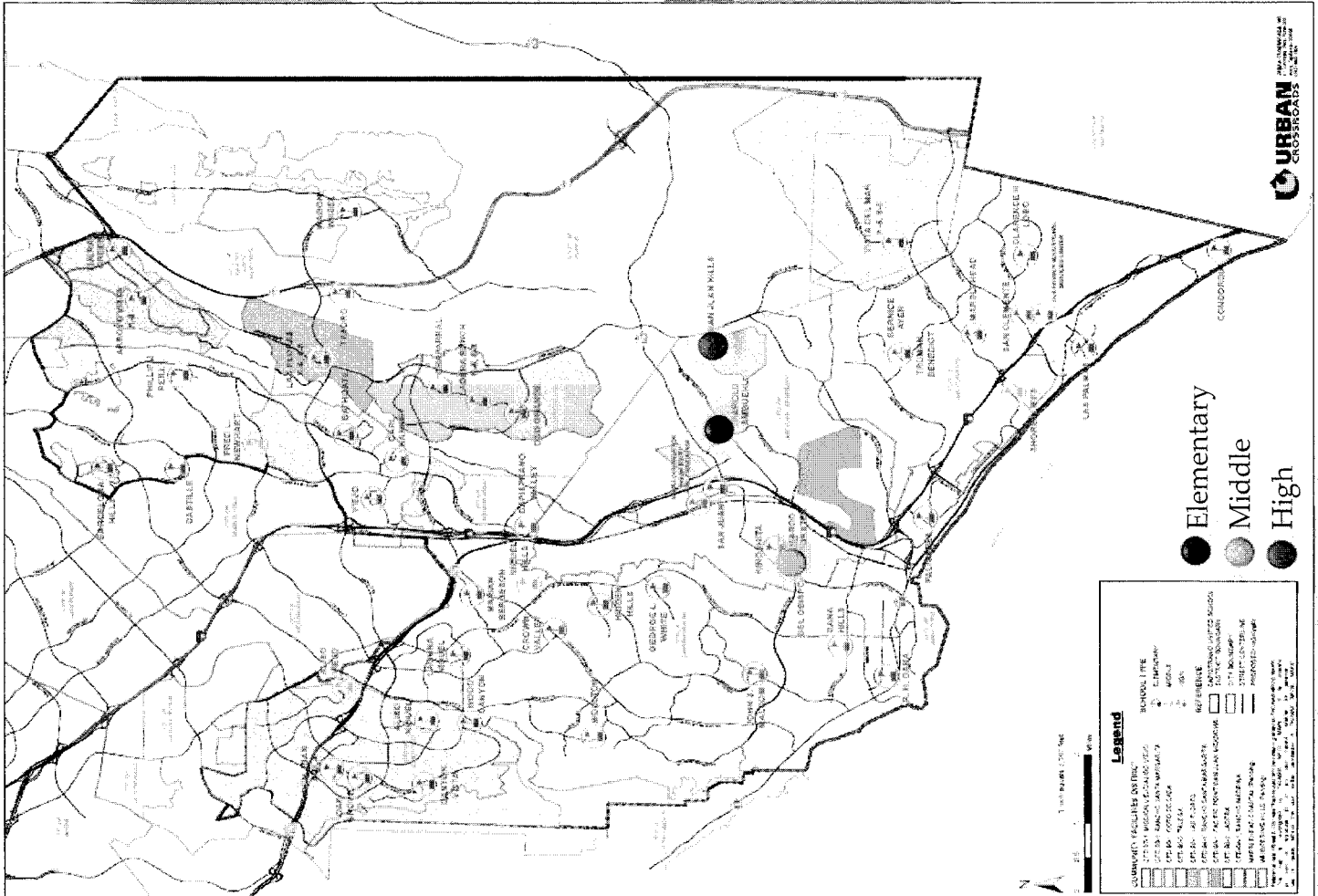
2005-1 Whispering Hills

CFD Terms		
Bond Maturity		2044
Tax Term		2043-2044

Available Funds	
2012-2013 Transfer	\$0
2013-2014 Beginning Balance	\$8,541

Identified Site Needs (Master Plan)**	
Code Updates	\$897,540
Renovation	\$1,862,233
Total Identified	\$2,759,773

**Does not include site work, minimum essential facilities, classroom replacement, or deferred maintenance estimates



Non-CFD Sites. Measure A, Capital Facilities Fund, and Redevelopment Funds.

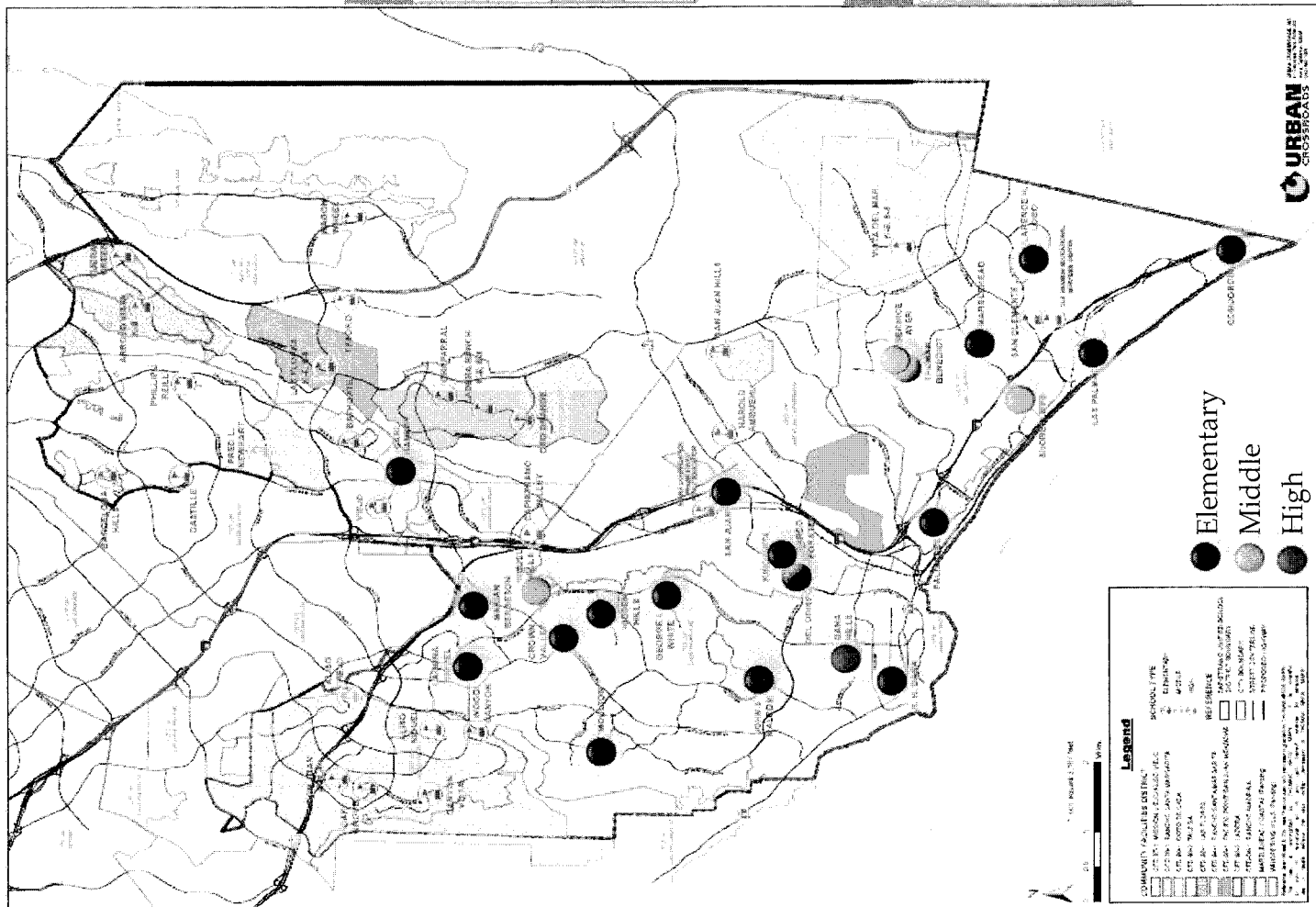
Available Funds Beginning 2013-2014	
Measure "A" (all sites) ^[1]	\$5,099,894
Fund 25-Capital Facilities (all sites)	\$5,639,279
Mission Viejo Redevelopment*	\$7,900,200
San Clemente Redevelopment*	\$349,089

*Redevelopment funds may include sites that are also in a CFD.

^[1] to be used for SCHS roof and DHHS HVAC

Identified Site Needs (Master Plan)**	
Code Updates	\$7,630,550
Renovation	\$23,529,768
Total Identified	\$31,160,318

**Does not include site work, minimum essential facilities, classroom replacement, or deferred maintenance estimates



CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 23, 2014

RESOLUTION NO. 1314-41

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 90-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (TALEGA), DECLARING INTENTION TO ADOPT LEVIES OF SPECIAL TAXES AT RATES BELOW THE MAXIMUM PERMITTED SPECIAL TAX RATES PURSUANT TO THE AMENDED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES OF COMMUNITY FACILITIES DISTRICT NO. 90-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (TALEGA) AND TAKING ACTIONS RELATED THERETO

BACKGROUND INFORMATION

At the March 7, 2014, special Board meeting, staff provided analysis of the 2006 Community Facilities District (CFD) 90-2 (Talega) bond refinancing. In addition to authorizing the issuance of the refunding bonds, Resolution No. 0506-73 also reduced the total bond authorization by \$9,345,000 and shortened the term of the CFD levy by five years. This was the method used in the refinancing to pass savings on to taxpayers.

In addition to the analysis on the refinancing, staff also shared with Trustees options for reducing the current 90-2 levy at the Board's discretion. It was recommended the District ask for legal opinion on the following three questions related to lowering the levy:

1. Is there an obligation to use all possible resources to complete all feasible facilities projects or to meet the standard of service described in the 1999 amendment?
2. Is there any possible claim to CFD 90-2 taxes other than those used to pay costs related to the 2006 bonds, CFD administrative costs or authorized facilities expenditures?
3. Is there any exposure from differences in past disclosure to investors (or the bond insurer) if the District levies taxes at less than the maximum?

The Board directed staff to bring back an option for lowering the 90-2 levy that would not create any legal concerns for the District.

CURRENT CONSIDERATIONS

The District received a legal opinion on the three questions. After consideration of the legal opinion, staff determined the best option for lowering the CFD 90-2 levy and minimize legal exposure is to lower the levy to a level that would maintain a coverage ratio that existed after the 2006 refinancing in 2006-2007. It was also recommended the reduction occur, after coverage ratio analysis, and brought to the Board at the regular meeting in August when each CFD's levy is determined and each year, thereafter, until the term of the levy has expired. Resolution No. 1314-41 provides the means for meeting this recommended method.

EXHIBIT 9

FINANCIAL IMPLICATIONS

There are no financial impacts on the District's General Fund with the approval of Resolution No. 1314-41. There is a financial impact on funds available for authorized facilities in CFD 90-2.

STAFF RECOMMENDATION

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

Following discussion, it is recommended the Board of Trustees consider Resolution No. Resolution No. 1314-41, Resolution of the Board of Trustees of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega), Declaring Intention to Adopt Levies of Special Taxes at Rates Less Than the Maximum Permitted Special Tax Rates Pursuant to the Amended Rate and Method of Apportionment of Special Taxes of Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega) and Taking Actions Related Thereto.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1314-41

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 90-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (TALEGA), DECLARING INTENTION TO ADOPT LEVIES OF SPECIAL TAXES AT RATES BELOW THE MAXIMUM PERMITTED SPECIAL TAX RATES PURSUANT TO THE AMENDED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES OF COMMUNITY FACILITIES DISTRICT NO. 90-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (TALEGA) AND TAKING ACTIONS RELATED THERETO

WHEREAS, the Capistrano Unified School District (“CUSD”) previously established Community Facilities District No. 90-2 of the Capistrano Unified School District (“CFD No. 90-2”) pursuant to the Mello-Roos Community Facilities Act of 1982, Government Code Sections 53311, *et seq.*, authorized the levy of special taxes pursuant to the Rate and Method of Apportionment of Special Tax for Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega) and incur bonded indebtedness on May 21, 1990; and

WHEREAS, a Notice of Special Tax Lien for Community Facilities District No. 90-2 was recorded upon applicable parcels within CFD No. 90-2 on July 25, 1990 pursuant to Streets and Highways Code Section 3114.5 and Government Code Section 53328.3; and

WHEREAS, on March 29, 1999, the Board of Trustees, acting as the legislative body of CFD No. 90-2, approved Amendment No. 1 to the Agreement Between Capistrano Unified School District and Arvida/JMB Partners, L.P. – II by and among the Capistrano Unified School District, Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega) and Talega Associates, LLC (“Amended Mitigation Agreement”), which accomplished certain amendments thereto, including, but not limited to, the proposed school site contemplated in the Agreement Between Capistrano Unified School District and Arvida/JMB Partners, L.P. – II (“Original Mitigation Agreement”), the source of payment thereof, the special tax rates to be levied within CFD No. 90-2, the increase in the permitted bond authorization amount to \$50,000,000, and other related changes, all to conform school impacts mitigation for CFD No. 90-2 to actual and projected school needs based on updated property development expectations and CUSD needs at the time and subsequently underwent related amendment proceedings pursuant to Resolution Nos. 9899-112, 9899-126 and 0900-127 (collectively, the “1999 Amendment Proceedings”) as to CFD No. 90-2; and

WHEREAS, as a result of the 1999 Amendment Proceedings, Amendment No. 1 to Notice of Special Tax Lien for Community Facilities District No. 90-2 was recorded upon the applicable parcels within CFD No. 90-2 on June 15, 1999, providing notice of the applicable special tax levy pursuant to special tax rates described in the Amended Rate and Method of Apportionment of Special Taxes of Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega) (“Amended RMA”); and

WHEREAS, CFD No. 90-2 issued the Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega) Series 2001 Special Tax Bonds in the aggregate principal amount of \$23,050,000 (“2001 Bonds”) and the Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega) Series 2002 Special Tax Bonds in the aggregate principal amount of \$17,605,000 (“2002 Bonds”) in 2001 and 2002, respectively; and

WHEREAS, in 2006, CFD No. 90-2 subsequently issued the Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega) Series 2006 Special Tax Refunding Bonds (“2006 Refunding Bonds”) in the aggregate principal amount of \$44,980,000, which refunded and defeased the 2001 Bonds and the 2002 Bonds; and

WHEREAS, property owners within CFD No. 90-2 have requested that the Board of Trustees review the annual special tax levies subsequent to the issuance of the 2006 Refunding Bonds and future special tax levies beginning with Fiscal Year 2014-15; and

WHEREAS, on March 7, 2014, the Board of Trustees was presented with information from Government Financial Strategies, Inc. (“Financial Advisor”) describing the results of the refunding of the 2001 Bonds and 2002 Bonds achieved by the issuance of the 2006 Refunding Bonds and the Board of Trustees directed CUSD staff to obtain additional information to consider the annual special tax levies subsequent to the issuance of the 2006 Refunding Bonds; and

WHEREAS, the Board of Trustees was presented with an opinion from the law firm of Dannis Woliver Kelley addressing legal issues related to levying the annual special taxes at rates below the maximum permitted under the Amended RMA; and

WHEREAS, it is the intention of the Board of Trustees, acting as the legislative body of CFD No. 90-2, to exercise its discretion to levy the annual special taxes below the Maximum Special Tax provided in the Amended RMA, consistent with all legal obligations of CFD No. 90-2 relating to the 2006 Refunding Bonds and applicable law, in Fiscal Year 2014-15 and for subsequent fiscal years until the special tax term expires, as contemplated in Exhibit A, a schedule from the presentation at the March 7, 2014, special Board meeting, and based on a proportional levy of special taxes less than the Maximum Special Tax rates to achieve a similar debt service coverage, after all applicable expenses, of the outstanding 2006 Refunding Bonds in 2006-07, as shown in Exhibit A.

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

Section 1. That the above recitals are true and correct.

Section 2. It is the intention of the Board of Trustees, acting as the legislative body of CFD No. 90-2, to annually levy the authorized special taxes within CFD No. 90-2 in Fiscal Year 2014-15 and subsequent fiscal year special tax levies at less than the permitted Maximum Special Tax rates described in the Amended RMA, subject to all legal obligations of CFD No. 90-2 relating to the 2006 Refunding Bonds and consistent with applicable law, as contemplated in Exhibit A.

Section 3. Regarding the annual Fiscal Year 2014-15 special tax levy and subsequent fiscal year special tax levies, the intention of the Board of Trustees will be effectuated by future required actions, no less than on an annual basis, at a minimum.

Section 4. This Resolution shall take effect from and after the date of its passage and adoption.

AYES: ()
NOES ()
ABSENT ()
ABSTAIN ()

I, Joseph M. Farley, Secretary of the Capistrano Unified School District Board of Trustees, acting as the Legislative Body of CFD No. 90-2 of the Capistrano Unified School District, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting on the 23rd day of April 2014, by a roll call vote.

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

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

Sufficiency with Debt Service Coverage

Tax Levy if DSC Maintained at Level Similar to When 2006 Bonds Were Issued

Fiscal Year					Debt Service Coverage	
	Annual Debt Service	Administrative Expenses	Subtotal	Pay As-You-Go	Total Levy	(Total Levy ÷ Gross D.S.)
2006 -07	\$2,369,564	\$208,748	\$2,578,312	\$332,526	\$2,910,838	123%
2007 -08	\$2,418,764	\$197,727	\$2,616,491	\$620,675	\$3,237,166	134%
2008 -09	\$2,465,364	\$10,426	\$2,475,790	\$994,638	\$3,470,428	141%
2009 -10	\$2,514,364	\$198,752	\$2,713,116	\$865,783	\$3,578,899	142%
2010 -11	\$2,565,564	\$199,092	\$2,764,656	\$927,550	\$3,692,206	144%
2011 -12	\$2,618,764	\$199,363	\$2,818,127	\$964,583	\$3,782,710	144%
2012 -13	\$2,673,764	\$105,638	\$2,779,402	\$1,095,050	\$3,874,452	145%
2013 -14	\$2,725,364	\$105,870	\$2,831,234	\$1,120,450	\$3,951,684	145%
2014 -15	\$2,773,564	\$199,870	\$2,973,434	\$505,484	\$3,478,918	-12% 125%
2015 -16	\$2,835,851	\$199,870	\$3,035,721	\$516,073	\$3,551,794	125%
2016 -17	\$2,890,901	\$199,870	\$3,090,771	\$525,431	\$3,616,202	125%
2017 -18	\$2,946,226	\$199,870	\$3,146,096	\$534,836	\$3,680,933	125%
2018 -19	\$3,004,914	\$199,870	\$3,204,784	\$544,813	\$3,749,597	125%
2019 -20	\$3,071,914	\$199,870	\$3,271,784	\$556,203	\$3,827,987	125%
2020 -21	\$3,128,226	\$199,870	\$3,328,096	\$565,776	\$3,893,873	124%
2021 -22	\$3,193,646	\$199,870	\$3,393,516	\$576,898	\$3,970,414	124%
2022 -23	\$3,252,906	\$199,870	\$3,452,776	\$586,972	\$4,039,748	124%
2023 -24	\$3,319,031	\$199,870	\$3,518,901	\$598,213	\$4,117,114	124%
2024 -25	\$3,388,181	\$199,870	\$3,588,051	\$609,969	\$4,198,020	124%
2025 -26	\$3,454,906	\$199,870	\$3,654,776	\$621,312	\$4,276,088	124%
2026 -27	\$3,528,981	\$199,870	\$3,728,851	\$633,905	\$4,362,756	124%
2027 -28	\$3,596,419	\$199,870	\$3,796,289	\$645,369	\$4,441,658	124%
2028 -29	\$3,670,069	\$199,870	\$3,869,939	\$657,890	\$4,527,828	123%
2029 -30	\$3,739,238	\$199,870	\$3,939,108	\$669,648	\$4,608,756	123%
2030 -31	\$3,818,694	\$199,870	\$4,018,564	\$683,156	\$4,701,720	123%
2031 -32	\$3,902,513	\$199,870	\$4,102,383	\$697,405	\$4,799,788	123%
					\$79,867,692	\$4,823,276
					\$84,690,968	\$17,650,608
					\$102,341,576	

Data source: Taussig and Associates, Projection Based on Maintaining DSC at Level Similar to 2006 Projection
Actual

**AMENDED AND RESTATED
PURCHASE AND SALE AGREEMENT AND ESCROW
INSTRUCTIONS BETWEEN THE FOUNDATION FOR
AFFORDABLE HOUSING II, INC. AND THE CAPISTRANO
UNIFIED SCHOOL DISTRICT**

THIS AMENDED AND RESTATED Purchase and Sale Agreement and Escrow Instructions ("Purchase Agreement") is made and entered into as of April 24, 2014 ("Effective Date"), by and between the Foundation for Affordable Housing II, Inc. ("Buyer") and the Capistrano Unified School District, a public school district organized and existing under the laws of the State of California ("Seller"). Buyer and Seller may collectively be referred to as the "Parties."

RECITALS

A. Seller is the owner of approximately 4.038 acres of real property, identified as Orange County Assessor Parcel No. 632-133-05 and located just south of the intersection of Liberty and Aliso Creek Roads ("Property"). The Property is located in the City of Aliso Viejo ("City"), County of Orange ("County"), State of California, and is adjacent to the Seller's existing approximate ten (10) acre operational bus yard facility.

B. On January 9, 2006, Seller appointed a Surplus Property Committee to consider the potential designation of certain properties of Seller as surplus property.

C. On April 24, 2006, following consideration of Seller's Surplus Property Committee Report, Seller designated the Property as surplus and authorized Seller staff pursuant to Education Code Section 17464 to determine if other public entities or nonprofit public benefit corporations were interested in acquiring the Property.

D. Irvine Housing Opportunities, Inc. ("IHO"), notified Seller of its interest in acquiring the Property and entered into negotiations pursuant to Education Code Section 17464. IHO assigned its interest in acquiring the Property to Buyer.

F. On March 5, 2007, Buyer and Seller executed a Purchase and Sale Agreement and Escrow Instructions for the purchase and sale of the Property ("Original PSA"). The Original PSA was amended by the Parties in seven separate amendments (collectively, the Original PSA Amendments"), dated, respectively: First Amendment, December 7, 2007; Second Amendment January 24, 2008; Third Amendment, June 20, 2008; Fourth Amendment, August 25, 2008; Fifth Amendment, December 8, 2008; Sixth Amendment, January 23, 2009; and Seventh Amendment, June 9, 2009.

G. Buyer and Seller opened an escrow with Chicago Title Company ("Escrow Holder") [Escrow No. 603803627], into which Buyer previously deposited the sum of \$50,000 under the Original PSA.

RECEIVED

H. The Parties wish to further amend and entirely restate the Original PSA and the Original PSA Amendments, so as to supersede and replace them.

IN CONSIDERATION of the premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I – PURCHASE AND SALE

Section 1.1 Sale and Purchase. The purchase price for the Property (“Purchase Price”) shall be Six Million Eight Hundred Ninety Thousand Dollars (\$6,890,000), which is based on the 4.038 acres identified above as the Property. In the event the actual size of the Property is different than 4.038 acres by more than one-tenth (1/10) of an acre, an adjustment to the Purchase Price will be made prior to Close of Escrow.

Section 1.2 Deposits.

A. **Down Payment Deposit.** The Fifty Thousand Dollars (\$50,000) deposited with Escrow Holder under the Original PSA (defined therein as the Down Payment Deposit) shall serve as the initial deposit (the “Initial Deposit”). No later than 60 days following Seller’s execution and delivery to Escrow Holder of this Purchase Agreement, Buyer shall increase the Initial Deposit by an additional sum of \$150,000 (the “First Additional Deposit”) for a total deposit of \$200,000.

B. **Second Additional Deposit.** Within ten (10) days of Buyer’s receipt of Entitlements [as defined in Section 2.2] (if Buyer has not previously terminated this Purchase Agreement), Buyer shall deposit with Escrow Holder an additional deposit (“Second Additional Deposit”) in the amount of Three Hundred Thousand Dollars (\$300,000). The Initial Deposit, the First Additional Deposit and the Second Additional Deposit are together referred to as the “Deposit.”

C. **Release of Initial and First Additional Deposits.** The Initial Deposit and the First Additional Deposit, which totals Two Hundred Thousand Dollars (\$200,000), shall be released by Escrow to Seller immediately following Buyer’s payment of the First Additional Deposit to Escrow and shall, thereafter, be nonrefundable except in the event of a default by Seller. The Initial and First Additional Deposits shall be credited against the payment of the Purchase Price at Close of Escrow.

Section 1.3 Payment of Purchase Price. Buyer shall pay the Purchase Price, less the Deposit, to Seller in cash or immediately usable funds upon “Close of Escrow” as defined herein.

Section 1.4 Priority Housing. In consideration for the sale of the Property to Buyer, Buyer shall use its best efforts to market the Property to income and age eligible retired employees of the District.

Section 1.5 Deed Restriction. Buyer is acquiring the Property and it shall be used solely for affordable senior housing and senior support services, which use is a material element in establishing the terms of this Purchase Agreement and the Purchase Price. Buyer agrees that the grant deed transferring title from Seller to Buyer shall contain a restriction limiting the use of the Property by Buyer as set forth herein. The provisions of this Section shall survive the Close of Escrow.

Section 1.6 Emergency Vehicle Access Easement. In addition to the Obligations of Seller set forth in the Purchase Agreement, and as a condition of Buyer's purchase of the Property as set forth in this Purchase Agreement, Seller hereby agrees to convey to Buyer, at the Close of Escrow, an easement for emergency vehicle access purposes whereby Seller will allow emergency vehicles to access the Property through the use of an easement (the "Access Easement") along a portion of Seller's driveway on Seller's property, identified as Orange County Assessor Parcel No. 632-133-03 and located south and east of the Property. The scope of the Access Easement is more specifically defined in Exhibit D, attached hereto and incorporated by this reference, and shall be limited to that area needed to allow for the connection of a driveway on the southern portion of the Property to Liberty road. Buyer, as a condition of such access, shall install and maintain at no cost to Seller a gate ("Gate") on the Property, which shall be constructed to provide for access from the Property to the easement area. The Gate shall be constructed, installed, and operated by Buyer in a manner so as to allow emergency vehicle access, while at the same time prohibiting general (non-emergency) vehicular traffic. The Gate shall be constructed, operated, and maintained so as to restrict entrance to the Property by way of the easement solely to emergency personnel through the use of a Knox Box, or equivalent, access system, and shall otherwise comply with emergency ingress and egress requirements imposed by the Orange County Fire Authority. Buyer shall not be permitted to utilize, or permit the utilization of, the Access Easement for non-emergency driveway, access, or parking purposes.

ARTICLE II - ESCROW

Section 2.1 Escrow, Escrow Holder, and Opening of Escrow. The Parties have previously opened an escrow ("Escrow") to facilitate the transactions contemplated by the Original PSA with Escrow Holder at the address specified in Section 8.6. For purposes of this Purchase Agreement, delivery by Buyer to Escrow of a fully executed original or counterpart original of this Purchase Agreement shall constitute the opening of a new Escrow, to replace the escrow originally opened under the Original PSA ("Opening of Escrow"). Immediately upon Opening of Escrow, Escrow Holder shall complete the Acknowledgment of Escrow attached hereto as Exhibit A and transmit copies thereof by email or facsimile transmission to Buyer, Seller and their respective legal counsel, which shall serve as notice of the Opening of Escrow. Escrow Holder is hereby authorized to transfer the Initial Deposit (defined in the Original PSA as the Down Payment Deposit) made in Escrow No. 603803627 and any interest thereon to the new Escrow to be established under this Purchase Agreement.

This Purchase Agreement shall constitute escrow instructions ("Escrow Instructions") to Escrow Holder. The Parties agree to execute such additional Escrow Instructions consistent with the provisions of this Purchase Agreement that are mutually acceptable to the Parties or that may be required by Escrow Holder. Escrow Holder's general provisions ("Standard Escrow

Instructions”), to be attached hereto as Exhibit B, shall also constitute Escrow Instructions for purposes of this Purchase Agreement. As between the Parties, Buyer and Seller agree that if there is any conflict between the terms of this Purchase Agreement and the Standard Escrow Instructions, this Purchase Agreement shall control.

Section 2.2 Close of Escrow. Subject to the conditions set forth in Section 2.8, Escrow shall close on the date that fee title to the Property is conveyed from Seller to Buyer as contemplated by this Purchase Agreement and evidenced by the recording of a grant deed (“Grant Deed”) in substantially the form of Exhibit C attached hereto and the Access Easement, in substantially the form attached as Exhibit D (“Close of Escrow”). Unless otherwise extended pursuant to the terms of this Purchase Agreement, Close of Escrow shall occur on or before the earlier of (1) December 31, 2014, or (2) the date which is forty-five (45) days following Buyer’s obtaining approval by the City of Buyer’s right to construct a senior housing project on the Property having no fewer than 196 units (“Entitlements”). Buyer shall have the right to extend Close of Escrow by up to two (2) thirty (30) day periods, by notifying Seller and Escrow Holder at least five days prior to the then current date for Close of Escrow and depositing with Escrow Holder the sum of \$25,000 for each such extension, which extension payments shall be nonrefundable to Buyer and disbursed by Escrow Holder to Seller and applied to reduce the payment of the Purchase Price.

Section 2.3 Preliminary and Supplemental Title Reports. Seller previously provided Buyer with a Preliminary Title Report covering the Property issued by Chicago Title Company (“Title Insurer”) which was last updated on April 24, 2009 (the “PTR”) and Buyer has approved of the state of title of the Property, except for the MVC Restrictions (as defined in Section 2.5B). Escrow Holder shall deliver to Buyer and to Buyer’s legal counsel, within ten (10) days after the opening of Escrow, a updated version of the PTR from Title Insurer. This updated Preliminary Title Report (“Updated PTR”) shall be accompanied by complete copies of all underlying documents referred to in the Updated PTR as evidencing exceptions to title disclosed in the Preliminary Title Report (collectively “PTR”).

Section 2.4 Review of Title Documents. Buyer shall have thirty (30) days following receipt of the Updated PTR within which to notify Seller, in writing, of Buyer’s disapproval of any exception to title disclosed in the Updated PTR not identified in the April 24, 2009 PTR. In the event the PTR is further supplemented (“Supplemental PTR”) by the Title Insurer, Buyer shall have five (5) business days after its receipt by Buyer of such Supplemental PTR together with complete and legible copies of all additional documents described therein within which to approve or disapprove any new matters disclosed in such Supplemental PTR. In the event Buyer disapproves a matter disclosed in the Updated PTR or any Supplemental PTR that Seller declines to cure, and that Buyer declines to waive, the Escrow shall be cancelled with respect to the Property upon written notice by either Party to the Escrow Holder and the other Party. Upon any such cancellation of Escrow pursuant to this Section, Buyer shall receive a return of the Deposit and each Party shall pay one-half of the Escrow cancellation charges.

Section 2.5 Condition of Title.

A. Except as otherwise provided in this Section 2.5B, all matters contained in the Updated PTR and Supplemental PTR that are not disapproved by Buyer prior to the end of the period referred to in Section 2.4 shall be deemed to be permitted exceptions ("Permitted Exceptions"). Seller shall convey the Property to Buyer in fee simple title, which, shall be, except for the Permitted Exceptions and the Access Easement, free and clear of all mortgages, liens, charges, encumbrances, conditions, exceptions, assessments, taxes, or other defects in title affecting Buyer's reasonable use of the Property.

B. The use restriction in Section 1 of Exhibit A to the Grant Deed to Seller, recorded September 28, 1995, in which Mission Viejo Company is the Grantor (the "MVC Restrictions") shall be removed by Shea Properties (formerly known as Mission Viejo Company) prior to Close of Escrow.

Section 2.6 Obligations of Buyer. In addition to performance by Buyer of all obligations contained in this Purchase Agreement, Buyer shall on or before one business day prior to Close of Escrow, have deposited into Escrow: (1) the balance of the Purchase Price, less the Deposit, for the Property; and (2) all other sums and documents reasonably required of Buyer by Escrow Holder to carry out Close of Escrow.

Section 2.7 Obligations of Seller. In addition to fulfilling any other obligations of Seller contained in this Purchase Agreement, on or before one business day prior to Close of Escrow, Seller shall deposit into Escrow: (1) a Grant Deed to the Property, substantially in the form of Exhibit C, properly executed by Seller and recordable; (2) an Access Easement in substantially the form attached hereto as Exhibit D and (3) all other sums and documents reasonably required of Seller by Escrow Holder to carry out Close of Escrow.

Section 2.8 Conditions Precedent to Close of Escrow. Seller's obligation to convey the Property and Buyer's obligation to purchase the Property is subject to the satisfaction (or written waiver by the benefiting Party) during the Due Diligence Period, as defined in Section 3.1, of the following conditions precedent:

- (a) Escrow has not been canceled and/or the Purchase Agreement has not been terminated pursuant to Sections 2.4, 2.9, 3.1, 3.2, or 7.4;
- (b) Seller has deposited into escrow a fully executed Access Easement in substantially the form set forth in Exhibit D and the recording of said Access Easement with the Orange County Clerk-Recorder against Seller's Property described in Section 1.6 of this Purchase Agreement to occur immediately following the Close of Escrow; and
- (c) Title Insurer is prepared to issue the policy of title insurance described in Section 2.13.

Section 2.9 Conditions Regarding Close of Escrow. Subject to the provisions of Section 7.4, in the event that any condition precedent to Close of Escrow referred to in Section 2.8 is neither satisfied nor waived in writing by the Party benefiting from the condition, such condition shall be deemed to have failed and Escrow shall terminate with respect to the Property. If either Party is at fault for cancellation of Escrow pursuant to this Section, including because the Party failed to act when or in the manner required pursuant to this Purchase Agreement, or because the Party acted in any such manner that impeded satisfaction of any condition precedent specified in Section 2.8, that Party shall be responsible for paying all Escrow cancellation costs. If the Escrow is terminated pursuant to this Section for any reason that is not the fault of a Party, the Parties shall equally bear the Escrow cancellation costs.

Section 2.10 Taxes and Assessments. Seller shall be responsible for the payment all property taxes and assessments, if any, in connection with the Property prior to the Close of Escrow, which shall be pro-rated to the Close of Escrow. Thereafter, any applicable property taxes and assessments will be the responsibility of Buyer.

Section 2.11 Payment of Costs. The costs associated with this transaction shall be paid as follows:

- (a) Seller shall pay an amount equal to the cost of a standard form California Land Title Association ("CLTA") title insurance policy covering the Property in the amount of the Purchase Price including the cost of the PTR, and Buyer shall, if desired, pay any additional costs of obtaining an American Land Title Association ("ALTA") policy without regional exceptions, including all costs of surveys and any endorsements to the policy obtained by Buyer;
- (b) Seller and Buyer shall share equally in all costs of Escrow, including the Escrow Holder's escrow fee;
- (c) Seller shall pay the cost of documentary transfer taxes, if any, in connection with the recordation of the Grant Deed; and
- (d) Buyer shall pay the cost, if any, of recording the Grant Deed.

Section 2.12 Brokerage Fees. Buyer has employed Ione Stein as its real estate broker in this transaction, to whom Buyer will pay a commission on Close of Escrow, pursuant to a separate agreement. Except for Ione Stein, neither Party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any real estate broker or other person who can claim a right to a commission or finder's fee in connection with the sale contemplated herein. If any broker or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings or communication, the Party through whom the broker or finder makes its claim shall be responsible for said commission or fee and all costs and expenses (including reasonable attorneys' fees) incurred by the other Party in defending against the same. The provisions of this paragraph shall survive the Close of Escrow.

Section 2.13 Title Policy. Escrow Holder shall deliver to the Buyer a CLTA owner's policy of title insurance, or, if otherwise required by Buyer, an ALTA owner's policy of title insurance, insuring the Buyer, as a fee owner of the Property, subject only to the usual printed title company exceptions and those exceptions deemed Permitted Exceptions, as defined in Section 2.5, in an amount equal to the Purchase Price, issued by the Title Issuer and dated as of the Close of Escrow.

Section 2.14 Execution of Other Documents; Compliance with Regulations. The Parties hereto will do such other things and will execute all documents which are reasonably necessary for Close of Escrow to occur. Furthermore, the Parties will comply at their own expense with all applicable laws and governmental regulations required for Close of Escrow to occur, including, but not limited to, any required filings with governmental authorities.

Section 2.15 Recording of Documents and Delivery of Funds. Upon receipt of the funds and instruments described in this Article, and upon the satisfaction or waiver of the conditions precedent to Close of Escrow referred to in this Article, Escrow Holder shall cause the Grant Deed and other documents as specified in this Purchase Agreement to be recorded in the office of the County Recorder of the County of Orange, California. Upon Close of Escrow, Escrow Holder shall deliver conformed copies of the Grant Deed and all other appropriate documents to Buyer, Seller, and representatives designated in Section 8.6.

ARTICLE III - FEASIBILITY, DUE DILIGENCE AND INSPECTIONS

Section 3.1 Feasibility, Due Diligence, and Inspections. Buyer shall have until Sixty (60) days following Seller's execution and delivery of this Purchase Agreement to complete its due diligence, including obtaining all environmental, feasibility, and State and local approvals required for use of the Property, including Entitlements and the period for appeal of the same has run ("Due Diligence Period"). Buyer shall during the Due Diligence Period conduct any investigations regarding any desired zoning changes and general plan or specific plan amendments, if necessary, consistent with Buyer's intended development or use of the Property. If Buyer is dissatisfied with the condition of the Property, then prior to the end of the Due Diligence Period, Buyer may withdraw from the purchase of the Property and otherwise terminate or cancel escrow and this Purchase Agreement with entitlement to a full refund of the Deposit.

After providing Seller with at least twenty-four (24) hours written notice, and subject to the reasonable scheduling needs of Seller based upon the current usage of the Property, Buyer and its consultants, agents, contractors, and employees ("Buyer's Agents") shall have the opportunity during the Due Diligence Period to enter the Property during regular business hours or as reasonably necessary to make inspections of the Property following execution of a Right to Enter Agreement and providing Seller with proof of adequate insurance. After providing Seller with at least twenty-four hours prior written notice, and upon Seller's approval, which shall not be unreasonably withheld, Buyer may conduct any such tests or inspections as Buyer may elect or deem necessary including, but not limited to, the following:

- (a) *General Inspection.* Buyer, at its sole cost and expense, shall review the feasibility of, and all factors relevant to, the use of the Property in the manner

anticipated by Buyer, and may conduct any and all inspections, reviews, examinations, and tests of the Property to determine the feasibility of such use.

- (b) *Environmental Inspections.* Buyer may conduct whatever environmental tests of the Property as are necessary, in its discretion, or otherwise legally required. Upon completion of such investigation, and in the event environmental concerns are discovered, Buyer shall determine if it intends to complete the purchase of the Property. Buyer may cancel the Escrow should Buyer decide during the Due Diligence Period not to proceed with the purchase. Should Buyer be advised of a serious or substantial adverse condition existing on the Property, Buyer shall promptly notify Seller of its discovery.
- (c) *Site Records.* Upon written request of Buyer, Seller shall provide Buyer with Seller's records regarding ownership of the Property, entitlements affecting the Property and other documents related to the Property which might affect Buyer's purchase or use of the Property.

Section 3.2 Consequences of Feasibility and Due Diligence Inspections. If Buyer fails to disapprove, in writing, of the physical or environmental condition of the Property prior to the end of the Due Diligence Period, or any extension thereto, Buyer shall be deemed to have approved the physical and environmental condition of the Property. Buyer shall notify Seller in writing if Buyer disapproves the physical or environmental condition of the Property as a result of any inspection, study, test, or review conducted pursuant to Section 3.1. In such event, within fifteen (15) days after receipt of any such notification, Seller may either: (i) cancel the Escrow with respect to the Property by delivering written notice to Buyer and Escrow Holder; or (ii) give written notice to Buyer that Seller intends to remove or abate the condition prior to Close of Escrow ("Abatement Option"). If Seller elects to exercise the Abatement Option, Seller shall do so at its own cost and expense prior to Close of Escrow, or after Close of Escrow pursuant to a separate written agreement with Buyer. Notwithstanding any provisions to the contrary herein, prior to the expiration of the Due Diligence Period, Buyer, in Buyer's sole and absolute discretion, shall be entitled to terminate its obligation to purchase the Property by providing written notice to Seller of its intention to withdraw from the Purchase Agreement ("Buyer Termination Notice"); upon such Buyer Termination Notice, the Escrow and this Purchase Agreement shall be deemed terminated and Buyer shall receive a full refund of the Deposit.

Section 3.3 Right to Observe Inspections and Testing. Seller and Seller's consultants may be present and may observe any inspections, studies or tests conducted by Buyer or Buyer's consultants.

Section 3.4 Repair of the Property. If Escrow is cancelled with respect to the Property, Buyer shall promptly repair any damage it has caused to the Property and return the Property to its preinspection or testing condition.

Section 3.5 Release of Deposits. In the event Buyer does not purchase the Property, due to no fault of Seller, following the release of Initial and First Additional Deposits, Buyer shall not be entitled to a return of the then-released Deposits. Said deposits shall be treated as liquidated damages to Seller for Buyer's default.

Initial (Seller): _____

Initial (Buyer): _____

ARTICLE IV- SELLER'S REPRESENTATIONS AND WARRANTIES

Section 4.1 Disclaimer. Seller hereby disclaims all warranties of any kind or nature whatsoever (including warranties of habitability and fitness for particular purpose), whether expressed or implied, including, but not limited to warranties with respect to the Property, or its condition or suitability for Buyer's intended use.

Section 4.2 Validity of Agreement. To Seller's knowledge, neither this Purchase Agreement, nor any action required hereunder, violates or shall violate any contract, agreement or instrument to which Seller is a Party. No other person or entity is required to consent to, acknowledge, or execute this Purchase Agreement in order to validate its execution by Seller or to permit the consummation of the transactions contemplated herein.

Section 4.3 Authority. Seller has the full right and authority to enter into this Purchase Agreement and consummate the transactions contemplated herein, and each person signing this Purchase Agreement on behalf of Seller is authorized to do so.

ARTICLE V - BUYER'S REPRESENTATIONS AND WARRANTIES

Section 5.1 Warranty. Buyer warrants and represents that the following facts are true and correct as of the date Buyer executes this Purchase Agreement, and the truth and accuracy of such representations and warranties shall constitute a condition to Close of Escrow. As used in this Purchase Agreement, the phrase "to Buyer's knowledge" shall be limited to the actual knowledge of the signatories to this Purchase Agreement on behalf of Buyer and any constructive knowledge imparted to them as a result of any report, study or other documentation in Buyer's possession.

- (a) To Buyer's knowledge, neither this Purchase Agreement, nor any action required hereunder, violates or shall violate any contract, agreement or instrument to which Buyer is a Party. No other person or entity is required to consent to, acknowledge, or execute this Purchase Agreement in order to validate its execution by Buyer or to permit the consummation of the transactions contemplated herein.
- (b) To Buyer's knowledge, Buyer, subject to the provisions of this Purchase Agreement, has the full right and authority to enter into this Purchase Agreement and consummate the transactions contemplated herein, and each person signing this Purchase Agreement on behalf of Buyer is authorized to do so.
- (c) To Buyer's knowledge, except as set forth in this Purchase Agreement, there is no existing state of facts or circumstances, or any condition or event, that would preclude Buyer from fulfilling its obligations under this Purchase Agreement.

Section 5.2 Buyer's Acknowledgement. Buyer hereby covenants and agrees that: (a) Seller makes no representations or warranties of any kind whatsoever, express or implied, in connection with this Purchase Agreement, the purchase of the Property by Buyer, the condition of the Property, or whether the Property is appropriate for Buyer's intended use; (b) Buyer has or prior to Close of Escrow will have fully investigated the Property and all matters pertaining thereto; and (c) Buyer has, or prior to Close of Escrow will have, diligently investigated all zoning and land use regulations, other governmental requirements, site and physical conditions, and other matters affecting the use and condition of the Property.

ARTICLE VI - INSURANCE AND INDEMNIFICATION

Section 6.1 Buyer Insurance. Buyer shall obtain and maintain during the Escrow period a policy of commercial general liability insurance providing coverage in the face amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate coverage for all activities conducted by Buyer related to, or connected with, Buyer's Due Diligence inspections, tests and studies ("Buyer Policy"). The Buyer Policy shall contain a cross liability endorsement and a waiver of the insured's rights of subrogation. The Buyer Policy shall name Seller as an additional insured and shall include coverage for the contractual liability set forth in Section 6.2. Prior to entering the Property, Buyer shall furnish Seller with a copy of the Buyer Policy and a Certificate of Insurance stating that such insurance is in full force and effect. The Certificate of Insurance shall state that the insurer may not cancel, terminate, or allow the Buyer Policy to expire without first providing thirty (30) days prior written notice to Seller.

Section 6.2 Indemnification by Buyer. Buyer agrees to indemnify, defend and hold harmless Seller and its agents, employees and contractors ("Seller's Agents") from any loss of or damage to the Property, or injury or death of any person whomsoever, including attorneys' fees and costs, arising from the activities caused in whole or in part by any intentional or negligent act of Buyer or Buyer's Agents, or by any act or omission of Buyer or Buyer's Agents in the exercise of rights arising under this Purchase Agreement, or from all mechanic liens, materialmen liens, and other liens resulting from Buyer's exercise of its rights under this Purchase Agreement; provided, however, that Buyer shall not be liable in such instances that a loss, damage or injury is caused by Seller and/or Seller's Agents, employees or contractors, or by any act or omission for which Seller and/or Seller's Agents, employees or contractors are liable without fault of Buyer.

ARTICLE VII - DISPUTES AND DEFAULT

Section 7.1 Governing Law. This Purchase Agreement shall be construed in accordance with California law.

Section 7.2 Venue for Resolving Disputes. Any arbitration, mediation, litigation or other proceeding arising out of, or connected with, this Purchase Agreement shall be conducted in the County of Orange.

Section 7.3 Interpretation of Agreement. The headings set forth in this Purchase Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions contained herein.

Section 7.4 Default. Time is of the essence in the performance of each Party's obligations pursuant to this Purchase Agreement. If either Party defaults on its obligations hereunder, then the other Party ("Non-Defaulting Party") may initiate termination of this Purchase Agreement by notice in writing to the Defaulting Party and Escrow Holder. If the Defaulting Party has not fully cured the default within thirty (30) days after receipt of such written notice, the Non-Defaulting Party may instruct Escrow Holder to cancel the Escrow, and the Non-Defaulting Party shall thereupon be released from its obligations under this Purchase Agreement. In the event Buyer does not purchase the Property, due to no fault of Seller following completion of the Due Diligence Period without termination by Buyer, Buyer shall not be entitled to a return of the Deposit. Said Deposit shall be treated as liquidated damages to Seller for Buyer's default.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

Section 8.1 Entire Agreement. This Purchase Agreement fully and completely expresses the entire agreement between the Parties hereto with respect to the subject matter hereof.

Section 8.2 Waiver. The failure of either Party at any time to require a performance by the other Party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The waiver of any breach of any provision of this Purchase Agreement by Buyer or Seller shall not be deemed to be a waiver of any preceding or subsequent breach of the same or any other provision of this Purchase Agreement.

Section 8.3 Representation by Independent Counsel. Buyer and Seller agree and acknowledge that they have been represented by independent legal counsel of their own choice and that they have executed this Purchase Agreement with the consent of, and upon the advice of, their own legal counsel.

Section 8.4 Not for Benefit of Third Parties. This Purchase Agreement and every provision hereof is for the exclusive benefit of the Parties to this Purchase Agreement and not for the benefit of any third party.

Section 8.5 Assignment. This Purchase Agreement may be assigned to another nonprofit public benefit corporation or to a limited partnership in which Buyer is the managing general partner. In the event of such assignment, the Property shall continue to be used solely for affordable senior rental housing and senior support services. This Purchase Agreement shall be binding upon the Parties hereto and their respective heirs, successors or representatives or assigns.

Section 8.6 Notices. All notices, demands and other communications given or required to be given pursuant to this Purchase Agreement shall be in writing, duly addressed as indicated below, and given by personal delivery, registered or certified mail (postage prepaid and return receipt requested), Federal Express or other reliable private express delivery, or by email or facsimile transmission (with original to follow via first-class U.S. Mail). Such notices, demands or other communications shall be deemed received: (1) immediately upon delivery if personally delivered or sent by facsimile transmission; or (2) after three (3) business days if given or sent by any other approved method specified above. Any Party specified below may, for purposes of this

Purchase Agreement, change its name, address, facsimile number, or person to whom attention should be directed by giving notice in the manner specified in this Section. A copy of any notice, demand or communication sent to Seller should also be sent to Seller's legal counsel, and a copy of any notice, demand, or communication sent to Buyer should also be sent to Buyer's legal counselor representative, if any. Notices, demands and communications shall be duly addressed as follows:

To Buyer:

Thomas E. Willard, President
Foundation for Affordable Housing II, Inc.
30950 Rancho Viejo Road, Suite 100
San Juan Capistrano, CA 92675
Fax: 949-443-9133
Email: tom@ffah.org

To Seller:

Deputy Superintendent
Capistrano Unified School District
3122 Valle Rd.
San Juan Capistrano, CA 92675
Fax: (949) 493-3728
Email: cdhampton@capousd.org

To Seller's Legal Counsel:

Wendy H. Wiles, Esq.
Bowie, Arneson, Wiles & Giannone
4920 Campus Drive
Newport Drive, CA 92660
Fax: (949) 851-2014
Email: wwiles@bawg.com

To Escrow Holder:

Chicago Title Company
Attn: Lorri Beasley
Nat'l Senior Commercial Escrow Officer
16969 Von Karman, Suite 200
Irvine, CA 92606-4948
Fax: 949-724-3186
Email: beasleyl@ctt.com

Section 8.7 Incorporation of Recitals and Exhibits. All recitals and Exhibits attached hereto and referred to herein are incorporated into and are an effective part of this Purchase Agreement.

Section 8.8 Severability. If any Article, Section, subsection, paragraph, sentence, clause or phrase contained in this Purchase Agreement shall become illegal, null or void or against public policy, for any reason, shall be held by a court of competent jurisdiction to be illegal, null or void or against public policy, the remaining Articles, Sections, subsections, paragraphs, sentences, clauses or phrases contained in this Purchase Agreement shall not be affected thereby.

Section 8.9 **Survival of Terms.** All warranties, representations, terms, agreements, covenants and conditions contained herein shall survive Close of Escrow.

Section 8.10 **Counterparts.** This Purchase Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

Section 8.11 **Prior Agreement Superseded.** This Purchase Agreement supersedes and replaces the Original PSA and the Original PSA Amendments.

IN WITNESS OF THE FOREGOING, the undersigned execute this Purchase Agreement as of the date first written above.

**CAPISTRANO UNIFIED
SCHOOL DISTRICT**

**FOUNDATION FOR
AFFORDABLE HOUSING II, INC.**

By: _____
CLARK HAMPTON
Deputy Superintendent, Business and
Support Services

By: _____
THOMAS E. WILLARD
President

EXHIBIT A

ACKNOWLEDGMENT OF ESCROW OFFICER

The undersigned Escrow Holder is in receipt of that certain Amended and Restated Purchase and Sale Agreement and Escrow Instructions Between Foundation for Affordable Housing II, Inc., a California nonprofit public benefit corporation and the Capistrano Unified School District, a California public school district, dated as of this _ day of _____, 2014, and, in accordance therewith state that _____, 2014, is the date of the opening of Escrow. The undersigned Escrow Holder agrees to act as Escrow Holder pursuant to the terms of the Agreement.

CHICAGO TITLE COMPANY

By: _____

Name: LORRI BEASLEY

Title: National Sr. Commercial Escrow Officer

EXHIBIT B
STANDARD ESCROW INSTRUCTIONS
(TO BE ATTACHED UPON OPENING OF ESCROW)

**EXHIBIT C
GRANT DEED**

Recording Requested By and When
Recorded Mail this Grant Deed
And All Tax Statements To:

APN:

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, and subject to the below restrictions, the CAPISTRANO UNIFIED SCHOOL DISTRICT, a public school district organized and existing pursuant to the laws of the State of California ("Grantor"), hereby grants to FOUNDATION FOR AFFORDABLE HOUSING II, INC., a nonprofit public benefit corporation ("Grantee"), that certain real property located in the City of Aliso Viejo, County of Orange, and State of California, more particularly described in Exhibit "1" and depicted in Exhibit "2", both of which are attached hereto and incorporated herein by reference ("Property").

Said grant is subject to the following covenant, condition, and restriction, in that the Property shall be used solely for affordable senior housing and senior support services. The foregoing restriction shall run with the Property and be binding upon and inure to the benefit of Grantor and Grantee, as well as their respective heirs, executors, administrators, successors, and assigns. Grantor hereby reserves for itself and its heirs, executors, administrators, successors, and assigns, the power to terminate Grantee's fee estate in the Property upon the breach of the aforementioned condition upon written notice of a violation of the same, except that Grantee and its heirs, executors, administrators, successors, and assigns shall have the right to cure the breach within a period of 60 days after the receipt of written notice from Grantor or its heirs, executors, administrators, successors, and assigns of their intent to terminate the estate. Grantor and its heirs, executors, administrators, successors, and assigns shall have the alternative right to seek an injunction, or other appropriate legal remedy, to enforce the aforementioned condition.

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

GRANTOR:

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____
Superintendent

EXHIBIT I

LEGAL DESCRIPTION OF PROPERTY

THAT PORTION OF PARCEL 2 OF LOT LINE ADJUSTMENT LL 91-024, IN THE CITY OF ALISO VIEJO, COUNTY OF ORANGE, STATE OF CALIFORNIA, RECORDED AUGUST 19, 1991 AS INSTRUMENT NO. 91-444054 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED IN SAID LOT LINE ADJUSTMENT AS HAVING A BEARING AND DISTANCE OF "NORTH 11° 26' 41" EAST 256.46 FEET" IN THE WESTERLY LINE OF SAID PARCEL 2; THENCE ALONG SAID WESTERLY LINE NORTH 11° 26' 41" EAST 45.21 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID WESTERLY BOUNDARY LINE SOUTH 77° 30' 00" EAST 425.00 FEET; THENCE NORTH 12° 30' 00" EAST 3.73 FEET; THENCE NORTH 41° 21' 00" EAST 230.82 FEET; THENCE NORTH 48° 39' 00" WEST 554.11 FEET TO A POINT IN SAID WESTERLY LINE, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 600.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS SOUTH 52° 46' 10" EAST; THENCE ALONG SAID WESTERLY LINE THROUGH THE FOLLOWING COURSES: ALONG SAID CURVE SOUTHWESTERLY AND SOUTHERLY 270.03 FEET THROUGH A CENTRAL ANGLE OF 25° 47' 09"; THENCE TANGENT FROM SAID CURVE SOUTH 11° 26' 41" WEST 211.25 FEET TO THE TRUE POINT OF BEGINNING.

APN: 632-133-05

DEPICTION OF PROPERTY



STATE OF CALIFORNIA }
 } SS.
COUNTY OF _____ }

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

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

WITNESS my hand and official seal.

Notary Public

EXHIBIT D

RECORDING REQUESTED BY:

Capistrano Unified School District

AND WHEN RECORDED, MAIL TO:

Liberty Senior Associates, a California LLC
5 Park Plaza, Suite 980
Irvine, CA 92614

APN No. 632-133-03

Grant of Easement for Emergency Vehicle Access Purposes

Pursuant to the Purchase and Sale Agreement and Escrow Instructions entered into by and between the Capistrano Unified School District ("Grantor") and the Foundation for Affordable Housing II, Inc. ("Grantee") on or about April 24, 2014, Grantor, as the owner of certain real property situated in the City of Aliso Viejo, Orange County, California, identified as Orange County Assessor Parcel No. 632-133-03 (hereinafter referred to as the "Property"), hereby grants to Grantee a non-exclusive easement over that portion of the Property described in Exhibits "1" and "2," which are attached hereto and incorporated by this reference (hereinafter, "Easement") for the purposes specified herein.

The Easement, as described herein, is granted by Grantor solely for the purpose of allowing emergency vehicle access to that real property owned by Grantee, as more particularly described in Exhibit "3," which is attached hereto and incorporated by this reference ("Grantee Parcel"). Grantee, as a condition of such access, shall construct and maintain at no cost to Grantor a gate on the Grantee Parcel from any driveway or access route constructed to provide for access to the Easement ("Gate"). The Gate shall be constructed, installed, maintained and operated in a manner so as to allow emergency vehicle access, while at the same time prohibiting general (non-emergency) vehicular traffic. The Gate shall be constructed, operated, and maintained so as to restrict entrance to the Grantee Parcel by way of the Easement solely to emergency personnel through the use of a Knox Box, or equivalent, access system, and shall otherwise comply with emergency ingress and egress requirements imposed by the Orange County Fire Authority. Grantee is not permitted to utilize, or permit the utilization of, the Easement for non-emergency driveway, access, or parking purposes.

This Easement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Grantor and Grantee, and shall be deemed to benefit the Grantee Parcel. The Easement shall terminate upon (1) Grantee's failure to comply with the conditions specified herein, upon 60 days written notice of such failures by Grantor and a failure to cure on the part of Grantee within such time; (2) a change in zoning or allowable land use of the Grantee Parcel whereby the Grantee Parcel no longer requires emergency vehicular access through the Easement; or (3) the creation or approval by the City of Aliso Viejo, Orange County Fire Authority, or successor or equivalent agency of an alternative emergency access route to the Grantee Parcel. The Easement granted herein shall be non-exclusive. Grantor retains the right to make use of the Easement, including both (1) for its own

purposes and (2) the right to grant concurrent easements to third parties, provided such third-party uses do not interfere unreasonably with Grantee's free use and enjoyment of the Easement for the purposes specified herein. For purposes of this Easement, Grantor's existing use of the Easement as a driveway to access Grantor's property shall be deemed a use that, as a matter of law, does not unreasonably interfere with Grantee's free use and enjoyment of the Easement for the purposes specified herein.

This Easement shall be effective on the date of the recording of this instrument with the County of Orange.

GRANTOR:

**CAPISTRANO UNIFIED
SCHOOL DISTRICT**

GRANTEE:

**FOUNDATION FOR
AFFORDABLE HOUSING II, INC.**

By: _____
Clark Hampton
Deputy Superintendent, Business and
Support Services

By: _____
Thomas E. Willard
President

EXHIBIT 1
to
EASEMENT FOR EMERGENCY VEHICLE ACCESS

CAPISTRANO UNIFIED SCHOOL DISTRICT HEREBY GRANTS TO FOUNDATION FOR AFFORDABLE HOUSING II, INC. , AN EASEMENT FOR EMERGENCY VEHICLE ACCESS OVER A PORTION OF PARCEL 2 OF LOT LINE ADJUSTMENT LL 91-024 IN THE CITY OF ALISO VIEJO, COUNTY OF ORANGE, STATE OF CALIFORNIA, RECORDED AS INSTRUMENT No. 91-444054 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 2; THENCE DEPARTING SAID CORNER ALONG THE EASTERLY RIGHT-OF-WAY OF LIBERTY, 80 FEET IN WIDTH, THENCE N. 11° 26' 41" E., 45.21 FEET; THENCE S. 77° 30' 00" E., 425.00 FEET; THENCE S. 11° 26' 41" W., 45.21 FEET; THENCE N. 77° 30' 00" W., 425.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING A TOTAL AREA OF 19,214 SQUARE FEET, MORE OF LESS. ATTACHED AND MADE A PART HEREOF IS EXHIBIT "2".

EXHIBIT 2

Easement for Emergency Vehicle Access

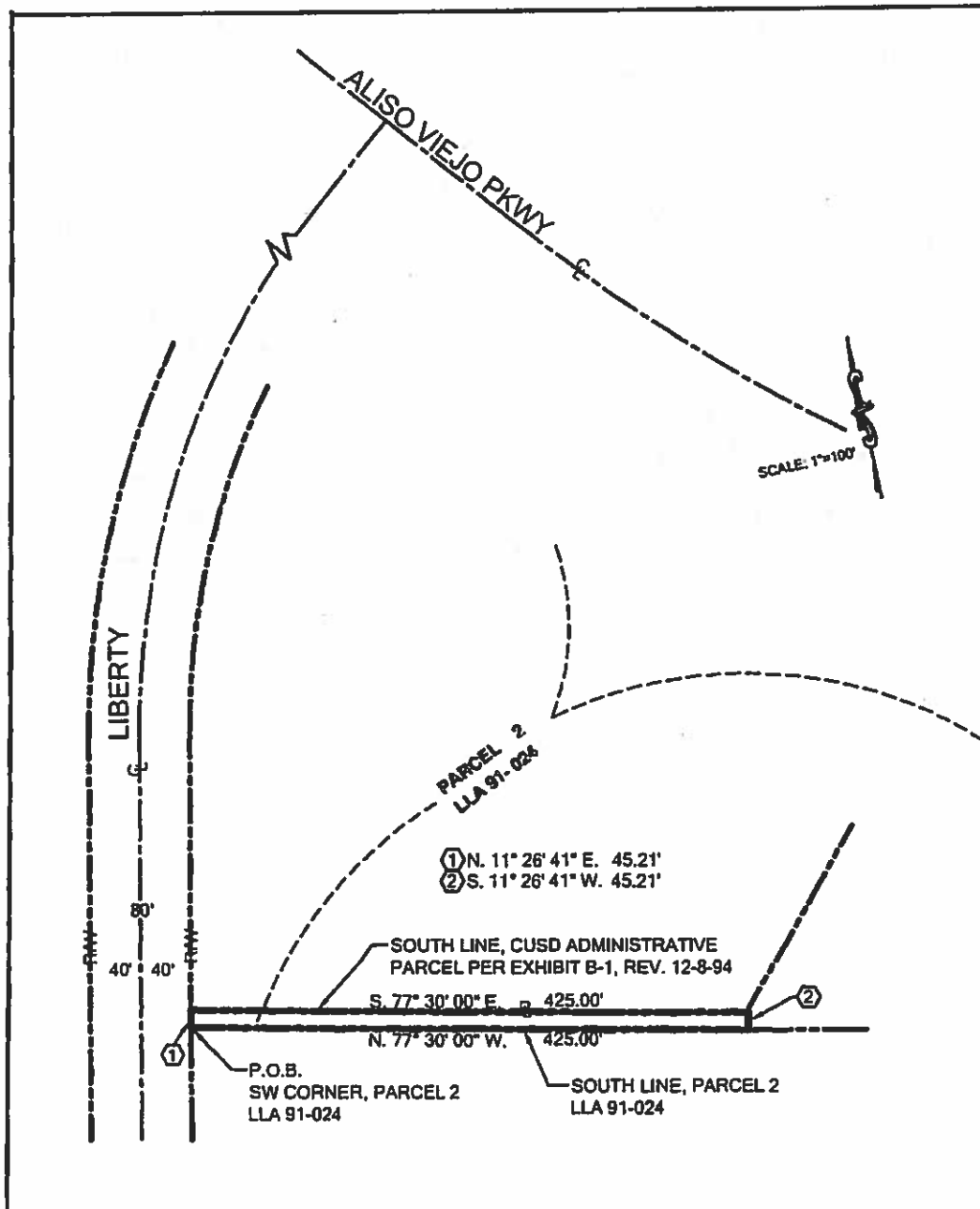


EXHIBIT 3

LEGAL DESCRIPTION OF GRANTEE PARCEL

THAT PORTION OF PARCEL 2 OF LOT LINE ADJUSTMENT LL 91-024 IN THE CITY OF ALISO VIEJO, COUNTY OF ORANGE, STATE OF CALIFORNIA, RECORDED AS INSTRUMENT NO. 91-444054 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED IN SAID LOT LINE ADJUSTMENT AS HAVING A BEARING AND DISTANCE OF "NORTH 11° 26' 41" EAST 256.46 FEET" IN THE WESTERLY LINE OF SAID PARCEL 2; THENCE ALONG SAID WESTERLY LINE NORTH 11° 26' 41" EAST 45.21 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID WESTERLY BOUNDARY LINE SOUTH 77° 30' 00" EAST 425.00 FEET; THENCE NORTH 12° 30' 00" EAST 3.73 FEET; THENCE NORTH 41° 21' 00" EAST 230.82 FEET; THENCE NORTH 48° 39' 00" WEST 554.11 FEET TO A POINT IN SAID WESTERLY LINE, SAID POINT BEING THE BEGINNING OF A NONTANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 600.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS SOUTH 52° 46' 10" EAST; THENCE ALONG SAID WESTERLY LINE THROUGH THE FOLLOWING COURSES: ALONG SAID CURVE SOUTHWESTERLY AND SOUTHERLY 270.03 FEET THROUGH A CENTRAL ANGLE OF 25° 47' 09"; THENCE TANGENT FROM SAID CURVE SOUTH 11° 26' 41" WEST 211.25 FEET TO THE TRUE POINT OF BEGINNING.



Capistrano Unified Education Association

Jodee Brentlinger
Assistant Superintendent, Personnel
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

March 26, 2014

Dear Jodee:

CUEA submits the following as their initial proposal for a successor agreement in order to fulfill the public notice requirement per Government Code 3547.

Article 5 Hours of Employment

- Changes and improvements throughout the entire Article

Article 8 Class Size

- Changes and improvements throughout the entire Article

Article 13 Health and Welfare Benefits

- Changes and improvements throughout the entire Article

Article 14 Wages

- The Association proposes that the District continue to provide salaries which are competitive and which maintain or improve Capistrano Unified School District's ranking with other Orange County Districts.

Miscellaneous

It is CUEA's intent, in compliance with Article 12 in the collective bargaining agreement as well as applicable state law, to meet and negotiate sufficiently in advance of the end of the current agreement in order for a new agreement to be reached.

It is CUEA's intent to evaluate and incorporate all active MOU's into the collective bargaining agreement.

Please contact me at your earliest convenience to schedule negotiations sessions.

Sincerely,

Brian Todd,
Executive Director
Capistrano Unified Education Association

27422 Aliso Creek Road, Suite 100
Aliso Viejo, CA 92656

Phone: 949.900.2280
Fax: 949.900.2284
Website: www.cuea.org

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 23, 2014

RESOLUTION NO. 1314-43
CLASSIFIED LAYOFF NON-MANAGEMENT EMPLOYEES

WHEREAS, it is necessary to eliminate or reduce certain positions in the District, and

WHEREAS, it is due to a bona fide reduction in funding and/or lack of work that the District will reduce or discontinue certain services being provided directly or indirectly to programs and services (vacant/outstanding positions), and

WHEREAS, the elimination or reduction of these positions/or services will result in the layoff of classified personnel;

NOW, THEREFORE, BE IT RESOLVED that the District eliminates or reduces the following positions due to a bona fide reduction, elimination of a service being performed, or lack of funds:

Position Elimination/Classified	Number of Full Time Equivalents	Total Number of Positions Eliminated	Positions Currently Vacant
Academic Advisor	1	1	1
Bilingual Clerk	.75	1	1
Bilingual Community Services Liaison	1.1875	2	2
Bilingual Instructional Assistant	4.688	11	4
Bilingual Instructional Assistant-Preschool	1.5	4	8
High School Campus Supervisor	.4375	1	1
Instructional Assistant	6.812	17	9
Instructional Assistant-Community Ed	.4	2	2
Instructional Assistant-Computer Lab	1.187	3	1
Instructional Assistant-Preschool	5.45	14	15
Intermediate Office Assistant	1	1	0
Nursing Specialist	1.75	2	1
Preschool Resource Teacher	.875	2	0
Preschool Site Facilitator	3	4	1
Preschool Teacher	8.25	11	1
TOTAL	38.287	76	47

AND BE IT FURTHER RESOLVED the Superintendent of the District is hereby authorized and directed to give notice of termination/reduction of employment to such classified employees of the District pursuant to District rules and regulations, the collective bargaining agreement, and applicable provisions of the Education Code of the State of California, to take effect no earlier than 60 days prior to the effective day of layoff as set forth above.

PASSED AND ADOPTED by the Board of Trustees of the Capistrano Unified School District on April 23, 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 April 23, 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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California
PROPOSED 2014-2015 SCHOOL CALENDAR

INDEPENDENCE DAY HOLIDAY (Legal Holiday)
Adult Transition Program -Teacher Pre-Service Days
Adult Transition Program (ATP) OPENING DAY OF SCHOOL

New Teacher - Pre-service Day
LABOR DAY (Legal Holiday)
All Teachers - Pre-service Days (Except ATP)

OPENING DAY OF SCHOOL

(Opening Day is a Minimum Day for Elementary Students)
Back-to-School Night, Middle School
(Minimum day per individual school site calendar)
Back-to-School Night, High School
(Minimum day per individual school site calendar)
Back-to-School Night, Elementary
(Minimum day per individual school site calendar)

End of First Progress Reporting Period (High School)

End of First Quarter (Middle School)

VETERANS DAY (Legal Holiday)

End of First Reporting Period (Elementary)

Parent Conferences, Elementary (Pupil Free Days-Elementary)
Pupil-Free Day for Secondary Professional Development Day
Parent Conferences, Elementary (Minimum Days)

End of Second Progress Reporting Period (High School)

THANKSGIVING RECESS (Recess for Students and Teachers)

THANKSGIVING HOLIDAYS (Legal and Local Holiday)

SCHOOL RESUMES

WINTER RECESS (Recess for Students and Teachers)
CHRISTMAS HOLIDAYS (Local and Legal Holiday)
HOLIDAY TO REPLACE ADMISSION DAY (Local Holiday)
NEW YEAR'S DAY (Legal Holiday)

SCHOOL RESUMES

DR. MARTIN LUTHER KING, JR. DAY (Legal Holiday)
Final Exam Days, High School (Minimum Days, High School)
End of First Semester (Middle & High School)
First Semester Wrap-up Activities (Middle & High School)
Middle, High School, and ATP Pupil-Free Day
Second Semester Begins

LINCOLN DAY (Legal Holiday)

WASHINGTON DAY (Legal Holiday)

End of First Progress Reporting Period (High School)

End of Second Progress Reporting Period (Elementary)

Parent Conferences, Elementary (Minimum Days, Elementary School)

End of Third Quarter (Middle School)

SPRING HOLIDAY (Local Holiday)

SPRING RECESS (Recess for Students and Teachers)

SCHOOL RESUMES

End of Second Progress Reporting Period (High School)

MEMORIAL DAY (Legal Holiday)

ATP Students/Staff - Last Day of School

(Minimum Day for ATP Students Only)

Last Day for ATP Teachers
Final Exam Days, High School (Minimum Days, High School)
End of Second Semester (Secondary)

End of Third Progress Reporting Period (Elementary)

LAST DAY OF SCHOOL FOR ALL STUDENTS

(Minimum Day for All Students/Graduation Ceremonies)

LAST DAY OF SCHOOL FOR ALL TEACHERS

Friday, July 4, 2014

Thurs.-Fri., August 14-15, 2014

Monday, August 18, 2014

Thursday, August 28, 2014

Monday, Sept. 1, 2014

Tues.-Weds., Sept. 2-3, 2014

Thursday, Sept. 4, 2014

Tues., Weds., or Thurs., Sept. 9-11, 2014

Mon., Tues., Weds., or Thurs., Sept. 15-18, 2014

Tuesday, Sept. 23, 2014, or

Wednesday, Oct. 1, or Thurs. Oct. 2, 2014

Friday, Oct. 10, 2014

Friday, Nov. 7, 2014

Tuesday, Nov. 11, 2014

Friday, Nov. 14, 2014

Tues.-Weds., Nov. 18-19, 2014

Tuesday, November 18, 2014

Thurs.-Fri., Nov. 20-21, 2014

Friday, Nov. 21, 2014

Mon.-Wed., Nov. 24-26, 2014

Thurs.-Fri., Nov. 27-28, 2014

Monday, Dec. 1, 2014

Mon.-Fri., Dec. 22, 2014-Jan. 2, 2015

Weds.-Thurs., Dec. 24-25, 2014

Wednesday, Dec. 31, 2014

Thursday, Jan. 1, 2015

Monday, Jan. 5, 2015

Monday, Jan. 19, 2015

Tues.-Thurs., Jan. 27-29, 2015

Friday, Jan. 30, 2015

Friday, Jan. 30, 2015

Friday, Jan. 30, 2015

Monday, Feb. 2, 2015

Friday, Feb. 13, 2015

Monday, Feb. 16, 2015

Friday, Mar. 13, 2015

Friday, Mar. 13, 2015

Mon.-Fri., Mar. 16-20, 2015

Friday, Apr. 3, 2015

Monday, Apr. 6, 2015

Tues.-Fri., Apr. 7-10, 2015

Monday, Apr. 13, 2015

Friday, May 1, 2015

Monday, May 25, 2015

Wednesday, June 3, 2015

Thursday, June 4, 2015

Weds.-Fri., June 17-19, 2015

Friday, June 19, 2015

Friday, June 19, 2015

Friday, June 19, 2015

Monday, June 22, 2015

CIF APPLICATION FOR NEW MULTI-SCHOOL MEMBERSHIP STATUS (CIF Form 303 NEW)

SCHOOLS: RETURN COMPLETED APPLICATION TO YOUR CIF SECTION OFFICE. Applications are Due **NO LATER THAN MAY 31, 2014** (in the CIF Section Office)

CIF Section: Southern

Date of Application: Jan 20, 2013

FEES FOR THE TOTAL DUES AMOUNT MUST ACCOMPANY THIS APPLICATION. MAKE CHECKS PAYABLE TO STATE CIF.

* _____ x \$0.63 = _____

Total # of students _____ Total Dues _____
(CIF member school & multi-school students)

- Please complete signatures on all lines below.
- NEW APPLICATIONS must be filed by May 31 of the current school year **WITH ALL FEES ATTACHED WITH THE APPLICATION.**
- NEW APPLICATIONS received **AFTER May 31 WILL NOT BE APPROVED.**
- Applications received without fees attached will be returned to applicant for re-submission as long as the fees are submitted prior to the deadline of May 31 of the current school year.

NEW APPLICATION

Capistrano Valley
(CIF Member School requesting multi-school teams status)

9-12
(Grade levels involved)

26301 Via Escalar
(Street Address)

Mission Viejo
(City)

92692
(Zip)

Dr. Kevin Astor
(Principal designated to have administrative responsibility)

List school(s) or campus(es), location(s), and grade level(s) to be unified with the above listed CIF school for sports team purposes:

School Name: Capistrano Connections Academy

Address: 26800 Aliso Viejo Pkwy

Aliso Viejo, CA 92656

Principal's Name: Richard Savage Ed.D

Please specify, even though you are a continuation high school, whether your board of education considers the school an alternative school.

List reason(s) for request: Fair and equitable option for students enrolled in a district charter school to participate on home tea

List sport(s) by team to be included (identify as student, boys, or girls):

Football(both), Cross Country (both), Tennis (both), Golf(both), Volleyball (Both), Water polo (both), Soccer (both), Basketball (both), wrestling (both), baseball, softball, swimming (both), Track and Field (both), Lacross (both)

CBEDS enrollments (required):

CIF member school: 9-12: _____ +

School/programs(s) to be unified: 9-12: 6 = _____

Total students (transfer total to * at top of page for invoicing)

The following signatures indicate that State CIF Rule 303 has been read and certifies that all the required conditions have been met for this multi-school status request (see attached CIF Bylaw 303):

(Signed) _____ (School) _____ (Date) _____

Principal, CIF Member School

(Signed) _____ (Date) _____

President, Board of Education, CIF Member School

(Signed) _____ (Date) _____

Principal, Non CIF School Involved (attach additional pages as necessary)

(Signed) _____ (Date) _____

President, Board of Education, Non Member School

(Signed) _____ (Date) _____

(Signed) _____ (Date) _____

President, _____ (League)

(Signed) _____ (Date) _____

(Signed) _____ (Date) _____

Commissioner, _____ (CIF Section)

Permission to field multi-campus or unified sports teams as indicated in this application is granted for the 2014-2015 school year.

State CIF Executive Director _____

EXHIBIT 15

_____ Date

CIF APPLICATION FOR NEW MULTI-SCHOOL MEMBERSHIP STATUS

(CIF Form 303 NEW)

SCHOOLS: RETURN COMPLETED APPLICATION TO YOUR CIF SECTION OFFICE. Applications are Due NO LATER THAN MAY 31, 2014 (in the CIF Section Office)

CIF Section: Southern
 Date of Application: Jan 20, 2013

FEEs FOR THE TOTAL DUES AMOUNT MUST ACCOMPANY THIS APPLICATION. MAKE CHECKS PAYABLE TO STATE CIF.

* 14 x \$0.63 = _____

Total # of students _____ Total Dues _____
 (CIF member school & multi-school students)

- Please complete signatures on all lines below.
- NEW APPLICATIONS must be filed by May 31 of the current school year **WITH ALL FEES ATTACHED WITH THE APPLICATION.**
- NEW APPLICATIONS received **AFTER May 31 WILL NOT BE APPROVED.**
- Applications received without fees attached will be returned to applicant for re-submission as long as the fees are submitted prior to the deadline of May 31 of the current school year.

NEW APPLICATION

Dana Hills High School 9-12
 (CIF Member School requesting multi school teams status) (Grade levels involved)

33333 Golden Lantern Dana Point 92629
 (Street Address) (City) (Zip)

Jason J. Allemann Ed. D
 (Principal designated to have administrative responsibility)

List school(s) or campus(es), location(s), and grade level(s) to be unified with the above listed CIF school for sports team purposes:

School Name: Capistrano Connections Academy
 Address: 26800 Aliso Viejo Pkwy Aliso Viejo, CA 92656
 Principal's Name: Richard Savage Ed.D

Please specify, even though you are a continuation high school, whether your board of education considers the school an alternative school.

List reason(s) for request: Fair and equitable option for students enrolled in a district charter school to participate on home tea

List sport(s) by team to be included (Identify as student, boys, or girls):

Football(both), Cross Country (both), Tennis (both), Golf(both), Volleyball (Both), Water polo (both), Soccer (both), Basketball (both), wrestling (both), baseball, softball, swimming (both), Track and Field (both), I across (both)

CBEDS enrollments (required): CIF member school: 9-12: _____ +
 School/programs(s) to be unified: 9-12: 14 = _____
 Total students (transfer total to * at top of page for invoicing)

The following signatures indicate that State CIF Rule 303 has been read and certifies that all the required conditions have been met for this multi-school status request (see attached CIF Bylaw 303):

(Signed) _____	(School) _____	(Date) _____	Principal, CIF Member School
(Signed) _____	(School) _____	(Date) _____	President, Board of Education, CIF Member School
(Signed) <u>[Signature]</u>	(School) _____	(Date) <u>3/31/14</u>	Principal, Non CIF School Involved (attach additional pages as necessary)
(Signed) <u>[Signature]</u>	(School) _____	(Date) <u>3/31/14</u>	President, Board of Education, Non Member School
(Signed) _____	(School) _____	(Date) _____	President, _____ (League)
(Signed) _____	(School) _____	(Date) _____	Commissioner, _____ (CIF Section)

Permission to field multi-campus or unified sports teams as indicated in this application is granted for the 2014-2015 school year.

State CIF Executive Director _____

_____ Date

CIF APPLICATION FOR NEW MULTI-SCHOOL MEMBERSHIP STATUS

(CIF Form 303 NEW)

SCHOOLS: RETURN COMPLETED APPLICATION TO YOUR CIF SECTION OFFICE. Applications are Due **NO LATER THAN MAY 31, 2014** (in the CIF Section Office)

CIF Section: Southern

Date of Application: Jan 20, 2013

FEE FOR THE TOTAL DUES AMOUNT MUST ACCOMPANY THIS APPLICATION. MAKE CHECKS PAYABLE TO STATE CIF.

* _____ x \$0.63 = _____

Total # of students Total Dues
(CIF member school & multi-school students)

- Please complete signatures on all lines below.
- NEW APPLICATIONS must be filed by May 31 of the current school year WITH ALL FEES ATTACHED WITH THE APPLICATION.
- NEW APPLICATIONS received AFTER May 31 WILL NOT BE APPROVED.
- Applications received without fees attached will be returned to applicant for re-submission as long as the fees are submitted prior to the deadline of May 31 of the current school year.

NEW APPLICATION

San Juan Hills
(CIF Member School requesting multi school teams status)

9-12
(Grade levels involved)

29211 Vista Montana
(Street Address)

San Juan Capistrano
(City)

92675
(Zip)

Dr. Tom Ressler
(Principal designated to have administrative responsibility)

List school(s) or campus(es), location(s), and grade level(s) to be unified with the above listed CIF school for sports team purposes:

School Name: Capistrano Connections Academy

Address: 26800 Aliso Viejo Pkwy

Aliso Viejo, CA 92656

Principal's Name: Richard Savage Ed.D

Please specify, even though you are a continuation high school, whether your board of education considers the school an alternative school.

List reason(s) for request: Fair and equitable option for students enrolled in a district charter school to participate on home tea

List sport(s) by team to be included (identify as student, boys, or girls):

Football(both), Cross Country (both), Tennis (both), Golf(both), Volleyball (Both), Water polo (both), Soccer (both), Basketball (both), wrestling (both), baseball, softball, swimming (both), Track and Field (both), Lacross (both)

CBEDS enrollments (required):

CIF member school: 9-12: _____ +

School/programs(s) to be unified: 9-12: 9 = _____

Total students (transfer total to * at top of page for invoicing)

The following signatures indicate that State CIF Rule 303 has been read and certifies that all the required conditions have been met for this multi-school status request (see attached CIF Bylaw 303):

(Signed) _____ (School) _____ (Date) _____

Principal, CIF Member School

(Signed) [Signature] (Date) 3/31/14

President, Board of Education, CIF Member School

(Signed) [Signature] (Date) 3/31/14

Principal, Non CIF School Involved (attach additional pages as necessary)

(Signed) _____ (School) _____ (Date) _____

President, Board of Education, Non Member School

(Signed) _____ (Date) _____

President, _____ (League)

(Signed) _____ (Date) _____

Commissioner, _____ (CIF Section)

Permission to field multi-campus or unified sports teams as indicated in this application is granted for the 2014-2015 school year.

State CIF Executive Director

Date

CIF APPLICATION FOR NEW MULTI-SCHOOL MEMBERSHIP STATUS

(CIF Form 303 NEW)

SCHOOLS: RETURN COMPLETED APPLICATION TO YOUR CIF SECTION OFFICE. Applications are Due **NO LATER THAN MAY 31, 2014** (in the CIF Section Office)

CIF Section: Southern

Date of Application: Jan 20, 2013

**FEES FOR THE TOTAL DUES AMOUNT MUST
ACCOMPANY THIS APPLICATION.
MAKE CHECKS PAYABLE TO STATE CIF.**

* _____ x \$0.63 = _____

Total # of students Total Dues
(CIF member school & multi-school students)

- Please complete signatures on all lines below.
- **NEW APPLICATIONS** must be filed by May 31 of the current school year **WITH ALL FEES ATTACHED WITH THE APPLICATION.**
- **NEW APPLICATIONS** received **AFTER May 31 WILL NOT BE APPROVED.**
- Applications received without fees attached will be returned to applicant for re-submission as long as the fees are submitted prior to the deadline of May 31 of the current school year.

NEW APPLICATION

San Clemente
(CIF Member School requesting multi-school teams status)

9-12
(Grade levels involved)

700 Avenida Pico San Clemente 92673
(Street Address) (City) (Zip)

Michael Halt
(Principal designated to have administrative responsibility)

List school(s) or campus(es), location(s), and grade level(s) to be unified with the above listed CIF school for sports team purposes:

School Name: Capistrano Connections Academy

Address: 26800 Aliso Viejo Pkwy Aliso Viejo, CA 92656

Principal's Name: Richard Savage Ed.D

Please specify, even though you are a continuation high school, whether your board of education considers the school an alternative school.

List reason(s) for request: Fair and equitable option for students enrolled in a district charter school to participate on home tee

List sport(s) by team to be included (identify as student, boys, or girls):

Football(both), Cross Country (both), Tennis (both), Golf(both), Volleyball (Both), Water polo (both), Soccer (both), Basketball (both), wrestling (both), baseball, softball, swimming (both), Track and Field (both), Lacross (both)

CBEDS enrollments (required): CIF member school: 9-12: _____ +
School/programs(s) to be unified: 9-12: 26 _____ = _____
Total students (transfer total to * at top of page for invoicing)

The following signatures indicate that State CIF Rule 303 has been read and certifies that all the required conditions have been met for this multi-school status request (see attached CIF Bylaw 303):

(Signed) _____	(School) _____	(Date) _____	Principal, CIF Member School
(Signed) _____		(Date) <u>3/31/14</u>	President, Board of Education, CIF Member School
(Signed) _____		(Date) <u>3/31/14</u>	Principal, Non CIF School Involved (attach additional pages as necessary)
(Signed) _____	(School) _____	(Date) _____	President, Board of Education, Non Member School
(Signed) _____		(Date) _____	President, _____ (League)
(Signed) _____		(Date) _____	Commissioner, _____ (CIF Section)

Permission to field multi-campus or unified sports teams as indicated in this application is granted for the 2014-2015 school year.

State CIF Executive Director _____ Date _____

CIF APPLICATION FOR NEW MULTI-SCHOOL MEMBERSHIP STATUS

(CIF Form 303 NEW)

SCHOOLS: RETURN COMPLETED APPLICATION TO YOUR CIF SECTION OFFICE. Applications are Due **NO LATER THAN MAY 31, 2014** (in the CIF Section Office)

CIF Section: Southern

Date of Application: Jan 20, 2013

FEES FOR THE TOTAL DUES AMOUNT MUST ACCOMPANY THIS APPLICATION. MAKE CHECKS PAYABLE TO STATE CIF.

* _____ x \$0.63 = _____

Total # of students _____ Total Dues _____
(CIF member school & multi-school students)

- Please complete signatures on all lines below.
- NEW APPLICATIONS must be filed by May 31 of the current school year WITH ALL FEES ATTACHED WITH THE APPLICATION.
- NEW APPLICATIONS received AFTER May 31 WILL NOT BE APPROVED.
- Applications received without fees attached will be returned to applicant for re-submission as long as the fees are submitted prior to the deadline of May 31 of the current school year.

NEW APPLICATION

Tesoro
(CIF Member School requesting multi-school teams status)

9-12
(Grade levels involved)

1 Tesoro Creek Rd Las Flores
(Street Address) (City)

92688
(Zip)

Dr Marc Patterson
(Principal designated to have administrative responsibility)

List school(s) or campus(es), location(s), and grade level(s) to be unified with the above listed CIF school for sports team purposes:

School Name: Capistrano Connections Academy

Address: 26800 Aliso Viejo Pkwy

Aliso Viejo, CA 92656

Principal's Name: Richard Savage Ed.D

Please specify, even though you are a continuation high school, whether your board of education considers the school an alternative school.

List reason(s) for request: Fair and equitable option for students enrolled in a district charter school to participate on home tea

List sport(s) by team to be included (Identify as student, boys, or girls):

Football(both), Cross Country (both), Tennis (both), Golf(both), Volleyball (Both), Water polo (both), Soccer (both), Basketball (both), wrestling (both), baseball, softball, swimming (both), Track and Field (both), Lacross (both)

CBEDS enrollments (required):

CIF member school: 9-12: _____ +

School/programs(s) to be unified: 9-12: 9 = _____

Total students (transfer total to * at top of page for invoicing)

The following signatures indicate that State CIF Rule 303 has been read and certifies that all the required conditions have been met for this multi-school status request (see attached CIF Bylaw 303):

(Signed) _____ (School) _____ (Date) _____

Principal, CIF Member School

(Signed) _____ (Date) 3/31/14

President, Board of Education, CIF Member School

(Signed) _____ (Date) 3/31/14

Principal, Non CIF School Involved (attach additional pages as necessary)

(Signed) _____ (School) _____ (Date) 3/31/14

President, Board of Education, Non Member School

(Signed) _____ (Date) _____

President, _____ (League)

(Signed) _____ (Date) _____

Commissioner, _____ (CIF Section)

Permission to field multi-campus or unified sports teams as indicated in this application is granted for the 2014-2015 school year.

State CIF Executive Director

Date

CIF APPLICATION FOR NEW MULTI-SCHOOL MEMBERSHIP STATUS

(CIF Form 303 NEW)

SCHOOLS: RETURN COMPLETED APPLICATION TO YOUR CIF SECTION OFFICE. Applications are Due **NO LATER THAN MAY 31, 2014** (in the CIF Section Office)

CIF Section: Southern

Date of Application: Jan 20, 2013

FEEES FOR THE TOTAL DUES AMOUNT MUST ACCOMPANY THIS APPLICATION. MAKE CHECKS PAYABLE TO STATE CIF.

* _____ x \$0.63 = _____

Total # of students _____ Total Dues _____
(CIF member school & multi-school students)

- Please complete signatures on all lines below.
- **NEW APPLICATIONS** must be filed by May 31 of the current school year **WITH ALL FEES ATTACHED WITH THE APPLICATION.**
- **NEW APPLICATIONS** received AFTER May 31 **WILL NOT BE APPROVED.**
- Applications received without fees attached will be returned to applicant for re-submission as long as the fees are submitted prior to the deadline of May 31 of the current school year.

NEW APPLICATION

Aliso Niguel
(CIF Member School requesting multi-school teams status)

9-12
(Grade levels involved)

28000 Wolverine Aliso Viejo
(Street Address) (City)

92656
(Zip)

Chris Carter
(Principal designated to have administrative responsibility)

List school(s) or campus(es), location(s), and grade level(s) to be unified with the above listed CIF school for sports team purposes:

School Name: Capistrano Connections Academy

Address: 26800 Aliso Viejo Pkwy

Aliso Viejo, CA 92656

Principal's Name: Richard Savage Ed.D

Please specify, even though you are a continuation high school, whether your board of education considers the school an alternative school.

List reason(s) for request: Fair and equitable option for students enrolled in a district charter school to participate on home tea

List sport(s) by team to be included (identify as student, boys, or girls):

Football(both), Cross Country (both), Tennis (both), Golf(both), Volleyball (Both), Water polo (both), Soccer (both), Basketball (both), wrestling (both), baseball, softball, swimming (both), Track and Field (both), Lacross (both)

CBEDS enrollments (required):

CIF member school: 9-12: _____ +

School/programs(s) to be unified: 9-12: 12 = _____

Total students (transfer total to * at top of page for invoicing)

The following signatures indicate that State CIF Rule 303 has been read and certifies that all the required conditions have been met for this multi-school status request (see attached CIF Bylaw 303):

(Signed) _____ (School) _____ (Date) _____

Principal, CIF Member School

(Signed) _____ (Date) _____

President, Board of Education, CIF Member School

(Signed) _____ (Date) _____

Principal, Non CIF School Involved (attach additional pages as necessary)

(Signed) _____ (School) _____ (Date) _____

President, Board of Education, Non Member School

(Signed) _____ (Date) _____

President, _____ (League)

(Signed) _____ (Date) _____

Commissioner, _____ (CIF Section)

Permission to field multi-campus or unified sports teams as indicated in this application is granted for the 2014-2015 school year.

State CIF Executive Director _____

_____ Date

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 23, 2014

RESOLUTION NO. 1314-42

**RIGHT OF ENTRY LICENSE AGREEMENT BETWEEN THE CITY OF
SAN JUAN CAPISTRANO AND THE CAPISTRANO UNIFIED SCHOOL
DISTRICT AND TAKING ACTIONS RELATED THERETO**

BACKGROUND INFORMATION

The City of San Juan Capistrano (City) desires to embark upon a public construction project, involving the construction of a retaining wall and related improvements, along certain portions of El Camino Real at Don Juan Avenue in the City of San Juan Capistrano (Retaining Wall Project). The City owns property directly adjacent to Junipero Serra High School, located at 31422 Camino Capistrano, in the City of San Juan Capistrano. The City has requested the District grant it and its authorized agents a temporary Right of Entry License Agreement over portions of Junipero Serra High School, in order to access the Retaining Wall Project construction site.

The Retaining Wall Project is primarily to construct the retaining wall to safeguard the public and Junipero Serra High School. Some of the related improvements include, but are not limited to, a new landscaped parkway, removal of an existing low block wall on District property, and installation of a new asphalt berm at the edge of Serra High School's asphalt driveway.

The Board of Trustees is presented with a proposed Right of Entry License Agreement Between the City of San Juan Capistrano and the Capistrano Unified School District (Right of Entry Agreement), whereby the District permits the City and its authorized agents access over portions of Junipero Serra High School, beginning June 25, 2014, and terminating no later than September 1, 2014, subject to additional terms and conditions contained therein.

CURRENT CONSIDERATIONS

At the time of this proposed Resolution No. 1314-42, the Board of Trustees will review and consider entering into the Right of Entry Agreement.

FINANCIAL IMPLICATIONS

Any costs, terms of reimbursement, claims, or other financial implications resulting from the City's or its authorized agents' use in connection with the Right of Entry Agreement are governed by the Right of Entry Agreement.

STAFF RECOMMENDATION

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

Following discussion, it is recommended the Board of Trustees adopt Resolution No. 1314-42, Right of Entry License Agreement Between the City of San Juan Capistrano and The Capistrano Unified School District and Taking Actions Related Thereto.

EXHIBIT 16

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

RESOLUTION NO. 1314-42

RIGHT OF ENTRY LICENSE AGREEMENT BETWEEN THE CITY OF SAN JUAN CAPISTRANO AND THE CAPISTRANO UNIFIED SCHOOL DISTRICT AND TAKING ACTIONS RELATED THERETO

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

WHEREAS, the City of San Juan Capistrano (City) is a California municipal corporation, which owns certain property within the City of San Juan Capistrano, directly adjacent to Serra High School; and

WHEREAS, the City desires to embark on a public construction project to construct a retaining wall and related improvements (Retaining Wall Project), along certain portions of El Camino Real at Don Juan Avenue in the City of San Juan Capistrano, a copy of such plans are on file with City's Public Works Department; and

WHEREAS, the City has requested the District grant the City and its authorized agents a right of entry onto a portion of Serra High School, beginning on June 25, 2014, and terminating prior to the commencement of the school year, but in no event later than September 1, 2014, to proceed with the Retaining Wall Project, subject to the terms and conditions set forth in the Right of Entry License Agreement Between the City of San Juan Capistrano and the Capistrano Unified School District (Right of Entry Agreement), in the form attached hereto as Exhibit A; and

WHEREAS, the Board of Trustees of the Capistrano Unified School District, acting on behalf of CUSD, desires to enter into the Right of Entry Agreement.

IT IS HEREBY RESOLVED by the Board of Trustees as follows:

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

Section 2. The Board of Trustees approves the "Right of Entry License Agreement Between the City of San Juan Capistrano and the Capistrano Unified School District" and authorizes its execution by the Superintendent, subject to no substantive changes and modifications.

Section 3. This Resolution shall take effect from and after the date of its passage and adoption.

AYES: ()
NOES ()
ABSENT ()
ABSTAIN ()

I, Joseph M. Farley, Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting on the 23rd day of April 2014, by a roll call vote.

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

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

EXHIBIT "A"

RIGHT OF ENTRY
LICENSE AGREEMENT
BETWEEN THE
CITY OF SAN JUAN CAPISTRANO
AND
THE CAPISTRANO UNIFIED SCHOOL DISTRICT

**RIGHT OF ENTRY
LICENSE AGREEMENT
BETWEEN THE
CITY OF SAN JUAN CAPISTRANO
AND
THE CAPISTRANO UNIFIED SCHOOL DISTRICT**

**(Temporary Construction – CIP 07111 El Camino Real at Don Juan Avenue
Retaining Wall Project)**

THIS RIGHT OF ENTRY LICENSE AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2014 by and among THE CAPISTRANO UNIFIED SCHOOL DISTRICT (“Licensor”), a school district duly organized and operated under the laws of the State of California, and the CITY OF SAN JUAN CAPISTRANO (“Licensee”), a California municipal corporation.

RECITALS

A. Licensee intends to embark on a public construction project to construct a retaining wall and related improvements (“Retaining Wall Project”), as more specifically described in Exhibit “A,” along certain portions of El Camino Real at Don Juan Avenue in the City of San Juan Capistrano, California, which area is more particularly depicted on Exhibit “B”, attached hereto and incorporated herein by reference, commonly referred to as the area located along El Camino Real at Don Juan Avenue, City of San Juan Capistrano, California, (hereinafter referred to as the “El Camino Real Retaining Wall Project Area”).

B. Licensor is the fee owner of the Serra High School Facility depicted on Exhibit “C” attached hereto, Assessor Parcel No. 124-190-23, located at 31422 Camino Capistrano, City of San Juan Capistrano, California, which is directly adjacent to the Retaining Wall Project Area (hereinafter referred to as the “Subject Property”).

C. In order to complete construction of the proposed improvements within the El Camino Real Retaining Wall Project Area, Licensee requires temporary use of a portion of existing parking area on that certain portion of the Subject Property, which is more particularly depicted on Exhibit "D," attached hereto and incorporated herein by reference (hereinafter referred to as the "Temporary Construction Area"), for ingress, egress, and other construction-related purposes associated with completing the proposed improvements within the El Camino Real Retaining Wall Project Area.

D. Licensor desires to give permission to Licensee, and its authorized agents, to access the Temporary Construction Area for ingress, egress, and other construction-related activities associated with completing the proposed retaining wall and related improvements within the El Camino Real Retaining Wall Project Area for the duration of construction within the terms as stipulated in Section 3 of this agreement.

NOW, THEREFORE, for valuable consideration receipt of which is hereby acknowledged, and in consideration of the foregoing recitals and the mutual promises, covenants, and conditions contained herein, the parties hereto agree as follows:

AGREEMENT

1. RIGHT OF ENTRY

Licensor hereby grants to Licensee, its agents, contractors, and invitees, the non-exclusive right to access the Temporary Construction Area for the express purpose of allowing ingress, egress, and other construction-related activities associated with completing the proposed retaining wall and related improvements within the El Camino Real Retaining Wall Project Area ("Right of Entry"). Licensee will obtain or cause to be obtained all necessary permits and approvals, including but not limited to the Department of General Services Division of the State Architect, if any, relating to the construction-

related activities associated with completing the proposed Retaining Wall Project within the El Camino Real Retaining Wall Project Area.

2. NOT A REAL PROPERTY INTEREST

It is expressly understood that this Right of Entry does not in any way whatsoever grant or convey any permanent easement, lease, fee or other leasehold interest in the Temporary Construction Area to Licensee.

3. TERM

This Right of Entry shall be effective at 7:00 a.m. on June 25, 2014 and shall automatically terminate and expire upon the start of the school session, but in no event later than September 1, 2014. Licensee may not use the Temporary Construction Area for any other purpose or activity without obtaining Licensors prior written consent. Prior to termination, Licensee shall remove all of Licensee's personal property, vacate the premises of the Temporary Construction Area and restore the Temporary Construction Area in good order and repair to the satisfaction of Licensors, with normal wear and tear excepted.

4. LIQUIDATED DAMAGES

Licensee agrees to begin, complete or cause to be completed the construction-related activities associated with the proposed improvements within the El Camino Real Retaining Wall Project Area within the time specified above in Section 3. It is agreed that it would be impractical and/or extremely difficult to fix the actual amount of damages, and loss sustained by Licensors, should Licensee fail to vacate or cause to vacate the Temporary Construction Area in the specified time; therefore, Licensee shall pay Licensors, as liquidated damages, not in the nature of a penalty, Five Hundred Dollars (\$500) per calendar day for each day delayed. The Licensors and Licensee each hereby

expressly agree that such liquidated damages amount constitutes fair and reasonable compensation to the Licensor for such delay, regardless of whether such amount is at any time determined not to constitute actual full-compensation, as evidenced by the respective acknowledgements below. The Licensor may also pursue other remedies as are permitted by law.

5. INSURANCE

Licensee shall or cause to be maintained at all times during this Agreement liability and property damage insurance naming the Licensor and its elected and appointed officials as a named additional insured, which such policies shall be of an amount not less than Two Million Dollars (\$2,000,000) combined single limit. Insurance certificates shall be for a minimum period of one (1) year.

Licensee shall or cause to be maintained in full force and effect comprehensive automobile liability coverage, including owned, hired, and non-owned vehicles in the following minimum amounts:

\$1,000,000 property damage;

\$1,000,000 injury to one person/any one occurrence/ not limited to contractual period;

\$2,000,000 injury to more than one person/any one occurrence/not limited to contractual period.

The insurance policies shall bear an endorsement or shall have an attached rider providing that in the event of expiration of proposed cancellation of such policies for any reason whatsoever, the Licensor shall be notified by registered mail, return receipt requested, giving a sufficient time before the date thereof to comply with the applicable law or statute but in no event less than thirty (30) days before expiration or cancellation is

effective. Licensee shall provide to Licensor the policy certificate establishing that the required level of insurance has been satisfied.

6. INDEMNIFICATION

Licensee hereby agrees to indemnify, defend, assume all liability for, and hold harmless Licensor and its officers, directors, employees, agents and representatives from all actions, claims, suits, penalties, obligations, liabilities or damages for personal or bodily injury (including death) or for violation of any law or regulation, which may be caused by Licensee's construction-related activities pursuant to this Right of Entry, whether such activities or performance thereof is by the Licensee or anyone directly or indirectly employed under contract with Licensee, and whether such damage or claim shall accrue or be discovered before or after the termination of this Right of Entry.

7. CHANGE OF CIRCUMSTANCES

Each party shall promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect the ability to carry out any of the rights and obligations under this Agreement.

8. SEVERABILITY

If any term, covenant, condition, or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

9. ENTIRE AGREEMENT

This Agreement, together with any Exhibits attached hereto (which are incorporated herein by reference) fully expresses all understandings between the parties

with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreement regarding such subject matter. No parol evidence shall be permitted to contradict or vary the terms of this Agreement.

10. AMENDMENT

No modification, amendment, addition to, or alteration of the terms of this Agreement, or any Exhibits thereto, whether written or verbal, shall be valid unless made in writing and formally approved and executed by all parties.

11. ENFORCEMENT

In the event suit is brought by any party to enforce the terms and conditions of this Agreement, or to secure performance hereof, the prevailing party shall be entitled to recover reasonable attorneys' fees in connection therewith, in addition to costs incurred and other costs permitted by law. This Agreement shall be governed and construed in accordance with the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

12. COUNTERPARTS

This Agreement may be executed in counterparts, all of which shall constitute the same Agreement, notwithstanding that all parties to this Agreement are not signatory to the same counterpart. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of an original executed counterpart. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver an original executed counterpart of this Agreement. Signature and acknowledgement pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one (1) original document.

13. EXHIBITS

This Agreement includes the following Exhibits that are attached hereto and are incorporated herein by reference as though fully set forth herein:

Exhibit "A" Retaining Wall Project

Exhibit "B" Retaining Wall Project Area

Exhibit "C" Subject Property

Exhibit "D" Temporary Construction Area

14. AUTHORITY TO EXECUTE

The persons executing this Agreement warrant and represent that they have the authority to execute this Agreement and represent that they have the authority to bind the party for which they are signing to the performance of the obligations hereunder.

[SIGNATURE PAGE FOLLOWS]

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

LICENSOR

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____
Superintendent

LICENSEE

CITY OF SAN JUAN CAPISTRANO

By: _____
Sam Allevato, Mayor

ATTEST:

By: _____
Maria Morris, City Clerk

APPROVED AS TO FORM:

By: _____
Han Van Ligten, City Attorney

By: _____
Alexander Bowie, Counsel
for Capistrano Unified School
District

EXHIBIT A

RETAINING WALL PROJECT

The El Camino Real at Don Juan Avenue Retaining Wall Project will provide for the construction of a gravity retaining wall along the steep westerly slope area of El Camino Real at the Don Juan Avenue intersection adjacent to the Capistrano Unified School District (CUSD) property located at 31422 Camino Capistrano to prevent potential road failure/collapse resulting from severe slope erosion that has taken place over the years. The proposed retaining wall will replace temporary / makeshift structures that were put in place in prior years to reduce the potential of slope failures that could lead to road failure. The proposed gravity wall consist of massive precast concrete blocks weighing over a ton each that are stacked on a five degree battered angle to create the desired wall and has the look and essence of natural stone with a “ledgestone” texture. A new parkway space on the westerly side of El Camino Real within the existing slope area will also be created to facilitate planting of native trees, grasses, and shrubs to maintain the aesthetic landscape character of the neighborhood.

EXHIBIT B

EXHIBIT C

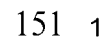
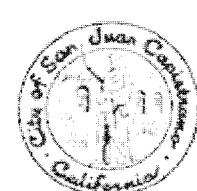


EXHIBIT D

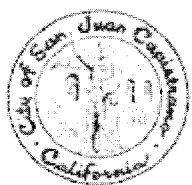


EXHIBIT D TEMPORARY CONSTRUCTION AREA

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – REGULAR MEETING
MARCH 26, 2014
EDUCATION CENTER – BOARD ROOM

President Alpay called the meeting to order at 6:00 p.m. The Board recessed to closed session to: discuss Public Employee Discipline/Dismissal/Release; discuss Student Expulsions; and confer with Labor Negotiators.

The regular meeting of the Board reconvened to open session and was called to order by President Alpay at 7:01 p.m.

The Pledge of Allegiance was led by Student Advisor Leilah Rodriguez.

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

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

Permanent Record

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

Adoption of the Board Agenda

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

President Alpay reported the following action taken during closed session:

President's Report From Closed Session Meeting

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

By a roll call vote, the Board voted 7-0 to approve Resolution No. 1314-39 authorizing the issuance of final release and reassignment notices to Employee #15362 and Employee #17582.

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

Agenda Item #3 B1 – B7 – Student Expulsions:

The Board voted 7-0 to expel the following students by stipulated agreements: Case #2014-025, #2014-027, #2014-028, #2014-029, #2014-031, #2014-032, and #2014-033.

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.

Bernice Ayer Middle School was recognized for being named a National School to Watch. Principal Holly Feldt and teachers Tracey Welter and Mariah Mayer presented the Board and Dr. Farley with Certificates of Recognition from the California Department of Education in Partnership with the California Middle Grades Alliance they received when the school was honored in Sacramento.

**Special
Recognitions**

Dr. Farley announced that Chief Communications Officer Marcus Walton has accepted a position in West Contra Costa Unified School District and this would be his last Board meeting in the District. Dr. Farley highlighted improvements to the District's communications with parents, students, community members, and staff Mr. Walton accomplished during his four years with the District. Dr. Farley then presented Mr. Walton with a plaque thanking him for his service to the District. Trustee Bryson read a Certificate of Recognition from Assemblywoman Diane Harkey and President Alpay presented Mr. Walton with an Oakley wristwatch on behalf of the Board of Trustees.

**Board and
Superintendent
Comments**

Trustee Hanacek stated she had attended the Dana Hills High School Taste of Dana Point Grad Night fundraiser and spoke of the positive benefits of Grad Night as a safe option for graduating seniors.

Trustee Bryson commended Mr. Walton for the press conference he set up at Newhart Middle School for the National Project iGuardian Campaign. Trustee Bryson also shared she participated in the Swallows Day Parade.

Trustee Alpay reminded the Board he had been asked to serve on the San Onofre Decommissioning Community Engagement panel and had attended the opening meeting, which consisted of a general discussion of the decommissioning process for SONGS. President Alpay stated he will be sharing information from follow-up meetings with the Board and the public, and if there was anything he could convey to the committee in regards to questions or concerns please let him know.

There were no speakers.

**Oral
Communications**

DISCUSSION/ACTION

This item was pulled from the agenda on March 20, 2014.

**OPA Charter
Petition Renewal
Agenda Item 1**

Assistant Superintendent Julie Hatchel stated the initial Community Roots Academy (CRA) Charter Petition was Board approved in 2010 and expires on June 30, 2014. Dr. Hatchel stated staff is recommending approval for a five-year renewal of the CRA charter petition, as revised.

**CRA Charter
Petition Renewal
Agenda Item 2**

It was moved by Trustee Bryson, seconded by Trustee Addonizio, and motion carried by a 7-0 vote to approve the Request for Charter Petition Renewal of Community Roots Academy.

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

Assistant Superintendent Julie Hatchel stated the Capistrano Connections Academy (CCA) runs the District's first fully online K-12 program. The original charter was approved in 2004 and this petition represents the second renewal request for CCA. Dr. Hatchel stated staff is recommending approval of the five-year renewal of the CCA charter petition, as revised.

**CCA Charter
Petition Renewal
Agenda Item 3**

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

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

NOES: None

Assistant Superintendent Michelle Le Patner provided a PowerPoint presentation on the Local Control Accountability Plan (LCAP) Data Report. Dr. Le Patner informed the Board that the District is focusing on three of the eight goals in the report. The three goals are: Academic Content and Performance Standards; Pupil Achievement as Measured by Assessment Data, College Readiness, Language Proficiency; and Access to, and Enrollment in, a Broad Course of Study. Dr. Le Patner ended her presentation by sharing the next steps in the LCAP process. Following the presentation Trustees asked questions and made requests for additional follow-up information. *(The PowerPoint is posted on the District website: www.capousd.org)*

**LCAP Report
Agenda Item 4**

Assistant Superintendent Jodee Brentlinger stated the District is proposing to open Article 1 – Designation of Parties and Length of Agreement; Article 5 – Hours; and Article 8 – Class Size. After CUEA presents its successor agreement articles to the District, staff will be able to schedule negotiations for the 2014-2015 school year.

**District Contract
Reopener Proposal
to CUEA
Agenda Item 5**

It was moved by Trustee Pritchard, seconded by Trustee Reardon, and motion carried by a 7-0 vote to approve the District's contract reopener proposal to CUEA.

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

NOES: None

Assistant Superintendent Jodee Brentlinger stated this is an actual reopener, as the District has a three year contract with CSEA that ends on June 30, 2015. As part of the current agreement, both CSEA and the District have the right to reopen two articles. The District proposes to open Article 3 – Hours of Employment, and Article 7 – Promotion and Transfer. Mrs. Brentlinger stated item 8 in tonight's agenda is CSEA's reopener proposal to the District.

**District Contract
Reopener Proposal
to CSEA
Agenda Item 6**

It was moved by Trustee Pritchard, seconded by Trustee Addonizio, and motion carried by a 7-0 vote to approve the District's contract reopener proposal to CSEA.

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

NOES: None

Assistant Superintendent Jodee Brentlinger stated the District is requesting to open Article 18 – Transportation Procedures.

**District Contract
Reopener Proposal
to Teamsters
Agenda Item 7**

It was moved by Trustee Addonizio, seconded by Trustee Bryson, and motion carried by a 7-0 vote to approve the District's contract reopener proposal to Teamsters.

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

Assistant Superintendent Jodee Brentlinger stated this item represents CSEA's request to open Article 11 – Wages, and Article 12 – Health and Welfare Benefits.

**CSEA Contract
Reopener Proposal
Agenda Item 8**

The following speaker addressed the Board:

- *Lori Kosky stated the local CSEA chapter is officially kicking off their campaign for change to improve working conditions, wages, and benefits for the classified staff as classified employees are making less now than five years ago and are not being treated fairly.*

It was moved by Trustee Bryson, seconded by Trustee Hatton-Hodson, and motion carried by a 7-0 vote to approve the CSEA contract reopener proposal for the 2014-2015 school year.

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

It was moved by Trustee Bryson, seconded by Trustee Hatton-Hodson, to approve the revisions to Board Policy 6163.2, *Animals at School*. Following further discussion, Trustee Alpay requested staff change the reference from "service dogs" to "service animals" to be consistent in the policy.

**Board Policy
Revision
Agenda Item 9**

Trustee Bryson amended her motion, seconded by Trustee Hatton-Hodson, and motion carried by a 7-0 vote to approve the revisions to Board Policy 6163.2, *Animals at School* as amended.

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

It was moved by Trustee Hatton-Hodson, seconded by Trustee Bryson, and motion carried by a 7-0 vote to approve the proposed January through June 2015 School Board Meeting Schedule.

**Board Meeting
Schedule
Agenda Item 10**

Trustee Alpay requested staff agendize an item to allow the Board to discuss the need for two meetings in August.

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

President Alpay asked Trustees for items they wished to pull from the Consent Calendar. Items 18, 21, and 22 were pulled.

**Items Pulled from
the Consent
Calendar**

CONSENT CALENDAR

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

Minutes of the March 7, 2014, special Board meeting.	Minutes Agenda Item 11
Minutes of the March 12, 2014, special Board meeting.	Minutes Agenda Item 12
Minutes of the March 12, 2014, regular Board meeting.	Minutes Agenda Item 13
Expunge a student's expulsion record: Case #2013-037.	Expunging of Expulsion Record Agenda Item 14
Agreement to Refer Students to Alternative Community and Correctional Schools and Services for July and August 2014.	ACCESS Agreement Agenda Item 15
Purchase orders, warrants, and previously Board-approved bids and contracts as listed.	Purchase Orders/Warrants Agenda Item 16
Donations of funds and equipment.	Donations Agenda Item 17
Ratification of special education Settlement Agreement Case #2014010995.	Settlement Agreements Agenda Item 19
Independent Contractor Agreement No. ICA 1314164 with The Bridge Works Group to provide temporary management support to Personnel Services.	Extension of Consultant Agreement Agenda Item 20
Advertise Bid No. 1415-01 for audio-visual equipment as needed by the District.	Advertise Bid – Audio-Visual Equipment Agenda Item 23
Advertise Bid No. 1415-02 to provide transportation services as requested by the District.	Advertise Bid – Transportation Services Agenda Item 24
Advertise Bid No. 1415-03 for electrical supplies and materials as needed by the District.	Advertise Bid – Electrical Supplies/ Materials Agenda Item 25

Advertise Bid No. 1415-04 to provide general contractor services as requested by the District.

**Advertise Bid –
General
Contractor
Services
Agenda Item 26**

Advertise Bid No. 1415-05 to provide fresh bakery and bread products as needed by the District.

**Advertise Bid –
Bakery/Bread
Products
Agenda Item 27**

Advertise Bid No. 1415-06 to provide grocery, snack, and beverage products as needed by the District.

**Advertise Bid –
Grocery/Snack/
Beverage Products
Agenda Item 28**

Resignations, retirements, and employment of classified personnel.

**Resignations/
Retirements/
Employment
(Classified
Personnel)
Agenda Item 29**

Resignations, retirements, and employment of certificated personnel.

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

Certification that all temporary athletic coaches have met the qualifications and competencies required in Title V §5593, of the California Code of Regulations.

**Certification of
Temporary
Athletic Coaches
Agenda Item 31**

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

NOES: None

ABSENT: None

ABSTAIN: None

Trustee Reardon questioned staff regarding the extension agreement with a retiree to assist in the Transportation Department and asked how long his services are expected to continue. Dr. Farley responded there will be no further extensions to this agreement now that a full-time director has been hired.

**Professional
Services
Agreements
Agenda Item 18**

It was moved by Trustee Reardon, seconded by Trustee Bryson, and motion carried by a 7-0 vote to approve the ratification of District standardized Independent Contractor, Master Contract, and Professional Services Agreements.

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

NOES: None

Trustee Reardon requested to address both Items 21 and 22 at the same time as they are both agreements with the Orange County Department of Education (OCDE). There was no objection from the Board.

**Amendment
Agreement
Agenda Item 21**

Trustee Reardon stated he is concerned about the language in the agreement, which states the amounts listed are estimated charges based on the type, level, and number of services provided to the District. Trustee Reardon asked staff if there is a way to know if OCDE has ever exceeded the amounts in the contracts. Deputy Superintendent Clark Hampton replied OCDE gives its best estimate but the agreement is for reimbursement of actual costs OCDE is charged by the providers for the service. Trustee Reardon also asked questions and made comments regarding the main access to the Internet and future data service needs increasing due to SBAC testing.

It was moved by Trustee Reardon, seconded by Trustee Bryson, and motion carried by a 7-0 vote to approve the amendment to the Intranet Network Support Services Agreement with the Orange County Superintendent of Schools to provide Intranet data connectivity services and support to the District.

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

It was moved by Trustee Reardon, seconded by Trustee Bryson, and motion carried by a 7-0 vote to approve the Internet Access Agreement with the Orange County Superintendent of Schools to provide internet access for up to 10 GB and support to the District at no cost for the period of July 1, 2014, through June 30, 2015.

**Internet Access
Agreement
Agenda Item 22**

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

Adjournment

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

President Alpay announced the meeting adjourned at 8:34 p.m.

Board Clerk

Secretary, Board of Trustees

Minutes submitted by Jane Boos, Manager, Board Office Operations



March 1, 2014

Capistrano Valley High School
Capistrano Unified School District
26301 Via Escolar
Mission Viejo, CA

Dear Capistrano Unified School District:

Thank you for your support of the evaluation (EVALUATION) of Project Lead the Way (PLTW) funded by the Department of Education through a 4 school-year beginning August, 2014 concluding June, 2018 Investing in Innovation (i3) grant.

The purpose of the EVALUATION is to validate the efficacy of a four-year PLTW engineering pathway program (PROGRAM). The EVALUATION will do so with an experimental design in which a subset of the students who want to participate in the PROGRAM will be placed in the PLTW pathway with a capacity that schools can accommodate using a fair, equitable, and objective randomized drawing process.

The EVALUATION will be conducted by an independent, third-party evaluation firm, Gargani + Company, Inc. (GCO). Material benefits (training, equipment, software, and other support for implementing the PLTW pathway program), as described further below, will be provided directly or indirectly by NextEd.

For the purposes of the EVALUATION, the above named school (SCHOOL) in the above named school district (DISTRICT) will begin implementing the PROGRAM at the start of the 2014/15 school year and end no sooner than the end of the 2017/18 school year (IMPLEMENTATION PERIOD).

This Memorandum of Understanding (MOU) covers the period starting from March, 2014 through December 31, 2018 (AGREEMENT PERIOD). Should the principal of the SCHOOL, superintendent of the DISTRICT, or other staff or board members change during the AGREEMENT PERIOD, the MOU will continue in full force. It may only be terminated upon mutual agreement of the parties or if required by law.

Based on information provided by the SCHOOL and DISTRICT to GCO, the SCHOOL was selected by GCO to participate in the EVALUATION. This MOU describes the responsibilities and material benefits of participation. By signing the MOU, you commit the SCHOOL and DISTRICT to meeting the responsibilities described below. Upon receipt of the signed MOU, GCO will enroll the SCHOOL in the evaluation and NextEd will begin providing material benefits as described in this document. During the AGREEMENT PERIOD, material benefits will be contingent on meeting the responsibilities.

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EXHIBIT 19



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MATERIAL BENEFITS

In order that the SCHOOL can implement the PROGRAM faithfully and well, NextEd will:

1. provide participating schools with a technology lab consisting of 30 workstations, one teacher workstation, applicable software and/or licensing* (specific to participating cohort only), implementation setup, training, startup assistance and post-startup support; (**Please see Benefit Matrix - PLTW School Fee Stipend*)
2. assist with the planning and implementation of PLTW engineering pathway program;
3. recommend steps required to successfully install new computer lab and assist in assembling setup information;
4. place and deliver a technology order (based upon individual school technology specifications);
5. provide DISTRICT a singular technology lead/support staff with a \$400.00 stipend per year;
6. work with school DISTRICT and site staff during installation and implementation to help minimize troubleshooting;
7. upon completed installation of technology, run testing simulations to determine proper implementation and effectiveness;
8. provide startup and post-startup support;
9. provide training to all PLTW Teachers and training for Student Testing as related to the research;
10. assist in planning, assembling data and purchasing supply order** each year for PLTW engineering pathway; (***Please see Benefit Matrix - PLTW Engineering Pathway Supplies*)
11. provide free telephone/electronic/in person technology support for four years of grant Cycle; and
12. Provide initial and consistent updates on research data to DISTRICT and US Dept. of Education.

RESPONSIBILITIES

Evaluation

The EVALUATION requires collaborative involvement by the SCHOOL and/or DISTRICT, and its success depends on their cooperation with the protocols set forth by GCO. During the AGREEMENT PERIOD, it will be the responsibility of the SCHOOL, and as needed the DISTRICT, to:

1. work with GCO and NextEd in a collaborative fashion to implement the PROGRAM faithfully, follow the procedures of the EVALUATION as outlined by GCO, and take every reasonable measure to ensure the success of the evaluation;
2. assure that all EVALUATION activities are consistent with the policies of your SCHOOL and DISTRICT regarding research;
3. inform GCO and NextEd in an anticipatory and timely manner of deviations from faithful program implementation, deviations from evaluation procedures, or other potential problems that may adversely affect the EVALUATION;

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4. conduct outreach and enrollment activities during 2014 such that incoming freshmen are fully informed that by registering for the PROGRAM they:
 - a. are committing to a four-year program, not a one-year elective,
 - b. will be randomly assigned to the PROGRAM (treatment – defined as, “Study Group in Pathway) because the SCHOOL has a limited capacity to provide the program,
 - c. they will be enrolled in their choice of any alternative elective (control – defined as, “Study Group in Alternative Elective) should they not be randomly assigned to the PROGRAM; and
 - d. are committing to complete a survey and a test twice in 2014/15 and once per year thereafter, even if they are not randomly enrolled in the PROGRAM;
5. provide GCO with periodic lists of the students who register for the PROGRAM and their alternative elective as will be described and facilitated by GCO;
6. enroll students in the PROGRAM or their designated alternative elective as randomly assigned by GCO, the only exception to this applying to students for whom exclusion rules based on ethical concerns were mutually agreed upon by GCO and the SCHOOL in advance of randomization; *(as determined in a case-by-case basis)*
7. assemble a pool of registered students for the four-year PLTW pathway that is:
 - a. as diverse as possible on as many dimensions as the SCHOOL’s setting allows, especially as it regards the inclusion of both traditional and non-traditional engineering students; SCHOOLS cannot set pre-requisites for enrollment into the PROGRAM
 - b. large enough that GCO can randomly enroll _____ of the incoming freshmen to the PROGRAM, which is the number of students the SCHOOL previously indicated is its capacity to provide the program to students, and
 - c. large enough that approximately the same number of students will NOT be randomly enrolled in the four-year PLTW program because the SCHOOL does not have the capacity to serve them;
8. implement the four-year PLTW program faithfully as specified by GCO and NextEd;
9. administer a computer-based survey and test provided by GCO to three groups of students:
 - a. those randomly assigned to the PROGRAM,
 - b. those randomly assigned to their alternative elective, and
 - c. and (to the extent possible) the remainder of students who entered the SCHOOL as freshmen in 2014/15;
10. make every effort to retain students in the PLTW program for all four years; and
11. provide electronic and other data to GCO in a timely manner as requested by GCO, including data on program fidelity, instructional activities, student achievement, and student characteristics, some or all of which will include unique teacher and student identifiers (GCO will sign confidentiality agreements as requested, and/or required).

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PLTW Program

It is critical that the PROGRAM be implemented well and with full fidelity. To this end, it will be the responsibility of the SCHOOL, and the DISTRICT as needed, to:

1. work with NextEd to schedule professional development to support their PLTW COHORT TEACHER (PLTW Cohort Teacher – refers to the teacher instructing the course populated by the treatment students during grant cycle) sessions that will take place during the summer for the teachers of the PROGRAM, which may require the DISTRICT to pay travel expenses and for teacher stipends as per relevant collective bargaining agreements;
2. provide commitment and salaried schedule placement for teachers of the PROGRAM;
3. allow teachers of the PROGRAM to attend staff development sessions and utilize technology resources and support (e.g., coaching, Intel Teach tools, etc.);
4. meet at least the minimum technical specifications for implementing the PROGRAM as specified by the Project Lead the Way curriculum; and
5. ensure that the SCHOOL's principal and technology coordinator participate in all scheduled activities as necessary for the IMPLEMENTATION PERIOD.

Financial Responsibilities

The DISTRICT will cover a portion of the costs associated with implementing the PROGRAM, including:

1. compensating teachers and other SCHOOL staff and personnel involved in the PROGRAM and paying all facility and supply costs of implementing the PROGRAM not specified in the Benefit Matrix;
2. travel to PLTW professional development sessions for all years of the grant;
3. ensuring the safety and security of the technology resources provided during the project; and
4. other costs not included in the Benefit Matrix that may be required for successful program implementation; including but not limited to: additional PLTW Engineering Pathway supplies, PLTW school fee, and any additional DISTRICT tech support above and beyond the \$400 annual school district tech stipend. (while these costs are expected to be minimal, unforeseen costs may arise).
5. Additional personnel costs associated with Implementation Point of Contact (IPOC) and District (Evaluation) Point of Contact (DPOC).

Implementation Points of Contact

The SCHOOL and/or DISTRICT will assign a point of contact for project implementation (IPOC), who will be NextEd and GCO's primary point of contact for the PROGRAM. The IPOC will:

1. work with NextEd to assure that all local project activities are carried out as outlined in the MOU;
2. provide documentation (i.e., evidence of equipment installation, copies of teachers' PLTW Certification and other items) required for i3 reporting and other purposes; and
3. participate in all project meetings and online sessions (i.e., project orientation and yearly project meetings).

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Evaluation Point of Contact

The SCHOOL and/or DISTRICT will assign a point of contact for data collection (DPOC) who will be NextEd and GCO's primary point of contact for data collection. The DPOC will:

1. assure that the study procedures are consistent with the DISTRICT'S policies on research;
2. ensure that teachers have sufficient time during IMPLEMENTATION PERIOD to administer student surveys and tests, complete teacher surveys, and conduct other required data collection activities; and
3. submit school, teacher, and student data to GCO in a timely manner as requested by GCO

Modifications

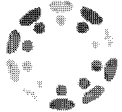
Modifications to this MOU may be needed as every contingency and condition cannot be anticipated. As necessary, all parties agree to craft mutually agreeable modifications in a cooperative fashion with the common purposes of ensuring the success of the evaluation and the quality of education students receive. NextEd and GCO will review all modification requests to determine which, if any, can be implemented without compromising the integrity of the study. No modification will be binding on any party unless executed in writing by an authorized representative of that party.

General

This MOU represents the entire agreement of the parties with respect to its subject matter and supersedes any and all prior written or oral agreements. It may not be assigned or transferred by either party without the prior written consent of the other party, which will not be unreasonably withheld. Each party agrees to comply with all applicable laws, regulations and orders in performing their obligations under this MOU. If for any reason a provision contained in this MOU is held to be invalid, illegal or otherwise void, the remaining provisions of this MOU shall not be affected and shall continue in full force and effect. No waiver of any right by either party under this MOU shall be of any effect unless such waiver is express, in writing and signed by the waiving party. This MOU will be governed by the laws of the State of California without regard to its principles of choice of law.

Indemnification Provisions

Each party hereto shall defend, indemnify, and hold harmless the other party, its officers, agents, employees and representatives, against any and all liability, costs, losses, damages, expenses, attorneys' fees, causes of action, claims or judgments, arising out of or in any way connected with any negligence or wrongful acts or omissions of the indemnifying party, its officers, agents, and employees, in performing or failing to perform any work, services, or functions provided for or referred to or in any way connected with the performance of this MOU.



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RESPONSE

This letter correctly sets forth the understanding of the technology services and other supports and supplies for PLTW 13 participating school/school district responsibilities.

Accepted by: (Superintendent)

Accepted by: (Principal)

Title

Title

Date

Date

Accepted by: (NextEd)

Title

Date

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Concordia University Irvine
School of Education
SCHOOL COUNSELOR CANDIDATE
PRACTICUM/FIELDWORK AGREEMENT

This School Counselor Candidate Fieldwork Agreement ("Agreement") is made and entered into as of the execution of the Agreement by both parties (the "Effective Date") by and between Capistrano Unified School District ("School District") located in San Juan Capistrano, California, and Concordia University ("University") a non-profit religious corporation located in Irvine, California.

RECITALS

- A. School District operates schools within its service area, and employs credentialed school counselors to serve one or more of those schools.
- B. University is an institution of higher learning authorized pursuant to California law to offer education programs, including without limitation, the School Counseling Field Experience program which requires school counseling fieldwork experience to fulfill the credentialing requirements set forth by the California Commission on Teacher Credentialing (the "Program").
- C. School District operates schools which are suitable for University's Program. University desires to establish the Program at School District for the students of the University enrolled in the Program. School District desires to support the Program to assist in training students of University.
- D. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Program at School District schools.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RESPONSIBILITIES OF UNIVERSITY

- 1.1 Academic Responsibility. University shall develop the curriculum for the Program and shall be responsible for student accreditation and/or approval by any state board or agency.
- 1.2 Number of Students. University shall designate and notify School District of the students who are enrolled and in good standing in the Program to be assigned for field experience at School District in such numbers as are mutually agreed upon between School District and University. University and School District will also mutually agree to the dates and length of the Program.
- 1.3 Orientation. University shall provide orientation to all students and ensure that all students receive instruction and have necessary basic skills prior to the field experience at School District.
- 1.4 Discipline. University shall be responsible for counseling, controlling, disciplining

and all activities of students at School District.

- 1.5 Documentation. University shall maintain all attendance and academic records of students participating in the Program. University shall implement and maintain an evaluation process of the students' progress throughout the Program.
- 1.6 School District Policies and Procedures. University shall ensure that each student is aware of and understands all applicable School District policies and procedures and shall require each student to conform to all such School District policies, procedures, regulations, standards for health, safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of School District and University.
- 1.7 Supplies and Equipment. University shall provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the Program. University shall also be responsible, as between School District and University, for the cost of travel expenses and transportation, if any, incurred by students as a result of the Program.
- 1.8 Confidentiality. All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the District and the University shall remain strictly confidential and shall not be disclosed without consent of the other party.

The University shall notify Students that they are responsible for respecting and maintaining the confidentiality of all Student information and law enforcement records which the Student may receive or have access to pursuant to this Agreement. The University shall notify Students that they must agree to comply with the terms and conditions of all applicable confidentiality laws, including but not limited to the Family Educational Rights and Privacy Act ("FERPA") and the Regulations promulgated thereunder (20 U.S.C. section 1232g; 34 C.F.R. Part 99); California Education Code section 49060 et seq. (pupil records); California Welfare & Institutions Code sections 300 and 600 et seq.; 827 (juvenile justice system records) ; California Welfare & Institutions Code §5328.6 and §5328.7 (Mental Health Records); and 42 U.S.C. §§290dd-2; (iv) Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Regulations promulgated thereunder (42 U.S.C. Sections 1320d-2 and 1320d-4; 45 C.F.R. Subtitle A, Subchapter C, Parts 160 – 164), as amended from time to time.

- 1.9 Insurance. University shall ensure that all students maintain professional liability insurance coverage (either independently or as an additional insured on University's policy) at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, University agrees to maintain comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. University shall ensure that such policies provide for notification to School District at least thirty (30) days in advance of any material modification or cancellation of such coverage. University also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of University working at School District pursuant to this Agreement at all times during the course of this Agreement. University shall provide certificates evidencing all coverage referred to in this section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis except, with respect to students, such evidence will be provided

prior to the date when any new student commences participation in the Program.

- 1.10 Accreditation. University shall at all times during the course of this Agreement be accredited, licensed or qualified to offer the Program to students.

2. RESPONSIBILITIES OF SCHOOL DISTRICT

- 2.1 Access. School District shall permit nonexclusive access to the Program to those students designated by University as eligible for participation in the Program at School District provided such access does not unreasonably interfere with the regular activities at School District. School District agrees to provide qualified students with field experience opportunities as appropriate to the level of understanding and education of such students and as appropriate to the provision of quality care and privacy of School District pupils.
- 2.2 Implementation of Program. School District agrees to cooperate with and assist in the planning and implementation of the Program at School District for the benefit of students from University.
- 2.3 Supervision: School District shall provide for the supervision of University students in their field experience at School District school(s) by a properly credentialed school counselor provided by the School District.
- 2.4 Space and Storage. At School District's discretion, it will provide students with a workspace at the School District school(s) and with an acceptable amount of storage space for University's instructional materials for use in the Program, subject to reasonable availability.
- 2.5 Removal of Students. In the event that any University student, in the sole discretion of School District, fails to perform satisfactorily, fails to follow School District policies, procedures and regulations, or fails to meet School District standards for health, safety, security, cooperation or ethical behavior, School District shall have the right to request that University withdraw the student from the Program. University shall comply with School District's request within five (5) days of receipt of written notice from School District. Notwithstanding the foregoing, in the event of any emergency or if any student represents a threat to safety or personnel, School District may immediately exclude any student from School District until final resolution of the matter with University.
- 2.6 Documentation. School District agrees to make available to qualified students of University a copy of its policies and procedures, rules and regulations, and other relevant information in order that students obtain the benefit of such documentation and in order that students comply with such policies and rules.
- 2.7 Statement of Adequate Staffing. School District acknowledges that it has adequate counseling staffing and that students participating in the Program shall not be required to substitute for any school district contracted employee necessary for reasonable staffing coverage.
- 2.8 Authority. School District shall maintain at all times full authority over and responsibility for care of its pupils and may intervene and/or redirect University students when appropriate or necessary.

- 2.9 Insurance. School District agrees to maintain professional liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School District agrees to maintain comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. School District shall ensure that such policies provide for notification to University at least thirty (30) days in advance of any material modification or cancellation of such coverage. School District also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of School District working at School District pursuant to this Agreement at all times during the course of this Agreement. School District shall provide certificates evidencing all coverage referred to in this section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis.

3. RELATIONSHIP OF THE PARTIES

- 3.1 Term. The term of this Agreement shall commence as of the Effective Date and shall continue for two (2) years unless terminated sooner as provided herein.
- 3.2 Termination. Either party may terminate this Agreement at any time and for any reason upon at least thirty (30) days prior written notice to the other party. To the extent reasonably possible, School District will attempt to limit its termination of this Agreement without cause so as to allow the completion of student training for the then current academic year by any student who, at the date of said notice by School District, was satisfactorily participating in the Program.
- 3.3 Independent Contractor. In the performance of the obligations under this Agreement, it is mutually understood and agreed that University is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create between School District and University an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Students shall maintain the status of learners and neither this Agreement nor any acts pursuant to it shall be deemed to create an employment or agency relationship between School District and any University student.
- 3.4 Role of Students. It is not the intention of University or School District that any students occupy the position of third party beneficiary of any obligations assumed by School District or University pursuant to this Agreement.
- 3.5 Publicity. Neither University nor School District shall cause to be published or disseminate any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to the Program without the prior written consent of the other party.
- 3.6 Records. It is understood and agreed that all records, other than student evaluation records and information, shall remain the property of School District.

4. GENERAL PROVISIONS

- 4.1 Entire Agreement; Amendment. This Agreement contains the complete and full agreement between the parties with respect to the subject matter hereof and shall

supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument in writing signed by both parties to the Agreement.

- 4.2 Assignment. Neither party shall subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of the other party. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.
- 4.3 Indemnification. Except as otherwise may be provided in this Agreement, each party shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its officers, directors, regents, agents, employees, students, or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its officers, directors, regents, agents, employees, students, or subcontractors.
- 4.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in Orange County, California.
- 4.5 Non-Discrimination. Neither party shall discriminate against any University student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions.
- 4.6 Notices. Any and all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) three business days after being mailed by United States post, certified and return receipt requested; or (c) one business day after being sent by nationally recognized overnight courier, properly addressed as follows or such other address as may later be designated by the party:

School District: Capistrano Unified School District
33122 Valley Road
San Juan Capistrano, CA 92675
Attn: Mike Beekman
Executive Director - Student Services

University: Concordia University Irvine
1530 Concordia West
Irvine, CA 92612
Attn: E. Joseph Nardo
Coordinator of School Counseling Program

- 4.7 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
- 4.8 Waiver. Any waiver of any terms, covenants and/or conditions hereof must be in

writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.

THIS AGREEMENT IS ENTERED INTO THIS ____ DAY OF _____, 20____.

AGREEMENT EFFECTIVE:

STARTING ____ DAY OF _____, 20____ THROUGH ____ DAY OF _____, 20____.

(Two year agreement – May be renewed with consent of both parties)

CAPISTRANO UNIFIED SCHOOL DISTRICT:

Signature: _____

Typed Name: _____

Title: _____

CONCORDIA UNIVERSITY:

Signature: _____

Typed Name: Dr. Mary Scott

Title: Provost

Exhibit A

During the course of the Practicum or Fieldwork experience, the Practicum or Fieldwork experience student will complete the approved Concordia University Practicum or Fieldwork experience portions of the program.

- a. The duration for the Practicum or Fieldwork experience will be determined prior by the School District and Concordia University for each Practicum or Fieldwork experience student. It is intended that this Practicum or Fieldwork experience encompass a period of at least one term and will not exceed the time limits as listed below:

Practicum: Not to exceed 1 calendar year

- b. Fieldwork experience: 1 calendar year at full time (non-internship) OR b) 2 calendar years at part-time. The School District and Concordia will cooperatively develop and implement a support system for each Practicum or Fieldwork experience student.
- c. The Practicum or Fieldwork experience student will be provided experience and practice in the school and classroom. Anticipated duties are listed below. Duties will vary according to available opportunities on the site, as determined by the District. The Practicum/Fieldwork experience activities will be determined using the Planning Document based upon the California Standards for the Counseling Profession.

Practicum Duties – 100 hours required (University/School District-level):

- 1) Peer counseling related to university or college program practicum course
- 2) Personal and career assessment
- 3) Personal counseling experience in either individual or group context
- 4) School-based programs serving parents and family members
- 5) Community service programs serving children and families
- 6) School related experience such as "shadowing" a school counselor, observing classroom instruction, attending district and school-based meetings, and become familiar with school-based community resources
- 7) Become familiar with special needs students; Gifted and Talented programs; attend/observe IEP/504 meetings; assessment and evaluation activities; Common Core instructional activities; Student Study teams; master schedule activities; etc.

Fieldwork Experience Duties – 600 hours required (University/District-level):

- 1) Continue to participate in any duties or activities listed under the practicum section
- 2) Perform functions of school counselors in school counseling domains
- 3) Work with diversity programs
- 4) Work with the development and implementation of a program that addresses diversity issues
- 5) Work with individuals and groups of a racial and ethnic background different from that of the candidate
- 6) Gain experience at two different settings: elementary, middle school, or high school
- 7) Participate in group supervision throughout the Fieldwork experience



CAPELLA UNIVERSITY

FIELDWORK TRAINING AFFILIATION AGREEMENT

I. Parties to the Field Training Agreement:

This agreement (the "Agreement"), dated _____, is made among the following parties:

Capella University, located at 225 South 6th Street, 9th floor, Minneapolis, MN 55402, the practicum/intern site (the "Site"), named <Site/Facility Name> with its primary location of business at <Street Address, City, State, Zip, and the practicum/intern learner (the "Learner"), named (please print) _____.

II. Term of the Agreement:

Please include the dates for practicum and internships.

This Agreement shall be effective from ____/____/____ to ____/____/____.

III. The School of Social and Behavioral Sciences, Department of Counseling, School Counseling Specialization at Capella University Agrees:

1. To assign a Capella University fieldwork course instructor to facilitate communication among the University, the Learner, and the Site supervisor.
2. To provide the Site supervisor with the following support materials:
 - A copy of the Site supervisor orientation PowerPoint presentation
 - All evaluation forms required to assess the performance of interns
 - Weekly observation and monitoring of fieldwork Learner by the Capella University instructor via online courseroom discussions and group phone supervision.
3. To maintain regular contact every other week during the quarter between the faculty instructor and Site supervisor.
4. To notify the Learner that he/she is responsible for complying with all policies and procedures governing interns at the Site.
5. To provide immediate consultation with the faculty instructor should disagreements arise between the Learner and the Site supervisor (acknowledging that the Site supervisor has primary authority for all activities of the Learner at the Site).
6. To assure that the faculty instructor for practicum and internship will assign a satisfactory or non satisfactory grade upon receipt of all documentation and evaluation forms from the Site supervisor.

IV. The Practicum/Internship Site Agrees:

1. To assign a Site supervisor(s) who is currently licensed in his/her state, has education/training in counseling supervision, and who has at least two years of relevant clinical experience.
2. To provide a copy of the current license and a current curriculum vitae of the Site supervisor(s) to the intern to submit with his/her fieldwork application and to provide renewed licensure documentation, as needed.
3. To provide opportunities for the Learner to engage in a variety of appropriate training activities, as noted in the fieldwork application, under the supervision of the approved supervisor, which will meet the minimum number of required hours as specified in the fieldwork application. To provide an opportunity to allow at least one audio or video recording of a Learner conducting a live session with a client.
4. To provide the Learner with adequate workspace, telephone, office supplies, and staff support to conduct professional activities appropriate to the practicum or internship.
5. To provide the Learner with at least one hour of scheduled, face-to-face supervision each week (dyadic or triadic) and to meet the minimum number of required supervision hours for each quarter.
6. To review and sign the Learner's weekly time logs.
7. To review the Learner's activities at the conclusion of fieldwork training and verify hours were completed by signing Activity Logs and completing the Site supervisor evaluation form.
8. To provide formal evaluation of the Learner on forms provided by Capella University and submit them within the required timeframe to both the fieldwork instructor and the Learner.
9. To notify the fieldwork instructor immediately if there are any changes to the contract, including dates, hours, supervision, etc.

V. The Learner Agrees:

1. To complete prerequisite coursework and experiences prior to initiating fieldwork. Learner agrees to fulfill prerequisites in their entirety in order to ensure readiness for field training.
2. To immediately notify the fieldwork instructor if there are any changes to the contract including dates, hours, supervision, etc.
3. To abide by all rules and regulations in the state in which they are completing fieldwork.
4. To be familiar with and uphold the ethical guidelines governing their clinical work.
5. To follow all relevant policy, procedure, rules, and standards of the fieldwork Site.
6. To maintain a current log of all activities.
7. To participate fully in the online course room component and weekly group supervision meetings of the field training course and complete all related assignments at a passing level.
8. To notify the fieldwork instructor if an absence of seven (7) days or more occurs from the training Site.
9. To participate in Site training and other activities offered by the Site which may be required for fulfilling practicum/internship duties.

10. To be responsible to obtain additional training and/or education, as deemed necessary by supervisor, Capella faculty, or Clinical Coordinator in order to conduct activities required at the training Site.
11. To carry his/her own personal professional liability (malpractice) insurance at the \$1,000,000 incidental and \$3,000,000 aggregate levels for the full duration of your practicum or internship experience. Learner also agrees to provide the Site supervisor with a copy of the Learner's professional liability insurance policy, as requested.
12. The Learner also agrees to complete all screening procedures and checks required by the Site, such as criminal background check, fingerprinting, physical exam, or drug testing. The Learner and Site will work out the details of these additional Site requirements.

VI. Signatures and dates:

Site Supervisor: _____ Date: _____

Site Director: _____ Date: _____
(If applicable)

Learner: _____ Date: _____

Capella University Clinical Coordinator: _____ Date: _____

If you have any questions, please contact the Clinical Coordinator for your program:

Mental Health Counseling: FieldworkMHC@Capella.edu

Marriage and Family Therapy: FieldworkMFT@Capella.edu

Addiction Counseling: FieldworkAC@Capella.edu

School Counseling: FieldworkSC@Capella.edu

Career Counseling: FieldworkCC@Capella.edu

MEMORANDUM OF UNDERSTANDING • 2013–2014 SCHOOL YEAR

DISTRICT NAME: Capistrano Unified School District

This agreement outlines conditions to be met by the above named district and the California School Climate, Health, and Learning Survey System (Cal–SCHLS) Regional Center as they relate to the administration of the CHKS. *The answer sheets will not be sent until a signed copy (or fax) of this Memorandum of Understanding (MOU) is received.*

DISTRICT AGREES TO THE FOLLOWING CONDITIONS:

SURVEY ADMINISTRATION

- » **Grades and Schools.** Survey grades 5 through 12 as appropriate within the district. Please note: to receive the CDE subsidized price of 30 cents per enrollment number or target sample, the district must administer the Core Survey to grades 7 and 9 every two years.
- » **Parent Consent.** Follow the active parental consent process with grades below seven, and either active or passive parental consent with grade seven and above (model consent forms will be provided).
- » Follow written school board policy for active and/or passive consent, and provide notification to parents of the approximate date(s) of survey administration and the availability of survey instruments for review at school and/or district offices. This is required regardless of consent type.
- » **Privacy of Students.** When the students are taking the online survey, steps must be taken to insure that no other person, INCLUDING the teacher and other students, can see the monitor and how the student is answering. Privacy on either side and behind the student is essential to ensure honest answers and useful data.
- » **Coordination.** Provide one, district–level contact person for each participating district.
- » **Surveys.** Administer the Elementary survey to elementary students, and the Core Module A.
- » Use only the most recent, current version of the survey and the answer sheet provided by the county office of education and/or WestEd.
- » **Expectations to deliver reports within eight to twelve weeks are contingent on use of correct versions of the survey instrument and answer sheets or online survey system. CAL–SCHLS is not responsible for transferring data from incorrect to correct answer sheets.**

PAYMENT

- » For CDE subsidized surveys pay the 30 cents per student enrollment or target sample.
- » Postage and handling will be added to the total amount charged.
- » **Additional fees apply for custom administrations and modules, answer sheet rush orders, school reports, data on disk, etc. The district or county organization is always responsible for these additional fees. Please see below for fees.**
- » If invoiced, the district must provide a purchase order or check prior to receipt of report.

CUSTOM AND ADDITIONAL FEES

CUSTOM MODULES

For School Districts administering the complete Core Module to the minimum required grades (7 and 9) plus a Custom module:

- » Per hour fee \$100
- » Per participant fee \$.30
- » District report included
- » Per school custom report fee \$50

For School Districts not administering the complete Core Module or to less than the minimum required grades (7 and 9):

- » Per hour fee \$125
- » Per participant fee \$1.50
- » District report fee \$200
- » Per school report fee \$50

MINIMUM CUSTOM PRICING

Student Survey — Paper

- » 1 hour for each set (or fraction) of 10 questions on the custom module
- » 2 hours for programming scanner
- » 1 hour for each set (or fraction) of 10 questions to write syntax
- » 1 hour for each set (or fraction) of 3 questions using a multiple mark response option
- » 1 hour for each set (or fraction) of 8 questions for processing
- » 1 hour for each set (or fraction) of 5 questions included in the tabular report

Student Survey — On-line

- » 1 hour for each set (or fraction) of 5 questions on the custom module
- » 1 hour for each set (or fraction) of 10 questions to write syntax
- » 1 hour for each set (or fraction) of 3 questions using a multiple mark response option
- » 1 hour for each set (or fraction) of 8 questions for processing
- » 1 hour for each set (or fraction) of 5 questions included in the tabular report

Staff Survey — On-line

- » 1 hour for each set (or fraction) of 5 questions on the custom module
- » 1 hour for each set (or fraction) of 10 questions to write syntax
- » 1 hour for each set (or fraction) of 3 questions using a multiple mark response option
- » 1 hour for each set (or fraction) of 8 questions for processing
- » 1 hour for each set (or fraction) of 5 questions included in the tabular report

Parent Survey — Paper

- » 1 hour for each set (or fraction) of 5 questions on the custom module
- » 1 hour for each set (or fraction) of 10 questions to write syntax
- » 1 hour for each set (or fraction) of 3 questions using a multiple mark response option
- » 1 hour for each set (or fraction) of 8 questions for processing
- » 1 hour for each set (or fraction) of 5 questions included in the tabular report

Parent Survey — Online

- » 1 hour for each set (or fraction) of 5 questions on the custom module
- » 1 hour for each set (or fraction) of 10 questions to write syntax
- » 1 hour for each set (or fraction) of 3 questions using a multiple mark response option
- » 1 hour for each set (or fraction) of 8 questions for processing
- » 1 hour for each set (or fraction) of 5 questions included in the tabular report

DATA SUBMISSION AND REPORT PREPARATION

If the following conditions are not met, there will be a delay in data processing and report generation.

- » Provide complete information on the transmittal envelopes or online survey completion form.
- » Complete and return the Report Order Form via email or hard copy.
- » Submit completed answer sheets to your Regional Center.

RESPONSE RATES

In order for the CHKS data to be representative of the students in your district, minimally meet standards A through C and either standard D or E as listed below.

- A. 100% of all district schools participated, or 100% of all selected schools participated in an approved sampling plan.
- B. An appropriate class subject or class period was identified and used.
- C. 100% of selected classrooms participated.

- D. The number of completed, usable answer forms or online submissions obtained per grade was 60% or more of the selected sample, or
- E. If active parental consent is used, 70% or more parents within each grade's selected sample returned signed permission forms, either consenting or not consenting to their child's participation.

If active consent is used and less than 60 percent of parents have not consented to their child's participation two days before the scheduled administration date, the survey should be postponed until either condition D or E can be met. *Note: If less than 25 students take the survey in a specific grade, the district may not be eligible for a report in that grade.*

SCHOOL CLIMATE SURVEY FOR STAFF

- » Conduct the online California School Climate Survey (CSCS) at each school participating in the district's CHKS. To facilitate planning and administration, this should be done around the same time the students are taking the CHKS.
- » The survey must be anonymous and should be offered to **all staff working with grades five through twelve**, as well as by all staff involved in health, safety, and prevention. It may also be completed by other school staff at the district's discretion.
- » Staff participation is voluntary. Staff who do not wish to participate shall not be required to do so.
- » There are no additional fees for the basic administration of the CSCS. Additional fees will be charged for custom work.

OTHER MISCELLANEOUS CONDITIONS

- » Read the *Guidebook for the California Healthy Kids Survey, Part I: Administration*, paying special attention to the section on active and passive consent procedures. In BOTH cases, specific tasks **MUST** be completed to insure that the rights of parents and pupils are protected.
- » Read the *Guidebook for the California Healthy Kids Survey, Part III: School Climate Survey for Teachers and Other Staff*.
- » Provide current student enrollment figures (or target sample if you are sampling) for all schools by grade level, and provide accurate staff counts by school.
- » Produce from the master copy the number of questionnaires needed.
- » Provide survey proctors (teachers or assigned proctors) for each classroom.
- » Have all surveyors (teachers or proctors) sign the Assurance of Confidentiality Agreement and read the Introductory Script to students. These are available on our website.

THE CAL-SCHLS REGIONAL CENTER AGREES TO THE FOLLOWING CONDITIONS:

- » Ongoing technical assistance including phone consultation on module selection, sampling, and parent consent strategies.
- » Master copy of elementary, middle & high school surveys (all modules), and access to the CSCS online system.
- » *CHKS Guidebook* available on the website: chks.wested.org.

- » Access to the Cal–SCHLS Website cal-schls.wested.org and Listserv.
- » For paper administrations: answer sheets, transmittal envelopes, and school–specific CSCS logins and passwords.
- » For online administrations: one login/password per school for the CHKS as well as school–specific CSCS logins and passwords.
- » Scanning services.
- » District–level reports.

FOR ADDITIONAL FEES, UPON REQUEST

- » School–level reports (\$50 per site level).
- » Raw data sets (\$50 for elementary and \$50 for secondary).

CONFIDENTIALITY AGREEMENT

CDE requires local CAL–SCHLS results be publicly reported. District data on the California state–identified Performance Indicators will be available through the California Department of Education’s (CDE) Coordinated School Health and Safety Office Annual Reports. In addition, under the Public Records Act, any outside agency (for example, the media) can request already–produced district or school reports from CDE. Raw data will be provided to public and research agencies for analyses only under conditions of strict confidentiality in compliance with state and federal regulations.

Further, districts administering a custom understand that custom module data will be subject to the conditions stated above. Already–produced custom module reports will be available to outside agencies upon request, and raw data may be provided to public and research agencies for analysis under strict conditions of confidentiality.

By signing this document the District and Cal–SCHLS Regional Center staff signify that each party understands and will comply with the conditions stated above.

LEA Representative:

Signature

Dr. Joseph M. Farley, Superintendent

Printed name

April 23, 2014

Date

Michelle Wrenn Benham

District Contact *(if different from above)*

mwbenham@capousd.org

Contact Email

949-234-9420

Contact Phone

Cal–SCHLS Regional Center Staff:

Signature

Printed name

Date

For office use only

Southern Region
Office: LA
WestEd
Fax 562.799.5151

Northern Coast/Bay Area Region
Office: Oakland
WestEd
Fax 510.302.4354

North Central Region
Office: Chico
Duerr Evaluation
Fax 530.893.0409

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....PARIL 23, 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
5342	87	SANDERS CONSTRUCTION SERVICES	BI:Const/Fac Acq /CVHS	1,479,000.00
5343	98	DIVISION OF STATE ARCHITECT	BI:DSA /Fac Acq /SJHHS	986.68
5344	89	DAVID TAUSSIG ASSOC INC	Serv& Op/Fac Acq /Dstrctwd	1,615.16
5345	97	DAVID TAUSSIG ASSOC INC	Serv& Op/Fac Acq /Dstrctwd	572.28
5346	89	DAVID TAUSSIG ASSOC INC	Serv& Op/Fac Acq /Dstrctwd	1,296.25
5347	98	DAVID TAUSSIG ASSOC INC	Serv& Op/Fac Acq /Dstrctwd	3,616.09
5348	88	DAVID TAUSSIG ASSOC INC	Serv& Op/Fac Acq /Dstrctwd	1,961.00
5349	92	DAVID TAUSSIG ASSOC INC	Serv& Op/Fac Acq /Dstrctwd	1,489.89
5350	93	DAVID TAUSSIG ASSOC INC	Serv& Op/Fac Acq /Dstrctwd	1,092.49
5351	94	DAVID TAUSSIG ASSOC INC	Serv& Op/Fac Acq /Dstrctwd	855.50
5352	95	DAVID TAUSSIG ASSOC INC	Serv& Op/Fac Acq /Dstrctwd	596.00
5353	87	DAVID TAUSSIG ASSOC INC	Serv& Op/Fac Acq /Dstrctwd	7,783.12
5354	95	DAVID TAUSSIG ASSOC INC	Serv& Op/Fac Acq /Dstrctwd	5,000.00
5355	89	DAVID TAUSSIG ASSOC INC	Serv& Op/Fac Acq /Dstrctwd	13,000.00
5356	89	BOWIE ARNESON WILES &	Legal /Fac Acq /Dstrctwd	2,105.00
5357	89	BOWIE ARNESON WILES &	Legal /Fac Acq /Dstrctwd	585.00
5358	87	BOWIE ARNESON WILES &	Legal /Fac Acq /Dstrctwd	8,612.50
5359	95	BOWIE ARNESON WILES &	Legal /Fac Acq /Dstrctwd	705.00
5360	94	BOWIE ARNESON WILES &	Legal /Fac Acq /Dstrctwd	51,000.00
5361	89	DAVID TAUSSIG ASSOC INC	Serv& Op/Fac Acq /Dstrctwd	2,127.00
20 Purchase Orders				\$1,583,998.96

EXHIBIT 22

Attachment 1

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....APRIL 23, 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
334072	1	INSIGHT SYSTEMS EXCHANGE	SpplsNonI/SupvAdmn/Dstrctwd	4,590.00
334073	1	STARFALL EDUCATION	Serv& Op/Instrctn/RH Dana	216.00
			InstMtls/Instrctn/RH Dana	54.00
334074	1	RENAISSANCE LEARNING INC	Serv& Op/Instrctn/Hiddn Hl	2,876.12
334075	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/SCHS	799.20
334076	1	ISTE	Serv& Op/Instrctn/Stnybrke	378.00
334077	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/Del Obis	45.00
334078	1	LEARNING A-Z	InstMtls/Instrctn/Bathgate	99.95
334079	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/StDev In/Dstrctwd	50.00
334080	1	GRANT LINK	Serv& Op/SupvAdmn/Dstrctwd	1,600.00
334081	1	IMAGE 2000	InstMtls/Instrctn/Las Palm	435.50
334082	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/SEOthIns/Dstrctwd	11,631.60
334083	1	APPLE COMPUTER INC	InstMtls/Instrctn/CVHS	325.92
334084	1	DELL COMPUTER	NonCapEq/SupvAdmn/Dstrctwd	1,002.61
334085	1	APPLE COMPUTER INC	InstMtls/Instrctn/Las Palm	125.28
334086	1	PC MALL GOV	InstMtls/Instrctn/CVHS	161.19
334087	1	APPLE COMPUTER INC	NonCapEq/Instrctn/RH Dana	7,699.03
334088	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/Dstrctwd	195.00
334089	11	ADMINISTRATIVE SOFTWARE	CnfrNonI/Sch Adm /Dstrctwd	120.00
			Conf:Ins/Instrctn/Dstrctwd	120.00
334090	1	CABE	Conf:Ins/Instrctn/Dstrctwd	510.00
			CnfrNonI/SupvAdmn/Dstrctwd	340.00
			Serv& Op/Instrctn/Dstrctwd	510.00
334091	1	OFFICE DEPOT	SpplsNonI/Sch Adm /Ambuehl	300.00
334092	1	VEX ROBOTICS INC	InstMtls/Instrctn/OsoGrand	908.11
334093	1	TIME-TEC INC	InstMtls/Instrctn/DJAMS	967.02
334094	1	ACADEMYX	Conf:Ins/Instrctn/Tesoro	695.00
334095	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Lgna Nig	24,438.31
334096	1	DELL COMPUTER	Serv& Op/TIS /Dstrctwd	4,957.54
334097	1	BIO RAD LABORATORIES	InstMtls/Instrctn/SJHHS	441.08
334098	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/Del Obis	45.00
334099	1	HERITAGE MUSEUM OF OC	FieldTrp/Instrctn/GrgWhite	945.00
334100	1	PALI MOUNTAIN INSTITUTE	PrepdExp/Undesig /Dstrctwd	1,000.00
334101	1	PACIFIC COAST SIGHTSEEING	Charter /DW Undst/Dstrctwd	15,000.00
334102	1	AUDIO DYNAMIX INC	SpplsNonI/Sch Adm /San Juan	101.40
334103	1	PATHWAY COMMUNICATIONS LTD.	InstMtls/Instrctn/MFMS	426.60
334104	1	BUYEXTRAS.COM	InstMtls/Instrctn/Dstrctwd	210.60
334105	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/ANHS	73.01
334106	1	RINCON TRUCK PARTS	Ppl Tran/PuplTran/Dstrctwd	2,813.83
334107	1	STARBUCK TRUCK REFINISHING INC	Rntl:Oth/PuplTran/Dstrctwd	56,045.00
334108	1	READ NATURALLY	InstMtls/Instrctn/Hiddn Hl	998.50
334109	1	SCHOOL SPECIALTY	SpplsNonI/HlthServ/Hiddn Hl	483.15
334110		VOID	VOID	0.00
334111	13	PREMIER FOOD SAFETY	CnfrNonI/FoodServ/Dstrctwd	278.00

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....APRIL 23, 2014

PO No.	Fund	Vendor	Description	Amount
334112	1	SINGAPOREMATH INC	K-8Textb/Instrctn/Bergeson	11,538.69
			K-8Textb/Instrctn/Dstrctwd	6,776.70
334113	1	PERMA-BOUND	K-12Text/Instrctn/DHHS	7,267.32
334114	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Don Juan	123.06
334115	1	FIRST STUDENT	Charter /DW Undst/Dstrctwd	10,000.00
334116	25	NMG GEOTECHNICAL INC	BI:CTest/Fac Acq /RMVC K-8	19,980.00
334117	1	CDWG Inc	SpplsNonI/Sch Adm /Tesoro	11.24
334118	1	GLASS SPECTRUM	InstMtls/Instrctn/NHMS	500.00
334119	1	RICHARDS INST OF ED & RESEARCH	PrepdExp/Undesig /Dstrctwd	2,480.00
334120	1	GOPHER ATHLETIC	InstMtls/Instrctn/LRMS	2,289.45
334121	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/SE0thIns/Dstrctwd	367.20
334122	12	DELL COMPUTER	NonCapEq/Sch Adm /Dstrctwd	1,365.94
334123	1	EVERYTHING MEDICAL LLC	St Rcpts/Undesig /Dstrctwd	3,290.67
334124	1	SPICERS PAPER CO	St Rcpts/Undesig /Dstrctwd	3,946.32
334125	1	VALIANT IMC	SpplsNonI/Sch Adm /Wood Cyn	171.72
334126	1	PATHWAY COMMUNICATIONS LTD.	InstMtls/Instrctn/Kinoshta	682.56
334127	1	CULVER-NEWLIN	SpplsNonI/PuplTran/Dstrctwd	275.40
334128	1	MOBILE COMMUNICATION REPAIR	SpplsNonI/Sch Adm /CapoHome	204.12
334129	1	CULVER-NEWLIN	InstMtls/Instrctn/AVMS	225.12
334130	1	MOBILE COMMUNICATION REPAIR	SpplsNonI/Pup Serv/Dstrctwd	2,465.64
334131	1	CA STATE COUNCIL FOR	CnfrNonI/SupvAdmn/Dstrctwd	180.00
			CnfrNonI/Sch Adm /Dstrctwd	80.00
334132	1	CULVER-NEWLIN	SpplsNonI/Enterprs/SCHS	8,922.96
334133	1	PRECISION DATA PRODUCTS	InstMtls/Instrctn/DHHS	115.33
334134	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/Tesoro	2,574.34
334135	1	PEARSON ASSESSMENTS	SpplsNonI/PsychSer/Dstrctwd	293.60
334136	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/ArroyoMS	97.18
334137	1	FOLLETT LIBRARY RESOURCES	K-12Text/Instrctn/HankeyMS	508.00
334138	1	GOLDEN RULE BINDERY	K-12Text/Instrctn/DHHS	1,555.20
334139	1	CULVER-NEWLIN	SpplsNonI/Sch Adm /CVHS	333.72
334140	1	COMPLETE OFFICE OF CA	SpplsNonI/PuplTest/Dstrctwd	500.00
334141	1	DISCOVERY SCIENCE CENTER	Conf:Ins/Instrctn/Kinoshta	360.00
334142	1	DISCOVERY SCIENCE CENTER	CnsltSvs/Instrctn/OsoGrand	1,995.00
334143	12	CONTROLTEC INC	Serv& Op/Sch Adm /Dstrctwd	750.00
334144	1	GOV CONNECTION INC	SpplsNonI/Sch Adm /Del Obis	610.29
334145	1	EXCEPTIONAL TEACHING INC	InstMtls/Aid:Inst/Dstrctwd	177.22
334146	1	HERITAGE SCHOOLS INC	Residtl /NPS /Dstrctwd	8,262.00
			Sub MHBC/NPS /Dstrctwd	26,849.76
			Sub MHBC/PsychSer/Dstrctwd	9,150.00
334147	1	REPAIRZOOM	SpplsNonI/SupvAdmn/Dstrctwd	118.79
334148	1	TEACHER CREATED MATERIALS	InstMtls/Instrctn/LFMS	98.36
334149	1	ADVANCED KEYBOARD TECH INC	InstMtls/SE0thIns/Dstrctwd	237.72
334150	1	GOLDEN STAR TECHNOLOGY INC.	InstMtls/Instrctn/SMS	47.87
334151	1	ENABLEMART	InstMtls/SE0thIns/Dstrctwd	228.96
334152	1	BARRETT-ROBINSON INC	InstMtls/Instrctn/SMS	9.48
334153	1	ENABLEMART	InstMtls/SE0thIns/Dstrctwd	197.75
334154	1	PATHWAY COMMUNICATIONS LTD.	NonCapEq/Instrctn/SMS	883.22
334155	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/LRMS	445.00
334156	1	NASCO WEST	InstMtls/Instrctn/LRMS	356.00
334157	1	WESTERN ILLUMINATED PLASTIC	SpplsNonI/RR:Bldgs/Dstrctwd	5,000.00

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PO No.	Fund	Vendor	Description	Amount
334158	1	GANAHL LUMBER	SpplsNonI/RR:Bldgs/Tesoro	6,152.76
334159	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/Barcelon	13,490.70
334160	1	YALE CHASE EQUIPMENT AND	Rntl:Oth/RR:Bldgs/Dstrctwd	4,681.47
334161	14	TANDUS FLOORING INC.	SpplsNonI/RR:Bldgs/Dstrctwd	47,956.17
334162	1	BEACH CITIES GLASS INC	SpplsNonI/RR:Bldgs/Dstrctwd	14,000.00
334163	69	PATHWAY COMMUNICATIONS LTD.	SpplsNonI/Enterprs/Dstrctwd	520.34
334164	1	ABOVE ALL NAMES CONSTRUCTION	Rntl:Oth/RR:Bldgs/MFMS	27,051.50
334165	1	CITY OF SAN CLEMENTE PARKS/REC	Op&Hskpg/Opr:Util/Dstrctwd	20,474.79
334166	1	SCHOOL SPECIALTY	InstMtls/Instrctn/FNMS	214.42
334167	11	AMERICAN COUNCIL ON EDUCATION	Serv& Op/Instrctn/Dstrctwd	1,069.50
334168	11	CALIFORNIA DEPT OF EDUCATION	Serv& Op/Instrctn/Dstrctwd	1,980.00
334169	1	STRIEGL, MICHAEL AND KIMBERLY	Residtl /NPS /Dstrctwd	4,000.00
334170	1	SPICERS PAPER CO	St Rcpts/Undesig /Dstrctwd	10,575.36
334171	1	STRUM, DENISE AND/OR ROBERT	Residtl /NPS /Dstrctwd	23.54
334172	1	LINGUI SYSTEMS INC	SpplsNonI/Spch Aud/Dstrctwd	166.20
334173		VOID	VOID	0.00
334174	1	SUPER DUPER INC.	SpplsNonI/Spch Aud/Dstrctwd	181.44
334175	1	PEARSON ASSESSMENTS	SpplsNonI/PsychSer/Dstrctwd	1,483.64
334176	1	ADAPTIVE LIVING	NonCapEq/HlthServ/Dstrctwd	936.00
334177	1	PSYCHOLOGICAL ASSESSMENT RES	SpplsNonI/PsychSer/Dstrctwd	925.80
334178	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/Benedict	12,019.09
334179	1	PACIFIC PLUMBING COMPANY OF	Rntl:Oth/RR:Bldgs/FNMS	6,000.00
334180	1	APEX AUDIO	NonCapEq/Instrctn/CVHS	2,634.36
334181	1	ESCO EAR SERVICE CORP	Serv& Op/HlthServ/Dstrctwd	155.00
334182	1	PHONAK INC	SpplsNonI/HlthServ/Dstrctwd	1,927.96
334183	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/LFMS	13,490.70
334184	1	ESCO EAR SERVICE CORP	Serv& Op/HlthServ/Dstrctwd	1,906.00
334185	1	ARROW RESTAURANT EQUIPMENT	NonCapEq/Instrctn/Dstrctwd	1,173.84
334186	1	ARTURO J. ADDEMAN	Rnt&Repr/Instrctn/VDMMS	991.80
334187	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/Hiddn Hl	14,854.20
334188	1	SOUTH COAST WATER DISTRICT	Op&Hskpg/Opr:Util/Dstrctwd	60,000.00
334189	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/FNMS	14,171.00
334190	1	COMMERCIAL AQUATIC SERVICES	Rntl:Oth/RR:Bldgs/SCHS	1,777.72
334191	1	AMSTERDAM PRINTING & LITHO	InstMtls/Instrctn/San Juan	220.32
334192	1	CULVER-NEWLIN	NonCapEq/Instrctn/Dstrctwd	1,391.90
334193	1	P.W. GILLIBRAND CO. INC.	SpplsNonI/Op:Grnds/Dstrctwd	1,079.13
334194	1	CAPISTRANO GOLF CARS	Rntl:Oth/Custodil/Dstrctwd	357.07
334195	1	ABOVE ALL NAMES CONSTRUCTION	Rntl:Oth/RR:Bldgs/RH Dana	7,550.00
334196	1	COAST RECREATION INC	SpplsNonI/RR:Bldgs/Bergeson	524.52
334197	1	COMMERCIAL AQUATIC SERVICES	Rntl:Oth/RR:Bldgs/DHHS	1,777.72
334198	1	ABOVE ALL NAMES CONSTRUCTION	Rntl:Oth/RR:Bldgs/SJHHS	18,404.45
334199	1	BRITE IDEAS BY GREG CHRISTY	Rntl:Oth/RR:Bldgs/Dstrctwd	20,000.00
334200	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/LRMS	400.00
334201	1	BOYCE INDUSTRIES	SpplsNonI/RR:Bldgs/Dstrctwd	4,158.00
334202	1	ORANGE COUNTY FIRE AUTHORITY	Rntl:Oth/RR:Bldgs/Dstrctwd	200.00
334203	1	SOUTH COAST FIRE PROTECTION	Rntl:Oth/RR:Bldgs/Moulton	135.00
334204	1	SANTA MARGARITA CATHOLIC HS	Leas&Rnt/Undesig /Dstrctwd	344.00
334205	1	BAILEY, KIM	OthrRevn/Undesig /Dstrctwd	500.00
334206	1	JENSEN, LORI	Serv& Op/Instrctn/SVCS	260.00
334207	1	WOOD, MICHELLE	Serv& Op/Instrctn/SVCS	139.95

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334208	1	PETERSON, SYLVIA	Serv& Op/Instrctn/Mission	229.00
334209	1	PRUKOP, KAREN	Serv& Op/Instrctn/Mission	229.00
334210	1	WALSH, KATHLEEN	Serv& Op/Instrctn/Mission	229.00
334211	1	SAFE SCHOOLS CONFERENCE	PrepdExp/Undesig /Dstrctwd	199.00
334212	1	LEGOLAND	FieldTrp/Instrctn/Concordi	128.00
334213	1	CB RANCH ENTERPRISES	FieldTrp/Enterprs/Las Palm	1,404.00
334214	1	MISSION SAN JUAN CAPISTRANO	FieldTrp/Instrctn/Lobo	552.00
334215	1	TANAKA FARM & PUMPKIN PATCH	FieldTrp/Instrctn/Marblehd	1,416.00
334216	1	HAMMOND, ROXANNE	Serv& Op/Instrctn/Our Savr	138.00
334217	1	INSIGHT SYSTEMS EXCHANGE	SpplsNonI/Sch Adm /DJAMS	3,051.00
334218	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Bergeson	525.16
334219	1	BADEN SPORTS INC	InstMtls/Instrctn/Bathgate	151.20
334220	1	EMBEE TECHNOLOGIES	SpplsNonI/TIS /Dstrctwd	263.52
334221	1	AMS.NET INC	NonCapEq/TIS /Dstrctwd	1,670.14
334222	1	DISCOVERY EDUCATION	Serv& Op/Instrctn/Dstrctwd	3,000.00
334223	1	CABE	Conf:Ins/Instrctn/Dstrctwd	930.00
			CnfrNonI/SupvAdmn/Dstrctwd	340.00
			Serv& Op/PrntPart/Dstrctwd	510.00
334224	1	COSTCO S.J.C.	InstMtls/Instrctn/Tesoro	294.35
334225	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/SCHS	1,500.00
334226	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/ANHS	1,168.67
334227	1	DAVE BANG ASSOCIATES	Rntl:Oth/RR:Bldgs/ArroyoEl	4,598.19
334228	13	ICON ENCLOSURES INC.	Smlequip/FoodServ/SJHHS	17,453.00
334229	13	ICON ENCLOSURES INC.	Smlequip/FoodServ/DHHS	13,106.00
334230	13	ICON ENCLOSURES INC.	Smlequip/FoodServ/ANHS	13,106.00
334231		VOID	VOID	0.00
334232	1	CALIFORNIA WESTERN VISUALS	InstMtls/Instrctn/AVMS	102.60
334233	1	PATHWAY COMMUNICATIONS LTD.	NonCapEq/Instrctn/CVHS	458.78
334234	1	ADVANCED KEYBOARD TECH INC	InstMtls/SE0thIns/Dstrctwd	237.72
334235	1	CAMCOR INC	NonCapEq/Instrctn/AVMS	978.05
334236	1	SMITHGEAR	InstMtls/Instrctn/BAMS	258.12
334237		VOID	VOID	0.00
334238		VOID	VOID	0.00
334239	1	PATHWAY COMMUNICATIONS LTD.	SpplsNonI/Sch Adm /CVHS	255.96
334240	1	ADVANCED BIONICS	SpplsNonI/HlthServ/Dstrctwd	209.00
334241	1	THERAPRO	SpplsNonI/HlthServ/Dstrctwd	475.20
334242	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/Enterprs/HankeyMS	60.00
334243	1	APPLE COMPUTER INC	NonCapEq/Instrctn/LRMS	541.92
334244	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/SMS	3,709.80
334245	1	BAILEY MANUFACTURING	NonCapEq/HlthServ/Dstrctwd	523.10
334246	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/LRMS	4,341.60
334247	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/RH Dana	1,674.00
334248	1	CAMCOR INC	InstMtls/Instrctn/LRMS	399.37
334249	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Don Juan	334.80
334250	1	APPLE COMPUTER INC	InstMtls/Instrctn/Marblehd	4,946.40
334251	1	DELL COMPUTER	NonCapEq/Enterprs/SMS	4,608.10
334252	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/CVHS	402.97
334253	70	EXECUTIVE ENVIRONMENTAL SVCS	Serv& Op/Enterprs/Dstrctwd	337.73

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334254	1	TIFCO INDUSTRIES	Ppl Tran/PuplTran/Dstrctwd	2,100.00
			SpplsNonI/PuplTran/Dstrctwd	450.00
			SpplsNonI/Dist Veh/Dstrctwd	450.00
334255	1	HAZELDEN EDUC MATERIALS	InstMtls/Instrctn/Marblehd	2,911.89
334256	1	EVERY DENNISON	Serv& Op/Warehse /Dstrctwd	1,404.00
334257	1	CORNER TO CORNER CARPET CARE	Rntl:Oth/RR:Bldgs/Dstrctwd	6,000.00
334258	1	MOBILE FLEET WASH	Serv& Op/PuplTran/Dstrctwd	10,000.00
334259	23	ORANGE COUNTY REGISTER	BI:Other/Fac Acq /SCHS	3,000.00
334260	1	ECRA GROUP INCORPORATED	CnsltNon/Supt /Dstrctwd	48,000.00
334261	1	DELL COMPUTER	NonCapEq/TIS /Dstrctwd	1,446.93
334262	1	LEGO EDUCATION	NonCapEq/Instrctn/LRMS	6,942.77
334263	1	SPEECH & LANGUAGE DEVEL	NPA /Spch Aud/Dstrctwd	1,500.00
334264	1	RIFTON EQUIPMENT	SpplsNonI/HlthServ/Dstrctwd	2,924.10
334265	1	AMERICAN TECHNOLOGIES	Rntl:Oth/RR:Bldgs/Dstrctwd	80,000.00
334266		VOID	VOID	0.00
334267	1	ORANGE COUNTY SHERIFFS	SpplsNonI/Supt /Dstrctwd	90.00
334268	69	TRAVIS SOFTWARE	Serv& Op/Enterprs/Dstrctwd	3,379.00
334269	69	TRAVIS SOFTWARE	Serv& Op/Enterprs/Dstrctwd	5,160.00
334270	1	PAXTON/PATTERSON	InstMtls/Instrctn/SCHS	659.82
334271	1	NASCO WEST	InstMtls/Instrctn/FNMS	315.57
334272	1	GOPHER ATHLETIC	InstMtls/Instrctn/Marblehd	111.51
334273	1	PAXTON/PATTERSON	InstMtls/Instrctn/DHHS	695.56
334274	1	VAVRINEK TRINE DAY & CO LLP	Serv& Op/Bus/Fisc/Dstrctwd	1,500.00
334275	1	WORKABILITY 1 REGION 1	CnfrNonI/SupvAdmn/Dstrctwd	225.00
			Conf:Ins/SEOthIns/Dstrctwd	450.00
334276	1	ORANGE COUNTY DEPT OF EDUCAT	FieldTrp/Instrctn/GrgWhite	37,800.00
334277	1	CASATO, JOHN	Serv& Op/Instrctn/St Anne	427.13
334278	1	MCALLISTER, HEATHER	Serv& Op/Instrctn/SVCS	178.41
334279	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/Marblehd	45.00
334280	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/Dstrctwd	185.00
334281		VOID	VOID	0.00
334282	13	TABARI, DENISE A. SEYEDI	CntrctFd/FoodServ/Dstrctwd	4,800.00
334283	1	DICK BLICK WEST	InstMtls/Instrctn/NHMS	309.36
334284	1	DAVID TAUSSIG ASSOC INC	Serv& Op/M-R Reim/Dstrctwd	10,000.00
334285	1	QUINTESSENTIAL SCHOOL SYSTEMS	PrepdExp/Undesig /Dstrctwd	68,626.53
334286	1	DATA CONTROL INC	SpplsNonI/Sch Adm /DJAMS	256.95
334287	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/DHHS	73.85
334288	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/CanViste	180.00
334289	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/DHHS	64.11
334290	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/ANHS	121.20
334291	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/DHHS	1,294.84
334292	1	SADDLEBACK VALLEY USD	FieldTrp/Instrctn/Bathgate	1,440.00
334293	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/Sch Adm /Dstrctwd	283.34
			CnfrNonI/SupvAdmn/Dstrctwd	191.66
334294	1	STARKEY HEARING TECHNOLOGIES	SpplsNonI/HlthServ/Dstrctwd	96.40
334295	1	APPLE COMPUTER INC	InstMtls/Instrctn/Tesoro	3,096.12
334296	1	DOHENY BUILDERS SUPPLY	SpplsNonI/SupvAdmn/Dstrctwd	500.00
334297	1	THE TURF AUTHORITY	Rntl:Oth/Op:Grnds/ANHS	4,775.00
334298	1	MEDCO SCHOOL FIRST AID	InstMtls/CurAthlt/ANHS	41.26
334299	1	PRINCIPALS ESSENTIALS INC	InstMtls/Instrctn/Marblehd	369.00

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PO No.	Fund	Vendor	Description	Amount
334300	1	ENABLEMART	InstMtls/SEOthIns/Dstrctwd	26.27
334301	1	PACIFIC PLUMBING COMPANY OF	Rntl:Oth/RR:Bldgs/SCHS	37,141.60
334302		VOID	VOID	0.00
334303	40	DAVID TAUSSIG ASSOC INC	Serv& Op/Fac Acq /Dstrctwd	800.00
334304	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	19,080.00
334305	1	NASCO WEST	InstMtls/Instrctn/AVMS	63.87
334306	1	CURRICULUM ASSOCIATES	InstMtls/Instrctn/Dstrctwd	8,068.11
334307	12	WILLIAM V MACGILL & CO	SpplsNonI/HlthServ/Dstrctwd	131.33
334308	1	SPRAKER, GEORGE & HEATHER	Serv& Op/Spch Aud/Dstrctwd	20,000.00
			Legal /SupvAdmn/Dstrctwd	11,000.00
			Serv& Op/PuplTran/Dstrctwd	4,000.00
334309	1	ROBERT & SHERIE SAMUELIAN	Legal /SupvAdmn/Dstrctwd	34,525.00
334310	1	ANTHEM SPORTS	InstMtls/Instrctn/Don Juan	110.90
334311	11	MCGRW-HILL/SRA	InstMtls/Instrctn/Dstrctwd	41.16
334312	11	STECK-VAUGHN CO	InstMtls/Instrctn/Dstrctwd	924.54
334313	1	AMDI	InstMtls/SEOthIns/Dstrctwd	59.36
334314	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Serra	8,370.00
334315		VOID	VOID	0.00
334316	1	RAMOS, LISA	Serv& Op/Instrctn/SVCS	62.92
334317	11	HOUGHTON MIFFLIN CO	InstMtls/Instrctn/Dstrctwd	1,437.12
334318	1	CULVER-NEWLIN	NonCapEq/Instrctn/Dstrctwd	6,191.64
334319		VOID	VOID	0.00
334320	1	SCHOLASTIC BOOK CLUBS	InstMtls/Instrctn/RH Dana	81.00
334321	1	AQUARIUM OF THE PACIFIC	FieldTrp/Instrctn/Moulton	810.00
334322		VOID	VOID	0.00
334323	1	BUREAU EDUCATION & RESEARCH	Conf:Ins/Instrctn/CanViste	235.00
334324	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/SEOthIns/Dstrctwd	367.20
334325	1	DELL COMPUTER	NonCapEq/TIS /Dstrctwd	1,218.14
334326	1	MANION, MAUREEN	Serv& Op/Instrctn/St Anne	330.00
334327	1	TANAKA FARM & PUMPKIN PATCH	FieldTrp/Instrctn/RH Dana	696.00
334328	1	ORANGE COUNTY DEPT OF EDUCAT	FieldTrp/Instrctn/Tijeras	635.50
334329	1	MEMORY JOGGERS	InstMtls/Instrctn/Bathgate	79.64
334330	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/RH Dana	179.51
334331	1	STARFALL EDUCATION	Serv& Op/Instrctn/Bergeson	270.00
334332	1	WAXIE	St Rcpts/Undesig /Dstrctwd	417.96
334333	1	ULINE	St Rcpts/Undesig /Dstrctwd	1,382.40
334334	1	GARDENING WITH KIDS	InstMtls/Instrctn/RH Dana	128.16
334335	1	ESSENTIAL PACKS	SpplsNonI/Sch Adm /Hiddn Hl	1,560.44
334336	1	FHA-HERO	Conf:Ins/Instrctn/ANHS	269.00
334337	25	BOWIE ARNESON WILES &	Legal /Fac Acq /Dstrctwd	30,000.00
334338	25	BOWIE ARNESON WILES &	Legal /Fac Acq /Dstrctwd	969.00
334339	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/VdelMare	349.92
334340	1	GILBERT & STEARNS INC	Rntl:Oth/RR:Bldgs/SCHS	1,837.00
334341	1	WORLD OF AWNINGS & CANOPIES	Rntl:Oth/RR:Bldgs/DJAMS	9,166.32
334342	1	PARR LUMBER	SpplsNonI/RR:Bldgs/Dstrctwd	50,000.00
334343	1	CULVER-NEWLIN	SpplsNonI/SupvAdmn/Dstrctwd	1,291.68
334344	1	PC MALL GOV	Serv& Op/Instrctn/CVHS	68.91
334345	1	EAGLE SOFTWARE	Serv& Op/SupvAdmn/Dstrctwd	2,500.00
334346	1	CALIFORNIA WEEKLY EXPLORER INC	FieldTrp/Instrctn/Bathgate	315.00
334347	11	FOLLETT EDUCATIONAL SERVICES	InstMtls/Instrctn/Dstrctwd	374.11

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334348	13	ATLAS COPCO COMPRESSORS LLC	LrgEquip/FoodServ/Dstrctwd	4,574.80
334349	13	PROFIT SOLUTIONS GROUP	SmlEquip/FoodServ/Dstrctwd	3,345.36
334350	1	PEARSON ASSESSMENTS	SpplsNonI/Spch Aud/Dstrctwd	284.20
334351	1	OTICON	SpplsNonI/Spch Aud/Dstrctwd	312.40
334352	1	VAN VORHISKEY PHD, SUSAN E.	Serv& Op/Instrctn/GrgWhite	695.00
334353	1	HANDWRITING W/O TEARS	InstMtls/Instrctn/RH Dana	101.80
334354	1	MY BINDING.COM	InstMtls/Instrctn/Viejo	407.89
334355	1	BEACON DAY SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	17,122.90
334356	1	LESLIE AND JAMES NEEDHAM	Legal /SupvAdmn/Dstrctwd	4,000.00
334357	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/SE0thIns/Dstrctwd	104.49
334358	1	AARDVARK CLAY	InstMtls/Instrctn/MFMS	350.00
334359	1	SCHOLASTIC INC	Serv& Op/Instrctn/Marblehd	6,357.50
334360	1	TROXELL COMMUNICATIONS INC	NonCapEq/Instrctn/FNMS	1,164.24
334361	1	PATHWAY COMMUNICATIONS LTD.	InstMtls/Instrctn/Viejo	341.28
334362	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/Benedict	49.14
334363	1	GRAINGER	SpplsNonI/PuplTran/Dstrctwd	32.02
334364	1	CAMCOR INC	InstMtls/Instrctn/FNMS	3,594.36
334365	1	CAMCOR INC	InstMtls/Enterprs/DHHS	489.02
334366	1	CAMCOR INC	NonCapEq/Instrctn/Hiddn Hl	1,467.07
334367	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/LadraElm	98.38
334368	1	CDWG Inc	InstMtls/Instrctn/VdelMarE	989.40
334369	1	VALIANT IMC	InstMtls/Instrctn/Serra	54.00
334370		VOID	VOID	0.00
334371	1	GROWING WITH GRAMMAR	InstMtls/Instrctn/Las Palm	81.26
334372	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/VdelMarE	232.50
334373	1	PATHWAY COMMUNICATIONS LTD.	InstMtls/Instrctn/ArroyoMS	230.84
			InstMtls/Instrctn/ArroyoEl	230.84
334374	40	US BANK	TrOutOth/IntrAgnc/Dstrctwd	195,244.24
334375	1	PATHWAY COMMUNICATIONS LTD.	InstMtls/Instrctn/Malcom	224.24
334376	1	CITY OF MISSION VIEJO	Serv& Op/RR:Grnds/Dstrctwd	20,204.70
334377	1	TRANSPORTATION CHARTER SERVICE	Charter /DW Undst/Dstrctwd	30,000.00
334378	1	BADEN SPORTS INC	InstMtls/Instrctn/Las Palm	112.60
334379	1	SP CONTROLS	SpplsNonI/TIS /Dstrctwd	129.60
334380	12	SCHOOL HEALTH CORP	SpplsNonI/SupvAdmn/Dstrctwd	280.26
334381	1	CERTIFIED TRANSPORTATION	Charter /DW Undst/Dstrctwd	100,000.00
334382	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/RH Dana	484.73
334383	12	SCHOOL HEALTH CORP	SpplsNonI/HlthServ/Dstrctwd	1,080.99
334384	1	OFFICE DEPOT	InstMtls/Instrctn/Benedict	2,621.86
334385	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/Dstrctwd	60.00
			CnfrNonI/GuidCnsl/Dstrctwd	120.00
334386	1	OKURA, KRISTEN	SpplsNonI/StDev In/Dstrctwd	404.35
334387	1	APPLE COMPUTER INC	InstMtls/Instrctn/Crn Vlly	8,173.92
334388	1	GEIGER WEST	SpplsNonI/Sch Adm /Del Obis	608.58
334389	1	APPLE COMPUTER INC	InstMtls/Instrctn/Wagon Wh	3,244.72
334390	1	ADVANCED KEYBOARD TECH INC	InstMtls/SE0thIns/Dstrctwd	237.72
334391		VOID	VOID	0.00
334392	1	HEINEMANN	InstMtls/Instrctn/Bathgate	600.62
334393		VOID	VOID	0.00
334394	1	COMPLETE OFFICE OF CA	SpplsNonI/PuplTest/Dstrctwd	229.00

Board of Trustees Purchase Order Listing
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PO No.	Fund	Vendor	Description	Amount
334395	1	DBQ PROJECT, THE	InstMtls/Instrctn/SMS	1,189.00
334396	1	GANAHL LUMBER	InstMtls/Instrctn/MFMS	400.00
334397		VOID	VOID	0.00
334398	1	SUPER DUPER INC.	InstMtls/SE0thIns/Dstrctwd	107.95
334399	1	PERMA-BOUND	K-12Text/Instrctn/LFMS	464.00
334400	1	LOYER, LAW OFFICES OF KATHLEEN	Legal /SupvAdmn/Dstrctwd	4,000.00
334401	1	FOLLETT LIBRARY RESOURCES	Bks&Ref /Instrctn/RH Dana	1,000.00
334402	13	AFFILIATED PACKAGING SPEC	LrgeEquip/FoodServ/Dstrctwd	62,208.03
334403	1	ADVANCED KEYBOARD TECH INC	InstMtls/SE0thIns/Dstrctwd	237.72
334404	11	RESEARCH & EDUC ASSN	InstMtls/Instrctn/Dstrctwd	321.22
334405	1	NASCO WEST	InstMtls/Instrctn/FNMS	131.28
334406	1	DICK BLICK WEST	InstMtls/Instrctn/ANHS	587.35
334407	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/RH Dana	463.11
334408	1	NASCO WEST	InstMtls/Instrctn/DJAMS	155.62
334409	1	VSG/ANNEBERGLEARNER	InstMtls/Instrctn/CVHS	259.60
334410	1	DBQ PROJECT, THE	InstMtls/Instrctn/CVHS	754.00
334411	11	NEW READERS PRESS	Serv& Op/Instrctn/Dstrctwd	252.33
334412		VOID	VOID	0.00
334413	1	NATIONAL AUTISM RESOURCES	InstMtls/SE0thIns/Dstrctwd	59.76
334414	1	STATE SELPA ADMINISTRATORS	CnfrNonI/SupvAdmn/Dstrctwd	60.00
			Serv& Op/PrntPart/Dstrctwd	120.00
334415	1	THE ALARM AND SPRINKLER CO INC	Rntl:Oth/RR:Bldgs/Dstrctwd	60,000.00
334416	1	MILLER MECHANICAL	Rntl:Oth/RR:Bldgs/Dstrctwd	15,000.00
334417	1	DISCOVERING SCIENCE COMPANY	Serv& Op/Instrctn/GrgWhite	3,315.00
334418	1	A TREE OF KNOWLEDGE	CnsltSvs/Instrctn/Dstrctwd	2,202.36
334419	1	VANGUARD FLOORING INC	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
334420	1	COMMUNICATIONS USA	SpplsNonI/Sch Adm /DJAMS	7.32
334421	1	*!!#1 AT-HOME TUTORS INC	CnsltSvs/Instrctn/Dstrctwd	4,404.72
334422	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/RH Dana	12.70
334423	1	CULVER-NEWLIN	SpplsNonI/Bus/Fisc/Dstrctwd	275.40
			SpplsNonI/Payroll /Dstrctwd	275.40
334424	1	CULVER-NEWLIN	SpplsNonI/Sch Adm /DJAMS	448.20
334425	1	DISCOVERY SCIENCE CENTER	FieldTrp/Instrctn/OsoGrand	1,995.00
334426	1	DISCOVERY SCIENCE CENTER	Serv& Op/Instrctn/GrgWhite	741.00
334427	1	ULINE	SpplsNonI/Sch Adm /DJAMS	151.20
334428	1	ORANGE COUNTY DEPT OF ED	FieldTrp/Instrctn/OsoGrand	1,227.25
334429	1	CULVER-NEWLIN	SpplsNonI/Pup Serv/CVHS	275.40
334430		VOID	VOID	0.00
334431	1	ROSEN PUBLICATIONS	Bks&Ref /Libr&Med/SCHS	1,178.17
334432	1	ACADEMIC THERAPY PUBL	SpplsNonI/Spch Aud/Dstrctwd	377.60
334433	1	MHS RESEARCH DEPARTMENT	SpplsNonI/PsychSer/Dstrctwd	2,141.96
334434	1	PEARSON ASSESSMENTS	SpplsNonI/PsychSer/Dstrctwd	233.84
334435		VOID	VOID	0.00
334436	11	FOLLETT EDUCATIONAL SERVICES	InstMtls/Instrctn/Dstrctwd	191.65
334437	11	PRO LINGUA ASSOCIATES	InstMtls/Instrctn/Dstrctwd	169.80
334438	1	THINKING MAPS INC	InstMtls/Instrctn/Dstrctwd	103,032.00
334439	1	SUBSCRIPTIONS SERVICES OF	Bks&Ref /Libr&Med/Tesoro	204.11
334440	1	KOCE-TV FOUNDATION	Serv& Op/Instrctn/Dstrctwd	80,784.40
334441	1	KOCE-TV FOUNDATION	Serv& Op/Instrctn/Dstrctwd	10,212.80
334442	11	HUNTINGTON BEACH ADULT SCHOOL	SpplsNonI/Sch Adm /Dstrctwd	5,184.00

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PO No.	Fund	Vendor	Description	Amount
334443	1	HARDING, JAMIE	Serv& Op/Instrctn/St Anne	206.45
334444	1	MANION, MAUREEN	Serv& Op/Instrctn/St Anne	297.83
334445	1	GARIBALDI, KEVIN	Serv& Op/Instrctn/Stnybrke	1,380.93
334446	1	BADEN SPORTS INC	InstMtls/Instrctn/Malcom	175.50
334447	1	ARTURO J. ADDEMAN	NonCapEq/Instrctn/MFMS	8,717.00
334448	1	GOPHER ATHLETIC	InstMtls/Instrctn/Malcom	439.62
334449	1	DEMCO	InstMtls/Instrctn/ANHS	83.89
334450	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	14,336.00
334451	1	BEACON DAY SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	5,287.82
334452	1	DELTA EDUCATION	InstMtls/Instrctn/Dstrctwd	4,106.21
334453	1	SPECTRUM CENTER ROSSIER PARK	NPS /NPS /Dstrctwd	17,398.00
334454	1	KIDS INSTITUTE FOR DEVELOPMENT	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	1,241.00
334455	1	DISCOVERY SCIENCE CENTER	Serv& Op/Instrctn/GrgWhite	741.00
334456	12	SOFTWARE INC	Serv& Op/Sch Adm /Dstrctwd	150.00
334457	1	ADVANTAGE IMAGING SUPPLY	InstMtls/Instrctn/CapoHome	139.32
334458	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/Hiddn Hl	90.00
334459	1	SAN DIEGO COUNTY OFFICE OF ED	Conf:Ins/Instrctn/Viejo	300.00
			CnfrNonI/Sch Adm /Viejo	100.00
334460	1	CB RANCH ENTERPRISES	FieldTrp/Instrctn/Viejo	720.00
334461	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Wagon Wh	12,722.40
334462	1	CDWG Inc	NonCapEq/Instrctn/Dstrctwd	11,245.20
334463	1	IMAGE 2000	SpplsNonI/Enterprs/Wood Cyn	205.20
334464	1	BADEN SPORTS INC	InstMtls/Instrctn/Del Obis	16.25
334465	1	DELL COMPUTER	NonCapEq/Sch Adm /ANHS	1,417.84
334466	1	BAUDVILLE	SpplsNonI/Sch Adm /LFMS	84.56
334467	1	INSIGHT SYSTEMS EXCHANGE	SpplsNonI/Enterprs/DHHS	459.00
334468	1	JUDY LYNN SOFTWARE INC.	InstMtls/SE0thIns/Dstrctwd	31.32
334469	1	COSTCO	InstMtls/Instrctn/Dstrctwd	152.45
334470	1	CAMCOR INC	InstMtls/Enterprs/NHMS	978.05
334471		VOID	VOID	0.00
334472	1	COMPLETE OFFICE OF CA	SpplsNonI/PuplTran/Dstrctwd	268.92
334473	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/GrgWhite	23,797.55
334474	1	INSIGHT SYSTEMS EXCHANGE	SpplsNonI/Enterprs/FNMS	464.40
334475	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/BAMS	928.80
334476		VOID	VOID	0.00
334477		VOID	VOID	0.00
334478	1	LRP PUBLICATIONS	CnfrNonI/SupvAdmn/Dstrctwd	270.00
334479	1	ASCD	SpplsNonI/Sch Adm /AVMS	54.00
334480	1	HENRY SCHEIN INC/MBM	SpplsNonI/CurAthlt/CVHS	1,427.18
334481	1	CREATIVE FORMS DESIGN INC	SpplsNonI/Sch Adm /Serra	191.22
334482	1	LIFETRENDS GROUP	SpplsNonI/Sch Adm /ANHS	258.97
334483	1	WEST END SELPA	CnfrNonI/Spch Aud/Dstrctwd	800.00
334484	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/CVHS	334.80
334485	1	DELL COMPUTER	NonCapEq/Instrctn/CapoHome	1,336.85
334486	1	INSIGHT SYSTEMS EXCHANGE	SpplsNonI/Enterprs/NHMS	334.80
334487	1	LIBERTY FLAGS	InstMtls/Instrctn/VdelMarE	37.79
334488	1	MISSION SAN JUAN CAPISTRANO	FieldTrp/Instrctn/Moulton	1,575.00
334489	1	CRYSTAL COVE STATE PARK	FieldTrp/Instrctn/Malcom	337.50

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2013-14 =====
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PO No.	Fund	Vendor	Description	Amount
334490	1	DELL COMPUTER	NonCapEq/Instrctn/Bathgate	7,367.04
334491	1	KNOTTS BERRY FARM	FieldTrp/Instrctn/GrgWhite	1,750.00
334492	1	OFFICE DEPOT	SpplsNonI/Sch Adm /Serra	500.00
334493	1	BADEN SPORTS INC	InstMtls/Instrctn/Oak Grv	1,090.84
334494	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/Sch Adm /Del Obis	1,046.49
334495	1	ENVIRONMENTAL NATURE CENTER	FieldTrp/Instrctn/Bathgate	643.50
334496		VOID	VOID	0.00
334497	12	FREEDOM COMMUNICATIONS INC.	SpplsNonI/SupvAdmn/Dstrctwd	2,400.00
334498	1	PATHWAY COMMUNICATIONS LTD.	InstMtls/Instrctn/LFMS	341.28
334499	1	PATHWAY COMMUNICATIONS LTD.	InstMtls/Instrctn/LF Elem	341.28
334500	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/Las Palm	304.79
334501		VOID	VOID	0.00
334502	1	AAAS/SCIENCE	Bks&Ref /Libr&Med/Tesoro	388.80
334503	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/RH Dana	129.11
334504	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/RH Dana	1,939.25
334505	1	READ NATURALLY	InstMtls/Instrctn/Don Juan	1,999.00
334506		VOID	VOID	0.00
334507	1	THE NEW YORK TIMES EDUCATION	Bks&Ref /Libr&Med/Tesoro	233.28
334508	1	MUSICIAN'S FRIEND	InstMtls/Instrctn/DHHS	521.25
334509	1	ALLIANCE PUBLISHING	InstMtls/Instrctn/Lobo	1,092.63
334510	13	CHEFS TOYS	SmlEquip/FoodServ/ANHS	4,185.84
334511	23	ARC	BI:Other/Fac Acq /SCHS	3,000.00
334512	1	LINGUI SYSTEMS INC	SpplsNonI/Spch Aud/Dstrctwd	53.95
334513		VOID	VOID	0.00
334514	1	ENABLEMART	InstMtls/SEOthIns/Dstrctwd	155.51
334515	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/MFMS	500.00
334516	1	GUITAR CENTER STORES INC	NonCapEq/Instrctn/CVHS	3,311.28
334517		VOID	VOID	0.00
334518	1	OFFICE IMAGES INC	InstMtls/Instrctn/Las Palm	473.44
334519	70	EXECUTIVE ENVIRONMENTAL SVCS	Serv& Op/Enterprs/Dstrctwd	632.10

422 Purchase Orders \$2,310,444.63

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
194982	SOUND IMAGE	PO-333001	13,635.51
194983	SPORTS FACILITIES GROUP INC	PO-331236	5,229.64
		PO-333243	10,292.00
194984	UNISOURCE CORP	PO-333453	21,682.08
		PO-333735	43,364.16
194985	VERIZON WIRELESS	PO-330161	3,270.45
		PO-333284	64.00
194986	WAXIE	-	
		PO-331146	1,468.39
		PO-332997	12,306.22
194987	WAXIE	-	
		PO-332997	19,018.68
194988	WAXIE	PO-332997	11,135.94
194989	B & H PHOTOGRAPHY	PO-333097	398.00
		PO-333570	360.93
		PO-333734	282.09
		PO-333893	146.99
194990	BADEN SPORTS INC	PO-333458	169.29
194991	BARRETT-ROBINSON INC	PO-333489	1,090.00
194992	BAYSCAN	PO-333638	920.00
194993	BEARCOM	PO-333272	1,603.69
194994	BEE MAN	PO-331234	490.00
194995	BERTRANDS HORN IMPROVEMENT	PO-330134	690.28
194996	BIO CORPORATION	PO-333299	1,169.00
194997	BIO RAD LABORATORIES	PO-333298	693.12
194998	BLAIRS TOWING INC	PO-332339	375.00
194999	BOMBAY ELECTRONICS	PO-333814	99.00
195000	BRINKS INC.	PO-330101	162.24
195001	BROWN UNIVERSITY CHOICES	PO-333641	699.60
195002	BSN SPORTS INC	PO-332223	508.50
195003	BUSWEST	PO-333079	133.89
195004	CA FACILITY SPECIALTIES	PO-333642	3,226.08
195005	CAMCOR INC	PO-333793	1,397.23
195006	CAPISTRANO GOLF CARS	PO-331446	237.34
195007	CDW GOVERNMENT	PO-333286	102.36
		PO-333716	2,845.50
		PO-333875	8,910.83
195008	CINTAS DOCUMENT MANAGEMENT	PO-331123	1,457.00
195009	CLARK SECURITY	PO-330228	739.41
195010	CLEAN SOURCE	PO-330168	3,662.77
195011	COASTAL BLUE	PO-332957	21.82
195012	COCHLEAR AMERICAS	PO-333761	117.20
195013	COSTCO S.J.C.	PO-333725	252.60

Attachment 2

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
195014	CULVER-NEWLIN	PO-332917	275.40
		PO-333089	6,191.64
		PO-333494	2,871.46
195015	CURRICULUM ASSOCIATES	PO-333863	1,974.90
195016	GOPHER ATHLETIC/SPORTS	PO-332477	388.37
		PO-333961	86.39
195017	BIOMEDICAL WASTE DISPOSAL	PO-333573	99.00
195018	CINTAS FIRST AID & SAFETY	PO-331739	292.03
195019	COMPLETE OFFICE OF CA	PO-331253	367.11
195020	DANIELS TIRE SERVICE	PO-330869	12,814.73
195021	DAVE BANG ASSOCIATES INC	PO-332920	5,500.80
		PO-332921	2,630.40
195022	DELL MARKETING L P	PO-333717	850.43
		PO-333720	3,170.11
		PO-333880	623.36
195023	DELTA EDUCATION	PO-333731	20,052.42
		PO-333859	4,511.81
195024	DENAULT'S HARDWARE	PO-331514	40.18
195025	DENAULT'S HARDWARE	PO-330201	330.38
195026	DISCOUNT SCHOOL SUPPLY	PO-333534	448.60
195027	EBERHARD EQUIPMENT	PO-330555	2,530.81
195028	ECOLOGY TIRE	PO-331926	168.75
195029	ECS IMAGING INC	PO-333548	6,941.18
195030	ENET COMPONENTS INC	PO-332987	446.04
195031	FACTORY MOTOR PARTS	PO-331557	1,326.91
195032	FEDERAL EXPRESS CORP	PO-330159	421.49
195033	FLINN SCIENTIFIC INC	PO-333853	1,199.96
195034	FOLLETT EDUCATIONAL SVC	PO-332822	129.28
		PO-333667	751.84
		PO-333668	2,203.57
195035	FREEWAY AUTO SUPPLY	PO-330860	212.20
195036	FRICTION MATERIALS CO.	PO-330870	6,852.71
195037	FUTURE HORIZONS INC	PO-333910	1,238.50
195038	GREAT LAKES SPORTS	PO-333461	794.41
195039	BENS ASPHALT	PO-333233	9,300.00
195040	BOWIE ARNESON WILES &	PO-333634	11,977.50
195041	CITY OF SAN JUAN CAPISTRANO	PO-330226	3,211.41
195042	MOULTON NIGUEL WATER	PO-330245	5,752.89
195043	SAN DIEGO GAS & ELECTRIC	PO-330248	76,829.82
195044	SANTA MARGARITA WATER	PO-330247	2,345.26
195045	SO CAL GAS CO	PO-330249	656.59
195046	SOUTHERN CALIFORNIA EDISON	PO-330250	2,984.12
195047	AMIGOS DE BOLSA CHICA	PO-333882	25.00
195048	ENVIRONMENTAL NATURE CTR	PO-333640	205.00
195049	LAS FLORES MIDDLE SCHOOL PTA	PO-333976	1,249.88

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
195050	ROBOTEVENTS	PO-332518	200.00
195051	SANTA MARGARITA CATHOLIC HS	PV-143375	344.00
195052	BAYR, KATHERINE	PV-143314	20.00
195053	BOOS, JANE	PV-143316	17.90
195054	FIELDS, DANIEL	PV-143318	143.00
195055	FOGLEMAN, MATT	PV-143319	72.00
195056	KHOSHNEVIS, SALEENA	PV-143321	22.00
195057	KUWAHARA, MITCHELL	PV-143322	85.00
195058	MARCUS, BRUCE	PV-143323	29.99
195059	MARTIN, SPENCER	PV-143324	20.00
195060	MARTINEZ, COLE	PV-143325	94.00
195061	MEREDITH, SUSAN	PV-143326	85.00
195062	MIKHAIL, MICHAEL	PV-143327	69.00
195063	MOORE, KENDRA DEE	PV-143329	21.00
195064	RENTZ, CASEY	PV-143330	89.00
195065	SNYDER, CARINNA	PV-143331	20.00
195066	STELE, ELLIS	PV-143332	10.00
195067	STINSON, SABRINA	PV-143333	15.00
195068	VAN WAUS, KAYLIN	PV-143334	5.00
195069	WILLIAMS, TRENT	PV-143335	15.00
195070	BESMONTE, MARIA	PV-143315	224.00
195071	DEAHR, KENDRA	PV-143317	315.00
195072	JAMES, RANDOLPH	PV-143320	840.80
195073	MISOLA-DELEON, ARLENE	PV-143328	393.70
195074	BALOGH, DAVID/MICHELLE	PV-143336	75.26
195075	BAUER, ADAM OR GINA	PV-143337	70.56
195076	BECKHAM, NATHAN & DANIELLE	PV-143338	262.75
195077	BRESSLER, ERIC & KATHY	PV-143339	112.90
195078	CIPOLLONE, JOSEPH & DEBRA	PV-143340	412.16
195079	COON, MATTHEW/ERIKA	PV-143341	254.02
195080	COVINGTON, JEREMY & ALLISON	PV-143342	118.05
195081	CRUME, KELLEY &/OR	PV-143343	221.76
195082	CUHADAROGLU, MEHMET OR BELGIN	PV-143344	1,127.84
195083	ENNICO, RODDY AND/OR LORRAINE	PV-143345	820.51
195084	ESPINO, JUAN/MAYRA	PV-143346	41.33
195085	FERREN, MATTHEW & KATIE	PV-143347	191.52
195086	GARCIA, ANTONIO & MICHELLE	PV-143348	78.40
195087	GARRINGER, RODNEY OR SARA	PV-143349	270.14
195088	JUNCAJ, EMILIO & LESLI	PV-143350	112.90
195089	LAW, YUET	PV-143351	231.84
195090	LAWSON, TARYN	PV-143364	100.35
195091	LE, CHAU & TRAN, TU	PV-143371	167.55
195092	LEEB, ANDREA	PV-143352	301.06
195093	LEWIS, ROB & LANI	PV-143353	64.74
195094	MATHIESEN, DAN & TARA	PV-143355	233.86

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195095	NGUYEN, TRISHA T.	PV-143357	106.62
195096	ORTIZ, VICTOR & BRANDY	PV-143359	887.04
195097	OSBORNE, RICHARD & DAYNA	PV-143360	148.51
195098	RADZINS, JOHN & MEREDITH	PV-143361	550.09
195099	RAMOS, ELLIOT/SEPULVEDA, LYCEL	PV-143363	209.66
195100	REDING, CLARE & SHAD	PV-143367	139.78
195101	RODAS, PHILLIP AND CAROLYN	PV-143365	155.23
195102	SCHWARTZ, TONY OR STEPHANIE	PV-143366	254.02
195103	SOTO, MARTHA/RODOLFO	PV-143368	232.29
195104	STEBENNE, STUART/LISA	PV-143369	227.36
195105	TRITZ, RICHARD &/OR JULIE	PV-143372	156.13
195106	VAKILLI, MIKE & SHABNAM	PV-143373	435.23
195107	WEYLAND, DAN & GINGER	PV-143374	1,070.49
195108	OFFICE DEPOT	PO-330363	49.32
		PO-331398	264.13
		PO-331517	37.54
		PO-331945	13.00
		PO-331982	15.12
		PO-332149	182.64
		PO-332201	30.46
		PO-333255	16.74
		PO-333478	496.10
		PO-333543	1,043.21
		PO-333742	122.98
		PO-333823	244.77
195109	PATTERSON MEDICAL/ SAMMONS	PO-333185	169.07
195110	SELECT EQUIPMENT SALES INC	PO-330535	907.68
195111	SHI	PO-333091	54.40
		PO-333837	49.90
195112	SMARDAN SUPPLY COMPANY	PO-330163	1,579.50
195113	SPINITAR	PO-333602	595.38
195114	STARBUCK TRUCK REFINISHING INC	PO-333022	910.00
195115	STONEWARE INC.	PO-333877	380.00
195116	SUPER DUPER INC.	PO-333669	102.00
195117	ALTERNATIVE COMMUNICATIONS	PO-332951	1,508.00
195118	BERKOWITZ, SUSAN	PO-332278	797.70
195119	CRARY, BRENDA	PO-330011	4,519.20
195120	ECE 4 AUTISM	PO-333792	2,550.00
195121	MACNAMARA DANIEL & ALICIA	PO-333313	155.32
195122	MENDE PSY.D, SYLVIA	PO-330005	6,318.39
195123	MOLDAUER, PAMELA S.	PO-330894	2,490.00
195124	OCEANVIEW SCHOOL	PO-331859	800.00
195125	ORANGE COUNTY THERAPY SERVICE	PO-330010	8,720.00
195126	PROVIDENCE SPEECH AND	PO-330833	40.00
		PO-333883	1,175.00

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195127	SHACK-LAPPIN, CAROL	PO-330751	3,225.00
195128	STIER, MARK & SHANNON	PO-333914	12,500.00
195129	SUNBELT STAFFING LLC	PO-330488	1,952.50
		PO-333437	2,696.50
195130	SYNTEX GLOBAL	PO-330819	773.40
195131	123 MATH & READING INC.	PO-332232	720.00
195132	KREG, JUDEE	PO-333635	980.00
195133	ORANGE CTY TESTING SERV	PO-330485	52.00
195134	YMCA OF ORANGE COUNTY	PO-330823	2,075.00
195135	STEIN, CHRISTINE	PO-330563	1,904.00
195136	ASTOR, KEVIN	PV-143358	194.00
195137	DOUGHERTY, JOLENE	PV-143362	105.00
195138	RESIDENCE INN BY MARRIOTT	PO-334051	578.40
195139	RUSINKOVICH, CHERYL	PV-143354	44.80
195140	HARBOTTLE LAW GROUP	PO-330824	1,634.31
195141	ABEDI, LORA	PV-143378	22.40
195142	BOWDEN, JOANNA	PV-143379	64.40
195143	BUCKMAN, JONATHAN T.	PV-143380	61.60
195144	HAACK, KATHI	PV-143381	133.28
195145	HAWKINS, TRACY D.	PV-143382	44.80
195146	KELLMAN, KATHLEEN	PV-143383	150.64
195147	MORRIS, LINDSEY	PV-143384	18.48
195148	PINKERTON, DAN	PV-143385	181.44
195149	RUSINKOVICH, CHERYL	PV-143386	49.84
195150	THORNBURG, QUIN	PV-143387	95.76
195151	WHITE, BRANDI	PV-143388	53.76
195152	WORKMAN, KEN	PV-143389	252.00
195153	A Z BUS SALES INC	PO-330885	592.57
195154	ACE EDUCATIONAL SUPPLIES INC	PO-333890	40.45
195155	AIR CONDITIONING CONTROL SYS	PO-332061	427.50
195156	APPLE COMPUTER INC	PO-333959	125.28
		PO-334034	649.92
195157	APPLE TEXTBOOKS	PO-333901	564.53
195158	BEACH CITIES GLASS	PO-330234	2,280.29
195159	BIOMETRICS4ALL INC	PO-330767	111.75
195160	BUSWEST	PO-333079	241.34
195161	COMPLETE OFFICE OF CA	PO-330330	128.46
		PO-330384	763.42
		PO-330718	159.08
		PO-331253	106.82
		PO-331777	1,031.61-
		PO-331973	13.11
195162	CULVER-NEWLIN	PO-333040	229.13
195163	HAAN CRAFTS	PO-330545	660.96
		PO-330546	

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Warrant Number	Name of Payee	Reference Number	Amount
195164	HAWTHORNE EDUC SERV	PO-333908	1,386.00
195165	HD SUPPLY FACILITIES MAINTN	PO-330233	412.76
195166	HOPE INC	PO-332114	132.00
195167	HYDRO-SCAPE PRODUCTS INC	PO-330416	373.06
195168	ILLUMINATE EDUCATION INC.	PO-333567	63,450.00
195169	INSIGHT SYSTEMS EXCHANGE	PO-333468	336.77
		PO-333469	398.96
		PO-333552	336.77
		PO-333553	404.37
195170	IPC USA	PO-331042	25,493.29
195171	LAGUNA CLAY CO	PO-332757	37.47
195172	ACCESS TECHNOLOGY SOLUTIONS	PO-333254	662.60
195173	AMS.NET INC	PO-333836	9,233.46
195174	APPLE COMPUTER INC	PO-332528	1,878.00
195175	BAVCO	PO-332892	138.78
195176	BRINKS INC.	PO-330101	162.60
195177	CAL-STATE AUTO PARTS INC	PO-331558	233.38
195178	CAPISTRANO GOLF CARS	PO-331446	1,108.21
195179	CLEAN SOURCE	PO-330168	118.58
195180	CROWN VALLEY TRANS	PO-331629	460.00
195181	CULVER-NEWLIN	PO-332924	1,122.66
		PO-332925	1,281.37
		PO-333139	270.00
195182	DELL MARKETING L P	PO-333715	13,824.30
195183	DEMCO INC	PO-333916	390.69
195184	EAI EDUCATION	PO-333759	143.23
195185	FOLLETT LIBRARY RESOURCES	PO-333118	325.75
195186	GOPHER ATHLETIC/SPORTS	PO-333455	1,170.43
195187	HEINEMANN PUBLISHING	PO-333921	847.83
195188	INSIGHT SYSTEMS EXCHANGE	PO-333648	1,010.29
		PO-333831	9,059.20
		PO-333832	1,463.25
		PO-333846	1,784.16
		PO-333874	905.92
195189	CITY OF SAN JUAN CAPISTRANO	PO-330226	3,951.86
195190	CONSOLIDATED ELECT DISTR	PO-330433	1,978.90
195191	MOULTON NIGUEL WATER	PO-330245	6,465.02
195192	SAN DIEGO GAS & ELECTRIC	PO-330248	28,272.61
195193	SANTA MARGARITA WATER	PO-330247	866.91
195194	SO CAL GAS CO	PO-330249	21,574.78
195195	SO COAST WATER DIST	PV-143487	10,349.96
195196	SOUTH COAST FIRE PROTECTION	PO-331245	500.00
195197	SOUTHERN CALIFORNIA EDISON	PO-330250	55,054.91
195198	WESTGROUP MANAGEMENT INC	PO-333583	1,377.50

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195199	WLC ARCHITECTS INC	PO-324660	5,575.05
		PO-334011	60,620.70
		PO-334012	44,245.78
		PV-143393	1,550.15
195200	WESTGROUP MANAGEMENT INC	PO-333583	7,500.00
195201	WESTGROUP MANAGEMENT INC	PO-333583	2,500.00
195202	BASTANI, ASAL	PV-143400	130.00
195203	BATES, COLE	PV-143401	90.00
195204	BLOSHTEIN, NICOLE	PV-143421	15.00
195205	CLOUTIER, MAIA	PV-143422	89.00
195206	DEFFEBACH, SEAN	PV-143423	114.00
195207	KELSEY, CRISTA	PV-143424	84.00
195208	RENKE, DAVID	PV-143425	117.00
195209	RICHMOND, ANDREW	PV-143426	12.00
195210	SKURNICK, RIAN	PV-143427	7.00
195211	AMERICAN LOGISTICS COMPANY LLC	PO-331258	15,985.75
195212	BACKSEAT DRIVER & ASSOC INC	PO-333824	3,000.00
195213	ENVIRONMENTAL NATURE CTR	PO-334063	774.00
195214	GRANT LINK	PO-334080	1,600.00
195215	HERITAGE MUSEUM OF OC	PO-333971	643.00
		PO-334099	473.00
195216	OCEAN INSTITUTE	PO-333964	400.00
		PO-333965	400.00
195217	TRANSPORTATION CHARTER SERVICE	PV-143481	4,350.00
195218	OPPORTUNITY FOR LEARNING	PV-143482	16.87
		PV-143484	10,658.90
195219	CITY OF SAN JUAN CAPISTRANO/	PV-143486	3,564.48
195220	ANTONIUS, LYNDIA	PV-143446	29.12
195221	AVILA, THERESE	PV-143447	117.60
195222	BENE, CHERI	PV-143448	251.44
195223	CAPANO, IGNAZIO	PV-143449	21.28
195224	COLLINGS, JANICE	PV-143450	61.04
195225	DAGLEY, JEANA	PV-143452	92.40
195226	DYE, JANETTE	PV-143453	20.16
195227	ENDER, PAMELA	PV-143454	87.92
195228	EXWORTHY, MARK	PV-143455	222.88
195229	FINNSSON, JAMIE	PV-143456	160.16
195230	GRAY, LISA	PV-143458	95.76
195231	GROSS, DEANNA	PV-143459	15.68
195232	HALL, SHEILA	PV-143460	196.00
195233	HERTZ, JANA	PV-143461	129.92
195234	HERVEY, ROBIN	PV-143462	89.60
195235	MCCORMICK, LENORE	PV-143463	25.76
195236	MEISSNER, ANDREA	PV-143464	286.16
195237	MOGUET, NICHOLAI	PV-143465	80.08

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195238	O'TONER, ERIC M	PV-143466	17.92
195239	PETTEY, STEPHANIE	PV-143467	106.40
195240	SANTOS, CHRIS	PV-143468	33.60
195241	SHAH, RANA	PV-143469	96.88
195242	SHOFNER, BRIANNA	PV-143470	149.52
195243	SIMPSON, LORI	PV-143471	217.28
195244	TABARI, LISA SEYEDI	PV-143473	119.28
195245	TERHUNE, CYNTHIA	PV-143472	176.96
195246	VAN DER WAL, KATRINA	PV-143474	38.08
195247	WALSH, EILEEN	PV-143475	85.12
195248	WEIS-DAUGHERTY, DENISE	PV-143476	143.92
195249	WENTZEL, KORY	PV-143478	132.16
195250	WHALEN, ANDREA	PV-143477	67.76
195251	WISEMAN, HOLLY	PV-143479	321.44
195252	YOTA, DENISE	PV-143480	42.56
195253	COPE, MARY	PV-143451	183.68
195254	FREY, DEBORAH	PV-143457	81.20
195255	BERRY, SCOTT AND/OR JAIME	PO-332396	1,179.36
195256	CORNERSTONE THERAPIES	PO-333158	200.00
195257	DEVEREUX TEXAS TREATMENT	PO-330679	13,106.11
195258	DEVEREUX TEXAS TREATMENT	PO-330678	9,931.56
195259	GARCIA, IRMA R.	PO-330003	3,909.60
195260	GRANDINETTE, SHARON M.	PO-331020	931.47
195261	HEAR NOW DBA ABRAMSON	PO-330719	3,931.25
195262	KIDS INSTITUTE FOR DEVELOPMENT	PO-332601	2,070.00
		PO-332857	361.86
195263	KRANTZ, TRICIA	PO-330483	2,923.20
195264	LCRA TRUST	PO-334071	910.00
195265	MARDAN CENTER OF ED	PO-330629	3,096.00
		PO-330652	3,096.00
		PO-331415	3,096.00
		PO-332004	2,752.00
		PO-333656	3,096.00
195266	MINGUS MOUNTAIN ACADEMY	PO-330677	10,764.00
		PO-333546	10,764.00

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Warrant Number	Name of Payee	Reference Number	Amount
195267	OCEANVIEW SCHOOL	PO-330634	4,056.00
		PO-330712	3,604.00
		PO-330727	2,548.00
		PO-330728	4,296.00
		PO-330729	4,296.00
		PO-330734	3,816.00
		PO-330735	3,604.00
		PO-330739	3,574.00
		PO-330740	3,784.00
		PO-331859	4,192.00
		PO-332001	2,968.00
		PO-332002	1,908.00
		PO-332362	3,604.00
		PO-332363	3,816.00
		PO-332387	4,084.00
		PO-332860	480.00
		PO-334060	2,756.00
		PO-334061	3,816.00
195268	PATRICIA MACDONALD AND	PO-330811	25.94
195269	PYRAMID AUTISM CENTER	PO-330628	4,725.00
195270	ROBERT & SHERIE SAMUELIAN	PO-333124	51,691.30
195271	ROZENBERG, ABBY	PO-333051	875.00
195272	SPEECH & LANGUAGE DEVELOPMENT	PO-330642	3,348.75
		PO-331680	5,380.00
		PO-331853	4,480.75
		PO-332858	4,496.50
195273	WESTSHIELD ADOLESCENT SERVICES	PO-330004	2,664.82
195274	CONTEMPORARY SERVICES CORP.	PO-332160	499.00
		PO-333224	1,141.25
195275	LCRA TRUST	PO-333435	11,156.25
195276	ACADEMYX, INC	PO-333694	695.00
195277	ISTE	PO-334076	378.00
195278	ORANGE COUNTY DEPT OF EDUCATIO	PO-332661	85.00
195279	SUNICO, MA REGINA	PV-143483	208.81
195280	TREJO, WHITNEY	PV-143485	340.00
195281	STATE BD EQUALIZATION	PV-143488	2,216.00
195282	US BANK	PO-331424	14,659.72
195283	CAPISTRANO UNIFIED SCHOOL DIST	PO-330320	58,396.88
195284	UNUM LIFE INSURANCE	PO-330339	9,329.76
195285	CORVEL CORPORATION	PO-330400	22,532.09
195286	MARBLESOFT SIMTECH	PO-332988	185.00
195287	MARKERBOARD PEOPLE	PO-332823	100.00
195288	MERCURY DISPOSAL SYSTEM INC	PO-331085	201.50
195289	MOBILE COMM REPAIR INC	PO-333574	816.48
195290	MOBILE FLEET WASH	PO-331873	13,724.50

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195291	MUSIC & ARTS	PO-330135	191.10
195292	NASCO WEST	PO-330542	105.36
		PO-333464	521.16
		PO-333685	696.67
195293	NATIONAL NETWORK OF DIGITAL	PO-331260	60.00
195294	ONE STOP BINDERY	PO-330150	250.00
195295	OVER NIGHT NUMBERING	PO-330149	121.50
195296	POSTMASTER PERMIT #44	PO-333932	20.00
195297	PRINT & FINISHING SOLUTIONS	PO-331540	81.53
195298	PRIORITY MAILING SYSTEMS	PO-330160	861.84
195299	PRUDENTIAL OVERALL SUP	PO-330144	131.44
195300	RINCON TRUCK PARTS	PO-334106	2,813.83
195301	SOUTH COAST FAMILY MEDI CENTER	PO-330710	545.00
195302	SOUTH COAST MEDICAL GROUP	PO-330715	55.00
195303	STARBUCK TRUCK REFINISHING INC	PO-334107	925.00
195304	WAXIE	-	
		PO-332997	15,984.55
195305	WAXIE	PO-332997	1,194.89
195306	WOODWIND AND BRASSWIND	PO-334010	1,069.74
		PV-143398	266.19
195307	ORANGE CTY DEPT EDUC	PO-331427	7,511.89
195308	SAN DIEGO GAS & ELECTRIC	PO-330248	56,881.84
195309	SANTA MARGARITA WATER	PO-330247	939.79
195310	SO CAL GAS CO	PO-330249	8,814.50
195311	SOUTH COAST FIRE PROTECTION	PO-331245	125.00
195312	SOUTHERN CALIFORNIA EDISON	PO-330250	23,017.48
195313	WEST COAST ARBORISTS INC.	PO-330432	15,147.00
		PO-331960	10,823.00
195314	APPLE COMPUTER INC	PO-333162	1,081.92
195315	AUDITORY INSTRUMENTS	PO-333450	5,319.69
		PO-333811	9,713.47
195316	B & H PHOTOGRAPHY	PO-333790	699.00
195317	BLU-WISE MGMT INC	PO-333729	219.78
195318	BUYEXTRAS.COM	PO-333925	714.42
195319	CDW GOVERNMENT	PO-330083	758.60
195320	CINTAS DOCUMENT MANAGEMENT	PO-331270	42.00
195321	COMPLETE OFFICE OF CA	PO-330100	439.43
		PO-330102	85.24
		PO-330330	151.15
		PO-331973	140.33
		PO-333713	25.91
195322	DENAULT'S HARDWARE	PO-331514	30.22
195323	DENAULT'S HARDWARE	PO-330201	47.46
195324	FREEWAY AUTO SUPPLY	PO-330860	410.56
195325	FRICTION MATERIALS CO.	PO-330870	9,391.89

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Warrant Number	Name of Payee	Reference Number	Amount
195326	GOLDEN STAR TECHNOLOGY INC.	PO-333215	95.74
		PO-333451	2,208.87
195327	GUITAR CENTER	PO-333895	396.01
195328	HENRY SCHEIN INC	PO-332976	3,926.35
195329	AMERICAN COUNCIL ON EDUCATION	PO-334167	1,069.50
195330	CALIFORNIA DEPT OF EDUCATION	PO-334168	1,980.00
195331	DENMARK ENTERPRISES	PV-143495	100.00
195332	ERC ROOFING	PV-143496	100.00
195333	GOSSELIN, ERIC	PV-143494	226.99
195334	LA HABRA FENCE CO INC	PV-143498	100.00
195335	PAINTING & DECOR, INC.	PV-143500	100.00
195336	Q FENCE AND FABRICATION LLC	PV-143499	100.00
195337	U.S. NATIONAL CORP.	PV-143497	100.00
195338	NATIONWIDE FIRE PROTECTION	PO-331673	345.17
195339	ORANGE COUNTY FIRE AUTHORITY	PO-334202	200.00
195340	PLAY & PARK STRUCTURES	PO-332896	24,039.27
195341	PRAXAIR	PO-330856	45.73
195342	TUTTLE-CLICK FORD	PO-331337	1,567.25
195343	PALI MOUNTAIN INSTITUTE	PO-334100	1,000.00
195344	XEROX CORPORATION	PO-331881	50,790.60
		PO-331884	214,697.33
		PO-331964	102,911.04
195345	ALTERNATIVE COMMUNICATIONS	PO-332951	520.00
195346	SOLIANT HEALTH INC	PO-331113	6,398.50
		PO-331114	6,733.50
		PO-333796	12,462.00
195347	STRUM, DENISE AND/OR ROBERT	PO-332821	559.81
		PO-334171	23.54
195348	WILLIAMS, MATTHEW	PO-332998	1,514.25
195349	!MATHWIZ	PO-332229	2,179.10
195350	CLUB Z! IN-HOME TUTORING	PO-332299	5,383.40
195351	CONTEMPORARY SERVICES CORP.	PO-331662	386.00
		PO-331901	1,037.50
		PO-333225	482.50
195352	CONVERSA INCORPORATED	PO-332392	1,710.00
195353	YMCA OF ORANGE COUNTY	PO-330790	61.18
195354	STROUD, KEITH R	PO-331423	301.00
195355	BARRETT, JANET S	PV-143501	26.77
195356	CA STATE COUNCIL FOR	PO-334131	260.00
195357	ELLIOT, EVANGELINE	PV-143502	37.18
195358	OCDE	PO-331701	99.36
195359	SCHOOL SERVICES OF CALIF	PO-333422	700.00
195360	SUPT OF SCHOOLS S D CO	PO-331652	55.00
195361	ATKINSON ANDELSON LOYA	PO-330562	5,640.34
195362	DANNIS WOLIVER KELLEY	PO-331679	1,609.65

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195363	STUTZ ARTIANO SHINOFF & HOLTZ	PO-331133	5,659.18
195364	CHLIC-CHICAGO	PO-330333	28,231.64
		PO-330336	15,445.02
195365	CORVEL CORPORATION	PO-330313	201,755.53
195366	SOUTHWEST SCHOOL SUPPLY	-	
		PO-330276	43.69
		PO-330277	2,553.45
		PO-330308	185.88
		PO-330315	21.60
		PO-330322	90.72
		PO-330328	685.90
		PO-330332	304.84
		PO-330338	140.16
		PO-330341	125.33
		PO-330349	145.19
		PO-330369	24.30
		PO-330388	88.64
		PO-330390	180.82
		PO-330391	860.99
		PO-330394	38.32
		PO-330395	873.60
		PO-330396	61.21
		PO-330397	1,198.04
		PO-330574	25.43
		PO-330670	2,391.99
		PO-330676	23.44
		PO-330693	515.22
		PO-330703	92.67
		PO-330706	57.28
		PO-330709	79.34
		PO-331299	283.26
		PO-331397	446.29
		PO-331399	195.44
		PO-331511	155.84
		PO-331512	263.24
		PO-331689	392.77
		PO-331866	259.19
		PO-331876	45.60
		PO-332496	241.19
		PO-332497	79.11
		PO-332499	366.66
		PO-332522	86.39

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Warrant Number	Name of Payee	Reference Number	Amount
195367	SOUTHWEST SCHOOL SUPPLY	PO-333191	37.75
		PO-333193	29.57
		PO-333205	72.41
		PO-333206	136.34
		PO-333296	45.36
		PO-333331	229.39
		PO-333343	51.82
		PO-333344	131.36
		PO-333345	37.75
		PO-333346	93.75
		PO-333398	233.52
		PO-333402	311.47
		PO-333963	56.46
		PO-334242	41.03
195368	SOUTHWEST SCHOOL SUPPLY	PO-331162	136.92
195369	A2Z SIGN CO.	PO-332913	158.40
195370	ACCURATE AIR ENGINEERING INC	PO-332340	436.22
195371	ADVANCED KEYBOARD TECH	PO-333394	240.80
		PO-333396	240.80
		PO-333906	240.80
195372	ALISO NIGUEL AUTO CARE	PO-332505	2,513.00
195373	APPLE COMPUTER INC	PO-333162	7,382.35
195374	BATTERY SYSTEMS	PO-330947	461.64
195375	BJ BINDERY	PO-330147	341.00
195376	BUSWEST	PO-333079	271.48
195377	BUYEXTRAS.COM	PO-333944	2,737.80
195378	CAPISTRANO GOLF CARS	PO-334194	357.07
195379	CINTAS FIRST AID & SAFETY	PO-331739	375.71
195380	COMPLETE OFFICE OF CA	PO-330384	376.24
		PO-331973	51.80
		PO-333629	22.87
195381	ESCO EAR SERVICE CORP	PO-334184	1,906.00
195382	GBC CONNECT	PO-333975	109.48
195383	HIRSCH PIPE & SUPPLY	PO-333591	1,065.73
195384	HYDRO-SCAPE PRODUCTS INC	PO-330416	240.00
195385	IMAGE 2000	PO-331721	101.56
195386	IPC USA	PO-331042	48,358.11
195387	J W PEPPER & SON INC	PO-330138	490.35
		PO-331921	129.59
		PO-333029	1,439.44
		PO-333521	335.30
195388	JIM'S MUSIC CENTER	PO-332946	976.86
195389	JOHN DEERE LANDSCAPES	PO-330417	402.91
195390	JOHNSTONE SUPPLY	PO-330418	3,145.14
195391	JOSTENS	PO-333229	1,899.28

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Warrant Number	Name of Payee	Reference Number	Amount
195392	KELLY PAPER COMPANY	PO-330151	2,068.72
195393	KNORR SYSTEMS INC	PO-331440	2,159.94
195394	LAWNMOWERS ETC	PO-331572	262.18
195395	ABOVE ALL NAMES CONSTRUCTION	PO-334198	18,404.45
195396	CITY OF SAN CLEMENTE	PO-330227	24,798.21
195397	CITY OF SAN JUAN CAPISTRANO	PO-330226	5,144.51
195398	CONSOLIDATED ELECT DISTR	PO-330433	275.98
195399	G.A. DOMINGUEZ	PO-333812	39,200.00
195400	MOULTON NIGUEL WATER	PO-330245	5,380.38
195401	SAN DIEGO GAS & ELECTRIC	PO-330248	60,729.79
195402	SO CAL GAS CO	PO-330249	580.55
195403	SOUTH COAST FIRE PROTECTION	PO-334203	135.00
195404	SOUTH COAST WATER DISTRICT	PO-334188	3,042.83
195405	LEGOLAND CALIFORNIA RESORT	PO-333775	936.00
		PO-334212	128.00
195406	MISSION SAN JUAN CAPISTRANO	PO-334214	276.00
195407	ORANGE COUNTY SHERIFFS	PO-334267	90.00
195408	SADDLEBACK VLY SCH DIST	PO-333697	1,884.00
195409	MOBILE MODULAR	PO-330403	610.00
195410	RMV COMMUNITY DEVELOPMENT, LLC	PV-143509	9,587.20
195411	CUSD REVOLVING CASH	CM-140089	0.84-
		CM-140090	0.81-
		CM-140091	0.80-
		CM-140092	0.84-
		CM-140093	95.00-
		CM-140094	95.00-
		CM-140095	95.00-
		PV-143523	2,488.57
195412	CUSD REVOLVING CASH	PV-143523	850.00
195413	CAPISTRANO UNIFIED SCHOOL DIST	PO-330320	70,896.44
195414	METROPOLITAN EMPLOYEES	PO-330327	20,850.00
		PO-330340	3,833,039.08
195415	CORVEL CORPORATION	PO-330400	12,428.21
195416	COX COMMUNICATIONS	PO-331049	35,325.82
195417	MIRACLE RECREATION EQUIPMENT	PO-333501	10.36
		PO-333577	3,201.39
195418	MIS TECHNOLOGIES	PO-333292	3,377.40
195419	MOBILE COMM REPAIR INC	PO-331099	558.90
195420	MR. M'S WORLD	PO-330701	911.71
195421	NEOPOST USA INC	PO-330438	395.28
195422	OCEANSIDE PHOTO & TELESCOPE	PO-333822	404.30
195423	P.W. GILLIBRAND CO. INC.	PO-334193	1,079.13
195424	PACIFIC GO NATURAL GAS	PO-330854	454.86
195425	PATHWAY COMMUNICATIONS LTD.	PO-333480	170.64
		PO-333664	3,532.90

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Warrant Number	Name of Payee	Reference Number	Amount
195426	PAXTON/PATTERSON	PO-333556	676.66
195427	PEARSON ASSESSMENTS	PO-333310	2,329.71
		PO-333744	85.60
		PO-333754	443.46
		PO-333911	1,665.15
195428	PEARSON EDUCATION	PO-333919	103.37
195429	THYSSENKRUPP ELEVATOR CORP	PO-333273	34,287.30
195430	TRAVIS SOFTWARE	PO-334268	3,379.00
		PO-334269	5,160.00
195431	ALPINE ACADEMY	PO-330127	11,291.60
195432	EBBING, CURTIS AND/OR MARYAM	PO-333515	596.96
195433	HERITAGE SCHOOLS INC	PO-330305	45.38
		PO-333120	10,200.24
195434	NEW HAVEN YOUTH & FAMILY	PO-332266	8,529.00
195435	PARADIGM HEALTH CARE SERVICES	PO-331416	11,407.91
195436	PROVIDENCE SPEECH AND	PO-333883	810.00
195437	PYRAMID AUTISM CENTER	PO-330628	4,050.00
195438	!#1 TOUCH-SCREEN TABLET	PO-332240	255.00
195439	*!!#1 AT-HOME TUTORS INC	PO-332237	1,605.63
195440	BASIC EDUCATIONAL SERVICES	PO-332298	1,622.50
195441	BESTGEN, MARY	PO-331851	586.67
195442	FRIENDLY COMMUNITY OUTREACH	PO-332228	1,050.00
195443	YMCA OF ORANGE COUNTY	PO-330780	12,150.00
195444	STEIN, CHRISTINE	PO-330563	2,380.00
195445	BARRETT, JANET S	PV-143513	16.99
195446	CAMPBELL, MEGAN	PV-143514	123.55
195447	CARRILLO, DEBBIE	PV-149634	469.14
195448	CASATO, JOHN	PO-334277	427.13
195449	EZRATTY, LISA	PV-143516	228.48
195450	FERRERA, CARLA	PV-143517	460.00
195451	GELSINGER, STEVE	PV-143518	67.20
195452	GLIDDEN, ERIN	PV-143519	199.90
195453	JONES, JOSEPH	PV-143520	67.20
195454	ORANGE COUNTY DEPT. OF ED	PO-333887	4,800.00
195455	PETERSON, SYLVIA	PO-334208	229.00
195456	PRUKOP, KAREN	PO-334209	229.00
195457	RICHARDS INST OF ED & RESEARCH	PO-334119	2,480.00
195458	SAFE SCHOOLS CONFERENCE	PO-334211	199.00
195459	TERPSTRA, TRACI	PV-143521	460.00
195460	TESKEY, KAREN	PV-143522	67.20
195461	WALSH, KATHLEEN	PO-334210	229.00
195462	MOBILE COMM REPAIR INC	PO-331139	129.60
195463	ORANGE COUNTY PROBATION DEPT	PO-331221	550.00
195464	R&S SOIL PRODUCTS INC	PO-333593	2,244.00

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Warrant Number	Name of Payee	Reference Number	Amount
195465	RADIO SHACK	PO-330197	38.78
		PO-330198	348.60
195466	RUFFS SAW SERVICE	PO-330146	48.00
195467	RUSCO INC	PO-330246	6,402.24
195468	SMART & FINAL	PO-330323	218.25
		PO-330366	162.72
		PO-330508	253.69
		PO-331513	81.88
		PO-331516	63.33
		PO-332028	113.16
		PO-332710	77.33
		PO-333148	299.95
		PO-333428	597.72
		PO-333728	278.60
195469	SPARKLETTTS	PO-330361	8.02
		PO-330697	19.43
		PO-331023	7.18
		PO-331024	30.50
		PO-331589	10.15
		PO-331590	91.09
		PO-331601	19.02
		PO-331653	12.37
		PO-332253	14.23
		PO-332254	11.28
195470	TARGET SPECIALTY PROD	PO-330415	2,903.86
195471	TECH4LEARNING	PO-333562	297.00
195472	THYSSENKRUPP ELEVATOR CORP	PO-331669	140.68
195473	TIFCO INDUSTRIES	PO-333278	990.50
195474	TIME-TEC INC	PO-334093	967.02
195475	TRIPLE A PUMPING & JETTING	PO-331531	1,721.00
195476	TRUCPAR CO	PO-330873	1,912.91
195477	TUTTLE-CLICK FORD	PO-331337	339.62
195478	ULINE	PO-330154	167.98
195479	UNIQUE SWEEPING	PO-331560	270.00
195480	UNITED RENTALS	PO-330208	2,221.56
195481	VANGUARD FLOORING, INC.	PO-333852	4,543.50
195482	WARDS NATURAL SCIENCE	PO-332655	26.66
		PO-334226	1,168.68
195483	WESTERN GRAPHIX	PO-331281	175.00
195484	WHITE CAP	PO-330181	629.86
195485	SMART & FINAL	PO-331154	166.54
		PO-331155	173.85

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Warrant Number	Name of Payee	Reference Number	Amount
195486	SPARKLETTTS	PO-331578	10.82
		PO-331580	14.92
		PO-331582	14.42
		PO-331583	3.08
		PO-331584	19.02
		PO-331585	12.87
		PO-331586	8.77
		PO-331587	3.64
		PO-331588	7.18
		PO-331591	10.82
		PO-331592	13.89
		PO-331594	23.69
		PO-331595	5.13
		PO-331596	12.41
		PO-331597	2.00
		PO-331637	12.87
		PO-331653	25.10
195487	1ST JON	PO-330413	128.20
195488	AARDVARK CLAY	PO-332692	790.89
195489	ABSOLUTE COMMUNICATIONS INC	PO-330243	151.20
195490	ANIMAL PEST MANAGEMENT SERVICE	PO-332103	4,445.00
195491	AVERY DENNISON	PO-334256	1,372.85
195492	BARRETT-ROBINSON INC	PO-331462	2,214.00
195493	BATTERIES PLUS	PO-330237	75.58
195494	BATTERY SYSTEMS	PO-330947	545.64
195495	BEE MAN	PO-331234	294.00
195496	CAESAR'S APPLIANCE	PO-333052	60.00
195497	COMPLETE OFFICE OF CA	PO-330718	21.59
		PO-331973	116.79
195498	CREATIVE CONTRACTORS CORP	PO-331142	550.00
		PO-332109	650.00
		PO-332906	650.00
		PO-333500	495.00
195499	DANIELS TIRE SERVICE	PO-330869	2,940.26
195500	DENAULT'S HARDWARE	PO-331514	104.11
195501	DENAULT'S HARDWARE	PO-330201	57.94
195502	DICK BLICK WEST	PO-333753	181.01
195503	DOHENY BUILDERS SUPPLY	PO-334296	499.38
195504	EBERHARD EQUIPMENT	PO-330162	772.13
195505	ECS IMAGING INC	PO-333548	5,125.39
195506	FEDERAL EXPRESS CORP	PO-330159	994.19
195507	HIRSCH PIPE & SUPPLY	PO-333591	897.39
195508	J W PEPPER & SON INC	PO-332203	63.99
		PO-333521	458.36
		PO-333920	1,496.33

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Warrant Number	Name of Payee	Reference Number	Amount
195509	JIM'S MUSIC CENTER	PO-333692	1,252.80
195510	JOHNSTONE SUPPLY	PO-330418	3,481.29
195511	LAWNMOVERS ETC	PO-331572	1,081.48
195512	LINGUI SYSTEMS INC	PO-333308	41.95
195513	ESSENTIAL EDUCATION	PO-333529	1,500.00
195514	IRON MOUNTAIN	PO-330399	214.67
195515	EXECUTIVE ENVIRONMENTAL SVCS	PO-334253	337.73
195516	ABOVE ALL NAMES CONSTRUCTION	PO-332583	5,515.50
		PO-333242	2,312.00
		PO-333805	3,543.60
195517	ALISO VIEJO COMMUNITY ASSN	PO-331965	1,853.54
195518	AMERICAN TECHNOLOGIES	PO-334265	78,999.34
195519	CITY OF SAN CLEMENTE PARKS/REC	PO-334165	20,474.79
195520	CITY OF SAN JUAN CAPISTRANO	PO-330226	1,967.55
195521	CONSOLIDATED ELECT DISTR	PO-330433	860.20
195522	CR&R INCORPORATED	PO-331121	16,215.42
195523	ORANGE COUNTY FIRE PROTECTION	PO-331675	1,222.82
195524	P A THOMPSON ENGR CO	PO-331566	876.06
195525	SAN DIEGO GAS & ELECTRIC	PO-330248	100,438.42
195526	SANTA MARGARITA WATER	PO-330247	1,973.54
195527	SO CAL GAS CO	PO-330249	32.97
195528	SOUTHERN CALIFORNIA EDISON	PO-330250	25,824.97
195529	WEST COAST ARBORISTS INC.	PO-331960	9,699.00
195530	BENHAM, MICHELLE	PV-143529	204.06
195531	CANEPA, LINDA CHIANG	PV-143528	20.00
195532	CHENAULT, MICHELLE	PV-143530	73.82
195533	GOSSELIN, ERIC	PV-143531	116.52
195534	GRAY, LISA	PV-143532	43.19
195535	KNAPP, GRAHAM	PV-143533	82.00
195536	LIM, SUSAN	PV-143534	18.00
195537	MAYEMURA, DEANNE	PV-143535	16.00
195538	MCALPIN, AUTUMN	PV-143536	18.00
195539	OKURA, KRISTEN	PV-143537	404.35
195540	SAWYER, PAMELA	PV-143538	96.11
195541	TILLEMA, KALANI	PV-143540	15.00
195542	YOGI, STACY	PV-143542	65.84
195543	WELCH, JANICE	PV-143541	325.65
195544	SCHWAB-KEARNEY, TANYA	PV-143539	26.33
195545	ADAMS, KARA	PV-143544	81.76
195546	ARKEE, SHEILA	PV-143545	322.56
195547	BOYD, VALERIE	PV-143546	124.99
195548	BUI, HONG	PV-143547	413.96
195549	CLARK, BRIAN OR YOLANDA	PV-143548	80.64
195550	COVINGTON, JEREMY & ALLISON	PV-143549	124.99
195551	CROWE, ROBERT AND/OR VIRGINIA	PV-143550	185.47

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Warrant Number	Name of Payee	Reference Number	Amount
195552	CROWELL, BRIDGETTE	PV-143551	530.43
195553	CUHADAROGLU, MEHMET OR BELGIN	PV-143552	1,068.48
195554	DALEY, BRIAN & NICOLE	PV-143553	94.08
195555	DESHAZER, ALEX OR DARCY	PV-143554	197.57
195556	EASTMAN, STEPHEN & TARA	PV-143555	532.22
195557	ELLIOTT, MICHAEL & ANDREA	PV-143556	807.31
195558	ESPINO, JUAN/MAYRA	PV-143557	41.33
195559	GARCIA, ROSALINA	PV-143558	387.07
195560	JOHNSON, EDWIN OR MELISS	PV-143559	363.78
195561	JUNCAJ, EMILIO & LESLI	PV-143560	112.90
195562	KESHWANI, BOB & JAYSHREE	PV-143561	1,354.07
195563	LAGAS, JASON & DANIELLE	PV-143562	83.78
195564	LE, CHAU & TRAN, TU	PV-143571	167.55
195565	LIDDLE, DREW & LESLIE	PV-143563	144.70
195566	LIEBERT, THOMAS &	PV-143564	64.51
195567	LOPEZ, CELESTES	PV-143565	297.92
195568	MACIBORSKI, MIKE OR STEPHANIE	PV-143566	157.70
195569	MARTIN, GINA	PV-143567	563.58
195570	MATHIESEN, DAN & TARA	PV-143568	207.87
195571	RICHMOND, HEIDI	PV-143569	146.94
195572	RITURBAN/JOHN PAUL & ANN	PV-143570	140.90
195573	YUEN, ALBERT & TONG, CHARLENE	PV-143572	123.65
195574	GODFREY, NICOLE	PV-143580	202.72
195575	MEISSNER, ANDREA	PV-143581	225.68
195576	WEBSTER, ANNE	PV-143582	248.64
195577	ALTERNATIVE COMMUNICATIONS	PO-332951	676.00
195578	BLIND CHILDREN'S LEARNING	PO-333160	2,774.50
195579	BOYS TOWN CALIFORNIA INC.	PO-330803	1,274.00
195580	HAWORTH, MARK OR JENNIFER	PO-331313	917.28
195581	KARPUS, DAVID AND MARY	PO-332943	599.76
195582	ORANGE CTY DEPT EDUC	PO-331412	312,702.88
195583	ROBERT & SHERIE SAMUELIAN	PO-334309	34,525.00
195584	TERI INC	PO-331991	3,377.36
195585	THERAPEUTIC EDUCATION CENTER	PO-330130	3,825.00
		PO-330631	652.00
		PO-330632	3,600.00
195586	WERTHEIMER-GALE & ASSOCIATES	PO-331854	78.00
		PO-331857	39.00
		PO-331858	58.50
		PO-333539	52.00
195587	WINGARD, RICHARD AND LORENA	PO-330831	500.00
195588	YELLOWSTONE BOYS & GIRLS RANCH	PO-330750	10,178.50
195589	QUINTESSENTIAL SCHOOL SYSTEMS	PO-334285	68,626.53
195590	CA LEAGUE MIDDLE SCHOOL	PO-333377	598.00
195591	FAGIOLI, ALYSON	PV-143573	124.00

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Warrant Number	Name of Payee	Reference Number	Amount
195592	GUINAN, ELLEN	PV-143574	190.00
195593	JOHNSON, CONSTANCE	PV-143575	189.99
195594	MALTBY, SHANNON	PV-143576	210.08
195595	ORANGE COUNTY DEPT OF EDUCATIO	PO-333077	100.00
195596	PEREZ, DEANNA	PV-143577	280.12
195597	SELECMAN, LANA	PV-143578	340.00
195598	UC REGENTS	PO-333705	185.00
195599	WORKABILITY 1 REGION 1	PO-334275	675.00
195600	PERMA-BOUND	PO-333510	2,656.72
195601	PITNEY BOWES/PRESORT SERVICES	PO-330153	179.31
195602	PLAYPOWER LT FAMINGTON INC.	PO-333503	3,648.23
195603	PRECISION SPEEDOMETER SR	PO-332984	138.41
195604	PRO-ED	PO-333673	308.00
195605	PRUDENTIAL OVERALL SUP	PO-331665	48.93
195606	PYRAMID WIRE & CABLE INC.	PO-330164	2,239.05
195607	QUALITY TOWING	PO-331565	591.00
195608	WATERLINES TECHNOLOGIES INC	PO-331136	1,371.88
195609	WAXIE	-	
		PO-331146	2,097.80
		PO-332997	23,425.79
195610	WAXIE	PO-332997	3,571.45
195611	PSC ENVIRONMENTAL SERVICES	PO-332102	608.09
		PO-333390	1,178.33
195612	OCEAN INSTITUTE	PO-332224	47,371.00
195613	SILVER STATE COACH INC.	PV-143579	1,697.91

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Warrant Number	Name of Payee	Reference Number	Amount
195614	SOUTHWEST SCHOOL SUPPLY	PO-330093	152.45
		PO-330095	133.12
		PO-330277	552.42
		PO-330332	127.36
		PO-330338	275.78
		PO-330385	24.00
		PO-330390	76.06
		PO-330391	11.98
		PO-330395	40.29
		PO-330396	18.73-
		PO-330397	604.39
		PO-330670	191.27
		PO-330676	217.70
		PO-330693	86.39
		PO-330709	100.40
		PO-331290	221.70
		PO-331299	69.75
		PO-331399	41.22
		PO-331689	48.36
		PO-331866	129.59-
		PO-331946	5.50-
		PO-332496	270.87
		PO-332500	657.68
		PO-332522	79.55
		PO-333205	170.46
		PO-333613	29.45
		PO-333633	800.44
		PO-333695	357.62
195615	SOUTHWEST SCHOOL SUPPLY	PO-331160	250.62
		PO-331162	1,097.86

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Warrant Number	Name of Payee	Reference Number	Amount
195616	SOUTHWEST SCHOOL SUPPLY	PO-330095	103.85
		PO-330277	30.96
		PO-330308	45.08
		PO-330338	52.49
		PO-330383	330.73
		PO-330390	59.83
		PO-330396	12.90
		PO-330397	662.45
		PO-330574	397.31
		PO-330670	468.32
		PO-330676	227.15
		PO-330693	58.95
		PO-330709	275.78
		PO-331290	48.76
		PO-331299	33.40~
		PO-331511	448.30
		PO-331512	168.88
		PO-331689	486.54
		PO-332206	56.33
		PO-332500	153.45
		PO-332522	137.74
		PO-333190	178.06
		PO-333205	377.46
		PO-333206	107.90
		PO-333296	212.38
		PO-333402	280.20
		PO-333518	313.91
		PO-333892	19.90
		PO-333922	40.22
		PO-333963	6.79
195617	SOUTHWEST SCHOOL SUPPLY	PO-331160	2,151.38
		PO-331162	2,665.97
195618	AKT INC	PO-334008	240.80
195619	BADEN SPORTS INC	PO-334001	556.96
195620	BOYCE INDUSTRIES	PO-330547	1,070.36
195621	BRAIN POP LLC	PO-333949	2,201.50
195622	CAPISTRANO CRANE SERVICE	PO-331285	555.00
195623	CASBO	PO-332939	250.00
195624	CHEF TOYS	PO-332734	293.33
195625	CHEFS TOYS	PO-332709	59.40
195626	CINTAS DOCUMENT MANAGEMENT	PO-331123	163.00
195627	CLASSROOM SUPPLY MART	PO-333990	199.84
195628	COSTCO S.J.C.	PO-332708	26.80
		PO-333725	138.76

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Warrant Number	Name of Payee	Reference Number	Amount
195629	CULVER-NEWLIN	PO-333575	2,190.24
		PO-333576	3,129.84
		PO-334132	8,922.96
195630	CURRICULUM ASSOCIATES	PO-334045	126.00
195631	DAVE BANG ASSOCIATES INC	PO-333496	6,076.80
		PO-333587	5,833.60
195632	DBQ PROJECT, THE	PO-333947	676.00
195633	DENAULT'S HARDWARE	PO-330863	146.35
195634	EVERYTHING MEDICAL LLC	PO-334123	722.41
195635	EXCEPTIONAL TEACHING INC	PO-333923	315.89
195636	FLINN SCIENTIFIC INC	PO-333954	1,053.55
195637	FRICTION MATERIALS CO.	PO-330870	467.48
195638	LAKESHORE LEARNING MATLS	PO-333953	134.33
		PO-334114	123.06
195639	LINGUI SYSTEMS INC	PO-334046	104.85
195640	CONSTRUCTIVE PLAYTHINGS	PO-333951	1,295.64
195641	CERTIFIED TRANSPORTATION	PV-143584	24,862.42
195642	DISCOVERY SCIENCE CENTER	PO-334141	360.00
195643	FESTIVAL OF MUSIC	PO-332773	7,325.00
195644	OCEAN INSTITUTE	PO-333637	2,050.00
195645	ABOVE ALL NAMES CONSTRUCTION	PO-331237	1,765.75
		PO-334195	7,550.00
195646	CONSOLIDATED ELECT DISTR	PO-330433	1,545.89
195647	E. STEWART AND ASSOCIATES	PO-330434	2,160.00
195648	PACIFIC PLUMBING COMPANY OF	PO-331262	7,677.07
195649	SAN DIEGO GAS & ELECTRIC	PO-330248	71,135.18
195650	SANTA MARGARITA WATER	PO-330247	7,618.03
195651	SO CAL GAS CO	PO-330249	5,585.53
195652	DAVID TAUSSIG ASSOC INC	PO-334303	717.32
195653	BAILEY, KIM	PV-143688	37.79
195654	BUCKMAN, JONATHAN T.	PV-143646	13.96
195655	DALEY, BRIAN & NICOLE	PV-143650	94.08
195656	FICKINGRE, EMILY	PV-143648	89.00
195657	GOSSELIN, ERIC	PV-143689	87.92
195658	HARRIS, SHANE	PV-143649	15.00
195659	KEELER, DEBRA	PV-143690	63.85
195660	LOGAN, CONNOR	PV-143691	30.00
195661	WIMBERLEY, DERESE	PV-143692	78.00
195662	CASARRUBIAS-QUINN, OLIVIA	PV-143647	8.62
195663	ADAMSON, CORAL	PV-143605	125.44
195664	BIRKINSHAW, SANDY	PV-143606	248.08
195665	CARDIN, PATTI	PV-143607	145.60
195666	CARUCCI, LINDSAY	PV-143608	61.60
195667	CAUDILL, AMANDA	PV-143609	194.32
195668	CHAUO, MARISSA	PV-143610	4.48

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Warrant Number	Name of Payee	Reference Number	Amount
195669	CHOI, EUN YOUNG	PV-143611	95.76
195670	CHRISTMAN-STURM, TRACY	PV-143612	62.72
195671	CLIFT, LYNNETTE I	PV-143613	87.36
195672	COPPAGE, CARRI	PV-143614	66.08
195673	ENGELSON, EMILY	PV-143615	114.24
195674	FERGUSON, ERIN	PV-143616	294.56
195675	FFRENCH, ANDREA	PV-143620	112.00
195676	FITZSIMMONS, KATHLEEN	PV-143617	109.20
195677	GILL, ARVINDER	PV-143619	97.44
195678	JOHNSON, DAWN	PV-143621	172.48
195679	JONES, JOSEPH	PV-143622	140.00
195680	LEWIS, SHARON A.	PV-143623	71.68
195681	MANDERBACH, KAREN	PV-143624	151.20
195682	NORMAN, ELLESSE	PV-143625	45.36
195683	NORRIS, MAUREEN	PV-143626	66.08
195684	NOYES, JANN	PV-143627	80.64
195685	PLACE, SUSAN	PV-143628	16.80
195686	RASHIDI, AKRAM KIM	PV-143629	75.60
195687	TAYLOR, JULIE	PV-143630	15.12
195688	TUNULI, JESSICA	PV-143631	25.20
195689	WOLFSON, DONNA	PV-143633	60.48
195690	WORKMAN, KEN	PV-143634	40.32
195691	WILBUR, SANDRA S	PV-143632	38.08
195692	MERCED, VERONICA G	PV-143701	162.99
195693	US BANK CORP PAYMENT SYSTEM	-	
		PV-143635	9,708.36
		PV-143636	4,889.43
195694	US BANK CORP PAYMENT SYSTEM	-	
		PV-143636	20,527.00
		PV-143651	586.05
		PV-143653	3,973.27
195695	US BANK CORP PAYMENT SYSTEM	PV-143653	826.68
		PV-143655	3,345.40
195696	VILORIA, ASIA	PV-143703	28.38
195697	YACCINO, MICHAEL J	PV-143702	276.00
195698	CAPISTRANO UNIFIED SCHOOL DIST	PO-330320	65,113.08
195699	CLASSROOM DIRECT/SCHOOL	CM-140096	38.23-
		PO-331344	12,948.27
195700	MUSIC & ARTS	PO-332277	420.88
195701	NCS PEARSON	PO-332337	2,951.64
195702	PATHWAY COMMUNICATIONS LTD.	PO-332928	255.97
195703	PRUDENTIAL OVERALL SUP	PO-330144	65.72
195704	SAF-COM SUPPLY	PO-331694	8,555.79
195705	SCHOLASTIC READING COUNTS	PO-333760	98.00
195706	SCHOOL HEALTH SUPPLY CO	PO-333956	1,263.82

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Warrant Number	Name of Payee	Reference Number	Amount
195707	SHAMROCK SUPPLY CO INC	PO-334058	1,152.18
195708	SIGNS BY CREATIONS UNLIMITED	PO-330193	717.12
195709	SINGAPORE MATH INC	PO-333900	74.15
195710	SMARDAN SUPPLY COMPANY	PO-330163	5,305.29
195711	SMOG EXPRESS	PO-331238	39.95
195712	SNAP-ON TOOLS INDUSTRIAL	PO-333981	4,777.38
195713	SOUND IMAGE	PO-331283	1,082.07
195714	SOUTH COAST ANSWERING SERVICE	PO-330191	354.91
195715	SOUTH COAST FAMILY MEDI CENTER	PO-330710	475.00
195716	SPICERS PAPER CO	PO-333490	24,498.05
		PO-334124	3,946.32
		PO-334170	10,575.36
195717	SPINITAR	PO-333688	302.69
195718	SPORTS FACILITIES GROUP INC	PO-331236	475.00
195719	STAPLES ADVANTAGE	PO-330278	159.60
		PO-330496	744.03
		PO-330572	63.18
		PO-330659	433.14
		PO-330671	194.13
		PO-330673	24.39
		PO-330694	265.24
		PO-330696	150.98
		PO-331358	19.35
195720	STARFALL EDUCATION	PO-334073	270.00
195721	STOELTING CO	PO-334044	124.37
195722	STUDENT SUPPLY	PO-333996	114.43
195723	THYSSENKRUPP ELEVATOR CORP	PO-331669	1,336.41
195724	UNITED STATES POSTAL SERVICE	PO-330158	35,000.00
195725	WATERLINES TECHNOLOGIES INC	PO-331136	5,343.02
195726	WHITE CAP	PO-330172	394.40
195727	YALE CHASE EQUIPMENT AND	PO-330952	837.50
		PO-332336	740.02
195728	STAPLES ADVANTAGE	PO-330523	3,779.46
		PO-330525	42.17
195729	STAPLES ADVANTAGE	PO-330525	42.16
195730	STAPLES ADVANTAGE	PO-330525	42.16
195731	DEVEREUX TEXAS TREATMENT	PO-330679	11,962.04
195732	DEVEREUX TEXAS TREATMENT	PO-330678	9,072.48
195733	GOODWILL INDUSTRIES OF ORANGE	PO-330755	12,135.00
		PO-332634	240.00
195734	NEW HAVEN YOUTH & FAMILY	PO-332266	2,318.00
		PO-332602	6,396.30
		PO-332856	121.32
195735	OCEANVIEW SCHOOL	PO-334304	1,520.00
195736	SPRAKER, GEORGE & HEATHER	PO-334308	11,000.00

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Warrant Number	Name of Payee	Reference Number	Amount
195737	SUNBELT STAFFING LLC	PO-333437	5,930.50
195738	APPLIED SCHOLASTICS INTL	PO-332305	200.00
195739	CAMPCO	PO-330832	2,911.43
195740	VAVRINEK TRINE DAY & CO LLP	CL-131065	2,000.00
		PO-334274	1,500.00
195741	CONTROLTEC INC	PO-334143	750.00
195742	BLANKENBILLER, MARIANNE	PV-143637	65.54
195743	DUNN, CAMILLE	PV-143638	120.00
195744	EAGLE SOFTWARE	PO-333475	1,125.00
		PO-333481	275.00
		PO-333736	1,650.00
		PO-333827	425.00
		PO-333937	550.00
195745	ESTER, JUDY	PV-143656	179.92
195747	HAMPTON, CLARK	PV-143639	303.00
195748	JENSEN, LORI	PO-334206	260.00
195749	JOCHAM, SARA	PV-143640	780.50
195750	MANION, MAUREEN	PO-334326	330.00
195751	MAYER, MARIAH	PV-143641	120.00
195752	MCALLISTER, HEATHER	PO-334278	178.41
195753	ORANGE COUNTY DEPT OF EDUCATIO	PO-333550	500.00
195754	PACKARD, JILL	PV-143657	154.92
195755	RADETZKY, ALEXANDER	PV-143659	67.20
195756	SCHROEDER, JANICE	PV-143642	1,325.54
195757	SCOTT, KAREN	PV-143658	174.32
195758	SOCIAL THINKING PUBLISHING	PO-333854	1,368.00
195759	WADA, LISA	PV-143643	47.82
195760	WOOD, MICHELLE	PO-334207	139.95
195761	WYNNE, LAUREN	PV-143644	291.66
195762	ALBELO, RAFAEL	PV-143660	20.16
195763	BLAIR, TAMMY	PV-143661	40.32
195764	BRACKMAN, MICHELLE	PV-143662	98.56
195765	BROWN, SUSAN	PV-143663	66.08
195766	CUNNINGHAM, CHADWICK	PV-143665	100.80
195767	DONNELLY, JOHN	PV-143664	50.96
195768	ELKINS, KAREN	PV-143666	175.84
195769	ENDER, PAMELA	PV-143667	151.20
195770	FLYNN, MARGARET	PV-143670	155.12
195771	FRIEDLANDER, DOROTHY	PV-143671	247.52
195772	GILMORE, SHELLY	PV-143672	104.72
195773	GLIDDEN, ERIN	PV-143673	11.20
195774	HANRATTY-RAJA, JENNIPHER	PV-143675	14.00
195775	HARRISON, EVA	PV-143676	50.40
195776	HAUN, BARBARA	PV-143677	395.36
195777	HERNANDEZ, MARLO	PV-143678	7.28

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Warrant Number	Name of Payee	Reference Number	Amount
195778	HOOPER, GWYNETH	PV-143679	26.32
195779	IMSLAND, TRACEY	PV-143682	54.88
195780	JIMENEZ, DENISE	PV-143680	111.44
195781	KENNEY, VALERIE	PV-143681	87.36
195782	LAIDLEY, JOANIE	PV-143683	170.80
195783	MORAND, CARA	PV-143684	146.16
195784	ORGILL, JANELL	PV-143685	170.80
195785	PANNING LA BATE	PV-143686	96.32
195786	SCHOOLER, DEBORAH	PV-143687	104.16
195787	SMITH, ANNE	PV-143694	190.40
195788	SOLTIS, PAMELA	PV-143695	219.52
195789	WACHMAN, TIFFANY	PV-143696	36.40
195790	WEINELL, CAROL	PV-143697	299.60
195791	WESTON, KELLY	PV-143698	78.40
195792	WOLFSON, MEGHAN	PV-143699	131.60
195793	ADVANTAGE RADIATOR	PO-331575	373.68
195794	ALISO NIGUEL AUTO CARE	PO-332505	697.42
195795	ALISO VIEJO AUTO SERVICE	PO-332067	507.81
195796	ALPHA SOUND AND LIGHTING	PO-332582	2,517.55
195797	AUDIO DYNAMIX	PO-334102	96.98
195798	B & H PHOTOGRAPHY	PO-334017	687.96
195799	BEE MAN	PO-331234	400.00
195800	BJ BINDERY	PO-330147	631.00
195801	BUYEXTRAS.COM	PO-334104	210.60
195802	CALIFORNIA WESTERN VISUALS	PO-333927	833.92
195803	CAMCOR INC	PO-333666	489.02
		PO-334016	8,386.83
195804	CAPISTRANO GOLF CARS	PO-331446	421.10
195805	CINTAS FIRST AID & SAFETY	PO-331130	335.67
195806	CMS COMMUNICATIONS INC	PO-330410	1,544.12
195807	CREATIVE CONTRACTORS CORP	PO-325108	2,400.00
		PO-331143	3,500.00
195808	CROWN VALLEY TRANS	PO-331629	7,080.24
195809	DISCOVERY EDUCATION	PO-334222	3,000.00
195810	DAVY VIOLINS, STEPHEN R	PO-332630	500.73
195811	MERCER TOOL CORP.	PO-333032	991.20
195812	MOBILE FLEET WASH	PO-334258	8,123.50
195813	NASCO WEST	PO-333924	103.03
195814	ONE STOP BINDERY	PO-330150	730.00
195815	ORANGE COUNTY REGISTER	PO-332768	505.14
195816	ORIENTAL TRADING CO	PO-333950	296.00
195817	SOUTH COAST FAMILY MEDI CENTER	PO-330392	210.00
195818	SOUTHWEST BINDING & LAMINATING	PO-333333	1,929.63
195819	TEACHER CREATED MATERIALS	PO-334148	98.36
195820	TEACHERS DISCOVERY	PO-334023	36.89

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195821	THE TURF AUTHORITY	PO-334297	4,775.00
195822	THERAPRO	PO-333600	42.40
		PO-333997	47.45
195823	TIME FOR KIDS	PO-333347	548.24
195824	TROXELL COMM INC	PO-333487	317.78
195825	ULINE	PO-334333	1,382.40
195826	UNITED RENTALS	PO-330208	34.56
195827	VERIZON WIRELESS	PO-330161	3,168.28
195828	WAL MART COMMUNITY/GEGRB	PO-330664	127.88
		PO-331692	98.38
		PO-331933	215.84
		PO-333420	275.00
		PO-333427	1,166.30
		PO-333856	290.21
195829	WATERLINES TECHNOLOGIES INC	PO-331136	2,106.97
195830	SPARKLETTTS	PO-331581	11.28
195831	WAL MART COMMUNITY/GEGRB	PO-331156	191.14
		PO-331157	42.68
195832	A Z BUS SALES INC	PO-333723	785.96
195833	AKT INC	PO-334149	240.80
195834	AMS	PO-330204	1,165.55
195835	B & H PHOTOGRAPHY	PO-334105	67.60
195836	BAYSCAN	PO-333616	138.70
195837	C D T INC.	PO-330401	918.25
195838	CALIFORNIA WESTERN VISUALS	PO-333522	35,468.83
195839	CAMCOR INC	PO-333801	399.37
195840	CDW GOVERNMENT	PO-334022	31.86
195841	COMPLETE OFFICE OF CA	PO-331973	26.53
		PO-333629	116.15
195842	DENAULT'S HARDWARE	PO-330201	173.24
195843	DUNN-EDWARDS CORP	PO-330229	791.65
195844	EXCEPTIONAL TEACHING INC	PO-334145	178.22
195845	FOLLETT LIBRARY RESOURCES	PO-333860	2,991.73
195846	FREEWAY AUTO SUPPLY	PO-330860	401.07
195847	GOLDEN RULE BINDERY	PO-334138	1,463.04
195848	GOLDEN STAR TECHNOLOGY INC.	PO-333787	95.74
		PO-333896	47.87
195849	GOPHER ATHLETIC/SPORTS	PO-334120	2,289.58
195850	HD SUPPLY FACILITIES MAINTN	PO-330233	239.14
195851	LINGUI SYSTEMS INC	PO-334172	140.00
195852	CALIF STEEPLEJACK & PAINTING	PO-333274	11,045.65
195853	CINTAS CORP #640	PO-331131	101.40
195854	DELL MARKETING L P	PO-333763	294.81
195855	DEWEYS HOME APPLIANCES	PO-331551	365.04
195856	EVERYTHING MEDICAL LLC	PO-334123	2,324.51

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Warrant Number	Name of Payee	Reference Number	Amount
195857	FISHER SCIENTIFIC	PO-332430	1,584.08
195858	GLEN PRODUCTS	PO-330167	2,291.02
195859	GOV CONNECTION INC	PO-334144	610.29
195860	HIRSCH PIPE & SUPPLY	PO-333591	3,073.68
195861	HYDRO-SCAPE PRODUCTS INC	PO-330416	318.67
		PO-333592	158.96
195862	IMAGE 2000	PO-331515	641.31
		PO-331550	95.00
195863	IPC USA	PO-331042	22,847.00
195864	J W PEPPER & SON INC	PO-330138	116.92
		PO-332203	57.42
		PO-333610	93.70
		PO-334002	130.36
195865	JOHN DEERE LANDSCAPES	PO-330417	1,749.51
195866	KELLY PAPER COMPANY	PO-330151	2,509.55
195867	KENNYS AUTO UPHOLSTERY	PO-331639	418.80
195868	KNORR SYSTEMS INC	PO-330165	393.17
		PO-331440	1,032.00
195869	LAWNMOWERS ETC	PO-331572	3,950.33
195870	LOCAL JANITORIAL & VACUUM	PO-330206	25.91
195871	BERGMAN DACEY GOLDSMITH	PO-332491	769.50
195872	CITY OF MISSION VIEJO	PO-334376	20,213.70
195873	CONSOLIDATED ELECT DISTR	PO-330433	2,290.58
195874	COUNTY OF ORANGE-WASTE MNGT	PO-330169	850.28
195875	MOULTON NIGUEL WATER	PO-330245	5,054.49
195876	PACIFIC PLUMBING COMPANY OF	PO-331262	2,983.18
195877	SAN DIEGO GAS & ELECTRIC	PO-330248	42,648.63
195878	SO CAL GAS CO	PO-330249	20,479.49
195879	CALIFORNIA WEEKLY EXPLORER INC	PO-330443	1,360.00
195880	DISCOVERING SCIENCE	PO-332788	3,060.00
195881	DISCOVERY SCIENCE CENTER	PO-334142	1,995.00
195882	ORANGE COUNTY DEPT OF EDUCATIO	PO-333161	1,997.00
195883	SEA WORLD SAN DIEGO	PO-332390	13,400.00
195884	TRANSPORTATION CHARTER SERVICE	PV-143715	10,816.15
195885	CHOI, YEON	PV-143728	70.61
195886	GRAY, LISA	PV-143729	71.79
195887	MCCORMICK, LENORE	PV-143731	7.55
195888	MOHEB, AHMAD	PV-143732	18.00
195889	RANCK, DIANA	PV-143733	18.00
195890	SAMPO, ERICA	PV-143734	95.00
195891	BRAHM, KATHLEEN	PV-143727	143.00
195892	JOHNSON, MARCIA	PV-143730	6.71
195893	DONNELLY, JOHN	PV-143736	62.72
195894	HENRY, LISA	PV-143737	14.00
195895	KAROLYS, ANDREA	PV-143738	271.04

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195896	KELLMAN, KATHLEEN	PV-143739	115.36
195897	LACHEMANN, DINA	PV-143740	76.16
195898	LUDLOW, JACK	PV-143741	12.32
195899	MATIENZO, NINA RIE	PV-143742	95.20
195900	MEISSNER, ANDREA	PV-143743	185.36
195901	METCALF, HENRY	PV-143744	77.28
195902	METTERT, LISA M	PV-143745	188.16
195903	MORRIS, LINDSEY	PV-143746	35.28
195904	PARKER, LAURA	PV-143747	137.76
195905	PERRY, CYNTHIA	PV-143748	36.96
195906	PETERSON, SUSAN	PV-143749	70.56
195907	PINKERTON, DAN	PV-143750	191.52
195908	ROBINSON, KHARA	PV-143751	107.52
195909	ROCHE, ANN	PV-143752	211.68
195910	RODRIGUEZ, NASCINA	PV-143753	105.84
195911	SCOTT, KATHY	PV-143754	62.72
195912	SIELING, TARA	PV-143755	33.60
195913	ST. JOHN, ANDREA	PV-143756	34.72
195914	STRONG, KARYN	PV-143757	166.32
195915	STURDEVANT-BROWN, LORI	PV-143758	106.40
195916	TAYLOR, JULIE	PV-143759	178.64
195917	TRUEBLOOD, MELINDA	PV-143760	129.36
195918	UMINSKY, ALMA	PV-143761	62.72
195919	VARGAS, DAVID	PV-143763	318.08
195920	WHITE, BRANDI	PV-143762	148.96
195921	WILLIAMSON, JACOB	PV-143764	76.16
195922	WYNNE, LAUREN	PV-143765	56.00
195923	AZPETITIA, ROSALBA	PV-143735	33.60
195924	ANTONIUS, LYNDIA	PV-143766	59.36
195925	BOLLA, BRENDA	PV-143767	118.72
195926	BRANNON, DESIREE	PV-143768	114.80
195927	BROOKMAN, JOSEPH	PV-143769	264.88
195928	BUCKMAN, JENNIFER	PV-143770	122.64
195929	CAMPBELL, MEGAN	PV-143771	11.76
195930	CROSS, MINDY	PV-143772	247.52
195931	DARAKJIAN, CAROLE	PV-143806	136.64
195932	FARRAND, MONA	PV-143773	104.72
195933	GINSBERG-BROWN, CLAUDIA	PV-143774	30.80
195934	GOLDBECK, MELISSA	PV-143775	54.88
195935	GONG, PHOEBE	PV-143779	155.68
195936	HACKER, COLIN	PV-143776	267.68
195937	HARMAN, NANCY	PV-143777	167.44
195938	HARVEY, LAUREN	PV-143778	137.20
195939	HEUSER, RACHEL	PV-143780	346.08
195940	HILL, DAWN	PV-143781	162.40

Board of Trustees Warrant Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....APRIL 23, 2014

Warrant Number	Name of Payee	Reference Number	Amount
195941	HOWARD, ANDREA	PV-143782	213.92
195942	KIMMELL, JULIE	PV-143783	145.60
195943	LUEHE, CHRISTOPHER	PV-143784	102.48
195944	O'TONER, ERIC M	PV-143785	71.68
195945	PRIMICIAS, MELISSA	PV-143786	86.80
195946	RUSINKOVICH, CHERYL	PV-143787	49.84
195947	SELECMAN, LANA	PV-143788	76.16
195948	WADA, LISA	PV-143789	18.48
195949	YOTA, DENISE	PV-143790	35.28
195950	ALTERNATIVE COMMUNICATIONS	PO-332951	910.00
195951	LESLIE AND JAMES NEEDHAM	PO-334356	4,000.00
195952	MACNAMARA DANIEL & ALICIA	PO-333313	194.15
195953	MILLER, KAREN	PO-330752	2,500.00
195954	PARADIGM HEALTH CARE SERVICES	CL-131794	21,487.50
		PO-331416	7,500.00
195955	ROBERT & SHERIE SAMUELIAN	PO-333124	4,206.56
195956	SPEECH & LANGUAGE DEVELOPMENT	PO-330642	3,213.25
		PO-331680	4,760.88
		PO-331853	1,740.25
		PO-332858	3,756.50
195957	STIER, MARK & SHANNON	PO-333914	3,800.00
195958	STRIEGL, MICHAEL AND KIMBERLY	PO-333979	2,500.00
195959	STEIN, CHRISTINE	PO-330563	1,904.00
195960	BARBER & GONZALES CONSULTING	PO-330761	9,869.64
195961	PROFESSIONAL TUTORS OF AMERICA	PO-332309	8,364.00
195962	REBECCA ROMO	PO-330922	1,267.50
195963	YMCA OF ORANGE COUNTY	CL-131067	4,800.00
195964	BROOKS, MICHAEL G.	PV-143807	220.00
195965	COULSTON, JENIFER	PV-143798	340.00
195966	ERICKSON, DANA	PV-143799	57.02
195967	GARCIA, JERI	PV-143800	1,014.22
195968	GINSBERG-BROWN, CLAUDIA	PV-143801	31.14
195969	LEDERMAN, SUE	PV-143802	189.99
195970	ORANGE COUNTY DEPT OF EDUCATIO	PO-333636	500.00
		PO-333770	125.00
		PO-333826	250.00
		PO-334000	375.00
195971	PETTEY, STEPHANIE	PV-143803	570.35
195972	PINKERTON, DAN	PV-143804	356.63
195973	RAMOS, LISA	PO-334316	62.92
195974	STANGARONE, STACI	PV-143805	66.47
195975	VAL VERDE USD - SELPA	PO-331654	150.00
195976	BEST BEST & KRIEGER LLP	PO-325201	842.00
195977	LOYER, LAW OFFICES OF KATHLEEN	PO-334400	4,000.00
195978	CAPISTRANO UNIFIED SCHOOL DIST	PO-330320	68,014.66

Board of Trustees Warrant Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....APRIL 23, 2014

Warrant Number	Name of Payee	Reference Number	Amount
195979	CORVEL CORPORATION	PO-330400	33,713.26
		997 Warrants	\$8,427,325.21

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

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

Attachment 3

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

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

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

VENDOR	TITLE	BOARD APPROVAL DATE
Digital Networks Group, Inc.	California Multiple Award Schedule Contract No. 3-12-70-2070E, General Services Administration Schedule No. GS-35F-0563U, Resale of Cisco Products and Cisco Branded Service	1/23/2013
Diversified Metal	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Dolinka Group	RFQ No. 5-1314 Developer Fee Consultant Services	10/9/2013
Dominos Pizza	Bid No. 1112-07 Pizza Service	8/24/2011
E. Stewart & Assoc, Inc.	Bid No. 1213-02 - Weed Abatement	5/23/2012
Fieldman Rollapp & Associates	RFQ No. 8-1011, Financial Advisory Services	1/9/2012
First Student, Incorporated	RFP No. 1314-15, Co-Curricular Bus Service	12/11/2013
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**

VENDOR	TITLE	BOARD APPROVAL DATE
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**

VENDOR	TITLE	BOARD APPROVAL DATE
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 4/1/14

2013-14

112650	A & R WHOLESALE DISTRIBUTORS	1,397,250.27
145322	AMS.NET INC	476,172.65
112173	ASCIP	1,836,962.00
049767	BENS ASPHALT	867,324.88
118161	CAPISTRANO CONNECTIONS ACADEMY	7,646,475.76
130027	CAPISTRANO UNIFIED	2,587,493.91
120141	CAPISTRANO UNIFIED SCHOOL DIST	2,497,053.72
016335	CAPO VALLEY WATER DIST	267,701.22
015900	CAPO-LAGUNA BEACH ROP	1,615,393.02
043026	CIGNA	402,324.66
018870	CITY OF SAN CLEMENTE	275,928.81
146265	COMMUNITY ROOTS	1,484,008.22
142967	CORVEL CORPORATION	367,866.45
122828	CORVEL ENTERPRISE COMP INC	2,192,312.45
130047	HOLLANDIA DAIRY INC.	401,470.34
148747	ILLUMINATE EDUCATION INC.	263,808.00
144310	INSIGHT SYSTEMS EXCHANGE	317,162.99
144880	IPC USA	572,293.96
105873	JOURNEY CHARTER SCHOOL	1,294,907.00
120832	METROPOLITAN EMPLOYEES	37,460,432.08
061270	MOULTON NIGUEL WATER	304,064.22
143679	NETWORK HARDWARE RESALE	262,446.00
100369	OCEANVIEW SCHOOL	401,572.00
113144	OPPORTUNITY FOR LEARNING	1,380,987.41
066570	ORANGE COUNTY DEPT OF EDUC	3,660,750.79
146264	OXFORD ACADEMY	3,174,852.48
078255	SAN DIEGO GAS & ELECTRIC	4,630,991.32
079190	SANTA MARGARITA WATER	254,548.79
081031	SCOTT FORESMAN	484,952.86
084100	SO CA GAS CO	362,824.60
122718	SOUTHERN CALIFORNIA EDISON	1,216,733.56
084770	SOUTHWEST SCHOOL SUPPLY	266,836.05
102879	US BANK	1,606,846.65
147868	US BANK	2,517,589.41
036075	W W GRAINGER INC	423,141.36
099210	XEROX CORPORATION	1,673,821.57

DONATION OF FUNDS
April 23, 2014

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Wells Fargo Community Support Program	\$50.00	Instructional Materials and Supplies	Aliso Niguel High School
Aliso Niguel High School PTSA	\$2,656.72	Library Books	Aliso Niguel High School
DonorsChoose.Org		Apple TV	Aliso Niguel High School
Amazon Services	\$192.87	Non-Instructional Materials and Supplies	Aliso Viejo Middle School
Ms. Michelle Gentile	\$50.00	Instructional Materials and Supplies	Arroyo Vista K-8 School
Arroyo Vista Science Boosters	\$1,000.00	Science Camp Deposit for 2014-2015 School Year	Arroyo Vista K-8 School
Bergeson Foundation Science Camp Funds	\$20.70	Playground Balls for PE	Bergeson Elementary School
Bergeson Foundation Mandarin Immersion Program	\$11,393.08	Singapore Math Books	Bergeson Elementary School
Bergeson Foundation Mandarin Immersion Program	\$500.00	Dual Language Conference Sub Pay	Bergeson Elementary School
Iverson & Olsen Orthodontics	\$44.00	Non-Instructional Materials and Supplies	Bernice Ayer Middle School
Bernice Ayer Middle School PTSA	\$1,684.00	World Book Online Subscription	Bernice Ayer Middle School
San Clemente Junior Woman's Club	\$600.00	Non-Instructional Materials and Supplies	Bernice Ayer Middle School
United Way Silicon Valley	\$60.00	Instructional Materials and Supplies	Canyon Vista Elementary School
California Community Foundation	\$1,000.00	Science Department	Capistrano Valley High School
Capistrano Valley High School Boys Volleyball	\$166.00	AED Refresh	Capistrano Valley High School
CR&R, Inc.	\$735.56	Water Bottle Recycling	Castille Elementary School
Castille Elementary School PTA	\$600.00	STEAM Course	Castille Elementary School
Castille Elementary School PTA	\$600.00	Junior Olympics	Castille Elementary School
Castille Elementary School PTA	\$5,000.00	Instructional Aide	Castille Elementary School
Target Take Charge of Education	\$1,982.80	Non-Instructional Materials and Supplies	Castille Elementary School
Castille Booster Club	\$25,000.00	Outdoor Science School	Castille Elementary School
Castille Booster Club	\$1,190.00	Math Olympiads	Castille Elementary School
Kelley Franchise, Inc.	\$114.00	Non-Instructional Materials and Supplies	Chaparral Elementary School
Ladera Ranch Education Foundation	\$21,000.00	Instructional Materials and Supplies	Chaparral Elementary School
Clarence Lobo Elementary School PTA	\$1,025.63	Non-Instructional Materials and Supplies	Clarence Lobo Elementary School
Clarence Lobo Elementary School PTA	\$552.00	4th Grade Field Trip to Mission	Clarence Lobo Elementary School
Clarence Lobo Elementary School PTA	\$150.00	4th Grade Field Trip Transportation Fee	Clarence Lobo Elementary School
Teamsters Union Local 952	\$500.00	2014 Classified Employee of the Year Event	Communications Department
Iverson & Olsen Orthodontics	\$25.00	Non-Instructional Materials and Supplies	Concordia Elementary School
Concordia Elementary School PTA	\$128.00	Legoland Field Trip Chaperones	Concordia Elementary School
AYSO		7' x 21' Soccer Goals	Concordia Elementary School
Crown Valley Science Camp Foundation	\$12,675.29	Outdoor Science School	Crown Valley Elementary School
OSCA	\$872.00	Teacher Stipend	Crown Valley Elementary School
Crown Valley Elementary School PTA	\$9,169.08	Meet the Masters, Ocean Institute, California Weekly	Crown Valley Elementary School
Del Obispo Elementary School PTA	\$165.00	Field Trip Transportation Fees	Del Obispo Elementary School
Rancho Mission Viejo Land Trust	\$206.25	Field Trip Transportation Fees	Del Obispo Elementary School
Friends of the Sea Lion, Inc.	\$165.00	Field Trip	Del Obispo Elementary School
Friends of the Sea Lion, Inc.	\$165.00	Field Trip Transportation Reimbursement	Del Obispo Elementary School
Don Juan Avila Elementary School PTA	\$17,000.00	Librarian	Don Juan Avila Elementary School
Don Juan Avila Elementary School PTA	\$12,000.00	Field Trip Admission and Transportation Fees	Don Juan Avila Elementary School

EXHIBIT 23

DONATION OF FUNDS
April 23, 2014

DONATED BY	AMOUNT	PURPOSE	SCHOOL
City of Aliso Viejo	\$2,500.00	Staffing for Homework Club	Don Juan Avila Middle School
George White Elementary School PTA	\$741.00	Kindergarten Science Assemblies	George White Elementary School
George White Elementary School PTA	\$1,814.00	Knotts Gold Rush Field Trip Admission	George White Elementary School
George White Elementary School Booster Club	\$24,000.00	SMART Boards	George White Elementary School
John S. Malcolm Elementary School PTA	\$3,123.01	4th Grade Field Trips	John S. Malcolm Elementary School
Kelley Franchise, Inc.	\$52.00	Save the Music Program	Ladera Ranch Elementary School
CR&R, Inc.	\$952.80	Instructional Materials and Supplies	Ladera Ranch Middle School
CR&R, Inc.	\$922.20	Instructional Materials and Supplies	Ladera Ranch Middle School
Iverson & Olsen Orthodontics	\$34.00	Instructional Materials and Supplies	Laguna Niguel Elementary School
Pacific Life Foundation	\$2,500.00	Accelerated Reader Licensing for 14/15 School Year	Las Flores Elementary School
Las Flores Elementary School PTA	\$66.74	Non-Instructional Materials and Supplies	Las Flores Elementary School
Mrs. Rachel Gluzman	\$150.00	Early Childhood Programs	Learning Link - Hidden Hills
Mr. and Mrs. Terry Wigglesworth	\$125.00	Early Childhood Programs	Learning Link - Las Palmas
Marblehead Elementary School PTA	\$1,746.00	Field Trip to Tanaka Farms	Marblehead Elementary School
Marblehead Elementary School PTA	\$1,881.00	Art Masters - Third Installment	Marblehead Elementary School
Moulton Elementary School PTA	\$2,235.00	Field Trip Admission and Transportation Fees	Moulton Elementary School
Moulton Elementary School PTA	\$1,780.00	Field Trip Admission and Transportation Fees	Moulton Elementary School
Mr. and Mrs. Lee Penrose	\$168.98	Garden Plants	Newhart Middle School
Newhart Middle School PTA	\$2,434.20	Five iPads	Newhart Middle School
Wells Fargo Community Support Program	\$100.00	Technology	Newhart Middle School
Oso Grande Elementary School PTA	\$385.30	Non-Instructional Materials and Supplies	Oso Grande Elementary School
Microsoft Matching Gifts Program	\$170.00	Instructional Materials and Supplies	Oso Grande Elementary School
Pacific Life Foundation	\$2,500.00	ELMO and LCD in Special Education Classroom	Palisades Elementary School
Philip Reilly Elementary School PTA	\$90.00	Field Trip Substitute Teacher	Philip Reilly Elementary School
Sanjay Grover, MD		3 Dell Flat Screen Monitors	Philip Reilly Elementary School
RH Dana Elementary School PTA	\$888.00	Field Trip Admission and Transportation Fees	RH Dana Elementary School
RH Dana Elementary School PTA	\$500.00	4th Grade Field Trips	RH Dana Elementary School
Vending Plus	\$64.21	Instructional Materials and Supplies	RH Dana ENF
Voice Solutions		Assistive Technology Equipment	RH Dana ENF
Wells Fargo Educational Matching Gift Program	\$500.00	Car Seats for Teen Parent Program	Serra High School
Shorecliffs Middle School PTA	\$1,494.94	Furniture for Computer Lab and Library	Shorecliffs Middle School
Iverson & Olsen Orthodontics	\$25.00	Instructional Materials and Supplies	Shorecliffs Middle School
San Clemente Junior Woman's Club	\$600.00	Technology Upgrades in the Computer Lab	Shorecliffs Middle School
Shorecliffs Middle School Educational Foundation	\$338.04	Library Computer	Shorecliffs Middle School
Wells Fargo Community Support Program	\$50.00	Instructional Materials and Supplies	Tesoro High School
Pacific Life Foundation	\$3,000.00	Google Chrome Books for Teachers	Tesoro High School
Friends of the Sea Lion - Pacific Mammal Center	\$495.00	Field Trip Transportation Reimbursement	Tijeras Creek Elementary School
Tijeras Creek Elementary School PTA	\$295.00	Field Trip Transportation Fees	Tijeras Creek Elementary School
Freedom Communications	\$300.00	Intervention	Tijeras Creek Elementary School
Tijeras Creek Booster Club	\$16,195.00	Outdoor Science School - 1st Payment	Tijeras Creek Elementary School

DONATION OF FUNDS
April 23, 2014

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Insight Systems		1 Refurbished Dell Latitude and Power Adapter	TIS Department
Gen Youth Foundation	\$2,500.00	P.E. Equipment	Truman Benedict Elementary School
Truman Benedict Elementary School PTA	\$3,223.36	23 Scanners	Truman Benedict Elementary School
Forster Ranch Education Foundation	\$4,621.00	Field Trip Transportation Fees	Truman Benedict Elementary School
Jamba Juice	\$75.00	Field Trip Transportation Fees	Truman Benedict Elementary School
Liberty Synergistics		Blank CD's	Truman Benedict Elementary School
Juice it Up	\$546.00	Instructional Materials and Supplies	Vista del Mar Elementary and Middle School
Vista del Mar Elementary School PTA	\$45,301.00	Outdoor Science School	Vista del Mar Elementary School
Vista del Mar Elementary School PTA	\$1,554.00	Outdoor Science School Teacher Stipends	Vista del Mar Elementary School
Vista del Mar Elementary School PTA	\$990.00	Field Trip Transportation Fees	Vista del Mar Elementary School
Vista del Mar PTA	\$11,870.00	Field Trips	Vista del Mar Elementary School
MAKO Educational Foundation	\$1,571.82	Technology Supplies	Vista del Mar Elementary School
Vista del Mar Elementary School PTA	\$350.00	ELMO Projector Lightbulbs	Vista del Mar Middle School
Vista del Mar PTA	\$1,470.00	Instructional Materials and Supplies	Vista del Mar Middle School
MAKO Educational Foundation	\$1,628.32	Common Core Training Sub Coverage	Vista del Mar Middle School
Pacific Life Foundation	\$100.00	Vista del Mar Middle School ASB	Vista del Mar Middle School
San Clemente Junior Woman's Club	\$600.00	Instructional Materials and Supplies	Vista del Mar Middle School
Wagon Wheel Elementary School PTA	\$811.72	Instructional Materials and Supplies	Wagon Wheel Elementary School
Total	\$282,866.62		

**APRIL 23, 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
PSA	1314172	3	Special Ed	Business Interprise Professionals, LLC	Provide Mental and Behavioral Health Services	4/24/2014-6/30/2014	\$ 6,000.00
ICA	1314173	4	Education	Building Block Entertainment, Incorporated	Provide School Assembly Performances That Teach	4/24/2014-6/30/2014	\$ 895.00
FSA	1314166	5	SJHHS	Sports Facilities Group, Incorporated	Provide and Install Daktronics Brand Baseball Scoreboard	4/24/2014 Upon Completion of Work	\$ 56,725.00
TOTAL							\$ 63,620.00

NEW AGREEMENT RATIFICATIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
ICA	1314167	5	M&O	Facilities Protection System	Maintenance Agreement for Fire Suppression Systems at the Education Center	4/01/2014-6/30/2015	\$ 3,402.00
ICA	1314168	5	M&O	Assured Fire Systems, Incorporated	Fire Sprinkler and Fire Hydrant Inspections, Certifications and Repairs	4/01/2014-6/30/2015	\$ 60,000.00
PSA	1314169	3	Special Ed	StaffRehab	To Provide Speech Language Pathology Services as Directed by the District	3/18/2014-6/30/2014	\$ 20,000.00
FSA	1314170	5	M&O	West Coast Environmental	Abatement Services for Mold at Bergeson Elementary School	4/01/2014 Upon Completion of Work	\$ 17,170.00
FSA	1314171	5	M&O	Steve Gaskey	Repair and Modification to three Existing Gas Kilns in Outdoor Ceramics/Sculpture Area at Capistrano Valley High School	4/01/2014 Upon Completion of Work	\$ 12,715.00
ICA	1314174	3	Education	City of San Clemente	Provide a Recreation Program Organizing Exercise Activities During Lunch Periods	4/14/2014-4/13/2015	\$ 1,200.00
FSA	1314175	5	M&O	Prosurface	Routine and Usual Maintenance for the Preservations and Protection of Six (6) Tennis Courts at Capistrano Valley High School	4/1/2014 Upon Completion of Work	\$ 34,494.00
ICA	1314179	5	Early Childhood Development	The Great American Lunch Box	Provide Food Service at J Serra High School Cal Safe Infant/Toddler Program	2/1/2014-6/30/2014	\$ 4,000.00
TOTAL							\$ 152,981.00

EXHIBIT 24

APRIL 23, 2014, BOARD MEETING
DISTRICT STANDARDIZED

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

EXTENSIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
ICA	1213201	3	Education	Active Learning	Provide After School Dance Education Activities	5/01/2014-4/30/2015	\$ 2,000.00
PSA	1213195	5	General	Best, Best and Krieger, LLP	Provide General Legal Services as Requested by the District	4/25/2014-4/24/2015	\$ 50,000.00
ICA	1213192	5	Title II	Beyond Technology	Provide Professional Development course Instructing Classroom Teachers on Technology Integration	4/25/2014-4/24/2015	\$ 15,000.00
ICA	1213196	5	General	TargetSuccess, Incorporated	Train and Re-Certify Administrators and District Personnel in TargetSuccess Teacher Interview Certification	5/9/2014-5/08/2015	\$ 19,000.00
PSA	1213200	3	Special Ed	Mitchel D. Perlman Phd, Incorporated	Provide Psychoeducational Assessments, Report Writing, Discussion of Results, Collaboration/Consultation with Other professional, Telephone Calls, and IEP Attendance	5/1/2014-6/30/2014	N/A
TOTAL							\$ 86,000.00

EXTENSION RATIFICATIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION	FINANCIAL IMPACT
ICA	1213193	3	Title II	Eagle Software	Provide Master Schedule Consulting Sessions	4/17/2014-4/16/2015	\$ 2,500.00
TOTAL							\$ 2,500.00

AMENDMENTS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION	FINANCIAL IMPACT
PSA	1213037	3	Special Ed	Susan Berkowitz	Augmentative /Alternative Communication Technology Evaluation	Increase Contract from \$4,000 to \$5,000	\$ 1,000.00
MCA *	1314032	3	Special Ed	Ocean View	Counseling, Language and Speech Therapy and Psychological Services	Increase Contract from \$650,000 to \$750,000	\$ 100,000.00
MCA *	1314157	3	Special Ed	Beacon Day School	Basic Education Program/Special Education Instruction	Increase Contract Amount from \$35,000 to \$100,000	\$ 65,000.00
TOTAL							\$ 166,000.00

APRIL 23, 2014, BOARD MEETING
DISTRICT STANDARDIZED

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

AMENDMENT RATIFICATIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION	FINANCIAL IMPACT
ICA	1314142	5	General Fund	Quintessential School Systems	Provide Customized QSS/QCC Training to District Staff	1/9/2014-1/08/2015	\$ 4,000.00
ICA	1314060	3	PTA	Campco Day Camps	After School Education and Safety Program	Increase contract Amount from \$18,380 to \$22,265	\$ 3,885.00

TOTAL \$ 7,885.00

ICA - Independent Contractors Agreement

PSA - Professional Services Agreement

MC- Master Contract

Pillar 1 Community Relations

Pillar 2 Safe & Healthy Schools

Pillar 3 Academic Achievement & Enrichment

Pillar 4 Character Development

Pillar 5 Effective Operations

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



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of April 24, 2014 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the consultant listed below ("**Consultant**"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

BUSINESS INTERPRISE PROFESSIONALS, LLC

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$6,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing April 24, 2014 through June 30, 2014 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONSULTANT

Signature: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

FEIN/SSN _____

Exhibit A

Fee Rate for Services

Business Interprise Professionals, LLC

Ernest Proud, Ph.D.

8118 E. San Luis Dr.

Orange, CA 92869

(714)997-9942

Ernie.proud@sbcglobal.net

<u>Service</u>	<u>Rate Per Hour</u>
Individual Therapy	\$85.00
Family Therapy	85.00
Collateral Therapy	85.00
Group Therapy	85.00
Mental Health Assessment Services	85.00
Mental Health/Behavioral Health Services	85.00

By _____ Date _____

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

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

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

By: _____ Date: _____

**INDEPENDENT CONTRACTOR AGREEMENT**

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

BUILDING BLOCK ENTERTAINMENT 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 \$895.00 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 April 24, 2014 through June 30, 2014, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT**CONTRACTOR**

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

Signature _____

Name: _____

Title: _____

Address _____

Email Address: _____

FEIN/SSN _____

Shows That Teach school assemblies LOCAL PRICES

EXHIBIT A

Click photos for more information.

"Razzle Bam Boom" duo performances one: \$750, two: \$995, three: \$1195



"All That Trash"



"Say YES to Success"



"200 Years of American Music"



"H2O, Where Did You Go?"

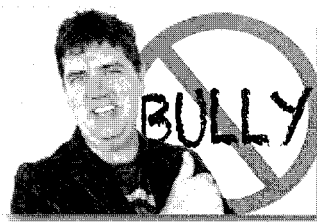


"Wright Brothers Musical"



"History of Rock 'n' Roll"

Solo performers one: \$495, two: \$695, three: \$895



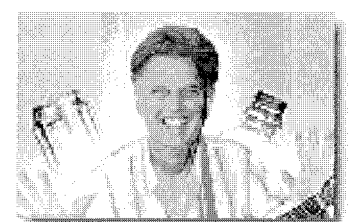
"Bye Bye Bully"
bully prevention



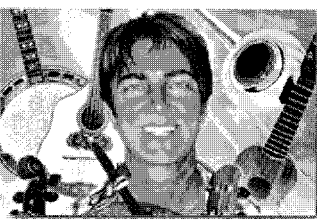
"Singing Through Your Internal Organs"



"The Character Show"
CHARACTER COUNTS!



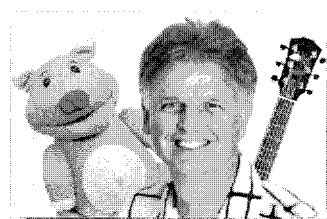
"Singin' Green"
recycling science



"O'California"



"Ben Loves Books"
literacy



"Kindergarten Musical Show"



"The Global Journey of the Guitar"

* Prices apply to back-to-back performances at one school in Los Angeles, Ventura, Orange, western San Bernardino, and northern Riverside counties.



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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 24 day of April, 2014, by and between Sports Facilities Group, Incorporated, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

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

1. The Contractor shall furnish the District for an amount not to exceed \$ 56,725.00 the following:
San Juan Hills High School, left center field (outside fence) - provide and install one "Daktronics" brand
Baseball Scoreboard Model BA-2125-A with top and bottom sponsor panels - 17' tall x 25' wide
2. The term of the Contract shall begin on April 24, 2014 and end Upon completion of work.
3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
4. Inspection shall be performed by the Director, Maintenance and Operations or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

Field Service Agreement 1314166
Capistrano Unified School District

-1



QUOTE

QUOTE # G6079
DATE: 11/19/2013

CONTRACTORS LICENSE # 676578
P.O. BOX 7024
RIVERSIDE, CA. 92503

866-311-7344 (SFGI)
951-351-1313
FAX: 951-637-8406

BILL TO: CAPISTRANO U.S.D.
ACCTS PAYABLE
32122 VALLE RD.
SAN JUAN CAPISTRANO CA. 92675
PHONE: 949-234-9441
FAX: 949-493-4083

SHIP TO: SAN JUAN HILLS H.S.
VARSITY BASEBALL FIELD

CONTACT: BEN DEWEES
CONTACT: JEREMEY WOOTEN
PHONE: 949-283-8343
PHONE: 949-350-9668
EMAIL: bndeweess@capousd.org
EMAIL: jdwooten@capousd.org

TERMS: NET 30 WITH DISTRICT P.O.

DESCRIPTION OF WORK TO BE PERFORMED:

PROVIDE AND INSTALL ONE "DAKTRONICS" BRAND BASEBALL SCOREBOARD
MODEL BA-2125-A WITH TOP AND BOTTOM SPONSOR PANELS IN LEFT CENTER FIELD (OUTSIDE FENCE).
ALSO INCLUDES INSTALLING ONE TOP TRUSS PANEL .
TOTAL SIZE OF SCOREBOARD WITH SPONSOR PANELS 17' TALL X 25' WIDE.
SCOREBOARD TO BE INSTALLED WITH BOTTOM OF LOWER SPONSOR PANEL AT 10' ABOVE GRADE.
TOTAL INSTALLATION TO BE PERFORMED PER DSA PRE APPROVED DRAWINGS (PC# 04-111719).

INSTALLATION TO INCLUDE:

EXCAVATE TWO FOOTINGS THROUGH EXISTING TURF / SOIL AREA & SET REBAR REINFORCEMENT.
PROVIDE AND SET TWO STEEL WIDE FLANGE BEAMS WITH GALVANIZED FINISH.
POUR CONCRETE ONCE DSA INSPECTION HAS BEEN CONDUCTED.
HANG BOARD AND AD PANELS / TRUSS AND ATTACH TO BEAMS WITH MANUFACTURERS HARDWARE.
WELD SPECIAL SHELF BRACKETS TO UNDERSIDE OF LOWER BRACKETS PER DSA REQUIREMENTS.
CONNECT A/C POWER (PROVIDED BY OTHERS) TO SCOREBOARD .
INSTALL WIRELESS EQUIPMENT IN SCOREBOARD AND SET RADIO CHANNELS.
TEST OPERATE ALL FUNCTIONS OF THE SCOREBOARD.
TRAIN SITE STAFF IN PROPER OPERATION OF SCOREBOARD.
COMPLETE FINAL DSA PAPERWORK AND SUBMIT TO THE DISTRICT.

INCLUDED OPTIONS:

PROTECTIVE DIGIT SCREENS
PAINTING OF REAR PORTION OF SCOREBOARD AND AD PANELS
5 YEAR PARTS WARRANTY AND 5 YEAR LABOR WARRANTY.

EXCEPTIONS:

A/C POWER TO SCOREBOARD LOCATION TO BE BY OTHERS.
DESIGN OF BEAMS, FOOTINGS, AND REBAR SIZE PER APPROVED DSA DRAWINGS.
CONCRETE STRENGTH TO BE PER DSA APPROVED DRAWINGS .
UNDERGROUND UTILITIES ARE THE DISTRICTS RESPONSIBILITY TO IDENTIFY & REPAIR IF ENCOUNTERED.

PRICING IS BASED ON RECEIVING ALL EQUIPMENT AT SCHOOL SITE AND UNLOADING BY CRANE.

PRICE INCLUDING ALL NOTED MATERIALS, TAX, FREIGHT, AND INSTALLATION LABOR---\$ 56,725.00



INDEPENDENT CONTRACTOR AGREEMENT

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

Facilities Protection System

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 **\$3,402.00** 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 **April 1, 2014 to June 30, 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 _____

EXHIBIT A



FPS

Specialists in Fire Systems
1150 W. Central Avenue, Suite D
Brea, CA 92821
Phone (714) 257-2244
Fax (714) 257-2240

MAINTENANCE AGREEMENT REQUEST FOR RENEWAL

Agreement : 862

New Effective Date: 7/1/2014

New Expiration Date: 6/30/2015

Customer ID: CAPIST

Bill To: Capistrano Unified School Dist
33122 Valle Road
San Juan Capistrano, CA 92675

Service Location: Capistrano Unified School Dist
33122 Valle Road
San Juan Capistrano, CA 92675

Attention: Dan Whitaker

Subject: Maintenance Agreement Renewal

Your Preventive Maintenance Agreement covering the following equipment is scheduled to renew on **07/01/2014**

<u>Manufacturer</u>	<u>Model #</u>	<u>Serial Number</u>	<u>Scope of Service</u>	<u>Coverage</u>	<u>Located At</u>	<u>Frequency of Visits</u>
Fike Corporation	CHEETAH		CA-1	Maintenance Only	Computer Room	Semi-Annual
Victaulic	FIRELOCK		PA-1	Maintenance Only	Riser Closet	Semi-Annual
Fike Corporation	EPSMS		CA-1	Maintenance Only	Computer Room	Semi-Annual

Please be advised that we have been able to maintain the same annual cost for the maintenance on the covered equipment of **\$2,142.00(\$1,260.00 Annual Inspection / \$882.00 Semi-Annual Inspection)**.

Please acknowledge your acceptance of the renewal with your signature and purchase order number in the areas provided. Please return this acceptance to our attention so that we can update your account.

Should you have any questions or if we can help you with any other service needs, please contact us at 714-257-2244.

Sincerely,

Account Representative
B. Fregoso

Name: _____
Signature: _____
Date: _____
Purchase Order #: _____



INDEPENDENT CONTRACTOR AGREEMENT

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

Assured Fire Systems, 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 \$60,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing April 1, 2014 to June 30, 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 _____



FEE SCHEDULE
PERIOD 4-1-2014 to 6/30/2015

COMPANY NAME: Assured Fire Systems, Inc.

REP NAME: _____

E-MAIL ADDRESS: assuredfire@gmail.com

SCOPE OF WORK/IDENTIFY SERVICES TO BE PROVIDED:

Fire sprinkler inspection & maintenance
Fire hydrant & private fire main inspection & maintenance

HOURLY RATE:

usually this will
 only apply to
 emergency service
 calls or any jobs
 quoted on a time
 and material basis

Description or Classification	Dollar (\$) Amount
Journeyman	<u>125.00</u>
apprentice/helper	<u>87.00</u>

PARTS PERCENTAGE MARK-UP:

retail plus 20% (usually the actual prices are lower
than published retail because our costs are substantially
less than retail)

ANY ADDITIONAL CHARGES:

Annual fire sprinkler inspection (typical) \$375.00 per riser
Five yr. fire sprinkler inspection (typical) \$375-425 per riser
Fire hydrant inspection & testing \$90.00 per hydrant
Any necessary repairs will be quoted on a lump
sum bid basis to include all parts and labor.



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of April 24, 2014 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the consultant listed below ("**Consultant**"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

STAFFREHAB

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$20,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing March 18, 2014, through June 30, 2014 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONSULTANT

Signature: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

FEIN/SSN _____

Exhibit A

Fee Schedule

StaffRehab

5000 Birch Street, West Tower, Suite 3000
Newport Beach, CA 92660
(888)835-0894

Speech Language Pathologist \$70 per hour.

By: _____ Date: _____

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

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

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

By: _____ Date: _____



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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 24 day of April, 2014, by and between West Coast Environmental, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

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

1. The Contractor shall furnish the District for an amount not to exceed \$ 17,170.00 the following:
Bergeson Elementary School, Classrooms P25 & P27 - proper and safe remediation of mold on tack board above ceiling grid.
2. The term of the Contract shall begin on April 1, 2014 and end Upon Completion of Project.
3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
4. Inspection shall be performed by the Director, Maintenance & Operations or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

Field Service Agreement 1314170
Capistrano Unified School District

JANUARY 15, 2014

PROPOSAL

West Coast Environmental

76 Victoria

Newport Beach, Ca 92660

PH: 949-254-0270

Office: 877-257-6948

Fax: 951-273-3442

Lic# 772195

jcreamer@phoenixenviroinc.com

CAPISTRANO U.S.D.

Attn: Mntc and Ops

33122 Valle Road

San Juan Capistrano, Ca 92675

Fax: 949-248-7104

Project: Bergeson Elementary School

(Classroom P25)

25302 Rancho Niguel Road

Laguna Niguel, Ca 92677

**Re: Proposal/Contract for the Proper and Safe Remediation of Mold on tack board
above ceiling grid. Location: 25302 Rancho Niguel Road, Laguna Niguel, Ca 92677
Project Number: JJC-0376**

Capistrano U.S.D.

We appreciate the opportunity to meet with you and discuss the above referenced project. Per your request, we have prepared the following proposal/contract for your review and consideration.

Mold Abatement Project Classroom P25

QNTY

- * Containment Barrier / Airlock / Decon Chambers in classroom
Install a two-stage contained entryway into containment
Floor-to-ceiling plastic will be placed around all **(Classroom P25)**
- * **Cover ALL classroom person items with plastic attached to wall and seal**
- * Equipment Decontamination Charge - Per Piece of Equipment
- * Equipment Set-Up, Take Down and Monitoring
- * Add for HEPA Filter (For Negative Air Exhaust Fan- Large)
- * Negative Air Fans / Air Scrubbers (Per 48 hour period) No Monitoring
- * HEPA vacuuming all areas of mold abatement in **containment area.**
- * Personnel Protection Equipment (PPE) –Hazardous Clean-Up
- * Respirator Cartridge HEPA & vapor gas will be used by each Tech
- * Materials - Tape, Rags, Plastic, Chemicals, Trash, Bags etc.

January 15, 2014

Page 2 of 3

- * Remove Furniture and items to center of room and replace after remediation is Complete.
- * Not responsible for damage of items due to age or condition.
- * Remove ceiling tiles along the walls to access tack board to be removed

Hazardous Waste (**Mold**) Cleaning & Remediation of drywall in Classroom **Classroom P25**: along (4 walls) above ceiling tiles/grid. (130' LF of tack board removal containing mold. Clean sill plates along the areas of Tack board abatement
- * Replace ceiling tiles after remediation (complete Grid and Tile).
- * Waste will be properly labeled, 6-mil thick, leak-tight plastic.
- * This proposal **Does Not** include repairs or restoration of building, repairing plumbing, installing drywall.
- * **Note:** The Client will provide all necessary water and usable electrical power.
- * **Note:** The Client will provide toilet facilities.
- * This proposal includes Haul Debris-Per Pickup & Vehicle Load Including Dump Fees.

Total Estimated Cost:

\$8,585.00

(EIGHT THOUSAND FIVE HUNDRED & EIGHTY-FIVE DOLLARS & 00/100)

Affected Area(s) to be abated/remediated: Clean all exposed wood studs/plywood, sill plates, as well as all exposed ceiling, wall and floor surfaces. Remove mold and on metal studs and wood members with a metal wire brush &-use sanitizing agents. In mentioned areas above in scope of work. HEPA vacuum all area of debris.

This proposal does not include removing "ALL" tack board in classroom P25. Only whats mentioned in original scope. If additional tack board and or cleaning from original scope is necessary there will be additional charges.

Payment Terms: Net 30 Days

Proposed Fees: WCE proposes to provide the referenced services as outlined, on a time and materials basis. If the client requires any changes to the referenced project, a detailed change-order will be provided, prior to commencing the requested additions and/or changes. WCE prepared this proposal/contract based on this proposal/contract serving as an exclusive agreement between WCE

Your waste will be transported and disposed of according to all local, state and federal regulations governing our industry. Manifesting and labeling will be provided as a service to you.

Please do not hesitate to contact us if you have any questions or if we can be of further assistance.

JANUARY 15, 2014

Capistrano U.S.D.

Page 3 of 3

AUTHORIZATION & ACCEPTANCE OF CONDITIONS

By: _____ P.O. _____
Capistrano U.S.D. - Representative

Print Name: _____

Title: _____

Firm: _____

Address: _____

Date: _____

Re:.... Proposal/Contract Dated January 15, 2014 Mold Remediation
Location: Classroom P25: 25302 Rancho Niguel Road, Ca 92677
Project Number: JJC-0376

Payment Terms: Net 30 Days

Proposed Fees: WCE proposes to provide the referenced services as outlined, on a time and materials basis. If the client requires any changes to the referenced project, a detailed change-order will be provided, prior to commencing the requested additions and/or changes. WCE has prepared this proposal/contract based on this proposal/contract serving as an exclusive agreement between WCE and Capistrano U.S.D. This quote is valid for (30) days.

Note: During the first scope of work if there is any additional cleaning or removal, there will be additional cost. After the first scope of work is completed, if the lab indicates additional cleaning and or removal is necessary. WCE will charge an **additional** per man per hour until final post testing clearance is achieved.

WCE is only responsible for working in and clearing areas designated by either the laboratory or the customer. We are not responsible for creating a MOLD free dwelling/building.

WCE will be responsible for reaching clearance criteria ONLY in the specified work/containment area.

JANUARY 15, 2014

PROPOSAL

West Coast Environmental

76 Victoria

Newport Beach, Ca 92660

PH: 949-254-0270

Office: 877-257-6948

Fax: 951-273-3442

Lic# 772195

jcreamer@phoenixenviroinc.com

CAPISTRANO U.S.D.

Attn: Mntc and Ops

33122 Valle Road

San Juan Capistrano, Ca 92675

Fax: 949-248-7104

**Project: Bergeson Elementary School
(Classroom P27)**

25302 Rancho Niguel Road

Laguna Niguel, Ca 92677

**Re: Proposal/Contract for the Proper and Safe Remediation of Mold on tack board
above ceiling grid. Location: 25302 Rancho Niguel Road, Laguna Niguel, Ca 92677
Project Number: JJC-0377**

Capistrano U.S.D.

We appreciate the opportunity to meet with you and discuss the above referenced project. Per your request, we have prepared the following proposal/contract for your review and consideration.

Mold Abatement Project Classroom P27

QNTY

- * Containment Barrier / Airlock / Decon Chambers in classroom
Install a two-stage contained entryway into containment
Floor-to-ceiling plastic will be placed around all (Classroom P27)
- * **Cover ALL classroom person items with plastic attached to wall and seal**
- * Equipment Decontamination Charge - Per Piece of Equipment
- * Equipment Set-Up, Take Down and Monitoring
- * Add for HEPA Filter (For Negative Air Exhaust Fan- Large)
- * Negative Air Fans / Air Scrubbers (Per 48 hour period) No Monitoring
- * HEPA vacuuming all areas of mold abatement in **containment area.**
- * Personnel Protection Equipment (PPE) –Hazardous Clean-Up
- * Respirator Cartridge HEPA & vapor gas will be used by each Tech
- * Materials - Tape, Rags, Plastic, Chemicals, Trash, Bags etc.

January 15, 2014

Page 2 of 3

- * Remove Furniture and items to center of room and replace after remediation is Complete.
- * Not responsible for damage of items due to age or condition.
- * Remove ceiling tiles along the walls to access tack board to be removed

Hazardous Waste (**Mold**) Cleaning & Remediation of drywall in Classroom **Classroom P27:** along (4 walls) above ceiling tiles/grid. (130' LF of tack board removal containing mold. Clean sill plates along the areas of Tack board abatement
- * Replace ceiling tiles after remediation (complete Grid and Tile).
- * Waste will be properly labeled, 6-mil thick, leak-tight plastic.
- * This proposal **Does Not** include repairs or restoration of building, repairing plumbing, installing drywall.
- * **Note:** The Client will provide all necessary water and usable electrical power.
- * **Note:** The Client will provide toilet facilities.
- * This proposal includes Haul Debris-Per Pickup & Vehicle Load Including Dump Fees.

Total Estimated Cost:

\$8,585.00

(EIGHT THOUSAND FIVE HUNDRED & EIGHTY-FIVE DOLLARS & 00/100)

Affected Area(s) to be abated/remediated: Clean all exposed wood studs/plywood, sill plates, as well as all exposed ceiling, wall and floor surfaces. Remove mold and on metal studs and wood members with a metal wire brush &-use sanitizing agents. In mentioned areas above in scope of work. HEPA vacuum all area of debris.

This proposal does not include removing "ALL" tack board in classroom P27. Only whats mentioned in original scope. If additional tack board and or cleaning from original scope is necessary there will be additional charges.

Payment Terms: Net 30 Days

Proposed Fees: WCE proposes to provide the referenced services as outlined, on a time and materials basis. If the client requires any changes to the referenced project, a detailed change-order will be provided, prior to commencing the requested additions and/or changes. WCE prepared this proposal/contract based on this proposal/contract serving as an exclusive agreement between WCE

Your waste will be transported and disposed of according to all local, state and federal regulations governing our industry. Manifesting and labeling will be provided as a service to you. Please do not hesitate to contact us if you have any questions or if we can be of further assistance.

JANUARY 15, 2014

Capistrano U.S.D.

Page 3 of 3

AUTHORIZATION & ACCEPTANCE OF CONDITIONS

By: _____ P.O. _____
Capistrano U.S.D. - Representative

Print Name: _____

Title: _____

Firm: _____

Address: _____

Date: _____

Re:.... Proposal/Contract Dated January 15, 2014 Mold Remediation
Location: Classroom P27: 25302 Rancho Niguel Road, Ca 92677
Project Number: JJC-0376

Payment Terms: Net 30 Days

Proposed Fees: WCE proposes to provide the referenced services as outlined, on a time and materials basis. If the client requires any changes to the referenced project, a detailed change-order will be provided, prior to commencing the requested additions and/or changes. WCE has prepared this proposal/contract based on this proposal/contract serving as an exclusive agreement between WCE and Capistrano U.S.D. This quote is valid for (30) days.

Note: During the first scope of work if there is any additional cleaning or removal, there will be additional cost. After the first scope of work is completed, if the lab indicates additional cleaning and or removal is necessary. WCE will charge an **additional** per man per hour until final post testing clearance is achieved.

WCE is only responsible for working in and clearing areas designated by either the laboratory or the customer. We are not responsible for creating a MOLD free dwelling/building.

WCE will be responsible for reaching clearance criteria ONLY in the specified work/containment area.



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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 24 day of April, 2014, by and between Steve Gaskey, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

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

1. The Contractor shall furnish the District for an amount not to exceed \$ 12,715.00 the following:
Capistrano Valley High School, Outdoor Ceramics/Sculpture Area - repair and modifications to 3 existing gas kilns
2. The term of the Contract shall begin on April 1, 2014 and end Upon Completion of Work.
3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
4. Inspection shall be performed by the Director, Maintenance and Operations or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

Field Service Agreement 1314171
Capistrano Unified School District

STEVE GASKEY 2332 E. DEBORAH LANE ORANGE, CA. 92869 Phone 714-718-6483	PROPOSAL
	PROPOSAL #2 DATE: FRIDAY, JANUARY 31, 2014

TO: Dan Whitaker and Brian Schultz Capistrano Valley High school 26301 Via Escolar Mission Viejo, CA 92692-3999	FOR: Repair and modifications to 3 existing gas kilns , in outdoor Ceramics/Sculpture area. Necessary maintenance will allow the equipment to function at peak efficiency.
COMMENTS OR SPECIAL INSTRUCTIONS: Each kiln will require a slightly different repair strategy, based on what is needed. Below is an itemized list of materials and estimated labor schedule for each kiln. Kilns will be identified as: <div style="margin-left: 40px;">(1) Olsen 24 A (2) Olsen 24 B (3) West Coast 36</div>	

Labor will be billed at \$ 35.00/hour.

Kiln 1 Olsen 24 A			
LABOR/MATERIALS	DESCRIPTION	HOURS/UNIT PRICE	TOTAL
Labor	Rebuild door (brick only)	8	\$280.00
	Replace necessary steel to re-enforce	4	\$140.00
	Replace floor sub-structure (steel and necessary brick)	12	\$420.00
	Replace fiber lining	6	\$210.00
	Removal/rebuild gas pilot and burner manifold(sandblast and powder coat)	7	\$245.00
	Inspect/repair burner as needed(8 total)	4	\$140.00
	Prep/paint all steel with high temp paint	8	\$280.00
Materials	steel/u-channel and flat stock		\$350.00
	soft brick(floor + door)		\$550.00
	kiln brick mortar		\$100.00
	fiber blanket		\$200.00
	Venturi burners 0-8 if necessary	\$50	\$400.00
	High temp. paint/rust reformer		\$100.00
	Consumables(weld wire, weld gas, abrasives)		\$100.00
		labor kiln 1	\$1715.00
	materials kiln 1	\$1800.00	

268

Total \$ 3,515

Kiln 3 West Coast 36

LABOR/MATERIALS	DESCRIPTION	HOURS/UNIT PRICE	TOTAL
Labor	Rebuild arch	8	\$280.00
	Build wooden arch buck to support arch reconstruction	2	\$70.00
	Replace floor sub-structure (steel and necessary brick)	12	\$420.00
	Replace fiber lining	6	\$210.00
	Removal/rebuild gas pilot and burner manifold(sandblast and powder coat)	7	\$245.00
	Inspect/repair burner as needed(8 total)	4	\$140.00
	Prep/paint all steel with high temp paint	8	\$280.00
Materials	steel/u-channel and flat stock		\$250.00
	wood for arch buck		\$50.00
	soft brick(floor + arch)	\$5.50	\$450.00
	kiln brick mortar		\$50.00
	fiber blanket		\$200.00
	Venturi burners 0-8 if necessary	\$50	\$400.00
	High temp. paint/rust reformer		\$100.00
	Consumables(weld wire, weld gas, abrasives)		\$100.00
		labor kiln 2	\$1645.00
		materials kiln 2	\$1600.00

Kiln 3 West Coast 36

LABOR/MATERIALS	DESCRIPTION	HOURS/UNIT PRICE	TOTAL
Labor	Door - add center hinge and two cross supports(steel)	6	\$210.00
	Build wooden arch buck to support arch reconstruction	2	\$70.00
	Remove hard brick arch supports,arch and door dam	8	\$280.00
	Rebuild door dam, arch supports,arch with soft brick	16	\$560.00
	Replace broken floor soft brick	4	\$140.00
	Replace fiber lining	8	\$280.00
	Removal/rebuild gas pilot and burner manifold(sandblast and powder coat)	9	\$315.00
	Prep/paint all steel with high temp paint	10	\$350.00

~~\$32~~ 45

Kiln 3 West Coast 36			
Materials	u-channel/barrel hinge		\$200.00
	soft brick(floor dam,arch stack supports,arch,door,floor)	\$5.50	\$1200.00
	Fiber blanket		\$200.00
	12 Venturi burners	\$50.00	\$600.00
	High temp. paint/rust reformer		\$150.00
	Consumables(weld wire, weld gas, abrasives)		\$100.00
	wood for arch supports		\$100.00
		labor kiln 3	\$2205.00
		materials kiln 3	\$2550.00
			4,755-
		SUBTOTAL LABOR KILNS 1+2+3	\$5565.00
		SUBTOTAL MATERIALS KILNS 1+2+3	\$5650.00
		30 AMP GENERATOR RENTAL 10 DAYS	\$500.00
		COMP. INSURANCE	\$1000.00
		TOTAL ESTIMATE	\$12715.00

\$12,715.00

LABOR
Material.

OK 3/3/14





INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of April 24, 2014 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the contractor listed below ("**Contractor**"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

CITY OF SAN CLEMENTE

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$1,200 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 April 14, 2014 through April 13, 2015, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONTRACTOR

Signature _____

Name: _____

Title: _____

Address _____

Email Address: _____

FEIN/SSN _____

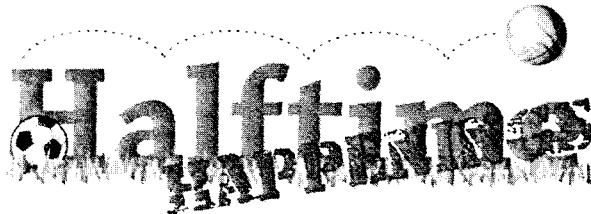


City of San Clemente Beaches, Parks & Recreation

100 N. Calle Seville, San Clemente, CA 92672

Phone: (949) 429-8719 Fax: (949) 361-8280

Website: www.san-clemente.org/recreation



Half Time Happenings is a City of San Clemente Recreation Program led by Recreation Leaders that organize exercise activities on the school playground during the lunch period.

Recreation Leaders arrive once or twice a week with a variety of different equipment to introduce games, sports and teamwork while keeping children active and engaged!

The goal of Half Time Happenings is to teach children the importance of consistent and constant activity, sportsmanship and teamwork while avoiding the development of a sedentary and immobile lifestyle.

The following options are based on **10 weeks of school (spring session)** which would begin the week of April 14:

- **Option A**

2 Recreation Leaders, 1 visit per week (40 hours): **\$620**

- * • **Option B**

2 Recreation Leaders, 2 visit per week (80 hours): **\$1,200**

The following options are based on **39 weeks of school**:

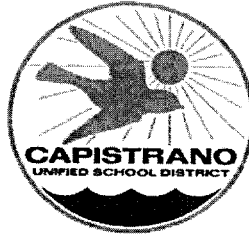
- **Option A**

2 Recreation Leaders, 1 visit per week (156 hours): **\$2,310**

- **Option B**

2 Recreation Leaders, 2 visit per week (312 hours): **\$4,600**

***These dollar figures are based on an equation that includes benefit costs and other employment costs.*



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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 24 day of April, 2014, by and between Prosurface, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

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

1. The Contractor shall furnish the District for an amount not to exceed \$ 34,494.00 the following:
Capistrano Valley High School - routine and usual maintenance for the preservation and protection of six (6) tennis courts
2. The term of the Contract shall begin on April 1, 2014 and end Upon Completion of Work.
3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
4. Inspection shall be performed by the Director, Maintenance and Operations or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

Field Service Agreement 1314175
Capistrano Unified School District

-1

January 27, 2014

RE: Tennis court repairs @ Capistrano Valley High School,
26301 Via Escolar, Mission Viejo, CA 92692

Dear Ben,

Per your request, I am pleased to present the following proposal for the repairs of six (6) tennis courts for the Capistrano Valley High School tennis facility. The following repairs and resurfacing system is recommended to refurbish the courts:

FOUNDATION REPAIR/PREPARATIONS

- 1) Pressure wash courts to be repaired and surfaced.
- 2) Diamond Grind surface to remove existing non bonded/painted court surface areas.
- 3) Patch pop-outs and heaving court areas to provide a consistent play surface. Patching will be filled with a mixture of CPB Binder, sand and cement. Courts #3, #5 and #6 have the most blemished court areas and require both steps 2 and 3.
- 4) Sand and/or Diamond Grind patched areas to provide a consistent surface.
- 5) Prime all grinded areas and exposed concrete surface before patching and surface materials are applied.

SURFACE COATINGS

- 6) Apply one (1) Acrylic Resurfacer Base coat with 60 silica sand to the prepared surface. Courts #5 and #6 are the only courts which require this additional coating.
- 7) Apply two (2) Acrylic Color coats to each court. Colors Florida Green/Light Green
- 8) Paint lines with white textured line paint to USTA measurements.
- 9) Upon completion, the court areas will be left in a clean and usable condition.

*Structural blemishes are result of the foundation and cannot be guaranteed. Cracking will reoccur. Surface peeling is cause by moisture conditions which occur beneath the foundation. Scheduled court resurfacing/maintenance may help to contain courts imperfections, but will not permanently correct foundation blemishing. Court resurfacing is primarily to provide a cosmetically attractive and safe playing surface.

THE PRICE FOR THE WORK AS DESCRIBED IS:

Foundation Repairs.....	\$ 3,322.00
Acrylic Resurfacer base coating; courts 5 & 6.....	\$ 1,510.00
Acrylic Color System coatings (\$3,640.00 per court).....	\$21,840.00
	<u>\$26,672.00 total</u>

***Cost breakdown:**

Cost of materials, supplies and business.....	\$20,372.00
Cost of labor.....	\$ 6,300.00
	\$26,672.00 total

Additional costs/options:

Replace and install new caulking at expansion joint areas:

Courts #1 - #2; 240' linear feet (3" width) x \$9.50.....	\$2,280.00	— ADDITIONAL
Courts #3 - #6; 566' linear feet (2" width) x \$7.00.....	\$3,892.00	— ADDITIONAL

New tennis nets.....\$ 275.00 each x 6 = \$1,650.00

Total = \$7,822.00

All work shall be in accordance with manufacturer's specifications. We use the finest products offered by the industry to ensure custom performance. As a licensed contractor in The State of California, we carry the required Workers Compensation and are bonded and insured. We take pride in the quality of our work and we have several qualified references available upon request. We thank you for the opportunity to quote you on this project and we look forward to speaking with you again soon.

Respectfully submitted,

Jeff Frantz

[Signature] 3/7/14

Complete Total = \$34,494.00

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted.
ProSurface is authorized to do the work as specified.

Signature _____ Date of Acceptance _____



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of April 24, 2014 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the contractor listed below ("**Contractor**"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

THE GREAT AMERICAN LUNCH BOX

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$ 4,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing February 1, 2014, through June 30, 2014, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONTRACTOR

Signature _____

Name: _____

Title: _____

Address _____

Email Address: _____

FEIN/SSN _____

EXHIBIT A

VENDOR #:

AGREEMENT #:

**STANDARD AGREEMENT TO FURNISH FOOD SERVICE
BETWEEN A CHILD AND ADULT CARE FOOD PROGRAM AGENCY
AND A FOOD SERVICE VENDOR**

THIS ENTERED INTO ON THIS FIRST DAY OF NOVEMBER 22, 2013 BY
MONTH YEAR
AND BETWEEN J SERRA HIGH SCHOOL-CAL SAFE INFANT/TODDLER PROGRAM, HEREINAFTER REFERRED TO AS THE
NAME OF AGENCY
AGENCY, AND THE GREAT AMERICAN LUNCH BOX HEREINAFTER REFERRED TO AS THE
NAME OF FOOD SERVICE MANAGEMENT COMPANY
VENDOR.

WHEREAS, IT IS NOT WITHIN THE CAPABILITY OF THE AGENCY TO PREPARE SPECIFIED MEALS UNDER THE CHILD AND ADULT CARE FOOD PROGRAM (CACFP) FOR ENROLLED PARTICIPATING ADULTS; AND

WHEREAS, THE FACILITIES AND CAPABILITIES OF THE VENDOR ARE ADEQUATE TO PREPARE SPECIFIED MEALS FOR THE AGENCY'S FACILITY(IES); AND

WHEREAS, THE VENDOR IS WILLING TO PROVIDE SUCH SERVICES TO THE AGENCY ON A COST REIMBURSEMENT BASIS.

THEREFORE, BOTH PARTIES HERETO AGREE AS FOLLOWS:

THE VENDOR AGREES TO:

J SERRA CAL SAFE INFANT/TODDLER PROGRAM

1. PREPARE THE MEALS (INCLUSIVE/EXCLUSIVE) OF MILK FOR _____
NAME OF SITE
DELIVERY TO THE AGENCY AT 31422 CAMINO CAPISTRANO BY TBD
ADDRESS OF SITE TIME
EACH DAY, IN ACCORDANCE WITH THE NUMBER OF MEALS REQUESTED AND
* WEEKDAY OR AS APPROPRIATE

AT THE COST(S) PER MEAL LISTED BELOW:

BREAKFAST	<u>\$ 1.55</u>	EACH	LUNCH	<u>\$ 2.75</u>	EACH
SUPPLEMENT/SNACK	<u>N/A</u>	EACH	SUPPER	<u>N/A</u>	EACH

2. ASSURE THE AGENCY THAT NO TITLE III(C) FUNDS HAVE BEEN APPLIED TO THE COST OF OR TITLE III(C) COMMODITIES USED FOR THE PREPARATION OF THESE MEALS.

* Negotiable time frame but should be no longer than 24 hours.

**STANDARD AGREEMENT TO FURNISH FOOD SERVICE
BETWEEN A CHILD AND ADULT CARE FOOD PROGRAM AGENCY
AND A FOOD SERVICE VENDOR**

VENDOR #:

AGREEMENT #:

3. PROVIDE THE AGENCY, FOR APPROVAL, A PROPOSED MENU FOR EACH MONTH AT LEAST * 10 DAYS PRIOR TO THE BEGINNING OF THE MONTH TO WHICH THE MENU APPLIES. ANY CHANGES TO THE MENU MADE AFTER AGENCY APPROVAL, MUST BE AGREED UPON BY THE AGENCY AND DOCUMENTED ON THE MENU RECORDS.
4. ASSURE THAT EACH MEAL PROVIDED TO THE AGENCY UNDER THIS CONTRACT MEETS THE MINIMUM REQUIREMENTS AS TO THE NUTRITIONAL CONTENT AS SPECIFIED BY THE CHILD AND ADULT CARE FOOD PROGRAM'S SCHEDULE B--MEAL PATTERN FOR OLDER CHILDREN (ATTACHED) WHICH IS EXCERPTED FROM THE TITLE 7 CODE OF FEDERAL REGULATIONS, PART 226.20.
5. MAINTAIN COST RECORDS SUCH AS INVOICES, RECEIPTS, AND/OR OTHER DOCUMENTATION THAT SHOWS THE PURCHASE, OR AVAILABILITY TO THE VENDOR, OF MEAL COMPONENTS, AS ITEMIZED IN THE MEAL PREPARATION RECORDS.
6. MAINTAIN FULL AND ACCURATE RECORDS WHICH DOCUMENT: (1) THE MENUS LISTING ALL MEALS PROVIDED TO THE AGENCY DURING THE TERM OF THIS CONTRACT; (2) A LISTING OF ALL NUTRITIONAL COMPONENTS OF EACH MEAL; AND, (3) AN ITEMIZATION OF THE QUANTITIES OF EACH COMPONENT USED TO PREPARE SAID MEAL. THE VENDOR AGREES TO PROVIDE MEAL PREPARATION DOCUMENTATION BY USING YIELD FACTORS FOR EACH FOOD ITEM AS LISTED IN THE USDA FOOD BUYING GUIDE WHEN CALCULATING AND RECORDING THE QUANTITY OF FOOD PREPARED FOR EACH MEAL.
7. MAINTAIN, ON A DAILY BASIS, AN ACCURATE COUNT OF THE NUMBER OF MEALS, BY MEAL TYPE, PREPARED FOR THE AGENCY. MEAL COUNT DOCUMENTATION MUST INCLUDE THE NUMBER OF MEALS REQUESTED BY THE AGENCY.
8. ALLOW THE AGENCY TO INCREASE OR DECREASE THE NUMBER OF MEAL ORDERS, AS NEEDED, WHEN THE REQUEST IS MADE WITHIN * 24 HOURS OF THE SCHEDULED DELIVERY TIME.
9. PRESENT TO THE AGENCY AN INVOICE, ACCOMPANIED BY REPORTS, NO LATER THAN THE * 10TH DAY OF EACH MONTH THAT ITEMIZES THE PREVIOUS MONTH'S DELIVERY. THE VENDOR AGREES TO FORFEIT PAYMENT FOR MEALS WHICH ARE NOT READY WITHIN 1 HOUR OF THE AGREED UPON DELIVERY TIME, ARE SPOILED, OR UNWHOLESOME AT THE TIME OF DELIVERY, OR DO NOT OTHERWISE MEET THE MEAL REQUIREMENTS CONTAINED IN THIS AGREEMENT.
10. PROVIDE THE AGENCY WITH A COPY OF CURRENT HEALTH CERTIFICATIONS FOR THE FOOD SERVICE FACILITY IN WHICH IT PREPARES MEALS FOR USE IN THE CACFP. THE VENDOR SHALL ENSURE THAT ALL HEALTH AND SANITATION REQUIREMENTS OF THE CALIFORNIA RETAIL FOOD FACILITIES LAW AND CHAPTER 4 OF THE CALIFORNIA HEALTH AND SAFETY CODE ARE MET AT ALL TIMES.
11. OPERATE IN ACCORDANCE WITH CURRENT CACFP REGULATIONS.
12. RETAIN ALL REQUIRED RECORDS FOR A PERIOD OF THREE (3) YEARS AFTER THE END OF THE FISCAL YEAR TO WHICH THEY PERTAIN (OR LONGER, IF AN AUDIT IS IN PROGRESS) AND, UPON REQUEST, MAKE ALL ACCOUNTS AND RECORDS PERTAINING TO THE AGREEMENT AVAILABLE TO THE CERTIFIED PUBLIC ACCOUNTANT HIRED BY THE AGENCY, REPRESENTATIVES OF THE CALIFORNIA STATE DEPARTMENT OF EDUCATION, THE U. S. DEPARTMENT OF AGRICULTURE, AND THE U.S. GENERAL ACCOUNTING OFFICE FOR AUDIT OR ADMINISTRATIVE REVIEW AT A REASONABLE TIME AND PLACE.
13. NOT SUBCONTRACT FOR THE TOTAL MEAL, WITH OR WITHOUT MILK, OR FOR THE ASSEMBLY OF THE MEAL.

* Negotiable time frame but should be no longer than 24 hours.

VENDOR #:

AGREEMENT #:

**STANDARD AGREEMENT TO FURNISH FOOD SERVICE
BETWEEN A CHILD AND ADULT CARE FOOD PROGRAM AGENCY
AND A FOOD SERVICE VENDOR**

THE VENDOR CERTIFIES:

1. NEITHER IT NOR ITS PRINCIPALS ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM PARTICIPATION IN THIS TRANSACTION BY ANY FEDERAL DEPARTMENT OR AGENCY.

WHERE THE BIDDER IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, SUCH AGENCY SHALL ATTACH AN EXPLANATION TO THIS PROPOSAL.

2. AS REQUIRED BY THE STATE DRUG-FREE WORKPLACE ACT OF 1990 (GOVERNMENT CODE SECTION 8350 ET. SEQ.) AND THE FEDERAL DRUG-FREE WORKPLACE ACT OF 1988, AND IMPLEMENTED AT TITLE 34 CODE OF FEDERAL REGULATIONS, PART 85, SUBPART F, FOR GRANTEEES, AS DEFINED AT TITLE 34 CODE OF FEDERAL REGULATIONS, PART 85, SECTIONS 85.605 AND 85.610, THE BIDDER CERTIFIES THAT IT WILL CONTINUE TO PROVIDE A DRUG-FREE WORKPLACE.

THE AGENCY AGREES TO:

3:00 PM FRIDAY

1. REQUEST BY TELEPHONE NO LATER THAN _____ AN ACCURATE NUMBER OF
TIME OF DAY AND DAY OF WEEK
MEALS TO BE DELIVERED TO THE AGENCY ON EACH FORTHCOMING WEEK. NOTIFY THE
WEEKDAY OR AS APPROPRIATE
VENDOR OF NECESSARY INCREASES OR DECREASES IN THE NUMBER OF MEAL ORDERS WITHIN * 24 HOURS OF
THE SCHEDULED DELIVERY TIME. ERRORS IN MEAL ORDER COUNTS MADE BY THE AGENCY SHALL BE THE RESPONSIBILITY
OF THE AGENCY.
2. ENSURE THAT AN AGENCY REPRESENTATIVE RECEIVES THE MEALS FOR EACH SITE, AT THE SPECIFIED TIME ON EACH
SPECIFIED DAY. THIS INDIVIDUAL WILL INSPECT AND SIGN FOR THE REQUESTED NUMBER OF MEALS. THIS INDIVIDUAL WILL
VERIFY THE TEMPERATURE, QUALITY, AND QUANTITY OF EACH MEAL DELIVERED. THE AGENCY ASSURES THE VENDOR
THAT THIS INDIVIDUAL WILL BE TRAINED AND KNOWLEDGEABLE IN THE RECORD KEEPING AND MEAL REQUIREMENTS OF
THE CACFP, AND IN HEALTH AND SANITATION PRACTICES.
3. PROVIDE PERSONNEL TO SERVE MEALS, CLEAN THE SERVING AND EATING AREAS, AND ASSEMBLE TRANSPORT CARTS AND
AUXILIARY ITEMS FOR RETURN TO THE VENDOR NO LATER THAN 12:30PM FOLLOWING DAY
TIME EACH DAY
4. NOTIFY THE VENDOR WITHIN 2 DAYS OF RECEIPT OF THE NEXT MONTH'S PROPOSED MENU OF ANY CHANGES
CHANGES, ADDITIONS, OR DELETIONS, WHICH WILL BE REQUIRED IN THE MENU REQUEST.
5. PROVIDE THE VENDOR WITH A COPY OF TITLE 7 CODE OF FEDERAL REGULATIONS, PART 226; THE CHILD AND ADULT CARE
FOOD PROGRAM SCHEDULE B--MEAL PATTERN FOR OLDER CHILDREN; AND THE USDA FOOD BUYING GUIDE (AS
APPLICABLE); AND ALL OTHER TECHNICAL ASSISTANCE MATERIALS PERTAINING TO THE FOOD SERVICE REQUIREMENTS
OF THE CACFP. THE AGENCY WILL, WITHIN 24 HOURS OF RECEIPT FROM THE STATE AGENCY, ADVISE THE VENDOR OF
ANY CHANGES IN THE FOOD SERVICE REQUIREMENTS OF THE CACFP.

* Negotiable time frame but should be no longer than 24 hours.

VENDOR #:

AGREEMENT #:

**STANDARD AGREEMENT TO FURNISH FOOD SERVICE
BETWEEN A CHILD AND ADULT CARE FOOD PROGRAM AGENCY
AND A FOOD SERVICE VENDOR**

6. PAY THE VENDOR BY THE 25TH DAY OF EACH MONTH THE FULL AMOUNT AS PRESENTED ON THE MONTHLY ITEMIZED INVOICE. THE AGENCY AGREES TO NOTIFY THE VENDOR WITHIN 48 HOURS OF RECEIPT OF ANY DISCREPANCY IN THE INVOICE

TERMS OF THE AGREEMENT:

JANUARY 06, 2014

THIS AGREEMENT WILL TAKE EFFECT COMMENCING _____ AND SHALL BE FOR A PERIOD
DATE

OF ONE CALENDAR YEAR. IT MAY BE TERMINATED BY WRITTEN NOTIFICATION GIVEN BY EITHER PARTY HERETO THE OTHER PARTY AT LEAST 30 DAYS PRIOR TO THE DATE OF TERMINATION.

SCHOOL FOOD AUTHORITY VENDING TO AN AGENCY:

PER TITLE 7, CODE OF FEDERAL REGULATIONS, PART 226.20 (O), AGENCIES WHICH VEND FROM A SCHOOL THAT PARTICIPATES IN THE NATIONAL SCHOOL LUNCH AND SCHOOL BREAKFAST PROGRAMS MAY USE THE SCHOOL'S MEAL PATTERN. ENTER THE SCHOOL MEAL INITIATIVE (SMI) PLANNING OPTION(S) YOU WILL USE AND SUBMIT A MENU TO THE AGENCY FOR NSD'S APPROVAL IF YOU WILL NOT USE THE STANDARD CACFP MEAL PATTERN:


If the Agency agrees to the menu planning option, the school will train the Agency by: _____

AGENCY:

Agrees to allow the school to use the SMI menu planning option noted above (submit menu for NSD's approval):

Yes ☐ No ☐

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATES INDICATED BELOW:

VENDOR OFFICIAL SIGNATURE	AGENCY OFFICIAL SIGNATURE 
VENDOR OFFICIAL NAME (PLEASE TYPE) BRYAN BERMAN	AGENCY OFFICIAL NAME (PLEASE TYPE) DEBRA R. KEELER
TITLE President	TITLE DIRECTOR
TELEPHONE NUMBER 949-548-7427	TELEPHONE NUMBER 949-234-5346
DATE NOVEMBER 22, 2013	DATE NOVEMBER 22, 2013

**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213201**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

ACTIVE LEARNING

The Independent Contractor Agreement ICA 1213201 with Capistrano Unified School District and Active Learning called for an original contract period of May 3, 2013, through April 30, 2014.

The contract with Capistrano Unified School District and Active Learning shall be extended an additional twelve (12) months, covering the period May 1, 2014, through April 30, 2015, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$2,000.

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

DISTRICT

Capistrano Unified School District

By: _____
Signature

Terry Fluent
Print name

Director, Purchasing
Title

Date: _____

CONSULTANT

Active Learning

By: _____
Signature

Print Name

Title

Date: _____

EXHIBIT A

ACTIVE LEARNING



Active Learning
The ABC's of Healthy Living

Active Learning

www.activelearningusa.org

Contact: Hiba Shublak
Address: 14 Surfside Ct.
Newport Beach, CA 92663
Phone: (714) 717-4534
Fax: (714) 698-0203
Email: hiba@activelearningusa.org

Custom Programs and Services Available to Fit Your Needs!

The **Active Learning Dance Program** is designed to provide strategies and guidelines to increase the quantity and quality of physical activity, dance and nutrition education. We offer safe and proper and unique activities for children and their caregivers. The separate components within the **Active Learning (AL)** program provide essential goals to educate children about lifelong wellness within dance and fitness education. Through a range of creative master classes, children learn to respect who they are now and imagine the person they will become.

Our Mission: **Active Learning** is dedicated to creating, implementing, and evaluating programs that promote lifelong health and wellness, improving the quantity and quality of dance, physical activity and physical education for children as well as teachers and parents that positively impact children's lives.

Our Goal: Our goal is to provide comprehensive education and address psycho-somatic issues through creative movement and dance therapy, physical activities, physical education and fitness for children and their caregivers.

Active Learning provides 4 specific segments to educate participants on lifelong wellness strategies:

- Segment 1-Physical Activities (range: Infants/toddlers, K-12 as well as parents/seniors);
- Segment 2- Early Childhood and Elementary PE (range: toddlers-Pre K, K-5 as well as classroom teachers);;
- Segment 3- Creative Movement and Dance Education(range: toddlers-Pre K, K-12 as well as classroom teachers & parents/seniors);; and
- Segment 4- Fitness and basic nutrition education for adults and seniors(range: adults 18 years +).

Proposal.

Students are whole body movers. Movement is essential to the learning processes, cognitive and optimal brain development. The body-brain connection lays the foundation for lifelong learning. Dance provides a multi-sensory experience that allows for deep learning and an aesthetic pathway for all students to communicate understanding through movement. Students understand dance as a universal language bridging culture, place and time. Dance students learn creativity, leadership, collaboration, acceptance, critical thinking, problem-solving, empathy, metacognition, self discipline and self esteem while celebrating culture, history and diversity. Each hands-on learning class encompasses the development of English-Language skills as well as provides opportunities for:

- Students to practice Math-CCS skills by using:
 - Sequence and Patterns: through rhythms and dance choreography
 - Problem Solving: by creating dance patterns
 - Addition/Subtraction/Multiplication and Division: by creating dance patterns in boxes of 32 counts each
- **AL** instructors to integrate Science/Coordinated Health CA standards and Nutrition by teaching:
 - The Human Body, muscles, lungs and heart
 - The Heart Rate
 - Nutrition and it's affect on personal performance
- History/Social Science and cultural awareness are taught to children and adolescents through lessons about:
 - World dance and History of different cultural dances
- Socio-emotional skills are achieved through character education, team work by:
 - Working in groups, team work
 - Working in partners
 - Independent practice and following instruction
 - Multitasking by creating, following and learning new styles of dance
 - Practicing patience by watching and critiquing others
 - Becoming more self confident by having the opportunity to master skills in a supportive environment
 - Practicing Perseverance by working through different choreography and live performance
 - Learning simple, non-competitive, non-threatening dance choreography
 - Finding an outlet for emotions and behavioral problems

► English Language Development – CA Common Core Standards:

Custom Programs available to Fit Your Needs!

Active Learning's Literacy components in the lessons, aligned with CCS, using innovative instruction that address:

- English language development
- Phonemic awareness & phonics
- Vocabulary development
- Oral language development
- Reading fluency and comprehension
- Writing

Our curriculum engages students with multi-cultural lessons that address the diversity of the student population. We specialize in reaching our students using a variety of teaching strategies that include art and movement to connect students with personalized learning through multiple-intelligences. Our Literacy component aligns with the, English Language Development CA Common Core Standards so that students have the chance to develop the skills in reading, writing, speaking, and listening that are foundational for any creative and purposeful expression in language.

Student Journals: After participating in our fun filled movement classes, students work with program leaders and/or teachers to create journals that outline their activity of the day, showcase what they learned, form complete sentences enrich their vocabulary and learn how to spell new words. Leaders and teachers guide students using games that focus on sounds, letters, blends and words to build their reading and writing skills. The program also encourages and integrates drawing and photography as art to promote creative expression and engage the whole student. At the final culminating performances, students have the chance to highlight and display their hard work by reading and presenting their journals out loud to a live audience. The progression in their journal activities are showcased in their dance performances as well.

Detailed Dance, Health CCS-Reading, Writing, Listening/Speaking and Math standards aligned to our curriculum is available upon request.

High Quality Programming.

Many after school agencies often partner with **Active Learning** to raise ADA numbers in their programs and we are confident in retaining at least 85% or better of average daily attendance per site during our classes. We pride ourselves with the uniqueness of setting healthy trends in schools and communities by updating our music, movements, lessons and games to the most contemporary styles that currently define the culture. **AL** instructor's make an impressionable appearance, appropriately uniformed in T-shirts of the latest cartoon characters and media fads. In addition we provide a class structure that offers suspenseful cliff hangers each week to attract students' return and participation in the evolving curriculum with culminating events to showcase their progress, such as student performances that can be linked to YouTube, presentations by guest artists, healthy incentives and supportive awards.

Along with education and experience, **AL** instructors are extensively trained on the comprehensive curriculum and classroom organization, structure and management skills. The instructional methods are based on a seasonal curriculum that is specifically aligned with the CA Health and Dance Standards and integrated with CA Common Core Standards in English, Language Arts, Literacy, History/Social Science, Math and Technical Subjects. The curriculum builds in progression. Each class is constructed based on the developmentally appropriate needs of the students. Activities are designed to enhance the implementation of the Common Core State Standards through active learning, creative movement, object manipulation, health and dance education. The instructional methods are outlined in our class structures:

Table 1.0	30 minute classes	60 minute classes	90 minute classes	120 minute classes
Introduction-Review (Health Standards)	5 minutes	10 minutes	10minutes	10-15 minutes
Dance Fitness Warm Up	5-7minutes	10 minutes	20 minutes	30 minutes
CCS-Dance Standard Activity	10 minutes	15 minutes	20 minutes	30 minutes
Dance Choreography	5-7minutes	10 minutes	20 minutes	15-20 minutes
Cool Down, Stretch-Yoga	3-5 minutes	5 minutes	5-7 minutes	10-15 minutes
Review & Journal Art (Health/CCS/Dance Standards)	Take Home	10 minutes	10-15 minutes	20 minutes

Custom Programs and Activities to Fit Your Needs!

By attending classes each week and moving in structured formats that include a comprehensive warm-up, cardiovascular and strength activity as well as a cool down portion that offers yoga and relaxation, students improve and increase physical activity levels. Each hands-on learning class encompasses the development of English-Language skills as well as provides opportunities for children to explore the CA Common Core, CA Dance and Health Standards through movement and active learning.

Our innovative games, lessons and modern music and movement activities are sure to attract students of all ages throughout the year. In addition, we incorporate object manipulation into creative classical & cultural dance styles to give children and adolescence a chance to learn a variety of skills that will enhance the creation of their individuality and unique characters. With successful completion of the program, children develop a positive sense of self as well as a healthy physical and emotional outlook. Furthermore, we offer incentives that motivate students to come back such as awards, progressive curriculum that builds each week, music CD's and other fun items to reward students for their attendance and participation.

Parents are proud to have their children participate with **Active Learning** for many reasons that include but are not limited to: safety after school with an emphasis on health and fitness education, body awareness, socialization skills, relief of stress through movement, cultural, musical and performing art appreciation as well as having fun. Parents can see the growth of their children's skills at the culminating performances where students showcase what they learned each week and present their dance journals that highlight English-language skills and creative art expression. **AL** provides a parent component which helps establish family togetherness through adult and child success. Each activity is designed to relate positive experience in physical activity and family togetherness. This has a direct benefit for nurturing the family unit with healthy messages, at home and in the school environment.

Costs per Participant per Day.

We strive to give students the opportunities to explore self expression, relive pressures of daily life and to learn a lifestyle of health and fitness through dance. Our goal is to maintain dance exercise classes in all schools so students grow with the skills to be fit and healthy for life. In order to make this happen we provide our services at lower costs. Based on 84 children per elementary site the cost per child is \$3.13 per day or \$1.57 per hour and for intermediate students the cost is \$2.37 per day or \$1.19 per hour. We want to help students learn through movement and dance, because it works.

For YMCA ASES programs we have lowered our costs to \$2.50 per child per day for elementary students. We are privileged to work with Capistrano Unified and are flexible in ranging our costs to provide more services in the future. Our general costs can range from \$1-\$4 per child tailored for student and program needs. We are usually qualify for funding from grants such as Title 1 under supplemental education, 21st Century under academic education since we meet the CCS and integrate math and literacy concepts in all our lessons, Prop 49/ASES through education, safety and literacy as well as other discretionary funds such as PTA and PTO.

Success and Sustainability

– Record of Success: **Active Learning** has partnered with a vast number of school districts and Community Based Organizations for over 14 years throughout California. Our programs are currently reaching great success in local school districts that include:

– SAUSD, Anaheim City, Centralia, Ocean View, La Habra City, Capistrano Unified, Huntington Beach Union High, Orange, Irvine, Newport-Mesa, and early childhood programs- Head Start, School Readiness, Kinder-Readiness. Parent/Family Success – **KID Healthy-Parent/Teen Mendez Exercise Classes:** Exercise classes held at Mendez Fundamental during evenings lost capacity to retain the instructor and began losing attendance in the scheduled program. **Active Learning** supported KID Healthy, by taking over the program without delay. Bi-lingual instructors were recruited, hired and raised overall attendance for a total of 5 months from 11/2011-4/2012. Classes became so popular, parents brought in pre teens and teens to join.

– **Party in the Park:** On 2/25/12 and in partnership with the City of Santa Ana, **AL** created, sponsored, and directed a free and healthy community event to promote the classes for the Mendez program. It was a great success with 50+ Santa Ana residents and SAUSD students that participated. Video footage was submitted to Let's Move! Campaign: *communities on the move- video challenge*. SAUSD students still approach us with positive memories from the event.

– **ACSD-Gauer Kinder Performance:** Since 2003, **Active Learning** has directly served elementary schools throughout OC specifically to choreograph school wide or grade specific dance shows for students. In this case, we partnered with Kindergarten teachers to prepare a show for Mother's Day celebration. Parents were so enthusiastic about the performance; they joined in to participate with their children as we led them in dance and exercise.

School Education Success - **OCDE & CAHPERD:** Working with over 11 OC school districts and after presenting best practices at the CA conference for Health, PE, Recreation and Dance, Hiba Shublak **AL** Executive Director, was honored by the OC Department of Education with an award **Innovator of the Year** in 2005 for methods of using hip hop music as an exercise tool to get students moving and having fun.

- **SAUSD Success:** Since 2003 till present time, **Active Learning** has provided a multitude of dance, physical activities and education in SAUSD. Beginning with early childhood, we taught safe and developmentally appropriate physical education to all Kinder Readiness sites in the district coupled with teacher trainings for sustainability and received an **Award for Excellence in Health and Physical Education**. In 2006, we launched the after school dance education program that started with 9 intermediate sites and received a plaque of **Partnership and Support of SAUSD's After School Education and Safety Program**. With continued success in the middle schools and by popular demand, we've expanded into all 36 elementary schools. In 2009-2010, **AL** donated in-services with Century (2 days) and Valley (1 day/week for 1 school year 2010-2011) High school in dance education and received a **Certificate of Appreciation** for dedication.

- **Commonwealth Elementary:** In 2008, **AL** choreographed, taught and directed a school wide dance performance for grades K-6 and received a Hip Hop Award for appropriate dance education in elementary schools. The PE teacher brought us back every year thereafter, and we were honored with several certificates in dance performance until he retired.

- **Gauer Elementary:** We currently visit the Kinder and 1st grade classrooms annually to provide a grade level seasonal performance and have received certificates of appreciation since 2009.

Stakeholder Feedback.

Within the past 7 years, **Active Learning** has collected thousands of surveys from its stakeholders, including district and program administration, principals, parents and students. **Active Learning** uses this feedback to inform program development efforts at both the site and organization levels. The data feedback is reflected at staff meetings and used to plan goals that will to continue opportunities for student growth.

District Liaisons: Over 91% of District Liaisons have indicated that they are satisfied or strongly satisfied on all of the following indicators: *program organization, safety, alignment with district expectations, professionalism of staff, Innovation, maximizing student learning, managing student behavior and the quality of the academic components integrated into dance.*

School Principals: 87% of principals reported that **Active Learning** curriculum and instruction reinforces concepts taught during the school day. Nearly one-third of principals partner with **AL** to provide health reward assemblies for students.

- *"Tyler has so much positive energy that rubs off on the children it is awesome. He is professional and fun at the same time. He gets the students active while they are learning"*
- *"Allie's been great and she displays great classroom management over the students and keeps them engaged. She forms organized lines and is able to connect with the kids which I am deeply appreciative of."*

Parents: 86% of parents strongly believe that their child is more confident since coming to **Active Learning** classes. ▪ *"I thought my daughter hated exercise until she took these classes!"*

Students: Nearly two-thirds of students report that the program has helped them learn how to do dance, make friends, practice self efficacy and do things they never thought they could. 89% of elementary and middle school students say that the program helps them do better in school, because they feel healthier and look forward to dance after school. 95% of elementary and middle school students say that the program is a safe place for them to be afterschool.

- *"I really like this program. In dance class I feel more confident and my self esteem is higher. I am so glad it came to my school and hope all the kids get to try it!"*
- *"I taught my cousins the moves I learned"*
- *"When we have ideas for a dance she pays attention to us, and that makes me feel better."*
- *"I wish the program was longer because with the steps you learn math, angles and it's fun!"*
- *"Thank you for teaching me dances, because dancing is my dream!"*

Articles of Success: Feature Articles in Newspapers and Magazines: (copies available upon request) - Orange County Register -4 times

- Costa Mesa Daily Pilot- 3 times

- Japan Fitness News- 1 time

Custom Programs are Available to Fit Your Needs!

- Orange Coast Magazine-1 time
- Anaheim Tribune-2 times
- Kost 103.5 and KBIG 104- Radio Interview 2005
- Channel 7 ABC Eyewitness news- On behalf of Network for a Healthy CA- Physical Activity 3 times 2005-2008
- Local Orange County channel featuring **Santa Ana School District**, Boys and Girls clubs of Santa Ana and PA-2005-2009

Conclusion.

Active Learning was born to create an emotionally supportive and safe environment for students. From the first day of class, teachers automatically set the tone of a learning environment for students and reward them for their participation and having fun. Children and adolescence also have the chance to perform for families and their peers. They learn the role of being an audience member and that of a performer. Together they share and support each other in performance and participation. Moreover, students gain the freedom of self expression through movement as a stress relief for psychosomatic wellness. Dance is a fun activity for children and adolescents and having fun is good for everyone. The positive social impact and connections students make with their peers in class also helps them develop an excellent sense of team work and socialization in a healthy environment while exercising. This helps students learn about lifetime fitness habits through group exercise and dance.

Active Learning lessons engage all aspects of learning: cognitive ("I know"); affective ("I feel"); and psychomotor ("I experience and do"). We believe every child and youth can develop appropriate skills, feel good about his or her body, and relate to others in positive ways. Founded in 1999, **Active Learning's** vision was to incorporate a sanctuary in the school setting, that models healthy behaviors, allowing individuals to recognize their inner strengths and infinite talents with trusted mentors. **Active Learning** bestows absolute acknowledgment and the caliber of partnering together. Collectively we can increase the capacity of students growth and self efficacy.



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

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ANNA BRYSON

AMY HANACEK

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, Ed.D.

March 11, 2014

Sent via e-mail hiba@activelearning.org

Active Learning
14 Surfside Ct.
Newport Beach, CA 92663
Attn: Hiba Shublak

Subject: Extension of Contract No. ICA 1213201

Dear Ms. Shublak,

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on April 30, 2014.

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 May 1, 2014 through April 30, 2015. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2014-2015.

Please electronically return the fee schedule to me at dmantifae@capousd.org by Friday, March 21, 2014.

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



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of June 13, 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").

ACTIVE LEARNING

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 \$1050.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing May 3, 2013 to April 30, 2014 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and 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: 6/12/13

CONTRACTOR

Signature: Hiba Shublak
 Name: Hiba Shublak/ Active Learning
 Title: Founder
 Address: 14 Surfside Ct. Newport Beach, CA
92663
 Email Address: hiba@activelearningusa.org
 FEIN/SSN: 620030873

Mar, Araceli

From: Janeth Lozano [jlozano@ymcaoc.org]
Sent: Friday, April 05, 2013 11:20 AM
To: Mar, Araceli
Subject: Active Learning class

Hello Araceli,

I spoke to Mrs. Pule regarding a dance course we will be having for our students, she approve the price and the program she said to talk to you so we could make a PR ASAP. This is the information I have regarding the program, PLEASE LET ME KNOW IF YOU NEED ANY ADDITIONAL INFORMATION.....

Price \$1,050.00
Hiba Shublak
CEO/Founder
Active Learning
Ph. 714.717.4534
www.activelearningusa.org
Creative Movement & Dance Education
THANKS.....

Janeth Lozano
San Juan ASES Director
BEACH CITIES YMCA
(Ph) 949-496-7514
(E) jlozano@ymcaoc.org (W) ymcaoc.org

The Y: We're for youth development, healthy living and social responsibility.

This email and any files with it are confidential and intended solely for the use of the individual or entity to which they are addressed. If you have received this email in error please notify the system manager. Please note that any views or opinions

**EXTENSION NO. 1 PROFESSIONAL SERVICE AGREEMENT
PSA 1213195**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BEST BEST & KREIGER LLP

Professional Service Agreement No. PSA 1213195 called for an original contract period of April 25, 2013, through April 24, 2014.

The contract with Best Best & Krieger LLP, shall be extended an additional six (12) months, for the period April 25, 2014, through April 24, 2015 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on April 23, 2014.

Except as set forth in this Extension Agreement, and Board approved on April 23, 2014, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Best Best & Krieger LLP

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

Exhibit A

**FEE SCHEDULE
BEST BEST & KRIEGER LLP**

Attorney	Hourly Rate
Partner/Of Counsel, Associates	\$245 per hour
Paralegals/Clerks:	\$145 per hour

**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213192**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BEYOND TECHNOLOGY

The Independent Contractor Agreement ICA 1213192 with Capistrano Unified School District and Beyond Technology called for an original contract period of April 25, 2013, through April 24, 2014.

The contract with Capistrano Unified School District and Beyond Technology shall be extended an additional twelve (12) months, covering the period April 25, 2014, through April 24, 2015, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$15,000.

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

DISTRICT

Capistrano Unified School District

By: _____
Signature

Terry Fluent
Print name

Director, Purchasing
Title

Date: _____

CONSULTANT

Beyond Technology

By: _____
Signature

Print Name

Title

Date: _____



Fee Schedule January 2014

EXHIBIT A

BEYOND Technology Basics For Teachers

Pricing Includes The Following:

- 30 Hours of Training for 15 Teachers at your School
- 15 Teacher Manuals
- CD With All Templates
- Two Graduate Units (600 series) From Point Loma University

\$5,100.00

Technology Integration Workshops For Teachers

Pricing Includes The Following:

- 2 Hour Integration Workshop For Each Teacher Per Project
- CD With All Templates And Final Project
- Instructional Designer Support On-Premise

\$500.00 Per Workshop

Custom Professional Development

\$225.00 Per Hour

Versions—XP with MSOffice 2003, 2007, 2010, WIN 7 with MSOffice 2007, 2010

MAC with MSOffice 2004, 2008, 2011, MAC with iWork 2009

4195 Chino Hills Parkway—Suite 512—Chino Hills, California 91709



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

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ANNA BRYSON

AMY HANACEK

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

March 11, 2014

Sent via e-mail rick@beyondtechd.com

Beyond Technology
4195 Chino Hills
Chino, CA 91709
Attn: Rick Harrell

Subject: Extension of Contract No. ICA 1213192

Dear Mr. Harrell,

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on April 24, 2014.

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 April 25, 2014, through April 24, 2015. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2014-2015.

Please electronically return the fee schedule to me at dmantifac@capousd.org by Friday, March 21, 2014.

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

enc.



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of 4-25-13, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the contractor listed below ("**Contractor**"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

BEYOND TECHNOLOGY EDUCATION, 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 \$15,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement The term of this base Agreement is for one year commencing 4/25/13-4/24/14 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 4/24/13

CONTRACTOR

Signature: _____

Name: Rick Hannell

Title: CO-CEO

Address: 4195 Camino Alti

Suite 540

Email Address: rick@beyondtech-ed.com

FEIN/SSN: 56-2290032

Pricing: Professional Development

BEYOND Technology Basics For Teachers

Pricing Includes The Following:

- 30 Hours of Training for 15 Teachers at your School
- 15 Teacher Manuals
- CD With All Templates
- Two Graduate Units (600 series) From Point Loma University

\$5,500.00

Technology Integration Workshops For Teachers

Pricing Includes The Following:

- 2 Hour Integration Workshop For Each Teacher Per Project
- CD With All Templates And Final Project
- Instructional Designer Support On-Premise

\$500.00 Per Workshop

Custom Professional Development

\$250.00 Per Hour

Versions

XP with MSOffice 2003, 2007, 2010, WIN 7 with MSOffice 2007, 2010

**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213196**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

TARGETSUCCESS INCORPORATED

The Independent Contractor Agreement ICA 1213196 with Capistrano Unified School District and TargetSuccess called for an original contract period of May 9, 2013, through May 8, 2014.

The contract with Capistrano Unified School District and TargetSuccess shall be extended an additional twelve (12) months, covering the period May 9, 2014, through May 8, 2015, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$19,000.

Except as set forth in this Extension Agreement, and originally Board approved on may 8, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: _____
Signature

Terry Fluent
Print name

Director, Purchasing
Title

Date: _____

CONSULTANT

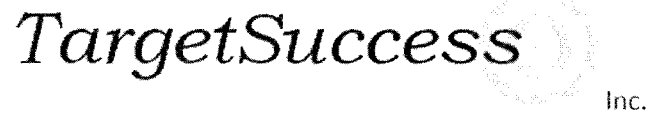
TargetSuccess, Incorporated

By: _____
Signature

Print Name

Title

Date: _____



March 13, 2014

2014 – 2015 Proposal for services for the Capistrano Unified School District

1. Re-certify administrators already certified in the Ventures for Excellence Teacher interview with the TargetSuccess Teacher Interview. No charge
2. Train 22 district personnel in the TargetSuccess Teacher Interview (online training) and certification. \$950 each participant = \$20,900 less 20% Professional Discount = \$16,720 TOTAL (no additional costs)

The above number of district personnel may change – the pricing structure will remain the same. \$950 per participant less a 20% Professional Discount.

Pete Pillsbury

President, TargetSuccess, Inc.



INDEPENDENT CONTRACTOR AGREEMENT

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

TARGETSUCCESS, INC.

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

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

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

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

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

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

DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 5/8/13

CONTRACTOR

Signature: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

FEIN/SSN: _____



April 17, 2013

Proposal for services for the Capistrano Unified School District.

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

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

Pete Pillsbury

President, TargetSuccess, Inc.



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

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CLERK

ELLEN M. ADDONIZIO

ANNA BRYSON

AMY HANACEK

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, Ed.D.

March 11, 2014

Sent via e-mail petesr@targetsucces.biz

TargetSuccess Inc.
330 Green Valley Rd.
Scotts Valley, CA 95066
Attn: Georgianne Pillsbury

Subject: Extension of Contract No. ICA 1213196

Dear Ms. Pillsbury,

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on April 24, 2014.

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 May 9, 2014, through May 8, 2015. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2014-2015.

Please electronically return the fee schedule to me at dmantifae@capousd.org by Friday, March 21, 2014.

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

enc.

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

**WITH
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
TARGET SUCCESS, INCORPORATED**

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

The total cost of services requested by the District and provided by the Consultant under this Agreement shall be amended not to exceed \$20,710 annually. This amount may be increased by mutual agreement of both parties by written amendment.

Except as set forth in this amendment, and Board approved on May 8, 2013, all other terms and conditions of the contract remain in full force and effect.

Capistrano Unified School District

By: Terry Fluent
Signature

Terry Fluent

Director, Purchasing

Date: 2/13/14

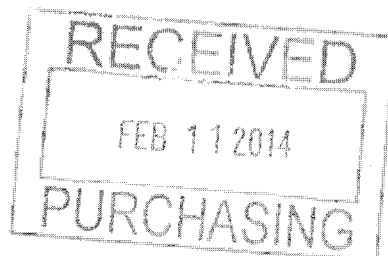
Target Success, Incorporated

By: Georgianne Pillsbury
Signature

Georgianne Pillsbury
Print Name

Secretary
Title

Date: 2/3/14



EXTENSION NO. 1 OF PROFESSIONAL SERVICE AGREEMENT PSA1213200

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

MITCHEL D. PERLMAN PH.D. INCORPORATED

The Professional Service Agreement PSA 1213200 with Capistrano Unified School District and Mitchel D. Perlman PH.D., Incorporated called for an original contract period of May 1, 2013, through April 30, 2014.

The contract with Capistrano Unified School District and Mitchel D. Perlman PH.D., Incorporated shall be extended an covering the period May 1, 2014, through June 30, 2014, at the prices shown in Exhibit A to this Extension No. 1 Agreement.

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

DISTRICT

CONSULTANT

Capistrano Unified School District

Mitchel D. Perlman PH.D. Incorporated

By: _____
Signature

By: _____
Signature

Terry Fluent
Print name

Print Name

Director, Purchasing
Title

Title

Date: _____

Date: _____

Exhibit A

Fee Schedule

Mitchel D. Perlman PhD, Inc.
2430 Palermo Drive
San Diego, CA 92106
(619)255-5566
drMitch@drMitch.com

Psychoeducational evaluation

\$175.00 per hour for Psychoeducational assessments, report writing, discussion of results, collaboration/consultation with other professional, telephone calls, IEP attendance.

By: 

Date: 05-23-2013



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of June 13, 2013 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

MITCHEL D. PERLMAN PH.D INCORPORATED

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

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

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

NOW, THEREFORE the Parties agree as follows.

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$6,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing May 1, 2013 to April 30, 2014 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: [Signature]

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 6/14/13

CONSULTANT

Signature: [Signature]

Name: Mitchel D Perlman

Title: Licensed Clinical Psychologist

Address: 2430 Palermo Drive

San Diego, CA 92106

Email Address: drMitch@drMitch.com

FEIN/SSN: _____

Professional Services Agreement 1213200
Capistrano Unified School District

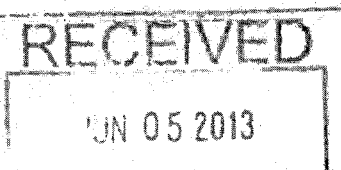


Exhibit A

Fee Schedule

Mitchel D. Perlman PhD, Inc.
2430 Palermo Drive
San Diego, CA 92106
(619)255-5566
drMitch@drMitch.com

Psychoeducational evaluation

\$175.00 per hour for Psychoeducational assessments, report writing, discussion of results, collaboration/consultation with other professional, telephone calls, IEP attendance.

By _____

Date: 05-23-2013

**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213193**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

EAGLE SOFTWARE

The Independent Contractor Agreement ICA 1213193 with Capistrano Unified School District and Eagle Software called for an original contract period of April 25, 2013, through April 24, 2014.

The contract with Capistrano Unified School District and Eagle Software shall be extended an additional twelve (12) months, covering the period April 25, 2014, through April 24, 2015, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$2,500.

Except as set forth in this Extension Agreement, and originally Board approved on April 25, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: _____
Signature

Terry Fluent
Print name

Director, Purchasing
Title

Date: _____

CONSULTANT

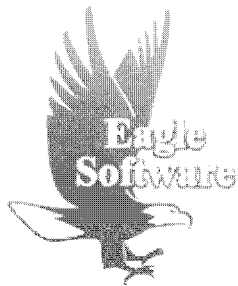
Eagle Software

By: _____
Signature

Print Name

Title

Date: _____



Aeries **sis**

1065 N. Pacific Center Drive
Suite 400
Anaheim, CA 92806

EXHIBIT A

March 18, 2014

Sent via email to: dmantifae@capousd.org

Capistrano Unified School District
33122 Valle Road,
San Juan Capistrano, CA 92675
Attn: Donna Antifae

Regarding: Extension of Contract No. ICA 1213193

Dear Ms. Antifae,

As a company within the California K-12 educational software and services industry, Eagle Software certainly recognizes the state's ongoing financial stagnation. However, Eagle Software is not in a position to be able to lower its rates for training for this same reason. Eagle Software continues to offer superior services specifically designed for the California educational arena, with trainings and workshops designed to keep up with the latest revisions and affairs.

On the subject of training, as of July 1, 2014, training fees will be revised from a model of \$1,200 per day with expenses billed separately (usually up to \$250 per day) to a flat-fee of \$1,500 per day, with expenses included. Please let me know if a separate billing schedule is needed aside from as stated above.

Eagle Software appreciates the loyalty and partnership Capistrano Unified School District has developed in creating a product that suits both the needs of its own district, as well as others throughout California.

If you have any questions, please contact me at (888) 487-7555.

Best Regards,

Brent Lloyd

Vice President

Eagle Software

(888) 487-7555

brent@aeries.com

Toll Free (888) 487-7555
Fax (714) 632-1567



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES
JOHN M. ALPAY
PRESIDENT
LYNN HATTON
VICE PRESIDENT
GARY PRITCHARD, PH.D.
CLERK
ELLEN M. ADDONIZIO
ANNA BRYSON
AMY HANACEK
JIM REARDON
SUPERINTENDENT
JOSEPH M. FARLEY, Ed.D.

March 11, 2014

Sent via e-mail brent@aeries.com

Eagle Software
1065 N. Pacific Center Drive, Suite 400
Anaheim, CA 92806
Attn: Brent Lloyd

Subject: Extension of Contract No. ICA 1213193

Dear Mr. Lloyd,

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on April 16, 2014.

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 April 17, 2015, through April 16, 2015. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2014-2015.

Please electronically return the fee schedule to me at dmantifae@capousd.org by Friday, March 21, 2014.

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

enc.



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 4/25/13, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

EAGLE SOFTWARE

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 \$2,400.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 4/25/13-4/24/14 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 4/24/13

CONTRACTOR

Signature _____

Name: Brent Lloyd

Title: Vice President, Eagle Software

Address: 1065 N. Pacific Center Dr., Ste. 400

Anaheim, CA 92806

Email Address: brent@eagles.com

FEIN/SSN 33-0427993

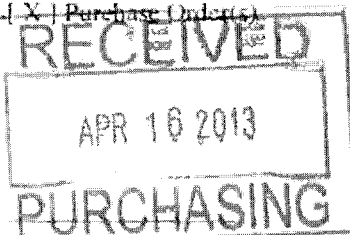


EXHIBIT A

FEE SCHEDULE

Eagle Software
Chuck Berridge
1065 N. Pacificcenter Drive, Suite 400
Anaheim, CA 92806
(888) 487-7555
Fax (714) 632-1567
brent@aeries.com

Aeries training as follows:

The trainer will present a full-day class on the theory and practice of scheduling students into classes for next school year. Collecting and entering course requests, entering the master schedule, scheduling students, and printing reports are included.

Cost

Aeries training is \$1,200 per trainer per day plus the trainer's travel expenses and will be billed after the training is complete. For an Orange County district with a trainer who lives in the county, we suggest estimating \$45 for mileage and \$10 for lunch.

Signature Brent Lloyd Date 4/3/2013

Brent Lloyd, Vice-President, Eagle Software

AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213193

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

EAGLE SOFTWARE

Independent Contractor Agreement No. ICA 1213193 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Independent contractor Agreement No. ICA 1213193 shall be amended to \$2,500 for additional services requested by the District.

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

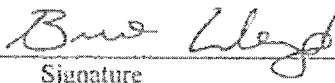
DISTRICT

CONSULTANT

Capistrano Unified School District

Eagle Software

By: 
Signature

By: 
Signature

Terry Fluent

Brent Lloyd
Print Name

Director, Purchasing

Vice President
Title

Date: 7/29/13

Date: 6/24/2013



**AMENDMENT NO. 2 OF PROFESSIONAL SERVICE AGREEMENT
PSA1213037**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SUSAN BERKOWITZ

The Professional Service Agreement PSA 1213037 with Capistrano Unified School District and Susan Berkowitz called for an original contract period of July, 1, 2013, through June 30, 2014.

The contract with Capistrano Unified School District and Susan Berkowitz shall be amended increasing the not to exceed amount to \$5,000 for additional services as requested by the District.

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

DISTRICT

CONSULTANT

Capistrano Unified School District

Susan Berkowitz

By: _____
Signature

By: _____
Signature

Terry Fluent
Print name

Print Name

Director, Purchasing
Title

Title

Date: _____

Date: _____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of May 24, 2012, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

SUSAN BERKOWITZ

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$6,000.00 in aggregate under this Agreement.

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

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

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

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

DISTRICT

By: 

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 5/23/12

CONSULTANT

Signature: 

Name: SUSAN BERKOWITZ

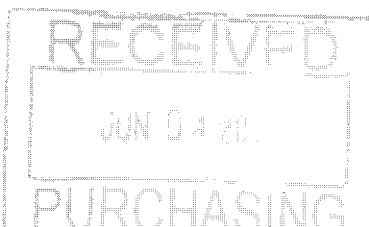
Title: Spanish Language Consultant

Address: 11248 DUNDA RD

SAN DIEGO CA 92127

Email Address: BERKOWITZSP@HOTMAIL.COM

FEIN/SSN 197-36-3692



Professional Services Agreement Contract No. 1213037
Capistrano Unified School District

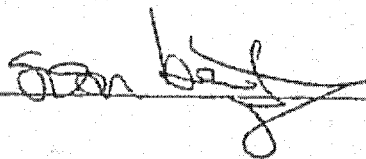
SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

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

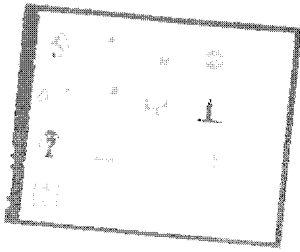
Upon complete of the independent educational evaluation, the consultant agrees to release assessment documentation including assessment protocols and written report to the DISTRICT prior to receipt of payment for services.

By



Date

05.21.12



Susan Berkowitz, M.S., M.Ed.
Speech Language Pathologist

Fee Schedule for the Capo USD 2013-2014

\$120 per hour if services provided within San Diego

\$130 per hour if services provided in Orange County

\$.565 per mile beyond 35 miles from my office

\$150 per hour due process hearings prepare and testify

www.macs.com/susanberkowitz

EXTENSION OF AGREEMENT NO. PSA 1213037

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SUSAN BERKOWITZ

Professional Services Agreement No. PSA 1213037 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Susan Berkowitz shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$2,000.

Except as set forth in this Extension Agreement, and Board approved on May 23, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Susan Berkowitz

By: 
Signature

By: 
Signature

Terry Fluent

Susan Berkowitz
Print Name

Director, Purchasing

Speech pathologist / AAC specialist
Title

Date: 6/6/13

Date: 5-10-13

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213037

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SUSAN BERKOWITZ

Professional Services Agreement PSA 1213037 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Professional Services Agreement No. PSA 1213037 shall be amended to \$4,000 for additional services requested by the District.


Except as set forth in this Amendment, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Susan Berkowitz

By: 
Signature

By:  (Please see exception to fee schedule changes)
Signature

Terry Fluent

Susan Berkowitz
Print Name

Director, Purchasing

SLP
Title

Date: 10/14/13

Date: 9-21-13

**AMENDMENT NO. 1 TO MASTER CONTRACT AGREEMENT
NO. MCA 1314032**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

OCEAN VIEW

Master Contract Agreement No. MCA 1314032 called for services to be rendered at the rates shown in the agreement.

The contract with Capistrano Unified School District and Ocean View shall be amended to increase the contract not to exceed \$750,000 covering the period of July 1, 2013, through June 30, 2014.

Except as set forth in this amendment, and originally Board approved on June 26, 2013, all other terms and conditions of the contract remain in full force and effect.

Board Approval Date: _____

**MASTER CONTRACT AGREEMENT ***

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of June 27, 2013, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor").

OCEAN VIEW SCHOOL

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2013 through June 30, 2014.

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

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

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

"DISTRICT"

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

"CONTRACTOR"

By: Helen Condas
Name: Helen Condas, LCM
Title: Director
Email address: condashe@aol.com
FEIN/SSN _____

MASTER CONTRACT AGREEMENT No. 1314032
CAPISTRANO UNIFIED SCHOOL DISTRICT

EXHIBIT A: RATES

CONTRACTOR	Ocean View School	CONTRACTOR NUMBER	30-73635-7098866	2013-2014
(NONPUBLIC SCHOOL OR AGENCY)		(CONTRACT YEAR)		
Per CDE Certification, total enrollment may not exceed		2 Classrooms	If blank, the number shall be as determine by CDE Certification.	

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

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

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

Rate	Period
\$152.00	Daily

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

B. Related Services

(1)	a. Transportation – Round Trip	\$60.00	Daily
	b. Transportation – One Way		
	c. Transportation – Dual Enrollment		
	d. Public Transportation		
	e. Parent*		
(2)	a. Counseling and Guidance Services	\$120.00	Per hour
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of ____		
	c. Adapted Physical Education – Group of ____		
(4)	a. Language and Speech Development & Remediation	\$120.00	Per hour
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Per Diem		
	e. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	\$110.00	Daily
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4-7		
	e. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
	a. Behavior Intervention		
	b. Behavior Intervention-Supervision		
	Provided by: _____		
(9)	Psychological Services other than assessment and IEP development		
(10)	Residential Board and Care		
(11)	Residential Mental Health Services		

*Parent transportation reimbursement rates are to be determined by the LEA
**By credentialed Special Education Teacher.

**AMENDMENT NO. 2 TO MASTER CONTRACT AGREEMENT
NO. MCA 1314157**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BEACON DAY SCHOOL

Master Contract Agreement No. MCA 1314157 called for services to be rendered at the rates shown in the agreement.

The contract with Capistrano Unified School District and Beacon Day School shall be amended to increase the contract not to exceed \$100,000 covering the period of February 13, 2014, through June 30, 2014.

Except as set forth in this amendment, and Board approved on February 13, 2014, all other terms and conditions of the contract remain in full force and effect.

Board Approval Date: _____



MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of February 13, 2014 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor").

BEACON DAY SCHOOL

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning February 13, 2014 through June 30, 2014.

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

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

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

"DISTRICT"

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 2/12/14

"CONTRACTOR"

By: _____

Name: Mary J. Lang Ph.D

Title: CEO / Dir.

Email address: m.j.lang@beaconday.school.ca

FEIN/SSN: 137-38-6732

EXHIBIT A: RATES

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

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

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

A. Basic Education Program/Special Education Instruction

Rate	Period
\$196.14	Per Day

Basic Education Program/Dual Enrollment

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

B. Related Services

(1)	a. Transportation –	\$40.00 + \$2.50 per mile	Per Day
	b. Transportation – One Way		
	c. Transportation – Dual Enrollment		
	d. Public Transportation		
	e. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of _____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of _____		
	c. Adapted Physical Education – Group of _____		
(4)	a. Language and Speech Therapy – Individual	\$100.00	Per Hour
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Per Diem		
	e. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual	\$100.00	Per Hour
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4-7		
	e. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy	\$100.00	Per Hour
	a. Behavior Intervention		
(9)	Nursing Services		
(10)	Residential Board and Care		
(11)	Residential Mental Health Services		

*Parent transportation reimbursement rates are to be determined by the LEA
**By credentialed Special Education Teacher

**AMENDMENT NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1314142**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

QUINTESSENTIAL SCHOOL SYSTEMS

The Independent Contractor Agreement ICA 1314142 with Capistrano Unified School District and Quintessential School Systems called for an original contract period of January 9, 2014, through January 8, 2015.

The total cost of services requested by the District and provided by the Consultant under this Agreement shall not exceed \$8,000 annually. This amount may be increased by mutual agreement of both parties by written amendment.

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

CONSULTANT

Capistrano Unified School District

By: _____
Signature

Terry Fluent
Print name

Director, Purchasing
Title

Date: _____

DISTRICT

Quintessential School Systems

By: _____
Signature

Print Name

Title

Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of January 9, 2013 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the contractor listed below ("**Contractor**"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

QUINTESSENTIAL SCHOOL SYSTEMS

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$4,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

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

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

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

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

DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONTRACTOR

Signature: _____

Name: Duane Percox

Title: CEO

Address: 867 AMERICAN ST. 2ND FLOOR
SAN CARLOS, CA 94070

Email Address: duane@gss.com

FEIN/SSN 94-3115340

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

Our Understanding

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

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

Services to be provided by the Contractor

The contractor, Quintessential School Systems, will provide the general professional services necessary to ensure delivery within established timelines and budgetary constraints. These general services shall include, but are not limited to the following:

- A. Business Analysis and Technical Consultation
- B. Customized Training of QSS/QCC
- C. Project Management

Deliverables

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

Pricing

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

Expenses

DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: Travel expense directly related to project activity, and at the request and pre-approval of the District.

**AMENDMENT NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1314060**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

CAMPCO DAY CAMPS

The Independent Contractor Agreement ICA 1314060 with Capistrano Unified School District and Campco Day Camps called for an original contract period of September 5, 2013, through September 4, 2014.

The total cost of services requested by the District and provided by the Consultant under this Agreement shall not exceed \$22,265 annually. This amount may be increased by mutual agreement of both parties by written amendment.

Except as set forth in this Extension Agreement, and Board approved on August 28, 2013, all other terms of the contract remain in full force and effect.

CONSULTANT

Capistrano Unified School District

By: _____
Signature

Terry Fluent
Print name

Director, Purchasing
Title

Date: _____

DISTRICT

Campco Day Camps

By: _____
Signature

Print Name

Title

Date: _____



26861 Trabuco Road, Suite E-121
 Mission Viejo, CA 92691
 (949) 643-9008
 www.CampcoDayCamps.com

Physical Education Program Proposal For Las Palmas Elementary School, Continuation for Spring 2014

Page 1 of 1, Updated on 3/18/2014; 10am

PROGRAM DETAILS:

Program to be held for four weeks at the times listed below on the following dates: Wednesdays and Thursdays, April 16 – May 8, 2014. "Total Expenses" below include staff arriving at 10:15am for set-up and planning hours. Las Palmas is not charged for CampCo's 30-minute lunch break. CampCo would use P.E. equipment that was previously purchased.

FEE FOR THIS PROGRAM: \$3885.00

PAYMENT: Payment due on or before June 1, 2014.

DAY: Wednesdays

Time	Grade	Notes
10:15am-10:30am	No Classes	Staff set-up & prep
10:30am-11:20am	3 rd	
11:30am-12:15pm	4 th	
12:20pm-12:50pm	No Classes	CampCo staff takes lunch break
12:55pm-1:45pm	5 th	
1:45pm-2pm	No Classes	Staff clean-up

DAY: Thursdays

Time	Grade	Notes
10:15am-10:30am	No Classes	Staff set-up & prep
10:30am-11:15am	1 st	
11:30am-12:15pm	Kindergarten	
12:25pm-1:25pm	2 nd	
1:25pm-1:40pm	No Classes	Staff clean-up



Contract No. ICA 1314060

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 8-29-13, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

CAMPCO DAY CAMPS

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 \$20,380 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 9/05/13-9/04/14 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 8/20/13

CONTRACTOR

Signature: Sylvia N. Rosenthal

Name: Sylvia N. Rosenthal

Title: Camp Owner

Address: 2686 Trabuco Rd, Ste E-121
Mission Viejo CA 92671

Email Address: Sylvia@camprodaycamps.com

FEIN/SSN: 485-94-6422



26861 Trabuco Road, Suite 121
Mission Viejo, CA 92682
(949) 643-9008
www.CampCoDayCamps.com

Physical Education Program Proposal For Las Palmas Elementary School, 2013/2014

Page 3 of 3, Updated on 5/30/2013 7:15pm

"Total Expenses" below include staff arriving at 10:15am for set-up and planning hours. Las Palmas is not charged for CampCo's 30-minute lunch break.

OPTION 3

Weekly, October 2 – April 3, on Wednesdays or Thursdays depending on grade level (see chart below). No program on Conference Weeks. Benefits: Students get P.E. EVERY week. Teachers get meeting/training time EVERY week. Challenges: Would need to raise budget for the program. The MPR would not be available during inclement weather on Thursdays.

Program dates: 42 Program Days (21 Program days for each grade level). October 2, 3, 9, 10, 16, 17, 23, 24, 30 & 31. November 13, 14, 20 & 21. December 4, 5, 11 & 12, January 8, 9, 15, 16, 22, 23, 29 & 30. February 5, 6, 12, 13, 19, 20, 26 & 27. March 5, 6, 12, 13, 19 & 20. April 2 & 3.

Total Fees: \$20,380 (~~-\$2000 for equipment~~)

Payments: 1/7 of total fees due on or before the 1st of each month beginning November 1, 2013. Last payment due on or before May 1, 2014.

DAY: Wednesdays

Time	Grade	Notes
10:15am-10:30am	No Classes	Staff set-up & prep
10:30am-11:20am	3 rd	
11:30am-12:15pm	4 th	
12:20pm-12:50pm	No Classes	CampCo staff takes lunch break
12:55pm-1:45pm	5 th	
1:45pm-2pm	No Classes	Staff clean-up

DAY: Thursdays

Time	Grade	Notes
10:15am-10:30am	No Classes	Staff set-up & prep
10:30am-11:15am	1 st	
11:30am-12:15pm	Kindergarten	
12:25pm-1:25pm	2 nd	
1:25pm-1:40pm	No Classes	Staff clean-up



26861 Trabuco Road, Suite C-121
Mission Viejo, CA 92691
(949) 643-9008
www.CampCoDayCamps.com

May 30, 2013

Kristen Nelson, Principal
LAS PALMAS ELEMENTARY SCHOOL
1101 Calle Puente
San Clemente, CA 92672

Re: Physical Education Program, 2013/2014

Dear Kristen,

Thank you for inviting CampCo to offer a P.E. Program at Las Palmas Elementary School for the 2013/2014 school year. Per our discussion, I have listed a few different options below. The proposed program dates listed below are based on the school calendar approved on 5/8/2013.

CampCo will provide five staff per day, arriving 15 minutes prior to the program start-time and finishing after the last class and clean-up. Activities may include stretching techniques, various sports, relay games, health education, lawn games, Zumba dance, flash mob, traditional playground games, hula hoop activities and more.

Most activities would be held outdoors on the field and blacktop. We expect to only move indoors during inclement weather or for an occasional classroom activity. As we are hoping to offer most classes adjacent to student lunch periods, we will need to have assigned space for this program.

CampCo staffing fees include staff time for planning & preparation of the lesson plans, daily set-up and clean-up, leading of the program, workers' comp, employee and employer taxes, liability insurance, management mileage, new hires, initial staff training, staff trainings, background checks, fingerprinting, TB testing and uniforms.

For this proposal, we have included a small budget of \$2000 for equipment. Per our discussion, ideally the equipment to be used in this program will be new equipment that is purchased for the ASLS Piper Club Program. If those arrangements are made, then the budget for this P.E. Program can be reduced by \$2000 for the year.

Attached, please find two suggested options/budgets for this P.E. Program. Please let me know your thoughts.

Sincerely,

Sylvia N. Rosenthal

Sylvia N. Rosenthal

June 4, 2013

To Whom it May Concern,

This contract represents an agreement with CampCo to operate a physical education program at Las Palmas. CampCo currently runs the ASES afterschool program and does an excellent job. This program provides a dedicated PE program for students in grades K-5 and is a program the parents of Las Palmas have been asking for for the past few years. It is similar to the program offered at Hankey and Viejo and was modeled after those ones.

The program is funded by PTA (through the GFT account). Please let me know if you have any further questions.

Kristen Nelson

Principal

234.5333

**AGREEMENT
FOR STUDENT TRANSFERS TO THE COMMUNITY SCHOOL PROGRAM AND
SPECIAL SCHOOLS AND SERVICES PROGRAM
BETWEEN THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS AND
CAPISTRANO UNIFIED SCHOOL DISTRICT**

This Agreement is made by and between the Orange County Superintendent of Schools/Orange County Department of Education (“OCDE”) and Capistrano Unified School District (hereinafter referred to as “District”).

RECITALS

WHEREAS, the OCDE and District are mutually interested in ensuring that educational opportunities are provided for all students in Orange County;

WHEREAS, the OCDE operates community schools, in accordance with Education Code section 1980 *et seq.*, that provide an alternative educational program;

WHEREAS, the OCDE operates special schools to serve students eligible for special education services in accordance with the IDEA and applicable state laws and regulations;

WHEREAS, District is in need of such alternative educational program and special school services;

WHEREAS, District wishes to avoid any disruption of services related to the transfer of students to OCDE’s Alternative, Community, and Correctional Education Schools and Services (ACCESS) inclusive of Pacific Coast High School (PCHS) and Community Home Education Program (CHEP) and Special Schools and Services programs; and

WHEREAS, the OCDE and District wish to enter into a cooperative effort to ensure the timely transfer of students for whom community schools or special schools are an appropriate educational program.

NOW, THEREFORE, the OCDE and the District agree as follows:

1. The recitals stated above are true and correct and are made a part of this Agreement.
2. Community School Program Services.
 - 2.1 District agrees to participate in this Agreement for the purpose of ensuring that students will have access to the OCDE community school programs upon referral from the District.
 - 2.2 District agrees to complete a Referral Form (attached hereto and incorporated by reference as Exhibit A) for each student the District refers to the OCDE community school program, in accordance with Education Code section 1981.

EXHIBIT 27

- 2.3 District agrees to an automatic fund transfer for services for the students referred to the OCDE community school programs in accordance with Exhibit B, attached hereto and incorporated by reference, which provides the grade span amounts (K-3, 4-6, 7-8, 9-12) in accordance with the Local Control Funding Formula and the grade level ADA reported for the District for P-2 and Annual reporting periods. This transfer shall take place, for the 2013-2014 school year, in July 2014 when the Second Principal Apportionment allocates dollars to Districts for OCDE ADA. For 2014-2015 and subsequent years, OCDE will journal the District for half of the apportionment in December and the final amount in July of the subsequent year.
- 2.4 The OCDE shall provide the District with attendance reports showing the average daily attendance (ADA) for all referred students on a quarterly basis.
- 2.5 Until CalPADS functionality allows for these reports, the OCDE shall provide the District with required data for the District's Local Control and Accountability Plan, per District request.

3. Special Schools and Services Program Transfers

- 3.1 Pursuant to the authority established in Education Code sections 56195, 56195.1, 56195.3 and 56195.5, OCDE may provide for the education of individual pupils in special education programs who reside in other districts or counties. The OCDE Division of Special Education Services operates the OCDE Special Schools Program to provide special education programs and services to individuals with exceptional needs requiring intensive educational services, including a regional deaf and hard of hearing program.
- 3.2 District agrees to participate in this Agreement for the purpose of ensuring that students who are eligible will continue to have access to the OCDE Special Schools and Services program upon referral from the District. District and OCDE further agree that this MOU regards the transfer of LCFF funding and operates in addition to, not in lieu of, the provisions of the Special Schools MOU between District and OCDE, which provides for the procedures for enrollment, special education program requirements, and special education funding separate from LCFF.
- 3.3 District agrees to complete the referral process in accordance with Special Schools and Services program procedures for each student the District refers to the OCDE Special Schools and Services program.
- 3.4 District agrees to an automatic fund transfer for services for the students referred to the OCDE Special Schools and Services program in accordance with Exhibit B, attached hereto and incorporated by reference, which provides the grade span amounts (K-3, 4-6, 7-8, 9-12) in accordance with the Local Control Funding Formula and the grade level ADA reported for the District for P-2 and Annual reporting periods. This transfer shall take place, for the 2013-2014 school year, in July 2014 when the Second Principal Apportionment allocates dollars to Districts

for OCDE ADA. For 2014-2015 and subsequent years, OCDE will journal the District for half of the apportionment in December and the final amount in July of the subsequent year.

- 3.5 The OCDE shall provide the District with enrollment reports for all referred students on a monthly basis.
- 3.6 Until CALPADS functionality allows for these reports, the OCDE shall provide the District with required data for the District's Local Control and Accountability Plan, as requested by the District.
4. Term of the Agreement. This term of the Agreement will be July 1, 2013, through June 30, 2015 subject to termination as set forth herein. This Agreement may be renewed for up to a total of five (5) years upon mutual written agreement by both parties.
5. Termination. Participation in this Agreement may be unilaterally terminated by either of the parties. A party wishing to terminate shall provide thirty (30) days prior written notice to the other party, as noted in section 10 below, and termination will be effective on the date following the last date of the school term in which notice was received.
6. Mutual Indemnification. The parties agree to defend, indemnify and hold harmless the other parties, their governing boards, officers, and employees from every claim or demand and every liability, loss, damage, cost, expense, action, cause of action, or judgment of any nature whatsoever, arising from the willful misconduct or negligent act or negligent omission of the other parties in the performance of this agreement.
7. Insurance. The OCDE and District have and agree to maintain, in full force and effect, a policy or policies of insurance evidencing all coverages and endorsements necessary, in each party's sole discretion, for purposes of effectuating the purposes of this Agreement. An appropriate self-insurance program shall be acceptable. Copies of the certificates of insurance for each party shall be provided upon written request of any party to this Agreement.
8. Independent Contractors. The OCDE and District, in the performance of services pursuant to this Agreement, shall be and act as an independent contractor. Each party understands and agrees that it and all of its employees shall not be considered officers, employees or agents of either of the parties to this Agreement. Each party 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. Each party 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 the party's employees.
9. Assignment. This Agreement and the services provided herein shall not be assigned by the District or OCDE.
10. Notice. Notice shall be in writing and be given by personal service, interdistrict mail service, or by U.S. Mail, postage prepaid, as follows:

OCDE
200 Kalmus Drive
Costa Mesa, CA 92628
Attn: _____

Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
Attn: Clark Hampton

Notice shall be considered given when received, if personally served; if provided by interdistrict mail, on the following business day; or, if mailed, on the third day after deposit in any U.S. Post Office.

11. Applicable Laws. OCDE and District agree to comply with all laws, rules and regulations applicable to these services.
12. Governing Law. This Agreement shall be governed by the laws of the State of California, with venue in Orange County, California.
13. Entire Agreement. This Agreement and Exhibits A and B attached hereto constitute the entire agreement between OCDE and the District. However, it does not supersede any prior, current or subsequent written agreement entered into by OCDE and the District with regard to LCFF transfers to community schools. This Agreement may be amended only by a written amendment executed by the OCDE and District.

DISTRICT:

Capistrano Unified School District

Signature

Clark Hampton, Deputy Superintendent, Business and Support Services

Date

OCDE:

Orange County Department of Education

Signature

Print Name and Title

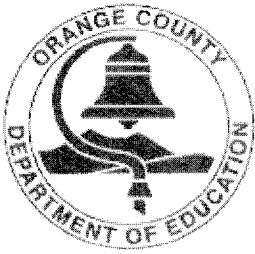
Date

Exhibit A

Community School Referral Form

Exhibit B

LCFF ADA Calculation by Grade Span



March 18, 2014

To: Assistant Superintendents, Business

From: Wendy Benkert, Ed.D.
Associate Superintendent, Business Services

Re: **District Local Control Funding Formula (LCFF) Transfers to the County Office**

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

AL MIJARES, Ph.D.
County Superintendent
of Schools

The California Department of Education (CDE) has historically provided a mechanism to automatically transfer ADA revenue generated by county transfer students from the district of residence to the county office through the Revenue Limit and Principal Apportionment process. This automatic transfer was eliminated with the implementation of the Local Control Funding Formula (LCFF) beginning in fiscal year 2013-14.

While the CDE has indicated that it intends to implement an automatic transfer for ADA associated with these students in the future, it is anticipated that a solution will not be available until the 2014-15 First Principal Apportionment, at the earliest. In order to continue providing services to students in the interim, county offices must find an alternative approach to obtain the funding generated by students transferred to county programs.

County programs receiving transfer students:

- Special Education
- Community Schools for Type A/B (Education Code § 1981(a) and (b))
- Homeless Education (Education Code § 1981(d))

The Orange County Department of Education (OCDE) has created the following funding methodology which will be effective for fiscal year 2013-14. This process was developed in collaboration with a subcommittee of Chief Business Officials (CBOs) in January 2014 and vetted at the CBO and District Advisory Committee meetings in February 2014. All meeting attendees agreed with the proposed funding methodology.

County Transfer Student Funding Process for 2013-14

Districts will receive funding for transfer students served in Orange County programs at the Second Principal Apportionment. Due to the timing of this funding, OCDE will transfer funding from districts to the county through journal entry transactions in July 2014.

**ORANGE COUNTY
BOARD OF EDUCATION**
JOHN W. BEDELL, Ph.D.
DAVID L. BOYD
ROBERT M. HAMMOND
ELIZABETH PARKER
KEN L. WILLIAMS, D.O.

County Transfer Student Funding Process for 2014-15 and Beyond

Beginning in 2014-15 and moving forward, funding for transfer students will be included in district apportionments. OCDE will transfer 50% of funding for these students from districts to the county in December and the remainder in the July of the subsequent year.

Districts will receive documentation of the fund transfer containing the following information:

- Estimated grade level ADA funding rates comprised of floor funding rate plus percentage of gap funding increase, excluding Transportation and Targeted Instructional Improvement Grant (TIIG) funding.
- Grade-level ADA reported for each district during P-2 and Annual reporting periods for students transferred to county programs.
- Total county funding to be transferred as calculated by multiplying grade-level ADA by district ADA funding rate.

This funding methodology will continue until such time as the CDE creates a mechanism to transfer county ADA funding automatically.

Enclosed is the agreement for student transfers to the Community School and Special Schools Programs between the Orange County Superintendent of Schools and your district as well as the Community School Referral Form. As in the past, the Community School Referral Form is required for each student that a district refers to the OCDE Community School program.

Please take the attached agreement to your board for approval and have the appropriate administrator sign before returning it to our office by April 30, 2014. Thank you for your assistance in the development of this process.

Please contact me at (714) 966-4229 if you have any questions or concerns about this information.

Enclosures

cc: Superintendents
Directors, Business



COMMUNITY SCHOOL REFERRAL

Student's Name _____ A.K.A _____ SSID# _____			
D.O.B. _____ Grade: _____ Hm. Ph. _____ Last School Attended: _____			
Parent Guardian Caregiver Name: _____ District _____			
Address _____ City _____ Zip _____			
Please attach following items: <input type="checkbox"/> Attendance Record <input type="checkbox"/> Immunization Certificate <input type="checkbox"/> Current Transcript <input type="checkbox"/> Proof of withdrawal from last school of attendance <input type="checkbox"/> Copy of IEP and/or other reports (if applicable) <input type="checkbox"/> CAHSEE results <input type="checkbox"/> CELDT results <input type="checkbox"/> Section 504 Plan	Please provide the following information: <table border="1" style="width:100%"><tr><td style="width:50%">Special Education <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes) <input type="checkbox"/> SAI <input type="checkbox"/> DIS. S/L <input type="checkbox"/> DIS/PSY <input type="checkbox"/> DIS/HEALTH <input type="checkbox"/> DIS/Counseling <input type="checkbox"/> District Sp. Ed History-Exited <input type="checkbox"/> Transition to ACCESS IEP Date _____ <input type="checkbox"/> Enrolled in US Schools less than 3 Cumulative Years</td><td style="width:50%">CELDT-Language Proficiency <input type="checkbox"/> English Only, (EO) <input type="checkbox"/> Unknown <input type="checkbox"/> Identified Fully English Proficient. (IFEP) Initial Identification/Date Tested _____ <input type="checkbox"/> Redesignated Fully English Proficient. (RFEP) Redesignated by District/Date _____ <input type="checkbox"/> Limited English Proficient. (EL. LEP) <input type="checkbox"/> 1st year enrolled in school in U.S. _____ <input type="checkbox"/> Year enrolled in California Public School _____</td></tr></table>	Special Education <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes) <input type="checkbox"/> SAI <input type="checkbox"/> DIS. S/L <input type="checkbox"/> DIS/PSY <input type="checkbox"/> DIS/HEALTH <input type="checkbox"/> DIS/Counseling <input type="checkbox"/> District Sp. Ed History-Exited <input type="checkbox"/> Transition to ACCESS IEP Date _____ <input type="checkbox"/> Enrolled in US Schools less than 3 Cumulative Years	CELDT-Language Proficiency <input type="checkbox"/> English Only, (EO) <input type="checkbox"/> Unknown <input type="checkbox"/> Identified Fully English Proficient. (IFEP) Initial Identification/Date Tested _____ <input type="checkbox"/> Redesignated Fully English Proficient. (RFEP) Redesignated by District/Date _____ <input type="checkbox"/> Limited English Proficient. (EL. LEP) <input type="checkbox"/> 1st year enrolled in school in U.S. _____ <input type="checkbox"/> Year enrolled in California Public School _____
Special Education <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes) <input type="checkbox"/> SAI <input type="checkbox"/> DIS. S/L <input type="checkbox"/> DIS/PSY <input type="checkbox"/> DIS/HEALTH <input type="checkbox"/> DIS/Counseling <input type="checkbox"/> District Sp. Ed History-Exited <input type="checkbox"/> Transition to ACCESS IEP Date _____ <input type="checkbox"/> Enrolled in US Schools less than 3 Cumulative Years	CELDT-Language Proficiency <input type="checkbox"/> English Only, (EO) <input type="checkbox"/> Unknown <input type="checkbox"/> Identified Fully English Proficient. (IFEP) Initial Identification/Date Tested _____ <input type="checkbox"/> Redesignated Fully English Proficient. (RFEP) Redesignated by District/Date _____ <input type="checkbox"/> Limited English Proficient. (EL. LEP) <input type="checkbox"/> 1st year enrolled in school in U.S. _____ <input type="checkbox"/> Year enrolled in California Public School _____		

REASON FOR REFERRAL

- | | | | |
|--|--|---|---|
| <input type="checkbox"/> Disruptive Behavior | <input type="checkbox"/> Teen Parent | <input type="checkbox"/> Inability to function appropriately in school | <input type="checkbox"/> Parent Request |
| <input type="checkbox"/> Substance abuse | <input type="checkbox"/> Special Education Needs | <input type="checkbox"/> Expulsion: <input type="checkbox"/> Mandatory <input type="checkbox"/> Non-Mandatory | <input type="checkbox"/> Runaway |
| <input type="checkbox"/> Medical | <input type="checkbox"/> Social Services | <input type="checkbox"/> Truancy (4 Dates: _____) | |
| <input type="checkbox"/> Other (Describe): _____ | | | |

ATTEMPTED INTERVENTIONS

- | | |
|---|--|
| <input type="checkbox"/> Educational Counseling | <input type="checkbox"/> SARB |
| <input type="checkbox"/> Schedule Modifications | <input type="checkbox"/> Suspension _____ days |
| <input type="checkbox"/> Parent Conferences | <input type="checkbox"/> Other _____ |

PREVIOUS EDUCATIONAL ALTERNATIVES

- | | |
|---|--|
| <input type="checkbox"/> Continuation High School | <input type="checkbox"/> Work experience |
| <input type="checkbox"/> Adult Education | <input type="checkbox"/> ESL/LEP Bilingual |
| <input type="checkbox"/> R.O.P. | <input type="checkbox"/> Other _____ |

Comments: _____

RECOMMENDATION:

ADMIN UNIT: ☐ North ☐ Anaheim Las Palmas ☐ South East ☐ Garden Grove
☐ Santa Ana/Newport Mesa ☐ Region 106 ☐ Harbor Learning Center

Please check box if applicable: (For Office Use Only)

- | |
|--|
| <input type="checkbox"/> Section 300. Welfare and Institutions Only |
| <input type="checkbox"/> Section 1981 (a) District Expulsion |
| <input type="checkbox"/> Section 1981 (b) SARB or Parental Request/District Approval |
| <input type="checkbox"/> Section 1981 (d) Homeless |

Section 1981 (c)

- | |
|---|
| (1) Probation status <input type="checkbox"/> 601 <input type="checkbox"/> 602 <input type="checkbox"/> 654 |
| (2) <input type="checkbox"/> On probation or parole and not in attendance in any school |
| (3) <input type="checkbox"/> Expelled: Section 48915 (a) or (c) |
| <input type="checkbox"/> 725 <input type="checkbox"/> 790 Section 725/790 W&I |

REFERRAL - REVIEW & CERTIFICATION

CWA School	Print Name Title	Signature	Date
OCDE Representative	Print Name Title	Signature	Date
Probation Representative	Print Name Title	Signature	Date
<i>Certified pursuant to Orange County Juvenile Court Order Filed December 21, 2001</i>			
Juvenile Court Representative			

Parent Guardian Caregiver _____	Date _____
Student Signature _____	Date _____

2014-2015
NETWORK SUPPORT SERVICES AGREEMENT
CAPISTRANO UNIFIED SCHOOL DISTRICT

This Network Support Services Agreement is hereby entered into this 28th day of March, 2014, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

Now, THEREFORE, the Parties hereto mutually agree as follows:

1.0 BASIS OF AGREEMENT. Provide network support services for data connectivity and support to school districts within Orange County in accordance with the terms and conditions set forth in this AGREEMENT.

2.0 NETWORK SUPPORT. SUPERINTENDENT agrees to provide DISTRICT access to applications via the SUPERINTENDENT'S network which is a telecommunications network utilized by the SUPERINTENDENT. Applications services shall include access to the following:

1. Payroll Services
2. Financial (Separate contract required)
3. Human Resources (Separate contract required)
4. Time and Attendance (Separate contract required)
5. Imaging (Separate contract required)

EXHIBIT 29

6. Cloud Storage

7. Email Archiving

3.0 TERM. This AGREEMENT shall be in full force and effect for the period commencing July 1, 2014, and ending on June 30, 2015, subject to termination as set forth in this AGREEMENT.

4.0 PAYMENT. DISTRICT agrees to pay SUPERINTENDENT for services rendered pursuant to Section 2.0 of this AGREEMENT a total amount not to exceed One thousand five hundred dollars (\$1,500.00). The charges are based on the actual expenses incurred by SUPERINTENDENT in supporting the connectivity between DISTRICT and SUPERINTENDENT through the telephone companies, Internet service providers, and vendors providing equipment, lines and services. DISTRICT shall be notified in writing of any increase in charges incurred by SUPERINTENDENT in supporting the network. DISTRICT agrees to pay SUPERINTENDENT the actual charges within thirty (30) days upon receipt of an itemized invoice in triplicate from the SUPERINTENDENT. Charges per year shall be as follows:

<u>ITEM#</u>	<u>COST</u>	<u>DESCRIPTION OF SERVICE/SUPPORT</u>
<u>ANNUAL FEES</u>		
1.	\$ 1,500.00	Annual data circuit network management.
2.	\$ 0.00	Cloud Storage
3.	\$ 0.00	Email archiving/storage per terabyte.
4.	\$ 0.00	Email archiving/administration per terabyte
TOTAL FEES: \$1,500.00 PER YEAR		

5.0 TECHNICAL SUPPORT. DISTRICT shall be entitled to ongoing technical support and assistance on SUPERINTENDENT'S Network between

1 the DISTRICT and SUPERINTENDENT, provided however, that the
2 availability or performance of this technical support service shall
3 not be construed as altering or affecting SUPERINTENDENT'S
4 obligations as set forth in this AGREEMENT. SUPERINTENDENT'S
5 technical support via telephone shall be provided to DISTRICT
6 without charge Monday through Friday from 7:00 A.M. - 5:00 P.M.,
7 excluding SUPERINTENDENT'S holidays.

8 6.0 TRAINING. SUPERINTENDENT will provide, at no additional
9 charge, such assistance and advice, if requested, as may be
10 necessary to assist DISTRICT personnel in the use and operation of
11 the equipment installed by SUPERINTENDENT to enable DISTRICT to make
12 optimum use of the network services Monday through Friday from 7:00
13 A.M. - 5:00 P.M. excluding SUPERINTENDENT'S holidays.

14 7.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT is and at all times
15 shall be an independent contractor and shall be wholly responsible
16 for the manner in which the services required by the terms of this
17 AGREEMENT are performed. Nothing herein contained shall be
18 construed as creating the relationship of employer and employee, or
19 principal and agent, between SUPERINTEDENT and DISTRICT.
20 SUPERINTENDENT assumes the responsibility for the acts of its
21 employees or agents as they relate to the services to be provided.
22 SUPERINTENDENT, its officers, agents, and employees, shall not be
23 entitled to any rights, and/or privileges of DISTRICT'S employees
24 and shall not be considered in any manner to be DISTRICT'S
25 employees.

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1 8.0 HOLD HARMLESS.

2 A. SUPERINTENDENT hereby agrees to indemnify, defend, and
3 hold harmless DISTRICT, its Governing Board, officers, agents, and
4 employees from every claim or demand and every liability loss,
5 damage, or expense of any nature whatsoever which may be incurred by
6 reason of any negligent acts or omissions of employees, agents or
7 officers of SUPERINTENDENT or the Orange County Board of Education
8 during the period of this AGREEMENT.

9 B. DISTRICT hereby agrees to indemnify, defend, and hold
10 harmless SUPERINTENDENT, the Orange County Board of Education, and
11 its officers, agents, and employees from every claim or demand and
12 every liability, loss, damage, or expense of any nature whatsoever
13 which may be incurred by reason of any negligent acts or omissions
14 of employees, agents or officers of DISTRICT during the period of
15 this AGREEMENT.

16 9.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that
17 they will not engage in unlawful discrimination of persons because
18 of race, color, religious creed, national origin, ancestry, physical
19 handicap, medical condition, marital status, or sex of such persons.

20 10.0 APPLICABLE LAW. The services completed herein must meet the
21 approval of the DISTRICT's general right of inspection to secure the
22 satisfactory completion thereof. SUPERINTENDENT and DISTRICT agree
23 to comply with all federal, state and local laws, rules, regulations
24 and ordinances that are now or may in the future become applicable
25 to SUPERINTENDENT or DISTRICT'S business, equipment and personnel

engaged in operations covered by this AGREEMENT or occurring out of the performance of such operations.

11.0 ASSIGNMENT. Neither party shall subcontract or assign this AGREEMENT or the performance of any of the services set forth in this AGREEMENT without prior written approval of the non-assigning party.

12.0 TERMINATION. This AGREEMENT may be terminated by SUPERINTENDENT or DISTRICT with or without cause, upon the giving of sixty (60) days prior written notice to the other party.

13.0 TOBACCO USE POLICY. In the interest of public health, the SUPERINTENDENT 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 SUPERINTENDENT. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT.

14.0 NOTICES. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: i) Personal service, or ii) 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 (3rd) 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, California 92675
Attn: _____

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, California 92626
Attn: Patricia McCaughey

15.0 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.

16.0 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.

17.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT between SUPERINTENDENT and DISTRICT regarding the services and any agreement made shall be ineffective to modify this AGREEMENT in whole or in part unless such agreement is embodied in an Amendment to this AGREEMENT which has been signed by both Parties. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements.

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1 IN WITNESS WHEREOF, the Parties hereto have caused this
2 AGREEMENT to be executed.

3 DISTRICT: CAPISTRANO UNIFIED
SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

4 BY: _____
Authorized Signature

BY: *Patricia McCaughey*
Authorized Signature

5 PRINT NAME: _____

PRINT NAME: Patricia McCaughey

6 TITLE: _____

TITLE: Coordinator

7 DATE: _____

DATE: MAR 13 2014

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12 Network Support Services (40466) 2014
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CLIENT AGREEMENT
for
APEX LEARNING DIGITAL CURRICULUM SOLUTIONS

This Client Agreement for Apex Learning Digital Curriculum Solutions (“**Agreement**”) is effective on April 23, 2014 (“**Effective Date**”) and is made by and between Apex Learning Inc., a Washington corporation with its principal place of business at 1215 Fourth Avenue, Suite 1500, Seattle, WA 98161 (“**Apex Learning**”) and Capistrano Unified School District, with its principal place of business at 33122 Valle Road, San Juan Capistrano, CA 92675-4853 (“**Client**”).

RECITALS

Apex Learning provides digital curriculum solutions for secondary education and related services.

Client desires to have its students, teachers and staff access and use the Apex Curriculum (as defined below) and to have Apex Learning perform certain related services, all pursuant to the terms and conditions set forth below.

In consideration of the covenants and conditions set forth below and for other good and valuable consideration, the adequacy of which the parties hereby acknowledge, the parties agree as follows:

AGREEMENT

1. **Definitions.** Each of the following initially capitalized terms has the meaning set forth below. All other initially capitalized terms have the meanings assigned in this Agreement.
 - 1.1. “**Apex Curriculum**” means the Apex Learning curriculum offerings identified in Section 1 of Exhibit A (e.g., Comprehensive Courses, Tutorials, AP Exam Review, and ALVS enrollments). The Apex Curriculum does not include any Course Materials.
 - 1.2. “**Books**” mean the books described in Section 3 of Exhibit A.
 - 1.3. “**Client User**” means each Client student and Client teacher, administrator or staff member, who registers with Apex Learning and establishes a password to access the Apex Curriculum made available under this Agreement.
 - 1.4. “**Course Materials**” mean items or materials separate from the Apex Curriculum that may be either required or optional for the Apex Curriculum (e.g., calculators, microphones/headsets, textbooks, novels, other literature, lab manuals, and lab materials).
 - 1.5. “**Professional Services**” mean the Apex Learning professional services described in Section 2 of Exhibit A.
 - 1.6. “**Term**” will have the meaning set forth in Section 9.1 below.
 - 1.7. “**User Support**” means the Apex Learning support services described in Exhibit C.
2. **Apex Obligations.**
 - 2.1. **Apex Curriculum.** Commencing on September 1, 2014 and continuing throughout the Term, Apex Learning will host and make available the Apex Curriculum for access and use by Client Users.

- 2.2. **User Support.** Apex Learning will provide Client and Client Users with User Support throughout the Term.
- 2.3. **Uptime.** Apex Learning will use commercially reasonable efforts to make the Apex Curriculum available for access by Client and Client Users 99% of the time, measured on a monthly basis, excluding Planned Outages. “**Planned Outages**” means the installation of upgrades, routine application, server, or network configuration changes, and other reasonable maintenance activities. Planned Outages will be conducted during off-peak Apex Curriculum utilization times. Apex Learning will post an advance announcement of any Planned Outage on the Apex Learning website through which Client Users access the Apex Curriculum.
- 2.4. **Security.** Apex Learning will implement commercially reasonable security measures to protect against incidents of unauthorized access to personally identifiable Client User information.
- 2.5. **Professional Services.** Apex Learning will perform the Professional Services as described in Section 2 of Exhibit A.
- 2.6. **Books.** Apex Learning will provide the Books described in Section 3 of Exhibit A.
- 2.7. **All Rights Reserved.** Apex Learning and its suppliers own all right, title and interest in and to the Apex Curriculum. Other than granting Client Users the right to access and use the Apex Curriculum as described in this Agreement, Apex Learning expressly reserves all right, title and interest therein.

3. **Client Obligations.**

- 3.1. **Hardware/Software.** The Apex Curriculum is made available to Client Users over the Internet through a web-browser interface. To access the Apex Curriculum, therefore, Client Users must have a suitable Internet connection and access to an appropriately configured computer, as well as an appropriately configured computer network (where applicable).
- 3.2. **Parental Consent.** Client will obtain any necessary parental consent for each Client User student to access and use the Apex Curriculum.
- 3.3. **Terms of Use.** All Client Users that access the Apex Curriculum must comply with the Apex Learning terms of use for the Apex Curriculum (“**Terms of Use**”). The current version of those Terms of Use is posted at www.apexvs.com and on the Apex Learning website through which Client Users access the Apex Curriculum. Apex Learning reserves the right to suspend or discontinue a Client User from accessing the Apex Curriculum at any time if the Client User violates the Terms of Use. Client will notify Apex Learning of any activity by its Client Users of which Client has actual knowledge in violation of the Terms of Use.
- 3.4. **Laboratory Activities.** If hands-on laboratory activities included in the Apex Curriculum are implemented by Client Users, Client is responsible for all such hands-on laboratory activities, including ensuring that qualified personnel are available to supervise such hands-on laboratory activities. Apex Learning will have no liability whatsoever with regard to any hands-on laboratory activities.
- 3.5. **No Resale Rights.** Client will not resell to any third party the right to access or use the Apex Curriculum or provide any third party who is not a Client User with access to, or the ability to use, the Apex Curriculum.

4. **Payment.**

- 4.1. **General.** In consideration for the rights granted and services provided under this Agreement, Client will pay Apex Learning the amounts set forth in Exhibit A pursuant to the “**Payment Schedule**” set forth in Exhibit B.
- 4.2. **Payment Terms.** Client will pay all Apex Learning invoices issued under this Agreement within thirty (30) days of the invoice date specified in Exhibit B unless Client disputes an invoice pursuant to the provisions of Section 4.4.
- 4.3. **Taxes.** Amounts stated under Section 4.1 do not include any applicable sales, use, gross income, occupational, or similar taxes; import or export fees; duties, imports, or tariffs; or any other taxes, duties, charges, or fees of any kind which may be levied in connection with the transactions covered under this Agreement. Any such taxes (if any are due) are the responsibility of Client, and Client will indemnify and hold Apex Learning harmless from any liability with respect to such taxes.
- 4.4. **Invoice Dispute.** In the event Client, in its reasonable discretion, believes products or services do not conform to warranties in this Agreement, Client will provide written notice to Apex Learning within thirty (30) calendar days of receipt of the applicable invoice. Client is allowed an additional fifteen (15) calendar days to provide written clarification and details. Apex Learning will provide a written response to Client that will include either a justification of the invoice or an adjustment to the invoice. Apex Learning and Client may, by mutual agreement, outline the reasonable steps to be taken by Apex Learning and Client to resolve any mutually agreed upon issues presented in Client's notice to Apex Learning (“Resolution Plan”).

5. **Confidentiality and Public Disclosure.**

- 5.1. **Confidentiality.** Each party agrees that during the Term of this Agreement, and for two (2) years thereafter, it will not disclose to any third party any Confidential Information of the other party, except to the extent required by law or as otherwise expressly authorized herein. The term “**Confidential Information**” means all non-public information that either party designates as being confidential, or which, under the circumstances of disclosure ought to be treated as confidential. Apex Learning’s Confidential Information includes, without limitation, information relating to unreleased offerings. Confidential Information does not include information that was known to the receiving party prior to the disclosing party’s disclosure to the receiving party, or information that becomes publicly available through no fault of the receiving party. Nothing in this Section 5 precludes either party from disclosing Confidential Information when and as required by law.
- 5.2. **Public Disclosure.** The parties acknowledge that Client is subject to certain laws governing the disclosure of public records. The parties also acknowledge that this Agreement includes terms and conditions regarding the business practices of Apex Learning that Apex Learning considers proprietary information. Accordingly, Client agrees that it will only disclose this Agreement in accordance with the requirements of the California Public Records Act (CA Govt. Code § 6250 et seq.). Further, Client will promptly provide a copy to Apex Learning of any request for disclosure of this Agreement or any portions of this Agreement.

6. **Representations and Warranties.**

- 6.1. **By Both Parties.** Each party hereby represents and warrants to the other party that: (a) it has the power and authority to enter into this Agreement and is permitted by applicable law and regulations to enter into this Agreement; and (b) it will comply with all applicable laws in the performance of its obligations under this Agreement, and in particular applicable federal and state regulations regarding student records, student privacy, and the commercial use of student information, including the Family Educational Rights and Privacy Act.

6.2. **By Apex Learning.** Apex Learning further represents and warrants that Client's and Client Users' access to and use of the Apex Curriculum as described in this Agreement will not infringe any third party copyright or violate any third party licenses to which Apex Learning may be a party.

6.3. **WARRANTY DISCLAIMER.** EXCEPT AS SET FORTH IN SECTION 6.2 ABOVE, APEX LEARNING DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, AND DUTIES OF ANY KIND (IF ANY), EXPRESS, IMPLIED, OR STATUTORY WITH RESPECT TO THE APEX CURRICULUM, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE. EXCEPT AS SET FORTH IN SECTION 6.2, THERE IS NO WARRANTY OF NON-INFRINGEMENT OR TITLE.

7. **Indemnity.**

7.1. **Duty to Indemnify.** Subject, in the case of Client, to any applicable laws restricting Client's ability to provide the indemnification described in this Section, each party will indemnify, defend, and hold the other party and its officers, employees, and agents harmless from any and all actions, causes of action, claims, demands, costs, liabilities, expenses and damages arising out of or in connection with any breach or alleged breach of any representation or warranty set forth in Section 6 above.

7.2. **Procedure.** If an action is brought for which indemnity is sought under this Section 7, the party seeking indemnity will send reasonably prompt written notice to the other party specifying the nature of the action and the total damages or other relief sought and will permit the indemnifying party to answer and defend such claim. The party seeking indemnity will provide the indemnifying party with such information and assistance as is reasonably necessary to assist the indemnifying party, at the indemnifying party's expense, in defending any such action. The party seeking indemnity reserves the right to employ separate counsel and participate in the defense at its expense. The indemnifying party will not be responsible for any settlement made by the party seeking indemnity without the indemnifying party's written consent, which will not be unreasonably withheld or delayed, nor will the indemnifying party settle any claim under this Section 7 without first obtaining the written consent of the party seeking indemnity, which will not be unreasonably withheld or delayed.

8. **EXCLUSION OF CERTAIN DAMAGES & LIMITATION ON LIABILITY.**

8.1. **EXCLUSION OF CERTAIN DAMAGES.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE.

8.2. **LIMITATION ON LIABILITY.** IN NO EVENT WILL APEX LEARNING'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY CLIENT TO APEX LEARNING UNDER THIS AGREEMENT.

8.3. **APPLICATION.** THE EXCLUSION OF DAMAGES AND LIMITATION ON LIABILITY IN THIS SECTION 8 SHALL APPLY REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF ANY CLAIM AND EVEN IF THE REMEDIES OTHERWISE PROVIDED UNDER THIS AGREEMENT, AT LAW OR IN EQUITY FAIL OF THEIR ESSENTIAL PURPOSE.

9. **Term and Termination.**

9.1. **Term.** This Agreement shall commence on the Effective Date and continue through August 31, 2018, unless earlier terminated as provided in this Section 9.

9.2. **Termination.** Either party may suspend performance or terminate this Agreement immediately upon written notice to the other party at any time if the other party is in material breach of any provision of this Agreement and has failed to cure that breach within thirty (30) days after receipt of written notice thereof. Without limiting the foregoing, Apex Learning may suspend performance or terminate this Agreement immediately upon written notice to Client if Client is thirty (30) days overdue on any payment due to Apex Learning under this Agreement.

9.3. **Effect of Expiration/Termination.** Upon the expiration or termination of this Agreement, all access to the Apex Curriculum will promptly cease, and Client will immediately pay all amounts due to Apex Learning up to the date of expiration/termination. The following Sections will survive the expiration or termination of this Agreement: 4 (with respect to amounts due and owing upon expiration/termination), 5, 6, 7, 8, 9.3 and 10.

10. **Miscellaneous.**

10.1. **Relationship of Parties.** Client and Apex Learning are independent contractors with respect to one another, and nothing in this Agreement will be interpreted to create any agency, joint venture, employment or partnership relationship.

10.2. **Force Majeure.** For a reasonable time period, Apex Learning will be excused from delay, breach of this Agreement or failure in performance under this Agreement due to causes beyond Apex Learning's reasonable control including without limitation, acts of God, government action, strikes, acts of public enemies, civil disturbance or riots, war, national emergency, floods, power outages, telecommunications failures, fires, earthquakes, storms or other similar causes.

10.3. **Notices.** Any notices given under this Agreement shall be delivered either by messenger or overnight delivery service, or sent by facsimile with a confirmation sent via certified or registered mail, postage prepaid and return receipt requested, and addressed to Apex Learning or Client at the address stated below, and shall be deemed to have been given on the day when received by the party to whom the notice is given.

	Apex Learning Contact	Client Contact
Name, Title	Manager, Contracts	Dr. Michelle Le Patner, Assistant Superintendent, Secondary Schools
Organization	Apex Learning Inc.	Capistrano Unified School District
Address	1215 Fourth Avenue, Suite 1500	33122 Valle Road
City, State, Zip	Seattle, WA 98161	San Juan Capistrano, CA 92675-4853
Phone	206-381-5600	949-234-9261
Facsimile	206-381-5601	949-489-8646

10.4. **Assignment.** Neither party will assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the immediately preceding sentence, either party may assign this Agreement without the other party's prior written consent as part of a merger, acquisition or a sale or transfer of a majority of the assigning party's assets. This Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and permitted assignees.

10.5. **Waiver/Severability.** No provision of this Agreement will be deemed waived unless the waiver is in writing and signed by the waiving party, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion. If any term of this Agreement is found by a court of competent jurisdiction to be in whole or in part unenforceable, then such unenforceable term or portion thereof will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the allocation of risk among the parties reflected in the original provision, and the remainder of this Agreement shall continue in effect.

10.6. **Governing Law/Attorneys Fees.** This Agreement will be governed by and construed under the laws of the State of California (except to the extent federal law is controlling on the subject matter), without regard to its conflict of laws provisions. In any action to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, each party shall bear their own costs and attorneys' fees.

10.7. **No Third Party Beneficiaries.** This Agreement is for the benefit of, and shall be enforceable by, the parties only. This Agreement is not intended to confer any right or benefit on any third party. No action may be commenced or prosecuted against a party by any third party claiming as a third-party beneficiary of this Agreement.

10.8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, oral or written. Changes, modifications or waivers to this Agreement must be in writing and signed by both parties. If there is an inconsistency between this Agreement and the Terms of Use, then this Agreement shall control but solely to the extent of the inconsistency and solely with respect to Apex Learning and Client (as the parties to this Agreement).

10.9. **Subcontractors.** Apex Learning shall not subcontract any portion of the Professional Services under this Agreement without Client's prior written permission.

10.10. **Insurance.** Prior to performing services under this Agreement, Apex Learning shall provide Client with certificates of insurance evidencing the following insurance coverage:

- a) Commercial general liability of at least \$1,000,000;
- b) Automobile liability of at least \$1,000,000;
- c) Professional liability of at least \$1,000,000; and
- d) Workers compensation complying with statutory requirements.

IN WITNESS WHEREOF, the authorized representatives of Apex Learning and Client agree to the terms and conditions set forth in this Agreement.

Apex Learning Inc.

Capistrano Unified School District

By: 

By: _____

Print Name: Cheryl Vedoe

Print Name: _____

Title: CEO

Title: _____

Date: 4/8/14

Date: _____

EXHIBIT A

Apex Curriculum, Professional Services and Books

1. *Apex Curriculum:*

- 2,000 Unlimited Enrollment Subscriptions to Apex Learning Comprehensive Courses during the period September 1, 2014 through August 31, 2018.

Each "Unlimited Enrollment Subscription" provides access for one student enrolled in Comprehensive Courses. A student may be enrolled in any number of Comprehensive Courses at the same time. If a student completes or withdraws from all Comprehensive Courses in which he or she is enrolled, the Unlimited Enrollment Subscription may be used to enroll another student. The number of students enrolled at one time may not exceed the number of Unlimited Enrollment Subscriptions purchased. Client may purchase additional subscriptions for access during each of the 12-month periods consisting of (a) September 1, 2014 through August 31, 2015, (b) September 1, 2015 through August 31, 2016, (c) September 1, 2016 through August 31, 2017, and (d) September 1, 2017 through August 31, 2018 at \$100.00 per Unlimited Enrollment Subscription per period.

- 100 CAHSEE Exam Prep Subscriptions during the period September 1, 2014 through August 31, 2018.

Each "CAHSEE Exam Prep Subscription" provides access for one student in CAHSEE High School Exam prep Math and English Language Arts (ELA) courses. A student may be enrolled in any number of CAHSEE Exam Prep courses at the same time. If a student completes or withdraws from all CAHSEE Exam Prep courses in which he or she is enrolled, the subscription may be used to enroll another student. The number of students enrolled at one time may not exceed the number of subscriptions purchased. Client may purchase additional subscriptions for access during each of the 12-month periods consisting of (a) September 1, 2014 through August 31, 2015, (b) September 1, 2015 through August 31, 2016, (c) September 1, 2016 through August 31, 2017, and (d) September 1, 2017 through August 31, 2018 at \$10.00 per CAHSEE Exam Prep Subscription per period.

- 800 Tutorials Subscriptions to Math and English Language Arts (ELA) Tutorials during the period September 1, 2014 through August 31, 2018.

Each "Tutorials Subscription" provides access for one student enrolled in Math and ELA Tutorials. A student may be enrolled in any number of Math and ELA Tutorials at the same time. If a student completes or withdraws from all Math and ELA Tutorials in which he or she is enrolled, the subscription may be used to enroll another student. The number of students enrolled at one time may not exceed the number of subscriptions purchased. Client may purchase additional subscriptions for access during each of the 12-month periods consisting of (a) September 1, 2014 through August 31, 2015, (b) September 1, 2015 through August 31, 2016, (c) September 1, 2016 through August 31, 2017, and (d) September 1, 2017 through August 31, 2018 at \$35.00 per Tutorials Subscription per period.

- *Price:* \$484,000.00
- The price for the Apex Curriculum does not include any Course Materials. A list of Course Materials can be found at http://www.apexlearning.com/info/materials_list.pdf.

2. Professional Services:

Client may purchase Professional Services as follows:

- Onsite professional development.

Price: \$2,200.00 per 6-hour day.

- Online professional development.

Price: \$600.00 per 3-hour session.

3. Books:

- Client may purchase the required student and teacher general studies books at either the respective per set price or per book price at the time of purchase as stated on Apex Learning's course materials list located at http://www.apexlearning.com/info/materials_list.pdf.

Total Price: \$484,000.00

EXHIBIT B
Payment Schedule

Client will pay Apex Learning according to the following Payment Schedule:

- Apex Learning will invoice Client in the amount of \$121,000.00 on September 2, 2014.
- Apex Learning will invoice Client in the amount of \$121,000.00 on September 1, 2015.
- Apex Learning will invoice Client in the amount of \$121,000.00 on September 1, 2016.
- Apex Learning will invoice Client in the amount of \$121,000.00 on September 1, 2017.
- Apex Learning will invoice Client for any Professional Services purchased following delivery of such services.
- Apex Learning will invoice Client for any Books purchased upon shipment of such Books.

EXHIBIT C

User Support

1. **General.** Apex Learning will provide Client Users with support via a toll-free phone number (for U.S. calls only) and email. Phone support will be available from Apex Learning Monday–Friday from 5:00 a.m. to 7:00 p.m. Pacific Time. Apex Learning will give Client Users notice of any intermittent or seasonal changes to the phone support schedule by posting an announcement on the Apex Learning website through which Client Users access the Apex Curriculum and/or by a voicemail greeting.
2. **Disclaimer.** Apex Learning’s ability to support Client and Client Users with respect to the Apex Curriculum depends on Client (a) providing Apex Learning with prompt notice if Client becomes aware of any problem that affects the ability of Client Users to access and/or use the Apex Curriculum, (b) cooperating in a timely manner with Apex Learning’s efforts to diagnose the source of problems, (c) making available to Apex Learning appropriate staff and system information for resolving issues as they may arise, and (d) implementing reasonable technical solutions suggested by Apex Learning in a timely manner. In addition, Apex Learning is not responsible for Client User problems that stem from Client’s Internet connection, any Client or third party hardware or software, or Client’s own network.

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

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

WLC ARCHITECTS, INC.

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

Revised Exhibit A: Adding the Installation of Modular Classroom Buildings at Ladera Ranch Middle School, Installation of Modular Classroom Buildings at San Juan Hills High School and San Juan Hills High School Scoreboard Projects.

Increase contract dollar amount: Increase contract to \$850,000 for additional projects identified.

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

Capistrano Unified School District

WLC Architects, Inc.

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

EXHIBIT 31

EXHIBIT "A"
ARCHITECTS SCOPE OF WORK, SCHEDULE,
BUDGET, AND COMPENSATION – Rev. 2, 4/23/2014

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

Identified project:

A. DSA Closeout Assessment

1. Barcelona Hills Elementary
2. Viejo Elementary
3. Crown Valley Elementary
4. Del Obispo Elementary
5. Carl Hankey Elementary

B. CNG Fueling Station

C. San Clemente High School Reroofing Project

D. Dana Hills High School HVAC Replacement

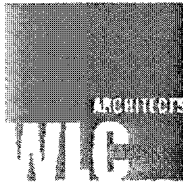
E. Ladera Ranch Middle School Modular Classroom Buildings

F. San Juan Hills High School Modular Classroom Buildings

G. San Juan Hills High School Scoreboard

H. Other projects as needed

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



ARCHITECTS CLIENT FOCUSED. PASSION DRIVEN.

March 26, 2014

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

Re: Architectural/Engineering Services Proposal
New Portable Classrooms (San Juan Hills High School)

Dear John:

Per our recent discussions, I have prepared this proposal to provide architectural design services to the Capistrano Unified School District (CUSD) for the installation of factory built buildings at your San Juan Hills High School campus in San Juan Capistrano, California.

WLC understands that Capistrano Unified School District is interested in installing ten new 24x40 modular classroom buildings adjacent to the existing two-story modular classroom buildings and one 12x40 modular restroom building. The buildings will sit on above-ground foundations on the existing basketball courts.

The site work involved with the project will include path-of-travel from the parking lot to the new buildings, and electrical connections (including power, telephone, data, and fire alarm).

There may also be the need to upgrade student and staff restrooms within the existing school to comply with ADA requirements. If so, those design upgrades will be an additional service to WLC's basic services.

Scope of the Work and Services:

WLC would provide Capistrano Unified School District with architectural and engineering design services including but not limited to preparing plans and specifications.

We anticipate that this project will require the following design disciplines:

Architectural Design
Electrical Engineering
Plumbing Engineering

Mr. John Fomey
Architectural/Engineering Services Proposal
New Portable Classrooms (San Juan Hills High School)
March 26, 2014
Page 2

Our work will be spread across the following phases and is summarized per phase below. The complete scope of work will be described in more detail in the Owner-Architect Agreement.

Construction Documents: (75% of fee)

WLC shall meet with CUSD to refine the complete scope of the project.
WLC shall prepare final construction drawings and specifications for the project.

DSA Approval:

The project will be submitted to DSA. An over-the-counter appointment has been secured for June 5, 2014.

Construction Administration: (25% of fee)

WLC shall assist CUSD in the administration of any construction contracts.
WLC shall attend a total of two construction meetings.
WLC shall prepare clarifications and change-request drawings.
WLC shall review contractor submittals, payment applications, and requests for changes.
WLC shall prepare the necessary punch lists to ensure that the project meets the general intent, scope, and quality of the contract documents.

Excluded Services:

The following services are specifically excluded from the services anticipated within this proposal.

Plan check fees
Topographic and boundary survey engineering
Fire hydrant flow testing
Geotechnical investigations
Hazardous material studies and reports
SWPPP and WQMP studies

Fee Proposal:

WLC proposes to provide these services for a base fee of \$40,500.00. Extended Construction Services fees are 19,440. The total therefore is \$59,940.

These fees will be distributed across the various design and construction administration phases as outlined above and in the Owner/Architect Agreement and invoiced monthly to an agreed upon percentage of completion per phase per month.

Mr. John Forney
Architectural/Engineering Services Proposal
New Portable Classrooms (San Juan Hills High School)
March 26, 2014
Page 3

Reimbursable/Additional Expenses:

Reimbursable expenses will be limited to DSA submittal and Bld Set printing costs. Other Additional Services will be proposed by WLC and approved by CUSD prior to commencing any additional design work.

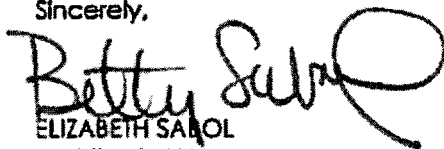
Contract Format:

WLC assumes that this project will be administrated through existing Owner/Architect Agreement provided by the District.

Schedule:

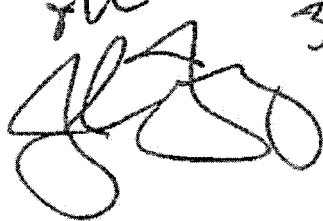
WLC understands that time is of the essence and we are prepared to commence design work on the project as soon as possible. WLC understands that CUSD would like to occupy the new building before the start of the 2014-2015 school year.

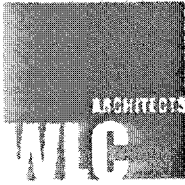
Sincerely,


ELIZABETH SAQOL
Architect, AIA
LEED™ AP BD + C
Associate

cc: Robert Hensley, Architect, AIA, LEED™ AP, Chairman, Principal, WLC Architects, Inc.

ES:bs\1413300

rk

3/27/14



March 26, 2014

Mr. John Fomey
Executive Director of Facilities Maintenance and Operations
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

Re: Architectural/Engineering Services Proposal
New Portable Classrooms (Ladera Ranch Middle School)

Dear John:

Per our recent discussions, I have prepared this proposal to provide architectural design services to the Capistrano Unified School District (CUSD) for the installation of factory built buildings at your Ladera Ranch Middle School campus in Mission Viejo, California.

WLC understands that Capistrano Unified School District is interested in installing five new 24x40 modular classroom buildings adjacent to the existing turf area. The buildings will sit on above-ground foundations on the existing basketball courts.

The site work involved with the project will include path-of-travel from the parking lot to the new buildings, and electrical connections (including power, telephone, data, and fire alarm).

There may also be the need to upgrade student and staff restrooms within the existing school to comply with ADA requirements. If so, those design upgrades will be an additional service to WLC's basic services.

Scope of the Work and Services:

WLC would provide Capistrano Unified School District with architectural and engineering design services including but not limited to preparing plans and specifications.

We anticipate that this project will require the following design disciplines:

Architectural Design
Electrical Engineering

Mr. John Farney
Architectural/Engineering Services Proposal
New Portable Classrooms (San Juan Hills High School)
March 26, 2014
Page 2

Our work will be spread across the following phases and is summarized per phase below. The complete scope of work will be described in more detail in the Owner-Architect Agreement.

Construction Documents: (75% of fee)

WLC shall meet with CUSD to refine the complete scope of the project.
WLC shall prepare final construction drawings and specifications for the project.

DSA Approval:

The project will be submitted to DSA. An over-the-counter appointment has been secured for **May 1, 2014**.

Construction Administration: (25% of fee)

WLC shall assist CUSD in the administration of any construction contracts.
WLC shall attend a total of two construction meetings.
WLC shall prepare clarifications and change-request drawings.
WLC shall review contractor submittals, payment applications, and requests for changes.
WLC shall prepare the necessary punch lists to ensure that the project meets the general intent, scope, and quality of the contract documents.

Excluded Services:

The following services are specifically excluded from the services anticipated within this proposal.

Plan check fees
Topographic and boundary survey engineering
Fire hydrant flow testing
Geotechnical investigations
Hazardous material studies and reports
SWPPP and WQMP studies

Fee Proposal:

WLC proposes to provide these services for a base fee of \$19,850.00. Extended Construction Services fees are \$9,500. The total therefore is **\$29,350**.

These fees will be distributed across the various design and construction administration phases as outlined above and in the Owner/Architect Agreement and invoiced monthly to an agreed upon percentage of completion per phase per month.

Mr. John Forney
Architectural/Engineering Services Proposal
New Portable Classrooms (San Juan Hills High School)
March 26, 2014
Page 3

Reimbursable/Additional Expenses:

Reimbursable expenses will be limited to DSA submittal and Bid Set printing costs. Other Additional Services will be proposed by WLC and approved by CUSD prior to commencing any additional design work.

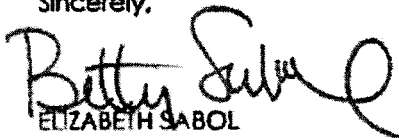
Contract Format:

WLC assumes that this project will be administrated through existing Owner/Architect Agreement provided by the District.

Schedule:

WLC understands that time is of the essence and we are prepared to commence design work on the project as soon as possible. WLC understands that CUSD would like to occupy the new building before the start of the 2014-2015 school year.

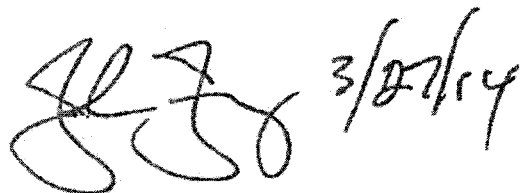
Sincerely,

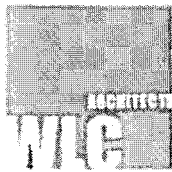


ELIZABETH SABOL
Architect, AIA
LEED™ AP BD + C
Associate

cc: Robert Hensley, Architect, AIA, LEED™ AP, Chairman, Principal, WLC Architects, Inc.

ES:bs\1413300





February 4, 2014

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

Re: Architectural / Engineering Fee Proposal
San Juan Hills High School New Baseball Scoreboard
Project 1411500.06

Dear John:

WLC Architects, Inc. is pleased to submit a proposal to provide architectural and engineering and extended construction administration services for the San Juan Hills High School Baseball Scoreboard project.

Scope of Work:

WLC Architects will assist the District with the following:

1. Field verify existing conditions.
2. Prepare Construction Documents limited to site and electrical drawings. (PC approved scoreboard drawings to be provided by manufacturer).
3. Coordinate with manufacturer.
4. Obtain DSA plan approval.
5. Prepare Bid Documents.
6. Provide extended construction administration.
7. Submit all necessary documentation to DSA for certification.

Contract Format:

Extension of the District's Owner Architect Agreement.

Fee Proposal for San Juan Hills High School

WLC proposes to provide the architectural services described above for the San Juan Hills High School Baseball Scoreboard Project for a stipulated sum of \$9,120.00.

SJHHS
2/12/14

Mr. John G. Forney
Architectural / Engineering Fee Proposal
San Juan Hills High School New Baseball Scoreboard
Project 1411500.06
February 4, 2014
Page 2

Reimbursable Expenses:

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

Project Schedule:

WLC Architects is prepared to begin work immediately.

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

Sincerely,



ELIZABETH SABOL
Architect, AIA
LEED™ AP BD+C
Associate

ES:rg\PO1411500x1-ltr

Attachment: Project Budget

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

SAN JUAN HILLS HIGH SCHOOL BASEBALL SCOREBOARD

February 4, 2014

Scope of Work Component		Architectural Hours Required						Consultant Hours Required					Total Fee
Task		Principal	Project Architect	Design Team Member	Tech Resource	Civil Engineer	Structural Tech.	Mech. / Plumb. Engineer	Mech. / Plumb. Tech	Electrical Engineer	Electrical Tech.		
A. Scope of Work													
1. Field Verification of Existing Conditions				4									\$ 580.00
2. Design Review Meeting with District's Staff			1										\$ 185.00
3. Preparation of Campus Site Plan and Collection of DSA Site Information				4									\$ 580.00
4. Preparation of Construction Documents				8									\$ 1,170.00
5. Preliminary Site Plan Approval - Fire Marshal				2									\$ 290.00
6. Coordination of PC Drawings				2									\$ 290.00
7. W/C Quality Control - Peer review Electrical Engineering of systems			2										\$ 370.00
8. Final Site Plan Approval - Fire Marshal				1									\$ 145.00
9. Final Document Corrections and Revisions			2	2									\$ 660.00
10. DSA Plan Check (Over-the-Counter)				8									\$ 1,170.00
11. Preparation of Bid Documents			0										\$ -
12. Construction Administration				2									\$ 290.00
13. Project Closeout					2								\$ 190.00
Sub-total:		0	5	33	2	0	0	0	0	0	0		\$ 5,920.00
14. Electrical Services (lump sum)													\$ 3,200.00
Consultant Sub-total													\$ 3,200.00

TOTAL FEE	\$	9,120.00
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**Agreement
ARCHITECTURAL SERVICES
TERMS AND CONDITIONS
Between**

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

April 25, 2013

0
Agreement

**Agreement
ARCHITECTURAL SERVICES
TERMS AND CONDITIONS
Between**

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

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ARTICLE 1 - GENERAL TERMS

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

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

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

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

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

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

1.3 Hiring of Consultants and Personnel.

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

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

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

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

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

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

1.5 Laws and Regulations.

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

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

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

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

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

ARTICLE 2 - BASIC SERVICES

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

2.1 SCHEMATIC DESIGN PHASE

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

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

2.2 DESIGN DEVELOPMENT PHASE

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

2.3 CONSTRUCTION DOCUMENTS PHASE

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

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

2.4 DIVISION OF STATE ARCHITECT (DSA) APPROVAL PHASE

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

2.5 BIDDING OR NEGOTIATION PHASE

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

2.6 CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT

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

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

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

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

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

2.7 EXTENDED CONSTRUCTION ADMINISTRATIVE SERVICES

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

2.8 ADDITIONAL SERVICES

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

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

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

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

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

2.9 TIME

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

ARTICLE 3 - THE DISTRICT'S RESPONSIBILITIES

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

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

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

ARTICLE 4 - CONSTRUCTION COST

4.1 DEFINITION

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

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

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

4.2 RESPONSIBILITY FOR CONSTRUCTION COST

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

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

ARTICLE 5 - DIRECT PERSONNEL EXPENSE

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

ARTICLE 6 - REIMBURSABLE EXPENSES

- 6.1 Reimbursable Expenses as outlined in Exhibit "D" are in addition to the compensation for Basic and Additional Services and include actual expenditures made by the Architect and the Architect's employees and consultants which are reasonably and necessarily incurred by the Architect in the interest of the Project but are not included in the scope of basic services. Reimbursable items include the following:
- 6.1.1 Extraordinary transportation expenses in connection with the Project; out-of-town travel expenses incurred in connection with the Project; fees paid for securing approvals of authorities having jurisdiction over the Project.
 - 6.1.2 Expense of reproductions, postage and handling of Drawings, Specifications and other documents, excluding reproductions for the office use of the Architect and the Architect's consultants.
 - 6.1.3 Expense of data processing and photographic production techniques when used in connection with Additional Services.
 - 6.1.4 If authorized in advance by the District, expense of overtime work requiring higher than regular rates.
 - 6.1.5 Expense of renderings, models and mock-ups requested by the District.
 - 6.1.6 Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the District in excess of that normally carried by the Architect and the Architect's consultants.

ARTICLE 7 - PAYMENTS TO THE ARCHITECT

7.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

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

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

7.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

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

7.3 PAYMENTS WITHHELD

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

7.4 PROJECT SUSPENSION OR ABANDONMENT

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

ARTICLE 8 - ARCHITECT'S ACCOUNTING RECORDS

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

ARTICLE 9 - OWNERSHIP AND USE OF DOCUMENTS

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

ARTICLE 10 - INSURANCE AND INDEMNIFICATION

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

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

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

ARTICLE 11 - TERMINATION OF AGREEMENT

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

ARTICLE 12 - MISCELLANEOUS PROVISIONS

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

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

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

ARTICLE 13 - SUCCESSORS AND ASSIGNS

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

ARTICLE 14 - EXTENT OF AGREEMENT

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

ARTICLE 15 - BASIS OF COMPENSATION

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

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

15.2 BASIC COMPENSATION FOR ARCHITECTURAL SERVICES

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

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

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

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

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

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

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

The calculated hourly rates are as follows:

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

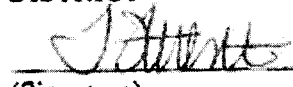
*To be verified by timesheet audit

15.4 COMPENSATION FOR ADDITIONAL SERVICES

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

This Agreement entered into as of the day and year first written above.

DISTRICT


(Signature) 4/29/13
(Date)

Terry Fluent
Director, Purchasing

ARCHITECT


(Signature) 7-15-2013
(Date)

Robert J. Hensley
Principal, Chairman, WLC Architects, Inc

EXHIBIT "A"
ARCHITECTS SCOPE OF WORK, SCHEDULE,
BUDGET, AND COMPENSATION

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

- Identified Projects:
- A. DSA Closeout Assessment
 - 1. Barcelona Hills Elementary
 - 2. Viejo Elementary
 - 3. Crown Valley Elementary
 - 4. Del Obispo Elementary
 - 5. Carl Hankey Elementary
 - B. CNG Fueling Station
 - C. Other projects as needed

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



EXHIBIT "A"

ARCHITECT'S FEE SCHEDULE

Hourly rate:

<i>Personnel Classification</i>	<i>Hourly Rate</i>
Principal	<u>\$210</u>
Project Manager/Director	<u>\$185</u>
Project Designer	<u>\$170</u>
Project Architect	<u>\$170</u>
Senior Drafter	<u>\$145</u>
Drafter	<u>\$95</u>
Clerical	<u>\$75</u>
Clerical Specification	<u>\$75</u>
Construction Administration	<u>\$85</u>

The rates set forth in this Schedule "A" shall be valid and not increased during the life of this Agreement.

EXHIBIT "B"
NEW CONSTRUCTION FEE SCHEDULE

1. Compensation for New Construction Projects shall be initially based upon the following fee schedules. After the project scope of work has been finalized and the construction budget has been approved by the school board, the Architectural Compensation shall be converted to a lump sum fee. Regardless of the final bid amount the fee will not be increase unless the district require a change in the project scope of work.

ARCHITECT'S FEE SCHEDULE
(New Construction)

1. Nine percent (9%) of the first five hundred thousand dollars (\$500,000.00) of computed cost.
2. Eight and one-half percent (8 1/2%) of the next five hundred thousand dollars (\$500,000.00) of computed cost.
3. Eight percent (8%) of the next one million dollars (\$1,000,000.00) of computed cost.
4. Seven percent (7%) of the next four million dollars (\$4,000,000.00) of computed cost.
5. Six percent (6%) of the next four million dollars (\$4,000,000.00) of computed cost.
6. Five percent (5%) of computed cost in excess of ten million dollars (\$10,000,000.00).
7. Four percent (4%) on the cost of factory built portables. (Building cost only all other costs are included in calculation items (1) through (6) above.)

Computed cost equals the total award from the initial construction contract(s), plus the cost of all approved additive contract change orders with the exception of items resulting from errors and omissions on the part of the architect. Base fees shall be calculated utilizing the sum of all awarded prime contractor's bids and the construction manager's general conditions and professional fees for each uniquely advertised portion or phase plus Eighty Percent (80%) of the fee for any non-accepted additive alternate items.

EXHIBIT "C"
RENOVATION/MODERNIZATION FEE SCHEDULE

1. Compensation for Renovation/Modernization Projects shall be initially based upon the following fee schedules. After the project scope of work has been finalized and the construction budget has been approved by the school board, the Architectural Compensation shall be converted to a lump sum fee. Regardless of the final bid amount the fee will not be increase unless the district require a change in the project scope of work.

ARCHITECT'S FEE SCHEDULE
(Reconstruction/Modernization)

1. Twelve percent (12%) of the first five hundred thousand dollars (\$500,000.00) of computed cost. (\$60,000.00)
2. Eleven and one-half percent (11 1/2%) of the next five hundred thousand dollars (\$500,000.00) of computed cost. (\$57,500.00)
3. Eleven percent (11%) of the next one million dollars (\$1,000,000.00) of computed cost. (\$110,000.00)
4. Ten percent (10%) of the next four million dollars (\$4,000,000.00) of computed cost. (\$400,000.00)
5. Nine percent (9%) of the next four million dollars (\$4,000,000.00) of computed cost. (\$360,000.00)
6. Eight percent (8%) of the computed cost in excess of ten million dollars (\$10,000,000.00).

Computed cost equals the total award from the initial construction contract(s), plus the cost of all approved additive contract change orders with the exception of items resulting from errors and omissions on the part of the architect. Base fees shall be calculated utilizing the sum of all awarded prime contractor's bids and the construction manager's general conditions and professional fees for each uniquely advertised portion or phase plus Eighty Percent (80%) of the fee for any non-accepted additive alternate items.

EXHIBIT "D"
REIMBURSABLE EXPENSES & SPECIALTY CONSULTANT EXPENSES

The Architect shall be reimbursed for certain services and costs necessary to perform the services set forth in the Agreement including, but not limited to:

Reimbursable Expenses:

1. Printing
2. Computer Scanning of Documents
3. Specialty Consultants Services Required for the Project
4. State and Local Applications
5. Travel Expenses (only for trips to Sacramento for OPSC/District meetings)

Example of Specialty Consultants:

1. Technology and Multi-Media Planning
2. Acoustical Design Standards
3. Food Services Designer
4. Theater/Lighting Design Consultant
5. Acoustical Engineer
6. Fire Sprinkler Engineer
7. Furniture and Equipment Specifications

The current projected total for all Reimbursable Expenses shall be based upon an initial lump sum budget of \$5,000. Specialty Consultants budget shall be \$0.00. Note that Specialty Consultants are defined as any additional consultants beyond the consultants included within the Basic Services per Article 2. All reimbursable expenses shall be invoiced at 110% of actual cost. The Architect= S Reimbursable Expenses for these services shall not time exceed 5% of the Project Construction Cost in accordance with previous Office of Public School Construction guidelines for General Conditions Costs. At the time the Schematic Design is completed compensation will be adjusted to match the final construction budget.

AMENDMENT TO AGREEMENT
BID NO. 1011-13 SNACK AND BEVERAGE PRODUCTS
BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
A & R WHOLESALE DISTRIBUTORS, INC.

Agreement for Bid No. 1011-13 called for snack and beverage products to be provided at the pricing shown in the agreement.

The "not to exceed" amount on Agreement for Bid No. 1011-13 shall be increased to \$850,000 annually for additional snack and beverage items as requested by the District.

Except as set forth in this Amendment to Agreement, and Board approved on May 9, 2011, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: _____
Signature

Terry Fluent
Print Name

Director, Purchasing
Title

Date: _____

CONTRACTOR

A & R Wholesale Distributors, Inc.

By: _____
Signature

Print Name

Title

Date: _____

EXHIBIT 32

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

IV. BID FORM AND AGREEMENT

- A. Pursuant to the DISTRICT'S "Notice To Bidders - Invitation For Bids" and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete contract, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform within the time stipulated in the contract and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner in connection with the following:

Snack and Beverage Products

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yr Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
1.	00969	Apple Splash 100% Juice Pouch	Capri Sun			337 cases	40 units per case @ 6.75 oz per unit	Case	945
2.	00970	Berry Breeze 100% Juice Pouch	Capri Sun			635 cases	40 units per case @ 6.75 oz per unit	Case	945
3.	00971	Fruit Dive 100% Juice Pouch	Capri Sun			580 cases	40 units per case @ 6.75 oz per unit	Case	945
4.	12002	Rips Juice, Kiwi Strawberry 100% Juice Pouch	Cool Tropics			525 cases	60 units per case @ 4 oz per unit	Case	23 ⁸⁸

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yr Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
5.	12001	Rips Juice, Blue Razz 100% Juice Pouch	Cool Tropics			762 cases	60 units per case @ 4 oz per unit	Case	23 ⁸⁸ -
6.		Fruit 66 - All Flavors Can	Fruit 66	SWITCH	SEE LIST	2,453 cases	24 units per case @ 8 oz per unit	Case	10 ⁸⁸ + CRV
7.	SEE LIST	Gatorade - All Flavors Plastic Bottle	Pepsi			2,203 cases	48 units per case @ 12 oz per unit	Case	22 ²⁰ + CRV
8.	SEE LIST	Gatorade - All Flavors Plastic Bottle	Pepsi			11,925 cases	24 units per case @ 20 oz per unit	Case	16 ³⁹ + CRV
9.	SEE LIST	Izze Sparkling 100% Juice Can	Izze			3,747 cases	24 units per case @ 8.4 oz per unit	Case	12 ⁴⁷ + CRV
10.		Apple Juice 100% Juice Box	Apple & Eve	JUICE BOWL	SEE LIST	56 cases	40 units per case @ 4.23 oz per unit 44/CT	Case	8 ¹⁷ -
11.	SEE LIST	Fruit Punch 100% Juice Pouch	HC Plus			580 cases	72 units per case @ 4 oz per unit	Case	13 ⁷⁹ -

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yr Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
12.	83101	Milk, Chocolate Shelf Stable Aseptic Box	Team Blitz			454 cases	48 units per case @ 8.5 oz per unit	Case	11 ⁴⁴
13.	64010	Milk, Vanilla Shelf Stable Aseptic Box	Team Blitz			237 cases	48 units per case @ 8.5 oz per unit	Case	11 ⁴⁴
14.	005611	Water, Bottled Sport-cap	Arrow head			7,858 cases	24 units per case @ 23.7 oz per unit	Case	5 ⁶⁵ +CRV
15.	005608	Water, Bottled	Nestle			337 cases	24 units per case @ 16.9 oz per unit	Case	3 ³⁹ +CRV
16.	005654	Water, Bottled	Nestle			2,011 cases	48 units per case @ 8 oz per unit	Case	6 ²⁵ +CRV
17.	SEE LIST	Juice, 100% All Flavors Can	Welchs			492 cases	24 units per case @ 11.5 oz per unit	Case	12 ³⁹ +CRV
				JUICE BOWL	SEE LIST				11 ⁷⁹ +CRV
18.	11609	Chex Mix, Hot & Spicy Bag	General Mills			165 cases	60 units per case @ 1.75 oz per unit	Case	20 ⁶⁵

Snack and Beverage Products
 Bid No. 1011-13

Company Name

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yr Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
19.	11603	Chex Mix, Traditional Bag	General Mills			390 cases	60 units per case @ 1.75 oz per unit	Case	20 ⁶⁵
20.	080700	Corn Nuts, BBQ Bag	Kraft			39 cases	144 units per case @ 1.4 oz per unit	Case	39 ⁹⁹
21.	080702	Corn Nuts, Chili Picante Bag	Kraft			25 cases	144 units per case @ 1.4 oz per unit	Case	39 ⁹⁹
22.	080710	Corn Nuts, Ranch Bag	Kraft			100 cases	144 units per case @ 1.4 oz per unit	Case	39 ⁹⁹
23.	080392	Cheetos, Baked Crunch Bag	Frito Lay			5 cases	64 units per case @ 1.5 oz per unit	Case	22 ⁹²
24.	080393	Cheetos, Baked Hot Bag	Frito Lay			2,478 cases	64 units per case @ 1.5 oz per unit	Case	22 ⁹²
25.	080440	Cheetos, Flamin Hot Bag	Frito Lay			295 cases	104 units per case @ 1 oz per unit	Case	23 ⁷²

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yr Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
26.	080336	Doritos, Baked Nacho Bag	Frito Lay			16 cases	72 units per case @ 1.375 oz per unit 88/CT	Case	20 ⁰⁶
27.	080335	Doritos, Reduced Fat Bag	Frito Lay			289 cases	72 units per case @ 1.5 oz per unit	Case	16 ⁴²
28.	081091	Doritos, Reduced Fat, Cool Ranch Bag	Frito Lay			154 cases	72 units per case @ 1.0 oz per unit	Case	16 ⁴²
29.	49093	Doritos, Reduced Fat Sweet Chili Bag	Frito Lay			143 cases	72 units per case @ 1.0 oz per unit	Case	16 ⁴²
30.	080400	Lays, Baked BBQ Bag	Frito Lay			370 cases	64 units per case @ 1.125 oz per unit	Case	22 ⁹²
31.	080401	Lays, Baked Regular Bag	Frito Lay			1 case	64 units per case @ 1.125 oz per unit	Case	22 ⁹²
32.	49052	Lays, Baked South Western Bag	Frito Lay			46 cases	64 units per case @ 1.125 oz per unit	Case	22 ⁹²

Snack and Beverage Products
 Bid No. 1011-13

Company Name _____

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yr Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
33.	080391	Ruffles, Baked Cheddar Sour Cream Bag	Frito lay			624 cases	64 units per case @ 1.125 oz per unit	Case	22 ⁹²
34.	080383	Munchies, Hot Mix Bag	Frito Lay			17 cases	64 units per case @ 2.0 oz per unit	Case	22 ⁹²
35.	49091	Munchies, Flamin Hot Mix Bag	Frito Lay			57 cases	104 units per case @ 1 oz per unit	Case	23 ¹²
36.	080447	Quaker Baked Ultimate Cheddar Bag	Frito Lay			215 cases	64 units per case @ 1.75 oz per unit	Case	20 ⁹⁰
37.	080423	Pretzel, Rolled Gold Bag	Frito lay			227 cases	64 units per case @ 2 oz per unit	Case	22 ⁹²
38.	080456	Pretzel, Tiny Twist Bag	Frito Lay			8 cases	88 units per case @ 1 oz per unit	Case	20 ⁰⁶
39.	081808	Pretzel, Buttery Bag	Snak Club	SNYDER'S		300 cases	200 units per case @ .75 oz per unit 88/.9 oz	Case	15 ²⁹

Snack and Beverage Products
 Bid No. 1011-13

Company Name

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yr Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
40.	081092	Fantastix, Chili Cheese Bag	Frito Lay			43 cases	104 units per case @ 1 oz per unit	Case	23 ⁷²
41.	42537	Tostitos Scoop, Bakes Bag	Frito Lay			630 cases	72 units per case @ .875 oz per unit	Case	16 ⁴²
42.	080455	Fritos, Corn Chips Bag	Frito Lay			315 cases	120 units per case @ .75 oz per unit	Case	14 ⁹⁴
43.	20097	Popcorn, Kettlecorn Bag	Jonny Rapp's			250 cases	90 units per case @ 1 oz per unit	Case	19 ⁹⁷
44.	181975	Popcorn, Kettlecorn Bag	Indiana			231 cases	48 units per case @ 1 oz per unit	Case	16 ⁶⁸
45.	081510	Popcorn, Low Fat Fresh Bag	Cal Snack			424 cases	24 units per case @ 1.25 oz per unit	Case	4 ⁹⁸
46.	100182	Popcorn, Sweet & Tangy BBQ Kettlecorn Bag	Indiana			250 cases	48 units per case @ 1 oz per unit	Case	16 ⁶⁸

to DISTRICT all rights, title and interest in and to all causes of action it may have under § 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Business & Professions Code §16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the DISTRICT pursuant to this bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment.

- E. If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of CALIFORNIA and that RUSSELL ERWIN whose title is KEY ACCOUNT MANAGER authorized to act for and bind the corporation.

- F. It is understood and agreed that if, requested by the DISTRICT, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.

- G. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.

- H. Indicate below if the undersigned will allow other public agencies in the State of California to purchase equipment and supplies under the same terms and conditions:

☒ Yes, other public agencies may purchase from this Bid.
☐ No, other public agencies may not purchase from this Bid.

- I. The undersigned will grant the DISTRICT the option to extend any contract awarded hereunder for a period of one or two years from date of expiration, under the same prices, terms, conditions, etc., contained herein. Options granted will not be considered as a factor in awarding a contract. Bidder should note any exceptions.

Extension option for one year: option granted ☐ option not granted ☐

MUTUALLY AGREED EXTENSION

Extension option for a second year: option granted ☐ option not granted ☐

MUTUALLY AGREED EXTENSION

- J. The Bidder attests to having read and understands all documents contained and referenced in this bid.

- K. I, Russell Erwin the KEY ACCOUNT MANAGER (title) of the Bidder hereby certify under penalty of perjury under the laws of the State of California that all the information submitted by the Bidder in connection with this bid and all the representations herein made are true and correct.

COMPANY

Name: _____

Signed by: _____

Date: _____

Business Address: _____

PARTNERSHIP

Name: _____

Signed by: _____ Partner

Date: _____

Business Address: _____

Other Partners: _____

CORPORATION

Name: _____

(a CALIFORNIA Corporation*)

Business Address: _____

5576 E. Hunter Ave.
Anaheim, CA 92807

Signed by: Russell E. [Signature], President**,

Dated: 4-11-11

* A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and Bonds is duly authorized to do so.

** Or local official empowered to bind the Corporation.

JOINT VENTURE

Name: _____

Signed by: _____, Joint Venturer

Date: _____

Business Address: _____

Other Parties to Joint Venture:

If an individual: _____

(Signed)

Doing Business as: _____;

If a Partnership: _____

Signed by: _____, Partner

If a Corporation: _____

(a _____ Corporation)

By: _____ Date: _____

Title: _____

AGREEMENT ACCEPTED BY DISTRICT

Signed by: Terry Fluent

Print Name: Terry Fluent

Title: Director, Purchasing

Date: 5/24/11

CONTRACT TERM

The term of this base contract is for one year beginning May 13, 2011 through May 12, 2012 with two (2) one-year renewal terms at the option of the Board of Trustees

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

A & R WHOLESALE DISTRIBUTORS, INC.

Bid No. 1011-13 – Snack and Beverage Products called for an original 12-month contract period of May 13, 2011 through May 12, 2012, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 months as allowed by the California Education Code 17596.

The contract with A & R Wholesale Distributors, Inc. pursuant to Bid No. 1011-13, shall be extended for the period May 13, 2012 through May 12, 2013, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 14, 2012.

The total cost of products requested by District and provided by Vendor under this extension shall not exceed \$500,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on May 9, 2011, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: 
Signature

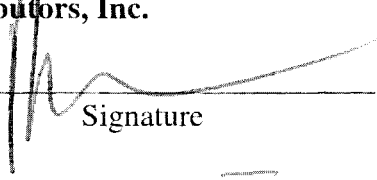
Terry Fluent

Director, Purchasing

Date: 5/24/12

CONTRACTOR

**A & R Wholesale
Distributors, Inc.**

By: 
Signature

Rossen Edwards
Print Name

KEY ACCOUNT MANAGER

Title

Date: 5-22-12

CAPISTRANO UNIFIED SCHOOL DISTRICT
SNACK AND BEVERAGE PRODUCTS
BID NO. 1011-13
PROPOSED 2012-2013 UNIT BID PRICING

Line No.	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	*A & R Wholesale Distributors Inc.	Proposed 2012-2013 Unit Bid Price
1.	Apple Splash 100% Juice Pouch	Capri Sun			337 cases	40 units per case @ 6.75 oz per unit	Case	\$9.45	\$10.24
2.	Berry Breeze 100% Juice Pouch	Capri Sun			635 cases	40 units per case @ 6.75 oz per unit	Case	\$9.45	\$10.24
3.	Fruit Dive 100% Juice Pouch	Capri Sun			580 cases	40 units per case @ 6.75 oz per unit	Case	\$9.45	\$10.24
4.	Rips Juice, Kiwi Strawberry 100% Juice	Cool Tropics			525 cases	60 units per case @ 4 oz per unit	Case	\$23.88	\$26.22
5.	Rips Juice, Blue Razz 100% Juice Pouch	Cool Tropics			762 cases	60 units per case @ 4 oz per unit	Case	\$23.88	\$26.22
6.	Fruit 66 - All Flavors Cans	Fruit 66	501104	100%	2,453 cases	24 units per case @ 8 oz per unit	Case	\$10.88	\$10.88
7.	Gatorade - All Flavors Plastic Bottle	Pepsi		24.0115 per case	2,203 cases	48 units per case @ 12 oz per unit	Case	\$22.20	\$4.80
8.	Gatorade - All Flavors Plastic Bottle	Pepsi			11,925 cases	24 units per case @ 20 oz per unit	Case	\$16.39	\$17.38
9.	Izze Sparkling 100% Juice	Izze			3,747 cases	24 units per case @ 8.4 oz per unit	Case	\$12.47	\$12.47
10.	Apple Juice 100% Juice Box	Apple & Eve			2,240	2240 units = 56 cases	40 units per case @ 4.23 oz per unit	Case	
			Juice Bowl			44 units per case @ 4.23 oz per unit		\$8.17/cs \$0.18568/unit	\$9.24

CAPISTRANO UNIFIED SCHOOL DISTRICT
SNACK AND BEVERAGE PRODUCTS
BID NO. 1011-13
PROPOSED 2012-2013 UNIT BID PRICING

Line No.	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	*A & R Wholesale Distributors Inc.	Proposed 2012-2013 Unit Bid Price
11.	Fruit Punch 100% Juice Pouch	HC Plus			580 cases	72 units per case @ 4 oz per unit	Case	\$13.79	\$14.92
12.	Milk, Chocolate Shelf Stable	Team Blitz			454 cases	48 units per case @ 8.5 oz per unit	Case	\$11.44	Temp. N/A
13.	Milk, Vanilla Shelf Stable - Aseptic Box	Team Blitz			237 cases	48 units per case @ 8.5 oz per unit	Case	\$11.44	Temp. N/A
14.	Water, Bottled Sport cap	Arrowhead			7,858 cases	24 units per case @ 23.7 oz per unit	Case	\$5.65	\$5.65
15.	Water, Bottled	Nestle			337 cases	24 units per case @ 16.9 oz per unit	Case	\$3.39	\$3.39
16.	Water, Bottled	Nestle			2,011 cases	48 units per case @ 8 oz per unit	Case	\$6.25	\$6.25
17.	Juice, 100% All Flavors Can	Welchs			492 cases	24 units per case @ 11.5 oz per unit	Case	\$12.39	\$12.39
18.	Chex Mix, Hot & Spicy Bag	General Mills			165 cases	60 units per case @ 1.75 oz per unit	Case	\$20.65	\$20.65
19.	Chex Mix, Traditional Bag	General Mills			390 cases	60 units per case @ 1.75 oz per unit	Case	\$20.65	\$20.65
20.	Corn Nuts, BBQ Bag Bag	Kraft			39 cases	144 units per case @ 1.4 oz per unit	Case	\$39.99	\$42.12
21.	Corn Nuts, Chili Picante Bag	Kraft			25 cases	144 units per case @ 1.4 oz per unit	Case	\$39.99	\$42.12
22.	Corn Nuts, Ranch Bag	Kraft			100 cases	144 units per case @ 1.4 oz per unit	Case	\$39.99	\$42.12
23.	Cheetos, Baked Crunch	Frito Lay			5 cases	64 units per case @ 1.5 oz per unit	Case	\$22.92	\$24.89
24.	Cheetos, Baked Hot Bag	Frito Lay			2,478 cases	64 units per case @ 1.5 oz per unit	Case	\$22.92	\$24.89

CAPISTRANO UNIFIED SCHOOL DISTRICT
SNACK AND BEVERAGE PRODUCTS
BID NO. 1011-13
PROPOSED 2012-2013 UNIT BID PRICING

Line No.	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	*A & R Wholesale Distributors Inc.	Proposed 2012-2013 Unit Bid Price
25.	Cheetos, Flamin Hot	Frito Lay			295 cases	104 units per case @ 1 oz per unit	Case	\$23.72	\$24.65
26.	Doritos, Baked Nacho Bag	Frito Lay			1152 16 cases = 1152 units	72 units per case @ 1.375 oz per unit	Case		\$17.10
					1,152 units	88 units per case @ 1.375 oz per unit	Case	\$20.06/cs \$0.2279/unit	\$20.90
27.	Doritos, Reduced Fat Bag	Frito Lay			289 cases	72 units per case @ 1.5 oz per unit	Case	\$16.42	\$17.10
28.	Doritos, Reduced Fat, Cool Ranch	Frito Lay			154 cases	72 units per case @ 1.0 oz per unit	Case	\$16.42	\$17.10
29.	Doritos, Reduced Fat Sweet Chili	Frito Lay			143 cases	72 units per case @ 1.0 oz per unit	Case	\$16.42	\$17.10
30.	Lays, Baked BBQ Bag	Frito Lay			370 cases	64 units per case @ 1.125 oz per unit	Case	\$22.92	\$24.89
31.	Lays, Baked Regular Bag	Frito Lay			1 cases	64 units per case @ 1.125 oz per unit	Case	\$22.92	\$24.89
32.	Lays, Baked South Western Bag	Frito Lay			46 cases	64 units per case @ 1.125 oz per unit	Case	\$22.92	\$24.89
33.	Ruffles, Baked Cheddar Sour Cream	Frito lay			624 cases	64 units per case @ 1.125 oz per unit	Case	\$22.92	\$24.89
34.	Munchies, Hot Mix Bag	Frito Lay			17 cases	64 units per case @ 2.0 oz per unit	Case	\$22.92	\$24.89

CAPISTRANO UNIFIED SCHOOL DISTRICT
SNACK AND BEVERAGE PRODUCTS
BID NO. 1011-13

PROPOSED 2012-2013 UNIT BID PRICING

Line No.	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	*A & R Wholesale Distributors Inc.	Proposed 2012-2013 Unit Bid Price
35.	Munchies, Flamin Hot Mix	Frito Lay			57 cases	104 units per case @ 1 oz per unit	Case	\$23.72	Discontinued
36.	Quaker Baked Ultimate	Frito Lay			215 cases	64 units per case @ 1.75 oz per unit	Case	\$20.90	\$24.89
37.	Pretzel, Rolled Gold Bag	Frito lay			227 cases	64 units per case @ 2 oz per unit	Case	\$22.92	\$24.89
38.	Pretzel, Tiny Twist Bag	Frito Lay			8 cases	88 units per case @ 1 oz per unit	Case	\$20.06	\$24.65
39.	Pretzel, Buttery Bag	Snak Club			300 cases	200 units per case @ .75 oz per unit	Case		NO BID
			Snyders		cases	88 units per case @ .9 oz per case	Case	\$15.29	\$16.29
40.	Fantastix, Chili Cheese Bag	Frito Lay			43 cases	104 units per case @ 1 oz per unit	Case	\$23.72	\$24.65
41.	Tostitos Scoop, Bakes	Frito Lay			630 cases	72 units per case @ .875 oz per unit	Case	\$16.42	\$17.10
42.	Fritos, Corn Chips Bag	Frito Lay			315 cases	120 units per case @ .75 oz per unit	Case	\$14.94	\$14.94
43.	Popcorn, Kettlecorn Bag	Jonny Rapp's			250 cases	90 units per case @ 1 oz per unit	Case	\$19.97	Discontinued
44.	Popcorn, Kettlecorn Bag	Indiana			231 cases	48 units per case @ 1 oz per unit	Case	\$16.68	\$16.68
45.	Popcorn, Low Fat Fresh	Cal Snack			424 cases	24 units per case @ 1.25 oz per unit	Case	\$4.98	\$4.36
46.	Popcorn, Sweet & Tangy BBQ	Indiana			250 cases	48 units per case @ 1 oz per unit	Case	\$16.68	\$16.68
47.	Chicharinas, Chili Lime Bag	Rudolphs			154 cases	40 units per case @ 1 oz per unit	Case	NO BID	

CAPISTRANO UNIFIED SCHOOL DISTRICT
SNACK AND BEVERAGE PRODUCTS
BID NO. 1011-13
PROPOSED 2012-2013 UNIT BID PRICING

Line No.	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	*A & R Wholesale Distributors Inc.	Proposed 2012-2013 Unit Bid Price
48.	Lava Bites, Whole Grain Bag	MJM			108 cases	60 units per case @ 1.5 oz per unit	Case	\$20.45	\$20.65
49.	V8V.Fusion 100% Juice Can Flavor: Pomgranate	Campbell			520 cases	24 units per case @ 8.0 oz per unit	Case	\$14.46	\$14.46
50.	V8V.Fusion 100% Juice Can Flavor: Pomgranate	Campbell			520 cases	24 units per case @ 8.0 oz per unit	Case	\$14.46	\$14.46
51.	V8 100% Vegetable Juice Can	Campbell			480 cases = 480 units	24 units per case @ 5.5 oz per unit 24 units per case @ 11.5 oz 48 units per case @ 5.5 oz	Case	\$11.92/cs \$0.49666/can \$23.98/cs \$0.4995/can	\$11.92 \$23.98

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

A & R DISTRIBUTORS, INC..

Bid No. 1011-13 – Snack and Beverage Products called for an original 12-month contract period of May 13, 2011 through May 12, 2012, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 months as allowed by the California Education Code 17596.

The contract with A & R Distributors, Inc. pursuant to Bid No. 1011-13, shall be extended for the period May 13, 2013 through May 12, 2014, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on April 24, 2013.

The “not to exceed” amount on Agreement for Bid No. 1011-13 shall be increased to \$650,000 annually for additional snack and beverage products as requested by the District.

Except as set forth in this Extension Agreement, and Board approved on May 9, 2011, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: _____

Signature

Terry Fluent _____

Director, Purchasing _____

Date: _____

5/10/13

CONTRACTOR

**A & R Wholesale Distributors,
Inc.**

By: _____

Signature

SANG KIM _____

Print Name

BID COORDINATOR

Title

Date: _____

5-7-13

CAPISTRANO UNIFIED SCHOOL DISTRICT
SNACK AND BEVERAGE PRODUCTS
BID NO. 1011-13
PROPOSED 2013-2014 UNIT BID PRICING

Line No.	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Case Pack and Unit Size	Bid Unit	2012-2013 Unit Bid Price	Proposed 2013-2014 Unit Bid Price
1.	Apple Splash 100% Juice Pouch	Capri Sun			40 units per case @ 6.75 oz per unit	Case	\$10.24	\$ 10.40
2.	Berry Breeze 100% Juice Pouch	Capri Sun			40 units per case @ 6.75 oz per unit	Case	\$10.24	\$ 10.40
3.	Fruit Dive 100% Juice Pouch	Capri Sun			40 units per case @ 6.75 oz per unit	Case	\$10.24	\$ 10.40
4.	Rips Juice, Kiwi Strawberry 100% Juice Pouch	Cool Tropics			60 units per case @ 4 oz per unit	Case	\$26.32	\$ 26.98
5.	Rips Juice, Blue Razz 100% Juice Pouch	Cool Tropics			60 units per case @ 4 oz per unit	Case	\$26.32	\$ 26.98
6.	Fruit 66 - All Flavors Cans	Fruit 66	SWITCH 100%		24 units per case @ 8 oz per unit	Case	\$10.88	\$ 11.36
7.	Gatorade - All Flavors Plastic Bottle	Pepsi		24 UNITS PER CASE	48 units per case @ 12 oz per unit	Case	\$11.80	\$ 11.99
8.	Gatorade - All Flavors Plastic Bottle	Pepsi			24 units per case @ 20 oz per unit	Case	\$17.38	\$ 17.75
9.	Izze Sparkling 100% Juice Can	Izze			24 units per case @ 8.4 oz per unit	Case	\$12.47	\$ 12.99
10.	Apple Juice 100% Juice Box	Apple Eve	& Juice Bowl		44 units per case @ 4.23 oz per unit		\$9.24	\$ 9.24
11.	Fruit Punch 100% Juice Pouch	HC Plus			72 units per case @ 4 oz per unit	Case	\$14.92	\$ 14.92

EXCEPT GRAPE FLAVOR \$15.92

CAPISTRANO UNIFIED SCHOOL DISTRICT
SNACK AND BEVERAGE PRODUCTS

BID NO. 1011-13

PROPOSED 2013-2014 UNIT BID PRICING

Line No.	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Case Pack and Unit Size	Bid Unit	2012-2013 Unit Bid Price	Proposed 2013-2014 Unit Bid Price
12.	Milk, Chocolate Shelf Stable - Aseptic Box	Team Blitz			48 units per case @ 8.5 oz per unit	Case	not available	N/A
13.	Milk, Vanilla Shelf Stable - Aseptic Box	Team Blitz			48 units per case @ 8.5 oz per unit	Case	not available	N/A
14.	Water, Bottled Sport-cap	Arrowhead			24 units per case @ 23.7 oz per unit	Case	\$5.65	\$6.24
15.	Water, Bottled	Nestle			24 units per case @ 16.9 oz per unit	Case	\$3.39	\$3.39
16.	Water, Bottled	Nestle			48 units per case @ 8 oz per unit	Case	\$6.25	\$6.45
17.	Juice, 100% All Flavors Can	Welchs			24 units per case @ 11.5 oz per unit	Case	\$12.39	\$12.88
18.	Chex Mix, Hot & Spicy Bag	General Mills			60 units per case @ 1.75 oz per unit	Case	\$20.65	\$22.28
19.	Chex Mix, Traditional Bag	General Mills			60 units per case @ 1.75 oz per unit	Case	\$20.65	\$22.28
20.	Corn Nuts, BBQ Bag Bag	Kraft			144 units per case @ 1.4 oz per unit	Case	\$42.12	\$43.82
21.	Corn Nuts, Chili Picante Bag	Kraft			144 units per case @ 1.4 oz per unit	Case	\$42.12	\$43.82
22.	Corn Nuts, Ranch Bag	Kraft			144 units per case @ 1.4 oz per unit	Case	\$42.12	\$43.82
23.	Cheetos, Baked Crunch Bag	Frito Lay			64 units per case @ 1.5 oz per unit	Case	\$24.89	\$25.89
24.	Cheetos, Baked Hot Bag	Frito Lay			64 units per case @ 1.5 oz per unit	Case	\$24.89	\$25.89

CAPISTRANO UNIFIED SCHOOL DISTRICT
SNACK AND BEVERAGE PRODUCTS
BID NO. 1011-13

PROPOSED 2013-2014 UNIT BID PRICING

Line No.	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Case Pack and Unit Size	Bid Unit	2012-2013 Unit Bid Price	Proposed 2013-2014 Unit Bid Price
25.	Cheetos, Flamin Hot	Frito Lay			104 units per case @ 1 oz per unit	Case	\$24.65	\$25.65
26.	Doritos, Baked Nacho Bag	Frito Lay			72 units per case @ 1.375 oz per unit	Case	\$17.10	\$17.75
					88 units per case @ 1.375 oz per unit	Case	\$20.90	\$21.71
27.	Doritos, Reduced Fat Bag	Frito Lay			72 units per case @ 1.5 oz per unit	Case	\$17.10	\$17.75
28.	Doritos, Reduced Fat, Cool Ranch Bag	Frito Lay			72 units per case @ 1.0 oz per unit	Case	\$17.10	\$17.75
29.	Doritos, Reduced Fat Sweet Chili Bag	Frito Lay			72 units per case @ 1.0 oz per unit	Case	\$17.10	\$17.75
30.	Lays, Baked BBQ Bag	Frito Lay			64 units per case @ 1.125 oz per unit	Case	\$24.89	\$25.89
31.	Lays, Baked Regular Bag	Frito Lay			64 units per case @ 1.125 oz per unit	Case	\$24.89	\$25.89
32.	Lays, Baked South Western Bag	Frito Lay			64 units per case @ 1.125 oz per unit	Case	\$24.89	\$25.89
33.	Ruffles, Baked Cheddar Sour Cream Bag	Frito lay			64 units per case @ 1.125 oz per unit	Case	\$24.89	\$25.89
34.	Munchies, Hot Mix Bag	Frito Lay			64 units per case @ 2.0 oz per unit	Case	\$24.89	\$25.89

CAPISTRANO UNIFIED SCHOOL DISTRICT
SNACK AND BEVERAGE PRODUCTS
BID NO. 1011-13

PROPOSED 2013-2014 UNIT BID PRICING

Line No.	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Case Pack and Unit Size	Bid Unit	2012-2013 Unit Bid Price	Proposed 2013-2014 Unit Bid Price
35.	Munchies, Flamin Hot Mix Bag	Frito Lay			104 units per case @ 1 oz per unit	Case	discontinued	DISCONTINUED
36.	Quaker Baked Ultimate Cheddar Bag	Frito Lay			64 units per case @ 1.75 oz per unit	Case	\$24.89	\$25.89
37.	Pretzel, Rolled Gold Bag	Frito lay			64 units per case @ 2 oz per unit	Case	\$24.89	\$25.89
38.	Pretzel, Tiny Twist Bag	Frito Lay			88 units per case @ 1 oz per unit	Case	\$24.65	\$21.71
39.	Pretzel, Buttery Bag	Snak Club			200 units per case @ .75 oz per unit	Case	no bid	No Bid
			Snyders		88 units per case @ .9 oz per case	Case	discontinued	\$16.22
40.	Fantastix, Chili Cheese Bag	Frito Lay			104 units per case @ 1 oz per unit	Case	\$24.65	\$25.65
41.	Tostitos Scoop, Bakes Bag	Frito Lay			72 units per case @ .875 oz per unit	Case	\$17.10	\$17.75
42.	Fritos, Corn Chips Bag	Frito Lay			120 units per case @ .75 oz per unit	Case	\$14.94	\$15.72
43.	Popcorn, Kettlecorn Bag	Jonny Rapp's			90 units per case @ 1 oz per unit	Case	discontinued	DISCONTINUED
44.	Popcorn, Kettlecorn Bag	Indiana			48 units per case @ 1 oz per unit	Case	\$16.68	\$16.68
45.	Popcorn, Low Fat Fresh Bag	Cal Snack			24 units per case @ 1.25 oz per unit	Case	\$5.36	\$6.22
46.	Popcorn, Sweet & Tangy BBQ Kettlecorn Bag	Indiana			48 units per case @ 1 oz per unit	Case	\$16.68	\$16.68

CAPISTRANO UNIFIED SCHOOL DISTRICT
SNACK AND BEVERAGE PRODUCTS

BID NO. 1011-13

PROPOSED 2013-2014 UNIT BID PRICING

Line No.	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Case Pack and Unit Size	Bid Unit	2012-2013 Unit Bid Price	Proposed 2013-2014 Unit Bid Price
47.	Chicharinas, Chili Lime Bag	Rudolphs			40 units per case @ 1 oz per unit	Case	<i>no bid</i>	No Bid
48.	Lava Bites, Whole Grain Bag	MJM			60 units per case @ 1.5 oz per unit	Case	\$20.65	\$ 21.65
49.	V8V.Fusion 100% Juice Can Flavor: Pomgranate	Campbell			24 units per case @ 8.0 oz per unit	Case	\$14.46	\$ 15.12
50.	V8V.Fusion 100% Juice Can Flavor: Pomgranate	Campbell			24 units per case @ 8.0 oz per unit	Case	\$14.46	\$ 15.12
51.	V8 100% Vegetable Juice Can	Campbell			24 units per case @ 11.5 oz	Case	\$11.92	\$ 12.85
					48 units per case @ 5.5 oz		\$23.98	\$ 23.98

AMENDMENT TO AGREEMENT
BID NO. 1011-14 GROCERY PRODUCTS
BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
A & R WHOLESALE DISTRIBUTORS, INC.

Agreement for Bid No. 1011-14 called for grocery products to be provided at the pricing shown in the agreement.

The "not to exceed" amount on Agreement for Bid No. 1011-14 shall be increased to \$140,000 annually for additional grocery items as requested by the District.

Except as set forth in this Amendment to Agreement, and Board approved on May 9, 2011, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: _____
Signature

Terry Fluent
Print Name

Director, Purchasing
Title

Date: _____

CONTRACTOR

A & R Wholesale Distributors, Inc.

By: _____
Signature

Print Name

Title

Date: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

IV. BID FORM AND AGREEMENT

- A. Pursuant to the DISTRICT'S "Notice To Bidders - Invitation For Bids" and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete contract, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform within the time stipulated in the contract and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner in connection with the following:

Grocery Products

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
1.		Base, Vegetable Low Sodium	Med Diet			10 cases	6 units per case @ 16.0 oz per unit	Case	NO BID
2.		Barbecue Sauce	PPI AMERICA		7267810	378 cases	200 units per case @ 12 grams per unit	Case	4.42
* 3.	04352	Beans, Black, #10 can	Teasdale			65 cases	6 units per case @ #10 can per unit	Case	18.22
* 4.		Beans, Green, Low Sodium #10 can	Any	CALIFORNIA HEALTHY HARVEST (CHH)	38180	54 cases	6 units per case @ #10 can per unit	Case	20.29

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
5.		Beans, Refried Vegetarian Dehydrated	Casa Solano	Cook Sunk	82010	240 cases	6 units per case @ 30 oz per unit	Case	18 ⁷⁴
* 6.	74161	Buffalo Wing Sauce	Frank's			4 cases	4 units per case @ 1 gal per unit	Case	41 ⁸⁸
7.	19437	Cereal Bar, Cinnamon Toast Crunch	General Mills			761 cases	96 units per case @ 1.4 oz per unit	Case	27 ⁴⁸
8.	42395	Cereal Bar, Trix	General Mills			83 cases	96 units per case @ 1.4 oz per unit	Case	27 ⁴⁸
9.	40478	Cereal Bar, Fruity Cheerios	General Mills			55 cases	96 units per case @ 1.4 oz per unit	Case	27 ⁴⁸
* 10.	48399	Cereal Bar, Cocoa Kripies Choc.	Kellogg's			250 cases	96 units per case @ 1.27 oz per unit	Case	23 ⁵³
* 11.	48396	Cereal Bar, Rice Krispy Apple	Kelloggs			260 cases	96 units per case @ 1.27 oz per unit	Case	23 ⁵³
* 12.	041902	Cereal, Cheerios Bowl Pack	General Mills			170 cases	96 units per case @ 1.4 oz per unit	Case	22 ¹⁶
13.		Cereal, Tasty O's Bowl Pack	Malt O Meal			170 cases	96 units per case @ 1.38 oz per unit	Case	NO BID

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
* 14.	45861	Cereal, Frosted Mini Wheat Bites Choc Bowl Pack	Kellogg's			275 cases	96 units per case @ 28 grams per unit	Case	20 ⁹³
* 15.	TBD	Cereal, Honey Nut Bulk Pack	General Mills			10 cases	4 units per case @ 39 oz per unit	Case	36 ⁹⁶
16.		Chili Con Carne	Any			5 cases	6 units per case @ #10 can per unit	Case	NO BID
* 17.	51070	Cracker, Belly Bear Whole Grain Choc	J & J			236 cases	200 units per case @ 28 grams per unit	Case	26 ²⁵
* 18.	086182	Cracker, Gold Fish	Pepper ridge Farm			2,401 cases	300 units per case @ .75 oz per unit	Case	38 ⁹⁹
* 19.	18105	Cracker, Gold Fish, Cheddar Whole Grain	Pepper ridge Farm			50 cases	300 units per case @ .75 oz per unit	Case	42 ⁸⁹
20.	081008	Cracker, Graham Honey Rite	Keebler 38406			150 cases	200 units per case packed 2 ea per pack	Case	12 ⁶³
* 21.	39085	Cracker, Jungle Whole Grain	J & J			288 cases	200 units per case @ 9 oz. per unit	Case	19 ⁸⁵
22.	16999	Cracker, Animal Baked Physedibles, Vanilla	Pepper ridge Farm			750 cases	300 units per case @ .9 oz per unit	Case	38 ⁰⁹

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
23.	080507	Cracker, Saltine	Keebler 1008			49 cases	500 units per case packed 2 ea per pack	Case	842
24.		Croutons, Individual wrapped bags	Any	MARZETTI	140015	46 cases	250 units per case @ .25 oz per unit	Case	1672
25.		Croutons, Whole Grain Individual wrapped bags	Any			46 cases	250 units per case @ .25 oz per unit	Case	NO BID
26.		Dressing, Chipotle Ranch	Ken's			14 cases	4 units per case @ 1 gal per unit	Case	NO BID
* 27.	00892	Dressing, Ranch Buttermilk	Ken's	RICH IN ALL		14 cases	4 units per case @ 1 gal per unit	Case	2942
28.		Dressing, Dijon Wasabi Ginger Vinaigrette	Ken's			12 cases	4 units per case @ 1 gal per unit	Case	NO BID
29.		Dressing, Ranch Fat Free	Kraft			275 cases	200 units per case @ 7/16 oz per unit	Case	NO BID
* 30.	82000	Dressing, Creamy Caesar	Marzetti			175 cases	60 units per case @ 1.5 oz per unit	Case	1114
31.	82553	Dressing, Raspberry Fat Free Vinaigrette	Marzetti			41 cases	60 units per case @ 1.5 oz per unit	Case	974

A&R WHOLESALE DISTRIBUTORS INC

Grocery Products
Bid No. 1011-14

Company Name _____

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
32.	81975	Dressing, Italian Fat Free	Marzetti			4 cases	60 units per case @ 1.5 oz per unit	Case	7 ⁹⁹
				TP 600MET 100/1.5 oz	001984				11 ¹⁹
* 33.	81992	Dressing, Ranch Lite	Marzetti			214 cases	60 units per case @ 1.5 oz per unit	Case	10 ⁷²
34.	81290	Dressing, Asian Sesame	Marzetti			22 cases	60 units per case @ 1.5 oz per unit	Case	11 ⁷⁷
35.		Fruit, Canned Applesauce	Any			48 cases	6 units per case @ #10 can per unit	Case	23 ¹⁴
				INDEPENDENT	043499				
* 36.		Fruit, Canned Apricot Halves	Any			50 cases	6 units per case @ #10 can per unit	Case	21 ⁹⁷
				CHH	041275				
37.		Fruit, Canned Mandarin Oranges	Any			3 cases	6 units per case @ #10 can per unit	Case	29 ⁸⁹
				JACKPOT	041289				
38.		Fruit, Canned Mixed	Any			25 cases	6 units per case @ #10 can per unit	Case	28 ²⁸
				CHH	30455				
* 39.		Fruit Canned Peaches Sliced	Any			50 cases	6 units per case @ #10 can per unit	Case	22 ⁸⁸
				CHH	041271				

Bid Form and Agreement
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A&R WHOLESALE DISTRIBUTORS INC

Grocery Products
Bid No. 1011-14

Company Name _____

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
* 40.		Fruit Canned Pears Sliced	Any	CHH	041222	50 cases	6 units per case @ #10 can per unit	Case	22 ³²
* 41.		Fruit Canned Pineapple Chunks	Any	JACKPOT	041909	116 cases	6 units per case @ #10 can per unit	Case	26 ⁶⁹
* 42.		Jalapenos	Any	DEL SOL	08395	15 cases	6 units per case @ #10 can per unit	Case	17 ⁷²
43.		Jelly, Grape	Any			172 cases	6 units per case @ #10 can per unit	Case	NO BID
44.		Mayonnaise Lite	Any	EARTH BANNER	001040	24 cases	4 units per case @ 1 gal per unit	Case	22 ⁴⁴
* 45.		Mayonnaise Lite	Best Foods	PPI AMERICANA	762180	246 cases	200 units per case @ 12 grams per unit	Case	* 6 ⁸²
46.	7605390	Mustard	Americana			132 cases	500 units per case @ 5.5 grams per unit	Case	51 ²

Bid Form and Agreement
Page 20

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
47.		Olives, Sliced Black	Any	JACKPOT	040919	6 cases	6 units per case @ #10 can per unit	Case	32 ²²
48.		Pan Coating Aerosol	Any	PRIDE	TBD	6 cases	6 units per case @ 22 oz per unit	Case	22 ⁴⁴
* 49.		Pasta, Penne Whole Grain	Any	BARILLA	003771	133 cases	1 unit per case @ 20 lbs	Case	18 ⁹⁸
* 50.		Pasta, Spaghetti Whole Grain	Any	BARILLA	003769	50 cases	1 unit per case @ 20 lbs	Case	18 ⁹⁸
51.		Pickle Chips, Dill	Any	HOMADE	041800	13 cases	4 units per case @ 1 gal per unit	Case	13 ⁷⁵
52.		Pickle Spears, Dill	Any	HOMADE	370500	2 cases	6 units per case @ #10 can per unit 5 GAL	Case	20 ¹⁶
* 53.		Pickle Spears, Dill	Any	HOMADE	370500	2 cases	1 unit per case @ 5 gallons	Case	20 ¹⁶
* 54.	081609	Pop Tart, Strawberry, Single	Kelloggs			509 cases	80 units per case @ 1.83 oz per unit	Case	21 ⁸⁵
55.	081608	Pop Tart, Blueberry, Single	Kelloggs			78 cases	80 units per case @ 1.83 oz per unit	Case	21 ⁸⁵

A&R WHOLESALE DISTRIBUTORS INC

Grocery Products
Bid No. 1011-14

Company Name _____

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
56.	08584	Pop Tart, Brown Sugar	Kelloggs			707 cases	80 units per case @ 1.76 oz per unit	Case	21 ⁸⁵
57.		Raisins, Box	Any	AZAR	25510	119 cases	144 units per case @ 1.33 oz per unit	Case	29 ²⁴
58.		Relish, Sweet	Any	PPI AMERICAN	7639520	8 cases	200 units per case @ 9 grams per unit	Case	5 ²⁴
59.		Relish, Sweet	Any	HOMADE	040202	2 cases	4 units per case @ 1 gal per unit	Case	19 ³⁴
* 60.		Rice, Long Grain Par Boiled	Any	PEAK	042002	87 cases	1 unit per case @ 25 lb Bag	Case	12 ¹¹
* 61.		Rice, Brown Whole Grain	Any	PEAK	20147	450 cases	1 unit per case @ 1 25 lb Bag	Case	12 ¹¹
62.	041579	Salsa - Verde	Embasa Verde			15 cases	6 units per case @ #10 can per unit	Case	36 ⁸⁹
63.	13512	Soup, Mega Noodle	Campbells			50 cases	12 units per case @ 50 oz per unit	Case	37 ⁷²

Bid Form and Agreement
Page 22

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
64.		Soy Sauce	Any	SOMA HOLLER	47436	54 cases	500 units per case @ 9 grams per unit	Case	9.11
65.		Spice, Basil Ground	Any	PACIFIC SPICE	12052J	4 jars	1 jar @ 24 oz 12 oz	Jar	3.24
66.		Spice, Chili Powder	Any		12053J	2 jars	1 jar @ 5 lbs	Jar	17.16
67.		Spice, Cumin Ground	Any		12031J	2 jars	1 jar @ 5 lbs	Jar	18.82
68.		Spice, Garlic Powder	Any		12040J	24 jars	1 jar @ 5 lbs	Jar	18.82
* 69.		Spice, Onion Dehydrated	Any		12054	3 tubs	1 tub @ 15 lbs	Tub	34.24
70.		Spice, Pepper Ground	Any		12043J	1 jar	1 jar @ 5 lbs	Jar	25.28
* 71.		Spice, Salt Granulated	Any		08399	3 bags	1 bag @ 25 lbs	Bag	4.32
* 72.		Spice, Sesame Seed	Any	✓	12091J	38 jars	1 jar @ 12 oz 21 oz	Jar	3.62
73.		Sugar, Granulated	Any	C4H	225263	1 bag	1 bag @ 25 lbs	Bag	20.22
* 74.		Sugar Packets	Any	C4H	688383	2 cases	2,000 units per case @ 2.8 oz per unit	Case	12.92
75.		Sugar, Brown	Any	C4H	420283	534 bags	1 bag @ 50 lbs	Bag	39.42

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
76.		Sugar, Sweet n Low Packets	Any	SWEET + LOW	06052	2 cases	1,500 units per case @ 1 gram per unit	Case	14 ²²
77.		Syrup, Maple	Any	PPI AMERICANA	7613970	534 cases	100 units per case @ 1.5 oz per unit	Case	6 ³¹
78.		Taco Sauce	Any	PPI AMERICANA	7641580	367 cases	500 units per case @ 9 grams per unit	Case	8 ⁷⁹
* 79.	00193	Hot Sauce	La Tapatio			155 cases	500 units per case @ 7 grams per unit	Case	19 ⁹²
80.		Taco Shells, 5" Corn Baked	Any			395 cases	200 units per case @ 5 inches per unit	Case	NO BID
81.		Tartar Sauce	Any	PPI AMERICANA	7643570	5 cases	200 units per case @ 9 grams per unit	Case	6 ⁴⁶
82.		Tortilla Chips, Whole Grain Stone Ground Corn Strips Thin (salad toppings)	La Tapatia	SUGAR FOODS	55651	12 bags	1 bag @ 12 lbs 10/LB	Bag	27 ⁹²

- B. It is understood that the DISTRICT reserves the right to reject this bid and this bid shall remain open and not be withdrawn for the period specified in the Notice To Bidders - Invitation For Bids.

Grocery Products
 Bid No. 1011-14

Company Name _____

- C. Bidder agrees to complete delivery within 14 days after receipt of order.
- D. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Business & Professions Code §16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the DISTRICT pursuant to this bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment.
- E. If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of CALIFORNIA and that RUSSEL ERWIN whose title is KEY ACCOUNT MANAGER authorized to act for and bind the corporation.
- F. It is understood and agreed that if, requested by the DISTRICT, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.
- G. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.
- H. Indicate below if the undersigned will allow other public agencies in the State of California to purchase equipment and supplies under the same terms and conditions:
- ✓ Yes, other public agencies may purchase from this Bid.
 ___ No, other public agencies may not purchase from this Bid.
- I. The undersigned will grant the DISTRICT the option to extend any contract awarded hereunder for a period of one or two years from date of expiration, under the same prices, terms, conditions, etc., contained herein. Options granted will not be considered as a factor in awarding a contract. Bidder should note any exceptions.
- Extension option for one year: ✓ option granted ___ option not granted
MUTUALLY AGREED EXTENSION
 Extension option for a second year: ✓ option granted ___ option not granted
MUTUALLY AGREED EXTENSION
- J. The Bidder attests to having read and understands all documents contained and referenced in this bid.

K. I, Russell Erwin the **KEY ACCOUNT MANAGER** (title)
of the Bidder hereby certify under penalty of perjury under the laws of the State of
California that all the information submitted by the Bidder in connection with this bid and
all the representations herein made are true and correct.

COMPANY

Name: _____

Signed by: _____

Date: _____

Business Address: _____

PARTNERSHIP

Name: _____

Signed by: _____ Partner

Date: _____

Business Address: _____

Other Partners: _____

CORPORATION

Name: A&R WHOLESALE DISTRIBUTORS INC

(a CALIFORNIA Corporation*)

Business Address: A&R WHOLESALE DISTRIBUTORS INC
5375 E. Hunter Ave
Anaheim, CA 92807

Signed by: _____, President**,
RUSSELL ERWIN

Dated: 4-11-11

*A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and Bonds is duly authorized to do so.

** Or local official empowered to bind the Corporation.

JOINT VENTURE

Name: _____

Signed by: _____, Joint Venturer

Date: _____

Business Address: _____

Other Parties to Joint Venture:

If an individual: _____

(Signed)

Doing Business as: _____;

If a Partnership: _____

Signed by: _____, Partner

If a Corporation: _____

(a _____ Corporation)

By: _____ Date: _____

Title: _____

AGREEMENT ACCEPTED BY DISTRICT

* Vendor awarded items
with an astrisk*

Signed by: Terry Fluett

Print Name: Terry Fluett

Title: Director, Purchasing

Date: 5/24/11

term of this base contract is for one year beginning May 13, 2011 through May 12, 2012
and two (2) one-year renewal terms at the option of the Board of Trustees.

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

A & R WHOLESALE DISTRIBUTORS, INC.

Bid No. 1011-14 – Grocery Products called for an original 12-month contract period of May 13, 2011 through May 12, 2012, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 months as allowed by the California Education Code 17596.


The contract with A & R Wholesale Distributors, Inc. pursuant to Bid No. 1011-14, shall be extended for the period May 13, 2012 through May 12, 2013, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 14, 2012.

The total cost of products requested by District and provided by Vendor under this extension shall not exceed \$27,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on May 9, 2011, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: 
Signature

Terry Fluent

Director, Purchasing

Date: 5/24/12

CONTRACTOR

A & R Wholesale Distributors, Inc.

By: 
Signature

Rossen Erwin
Print Name
KEY ACCOUNT MANAGER

Title

Date: 5-22-12

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14
BID SUMMARY

Line No.	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	A & R Wholesale Dist. Inc.	Proposed 2012-2013 Bid Unit Pricing
3.	Beans, Black, #10 can	Teasdale			65 cases	6 units per case @ #10 can per unit	Case	\$18.22	\$ 21.55
			Cal Girl						
4.	Beans, Green, Low Sodium #10 can	Any			54 cases	6 units per case @ #10 can per unit	Case	\$20.29	\$ 25.85
6.	Buffalo Wing Sauce	Frank's			4 cases	4 units per case @ 1 gal per unit	Case	\$41.88	\$ 41.88
10.	Cereal Bar, Cocoa Kripies Choc.	Kellogg's			250 cases	96 units per case @ 1.27 oz per unit	Case	\$23.53	\$ 24.04
11.	Cereal Bar, Rice Krispy Apple	Kelloggs			260 cases	96 units per case @ 1.27 oz per unit	Case	\$23.53	\$ 24.04
12.	Cereal Cheerios Bowl Pack	General Mills			170 cases	96 units per case @ 1.4 oz per unit	Case	\$22.16	\$ 23.08
14.	Cereal, Frosted Mini Wheat Bites Choc Bowl Pack	Kellogg's			275 cases	96 units per case @ 28 grams per unit	Case	\$20.93	\$ 21.65
15.	Cereal, Honey Nut Bulk Pack	General Mills			10 cases	4 units per case @ 39 oz per unit	Case	\$36.96	\$ 36.96
17.	Cracker, Belly Bear Whole Grain Choc	J & J			236 cases	200 units per case @ 28 grams per	Case	\$26.25	\$ 22.92
18.	Cracker, Gold Fish	Pepper ridge Farm			2,401 cases	300 units per case @ .75 oz per unit	Case	\$38.99	\$ 43.60
19.	Cracker, Gold Fish, Cheddar Whole Grain	Pepper ridge Farm			50 cases	300 units per case @ .75 oz per unit	Case	\$42.89	\$ 46.90
21.	Cracker, Jungle Whole Grain	J & J			288 cases	200 units per case @ 9 oz. per unit	Case	\$19.85	\$ 22.92
27.	Dressing, Ranch Buttermilk	Ken's			14 cases	4 units per case @ 1 gal per unit	Case		\$ 24.42
			*Rich in All					*\$29.42	
30.	Dressing, Creamy Caesar	Marzetti			175 cases	60 units per case @ 1.5 oz per unit	Case	\$11.14	\$ 12.15
33.	Dressing, Ranch Lite	Marzetti			214 cases	60 units per case @ 1.5 oz per unit	Case	\$10.72	\$ 11.77

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14
BID SUMMARY

Line No.	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	A & R Wholesale Dist. Inc.	Proposed 2012-2013 Bid Unit Pricing
36.	Fruit, Canned Apricot Halves	Any	Kraft	3716594	50 cases	6 units per case @ #10 can per unit	Case	\$21.97	\$ 31.30
39.	Fruit Canned Peaches Sliced	Any			50 cases	6 units per case @ #10 can per unit	Case	\$22.88	\$ 25.98
40.	Fruit Canned Pears Sliced	Any			50 cases	6 units per case @ #10 can per unit	Case	\$22.32	\$ 26.55
41.	Fruit Canned Pineapple Chunks	Any			116 cases	6 units per case @ #10 can per unit	Case	\$26.69	\$ 26.69
42.	Jalapenos	Any			15 cases	6 units per case @ #10 can per unit	Case	\$17.72	\$ 18.85
45.	Mayonnaise Lite	Best Foods	Best Foods *PPI Americana (A & R and Gold Star)		246 cases	200 units per case @ 7/16 oz per unit = 12 grams per spec 200 units per case @ 12 grams per unit	Case	*\$6.82	\$ 7.22
49.	Pasta, Penne Whole Grain	Any			133 cases	1 unit per case @ 20 lbs	Case	\$18.98	\$ 18.98
50.	Pasta, Spaghetti Whole Grain	Any			50 cases	1 unit per case @ 20 lbs	Case	\$18.98	\$ 18.98
53.	Pickle Spears, Dill	Any			2 cases	1 unit per case @ 5 gallons	Case	\$20.16	\$ 20.16
54.	Pop Tart, Strawberry, Single	Kelloggs			509 cases	80 units per case @ 1.83 oz per unit	Case	\$21.85	\$ 21.55
60.	Rice, Long Grain Par Boiled	Any			87 cases	1 unit per case @ 25 lb Bag	Case	\$12.11	\$ 12.11
61.	Rice, Brown Whole Grain	Any			450 cases	1 unit per case @ 1 25 lb Bag	Case	\$12.11	\$ 12.11
71.	Spice, Salt Granulated	Any			3 bags	1 bag @ 25 lbs	Bag	\$4.32	\$ 4.32
72.	Spice, Sesame Seed	Any			38 jars	1 jar @ 12 oz	Jar	\$3.62	\$ 3.92

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14
BID SUMMARY

Line No.	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	A & R Wholesale Dist. Inc.	Proposed 2012-2013 Bid Unit Pricing
74.	Sugar Packets	Any			2 cases	2,000 units per case @ 2.8 oz per unit	Case	\$12.92	\$12.92
79.	Hot Sauce	La Tapatio			155 cases	500 units per case @ 7 grams per unit	Case	\$19.92	\$20.41

March 21, 2012

Russell Irwin, Key Account Manager
A & R Wholesale Distributors, Inc.
5375 E. Hunter Ave.
Anaheim, CA. 92807

Subject: Bid No. 1011-14 -Grocery Products

Dear Mr. Irwin:

Your current contract for grocery products for the Capistrano Unified School District, as referenced above, will expire on May 12, 2012.

Newly elected Superintendent of Public Instruction Tom Torlakson has announced the state's public education system is in a state of "financial emergency". As a result of this emergency and the impact on the students of Capistrano Unified School District, you are being asked to submit reduced costs for the renewal period May 13, 2012 through May 12, 2013. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by April 2, 2012.**

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9505.

Sincerely,

Debbie Henningsen

Debbie Henningsen
Buyer, Purchasing

enc.

3/22 Faxed 626-330-0053

3/22 E-mailed

3/22 Mailed Handcopy

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

AMENDMENT TO AGREEMENT

BID NO. 1011-14 GROCERY PRODUCTS

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

A & R WHOLESALE DISTRIBUTORS, INC.

Agreement for Bid No. 1011-14 called for grocery products to be provided at the pricing shown in the agreement.

The "not to exceed" amount on Agreement for Bid No. 1011-14 shall be increased to \$77,000 annually for additional grocery items as requested by the District.


Except as set forth in this Amendment to Agreement, and Board approved on May 9, 2011, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

A & R Wholesale Distributors, Inc.

By: 
Signature

By: 
Signature

Terry Fluent
Print Name

SANG KIM
Print Name

Director, Purchasing
Title

BID COORDINATOR
Title

Date: 5/2/13

Date: 3/11/13

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

A & R WHOLESALE, INC..

Bid No. 1011-14 – Grocery Products called for an original 12-month contract period of May 13, 2011 through May 12, 2012, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 months as allowed by the California Education Code 17596.

The contract with A & R Wholesale, Inc. pursuant to Bid No. 1011-13, shall be extended for the period May 13, 2013 through May 12, 2014, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on April 24, 2013.

The “not to exceed” amount on Agreement for Bid No. 1011-13 shall be increased to \$100,000 annually for additional snack and beverage products as requested by the District.

Except as set forth in this Extension Agreement, and Board approved on May 9, 2011, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: Terry Fluent
Signature

Terry Fluent

Director, Purchasing

Date: 5/10/13

CONTRACTOR

A & R Wholesale, Inc.

By: SAV KIM
Signature

SAV KIM
Print Name

BID COORDINATOR
Title

Date: 5-7-13

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14.

PROPOSED 2013 - 2014 UNIT BID PRICING

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Case Pack and Unit Size	Bid Unit	A & R Wholesale 2012-2013 Bid Unit Pricing	A & R Wholesale Proposed 2013-2014 Bid Unit Pricing
3	43452	Beans, Black, #10 can	Teasdale			6 units per case @ #10 can per unit	Case	\$21.55	N/A
4	38180	Beans, Green, Low Sodium #10 can	Any	CA GIRL		6 units per case @ #10 can per unit	Case	\$25.85	\$ 21.18
6	74161	Buffalo Wing Sauce	Frank's			4 units per case @ 1 gal per unit	Case	\$41.88	\$ 43.74
10	11922	Cereal Bar, Cocoa Kripies Choc.	Kellogg's			96 units per case @ 1.27 oz per unit	Case	\$24.04	\$ 24.72
11	48396	Cereal Bar, Rice Krispy Apple	Kelloggs			96 units per case @ 1.25 oz per unit	Case	\$24.04	\$ 24.72
12	11922	Cereal Cheerios Multi Grain Bowl	General Mills			96 units per case @ 1. oz per unit	Case	\$23.08	\$ 23.65
14	45861	Cereal, Frosted Mini Wheat Bites Choc Bowl Pack	Kellogg's			96 units per case @ 1 oz per unit	Case	\$21.65	\$ 22.88
15	11988	Cereal, Honey Nut Bulk Pack	General Mills			4 units per case @ 39 oz per unit	Case	\$36.96	\$ 39.95
17	51070	Cracker, Belly Bear Whole Grain Choc	J & J			200 units per case @ 28 grams per unit	Case	\$22.92	\$ 22.92
18	86182	Cracker, Gold Fish	Pepper ridge Farm			300 units per case @ .75 oz per unit	Case	\$43.60	\$ 44.60
19	18105	Cracker, Gold Fish, Cheddar Whole Grain	Pepper-ridge Farm			300 units per case @ .75 oz per unit	Case	\$46.90	\$ 47.90
21	39085	Cracker, Jungle Whole Grain	J & J			200 units per case @ 9 oz. per unit	Case	\$22.92	\$ 22.92
25		Croutons, Whole Grain Ind. Wrapped						NO BID	N/B

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14

PROPOSED 2013 - 2014 UNIT BID PRICING

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Case Pack and Unit Size	Bid Unit	A & R Wholesale 2012-2013 Bid Unit Pricing	A & R Wholesale Proposed 2013-2014 Bid Unit Pricing
27	892	Dressing, Ranch Buttermilk				4 units per case @ 1 gal per unit	Case	\$29.42	\$ 30.62
30	82000	Dressing, Creamy Caesar	Marzetti			60 units per case @ 1.5 oz per unit	Case	\$12.15	\$ 12.42
33	81978	Dressing, Ranch Lite	Marzetti			60 units per case @ 1.5 oz per unit	Case	\$11.77	\$ 11.99
36	41275	Fruit, Canned Apricot Halves	Any			6 units per case @ #10 can per unit	Case	\$31.30	\$ 31.30
39	41271	Fruit Canned Peaches Sliced	Any	CA GIRL OR JACKPOT		6 units per case @ #10 can per unit	Case	\$25.98	\$ 28.42
	41222	Fruit Canned Pears Sliced	Any	CA GIRL OR JACKPOT		6 units per case @ #10 can per unit	Case	\$26.55	\$ 24.22
41	41909	Fruit Canned Pineapple Chunks	Any			6 units per case @ #10 can per unit	Case	\$26.69	\$ 26.69
42	8395	Jalapenos	Any			6 units per case @ #10 can per unit	Case	\$18.88	\$ 18.88
45	7621810	Mayonnaise Lite		PPI		200 units per case @ 12 grams per		\$7.22	\$ 7.42
49	3771	Pasta, Penne Whole Grain	Any			1 unit per case @ 20 lbs	Case	\$18.98	\$ 18.98
50	3769	Pasta, Spaghetti Whole Grain	Any			1 unit per case @ 20 lbs	Case	\$18.98	\$ 18.98
53	370500	Pickle Spears, Dill	Any			1 unit per case @ 5 gallons	Case	\$20.16	\$ 20.16
54	81609	Pop Tart, Strawberry, Single	Kelloggs			80 units per case @ 1.83 oz per unit	Case	\$21.85	\$ 22.98
60	42002	Rice, Long Grain Par Boiled	Any			1 unit per case @ 25 lb Bag	Case	\$12.11	\$ 12.98

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14
PROPOSED 2013 - 2014 UNIT BID PRICING

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Case Pack and Unit Size	Bid Unit	A & R Wholesale 2012-2013 Bid Unit Pricing	A & R Wholesale Proposed 2013-2014 Bid Unit Pricing
61	20147	Rice, Brown Whole Grain	Any			1 unit per case @ 1 25 lb Bag	Case	\$12.11	\$ 14.41
69	12054	Spice, Onion Dehydrated	Any	Pacific Spice		5 lb	Tub	\$36.52	\$ 37.32
71	8399	Spice, Salt Granulated	Any			1 bag @ 25 lbs	Bag	\$4.32	\$ 4.32
72		Spice, Sesame Seed	Any			1 jar @ 12 oz	Jar	\$3.92	\$ 4.72
74		Sugar Packets	Any			2,000 units per case @ 2.8 oz per unit	Case	\$12.92	\$ 12.92
79		Hot Sauce	La Tapatio			500 units per case @ 7 grams per unit	Case	\$20.19	\$ 20.98

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14

PROPOSED 2013 - 2014 UNIT BID PRICING

Line No.	Product Code	Product Description	Brand Name	Alternate Brand	Alternate Brand Price	Case Pack and Unit Size	Unit	Campus Price 2013-2014 B.O.M. Pricing	NOW A&R Bid 2013-2014 Proposed Bid Unit Pricing
19	1100	Chili Con Carne	Any			6 units per case @ #10 can per unit	Case	\$58.80	57.56
20	1101	Chili Con Carne Beefed	Pepper			60 units per case @ 9 oz per unit	Case	\$42.50	45.24
21	1102	Dressing, Chipotle Ranch	Ken			4 units per case @ 1 gal per unit	Case	\$46.32	48.18
22	1103	Dressing, Raspberry Vinaigrette	Marzetti			60 units per case @ 1.5 oz per unit	Case	\$19.06	10.19
23	1104	Dressing, Raspberry Vinaigrette	Marzetti			60 units per case @ 1.5 oz per unit	Case	\$19.06	8.58
24	1105	Dressing, Asian Sesame	Marzetti			60 units per case @ 1.5 oz per unit	Case	\$12.47	12.47
25	6000	Fruit, Canned Apple Slices	Any			6 units per case @ #10 can per unit	Case	\$27.00	22.96
26	6001	Fruit, Canned Mandarin	Any			6 units per case @ #10 can per unit	Case	\$27.44	27.44
27	6002	Fruit, Canned Mixed	Any			6 units per case @ #10 can per unit	Case	\$27.94	27.94
28	6003	Olives, Stuffed Black	Any			6 units per case @ #10 can per unit	Case	\$31.60	31.60
29	6004	Peanut Butter	Any			6 units per case @ 1 lb per unit	Case	\$19.05	19.05
30	6005	Peanut Butter	Any			6 units per case @ #10 can per unit	Case	\$20.70	NO BID (SK)
31	6006	Peanut Butter	Any			500 units per case @ 9 grams per unit	Case	\$9.18	NO BID (SK)
32	6007	Spice, Basil Ground	Any			1 jar @ 24 oz	Jar	\$2.65	3.22
33	6008	Spice, Pepper Ground	Any	Pepper		1 jar @ 5 lbs	Jar	\$33.66	33.66

CAPITOL AND UNITED SCHOOL DISTRICT

GROCERY PRODUCTS

BID NO. 1011-14

PROPOSED 2013 - 2014 UNIT BID PRICING

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Case Pack and Unit Size	Bid Unit	Campus Food	Campus Food
								2012-2013 Bid Unit Pricing	2013-2014 Proposed Bid Unit Pricing
71	501	Yogurt, Unflavored	Any			1 bag @ 25 lb	Bag	\$18.55	15.24
72	5190	Flour, All Purpose, Whole Grain, Stone Ground, Corn Starch Thin	Any			1 bag @ 12 lb	Box	\$18.12	NO BID <i>SW</i>



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES

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GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

March 26, 2013

Sang Kim, Key Account Manager
A & R Wholesale, Inc.
5375 East Hunter Ave.
Anaheim, CA 92807

**Subject: Bid No. 1011-14 –Grocery Products
Pricing for Campus Foods, acquired by A & R Wholesale, Inc.
As of March 25, 2013.**

Hello Sang,

I received A & R's letter today regarding A & R Wholesale, Inc. acquiring Campus Foods. I've attached a copy of the letter for you. I will need the pricing from you for the items that Campus Foods was awarded on the Grocery Products Bid, Bid No. 1011-14 by 3:30, Wednesday, March 27, 2013. Your current contract for grocery products for the Capistrano Unified School District, as referenced above, will expire on May 12, 2013.

I am so sorry to give you such short notice, but I only learned of your company's acquisition very late yesterday afternoon. I'm now working on a deadline to get the pricing to the board for approval. Your current contract for grocery products for the Capistrano Unified School District, as referenced above, will expire on May 12, 2013.

Newly elected Superintendent of Public Instruction, Tom Torlakson, has announced the state's public education system is in a state of "financial emergency". As a result of this emergency and the impact on the students of Capistrano Unified School District, you are being asked to submit reduced costs for the renewal period May 13, 2013 through May 12, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend and your proposed pricing for 2013-2014 on the form provided must be received by March 27, 2013.**

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service. Your understanding and assistance in this matter is appreciated. If you have any questions, please contact me at (949) 234-9505.

Sincerely,


Debbie Henningsen, Buyer

SERVING THE COMMUNITIES OF:

ALISO VIEJO • COTO DE CAZA • DANA POINT
RANCHO SANTA MARGARITA

LA JOLLA • LAS FLORES • MISSION VIEJO
SAN JUAN CAPISTRANO



CAPISTRANO UNIFIED SCHOOL DISTRICT

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JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

April 25, 2013

A & R Wholesale Distributors, Inc.
Mr. Sang Kim, Bid Coordinator
1765 W. Penhall Way
Anaheim, CA 92801

Subject: Bid No. 1011-14- A & R Wholesale Distributors, Inc.

Dear Mr. Kim

At the Board meeting held on April 24, 2013, the Board of Trustees approved the extension of the above referenced bid for an additional 12-month period May 13, 2013 through May 12, 2014.

Enclosed are two original extension agreements between your company and Capistrano Unified School District. Please sign, date, and return both agreements for execution by the District. An original Agreement will then be returned to you for your files.

You are required to maintain current General & Automobile Liability and Worker's Compensation Insurance Certificates during the life of the contract, May 13, 2013 through May 12, 2014, and to file with the District certificates of such insurance.

Upon receipt of the signed Extension Agreements, we will issue Purchase Orders for services needed.

We look forward to our continued relationship. If you have any questions, please call me at (949) 234-9436.

Sincerely,

Terry Fluett
Director, Purchasing

TF:dh

enc.

c: Dawn Davey, Director, Food and Nutritional Services

Mailed 5/2/13

SERVING THE COMMUNITIES OF:

ALISO VIEJO • COTO DE CAZA • DANA P
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I CAPISTRANO



CAPISTRANO UNIFIED SCHOOL DISTRICT

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April 25, 2013

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Mr. Sang Kim, Bid Coordinator
1765 W. Penhall Way
Anaheim, CA 92801

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We look forward to our continued relationship. If you have any questions, please call me at (949) 234-9436.

Sincerely,

Terry Fluent
Director, Purchasing

TF:dh
enc.

c: Dawn Davey, Director, Food and Nutritional Services

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CAPISTRANO

**AMENDMENT TO AGREEMENT
BID NO. 1314-15 CO-CURRICULAR BUS SERVICE**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

FIRST STUDENT, INC.

The Agreement between Capistrano Unified School District and First Student, Inc., dated January 1, 2014, for co-curricular bus service shall be amended to include the following:

Exhibit A: Special Conditions

Except as set forth in this amendment, and Board approved on December 11, 2013, all other terms and conditions of the contract remain in full force and effect.

Capistrano Unified School District

First Student, Inc.

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

EXHIBIT 34

Exhibit A

SPECIAL CONDITIONS

Bid No. 1314-15

Co-Curricular Bus Service

First Student, Inc.

1. Section IX, Article L. HOLD HARMLESS: The Supplier will hold harmless and indemnify the DISTRICT, its officers, employees and agents from every claim or demand which may be made by reason of:
 1. Any injury to person or property sustained by the Supplier or by any person, firm or corporation, employed directly or indirectly by the Supplier upon or in connection with any act of neglect, default or omission of the performance under the contract, however caused, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of DISTRICT, its officers, agents or employees;
 2. Any injury to person or property sustained by any person, firm or corporation, caused by an act, neglect, default, or omission of the Supplier of any person, firm or corporation, directly or indirectly employed by the Supplier upon or in connection with the performance under the contract except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of DISTRICT, its officers, agents or employees; and
 3. Any liability that may arise from the furnishing or use of any copyrighted or uncopyrighted work, secret process, trademark or patented or unpatented product or process under this contract by Contractor except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of DISTRICT, its officers, agents or employees .
2. Section IX, Article O. DISPUTES: deletion of last sentence –
 1. In the event of a dispute between the parties as to performance of the work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, Supplier agrees to continue the work diligently to completion. ~~If the dispute is not resolved, Supplier agrees it will neither rescind the Contract nor stop the progress of the work, but Supplier's sole remedy shall be to submit such controversy to determination by a court of the State of California, in Orange County, having competent jurisdiction of the dispute, after the Project has been completed, and not before.~~

V. BID FORM AND AGREEMENT

A. Pursuant to the DISTRICT'S "Notice To Bidders - Invitation For Bids" and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete contract, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner in connection with the following:

NOTE: BIDS WILL NOT ONLY BE EVALUATED ON A 1, 2, 3, 4, AND 5 HOUR ONE WAY DROP.

Award for base bid will be determined by select line items representing typical District trip scenarios for evaluation; trip scenarios to be provided at bid opening.

Category #1. Provide School Buses:

Number of Contractor Buses Available	Bus Capacity	Maximum Number of Passengers Loaded Per Bus	Minimum 1 Hour	Plus - Rate Per Over Time
Will use 78 PAX	72	Will use 78 PAX	\$210.00	\$60.00
8	78	78/50	\$210.00	\$60.00
16	84	84/52	\$210.00	\$60.00
No Bid	90	No Bid	No Bid	No Bid

Number of Contractor Buses Available	Bus Capacity	Maximum Number of Passengers Loaded Per Bus	Minimum 2 Hours	Plus - Rate Per Over Time
Will use 78 PAX	72	Will use 78 PAX	\$210.00	\$60.00
8	78	78/50	\$210.00	\$60.00
16	84	84/52	\$210.00	\$60.00
No Bid	90	No Bid	No Bid	No Bid

Number of Contractor Buses Available	Bus Capacity	Maximum Number of Passengers Loaded Per Bus	Minimum 3 Hours	Plus - Rate Per Over Time
Will use 78 PAX	72	Will use 78 PAX	\$270.00	\$60.00
8	78	78/50	\$270.00	\$60.00
16	84	84/52	\$270.00	\$60.00
No Bid	90	No Bid	No Bid	No Bid

Category #1. Provide School Buses (continued):

	Number of Contractor Buses Available	Bus Capacity	Maximum Number of Passengers Loaded Per Bus	Minimum 4 Hours	Plus - Rate Per Over Time
13	Will use 78 PAX	72	Will use 78 PAX	\$330.00	\$60.00
14	8	78	78/50	\$330.00	\$60.00
15	16	84	84/52	\$330.00	\$60.00
16	No Bid	90	No Bid	No Bid	No Bid

	Number of Contractor Buses Available	Bus Capacity	Maximum Number of Passengers Loaded Per Bus	Minimum 5 Hours	Plus - Rate Per Over Time
17	Will use 78 PAX	72	Will use 78 PAX	\$390.00	\$60.00
18	8	78	78/50	\$390.00	\$60.00
19	16	84	84/52	\$390.00	\$60.00
20	No Bid	90	No Bid	No Bid	No Bid

Category #2. Provide SPAB approved recliners with restroom:

	Number of Contractor Buses Available	Bus Capacity	Maximum Number of Passengers Loaded Per Bus	Minimum 1 Hour	Plus - Rate Per Over Time
21	No Bid	37			
22	No Bid	47			
23	No Bid	53			

	Number of Contractor Buses Available	Bus Capacity	Maximum Number of Passengers Loaded Per Bus	Minimum 2 Hours	Plus - Rate Per Over Time
24	No Bid	37			
25	No Bid	47			
26	No Bid	53			

	Number of Contractor Buses Available	Bus Capacity	Maximum Number of Passengers Loaded Per Bus	Minimum 3 Hours	Plus - Rate Per Over Time
27	No Bid	37			
28	No Bid	47			
29	No Bid	53			

Category #2. Provide SPAB approved recliners with restroom (continued):

Number of Contractor Buses Available	Bus Capacity	Maximum Number of Passengers Loaded Per Bus	Minimum 4 Hours	Plus - Rate Per Over Time
30 No Bid	37			
31 No Bid	47			
32 No Bid	53			

Number of Contractor Buses Available	Bus Capacity	Maximum Number of Passengers Loaded Per Bus	Minimum 5 Hours	Plus - Rate Per Over Time
33 No Bid	37			
34 No Bid	47			
35 No Bid	53			

Category #3. Wheelchair usage:

Number of Contractor Buses Available	Wheelchair Capacity	Maximum Number of Wheelchairs Loaded Per Bus	Minimum 1 Hour	Plus - Rate Per Over Time
36 6	4 Chair / 6 Amb	4	\$210.00	\$60.00
37 9	3 Chair / 5 Amb	3	\$210.00	\$60.00
38 1	8 Chair / 8 Amb	8	\$210.00	\$60.00

Number of Contractor Buses Available	Wheelchair Capacity	Maximum Number of Wheelchairs Loaded Per Bus	Minimum 2 Hours	Plus - Rate Per Over Time
39 6	4 Chair / 6 Amb	4	\$210.00	\$60.00
40 9	3 Chair / 5 Amb	3	\$210.00	\$60.00
41 1	8 Chair / 8 Amb	8	\$210.00	\$60.00

Number of Contractor Buses Available	Wheelchair Capacity	Maximum Number of Wheelchairs Loaded Per Bus	Minimum 3 Hours	Plus - Rate Per Over Time
42 6	4 Chair / 6 Amb	4	\$270.00	\$60.00
43 9	3 Chair / 5 Amb	3	\$270.00	\$60.00
44 1	8 Chair / 8 Amb	8	\$270.00	\$60.00

Number of Contractor Buses Available	Wheelchair Capacity	Maximum Number of Wheelchairs Loaded Per Bus	Minimum 4 Hours	Plus - Rate Per Over Time
46 6	4 Chair / 6 Amb	4	\$330.00	\$60.00
48 9	3 Chair / 5 Amb	3	\$330.00	\$60.00
49 1	8 Chair / 8 Amb	8	\$330.00	\$60.00

Category #3. Wheelchair usage (continued):

Number of Contractor Buses Available	Wheelchair Capacity	Maximum Number of Wheelchairs Loaded Per Bus	Minimum 5 Hours	Plus - Rate Per Over Time
6	4 Chair / 6 Amb	4	\$390.00	\$60.00
9	8 Chair/ 5 Amb	3	\$390.00	\$60.00
1	8 Chair/ 8 Amb	8	\$390.00	\$60.00

Bus hours for all categories above shall be computed from the DISTRICT specified pick up and delivery points.

Cancellation fee of \$100* to be charged to the DISTRICT for buses cancelled by the DISTRICT within four (4) hours prior to the scheduled trip time.

*Trips Canceled on-site will be billed as scheduled.

Additional charges not included in the above rates for over night/mountain trips

Mountain/Camp - \$1,000.00 Drop Off / Pick Up on different Days

Overnight - Driver accommodations to be provided, per diem of \$40, and an 8 hour minimum on away days, will be quoted based on itinerary.

CONTRACTORS proposal for over hour charges due to unforeseen circumstances (road conditions, weather, heavy traffic, etc.), the CONTRACTOR will submit a proposal with equitable cost sharing benefits.

First Student, will review on a case by case basis.

B. It is understood that the DISTRICT reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice to Bidders - Invitation for Bids. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15) U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the DISTRICT pursuant to this bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment.

C. If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of California, and that Paul Egger whose title is Charter Business Manager, is authorized to act for and bind the corporation.

Bid Form and Agreement


- D. It is understood and agreed that if, requested by the DISTRICT, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.
- E. The undersigned will grant the DISTRICT the option to extend any contract awarded hereunder for a period of one or two years from date of expiration, under the same terms and conditions contained herein. Options granted will not be considered as a factor in awarding a contract. Bidder should note any exceptions.
- F. The Bidder attests to having read and understands all documents contained and referenced in this bid.
- G. The Contractor agrees:
1. to notify the DISTRICT of the Contractor's current California Highway Patrol Motor Carrier Rating and shall notify the DISTRICT within one day of any change in that rating; and,
 2. to grant to the DISTRICT the right to inspect all Terminals, Vehicle Maintenance Records, all Driver Training and Performance Records, and all Accident Reports.
- H. The Contractor certifies:
1. the company meets all California Highway Patrol, California Department of Education and the California Public Utilities Commission requirements, including, but not limited to Driver Training and Records, Vehicle Maintenance Procedures and Records, Accident Reports, and any other law, rule, regulation or procedure prescribed by the Federal government; and,
 2. the company has a drug and alcohol policy that meets or exceeds all Federal and California State requirements for commercial drivers, and that requires, as a minimum, substance abuse tests for new employees, tests for any driver involved in an accident, and tests of a randomly selected number of employees on a periodic basis.
- I. I, Paul Egger, the CBM (title) of the Bidder hereby certify under penalty of perjury under the laws of the State of California that all the information submitted by the Bidder in connection with this bid and all the representations herein made are true and correct.

Capistrano Unified School District
Bid No. 1314-15
Co-Curricular Bus Service

Company Name First Student, Inc.

COMPANY

Name: First Student, Inc.

Signed by: 

Date: October 21, 2013

Business Address: 13200 Crossroads Parkway, Suite 450

City of Industry, CA 91746

PARTNERSHIP

Name: _____

Signed by: _____, Partner

Date: _____

Business Address: _____

Other Partners: _____

CORPORATION

Name: First Student, Inc.

(a Delaware Corporation*)

Business Address: 13200 Crossroads Parkway, Suite 450

City of Industry, CA 91746

Signed by:  SVP
President**, Dated: 10-21-2013
CBM 10-21-2013

A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and Bonds is duly authorized to do so.

** Or local official empowered to bind the Corporation.

Bid Form and Agreement

Capistrano Unified School District
Bid No. 1314-15
Co-Curricular Bus Service

Company Name First Student, Inc

JOINT
VENTURE

Name: _____

Signed by: _____, Joint Venturer

Date: _____

Business Address: _____

Other Parties to Joint Venture:

If an individual: _____
(Signed)

Doing Business as: _____;

If a Partnership: _____

Signed by: _____, Partner

If a Corporation: _____

(a _____ Corporation)

By: _____

Date: _____

Title: _____

Bid Form and Agreement

DISTRICT

APPROVED:

Bid Awarded to: **First Student, Inc.**
(Contractor Name)

Category #1 Provide School Buses	Category #2 Provide SPAB Approved Recliners w/Restrooms	Category #3 Wheelchair Usage
Secondary	No Bid	Primary

CONTRACT DOCUMENTS:

1. ☒ Bid Form and Agreement
2. ☒ Noncollusion Declaration
3. ☒ Information Required of Bidder
4. ☒ Certification - Participation of Disabled Veteran Business Enterprise
5. ☒ Certification by Contractor Criminal Records Check
6. ☒ Conflict of Interest
7. ☒ Drug-Free Workplace Certification
8. ☒ Tobacco Use Policy
9. ☒ Workman's Compensation Certification
10. ☐ Certificate Of Liability Insurance
11. ☐ W-9 Form

CONTRACT TERM

The term of this base contract is for one year beginning:

January 1, 2014 through December 31, 2014, with two (2) one-year renewal terms at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

AGREEMENT ACCEPTED BY DISTRICT

Signed by: 

Print Name: Terry Fluent

Title: Director, Purchasing

Date: January 1, 2014

**AMENDMENT TO AGREEMENT
BID NO. 1314-19 ROOF REPAIRS AND MAINTENANCE DISTRICTWIDE**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

**ARCHITECTURAL ROOFING SYSTEMS, INC. DBA
PACIFIC ROOFING SYSTEMS**

Agreement for Bid No. 1314-19 called for services to be rendered at the rates shown in the agreement.

The Faithful Performance Bond and Payment Bond each shall be amended to \$250,000.

The “not to exceed” amount on Agreement for Bid No. 1314-19 is \$750,000 annually as requested by the District.

Except as set forth in this Amendment to Agreement, and Board approved on March 12, 2014, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

CONTRACTOR

**Architectural Roofing Systems,
Inc. dba Pacific Roofing Systems**

By: _____
Signature

Terry Fluent

Director, Purchasing

Date: _____

By: _____
Signature

Print Name

Title

Date: _____

EXHIBIT 35

XIV. AGREEMENT

THIS AGREEMENT, dated March 13, 2014, in the County of Orange, State of California, is by and between Capistrano Unified School District, (hereinafter referred to as "DISTRICT"), and Architectural Roofing Systems dba, (hereinafter referred to as "CONTRACTOR"). Pacific Roofing Systems

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as **BID NO. 1314-19, ROOF REPAIRS AND MAINTENANCE DISTRICTWIDE** according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Drug-Free Workplace Certification, Criminal Records Check Certification, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum as specified in attached bid price sheet.

4. The work shall be commenced on or before the seventh (7th) day after receiving the DISTRICT'S Notice to Proceed and shall be completed within **thirty (30)** consecutive calendar days from the date specified in the Notice to Proceed. The initial term of this agreement will be for one year, with two (2) one year renewal periods, at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of **two hundred dollars (\$200.00)** for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 63 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 63 of the General Conditions.

6. Termination for Cause or Nonappropriation. In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a nonappropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

Termination for Convenience. DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT'S convenience, CONTRACTOR shall:

- (i) Cease operations as directed by DISTRICT in the notice;
- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT'S convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

7. The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract,

The CONTRACTOR, at CONTRACTOR'S own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. Hold Harmless and Indemnification. To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR'S sole cost and expense, agrees to fully defend, indemnify and hold harmless, the DISTRICT, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Project Documents;

- (f) any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or
- (g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT'S interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

9. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than	\$1,000,000.00
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and

Subject to the same limit for each person on account of one accident, in an amount not less than	\$1,000,000.00
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Property Damage Insurance in an amount not less than	\$1,000,000.00
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Course of Construction Insurance without exclusion or limitation in an amount not less than	\$1,000,000.00
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Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

10. Escrow Account: N/

11. Labor Compliance Program: N/A

12. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of _____, and that _____, whose title is _____, is authorized to act for and bind the corporation.

13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed including all contract documents as indicated:

CONTRACT DOCUMENTS:

1. _____ Bid Bond
2. _____ Bid Form
3. _____ Designation of Subcontractors
4. _____ Information Required of Bidder
5. _____ Contractor's Certificate Regarding Workers' Compensation
6. _____ Certification – Participation of Disabled Veteran Business Enterprise
7. _____ Noncollusion Declaration
8. _____ Faithful Performance Bond
9. _____ Payment Bond
10. _____ Agreement
11. _____ Drug-Free Workplace Certification
12. _____ Certification by Contractor Criminal Records Check
13. _____ Contractor's Certificate Non-Asbestos Containing Materials
14. _____ Tobacco Use Policy
15. _____ Conflict of Interest
16. _____ Compliance With Safety Regulations

17. _____ Certificate Of Liability Insurance
18. _____ W-9 Form

CONTRACT TERM

The terms of this base contract is March 13, 2014, through
June 30, 2015, with two (2) one-year renewal terms at the option of the Board
of Trustees.

DISTRICT

By: _____
Signature

Terry Fluent
Print Name

Director, Purchasing
Title

CONTRACTOR

By: 
Signature

ALAN STOVESAND
Print Name

V.P.
Title

898367
Contractor's License No.

208647481
Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,
if corporation)

BID PRICE SHEET

- All pricing herein to include all materials, labor, standard tools, supplies, equipment, applicable delivery, mileage, taxes, insurance, and all miscellaneous costs normally required to complete the job.
- **Note: Bid prices for labor may not be lower than the applicable Prevailing Wage for the specified work. See General Conditions – Prevailing Wage Rates.**
- Bidders must complete all items, or the bid submitted may be declared non-responsive.
- Low bid to be determined by select line items representing the most common District projects at a weighted percentage.
- Award for base bid will be determined by select line items representing the most common District projects at a weighted percentage; job scenarios to be provided at bid opening.

Item #	HOURLY LABOR RATES (Portal to Portal)	Straight Time Per Hour	Overtime Per Hour	Weekend/Holiday Hourly
1	Journeyman Roofer	\$87.00	\$107.00	\$140.00
2	Apprentice Roofer – 30% or higher	\$74.00	\$97.00	\$104.00
3	Laborer	\$70.00	\$85.00	\$99.00

Item #	MATERIALS	Percentage To Be Added
4	Total percentage (%) to be added to cost of materials	10 %

Item #	ROOFING WORK		Bid Price BUR	Bid Price Metal	Bid Price Tar & Gravel
5	Standard 3-course work - no preparation	Per Sq Ft	\$2.55	\$4.00	\$3.00
6	Standard 5-course work - no preparation	Per Sq Ft	\$3.50	\$5.00	\$3.50
7	Cut and/or clean and 3-course - demolition/removal	Per Sq Ft	\$1.50	\$2.00	\$1.75
8	Cut and/or clean and 5-course - demolition/removal	Per Sq Ft	\$2.75	\$2.75	\$2.00
9	Install new wood sleepers - labor only	Per Sq Ft	\$3.00	\$3.00	\$3.00
10	Spud gravel to felts	Per Sq Ft	\$0.50	\$0.50	\$0.50
11	Spud slag to felts	Per Sq Ft	\$1.00	\$1.00	\$1.00
12	Install 18" wide cap sheet, 3-course edges	Per Sq Ft	\$4.00	\$4.00	\$4.00
13	Install 36" wide cap sheet, 3-course edges	Per Sq Ft	\$4.25	\$4.25	\$4.25
14	Install cap sheet	Per Sq Ft	\$1.50	\$1.50	\$1.50
15	Install 2 layer #40 or one layer #80 - set in asphalt	Per Sq Ft	\$2.25	\$2.25	\$2.25
16	R&R conduit blocks - repair roof	Per Sq Ft	\$1.50	\$1.25	\$1.50

Item #	ROOFING WORK		Bid Price BUR	Bid Price Metal	Bid Price Tar & Gravel
17	Monoform patch-and-spray work, clean roof, prime with asphalt prime, install monoform at 9 gallons per square, with chopped fiberglass roving at #3 per square, and a coat of nonfibrated aluminum reflected coating at 200 squares minimum size	Per Sq Ft	\$1.50	\$1.50	\$1.50
18	R&R conduit blocks – repair roof at 201-1,000 squares	Per Sq Ft	\$1.50	\$1.25	\$1.50
19	R&R conduit blocks – repair roof at 1,001-2,000 squares	Per Sq Ft	\$1.50	\$1.25	\$1.50
20	R&R conduit blocks – repair roof at 2,001 + squares	Per Sq Ft	\$1.50	\$1.25	\$1.50
21	R&R flashing	Per Sq Ft	\$5.00	\$5.00	\$5.00
22	R&R edge metal	Per Lin Ft	\$5.00	\$5.00	\$5.00
23	R&R plywood sub-deck	Per Sq Ft	\$2.50	\$2.50	\$2.50

Item #	PVC ROOF SYSTEM		Bid Price
24	Standard PVC roofing membrane, heat welded over approved separation sheet	Per Sq Ft	\$2.50
25	R&R flashing	Per Sq Ft	\$5.00
26	R&R edge metal	Per Lin Ft	\$5.00
27	R&R plywood sub-deck	Per Sq Ft	\$2.50
28	R&R dens-deck	Per Sq Ft	\$1.00

Item #	CLAY TILE ROOF SYSTEM		Bid Price
29	US two-piece tile with copper tie-down system and 1 square modified underlayment	Per Sq Ft	\$7.00
30	R&R flashing	Per Sq Ft	\$3.50
31	R&R edge metal	Per Lin Ft	\$3.00
32	R&R plywood sub-deck	Per Sq Ft	\$2.50

Item #	INSULATION REPAIRS		Bid Price
33	R19, #2 density foam insulation 3/4" thick, installed with 1 mechanical fastener per 3 SF	Per Sq Ft	\$2.50

Item #	Annual roof inspection and maintenance to roof systems. Inspection and maintenance to include all cleaning of debris on roof area, drains, and downspouts. Inspection and maintenance of all general flashings, including, but not limited to pipe flashings, wall flashings, base flashings, drains, equipment platforms, and counter flashings. Price by square feet				
		PVC	BUR	Tile	Metal
34	First Year	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15
35	Second Year	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10
36	Third Year	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10

Each individual bid term shall be determined from visiting the work site, reviewing the drawings and specifications and all portions of the Project Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, all as per the requirements of the Project Documents, whether or not expressly listed or designated.

2. It is understood that the DISTRICT reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The required bid security is attached.

4. The required list(s) of proposed subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) is complete and in compliance with the Subletting and Subcontracting Fair Practices Act. Public Contract Code Sections 4100, et seq.

5. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT the Faithful Performance Bond and a separate Payment Bond as specified, and certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, within **five (5)** working days of the notice of award of the contract, or as otherwise requested in writing by the DISTRICT. It is understood that should bidder fail or refuse to return these documents as required by the DISTRICT, the bid security shall be forfeited to the DISTRICT. The bidder further agrees that the work shall be commenced by the bidder, if awarded the contract, on or before the **seventh (7th)** day after receiving the DISTRICT'S Notice to Proceed, and shall be completed by the bidder in the time specified by the DISTRICT.

AMENDMENT 1
2013 - 2014
INTERNET NETWORK SUPPORT SERVICES AGREEMENT
CAPISTRANO UNIFIED SCHOOL DISTRICT

The Internet Network Support Services Agreement, hereinafter referred to as AGREEMENT, entered into by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675, hereinafter referred to as DISTRICT, is hereby amended as follows:

1.0 Section 2.0 TERM shall be amended to read as follows: This AGREEMENT shall be in full force and effect for the period commencing July 1, 2013, and ending on June 30, 2014, subject to termination as set forth in this AGREEMENT.

2.0 Section 3.0 PAYMENT shall be amended to read as follows: DISTRICT agrees to pay SUPERINTENDENT for services rendered pursuant to Section 1.0 of this AGREEMENT a total amount not to exceed Seventy-eight thousand dollars (\$78,000.00). Reimbursement for services will be based on the actual expenses incurred by SUPERINTENDENT in providing Internet access. The amounts listed below are estimated charges to the SUPERINTENDENT for fiscal year 2013 - 2014 and are based on the type, level, and number of services provided to DISTRICT. DISTRICT shall be notified in writing of any increase in charges incurred by SUPERINTENDENT in supporting the network that result from rate changes. DISTRICT agrees to pay

EXHIBIT 36

SUPERINTENDENT the actual charges within thirty (30) days upon receipt of an itemized invoice in triplicate from SUPERINTENDENT.

Charges shall be as follows:

ITEM#	COST	DESCRIPTION OF SERVICE/SUPPORT
1. ANNUAL FEE		
	<u>\$78,000.00</u>	Internet Access Fee. DISTRICT will be billed only if SUPERINTENDENT receives an invoice from California K12 High Speed Network for Internet access for <u>1 GIG</u> .

TOTAL FEE: \$78,000.00

2.0 Except as expressly herein amended, said AGREEMENT shall in all respects be and remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: CAPISTRANO UNIFIED
SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

BY: _____
Authorized Signature

BY: *Patricia McCaughey*
Authorized Signature

PRINTED NAME: _____

PRINTED NAME: Patricia McCaughey

TITLE: _____

TITLE: Coordinator

DATE: _____

DATE: April 1, 2014

CUSD-Internet-Amend 1(39025)14
ZIP4

2 2013 - 2016
3 INTERNET NETWORK SUPPORT SERVICES AGREEMENT
4 CAPISTRANO UNIFIED SCHOOL DISTRICT

5 This Internet Network Support Services Agreement, hereinafter
6 referred to as AGREEMENT, is hereby entered into by and between the
7 Orange County Superintendent of Schools, 200 Kalmus Drive, Costa
8 Mesa, California 92626, hereinafter referred to as SUPERINTENDENT,
9 and Capistrano Unified School District, 33122 Valle Road, San Juan
10 Capistrano, California 92675, hereinafter referred to as DISTRICT.
11 SUPERINTENDENT and DISTRICT shall be collectively referred to as the
12 Parties.

13 NOW, THEREFORE, the Parties hereto mutually agree as
14 follows:

15 1.0 BASIS OF AGREEMENT. Provide Internet access and support to
16 school districts within Orange County in accordance with the terms
17 and conditions set forth in this AGREEMENT.

18 2.0 TERM. This AGREEMENT shall be in full force and effect for
19 the period commencing July 1, 2013, and ending on June 30, 2016,
20 subject to termination as set forth in this AGREEMENT.

21 3.0 PAYMENT. DISTRICT agrees to pay SUPERINTENDENT for services
22 rendered pursuant to Section 1.0 of this AGREEMENT a total amount
23 not to exceed Two hundred thirty-four thousand dollars
24 (\$234,000.00). Reimbursement for services will be based on the
25 actual expenses incurred by SUPERINTENDENT in providing Internet
access. The amounts listed below are estimated charges to the
SUPERINTENDENT for fiscal year 2013 - 2014, fiscal year 2014 - 2015

1 and fiscal year 2015 - 2016 and are based on the type, level, and
2 number of services provided to DISTRICT. DISTRICT shall be notified
3 in writing of any increase in charges incurred by SUPERINTENDENT in
4 supporting the network that result from rate changes. DISTRICT
5 agrees to pay SUPERINTENDENT the actual charges within thirty (30)
6 days upon receipt of an itemized invoice in triplicate from
7 SUPERINTENDENT. Charges per shall be as follows:

8	<u>ITEM#</u>	<u>COST</u>	<u>DESCRIPTION OF SERVICE/SUPPORT</u>
9		<u>ANNUAL FEES</u>	
10	1.	\$ <u>78,000.00</u>	Internet Access Fee. DISTRICT will be billed only if SUPERINTENDENT receives an invoice from California K12 High Speed Network for Internet access for <u>1 GIG</u> .

12 **TOTAL FEES:** \$78,000.00

13 4.0 TECHNICAL SUPPORT. DISTRICT shall be entitled to ongoing
14 technical support and assistance for Internet access between the
15 DISTRICT and SUPERINTENDENT, provided however, that the availability
16 or performance of this technical support service shall not be
17 construed as altering or affecting SUPERINTENDENT'S obligations as
18 set forth in this AGREEMENT. SUPERINTENDENT'S technical support via
19 telephone shall be provided to DISTRICT without charge Monday
20 through Friday from 8:00 A.M. - 5:00 P.M., excluding
21 SUPERINTENDENT'S holidays.

22 5.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT is and at all times
23 shall be an independent contractor and shall be wholly responsible
24 for the manner in which the services required by the terms of this
25 AGREEMENT are performed. Nothing herein contained shall be
construed as creating the relationship of employer and employee, or

1 principal and agent, between SUPERINTENDENT and DISTRICT.
2 SUPERINTENDENT assumes the responsibility for the acts of its
3 employees or agents as they relate to the services to be provided.
4 SUPERINTENDENT, its officers, agents, and employees, shall not be
5 entitled to any rights, and/or privileges of DISTRICT'S employees
6 and shall not be considered in any manner to be DISTRICT'S
7 employees.

8 6.0 HOLD HARMLESS.

9 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold
10 harmless DISTRICT, its Governing Board, officers, agents, and
11 employees from every claim or demand and every liability loss,
12 damage, or expense of any nature whatsoever which may be incurred by
13 reason of any negligent acts or omissions of employees, agents or
14 officers of SUPERINTENDENT or the Orange County Board of Education
15 during the period of this AGREEMENT.

16 B. DISTRICT hereby agrees to indemnify, defend, and hold
17 harmless SUPERINTENDENT, the Orange County Board of Education, and
18 its officers, agents, and employees from every claim or demand and
19 every liability, loss, damage, or expense of any nature whatsoever
20 which may be incurred by reason of any negligent acts or omissions
21 of employees, agents or officers of DISTRICT during the period of
22 this AGREEMENT.

23 7.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that
24 they will not engage in unlawful discrimination of persons because
25 of race, color, religious creed, national origin, ancestry, physical
handicap, medical condition, marital status, or sex of such persons.

1 8.0 APPLICABLE LAW. The services completed herein must meet the
2 approval of the DISTRICT'S general right of inspection to secure the
3 satisfactory completion thereof. SUPERINTENDENT and DISTRICT agree
4 to comply with all federal, state and local laws, rules, regulations
5 and ordinances that are now or may in the future become applicable
6 to SUPERINTENDENT or DISTRICT'S business, equipment and personnel
7 engaged in operations covered by this AGREEMENT or occurring out of
8 the performance of such operations.

9 9.0 ASSIGNMENT. Neither party shall subcontract or assign this
10 AGREEMENT or the performance of any of the services set forth in
11 this AGREEMENT without prior written approval of the non-assigning
12 party.

13 10.0 TERMINATION. This AGREEMENT may be terminated by
14 SUPERINTENDENT or DISTRICT with or without cause, upon the giving of
15 sixty (60) days prior written notice to the other party.

16 11.0 TOBACCO USE POLICY. In the interest of public health, the
17 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
18 use of any tobacco products are prohibited in buildings and
19 vehicles, and on any property owned, leased or contracted for by the
20 SUPERINTENDENT. Failure to abide with conditions of this policy
21 could result in the termination of this AGREEMENT.

22 12.0 NOTICES. All notices or demands to be given under this
23 AGREEMENT by either party to the other shall be in writing and given
24 either by: i) Personal service, or ii) U.S. Mail, mailed either by
25 registered or certified mail, return receipt requested, with postage
prepaid. Service shall be considered given when received if

1 personally served or, if mailed, on the third (3rd) day after
2 deposit in any U.S. Post Office. The address to which notices or
3 demands may be given by either party may be changed by written
4 notice given in accordance with the notice provisions of this
5 section. As of the date of this AGREEMENT the addresses of the
6 parties are as follows:

7 DISTRICT: Capistrano Unified School District
33122 Valle Road
8 San Juan Capistrano, California 92675
Attn: _____

9 SUPERINTENDENT: Orange County Superintendent of Schools
10 200 Kalmus Drive
P. O. Box 9050
11 Costa Mesa, California 92628-9050
Attn: Patricia McCaughey
12

13 13.0 SEVERABILITY. If any term, condition or provision of this
14 AGREEMENT is held by a court of competent jurisdiction to be
15 invalid, void, or unenforceable, the remaining provisions will
16 nevertheless continue in full force and effect and shall not be
17 affected, impaired or invalidated in any way.

18 14.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
19 shall be governed by the laws of the State of California, with venue
20 in Orange County, California.

21 ////
22 ////
23 ////
24 ////
25 ////

1 IN WITNESS WHEREOF, the Parties hereto have caused this
2 AGREEMENT to be executed.
3 DISTRICT: CAPISTRANO UNIFIED ORANGE COUNTY SUPERINTENDENT
SCHOOL DISTRICT OF SCHOOLS
4 BY: Terry Fluent BY: Patricia McCaughey
5 Authorized Signature Authorized Signature
6 PRINTED NAME: Terry Fluent PRINTED NAME: Patricia McCaughey
7 TITLE: Director, Purchasing TITLE: Coordinator
8 DATE: 3/10/13 DATE: March 4, 2013

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12 CUSD-Internet(39025)2013-2016
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SURPLUS ITEMS LIST
EQUIPMENT TAG NUMBERS & DESCRIPTION
April 23, 2014

Tag No.	Description	Justification
No Number	Cambro Cruiser (5), 4 wells, 72" x 28" x 51"	Replaced with new more efficient carts.
	Cambro Cruiser (2), 3 wells, 66" x 28" x 51"	Replaced with new more efficient carts.
	Cambro Cruiser (3), single well, 50" x 24" x 35"	Replaced with new more efficient carts.
	Beverage Air Milk Coolers (4), Model ST49N, 49" x 31"	Old, repairs more costly than new units
	Beverage Air Milk Coolers (2), Model SM58N, 58" x 31"	Old, repairs more costly than new units

Miscellaneous items valued at less than \$2,500 to be declared surplus on a continuing basis throughout the fiscal year.

Various lots of obsolete computers and electronic related items
 Various lots of obsolete garage and tire items
 Various lots of obsolete HVAC equipment and supplies
 Various lots of obsolete kitchen equipment and related items
 Various lots of obsolete lighting fixtures and lamps
 Various lots of obsolete plumbing equipment and supplies
 Various lots of obsolete tools and parts
 Various lots of miscellaneous items determined to be unusable by the District

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

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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. Arce Catalan, Melissa	Account Clerk II	Personal	10/08/2013	04/01/2014
2. Beck, Nicole	ASB Worker	District Initiated	01/14/2011	03/27/2014
3. Chapman, Kelly	IF-Autism	Deceased	09/19/2005	03/23/2014
4. Costa, Cary	ASB Worker	District Initiated	02/28/2011	04/03/2014
5. Crane, Ryan	ASB Worker	District Initiated	11/14/2000	03/20/2014
6. Craven, Stacey	Student Supvr	Personal	09/20/2010	03/14/2014
7. Friend, Carolyn	Elem Sch Clerk	Retirement	10/12/1993	06/30/2014
8. Gulley, Danny	FS Worker	District Initiated	02/14/2012	02/26/2014
9. Herzbrun, Diane	IF-Autism	Retirement	09/23/1992	06/24/2014
10. Koschel, Luzstella	Sub IF-Sp Ed	Personal	04/03/2000	11/23/2013
	Sub Caregiver			
	Sub Inst Asst-Sp Ed			
11. Lloyd, Diana	Inst Asst-Sp Ed	Voluntary	09/05/2002	04/10/2014
12. Manderbach, Karen	IBI Asst/Tutor	Personal	10/20/2008	04/04/2014
13. Martin, Gail	Health Asst	Retirement	11/04/1996	06/24/2014
14. Matheri, Evelyn	IF-Sp Ed	Relocation	02/26/2007	05/30/2014
15. McAuliffe, Carol	Sub IF-Sp Ed	Retirement	01/10/2007	01/01/2014
	Sub IBI Asst/Tutor			
16. Pirro, Brooks	Inst Asst-Sp Ed	Voluntary	03/12/2014	03/12/2014
17. Smegal, Pamela	Manager IV-Budget	Retirement	09/03/1996	04/09/2014
18. Stillman, Kelsey	Inst Asst-Sp Ed	Voluntary	02/13/2014	04/04/2014
19. Tilton, Rachel	IF-Sp Ed	Voluntary	09/05/2006	04/15/2014
20. Villagomez, Manuel	Sch Bus Driver	Retirement	09/20/2001	02/25/2014
21. Walton, Marcus	Chief Communications Officer	Personal	08/09/2010	04/08/2014
22. Wilson, Karen	IF-Sp Ed	Retirement	09/16/1997	03/10/2014
23. Zatica, Sara	Inst Asst	Personal	01/10/2012	03/17/2014

APPROVE EMPLOYMENT

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
24. Brown, Tracy	Registrar (10.75mo/40hpw)	\$ 2,973.65 mo	R28-1	04/24/2014

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APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
25. Bacon, Lisalani	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	04/15/2014
26. Branson, Krysta	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	04/14/2014
27. Curran, Kathryn	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	04/24/2014
28. Darrup, Carolyn	Academic Advisor (10.75mo/20hpw)	\$20.39 hr	R35-1	04/24/2014
29. Fowler, Norma	FS Worker (9.5mo/15hpw)	\$12.76 hr	R16-1	04/24/2014

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
30. Brigham, Regina	Sch Bus Driver	\$17.48 hr	R28-1	04/24/2014
31. Calaiacovo, Eileen	Student Supvr	\$10.00 hr		04/24/2014
32. Calderon, Vanessa	Student Supvr	\$10.00 hr		04/24/2014
33. Craven, Stacey	Student Supvr	\$10.00 hr		04/24/2014
34. Culbertson, Matthew	Custodian I	\$16.33 hr	R26-1	04/24/2014
35. Dixon, Corrine	FS Worker	\$12.14 hr	R14-1	02/24/2014
36. Etnire, Stacy	Student Supvr	\$10.00 hr		04/24/2014
37. Juhl-Vassiliadis, Kathleen	FS Worker	\$12.14 hr	R14-1	04/24/2014
38. Kulick, Debra	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	04/18/2014
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	IF-Sp Ed	\$14.79 hr	R22-1	
39. Lloyd, Diana	Inst Asst-Sp Ed	\$14.08 hr	R20-1	04/11/2014
40. Macedo, Manuela	MS Campus Supvr	\$15.16 hr	R23-1	02/04/2014
41. Mendoza Santos, Jesus	Custodian I	\$16.33 hr	R26-1	04/24/2014
42. Oco, Sheila	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	04/24/2014
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	IF-Sp Ed	\$14.79 hr	R22-1	
43. Osborne, Deborah	Student Supvr	\$10.00 hr		04/24/2014
44. Paris, Lisa	Sch Bus Driver	\$17.48 hr	R28-1	04/24/2014
45. Romero, Jeffrey	Custodian I	\$16.33 hr	R26-1	04/24/2014
46. Singh, Rosemarie	Student Supvr	\$10.00 hr		04/24/2014
47. Thurman, Meridee	Student Supervisor	\$10.00 hr		04/24/2014

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Personnel Activity List Board of Trustees Regular Meeting of Wednesday, April 23, 2014
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APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
48. Furlong, Michael	Student Worker	\$9.00 hr	03/01/2014- 06/30/2014
49. Mendoza-Sandoval, Aaron	Student Worker	\$9.00 hr	01/01/2014- 06/30/2014
50. Nava De Castaneda, Juana	Student Supvr (9.5mo/10.8hpw)	\$10.00 hr	04/24/2014
51. Nethery, Thomas	Student Worker	\$9.00 hr	03/20/2014- 06/30/2014
52. Slater, Martin	Sch Bus Driver Trainee	\$8.00 hr	10/28/2013- 10/31/2013
53. Trudell, Alan	Interim Chief Communications Officer (Temp/40hpw)	\$578.83 per diem	04/14/2014- 06/30/2014

APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
54. Awender, Richard	Baseball, Varsity (Asst)	Capistrano Valley HS	\$ 3,081.00	03/01/2014- 05/16/2014
55. Butler, Tim	Track, Boys' Varsity (Asst)	Dana Hills HS	\$ 2,641.00	02/14/2014- 05/09/2014
56. Campbell, Dori	Lacrosse, Girls' Varsity (Head)	Dana Hills HS	\$ 3,301.00	02/14/2014- 06/03/2014
57. Carlson, Cynthia	Swim, Girls' Varsity (Head)	Dana Hills HS	\$ 3,301.00	02/14/2014- 05/09/2014
58. Dickman, Jack	Swim, Boys' Varsity (Asst)	Dana Hills HS	\$ 2,641.00	02/14/2014- 05/09/2014
59. Escutia, John	Soccer, Boys' Varsity (Asst)	San Juan Hills HS	\$ 2,641.00	12/01/2013- 02/01/2014
60. Napora, Justin	Baseball, Varsity (Asst)	San Juan Hills HS	\$ 3,081.00	02/01/2014- 05/09/2014
61. Newberry, Dan	Swim, Girls' (Head) Boys' (Head)	San Juan Hills HS	\$ 6,602.00	02/10/2014- 05/19/2014
62. Pierce, Carrie	Swim, Girls' Varsity (Head)	Dana Hills HS	\$ 2,641.00	02/14/2014- 05/09/2014
63. Skelly, Mike	Softball, Girls' Varsity (Asst)	Dana Hills HS	\$ 2,641.00	02/14/2014- 05/14/2014
64. Young, Laura	Track, Girls' (Asst)	San Juan Hills HS	\$ 2,641.00	02/10/2014- 05/09/2014

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APPROVE CIF CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
65. Carey, Peter	Soccer, Boys' Varsity (Head)	San Juan Hills HS	\$ 330.10	02/18/2014
66. Carey, Steven	Soccer, Varsity (Asst)	San Juan Hills HS	\$ 264.10	02/18/2014
67. Haynes, Monica	Soccer, Girls' Varsity (Asst)	San Juan Hills HS	\$ 264.10	02/18/2014

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
68. Abedi, Kamron	Wrestling, (Asst)	Dana Hills HS	\$ 2,500.00	11/11/2013- 02/04/2014
69. Barbour, Sean	Wrestling, (Asst)	Dana Hills HS	\$ 3,300.00	11/11/2013- 02/04/2014
70. Barker, Leonard	Football, (Asst)	San Clemente HS	\$ 1,200.00	03/13/2014- 04/30/2014
71. Berryman, Lacey	Basketball, Girls' (Asst)	Capistrano Valley HS	\$ 2,200.00	11/22/2013- 01/31/2014
72. Braun, Tyler	Volleyball, Boys' (Asst)	Dana Hills HS	\$ 2,640.00	02/14/2014- 05/06/2014
73. Campbell, Lauren	Swim, Girls' Frosh/Soph	Dana Hills HS	\$ 2,400.00	02/25/2014- 05/09/2014
74. Cardenas, Erik	Baseball, (Asst)	San Juan Hills HS	\$ 2,500.00	02/10/2014- 05/19/2014
75. Cooper, Trent	Lacrosse, Boys' (Asst)	Aliso Niguel HS	\$ 3,000.00	02/10/2014- 05/09/2014
76. Copp, Jim	Track, (Asst)	Dana Hills HS	\$ 3,000.00	02/14/2014- 05/09/2014
77. Dunn, Julie	Track, (Asst)	Dana Hills HS	\$ 3,000.00	02/14/2014- 05/09/2014
78. Durst, Tracy	Athletic Trainer	Tesoro HS	\$ 6,000.00	12/01/2013- 06/24/2014
79. Frogozo, Nevah	Swim, Girls' (Asst)	Tesoro HS	\$ 2,174.05	03/01/2014- 05/09/2014
80. Goss, Thomas	Lacrosse, Girls' (Asst)	Capistrano Valley HS	\$ 2,640.00	02/15/2014- 05/01/2014

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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>
81. Gurbach, David	Baseball, (Asst)	San Juan Hills HS	\$ 2,500.00	02/24/2014- 05/06/2014
82. Hamasaki, Vince	Basketball, Boys'	Capistrano Valley HS	\$ 2,000.00	03/01/2014- 04/30/2014
83. Hefner, Madelynn	Marching/Visual Coach	Dana Hills HS	\$ 3,000.00	02/02/2014- 06/20/2014
84. Henderson, Zachary	Lacrosse, Boys' (Asst)	Aliso Niguel HS	\$ 2,500.00	02/10/2014- 05/09/2014
85. Horrell, Steve	Track, (Asst)	Dana Hills HS	\$ 1,000.00	02/14/2014- 05/09/2014
86. Kelly, Scott	Track, (Asst)	Dana Hills HS	\$ 2,000.00	02/14/2014- 05/09/2014
87. Kopp, Troy	Football, (Asst)	San Clemente HS	\$ 1,200.00	03/13/2014- 04/30/2014
88. Langdon, Greg	Tennis, (Asst)	Aliso Niguel HS	\$ 500.00	02/10/2014- 05/09/2014
89. Larkins, Scott	Softball, Girls' (Asst)	Dana Hills HS	\$ 2,500.00	02/14/2014- 05/14/2014
90. Park, Randy	Spring Strength Camps	San Juan Hills HS	\$ 3,500.00	03/01/2014- 06/01/2014
91. Phelps, Darren	Track, (Asst)	Dana Hills HS	\$ 3,000.00	02/14/2014- 05/09/2014
92. Reid, Chris	Football, Freshman (Asst)	Dana Hills HS	\$ 3,000.00	08/30/2013- 11/30/2013
93. Skovbo, Michael	Track, Boys' (Asst)	San Clemente HS	\$ 2,300.00	02/24/2014- 05/09/2014
94. Stark, Rider	Track, (Asst)	Tesoro HS	\$ 2,800.00	12/01/2013- 05/09/2014
95. Tompkins, Zachary	Cheer Coach	San Clemente HS	\$ 1,400.00	02/06/2014- 06/30/2014
96. Tunaya, Eugene	Pep Squad	Capistrano Valley HS	\$ 3,000.00	04/24/2014- 06/30/2014
97. Wiggins, Lane	Track, (Asst)	Tesoro HS	\$ 2,400.00	03/01/2014- 05/09/2014
98. Williams-Dimarco, Michelle	Dance Coach	Dana Hills HS	\$ 280.00	01/11/2014- 02/10/2014

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APPROVE EMPLOYMENT PENDING CLEARANCES

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
99. Knoot, Kevin	HS Library Media Tech (10.5mo/40hpw)	\$ 2,973.65 mo	R28-1	04/24/2014

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
100. Lonn, Kimberly	IF-Autism (9.5mo/30hpw)	\$14.79 hr	R22-1	04/24/2014
101. Thompson, Holly	IF-Autism (9.5mo/30hpw)	\$14.79 hr	R22-1	04/24/2014

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
102. Carroll, Joan	FS Worker	\$12.14 hr	R14-1	04/24/2014

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Earliest Effective Date</u>
103. Glover, Johnny	Lacrosse, Girls' Asst	Aliso Niguel HS	\$ 1,500.00	04/24/2014
104. Miller, Joe	Softball, (Asst)	Tesoro HS	\$ 2,174.05	04/24/2014

APPROVE PROMOTION

<u>Name</u>	<u>Former Position</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
105. Barajas, Delia	FS Worker (9.5mo/30hpw)	Lead FS Worker II (Temp/40hpw)	R31-1	03/13/2014- 03/27/2014
106. Carrillo, Juan	Custodian III (12mo/40hpw)	Custodian IV (Temp/40hpw)	R32-15	04/01/2014- 04/23/2014
107. Fadich, Eti	FS Worker (9.5mo/30hpw)	Lead FS Worker II (Temp/35hpw)	R31-1	03/27/2014- 06/24/2014

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APPROVE PROMOTION (Cont.)

<u>Name</u>	<u>Former Position</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
108. Hernandez, Alex	Custodian III (12mo/40hpw)	Custodian IV (12mo/40hpw)	R32-15	04/24/2014
109. Matteson, Steven	HVAC Asst (12mo/40hpw)	HVAC Tech (Temp/40hpw)	R40-1	04/07/2013- 06/30/2014
110. Mendoza, Rosa	Inst Asst-Presch (9.5mo/15hpw)	Blngl Comm Svcs Liaison (9.5mo/17.5hpw)	R23-4	04/24/2014
111. Stilwagner, Lisa	Lead FS Worker I (9.5mo/30hpw)	Supervisor IV-Food Services (Temp/40hpw)	R36-1	04/22/2014- 05/30/2014

APPROVE ASSIGNMENT ADJUSTMENTS

<u>Name</u>	<u>Former Position</u>	<u>Assignment Adjustment</u>	<u>Range Step</u>	<u>Effective Date</u>
112. Clark, Venitra	LVN (9.5mo/17.5hpw)	LVN (9.5mo/25hpw)	R30-3	05/01/2014
113. Corbett, Vicki	LVN (9.5mo/17.5hpw)	LVN (9.5mo/25hpw)	R30-1	05/01/2014
114. Dizon, Diadema	LVN (9.5mo/17.5hpw)	LVN (9.5mo/25hpw)	R30-3	05/01/2014
115. Green, Patricia	LVN (9.5mo/17.5hpw)	LVN (9.5mo/25hpw)	R30-2	05/01/2014
116. Gutierrez, Joe	Student Supvr (9.5mo/10hpw)	Student Supvr (9.5mo/17.5hpw)		03/17/2014
117. Guzman, Johanna	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-1	04/24/2014
118. Hughes, Geitan	LVN (9.5mo/17.5hpw)	LVN (9.5mo/25hpw)	R30-1	05/01/2014
119. Johnson, Karen	IF-Sp Ed (9.5mo/17hpw)	IF-Sp Ed (9.5mo/25hpw)	R22-1	04/24/2014
120. Robinson, Khara	LVN (9.5mo/17.5hpw)	LVN (9.5mo/25hpw)	R30-1	05/01/2014
121. Roknian, Stella	LVN (9.5mo/17.5hpw)	LVN (9.5mo/25hpw)	R30-9	05/01/2014
122. Sanchez, Christie	LVN (9.5mo/17.5hpw)	LVN (9.5mo/25hpw)	R30-1	05/01/2014
123. Sebek, Kathy	Student Supvr (9.5mo/15hpw)	Student Supvr (9.5mo/19hpw)		03/17/2014
124. Swords, Diana	Student Supvr (9.5mo/7.5hpw)	Student Supvr (9.5mo/9.5hpw)		03/17/2014

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APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
125. Aguilar, Tara	Elem Library Media Tech	03/14/2014-
	TAA NTE 56 hrs (Engage all students in reading)	06/20/2014
126. Aguirre, Mariella	IF-Sp Ed	10/08/2013-
	TAA NTE 20.5 hrs (Attend CAT Training classes)	03/13/2014
127. Barrientos, Belem	IF-Sp Ed	10/08/2013-
	TAA NTE 20.5 hrs (Attend CAT Training classes)	03/13/2014
128. Bartik, Lisa	Inst Asst-Sp Ed	01/28/2014-
	TAA NTE 12.25 hrs (Attend CAT Training classes)	03/13/2014
129. Batchelder, Cara	Inst Asst-Sp Ed	01/28/2014-
	TAA NTE 12.25 hrs (Attend CAT Training classes)	03/13/2014
130. Beas, Estela	Presch Teacher	04/01/2014-
	TAA NTE 20 hrs (Attend IEPs)	06/30/2014
131. Bianco, Vera	IF-Sp Ed	04/01/2014
	TAA NTE 2 hrs (Travel on a fieldtrip to Courtney's Sandcastle)	
132. Boulgarides, Gabriela	Blnl Comm Svcs Liaison	04/19/2014
	TAA NTE 7 hrs (Accompany parents and students to Cal Poly Pomona)	
133. Calore, Sarah	IF-Sp Ed	10/08/2013-
	TAA NTE 20.5 hrs (Attend CAT Training classes)	03/13/2014
134. Cameron, Susan	IF-Sp Ed	10/08/2013-
	TAA NTE 20.5 hrs (Attend CAT Training classes)	03/13/2014
135. Cape, Amy	Presch Site Facilitator	02/03/2014-
	TAA NTE 20 hrs (Attend IEPs)	06/30/2014
136. Colletta, Lisa	Student Supvr	03/21/2014-
	TAA NTE 1 hpw (Supervise students)	06/20/2014
137. Cragg, Charlene	IF-Sp Ed	10/08/2013-
	TAA NTE 20.5 hrs (Attend CAT Training classes)	03/13/2014
138. Devor, Sharon	Inst Asst-Sp Ed	05/05/2014-
	TAA NTE 30 hrs (Proctor AP exams)	05/15/2014
139. Duenas-Gonzalez, Evangelina	IF-Sp Ed	10/08/2013-
	TAA NTE 20.5 hrs (Attend CAT Training classes)	03/13/2014
140. Edwards, Breanne	IF-Sp Ed	10/08/2013-
	TAA NTE 20.5 hrs (Attend CAT Training classes)	03/13/2014
141. Eppstein, Susan	Inst Asst-Sp Ed	03/31/2014-
	TAA NTE 25 hrs (Before school intervention)	06/24/2014
142. Fallowfield, Cassandra	Inst Asst-Presch	04/01/2014-
	TAA NTE 20 hrs (Move a new classroom)	04/30/2014

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**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
143. Forbes, Kathryn	Inst Asst TAA NTE 100 hrs (Replenishing science kits for CCSS)	03/25/2014- 06/20/2014
144. Freitas, Jeannine	IF-Sp Ed TAA NTE 20.5 hrs (Attend CAT Training classes)	10/08/2013- 03/13/2014
145. Furniss, Donna	Inst Asst-Sp Ed TAA NTE 12.25 hrs (Attend CAT Training classes)	01/28/2014- 03/13/2014
146. Gapp, Caroline	Inst Asst-Sp Ed TAA NTE 12.25 hrs (Attend CAT Training classes)	01/28/2014- 03/13/2014
147. Ginsberg, Shari	Inst Asst-Sp Ed TAA NTE 12.25 hrs (Attend CAT Training classes)	01/28/2014- 03/13/2014
148. Gruden, Norma	BIngl Comm Svcs Liaison TAA NTE 40 hrs (Assist with Kinder registration, school of choice, and with group SST's for incoming kindergartners)	04/01/2014- 06/24/2014
149. Infante, Claudia	BIngl Comm Svcs Liaison TAA NTE 50 hrs (Assist with Kinder registration, school of choice, and with group SST's for incoming kindergartners)	04/01/2014- 06/24/2014
150. Jocham, Rick	IF-Sp Ed TAA NTE 20.5 hrs (Attend CAT Training classes)	10/08/2013- 03/13/2014
151. Keaney, Alison	IF-Sp Ed TAA NTE 20.5 hrs (Attend CAT Training classes)	10/08/2013- 03/13/2014
152. Knowles, Gloria	IF-Sp Ed TAA NTE 20.5 hrs (Attend CAT Training classes)	10/08/2013- 03/13/2014
153. Linkins, Elizabeth	IF-Sp Ed TAA NTE 20.5 hrs (Attend CAT Training classes)	10/08/2013- 03/13/2014
154. Lodes, Natalia	IF-Sp Ed TAA NTE 20.5 hrs (Attend CAT Training classes)	10/08/2013- 03/13/2014
155. Mar, Araceli	BIngl Clerk TAA NTE 50 hrs (Organize and process materials and orders)	03/21/2014- 06/24/2014
156. Marr, Terry	IF-Sp Ed TAA NTE 20.5 hrs (Attend CAT Training classes)	10/08/2013- 03/13/2014
157. Martinez, Zonia	BIngl Comm Svcs Liaison TAA NTE 65 hrs (Provide education, translation and outreach)	04/14/2014- 05/23/2014
158. McClendon, Lourdes	BIngl Comm Svcs Liaison TAA NTE 90 hrs (Provide education, translation and outreach)	03/17/2014- 06/01/2014
159. McCoy, Kathy	IF-Sp Ed TAA NTE 20.5 hrs (Attend CAT Training classes)	10/08/2013- 03/13/2014

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of Wednesday, April 23, 2014
Classified Employees

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
160. McEwen, Leilani	Student Supvr	03/20/2014-
	TAA NTE 1 hpw (Supervise students)	06/20/2014
161. Migliaccio, Violette	IF-Sp Ed	10/08/2013-
	TAA NTE 20.5 hrs (Attend CAT Training classes)	03/13/2014
162. Norland, Connie	Inst Asst-Sp Ed	03/25/2014-
	TAA NTE 1 hpw (Music prep support for combo teacher)	06/17/2014
163. Oshiro, Dianna	IF-Sp Ed	10/08/2013-
	TAA NTE 20.5 hrs (Attend CAT Training classes)	03/13/2014
164. Pitino-Goodwin, Stacy	IF-Sp Ed	11/01/2013
	TAA NTE 6 hrs (Community Roots Academy in session)	
165. Pitzen, John	IF-Sp Ed	04/16/2014-
	TAA NTE 48 hrs (Attend camp with Journey School)	04/18/2014
166. Reyes Chaves, Stephanie	Student Supvr	03/21/2014-
	TAA NTE 1 hpw (Supervise students)	06/20/2014
167. Rinchik, Sandra	IF-Sp Ed	10/08/2013-
	TAA NTE 20.5 hrs (Attend CAT Training classes)	03/13/2014
168. Scrimsher, Anastasiya	IF-Sp Ed	10/08/2013-
	TAA NTE 20.5 hrs (Attend CAT Training classes)	03/13/2014
169. Soderin, Bonnie	Preschool Site Facilitator	08/18/2013-
	TAA NTE 18 hrs (Pre-registration of infants and toddlers)	09/30/2013
170. Solis, Bertha	Inst Asst-Sp Ed	01/28/2014-
	TAA NTE 12.25 hrs (Attend CAT Training classes)	03/13/2014
171. Spivak, Liora	IF-Sp Ed	10/08/2013-
	TAA NTE 20.5 hrs (Attend CAT Training classes)	03/13/2014
172. Tambakis, Pamela	IF-Sp Ed	10/08/2013-
	TAA NTE 20.5 hrs (Attend CAT Training classes)	03/13/2014
173. Tavernetti, Carmen	Blnl Comm Svcs Liaison	03/18/2014-
	TAA NTE 20 hrs (Provide assistance with homework club)	06/24/2014
174. Ticer, Rebekah	IF-Sp Ed	04/01/2014
	TAA NTE 2 hrs (Travel on a fieldtrip to Courtney's Sandcastle)	
175. Van Patten, Christina	Caregiver	04/01/2014
	TAA NTE 2 hrs (Travel on a fieldtrip to Courtney's Sandcastle)	
176. Van Vleck, Erika	IF-Sp Ed	10/08/2013-
	TAA NTE 20.5 hrs (Attend CAT Training classes)	03/13/2014
177. Vile, Christine	IF-Sp Ed	10/08/2013-
	TAA NTE 20.5 hrs (Attend CAT Training classes)	03/13/2014

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**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
178. Walters, Elaine	IF-Sp Ed TAA NTE 20.5 hrs (Attend CAT Training classes)	10/08/2013- 03/13/2014
179. Webster, Anne	Music Asst TAA NTE 10 hrs (Assist with special projects)	03/17/2014- 03/31/2014
180. Wellington, Patricia	IF-Sp Ed TAA NTE 20.5 hrs (Attend CAT Training classes)	10/08/2013- 03/13/2014
181. Wheeler, Diana	IF-Sp Ed TAA NTE 6 hrs (Community Roots Academy in session)	11/01/2013
182. Zaharson, Kathleen	Student Supvr TAA NTE 1.3 hpw (Supervise students)	02/27/2014- 06/19/2014
183. Ziemer, Donna	Inst Asst-Sp Ed TAA NTE 12.25 hrs (Attend CAT Training classes)	01/28/2014- 03/13/2014
184. Ziff, Christine	IF-Sp Ed TAA NTE 20.5 hrs (Attend CAT Training classes)	10/08/2013- 03/13/2014

**APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED
FOR VACANT POSITION OR ABSENT EMPLOYEE**

<u>Name</u>	<u>Current Position</u>	<u>Position Sub As Needed</u>	<u>Range Step</u>	<u>Effective Date</u>
185. Applegate, Jodi	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-20	04/01/2014- 06/24/2014
186. Bonsangue, Dawnell	IF-Sp Ed (9.5mo/17.5hpw)	Student Supvr	\$10.00 hr	03/17/2014- 06/24/2014
187. Bonsangue, Dawnell	IF-Sp Ed (9.5mo/17.5hpw)	Inst Asst-Sp Ed	R20-1	03/31/2014- 06/24/2014
188. Cashin, Barbara	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Student Supvr Caregiver MS Campus Supvr HS Campus Supvr	\$10.00 hr R19-10 R23-10 R25-10	03/13/2014

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APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED
FOR VACANT POSITION OR ABSENT EMPLOYEE (Cont.)

<u>Name</u>	<u>Current Position</u>	<u>Position Sub As Needed</u>	<u>Range Step</u>	<u>Effective Date</u>
189. Chumley, Stacey	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Student Supvr Caregiver IF-Sp Ed MS Campus Supvr HS Campus Supvr	\$10.00 hr R19-3 R22-3 R23-3 R25-2	03/13/2014
190. Jackes, Annette	MS Campus Supvr (9.5mo/17.5hpw)	Student Supvr Caregiver Inst Asst-Sp Ed IF-Sp Ed HS Campus Supvr	\$10.00 hr R19-10 R20-10 R22-10 R25-10	03/13/2014
191. James, Lonnie	IF-Sp Ed (9.5mo/17.5hpw)	Student Supvr Caregiver Inst Asst-Sp Ed MS Campus Supvr HS Campus Supvr	\$10.00 hr R19-1 R20-1 R23-2 R25-1	03/13/2014
192. Maloney, Lisa	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Student Supvr Caregiver MS Campus Supvr HS Campus Supvr	\$10.00 hr R19-4 R23-4 R25-3	03/13/2014
193. Marroush, Linda	IF-Sp Ed (9.5mo/17.5hpw)	Student Supvr Caregiver Inst Asst-Sp Ed MS Campus Supvr HS Campus Supvr	\$10.00 hr R19-5 R20-5 R23-5 R25-5	03/13/2014
194. Mikhaylovna, Irina	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Student Supvr Caregiver IF-Sp Ed MS Campus Supvr HS Campus Supvr	\$10.00 hr R19-1 R22-1 R23-1 R25-1	03/13/2014
195. Mitchell-Franklin, Alessandria	MS Campus Supvr (9.5mo/17.5hpw)	Student Supvr Caregiver Inst Asst-Sp Ed IF-Sp Ed HS Campus Supvr	\$10.00 hr R19-4 R20-4 R22-6 R25-4	03/13/2014

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APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED
FOR VACANT POSITION OR ABSENT EMPLOYEE (Cont.)

<u>Name</u>	<u>Current Position</u>	<u>Position Sub As Needed</u>	<u>Range Step</u>	<u>Effective Date</u>
196. Paul, Margaret	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Student Supvr Caregiver MS Campus Supvr HS Campus Supvr	\$10.00 hr R19-15 R23-15 R25-10	03/13/2014
197. Riley, Linda	IF-Sp Ed (9.5mo/17.5hpw)	Student Supvr Caregiver Inst Asst-Sp Ed MS Campus Supvr HS Campus Supvr	\$10.00 hr R19-2 R20-2 R23-3 R25-2	03/13/2014
198. Salemi, Zahra	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Student Supvr IF-Sp Ed MS Campus Supvr HS Campus Supvr	\$10.00 hr R22-5 R23-5 R25-4	03/13/2014
199. Sandoval, Leticia	Student Supvr (9.5mo/0hpw)	Student Supvr Caregiver Inst Asst-Sp Ed IF-Sp Ed MS Campus Supvr HS Campus Supvr	\$10.00 hr R19-1 R20-1 R22-1 R23-1 R25-1	03/13/2014
200. Senate, Milisa	Sub HS Campus Supvr	MS Campus Supvr	R23-1	02/27/2014- 06/24/2014
201. Stivers, David	MS Campus Supvr (9.5mo/17.5hpw)	Student Supvr Caregiver Inst Asst-Sp Ed IF-Sp Ed HS Campus Supvr	\$10.00 hr R19-1 R20-1 R22-3 R25-1	03/13/2014
202. Thompson, Khanh	Health Asst (9.5mo/17.5hpw)	Sch Clerk	R23-6	10/21/2013- 06/30/2014
203. Wilfong, Christine	HS Campus Supvr (9.5mo/17.5hpw)	Student Supvr Caregiver Inst Asst-Sp Ed IF-Sp Ed MS Campus Supvr	\$10.00 hr R19-20 R20-20 R22-20 R23-20	03/13/2014

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**APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED
FOR VACANT POSITION OR ABSENT EMPLOYEE (Cont.)**

<u>Name</u>	<u>Current Position</u>	<u>Position Sub As Needed</u>	<u>Range Step</u>	<u>Effective Date</u>
204. Winn, Caroline	IF-Sp Ed (9.5mo/17.5hpw)	Student Supvr Caregiver Inst Asst-Sp Ed MS Campus Supvr HS Campus Supvr	\$10.00 hr R19-1 R20-1 R23-2 R25-1	03/13/2014

APPROVE PROFESSIONAL GROWTH STIPEND

NTE \$500.00

205. Matteson, Steve

206. Rohrer, Linda

APPROVE SUMMER EMPLOYMENT

<u>Name</u>	<u>Current Position</u>	<u>Summer Position</u>	<u>Range Step</u>	<u>Effective Date</u>
207. Herrera, Peter	Storekeeper, (9.5mo/40hpw)	Sub Painter's Help	R29-15	06/25/2014- 09/05/2014
208. Rodriguez, Octavio	FS Delivery Driver, (9.5mo/40hpw)	Sub Painter's Help	R29-15	06/25/2014- 09/05/2014
209. Sanchez, Luis	FS Delivery Driver, (9.5mo/40hpw)	Sub Painter's Help	R29-20	06/25/2014- 09/05/2014
210. Silva, Jose	FS Worker (9.5mo/30hpw)	Sub Painter's Help	R29-1	06/25/2014- 09/05/2014

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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. Baker, Margaret	Teacher	Retirement	08/27/2008	06/25/2014
2. Caouette, Sandra	Substitute Teacher	Personal	09/26/2013	03/14/2014
3. Chelesnik, Amy	Teacher	Child Care	08/29/1997	06/25/2014
4. Clayton, Jamie	Substitute Teacher	District Initiated	03/26/2008	02/21/2014
5. Collings, Janice	Teacher	Retirement	09/01/1989	06/25/2014
6. Cooper, Tina	Teacher	Relocation	08/22/2003	06/30/2014
7. Cox, Catherine	Teacher	Retirement	05/27/1993	06/26/2014
8. Croix, Nora	Teacher	Personal	09/03/1999	06/30/2014
9. Cullinan, Robert	Basketball, Girls' Varsity	Voluntary	07/01/2011	04/14/2014
10. Fitzgerald, Richard	Substitute Teacher	District Initiated	03/12/2013	02/21/2014
11. Govil, Ram	Substitute Teacher	District Initiated	12/16/2009	02/21/2014
12. Guffey, Jeffrey	Teacher	Retirement	09/17/1984	06/30/2014
13. Harris, Sue	Teacher	Retirement	09/11/1990	06/24/2014
14. Hartmark-Harrison, Kimberli	Substitute Teacher	District Initiated	05/23/2011	02/21/2014
15. MacDonald, Collin	Substitute Teacher	Other Employment	03/28/2013	03/25/2014
16. MacIntyre, Michelle	Teacher	Relocation	08/25/2003	06/30/2014
17. Nelson, Patricia	Teacher	Retirement	09/17/1984	06/30/2014
18. Ortiz, James	Substitute Teacher	District Initiated	07/11/2012	02/26/2014
19. Salazar, Arleen	Substitute Teacher	District Initiated	09/12/2013	02/27/2014
20. Sayles, Kenneth	Teacher	Retirement	09/17/1979	06/25/2014
21. Szechy-Linares, Kathryn	Substitute Teacher	District Initiated	02/14/2012	02/27/2014
22. Wallace, Nancy	Teacher	Retirement	01/30/1989	06/26/2014
23. Wilson, Trina-Jo	Teacher	Retirement	09/01/1987	06/26/2014
24. Yemma, Anne	Substitute Teacher	District Initiated	09/07/1995	02/21/2014

APPROVE HOME/HOSPITAL TEACHERS

Pay @ \$35.00 per hour

25. Ahmer, Matt	30. Reimer, Nona
26. Dollar, Erin	31. Rigby, Mike
27. Finnsson, Jamie	32. Selikson, Debbie
28. Meissner, Andrea	33. Stone, Louisa
29. Perez, Deanna	34. Trotter, Chad

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APPROVE SUBSTITUTE TEACHERS

Pay @ \$90.00 per day

- | | |
|--------------------------------------|--------------------------|
| 35. Alpizar, Alexandra | 59. Ohrn, Lisa |
| 36. Bagladi, Briana | 60. Olson, Trina |
| 37. Boyle, Kaitlin | 61. Owen, Karen |
| 38. Brislen, Laird | 62. Paisley, Tammie |
| 39. Chan, Corinne | 63. Peters, Andrea |
| 40. Chizmar, Nancy | 64. Pine, Jennifer |
| 41. Constantino, Giovana | 65. Pirro, Brooks |
| 42. Curtis, Marlene | 66. Rivello, Briana |
| 43. Dewey, Kerry | 67. Ruiz, Emily |
| 44. Dowling, Susan | 68. Rusinkovich, Jacob |
| 45. Efstathiou, Jason | 69. Ruthford, Taylor |
| 46. Endicott, Nancy | 70. Santoke, Mahfrin |
| 47. Ganje, Abigail | 71. Scardina, Jennifer |
| 48. Glasgow, John | 72. Shelton, Susan |
| 49. Haffar, Ann | 73. Shuda, Leslie |
| 50. Hillis, Samantha | 74. Slater, Martin |
| 51. Hoelker, Christine | 75. Ulloa, Glenda |
| 52. Horne, Andrea | 76. Vollebregt, Meaghan |
| 53. Johnson, Dayna | 77. Vu, Kim |
| 54. Cortnee, KleidonKleidon, Cortnee | 78. Wagdy, Noha |
| 55. Kosaka, Catherine | 79. Wainwright, Rachelle |
| 56. Lintz, Amanda | 80. Wright, April |
| 57. Martinez-Burdeos, Cristina | 81. Yang, Monica |
| 58. Montecinos, Oscar | |

APPROVE 6/5^{ths} ASSIGNMENT 2nd SEMESTER

Not to exceed \$19,800.00 for 6/5ths section

- | | |
|------------------|---------------------|
| 82. Corbin, Nick | 83. Minier, Michael |
|------------------|---------------------|

APPROVE ASSIGNMENT ADJUSTMENT

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
84. Banuelos, Christyann	Teacher	STAP I	2013/2014
85. Marsden, Claire	Teacher-100%	Teacher-60%	2013/2014

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APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

To Attend SIOP Training – Multiple Sites

Not to exceed 4 hours non-instructional pay @ \$30.00 per hour
02/05/2014-06/25/2015

- | | |
|----------------------|------------------------|
| 86. Andersen, Shari | 93. Page, Rachel |
| 87. Anderson, Carol | 94. Persinger, Megan |
| 88. Aston, Melanie | 95. Royal, Susan |
| 89. Delprato, Kelly | 96. Tarui, Ester |
| 90. King, Brett | 97. Wiancko, L. Marika |
| 91. Miller, Michelle | 98. Woolston, Carol |
| 92. Monroe, Jana | 99. Zuer, E'lyssa |

To Accompany Parents & Students to Cal Poly Pomona
to Learn about College & Career – Multiple Sites

Not to exceed 7 hours non-instructional pay @ \$30.00 per hour
04/19/2014

- | | |
|---------------------|-----------------------|
| 100. Farias, Sandra | 101. Ordonez, Lourdes |
|---------------------|-----------------------|

To Attend Staff Development class for ADD-SIOP/Thinking Maps – Laguna Niguel Elem

Not to exceed 1 hour non-instructional pay @ \$30.00 per hour
03/06/2014

- | | |
|----------------------------|--------------------------|
| 102. Asakowicz, Laurie | 112. Griffen, Susan |
| 103. Battenfield, Susan | 113. Heard, Kelly |
| 104. Billman, Wendy | 114. Kirk, Marie |
| 105. Cardwell, Linda | 115. Miller, Linda |
| 106. Clark, Scott | 116. O'Halloran, Karen |
| 107. Cuevas, Kristine | 117. Peel, Maureen |
| 108. Cunningham, Constance | 118. Smith, Leslie |
| 109. Cunningham, Pebble | 119. Sweaney, Jill |
| 110. Curtiss-Welsh, Laura | 120. Washington, Melissa |
| 111. Davis, Lori | |

Grade Level Planning – Las Palmas Elem

Not to exceed 10 hours non-instructional pay @ \$30.00 per hour
03/17/2014-06/25/2014

121. Sandoval-Martinez, Anjelica

CAPISTRANO UNIFIED SCHOOL DISTRICT
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APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

To Attend Reading Training – Moulton Elem

Not to exceed 2 hours non-instructional pay @ \$30.00 per hour
03/11/2014-03/18/2014

- | | |
|-------------------------|-------------------------|
| 122. Andersen, Jill | 129. McGinley, Cynthia |
| 123. Brown, Robynne | 130. Morgan, Elizabeth |
| 124. Curran, Laurie | 131. Neeve, Heidi |
| 125. Dornan, Marian | 132. Olsen, Christine |
| 126. Frohling, Sandra | 133. Ortiz, Colleen |
| 127. Love, Jennifer | 134. Picciano, Jennifer |
| 128. McGillivray, Janet | 135. Zeppa, Amy |

Classroom Reorganization at the Start of School – Oak Grove Elem

Not to exceed 6 hours non-instructional pay @ \$30.00 per hour
09/18/2014-09/24/2014

- | | |
|----------------------|--------------------|
| 136. Higgins, Leanne | 137. Loudy, Pamela |
|----------------------|--------------------|

To Prepare and Collaborate for SIOP Training – R.H. Dana Elem

Not to exceed 2 hours non-instructional pay @ \$30.00 per hour
03/10/2014-04/15/2014

- | | |
|----------------------|--------------------|
| 138. Paradise, Susan | 139. Pitkin, Bonny |
|----------------------|--------------------|

To Teach an After School ELA and Math Intervention Class – R.H. Dana Elem

Not to exceed 14 hours instructional pay @ \$35.00 per hour
03/18/2014-05/07/2014

140. Pitkin, Bonny

To Teach an After School Latin Literacy Project Program Class – San Juan Elem

Not to exceed 1.5 hours non-instructional pay @ \$30.00 per hour
02/27/2014-04/04/2014

141. Garcia-Serrato, Martha

To Provide After School Intervention Classes to Students
and Training to Teachers during ASES Program – San Juan Elem

Not to exceed 20 hours instructional pay @ \$35.00 per hour
04/04/2014-06/24/2014

142. Derrig, Sophia

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APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

To Teach Spring After School Academic Club – San Juan Elem

Not to exceed 5 hours instructional pay @ \$35.00 per hour
03/20/2014-06/24/2014

143. Camacho, Isis
144. Derrig, Sophia

145. Porter, Jacqueline

To Attend ADD/SIOP Training – Marco Forster MS

Not to exceed 4 hours non-instructional pay @ \$30.00 per hour
02/10/2014-06/24/2014

146. Almanza, Nadine
147. Caruso, Heather
148. Fox, Megan
149. Frommholz, Eric
150. Gerhard, Dru
151. Johnson, Cheri

152. Martus, Larissa
153. Miller, Maggie
154. Morgan, Ed
155. Mulcahy-Olsen, Eileen
156. Sanabria, Sergio
157. Schroeder, Joanne

Saturday School Proctor – San Clemente HS

Not to exceed 80 hours instructional pay @ \$35.00 per hour
03/13/2014-06/30/2014

158. Ridley, Jeffrey

To Prepare Curriculum Development and Test Preparation – Cal Prep Academy

Not to exceed 30 hours non-instructional pay @ \$30.00 per hour
03/03/2014-06/24/2014

159. Ochwat, Adam

To Prepare for their Presentation for Common Core Training – Education Services

Not to exceed 5 hours non-instructional pay @ \$30.00 per hour
03/11/2014-04/18/2014

160. Alberts, Shannon
161. Arena, Franco
162. Avera, Stephanie
163. Baptiste, Natalie
164. Barnett, Laura
165. Bungartz, Melinda

166. Burch, Jessica
167. Coghill, Molly
168. Frome, Lori
169. Greger, Frank
170. Hanley, Kim
171. Hartje, Marian

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APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

To Prepare for their Presentation for Common Core Training – Education Services

Not to exceed 5 hours non-instructional pay @ \$30.00 per hour

03/11/2014-04/18/2014

- | | |
|--------------------------------|----------------------------------|
| 172. Heavlin-Martinez, Johanna | 182. Reischl, Virginia |
| 173. Jindra, Kim | 183. Sampson, Tim |
| 174. Jones, Chris | 184. Sigafos, Kathleen |
| 175. Mairs, Robin | 185. Sills, Josh |
| 176. McLaughlin, Heather | 186. Skidmore, Michelle |
| 177. Middlebrook, Stacy | 187. Southall, Jackie |
| 178. Murphy, Orla | 188. Tatala, Jen |
| 179. O'Leary, Darla | 189. Votava-Abuharoon, Christine |
| 180. Picazo, Bob | 190. Webster, Donna |
| 181. Popovich, Marc | 191. Weinstein, Dave |

To Proctor GATE Testing – GATE

Not to exceed 6.5 hours instructional pay @ \$35.00 per hour

01/25/2014

192. McCullough, Stephen

Specialized Academic Instruction for Student Mandated by IDR Agreement – Special Education

Not to exceed 7 hours instructional pay @ \$35.00 per hour

01/27/2014-03/07/2014

193. Meissner, Andrea

To Cover for LOA Psychologist – Special Education

Not to exceed 144 hours to be paid @ hourly per diem rate of \$60.49 per hour

03/11/2014-05/20/2014

194. Groves, Lisa

To Attend CAT Classes – Special Education

Not to exceed 10.75 hours non-instructional pay @ \$30.00 per hour

11/05/2013-03/13/2014

- | | |
|-----------------------|---------------------|
| 195. Atencio, Caitlin | 198. Sadler, Rachel |
| 196. Labbe, Jennifer | 199. Snow, Kimberly |
| 197. Rinke, Angela | |

To Provide Support while Speech Pathologist is on LOA – Special Education

Not to exceed 15 hours at hourly per diem rate of \$58.27 per hour

03/28/2014-05/30/2014

200. Tokatlian, Jodie

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APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
201. Bartlett, Stephanie	Outdoor Education, Elementary	Benedict Elem	\$ 110.00	01/21/2014- 01/24/2014
202. Bonetti, Tanya	Outdoor Education, Elementary	Don Juan Avila ES	\$ 110.00	05/27/2014- 05/30/2014
203. Colapinto, Mitch	Outdoor Education, Elementary	Benedict Elem	\$ 110.00	01/21/2014- 01/24/2014
204. Crandall, Lori	Outdoor Education, Elementary	Benedict Elem	\$ 110.00	01/21/2014- 01/24/2014
205. Fairweather, Roklyn	Outdoor Education, Elementary ASB Advisor	Hidden Hills	\$ 110.00 \$ 1,320.00	05/13/2014- 05/16/2014 09/09/2014- 06/24/2014
206. Farrell, Valerie	Outdoor Education, Elementary	Hidden Hills Elem	\$ 110.00	05/13/2014- 05/16/2014
207. Gillis, Lori	Outdoor Education, Elementary	Malcom Elem	\$ 110.00	05/13/2014- 05/14/2014
208. Hardos, Barbara	Outdoor Education, Elementary	Malcom Elem	\$ 110.00	05/20/2014- 05/21/2014
209. Elkins, David	Lacrosse, Girls' Varsity (Head)	Aliso Niguel HS	\$ 3,301.00	02/10/2014- 05/09/2014
210. Johnston, Marianne	Outdoor Education, Elementary	Benedict Elem	\$ 110.00	01/21/2014- 01/24/2014
211. Kolley, Christina	Outdoor Education, Elementary	Don Juan Avila ES	\$ 110.00	05/27/2014- 05/30/2014
212. Martin, Robert	Outdoor Education, Elementary	Malcom Elem	\$ 110.00	05/12/2014- 05/13/2014
213. Nolan, Catherine	Track, Girls' Varsity (Head)	San Juan Hills HS	\$ 3,521.00	02/10/2014- 05/09/2014
214. Simmons, Oz	Volleyball, Boys' Varsity (Head)	Dana Hills HS	\$ 3,301.00	02/14/2014- 05/06/2014
215. Summers, Robert	Track, Boys' Varsity (Head)	San Juan Hills HS	\$ 3,521.00	02/01/2014- 05/15/2014

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of April 23, 2014
Certificated Employees

APPROVE CIF CO-CURRICULAR ASSIGNMENTS

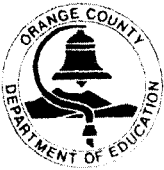
<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
216. Guillen, Taryn	Basketball, Girls' Varsity (Head)	San Juan Hills HS	\$ 352.10	02/18/2014- 02/26/2014
217. Hambrick, Kelly	Basketball, Boys' Varsity (Head)	San Juan Hills HS	\$ 352.10	02/18/2014- 02/21/2014
218. Hernandez, Juan	Basketball, Boys' Varsity (Asst)	San Juan Hills HS	\$ 308.10	02/18/2014
219. Moore, Farrel	Soccer, Girls' Varsity (Head)	San Juan Hills HS	\$ 330.10	02/18/2014

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
220. Briggs, Charles	Football, Varsity (Asst)	San Juan Hills HS	\$ 2,000.00	02/01/2014- 05/06/2014
221. Flowers, Aaron	Football, Varsity (Head)	San Juan Hills HS	\$ 3,000.00	02/01/2014- 05/06/2014
222. Gonzalez, Armando	Football, Varsity (Asst)	San Juan Hills HS	\$ 2,000.00	02/01/2014- 05/06/2014
223. Ortiz, Jaime	Football, Varsity (Head)	San Clemente HS	\$ 1,100.00	03/13/2014- 04/30/2014
224. Wood, Joe	Football, Varsity (Asst)	San Clemente HS	\$ 1,500.00	03/13/2014- 04/30/2014
225. Laster, Don	Waterpolo, Boys'	San Clemente HS	\$ 2,400.00	05/19/2014- 06/20/2014
226. Butler, Peter	Volleyball, Girls' Varsity	Aliso Niguel HS	\$ 2,000.00	02/11/2014- 05/29/2014
	Volleyball, Girls' Freshman		\$ 3,300.00	03/01/2014- 05/31/2014
	Volleyball, Boys' Sophomore			

APPROVE LEAVES OF ABSENCE

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
227. Kruszewski, Richard	Personal	03/24/2014- 06/26/2014
228. Rivero, Alison	Personal	2014/2015



2013-2014 Quarterly Report on Williams Uniform Complaints (Required by Education Code Section 35186)

District: Capistrano Unified School District

Person completing this form: Leona Olson

Title: Executive Director, Personnel Services/Compliance

- | | | |
|--|--------------------------------|---------------------------------------|
| <input type="checkbox"/> Quarter #1 | July 1 to September 30, 2013 | Report due by October 31, 2013 |
| <input type="checkbox"/> Quarter #2 | October 1 to December 31, 2013 | Report due by January 31, 2014 |
| <input checked="" type="checkbox"/> Quarter #3 | January 1 to March 31, 2014 | Report due by April 30, 2014 |
| <input type="checkbox"/> Quarter #4 | April 1 to June 30, 2014 | Report due by July 31, 2014 |

Date information will be reported publicly at governing board meeting: April 23, 2014

Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancies or Misassignments	0		
Facility Conditions	0		
CAHSEE Intensive Instruction & Services (High school districts only)	0		
TOTALS	0		

Print name of Superintendent: **Joseph M. Farley**

Signature of Superintendent: _____

Date: 4/14/14

Please submit to:

Suzie Strelecki
Senior Administrative Assistant
200 Kalmus Drive, B-1009
P.O. Box 9050, Costa Mesa, CA 92628-9050
(714) 966-4336 or fax to: (714) 549-2657