

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

REVISED
8-12-13

BOARD OF TRUSTEES
Regular Meeting

August 14, 2013

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

AGENDA

CLOSED SESSION AT 6:00 P.M.

1. **CALL TO ORDER**
2. **CLOSED SESSION COMMENTS**
3. **CLOSED SESSION** (as authorized by law)
 - A. **CONFERENCE WITH LABOR NEGOTIATORS**
Dr. Joseph M. Farley/Jodee Brentlinger/Clark Hampton/Jon Pearl
Employee Organizations:
 - 1) Capistrano Unified Education Association (CUEA)
 - 2) Capistrano School Employees Association (CSEA)
 - 3) Teamsters
 - 4) Unrepresented Employees (CUMA)*(Pursuant to Government Code §54957.6)*
 - B. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Superintendent
(Pursuant to Government Code §54957)

PUBLIC HEARING: Agenda Item #1 – Recommendation of Tentative Agreement with CUEA for 2013-2014
PUBLIC HEARING: Agenda Item #3 – Material Revision of Oxford Preparatory Academy Charter Petition

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

BOARD AND SUPERINTENDENT COMMENTS

ORAL COMMUNICATIONS (Non-Agenda Items)

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

PUBLIC HEARINGS

1. **PUBLIC HEARING – RECOMMENDATION OF TENTATIVE AGREEMENT WITH CAPISTRANO UNIFIED EDUCATION ASSOCIATION FOR JULY 1, 2013 – JUNE 30, 2014:** INFORMATION/
DISCUSSION

The Board will conduct a public hearing on the recommendation of Tentative Agreement with Capistrano Unified Education Association for July 1, 2013 – June 30, 2014. Supporting information is located in Exhibit 2.

2. **RECOMMENDATION OF TENTATIVE AGREEMENT WITH CAPISTRANO UNIFIED EDUCATION ASSOCIATION FOR JULY 1, 2013- JUNE 30, 2014:** DISCUSSION/
ACTION
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The purpose of this agenda item is to seek approval of the Tentative Agreement between the District and the Capistrano Unified Education Association (CUEA). In addition to the Tentative Agreement, the Public Disclosure of Collective Bargaining Agreement is included in the exhibit. The total estimated fiscal impact of this agreement is an estimated savings to the District of approximately \$9.8 million for the 2013-2014 fiscal year.

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 the Tentative Agreement with CUEA for July 1, 2013 – June 30, 2014.

Motion by _____ Seconded by _____

3. **PUBLIC HEARING – MATERIAL REVISION OF OXFORD PREPARATORY ACADEMY CHARTER PETITION:** INFORMATION/
DISCUSSION

The Board will conduct a public hearing on the Material Revision of Oxford Preparatory Academy Charter Petition. Supporting information is located in Exhibit 4.

CUSD Strategic Plan Pillar 5: Effective Operations

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. MATERIAL REVISION OF OXFORD PREPARATORY ACADEMY CHARTER PETITION:

The District received the Oxford Preparatory Academy – South Orange County (OPA-SOC) Charter Petition on October 31, 2010. The District granted an initial material revision to the Petition on January 25, 2012, to increase its total enrollment from 628 to 772 for 2012-2013, and subsequent school years. On May 28, 2013, the District received OPA-SOC's request for further material revision of its Charter Petition seeking an increase of its independent study enrollment by 60 students, from 100 to 160. A revised request was submitted on July 19, 2013, requesting an increase of enrollment of the OPA-SOC classroom-based program by 32 students from 672 to 704. In total, OPA-SOC requests to increase student enrollment to 864.

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, who will present this item.

Following discussion, it is recommended the Board of Trustees consider the material revisions of the Oxford Preparatory Academy – South Orange County Charter Petition and any conditions for its implementation.

Motion by _____ Seconded by _____

DISCUSSION/ACTION ITEMS

5. RESOLUTION NO. 1314-07 AUTHORIZING THE LEVY OF SPECIAL TAXES IN IMPROVEMENT AREA NO. 2002-1 OF COMMUNITY FACILITIES DISTRICT NO. 90-2:

The Board will be provided information summarizing the three options available for distribution of the refinancing savings as it pertains to Community Facilities District (CFD) No. 90-2, Improvement Area No. 2002-1. Resolution No. 1314-07 authorizes the levy of Special Taxes within Improvement Area (IA) No. 2002-1 of CFD No. 90-2 (Talega) for fiscal year 2013-2014. In order to secure the tax roll for IA No. 2002-1 of CFD No. 90-2 in fiscal year 2013-2014, the District must notify the County of Orange Auditor-Controller no later than August 20, 2013, or other duly authorized date, with a certified copy of Resolution No. 1314-07, along with a copy of the annual levy of Special Taxes for fiscal year 2013-2014. David Taussig & Associates will deliver the required documents on the District's behalf to the County of Orange.

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 provide staff with direction on the distribution of the refinancing savings as it pertains to Improvement Area No. 2002-1 of CFD 90-2 and approve Resolution No. 1314-07 authorizing the levy of Special Taxes in Improvement Area No. 2002-1 of CFD No. 90-2.

DISCUSSION/
ACTION

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EXHIBIT 4

DISCUSSION/
ACTION

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EXHIBIT 5

Motion by _____
ROLL CALL:
Trustee Addonizio _____
Trustee Bryson _____
Trustee Hanacek _____

Seconded by _____
Trustee Hatton _____
Trustee Pritchard _____
Trustee Reardon _____
Trustee Alpay _____

6. RESOLUTION NO. 1314-08 AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 92-1:

The Board will be provided information summarizing the four options available for distribution of the refinancing savings as it pertains to Community Facilities District (CFD) No. 92-1. Resolution No. 1314-08 authorizes the levy of Special Taxes in CFD No. 92-1 (Las Flores) for fiscal year 2013-2014. In order to secure the tax roll for CFD No. 92-1 in fiscal year 2013-2014, the District must notify the County of Orange Auditor/Controller no later than August 20, 2013, or other duly authorized date, with a certified copy of Resolution No. 1314-08 along with a copy of the annual levy of Special Taxes for fiscal year 2013-2014. David Taussig & Associates will deliver the required documents on the District's behalf to the County of Orange.

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 provide staff with direction on the distribution of the refinancing savings as it pertains to CFD No. 92-1 and approve Resolution No. 1314-08, authorizing the levy of Special Taxes in CFD 92-1 (Las Flores) for fiscal year 2013-2014.

Motion by _____
ROLL CALL:
Trustee Addonizio _____
Trustee Bryson _____
Trustee Hanacek _____

Seconded by _____
Trustee Hatton _____
Trustee Pritchard _____
Trustee Reardon _____
Trustee Alpay _____

7. PROPOSED 2013-2014 REVISED SCHOOL CALENDAR:

Trustees approved changes to the 2013-2014 School Calendar at May 8, 2013. After the adoption of the calendar, the District reached a Tentative Agreement with the Capistrano Unified Education Association which necessitated changes to the adopted calendar. This item presents Trustees with the recommended revisions to the District instructional calendar for the 2013-2014 school year.

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, who will present this item.

Following discussion, it is recommended the Board of Trustees approve the proposed 2013-2014 revised school calendar.

Motion by _____

Seconded by _____

DISCUSSION/
ACTION
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EXHIBIT 6

DISCUSSION/
ACTION
Page 33
EXHIBIT 7

8. FIRST READING – REVISIONS TO BOARD POLICY 5160.1, RELEASE OF SPECIAL EDUCATION PUPILS BY BUS DRIVER:

Board Policy 5160.1, *Release of Special Education Pupils by Bus Driver*, is being revised to require the presence of an adult at the drop-off location for preschool and elementary students receiving curb-to-curb transportation. Staff is requesting the Board waive the second reading so the policy may be implemented and parents informed at the start of the 2013-2014 school year. Changes are underlined; deletions are struck through. There is no financial impact.

CUSD Strategic Plan Pillar 2: Safe and Healthy Schools

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

Staff Recommendation

It is recommended the Board President recognize Sara Jocham, Assistant Superintendent, SELPA and Special Education Operations, to present this item.

Following discussion, it is recommended the Board of Trustees waive the second reading and approve the revisions to Board Policy 5160.1, *Release of Special Education Pupils by Bus Driver*.

Motion by _____ Seconded by _____

9. FIRST READING – REVISIONS TO BOARD BYLAW 9100, ANNUAL ORGANIZATIONAL MEETING:

Board Bylaw 9100, *Annual Organizational Meeting*, is being revised to reflect the Board's current practices at its annual organizational meeting. Proposed additions to the Board policy are underlined; deletions are struck through.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Joseph M. Farley, Superintendent

Staff Recommendation

It is recommended the Board President recognize Joseph M. Farley, Superintendent, who will provide information on this item and answer any questions Trustees may have. This is an information item and no Board action is necessary.

CONSENT CALENDAR

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

GENERAL FUNCTIONS

10. SCHOOL BOARD MINUTES:

Approval of the minutes of the July 24, 2013, regular Board meeting.

Contact: Jane Boos, Manager, Board Office Operations

11. CONFLICT OF INTEREST CODE AMENDMENT:

Approval of the amendment to the Conflict of Interest Code Designated Filers. On February 9, 2010, the Board approved a resolution requesting the Board of Trustees adopt a Conflict of Interest Code, which supersedes all prior Conflict of Interest Codes and amendments previously adopted. Michelle Le Patner's designation as Assistant Superintendent, Education Services, Secondary on July 10, 2013, now requires the list of filers be amended. The Conflict of Interest Code, list of designated filers, and disclosure description category, constitute the Conflict of Interest Code of the Capistrano Unified School District and are included as the exhibit for this item. There is no financial impact.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Joseph M. Farley, Superintendent

DISCUSSION/
ACTION

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EXHIBIT 8

INFORMATION/
DISCUSSION

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EXHIBIT 9

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EXHIBIT 10

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EXHIBIT 11

CURRICULUM & INSTRUCTION

12. **ATHLETIC TRAINING AFFILIATE/ALLIED SITE AGREEMENT - CONCORDIA UNIVERSITY:** Page 49
EXHIBIT 12
Approval of the Athletic Training Affiliate/Allied Site Agreement to allow Concordia University to send athletic training students to San Juan Hills High School to receive education experience working under a Certified Athletic Trainer. All collegiate athletic training students must complete a clinical education rotation as part of their degree in Athletic Training. Concordia University students will be supervised at all times by the Athletic Trainer at San Juan Hills High School. There is no financial impact.
CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment
Contact: Michelle Le Patner, Assistant Superintendent, Education Services, Secondary
13. **STUDENT TEACHING AGREEMENT – WESTERN GOVERNORS UNIVERSITY:** Page 55
EXHIBIT 13
Approval of student teaching agreement with Western Governors University. During the school year, master teachers are selected to work with student teachers to fulfill the requirements for student teaching at various institutes of higher education. Student teaching is the fieldwork experience necessary to earn a teaching credential.
CUSD Strategic Plan Pillar 1: Community Relations
Contact: Julie Hatchel, Assistant Superintendent, Education Services, Elementary
14. **EXTENDED SCHOOL YEAR PROPOSAL FOR 2014:** Page 61
EXHIBIT 14
Approval of the proposed 2014 Extended School Year (ESY) program. California Code of Regulations §3043, Title 5, establishes that ESY services shall be provided for each individual with exceptional needs who requires special education and related services in excess of the regular academic year. A student is eligible for ESY if it is determined by the Individualized Education Program team that interruption of the pupil's educational programming may cause regression, when coupled with limited recoupment capacity, rendering it impossible or unlikely the pupil will attain the level of self-sufficiency and independence that would otherwise be expected in view of his or her handicapping condition. For 2014, staff is recommending a 20-day program for ESY students. The proposed ESY classes will be offered at three elementary schools, two middle schools, one high school, and one adult transition center, and will serve approximately 1,100 students. The total cost of the special education ESY program is approximately \$1,800,000. The District is reimbursed approximately \$360,000 for students who participate in this program.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Sara Jocham, Assistant Superintendent, SELPA and Special Education Operations

BUSINESS & SUPPORT SERVICES

15. **PURCHASE ORDERS, COMMERCIAL WARRANTS, AND PREVIOUSLY BOARD – APPROVED BIDS AND CONTRACTS:** Page 63
EXHIBIT 15
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 \$14,848,632.64 and the commercial warrants total \$6,309,345.46. 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

16. DONATION OF FUNDS AND EQUIPMENT:

Page 115

EXHIBIT 16

A number of gifts have been donated to the District, including \$264,121.43 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

17. INDEPENDENT CONTRACTOR, MASTER CONTRACT, AND PROFESSIONAL SERVICES AGREEMENTS:

Page 117

EXHIBIT 17

Approval and ratification of the District standardized Independent Contractor, Professional Services and Master Contract 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 eight new agreements totaling \$462,755, two ratifications to existing agreements totaling \$253,650, eight extensions to existing agreements totaling \$458,900, two extension ratifications to existing agreements totaling \$68,000, and two amendment ratifications to existing agreements adding special conditions.

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 5: Effective Operations

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

18. SPECIAL EDUCATION INFORMAL DISPUTE RESOLUTION AGREEMENTS:

Approval of the ratification of special education Informal Dispute Resolution Agreement Case #065713, Case #066613, and Case #067013. Due to the confidential nature of the agreements, supporting information is provided to Trustees under separate cover.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

19. SPECIAL EDUCATION INFORMAL DISPUTE RESOLUTION AGREEMENT:

Approval of special education Informal Dispute Resolution Agreement Case #013113. Due to the confidential nature of the agreement, supporting information is provided to Trustees under separate cover.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

20. RESOLUTION NO. 1314-03 AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 87-1:

Page 311

EXHIBIT 20

Approval of Resolution No. 1314-03 authorizing the levy of Special Taxes in Community Facilities District (CFD) No. 87-1 (Mission Viejo/Aliso Viejo) for fiscal year 2013-2014. In order to secure the tax roll for CFD No. 87-1 in fiscal year 2013-2014, the District must notify the County of Orange Auditor-Controller no later than August 20, 2013, or other duly authorized date, with a certified copy of Resolution No. 1314-03, along with a copy of the annual levy of Special Taxes for fiscal year 2013-2014. David Taussig & Associates will deliver the required documents on the District's behalf to the County of Orange.

CUSD Strategic Plan Pillar 5: Effective Operations

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

21. **RESOLUTION NO. 1314-04 AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 88-1:** Page 317
EXHIBIT 21
Approval of Resolution No. 1314-04 authorizing the levy of Special Taxes in Community Facilities District (CFD) No. 88-1 (Rancho Santa Margarita) for fiscal year 2013-2014. In order to secure the tax roll for CFD No. 88-1 in fiscal year 2013-2014, the District must notify the County of Orange Auditor-Controller no later than August 20, 2013, or other duly authorized date, with a certified copy of Resolution No. 1314-04, along with a copy of the annual levy of Special Taxes for fiscal year 2013-2014. David Taussig & Associates will deliver the required documents on the District's behalf to the County of Orange.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
22. **RESOLUTION NO. 1314-05 AUTHORIZING THE LEVY OF A SPECIAL TAX IN COMMUNITY FACILITIES DISTRICT NO. 90-1:** Page 323
EXHIBIT 22
Approval of Resolution No. 1314-05 affirming, ratifying, and authorizing the levy of a Special Tax in Community Facilities (CFD) No. 90-1 (Coto de Caza), for fiscal year 2013-2014. The Special Tax of CFD No. 90-1 is collected by the District prior to issuance of any building permit in CFD No. 90-1; therefore, there is no need to notify the County of Orange Auditor-Controller.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
23. **RESOLUTION NO. 1314-06 AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 90-2:** Page 329
EXHIBIT 23
Approval of Resolution No. 1314-06 authorizing the levy of Special Taxes in Community Facilities District (CFD) No. 90-2 (Talega) for fiscal year 2013-2014. In order to secure the tax roll for CFD No. 90-2 in fiscal year 2013-2014, the District must notify the County of Orange Auditor-Controller no later than August 20, 2013, or other duly authorized date, with a certified copy of Resolution No. 1314-06, along with a copy of the annual levy of Special Taxes for fiscal year 2013-2014. David Taussig & Associates will deliver the required documents on the District's behalf to the County of Orange.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
24. **RESOLUTION NO. 1314-09 AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 94-1:** Page 335
EXHIBIT 24
Approval of Resolution No. 1314-09 authorizing the levy of Special Taxes in Community Facilities District (CFD) No. 94-1 (Rancho Santa Margarita) for fiscal year 2013-2014. In order to secure the tax roll for CFD No. 94-1 in Fiscal Year 2013-2014, the District must notify the County of Orange Auditor-Controller no later than August 20, 2013, or other duly authorized date, with a certified copy of Resolution No. 1314-09, along with a copy of the annual levy of Special Taxes for fiscal year 2013-2014. David Taussig & Associates will deliver the required documents on the District's behalf to the County of Orange.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

25. RESOLUTION NO. 1314-10 AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 98-1A:

Page 341
EXHIBIT 25

Approval of Resolution No. 1314-10 authorizing the levy of Special Taxes in Community Facilities District (CFD) No. 98-1A (Pacifica San Juan) for fiscal year 2013-2014. Such Special Taxes were levied, in prior fiscal years, on a partial basis, and for fiscal year 2013-2014, are levied on a partial basis at less than the "Assigned Special Tax" for CFD No. 98-1A. As in prior fiscal years, this is not a precedent for future fiscal years, as to do so would be contrary to contracts previously entered into with the applicable property owner. In order to secure the tax roll for CFD No. 98-1A in fiscal year 2013-2014, the District must notify the County of Orange Auditor-Controller no later than August 20, 2013, or other duly authorized date, with a certified copy of Resolution No. 1314-10, along with a copy of the annual levy of Special Taxes for fiscal year 2013-2014. David Taussig & Associates will deliver the required documents on the District's behalf to the County of Orange.

CUSD Strategic Plan Pillar 5: Effective Operations

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

26. RESOLUTION NO. 1314-11 AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 98-2:

Page 347
EXHIBIT 26

Approval of Resolution No. 1314-11 authorizing the levy of Special Taxes in Community Facilities District (CFD) No. 98-2 (Ladera) for fiscal year 2013-2014. In order to secure the tax roll for CFD No. 98-2 in fiscal year 2013-2014, the District must notify the County of Orange Auditor-Controller no later than August 20, 2013, or other duly authorized date, with a certified copy of Resolution No. 1314-11, along with a copy of the annual levy of Special Taxes for fiscal year 2013-2014. David Taussig & Associates will deliver the required documents on the District's behalf to the County of Orange.

CUSD Strategic Plan Pillar 5: Effective Operations

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

27. RESOLUTION NO. 1314-12 AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 2004-1:

Page 353
EXHIBIT 27

Approval of Resolution No. 1314-12 authorizing the levy of Special Taxes in Community Facilities District (CFD) No. 2004-1 (Rancho Madrina) for fiscal year 2013-2014. In order to secure the tax roll for CFD No. 2004-1 in fiscal year 2013-2014, the District must notify the County of Orange Auditor-Controller no later than August 20, 2013, or other duly authorized date, with a certified copy of Resolution No. 1314-12, along with a copy of the annual levy of Special Taxes for fiscal year 2013-2014. David Taussig & Associates will deliver the required documents on the District's behalf to the County of Orange.

CUSD Strategic Plan Pillar 5: Effective Operations

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

28. RESOLUTION NO. 1314-13 AUTHORIZING LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 2005-1:

Page 359
EXHIBIT 28

Approval of Resolution No. 1314-13 authorizing the levy of Special Taxes in Community Facilities District (CFD) No. 2005-1 (Whispering Hills) for fiscal year 2013-2014. In order to secure the tax roll for CFD No. 2005-1 in fiscal year 2013-2014, the District must notify the County of Orange Auditor-Controller no later than August 20, 2013, or other duly authorized date, with a certified copy of Resolution No. 1314-13, along with a copy of the annual levy of Special Taxes for fiscal year 2013-2014. David Taussig & Associates will deliver the required documents on the District's behalf to the County of Orange.

CUSD Strategic Plan Pillar 5: Effective Operations

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

29. LIMITED USE LICENSE AGREEMENT WITH RANCHO SANTA MARGARITA LANDSCAPE AND RECREATION CORPORATION FOR THE USE OF ARROYO VISTA PARK: Page 365
EXHIBIT 29

Approval of the renewal of the Limited Use License Agreement with Rancho Santa Margarita Landscape and Recreation Corporation (SAMLARC) for student use of Arroyo Vista Park. Arroyo Vista School is located adjacent to Arroyo Vista Park in the City of Rancho Santa Margarita. The park is maintained by SAMLARC, a non-profit homeowners association. Since the school opened in 1992, students from Arroyo Vista School have been using the adjacent park for various activities, operating under a limited use license agreement. The additional space provides the students with greater recreational and physical education opportunities. The Limited Use License Agreement was developed to provide general provisions defining each agency's responsibilities. Terms of the agreement include a defined amount of student use of the park for the current school year for a fee of \$5,000, paid out of the general fund. SAMLARC will be responsible for all ongoing maintenance of the park. The original Limited Use License Agreement was reviewed and approved by District and SAMLARC legal counsels.

CUSD Strategic Plan Pillar 5: Effective Operations

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

30. LIMITED USE LICENSE AGREEMENT WITH RANCHO SANTA MARGARITA LANDSCAPE AND RECREATION CORPORATION FOR USE OF TIJERAS CREEK PARK: Page 385
EXHIBIT 30

Approval of the renewal of the Limited Use License Agreement with Rancho Santa Margarita Landscape and Recreation Corporation (SAMLARC) for student use of Tijeras Creek Park. Tijeras Creek Elementary School is located adjacent to Tijeras Creek Park in the City of Rancho Santa Margarita. The park is maintained by SAMLARC, a non-profit homeowners association. Since the school opened in 2000, students from Tijeras Creek Elementary School have been using the adjacent park for various activities, operating under a limited use license agreement. The additional space benefits the students with greater recreational and physical education opportunities. The Limited Use License Agreement was developed to provide general provisions defining each agency's responsibilities. Terms of the agreement include a defined amount of student use of the park for the upcoming school year for a fee of \$8,900, paid out of the general fund. SAMLARC will be responsible for all ongoing maintenance of the park. The original Limited Use License Agreement was reviewed and approved by District and SAMLARC legal counsels.

CUSD Strategic Plan Pillar 5: Effective Operations

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

31. RATIFICATION OF CHANGE ORDER NO. 20 – BID NO. 1011-11, CAPISTRANO VALLEY HIGH SCHOOL PERFORMING ARTS CENTER: Page 405
EXHIBIT 31

Ratification of Change Order No. 20 related to the construction of the Capistrano Valley High School Performing Arts Center. In a previous action, the Board of Trustees delegated to the Superintendent the authority to approve work orders changing the cost of construction contracts, provided the cost does not exceed \$25,000 per individual work order. This change order aggregates various work orders that may consist of additions, deletions, or other revisions that are now being presented to the Board of Trustees for ratification. All such changes in the work are performed under applicable conditions of the change in contract documents. The approved work orders and the resulting change order are shown in the exhibit. The original contract sum was \$11,975,007. The new contract sum including Change Order No. 20 is \$13,008,904.

CUSD Strategic Plan Pillar 5: Effective Operations

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

32. **RATIFICATION OF THE AVID IMPLEMENTATION AGREEMENT – AVID CENTER:** Page 503
EXHIBIT 32
Ratification of the AVID (Advancement Via Individual Determination) Implementation Agreement with the AVID Center to provide membership, materials, and training for 12 schools listed in the exhibit. The AVID Center provides support to prepare students for college readiness and success in a global society. The contractor will provide services at the rates indicated in the agreement. The term of this agreement is July 1, 2013, through June 30, 2014. Expenditures under this contract are limited to \$41,140, paid by Title II and School and Library Improvement Block Grant funds.
CUSD Strategic Plan Pillar 3: Academic Achievement
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
33. **MASTER SERVICES AND LICENSE AGREEMENT – ACCELERATE EDUCATION:** Page 533
EXHIBIT 33
Approval of the Master Services and License Agreement with Accelerate Education to provide online curriculum for fifth grade students in math, language arts, science, and social studies for Capistrano Virtual School. The contractor will provide services at the rates indicated in the agreement. The term of this agreement is August 15, 2013, through August 14, 2016. Annual expenditures under this contract are limited to \$8,100, paid by Instructional Materials Funding Realignment Program funds.
CUSD Strategic Plan Pillar 3: Academic Achievement
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
34. **PROFESSIONAL SERVICES CONTRACT FOR CURRICULUM AND SERVICES – NATIONAL NETWORK OF DIGITAL SCHOOLS MANAGEMENT FOUNDATION:** Page 541
EXHIBIT 34
Ratification of a Professional Services Contract for Curriculum and Services with National Network of Digital Schools Management Foundation. This agreement provides software, curriculum, consulting, and training services relating to cyber education for the Capistrano Virtual School. The contractor will provide services at the rates indicated in the agreement. The term of this agreement is July 1, 2013, through June 30, 2014. Expenditures under this contract are limited to \$43,000, paid by Instructional Materials Funding Realignment Program funds.
CUSD Strategic Plan Pillar 3: Academic Achievement
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
35. **STUDENTTRACKER FOR HIGH SCHOOLS AGREEMENT – NATIONAL STUDENT CLEARINGHOUSE:** Page 555
EXHIBIT 35
Approval of a StudentTracker for High Schools Agreement with National Student Clearinghouse to provide a nationwide, central repository of information on student enrollment, degrees, diplomas, certificates, and other educational achievements for the District. The term of this agreement is August 15, 2013, through August 14, 2014. The contractor will provide services at the rates indicated in the agreement and expenditures under this contract are limited to \$2,550, paid by the general fund.
CUSD Strategic Plan Pillar 3: Academic Achievement
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
36. **INCOME AGREEMENT – ORANGE COUNTY SUPERINTENDENT OF SCHOOLS:** Page 563
EXHIBIT 36
The contractor will provide services at the rates indicated in the agreement. The term of this agreement is July 1, 2013, through June 30, 2014. Annual expenditures under this contract are limited to \$4,500, paid by special education funds.
CUSD Strategic Plan Pillar 3: Academic Achievement
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

37. LEASE/RENTAL AGREEMENT – ORANGE COUNTY FIRE AUTHORITY:

Page 569

EXHIBIT 37

Ratification of a lease/rental agreement with the Orange County Fire Authority. This agreement provides the use of a District bus on a temporary basis for the transportation of fire explorers during intensive training in July. The income generated from this agreement is \$1,200 and will be deposited into the Transportation Department vehicle replacement account.

CUSD Strategic Plan Pillar 5: Effective Operations

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

38. AWARD REQUEST FOR QUALIFICATIONS NO. 3-1314, MASS NOTIFICATION SYSTEM, SCHOOLMESSENGER, RELIANCE COMMUNICATIONS, LLC:

Approval of the award of Request for Qualifications No. 3-1314, Mass Notification System to SchoolMessenger by Reliance Communications, LLC. On June 26, 2013, the Board of Trustees approved Resolution No. 1213-50, Approval of Mass Notification System Request for Proposals Process and authorized staff to solicit proposals for a mass notification system. Thirteen companies registered and downloaded documents from the District website, and two proposals were received. The proposals were evaluated by staff based on the selection criteria and adherence to submittal requirements. SchoolMessenger by Reliance Communications, LLC was selected for the District's mass notification system based on the evaluation of the system's emergency notification functionality, including security and reliability, District and school messaging functionality, implementation and support plan, company references, and price.

SchoolMessenger's proposal clearly demonstrated experience, knowledge, and a proven track record to deliver millions of important messages via phone, text, and e-mail to our community. With their robust infrastructure, innovative use of technologies and social media, as well as the simple interface for message creation, SchoolMessenger will support the District in its ability to generate more than one million messages annually with great reliability and efficiency. The proposal submitted by SchoolMessenger at \$67,500 includes a 100 percent vendor hosted system, unlimited access and support, professional services and all setup, and onsite training for a cost savings of \$7,500. SchoolMessenger's proposal contained two new applications: Talk About It and Mobile Apps. The purchase of these two applications is under consideration by the District for an additional cost of .50 per student. The cost for the complete system and the two new applications is \$92,500. This procurement is funded by the School and Library Improvement Block Grant. Once negotiations are completed, the contract will be submitted for Board approval. The proposals, evaluation criteria, and consultant 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 1: Community Relations

CUSD Strategic Plan Pillar 4: Safe & Healthy Schools

CUSD Strategic Plan Pillar 5: Effective Operations

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

39. SUBMISSION OF LABOR COMPLIANCE PROGRAM ANNUAL REPORT:

Page 571

EXHIBIT 39

Approval of the submission of the Labor Compliance Program Annual Report for the period of July 1, 2012, through June 30, 2013, to the Department of Industrial Relations (DIR) in accordance with Assembly Bill 1506. To comply with state statutes, the District must submit an annual report to the DIR and share this report with the Board of Trustees. All back wages related to the violations have been paid to the workers, and the assessment of penalties in the amount of \$6,190 has become final.

CUSD Strategic Plan Pillar 5: Effective Operations

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

40. DECLARATION OF SURPLUS ITEMS:

Page 575

EXHIBIT 40

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

41. EXTENSION OF SCHOOL BUS SERVICE AGREEMENT – JSERRA CATHOLIC HIGH SCHOOL:

Page 577

EXHIBIT 41

Approval of the Extension of School Bus Service Agreement No. C1011065 with JSERRA Catholic High School. Through this agreement, the District provides inspections, maintenance, repair, school bus driver training, and bus rental services. The District will offer services at the rates indicated in the agreement. The income received from this agreement provides a positive revenue stream into the District's general fund to offset a portion of the Transportation Department's encroachment.

CUSD Strategic Plan Pillar 5: Effective Operations

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

42. ADVERTISE REQUEST FOR PROPOSAL NO. 5-1314, DEVELOPER FEE CONSULTANT SERVICES:

Page 593

EXHIBIT 42

Approval to advertise for Request for Proposal (RFP) No. 5-1314 for consultant services related to school developer fees. The District requires services related to developer fee justification studies, school facilities needs analysis, and annual and five-year reports. This RFP will provide a competitive process to solicit the most qualified firms to assist the District. The total annual expenditures under this contract are estimated to be \$12,000, funded from the general fund.

CUSD Strategic Plan Pillar 5: Effective Operations

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

PERSONNEL SERVICES

43. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CLASSIFIED EMPLOYEES:

Page 629

EXHIBIT 43

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

44. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED EMPLOYEES:

Page 637

EXHIBIT 44

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

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

Motion by _____

Seconded by _____

ROLL CALL:

Trustee Addonizio _____

Trustee Hatton _____

Trustee Bryson _____

Trustee Pritchard _____

Trustee Hanacek _____

Trustee Reardon _____

Trustee Alpay _____

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

ADJOURNMENT

Motion by _____

Seconded by _____

**THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS WEDNESDAY,
AUGUST 28, 2013, 7:00 P.M. AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE
BOARD ROOM, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA**

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

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

August 14, 2013

**RECOMMENDATION OF TENTATIVE AGREEMENT
WITH CAPISTRANO UNIFIED EDUCATION ASSOCIATION
FOR JULY 1, 2013 – JUNE 30, 2014**

BACKGROUND INFORMATION

The current contract with the Capistrano Unified Education Association (CUEA) expired on June 30, 2013. On May 8, 2013, the Board took action to approve the District's proposal to begin negotiations with CUEA for the 2013-2014 school year. Like other California school districts, the District faces budget reductions in spite of increased funding levels from the Local Control Funding Formula that was recently adopted by the State Legislature.

The District and CUEA negotiation representatives met six times to negotiate an agreement that would utilize additional revenue to restore instructional days and decrease class sizes while also identifying needed budget reductions.

The proposed contract would raise the number of school days to 177 and reduce class sizes. The agreement acknowledges both parties' interest in incrementally decreasing class sizes, which were increased by an average of 1.5 students for the 2012-2013 school year. This proposal would decrease student-teacher ratios by .75 in grades K-3; by .5 in grades 4-5; and by .25 in secondary classes where more staffing flexibility exists. The agreement also documents the parties' interest in continuing to decrease class sizes in future years, and provides mandatory professional development on Common Core State Standards.

Government Code §3547(d) provides the public a "reasonable time" to review the Tentative Agreement after negotiations have taken place. A Notice of Public Hearing, as well as this "Discussion/Action" agenda item, affords the public a reasonable time, as required by law. In addition, the Public Disclosure of the Collective Bargaining Agreement has also been included as required by law.

CURRENT CONSIDERATIONS

The purpose of this agenda item is to seek approval of the Tentative Agreement between the District and CUEA.

FINANCIAL IMPLICATIONS

The total estimated fiscal impact of this agreement is a savings to the District of approximately \$9.8 million for the 2013-2014 fiscal year.

STAFF RECOMMENDATION

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

Following discussion, it is recommended the Board of Trustees approve the Tentative Agreement with CUEA for July 1, 2013 – June 30, 2014.

**TENTATIVE AGREEMENT BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
and
CAPISTRANO UNIFIED EDUCATION ASSOCIATION
For the 2013-2014 CONTRACT
Dated July 22, 2013**

The current "Agreement between the Capistrano Unified School District and Capistrano Unified Education Association," expired on June 30, 2013. Except as amended in this document and/or attachments hereto, the Agreement shall remain in full force and effect through June 30, 2014.

Agreement Amendments:

The parties agree to amend the referenced Agreement Articles and Sections as follows:

Article 5.3.1 Grade K : 292 average minutes daily

Kindergarten teachers shall receive priority to computer/Library on ACE days

~~Minimum day: 180 minutes~~

~~First day of School: 73 minutes~~

Article 5.8.1 K-5 ACE days shall be scheduled per month accordingly:

Article 5.8.1(a) One Ace day dedicated to a one hour staff meeting. No other staff meetings may be called on other defined ACE days (prior to grade level meetings, school wide staff development sessions or independent planning days) unless agreed to per Article 5.8.1.1.

Article 5.8.1(c) Two ACE days a month (~~except January~~ except when there are calendar constraints) to be used for ~~teacher preparation~~ independent planning. The intent is a balance between independent planning and staff meeting/grade level or staff development days over the course of the school year.

Article 5.8.2 6 – 8 ACE days shall be scheduled per month accordingly:

Article 5.8.2(a) One Ace day dedicated to a one hour staff meeting. No other staff meetings may be called on other defined ACE days (prior to grade level/department meetings, school wide staff development sessions or independent planning days) unless agreed to per Article 5.8.2.2.

Article 5.8.3 Late start days at the high school level shall be scheduled with the input and approval of the staff. ~~The frequency, duration, and usage for Late Start days shall be voted on by a secret ballot by a majority of staff members at each respective school.~~ Teachers shall give input on the frequency, duration and usage of Late Start days.

The following processes will be followed based on site needs;

Option 1:

- a. Principal and CUEA site reps work collaboratively to conduct a secret ballot vote to:
 - a. Retain existing Late Start schedule, or;
 - b. Revisit Late Start Schedule
- b. If the majority vote is to retain the existing schedule, the existing schedule will be in place for the upcoming school year
- c. If the majority vote is to revisit the existing schedule, proceed to Option 2

Option 2:

- A. Principal sends a survey to staff to gather input on the frequency, duration, and usage of Late Start days
- B. Leadership Team, CUEA site representatives and administration will collate the input received and develop at least two options for the staff to consider
- C. Staff will vote by secret ballot on options
- D. Votes will be counted by CUEA site representatives and administration
- E. The Option with the most votes will be selected

Article 5.10.2 Delete entire section

Article 5.11 ~~The District agrees to consult with the Association relative to the adoption of appropriate calendar(s) for the following school year prior to April 15 of each school year.~~

Article 5 Spring Conferences will be scheduled for students who are underperforming. Additional conferences to be scheduled at teacher's professional discretion.

Article 14.0 ~~Rapid student growth requires hiring increasing numbers of CUEA unit members. This impact the cost of a 1% salary increase for the bargaining unit and increases the annual cost of step and column.~~

Article 14.1 Delete entire section

Article 14.1.1 Delete entire section

Article 14.2 Article 14.2 becomes the new Article 14.0. Renumber sections

Article 14.3.1.3 Comparable teaching experience as referenced in Article 14.3.1 and 14.3.1.1 shall pertain to those individuals who have taught with a valid credential in a public or private school that is accredited by the state of California for public schools

Article 14.12.1.1 Prior to April 1 of each year, the principal will email the staff requesting each department begin the department chair selection process. Each department, during the month of April, shall allow all individuals interested in being considered by the principal as the department chair for the following school year to submit their name to a vote. The department members shall each vote for minimum of one and a maximum of two nominees. The top two vote getting individuals will have their names forwarded to the principal for consideration.

Memoranda of Understanding (MOUs)

The parties agree to develop and/or continue the following MOUs

Continue MOU on Effective Special Education Programs with the following additions:

Develop strategies to make sure that all pertinent staff is trained and utilizing the practices as described in the MOU.

- By September 30, 2013 – a special staff meeting will be scheduled at each site to review the MOU on effective Special Education Programs, discussed and ideas generated for effective implementation.
- By January 31, 2014 – a special staff meeting will be scheduled at each site to review the effectiveness of the MOU – make necessary adjustments and revisions, if appropriate.

Continue MOU on Article 8.3

The 2012-2013 Article 8.3 MOU “increase(d) class size staffing ratios for regular classes by 1.5 students in grades K-12.”

Effective July 1, 2013, the District shall decrease the class size staffing ratio for regular classes (between .25 and .75 students at grades K-12) from the 2012-2013 level.
Incremental decreases in class size continues to be a shared priority of the parties.

Continue MOU on suspension of Article 8.5 with the following additions:

By September 30 - a special staff meeting will be scheduled to review Effective Special Education Programs and come to consensus on how to utilize funds:

- IEP meetings
- SST meetings
- Special Education Staffings

Sites will submit their consensus decisions to Education Services for review at the October EERC meeting.

Excess funds from 2012-2013 will be carried over and distributed evenly in 2013-2014.

Continue streamlining commitments that preserve and recapture time for teaching and learning as described in 2012-2013 handout (attached two pages):

- CUEA and the District will schedule a joint contract update information meeting to occur by October 15.
- CUEA and the District will develop action steps and timelines to assist effective implementation of streamlining commitments.

Article 5 Develop a pilot MOU to suspend Open Houses for 2013-2014

- ✓ Address inconsistencies across the District of implementation
- ✓ Increase instructional minutes during 2013-2014 by eliminating a minimum day schedule for students
- ✓ Evaluate the purpose of Open House – non-instructional value at the expense of instructional minutes

Article 5 Develop a MOU to implement recommendations of the K-5 Duties Sub-committee for 2013-2014

Article 8 Develop a MOU to Implement combo class sub-committee recommendations during the 2013-2014 school year and review effectiveness in spring 2014

Article 13 Develop a MOU to allow for the continued discussion of Health and Welfare Benefits through October 2013 as new information come available.

Article 14 Develop a MOU to implement the following:

Student calendars will be reduced by three (3) instructional days resulting in a 177 day school year for 2013-2014.

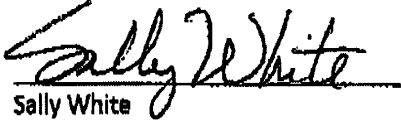
Subject to Common Core funding, unit members shall work an equivalent 183 day work calendar (a two (2) day temporary reduction with a corresponding salary schedule decrease.)

Three (3) days of the 183 day work calendar, shall be designated as mandatory Common Core professional development days. Personal necessity days, as defined in section 10.3.3, shall not be used on Common Core professional development days.

**Tentative Agreement between Capistrano Unified School District and
Capistrano Unified Education Association for the 2013-2014 Contract
Dated July 22, 2013**

Page 5

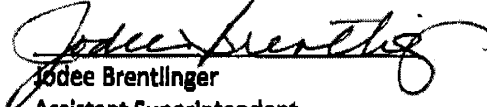
For the Association



Sally White
Bargaining Chair, CUEA
Spokesperson

7/22/13
Date

For the District



Jodee Brentlinger
Assistant Superintendent
Personnel Services
Spokesperson

7/22/13
Date

**Orange County Department of Education
District Fiscal Services**

**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449**

Capistrano Unified School District - Capistrano Unified Education Association

School District - Bargaining Unit: (CUEA)

Certificated, Classified, Other: Certificated

The proposed agreement covers the period beginning: July 1, 2013 and ending: June 30, 2014
(date) (date)

The Governing Board will act upon this agreement on: July 24, 2013
(date)

A. Proposed Change in Compensation

Compensation		Annual Cost Prior to Proposed Agreement FY	Fiscal Impact of Proposed Agreement		
			Year 1 Increase/(Decrease) 2013-14	Year 2 Increase/(Decrease) 2014-15	Year 3 Increase/(Decrease) 2015-16
1	Salary Schedule Decreases: 5 furlough days	\$ 162,096,667 above amt. includes other compensation	\$ (3,803,000)	\$ -	\$ -
			-2.35%	0.00%	0.00%
2	Step and Column Increase (Decrease) Due to movement plus any changes due to settlement	\$ 2,488,548	\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
3	Other Compensation - Increase (Decrease) (Stipends, Bonuses, Longevity, Overtime, etc.)	\$ -	\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
	Add 3 staff development days to meet common core standards which will be paid from the new common core grant		\$ 2,608,000		
4	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.	\$ 24,685,349	\$ (395,000)	\$ -	\$ -
			-1.60%	0.00%	0.00%
5	Health/Welfare Plans	\$ 25,117,478	\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
6	Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 214,388,042	\$ (1,590,000.00)	\$ -	\$ -
7	Total Number of Represented Employees (Use FTEs if appropriate)	2,035.20	0	0	0
8	Total Compensation Average Cost per Employee	\$ 105,340	\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

There is no net increase. For 2013-2014, members will have five (5) furlough days. Permanent reductions of 1.2% of the salary schedule and 3 furlough days were eliminated per the negotiated agreement from 2010.

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

No

11. Please include comments and explanations as necessary.

Three (3) Common Core staff development days will be offered which will be paid for from restricted Common Core monies.

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes ☒ No ☐

If yes, please describe the cap amount.

The plans are capped at the 2010 calendar year rates. The capped amounts vary depending on which plan and whether the employee has dependents.

B. Proposed Negotiated Changes in Noncompensation Items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

Class size was reduced from 2012-13 levels by an average of 0.5 students per class. This is still an increase of 1 student per class above 11-12 contractual levels.

C. What are the specific impacts on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

There is a reduction of three (3) instructional days planned for 2013-2014.

- D. What contingency language is included in the proposed agreement?** Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.
None.

- E. Will this agreement create, increase or decrease deficit financing in the current or subsequent year(s)?**
"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

This agreement will reduce the deficit financing.

- F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

None

G. Source of Funding for Proposed Agreement

1. Current Year

N/A since the settlement is a decrease there is no increased obligation.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

The added furlough days and class size adjustment will be for one year only and will require reopening negotiations for the following year.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

N/A since the settlement is a decrease there are no increased obligations.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Enter Bargaining Unit: **Capistrano Unified Education Association (CUEA)**

	Column 1 Latest Board- Approved Budget Before Settlement (As of 6/27/13) adjusted for negotiations placeholder	Column 2 Adjustments as a Result of Settlement	Column 3 Other Revisions	Column 4 Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 252,191,904	\$ -		\$ 252,191,904
Remaining Revenues (8100-8799)	\$ 37,000,973	\$ -	\$ 8,940,000	\$ 45,940,973
TOTAL REVENUES	\$ 289,192,877	\$ -	\$ 8,940,000	\$ 298,132,877
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 157,608,146	\$ (3,803,000)	\$ (386,000)	\$ 153,419,146
Classified Salaries (2000-2999)	\$ 27,738,180	\$ -	\$ (2,299,000)	\$ 25,439,180
Employee Benefits (3000-3999)	\$ 55,771,523	\$ (748,000)	\$ (396,500)	\$ 54,627,023
Books and Supplies (4000-4999)	\$ 3,584,771	\$ -		\$ 3,584,771
Services, Other Operating Expenses (5000-5999)	\$ 17,169,336	\$ -		\$ 17,169,336
Capital Outlay (6000-6599)	\$ 245,000	\$ -		\$ 245,000
Other Outgo (7100-7299) (7400-7499)	\$ 3,927,363	\$ -		\$ 3,927,363
Direct Support/Indirect Cost (7300-7399)	\$ (4,792,985)	\$ -		\$ (4,792,985)
Other Adjustments				
TOTAL EXPENDITURES	\$ 261,251,334	\$ (4,551,000)	\$ (3,081,500)	\$ 253,618,834
OPERATING SURPLUS (DEFICIT)	\$ 27,941,543	\$ 4,551,000	\$ 12,021,500	\$ 44,514,043
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 2,111,057	\$ -	\$ -	\$ 2,111,057
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ (50,296,653)	\$ -	\$ -	\$ (50,296,653)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (20,244,053)	\$ 4,551,000	\$ 12,021,500	\$ (3,671,553)
BEGINNING BALANCE	\$ 12,655,503			\$ 12,655,503
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ (7,588,550)	\$ 4,551,000	\$ 12,021,500	\$ 8,983,950
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 325,000	\$ -	\$ -	\$ 325,000
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 1,333,012	\$ -	\$ -	\$ 1,333,012
Reserve for Economic Uncertainties (9789)	\$ (9,246,562)	\$ 4,551,000	\$ 12,021,500	\$ 7,325,938
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund				
Enter Bargaining Unit: Capistrano Unified Education Association (CUEA)				
	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 6/27/13) adjusted for negotiations placeholder	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 5,243,532	\$ -		\$ 5,243,532
Remaining Revenues (8100-8799)	\$ 53,760,864	\$ -	\$ 8,850,000	\$ 62,610,864
TOTAL REVENUES	\$ 59,004,396	\$ -	\$ 8,850,000	\$ 67,854,396
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 33,112,641	\$ 2,608,000	\$ -	\$ 35,720,641
Classified Salaries (2000-2999)	\$ 29,436,485			\$ 29,436,485
Employee Benefits (3000-3999)	\$ 19,699,944	\$ 353,000	\$ -	\$ 20,052,944
Books and Supplies (4000-4999)	\$ 6,534,067	\$ -	\$ (650,000)	\$ 5,884,067
Services, Other Operating Expenses (5000-5999)	\$ 11,423,347	\$ -		\$ 11,423,347
Capital Outlay (6000-6599)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ 6,391,845	\$ -	\$ -	\$ 6,391,845
Direct Support/Indirect Cost (7300-7399)	\$ 4,185,453	\$ -		\$ 4,185,453
Other Adjustments				
TOTAL EXPENDITURES	\$ 110,783,782	\$ 2,961,000	\$ (650,000)	\$ 113,094,782
OPERATING SURPLUS (DEFICIT)	\$ (51,779,386)	\$ (2,961,000)	\$ 9,500,000	\$ (45,240,386)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ 50,296,653	\$ -	\$ -	\$ 50,296,653
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (1,482,733)	\$ (2,961,000)	\$ 9,500,000	\$ 5,056,267
BEGINNING BALANCE	\$ 1,482,733			\$ 1,482,733
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ -	\$ (2,961,000)	\$ 9,500,000	\$ 6,539,000
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ 6,539,000
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties (9789)	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund				
Enter Bargaining Unit: Capistrano Unified Education Association (CUEA)				
	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 6/27/13) adjusted for negotiations placeholder	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 257,435,436	\$ -	\$ -	\$ 257,435,436
Remaining Revenues (8100-8799)	\$ 90,761,837	\$ -	\$ 17,790,000	\$ 108,551,837
TOTAL REVENUES	\$ 348,197,273	\$ -	\$ 17,790,000	\$ 365,987,273
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 190,720,787	\$ (1,195,000)	\$ (386,000)	\$ 189,139,787
Classified Salaries (2000-2999)	\$ 57,174,665	\$ -	\$ (2,299,000)	\$ 54,875,665
Employee Benefits (3000-3999)	\$ 75,471,467	\$ (395,000)	\$ (396,500)	\$ 74,679,967
Books and Supplies (4000-4999)	\$ 10,118,838	\$ -	\$ (650,000)	\$ 9,468,838
Services, Other Operating Expenses (5000-5999)	\$ 28,592,683	\$ -	\$ -	\$ 28,592,683
Capital Outlay (6000-6599)	\$ 245,000	\$ -	\$ -	\$ 245,000
Other Outgo (7100-7299) (7400-7499)	\$ 10,319,208	\$ -	\$ -	\$ 10,319,208
Direct Support/Indirect Cost (7300-7399)	\$ (607,532)	\$ -	\$ -	\$ (607,532)
Other Adjustments				
TOTAL EXPENDITURES	\$ 372,035,116	\$ (1,590,000)	\$ (3,731,500)	\$ 366,713,616
OPERATING SURPLUS (DEFICIT)	\$ (23,837,843)	\$ 1,590,000	\$ 21,521,500	\$ (726,343)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 2,111,057	\$ -	\$ -	\$ 2,111,057
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (21,726,786)	\$ 1,590,000	\$ 21,521,500	\$ 1,384,714
BEGINNING BALANCE	\$ 14,138,236			\$ 14,138,236
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ (7,588,550)	\$ -	\$ -	\$ 15,522,950
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 325,000	\$ -	\$ -	\$ 325,000
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ 6,539,000
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 1,333,012	\$ -	\$ -	\$ 1,333,012
Reserve for Economic Uncertainties (9789)	\$ (9,246,562)	\$ 4,551,000	\$ 12,021,500	\$ 7,325,938
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund

Enter Bargaining Unit: Capistrano Unified Education Association (CUEA)

	2013-14	2014-15	2015-16
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Revenue Limit Sources (8010-8099)	\$ 257,435,436	\$ 261,465,284	\$ 266,251,361
Remaining Revenues (8100-8799)	\$ 108,551,837	\$ 99,750,963	\$ 100,947,600
TOTAL REVENUES	\$ 365,987,273	\$ 361,216,247	\$ 367,198,961
EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 189,139,787	\$ 198,835,239	\$ 201,817,767
Classified Salaries (2000-2999)	\$ 54,875,665	\$ 58,748,598	\$ 59,923,570
Employee Benefits (3000-3999)	\$ 74,679,967	\$ 77,053,815	\$ 78,046,883
Books and Supplies (4000-4999)	\$ 9,468,838	\$ 8,986,621	\$ 7,914,526
Services, Other Operating Expenses (5000-5999)	\$ 28,592,683	\$ 29,175,871	\$ 29,760,469
Capital Outlay (6000-6999)	\$ 245,000	\$ 245,000	\$ 245,000
Other Outgo (7100-7299) (7400-7499)	\$ 10,319,208	\$ 10,224,883	\$ 9,968,887
Direct Support/Indirect Cost (7300-7399)	\$ (607,532)	\$ (607,532)	\$ (607,532)
Other Adjustments		\$ (18,000,000)	\$ (18,000,000)
TOTAL EXPENDITURES	\$ 366,713,616	\$ 364,662,495	\$ 369,069,570
OPERATING SURPLUS (DEFICIT)	\$ (726,343)	\$ (3,446,248)	\$ (1,870,609)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 2,111,057	\$ 2,111,057	\$ 2,111,057
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 1,384,714	\$ (1,335,191)	\$ 240,448
BEGINNING BALANCE	\$ 12,941,569	\$ 15,522,950	\$ 14,187,759
CURRENT-YEAR ENDING BALANCE	\$ 15,522,950	\$ 14,187,759	\$ 14,428,207
COMPONENTS OF ENDING BALANCE:			
Nonspendable Reserves (9711-9719)	\$ 325,000	\$ 325,000	\$ 325,000
Restricted Reserves (9740)	\$ 6,539,000	\$ 6,529,585	\$ 6,503,936
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 1,333,012	\$ -	
Reserve for Economic Uncertainties (9789)	\$ 7,325,938	\$ 7,333,174	\$ 7,599,271
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2013-14	2014-15	2015-16
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 366,713,616	\$ 364,662,495	\$ 369,069,570
b.	State Standard Minimum Reserve Percentage for this District is 2%	2.00%	2.00%	2.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 7,334,272.32	\$ 7,293,250	\$ 7,381,391

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties (9789)	\$ 7,296,000	\$ 7,296,000	\$ 7,296,000
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 29,938	\$ 332,504	\$ 537,370
c.	Special Reserve Fund (Fund 17) Budgeted Reserve for Economic Uncertainties (9789)	\$	\$	\$
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$	\$	\$
g.	Total Available Reserves	\$ 7,325,938	\$ 7,628,504	\$ 7,833,370
h.	Reserve for Economic Uncertainties Percentage	2.00%	2.09%	2.12%

3. Do unrestricted reserves meet the state minimum reserve amount?

2013-14	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2014-15	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2015-16	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

4. If no, how do you plan to restore your reserves?

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 5, Page 1 (i.e., increase was partially budgeted), explain the variance below:

6. Please include any additional comments and explanations of Page 4 as necessary:

Although restoration was negotiated prior to this agreement, for the purposes of clarity the amount needed to restore salaries per the 2010 agreement have been included herein.

K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the District Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Capistrano Unified School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Capistrano Unified Education Association Bargaining Unit, during the term of the agreement from July 01, 2013 to June 30, 2014

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

Budget Adjustment Categories:	Budget Adjustment Increase (Decrease)
<u>Revenues/Other Financing Sources</u>	<u>17,790,000</u>
<u>Expenditures/Other Financing Uses</u>	<u>11,251,000</u>
<u>Ending Balance Increase (Decrease)</u>	<u>6,539,000</u>

District Superintendent
(Signature)

14-Aug-13

Date

Chief Business Officer
(Signature)

14-Aug-13

Date

L. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

District Superintendent (or Designee)
(Signature)

14-Aug-13
Date

President or Clerk of Governing Board
(Signature)

14-Aug-13
Date

Philippa Geiger, Executive Director, Fiscal Services
Contact Person

949- 234-9316
Phone

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, CA 92675

August 14, 2013

MATERIAL REVISION REQUEST FOR OXFORD PREPARATORY ACADEMY

BACKGROUND

The District received the Oxford Preparatory Academy – South Orange County (Charter School or OPA – SOC) Charter Petition (Petition) on October 31, 2010. The original Petition indicated that OPA expected 628 students in the first year.

On December 12, 2011, the Board of Trustees received OPA-SOC's request for material revisions of their Charter in which it requested, among other things, that the Board allow OPA-SOC to increase enrollment from 628 to 772 for the 2012-2013 school year and for each school year remaining in the five year charter term. On January 25, 2012, the Board approved OPA-SOC's request.

CURRENT CONSIDERATIONS

Additional Request to Materially Revise the Charter

On May 28, 2013, the District received OPA-SOC's request for a further material revision of their Charter seeking an increase of its independent study enrollment from 100 to 160. By letter dated July 15, 2013, the District advised OPA-SOC that the request did not provide adequate information to allow the District and its Board to evaluate the request consistent with the provision of the Charter School Act, and therefore the District deemed the request incomplete.

In response to the District's concerns, by letter dated July 19, 2013, OPA revised its request for a material revision. The May 28 and July 19 amended request will be referred to herein as the "Combined Material Revision." The Combined Material Revision seeks the following revisions:

1. Increase the enrollment of the independent study program from **100 to 160** (new increase of **60**)
2. Increase the enrollment of its' classroom-based program by **32** students from **672 to 704**.
3. The above changes would increase the total student enrollment to **864**.

OPA-SOC submitted a two-page letter explaining the requested revisions. No other changes were made to the Charter Petition to indicate how these changes will affect other business and operational functions of the Charter School.

Standard of Review for Request for Material Revisions

Education Code §47607 states that material revisions shall be reviewed using the same considerations as the original petition, which considerations are set out in Education Code §47605(b). Education Code §47605(b) sets forth the following guidelines for governing boards to consider in reviewing charter petitions:

- The chartering authority shall be guided by the intent of the Legislature that charter schools are, and should become, an integral part of the California educational system and that establishment of charter schools should be encouraged.
- A school district governing board shall grant a charter for the operation of a school under this part if it is satisfied that granting the charter is consistent with sound educational practice.
- The governing board of the school district shall not deny a petition for the establishment of a charter school unless it makes written factual findings, specific to the particular petition, setting forth specific facts to support one or more of the following findings:
 - (1) The charter school presents an unsound educational program for the pupils to be enrolled in the charter school.
 - (2) The petitioners are demonstrably unlikely to successfully implement the program set forth in the Petition.
 - (3) The petition does not contain the number of signatures required by statute.
 - (4) The petition does not contain an affirmation of each of the conditions required by statute.
 - (5) The petition does not contain reasonably comprehensive descriptions of the required elements of a charter petition.

In addition to the above, the California State Board of Education (SBE) promulgated regulations for the SBE's evaluation of its own charter petition submissions (Cal. Code Regs., tit. 5, §11967.5.1 "Regulations"). Although these Regulations do not apply by law to a school district's review of charter petitions, they are helpful guidance. Where relevant, staff can and will use the text of these Regulations in adopting its final recommendations.

FINANCIAL IMPLICATIONS

Financial implications associated with the request for material revision are unknown at this time. If all 92 students represented in the increased enrollment are currently within the District, the financial impact could be as high as approximately \$502,000 for the 2013-2014 school year.

STAFF RECOMMENDATIONS

Based upon its review and analysis of the Revised Petition, Memorandum of Understanding, and requested Material Revision, staff recommends that the Combined Material Revision be **granted** as follows:

1. **Independent Study Program:** District staff recommends that the Board grant the portion of the Combined Material Revision increasing the Independent Study enrollment, *if* the Charter School abides by its commitment to adequate housing, materials, and staffing to accommodate the increased Independent Study enrollment, as set forth in OPA-SOC's letter of July 19, 2013.
2. **Classroom-Based Program:** District staff notes that it has had less than the 60-day statutory time period to review OPA-SOC's request to increase its classroom-based program (which was received by District staff on July 19, 2013). The District is mindful that OPA-SOC would like the District's Board to take action on this additional request prior to the start of the 2013-2014 school year. However, District staff remains very concerned with the safety considerations related to the increasing enrollment at the Barcelona site. To the extent OPA-SOC is requesting expedited action on the additional request for an increase in its classroom-based program, the District recommends that the Board:
 - a. **Grant** this portion of the Combined Material Revision at this time, *but only if* the Charter School agrees to: (1) cap the total enrollment at the Barcelona site to the enrollment configurations proposed in the Combined Material Revision, this cap would remain in place for the duration of OPA-SOC's use of Barcelona; (2) implement a traditional AM/PM kindergarten program requiring the use of a single classroom for two kindergarten classes (one AM class and one PM class), and (3) house the proposed increased classroom-based enrollment within the existing space allocated to OPA-SOC at the Barcelona site; *or*
 - b. If Charter School fails to agree to the commitments set forth in section (2)(a) above, as indicated by a signed Memorandum of Understanding ("MOU"), on or before August 16, 2013, **postpone** approval or denial of this portion of the Combined Material Revision until no later than September 17, 2013, to allow District staff and OPA-SOC to discuss staff's concerns regarding safety and facilities issues.

3. **MOU:** District staff further recommends that the Board condition any approval of any aspect of the Combined Material Revision on OPA-SOC executing an amendment to its MOU with the District. The MOU should include each of the conditions outlined in this Staff Report, if approved by the Board.

This recommendation is based on the grounds that:

1. Up to ten of the additional independent study students will be placed in the Level 2 “Concurrent” program in which students attend classes three times each week to supplement their independent studies. These additional students will be spread across all grade levels so the impact of these additional students on the existing classroom-based program is nominal, if any.
2. The Charter School has committed to hiring the additional staffing necessary to supervise the remaining additional independent study students who will be enrolled in the Level 1 at-home program.
3. The Charter School will rely on the additional revenue generated by the increased enrollment and the new funding structure for schools (i.e., Local Control Funding Formula) to absorb other added costs associated with the increased enrollment, including, but not limited to, staffing, materials, and facilities.
4. The requested increase in the classroom-based enrollment is to accommodate an additional kindergarten class. The Charter School proposes to house two kindergarten classes within one classroom utilizing an AM/PM kindergarten model. This will not necessitate any additional classroom space be provided to accommodate growth in the seat-based program. Additionally, no modifications to the existing site will need to be made, nor can be made to accommodate the increased enrollment.
5. The total enrollment proposed in the Combined Material Revision reaches the maximum capacity of students for the Barcelona site without jeopardizing student health, welfare and safety.

Although District staff is recommending approval of the Combined Material Revision, it is noted that OPA-SOC will be bringing forward a Charter Renewal Petition in the coming months. The District has previously advised the Charter School that it intends to review several areas of the Petition as part of the renewal process. District staff will also look very closely at the cumulative effect of multiple increases in enrollment on the Charter School’s educational program, as well as the budgetary and other operational aspects of the Charter School.

**CAPISTRANO UNIFIED SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 90-2, IMPROVEMENT AREA NO. 2002-1
SUMMARY OF FY 2013-14 LEVY SCENARIOS**

Scenario	Proposed FY 2013-14 Total Levy	Proposed FY 2013-14 Levy for Facilities	% of Assigned Special Tax	FY 2013-14 Special Tax Levy per Typical Home [1]	% Change from FY 2012-13 Special Tax Levy
1: Savings Goes to Reduce Levy	\$3,313,613	\$313,888	85.64%	\$1,850	-12.66%
2: Savings Goes to Facilities	\$3,869,450	\$868,057	100.00%	\$2,161	1.99%
3: Savings Goes 50% to Reduce Levy, 50% to Facilities	\$3,592,368	\$591,806	92.84%	\$2,006	-5.31%

[1] Based on the average unit size of 2,818 SF for 1,735 individually-owned residential units.

taussig-client/CAPO.USD/CFD90_2.adm/13-14/Tax Rate Scenarios

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1314-07

**AUTHORIZING THE LEVY OF SPECIAL TAXES IN IMPROVEMENT AREA NO.
2002-1 OF COMMUNITY FACILITIES DISTRICT NO. 90-2 (TALEGA) FOR FISCAL
YEAR 2013-2014**

WHEREAS, the Capistrano Unified School District (“District”) previously established Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega) (“CFD No. 90-2”) and, on June 24, 2002, pursuant to Resolution No. 0102-102 designated Improvement Area No. 2002-1 of CFD 90-2 (“Improvement Area”), authorized the issuance of bonded indebtedness of the Improvement Area in an amount not to exceed \$50,000,000 and established an appropriations limit therefor, all pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended (“Act”); and

WHEREAS, the Board of Trustees (“Board”) called and duly held an election on June 24, 2002, in the Improvement Area for the purpose of presenting to the qualified electors within CFD No. 90-2 Propositions A, B and C, authorizing the levy of “Special Taxes” and the above-described issuance of bonded indebtedness within the Improvement Area, which Propositions were approved by more than two-thirds of the votes cast at said election, thereby authorizing the Board to levy the Special Taxes described in Propositions A, B and C, for the purposes described therein and to take the necessary steps to levy the Special Taxes authorized by Propositions A, B and C; and

WHEREAS, the Board acting as the legislative body of the Improvement Area is authorized pursuant to Resolutions No. 0102-102 and Ordinance No. 2002-90-2 (“Ordinance”) to levy a Special Tax on property in the Improvement Area which shall be sufficient to pay principal, interest and administrative expenses with respect to all bonds of CFD No. 90-2, to pay for the construction, acquisition and rehabilitation of certain public facilities authorized to be financed by the levy of Special Taxes of the Improvement Area pursuant to Resolution No. 0102-102 and to pay all expenses incidental thereto; and

WHEREAS, the District has previously issued bonds in an aggregate principal amount of \$49,675,000 designated as the “Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega) Series 2003 Special Tax Bonds (Improvement Area No. 2002-1)” (“Prior Bonds”); and

WHEREAS, the District additionally issued its \$43,110,000 Community Facilities District No. 90-2 of the Capistrano Unified School District (Improvement Area No. 2002-1) Series 2013 Special Tax Refunding Bonds (“2013 Bonds”) for the purpose of refunding the Prior Bonds on July 31, 2013; and

WHEREAS, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2013-2014 for the purpose specified in the Ordinance, by the adoption of a “Resolution” as specified by the Act and the Ordinance; and

WHEREAS, the Special Taxes being levied hereunder are at the rate or at a lower rate than provided by the Ordinance.

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of the Capistrano Unified School District, acting in its capacity as the legislative body of Improvement Area No. 2002-1 of the Community Facilities District No. 90-2, does hereby resolve, determine, and order as follows:

Section 1. The above recitals are true and correct.

Section 2. The Special Tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

Section 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within the Improvement Area which are not otherwise exempt from taxation under the Act or the Ordinance, the Special Taxes for Fiscal Year 2013-2014 at the tax rates set forth in the report prepared by David Taussig and Associates entitled “Capistrano Unified School District Fiscal Year 2013-2014 Administration” (“DTA 2013-2014 Administration Report”) submitted herewith. The DTA 2013-2014 Administration Report is on file at the District Office, and is by this reference herein incorporated, which sets forth rates that do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, the Deputy Superintendent, Business and Support Services of the District, or designee, may make any necessary modifications to these Special Taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Taxes applicable to any category of parcels.

Section 4. All of the collections of the Special Tax shall be used only as provided for in the Act and Resolution No. 0102-102. The Special Tax shall be levied only so long as needed to accomplish the purposes described in Resolution No. 0102-102.

Section 5. The Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes as such procedure may be modified by law or this Board from time to time.

Section 6. When 2013 Bonds are sold and issued, or such Special Taxes pledged as to 2013 Bonds issued as a cumulative remedy, if any amount levied as a Special Tax for payment of 2013 Bond interest or principal, together with any penalties and other charges accruing under this Resolution, are not paid when due, the Board may, not later than four years after the due date of the last installment of principal on the 2013 Bonds, order that the same be collected by an action brought in the superior court to foreclose the lien of such Special Tax. The Deputy

Superintendent, Business and Support Services of the District, is authorized to pursue collection thereof and to commence such proceedings consistent with the applicable provisions of any 2013 Bonds issued on behalf of the Improvement Area.

Section 7. The actions of District staff heretofore taken in order to obtain consent from the Orange County Auditor-Controller to a later filing date are hereby ratified and the Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Orange County Auditor-Controller, together with other supporting documentation as may be required to place said Special Taxes on the secured property tax roll for Fiscal Year 2013-2014 on or before August 20, 2013, or other duly authorized date, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

ADOPTED, SIGNED, AND APPROVED this 14th day of August, 2013.

BOARD OF TRUSTEES OF THE CAPISTRANO
UNIFIED SCHOOL DISTRICT ACTING AS THE
LEGISLATIVE BODY OF IMPROVEMENT
AREA NO. 2002-1 OF COMMUNITY
FACILITIES DISTRICT NO. 90-2 OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT
(TALEGA)

By:

John M. Alpay, President of the Board of
Trustees of the Capistrano Unified School
District

By:

Anna Bryson, Clerk of the Board of Trustees
of the Capistrano Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Anna Bryson, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District at a meeting of the Board of Trustees held on the 14th day of August, 2013, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Anna Bryson, Clerk of the Board of Trustees
of the Capistrano Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Anna Bryson, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved, and adopted by the Board of Trustees of the Capistrano Unified School District at a regular meeting of said Board held on the 14th day of August, 2013.

Anna Bryson, Clerk of the Board of Trustees of the
Capistrano Unified School District

**CAPISTRANO UNIFIED SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 92-1
SUMMARY OF FY 2013-14 LEVY SCENARIOS**

Scenario	Proposed FY 2013-14 Total Levy	Proposed FY 2013-14 Levy for Facilities	% of Assigned Special Tax	FY 2013-14 Special Tax Levy per Typical Home [1]	% Change from FY 2012-13 Special Tax Levy
1: Savings Goes to Reduce Levy	\$2,552,814	\$550,000	61.13%	\$1,467	-10.09%
2: Savings Goes to Facilities	\$2,841,790	\$838,109	68.05%	\$1,633	0.08%
3: Savings Goes 50% to Reduce Levy, 50% to Facilities	\$2,697,302	\$694,055	64.59%	\$1,550	-5.01%
4: Savings Goes to Reduce Levy, Levy Additional \$120k for Facilities to Account for Lost Reserve Fund Interest Earnings	\$2,673,175	\$670,000	64.02%	\$1,537	-5.86%

[1] Based on the average unit size of 2,125 SF for 1,477 individually-owned residential units, excluding apartments.

taussig-client/CAPO.USD/CFD92_1.ADM/13_14/Tax Rate Scenarios

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1314-08

**AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES
DISTRICT NO. 92-1 (LAS FLORES) FOR FISCAL YEAR 2013-2014**

WHEREAS, the Capistrano Unified School District (“District”) previously established Community Facilities District No. 92-1 of the Capistrano Unified School District (Las Flores) (“CFD No. 92-1”) pursuant to the term and provisions of the Mello-Roos Community Facilities Act of 1982, as amended (“Act”); and

WHEREAS, CFD No. 92-1 issued its Series 1993 Special Tax Bonds on September 9, 1993, in the amount of \$8,515,000 (“Series 1993 Bonds”) pursuant to Resolution No. 93-76 adopted by the Board of Trustees (“Board”) of the District acting as the legislative body of CFD No. 92-1, on August 16, 1993; and

WHEREAS, CFD No. 92-1 issued its Series 1997 Special Tax Bonds on January 16, 1997, in the amount of \$12,500,000 (“Series 1997 Bonds”) pursuant to Resolution No. 9697-52 adopted by the Board on November 18, 1996; and

WHEREAS, CFD No. 92-1 issued its Series 1998 Special Tax Bonds on July 1, 1998, in the amount of \$31,360,000 (“Series 1998 Bonds”) for the purposes of refunding the Series 1993 Bonds and the Series 1997 Bonds and to finance additional capital facilities, pursuant to Resolution No. 9798-12 adopted by the Board on May 18, 1998; and

WHEREAS, on April 19, 1993, the Board, acting as the legislative body of CFD No. 92-1, adopted Ordinance No. 92-1-1 which authorized the levy and collection of the “Special Taxes” within CFD No. 92-1 (“Ordinance”), as provided in the Act and Ordinance and as approved by the qualified electors; and

WHEREAS, the District additionally issued its \$14,430,000 Community Facilities District No. 92-1 of the Capistrano Unified School District Series 2013 Special Tax Refunding Bonds (“2013 Bonds”) for the purpose of refunding the Series 1998 Bonds on July 31, 2013; and

WHEREAS, the Board acting as the legislative body of CFD No. 92-1 is authorized pursuant to the resolutions of such Board forming CFD No. 92-1 (“Resolutions of Formation”) and the Ordinance to levy a Special Tax sufficient to pay principal, interest and administrative expenses with respect to all bonds of CFD No. 92-1, including the Series 2013 Bonds, to pay certain costs of the “Facilities” (as defined in the Resolutions of Formation) and to pay all expenses incidental thereto; and

WHEREAS, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2013-2014, for the purpose specified in the Ordinance, by the adoption of a “Resolution” as specified by the Act and the Ordinance; and

WHEREAS, the Special Taxes being levied hereunder are at the rate or at a lower rate than provided by the Ordinance.

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of the Capistrano Unified School District, acting in its capacity as the legislative body of the Community Facilities District No. 92-1, does hereby resolve, determine, and order as follows:

Section 1. The above recitals are all true and correct.

Section 2. The Special Tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

Section 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within CFD No. 92-1, which are not otherwise exempt from taxation under the Act or the Ordinance, the Special Taxes for Fiscal Year 2013-2014 at the tax rates set forth in the report prepared by David Taussig and Associates entitled "Capistrano Unified School District Community Facilities District Fiscal Year 2013-2014 Administration" ("DTA 2013-2014 Administration Report") submitted herewith. The DTA 2013-2014 Administration Report is on file at the District Office, and is by this reference herein incorporated, which sets forth rates that do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, the Deputy Superintendent, Business and Support Services of the District, or designee, may make any necessary modifications to these Special Taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Taxes applicable to any category of parcels.

Section 4. All of the collections of the Special Tax shall be used only as provided for in the Act and the Resolutions of Formation. The Special Tax shall be levied only so long as needed to accomplish the purposes described in the Resolutions of Formation.

Section 5. The Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes as such procedure may be modified by law or this Board from time to time.

Section 6. When Bonds are sold and issued, or such Special Taxes are pledged as to Bonds issued as a cumulative remedy, if any amount levied as a Special Tax for payment of Bond interest or principal, together with any penalties and other charges accruing under this Resolution, are not paid when due, the Board may, not later than four years after the due date of the last installment of principal on the Series 1998 Bonds, order that the same be collected by an action brought in the superior court to foreclose the lien of such Special Tax. The Deputy Superintendent, Business and Support Services of the District, is authorized to pursue collection thereof and to commence such proceedings consistent with the applicable provisions of any Bonds issued on behalf of CFD No. 92-1.

Section 7. The actions of District staff heretofore taken in order to obtain consent from the Orange County Auditor-Controller to a later filing date are hereby ratified and the Clerk is hereby authorized and directed to transmit a certified copy of this Resolution and the DTA Annual Report to the Orange County Auditor, together with other supporting documentation as may be required to place said Special Taxes on the secured property tax roll for Fiscal Year 2013-2014 on or before August 20, 2013, or other duly authorized date, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

ADOPTED, SIGNED AND APPROVED this 14th day of August, 2013.

BOARD OF TRUSTEES OF THE CAPISTRANO
UNIFIED SCHOOL DISTRICT ACTING AS THE
LEGISLATIVE BODY OF COMMUNITY
FACILITIES DISTRICT NO. 92-1 OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT
(LAS FLORES)

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

By: _____
Anna Bryson, Clerk of the Board of Trustees
of the Capistrano Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Anna Bryson, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District at a meeting of the Board of Trustees held on the 14th day of August, 2013, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Anna Bryson, Clerk of the Board of Trustees
of the Capistrano Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Anna Bryson, Clerk of the Board of Trustees of the Capistrano Unified School District, State of California, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 14th day of August, 2013.

Anna Bryson, Clerk of the Board of Trustees of the
Capistrano Unified School District

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California
PROPOSED 2013-2014 REVISED SCHOOL CALENDAR

INDEPENDENCE DAY HOLIDAY (Legal Holiday)	Thursday, July 4, 2013
Adult Transition Program Teacher Furlough Days	Thursday-Friday, Aug. 8-9, 2013
<i>Adult Transition Program-Teacher Furlough Day</i>	<i>Friday, Aug. 9, 2013</i>
Adult Transition Program -Teacher Pre-Service Days	Monday-Tuesday Aug. 12-13, 2013
<u>Adult Transition Program (ATP) OPENING DAY OF SCHOOL</u>	Wednesday, Aug. 14, 2013
LABOR DAY (Legal Holiday)	Monday, Sept. 2, 2013
Teacher Furlough Days	Tues.-Wed., Sept. 3-4, 2013
<i>Teacher Furlough Day (Except ATP)</i>	<i>Tuesday, Sept. 3, 2013</i>
New Teacher - Pre-service Day	Thursday, Sept. 5, 2013
All Teachers - Pre-service Day	Friday, Sept. 6, 2013
<u>OPENING DAY OF SCHOOL</u>	Monday, Sept. 9, 2013
(Minimum Day Elementary)	
Back-to-School Week, Middle School	Tues.-Thurs., Sept. 17-19, 2013
(Minimum day per individual school site calendar)	
Back-to-School Week, High School	Mon.-Thurs., Sept. 23-26, 2013
(Minimum day per individual school site calendar)	
Back-to-School Week, Elementary	Tuesday-Thursday, Oct. 1-3, 2013
(Minimum day per individual school site calendar)	
<i>Instructional Furlough Day/Common Core State Standards Training</i>	<i>Friday, Oct. 4, 2013</i>
<u>End of First Progress Reporting Period (High School)</u>	Friday, Oct. 18, 2013
<u>End of First Reporting Period - Elementary</u>	Thursday, Oct. 31, 2013
<i>Parent Conferences, Elementary (Minimum Days)</i>	<i>Tues.-Weds., Oct. 29-30, 2013</i>
<i>Parent Conferences, Elementary (Pupil Free Day-Elementary)</i>	<i>Thurs.-Fri., Oct. 31-Nov. 1, 2013</i>
PUPIL FREE DAY (No school for all students)	Friday, Nov. 1, 2013
Non-Work Day for Secondary Teachers	Friday, Nov. 1, 2013
Parent Conferences, Elementary (Pupil Free Day-Elementary)	Friday, Nov. 1, 2013
Parent Conferences, Elementary (Minimum Days)	Mon.-Thurs., Nov. 4-7, 2013
<u>End of First Quarter - Middle School</u>	Friday, Nov. 8, 2013
VETERANS DAY (Legal Holiday)	Monday, Nov. 11, 2013
THANKSGIVING RECESS (Recess for Students and Teachers)	Mon.-Wed., Nov. 25-27, 2013
THANKSGIVING HOLIDAYS (Legal and Local Holiday)	Thursday-Friday, Nov. 28-29, 2013
<u>SCHOOL RESUMES</u>	Monday, Dec. 2, 2013
<u>End of Second Progress Reporting Period (High School)</u>	Friday, Dec. 6, 2013
WINTER RECESS (Recess for Students and Teachers)	Mon.-Fri., Dec. 23, 2013-Jan. 3, 2014
CHRISTMAS HOLIDAYS (Local and Legal Holiday)	Tuesday-Wednesday, Dec. 24-25, 2013
HOLIDAY TO REPLACE ADMISSION DAY (Local Holiday)	Tuesday, Dec. 31, 2013
NEW YEAR'S DAY (Legal Holiday)	Wednesday, Jan. 1, 2014
<u>SCHOOL RESUMES</u>	Monday, Jan. 6, 2014
<i>Instructional Furlough Day/Common Core State Standards Training</i>	<i>Monday, Jan. 6, 2014</i>
<u>SCHOOL RESUMES</u>	<i>Tuesday, Jan. 7, 2014</i>
DR. MARTIN LUTHER KING, JR. DAY (Legal Holiday)	Monday, Jan. 20, 2014
Final Exam Days, High School (Minimum Days, High School)	Wed.-Fri., Jan. 29-31, 2014
<i>Final Exam Days, High School (Minimum Days, High School)</i>	<i>Tues.-Thurs., Feb 4-6, 2014</i>
End of First Semester	Friday, Jan. 31, 2014
<i>End of First Semester</i>	<i>Friday, February 7, 2014</i>
<u>SECOND SEMESTER BEGINS</u>	Monday, Feb. 3, 2014
<u>SECOND SEMESTER BEGINS</u>	Monday, Feb. 10, 2014
<i>First Semester Wrap-up Activities, Middle & High School</i>	<i>Friday, February 7, 2014</i>
<i>Middle and High School Pupil Free Day</i>	<i>Friday, February 7, 2014</i>
LINCOLN DAY (Legal Holiday)	Friday, Feb. 14, 2014
WASHINGTON DAY (Legal Holiday)	Monday, Feb. 17, 2014
<u>End of First Progress Reporting Period (High School)</u>	Friday, Mar. 14, 2014
<u>End of Second Reporting Period - Elementary</u>	Friday, Mar. 14, 2014
Parent Conferences, Elementary (Minimum Days, Elementary Schools)	Monday-Friday, Mar. 24-28, 2014
<u>End of Third Quarter - Middle School</u>	Friday, Apr. 4, 2014
SPRING HOLIDAY (Local Holiday)	Monday, Apr. 7, 2014
SPRING RECESS (Recess for Students and Teachers)	Tuesday-Friday, Apr. 8-11, 2014

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California
PROPOSED 2013-2014 REVISED SCHOOL CALENDAR

<u>SCHOOL RESUMES</u>	Monday, Apr. 14, 2014
<i>Instructional Furlough Day/Common Core State Standards Training</i>	Monday, Apr. 21, 2014
<i>End of Second Progress Reporting Period (High School)</i>	Friday, May 2, 2014
MEMORIAL DAY (Legal Holiday)	Monday, May 26, 2014
ATP Students/Staff - Last Day of School	Thursday, May 29, 2014
(Minimum Day for ATP students only)	
<u>ATP Students/Staff - Last Day of School</u>	Friday, May 30, 2014
<u>(Minimum Day for ATP students only)</u>	
ATP Teacher Furlough Day	Friday, May 30, 2014
<u>ATP Teacher Furlough Day</u>	Monday, June 2, 2014
Final Exam Days, High School (Minimum Days, High Schools)	Thurs. Mon., June 19-23, 2014
<u>Final Exam Days, High School (Minimum Days, High Schools)</u>	Fri.-Tues., June 20-24, 2014
<u>LAST DAY OF SCHOOL FOR ALL STUDENTS</u>	Monday, June 23, 2014
(Minimum Day for All Students/Graduation Ceremonies)	Monday, June 23, 2014
(End of Second Semester- Secondary)	
(End of Third Progress Reporting Period- Elementary)	
<u>LAST DAY OF SCHOOL FOR ALL STUDENTS</u>	Tuesday, June 24, 2014
<u>(Minimum Day for All Students/Graduation Ceremonies)</u>	Tuesday, June 24, 2014
<u>(End of Second Semester- Secondary)</u>	
<u>(End of Third Progress Reporting Period- Elementary)</u>	
<u>LAST DAY OF SCHOOL FOR ELEMENTARY TEACHERS</u>	Monday, June 23, 2014
<u>LAST DAY OF SCHOOL FOR ELEMENTARY TEACHERS</u>	Tuesday, June 24, 2014
<u>LAST DAY OF SCHOOL FOR ALL SECONDARY TEACHERS</u>	Tuesday, June 24, 2014
<u>LAST DAY OF SCHOOL FOR ALL SECONDARY TEACHERS</u>	Wednesday, June 25, 2014
Teacher Furlough Day	Wednesday, June 25, 2014
<u>Teacher Furlough Day</u>	Thursday, June 26, 2014

Instructional Furlough Day for Common Core State Standards Training –

--Students do not attend school these days. Teachers attend training.

Friday, October 4, 2013

Monday, January 6, 2014

Monday, April 21, 2014

Pupil Free Days — Students do not attend school these days.

Elementary:

Thursday, October 31, 2013 and Friday, November 1, 2013—Elementary Parent Conferences

Middle and High School:

Friday, November 1, 2013

Friday, February 7, 2014—End of Semester Wrap Up

RELEASE OF SPECIAL EDUCATION STUDENTS ~~PUPILS~~ BY BUS DRIVER

Special Education students ~~pupils~~ requiring curb-to-curb ~~door-to-door~~ transportation (i.e. ~~preschool, severely handicapped, orthopedically impaired, or administrative determination~~) are to be released by the bus driver only to a responsible adult upon the student's ~~pupil's~~ return home. Any exceptions to this procedure shall be on a written request form from the parent to the principal and should state to whom the driver may release the student ~~child~~ and on what dates or for what period such an arrangement has been made. The presence of a responsible adult is required for students in preschool or elementary school. If there is no adult to receive the student ~~child~~ and if no prior arrangements have been made by the parent, no drop off will be made in accordance with District transportation procedures. ~~the child is to be returned to school and the parent notified.~~

Policy
adopted: August 18, 1997
revised:

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

ORGANIZATION

Annual Organizational Meeting

The Board of Trustees shall meet annually on a day within a 15-day period beginning with the last Saturday in November for the purpose of reorganizing the Board. (Education Code 35143)

The Superintendent will open the meeting as presiding officer and oversee the election of the Board President. The gavel will then be turned over to the President who will preside over the remaining of the meeting.

Order of Business

This order of business following election of the Board President shall be:

1. Elect vice president.
2. Elect clerk.
3. Set meeting time, place and day.
4. Select ~~Elect~~ representative to the nominating committee of the Orange County Committee on School District Organization.
5. Select ~~Elect~~ Orange County School Boards Political Action Committee representatives.
6. ~~Elect Orange County Traffic Committee representative.~~
7. Select ~~Elect~~ Regional Occupational Program representatives.
8. Select ~~Elect~~ representatives to serve on ~~selected~~ various boards and committees.
9. Select ~~Elect~~ representatives to serve on the Capistrano Unified School District Foundation.
10. Select ~~Elect~~ representative to serve on the District Restructuring Council.
11. ~~Readopt in resolution form District policy on Role and Responsibilities of Members of the Board of Trustees.~~
12. Such other business as may be determined by the Board of Trustees.
13. ~~Adjournment.~~

Legal Reference:

EDUCATION CODE

35143 Annual organizational meeting date, and notice

35145 Public meetings

GOVERNMENT CODE

54953 Meetings to be open and public; attendance

68 OPS. CAL. ATTY. GEN. 65 (1985) 59 OPS. CAL. ATTY. GEN. 619, 621-622 (1976)

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – REGULAR MEETING
JULY 24, 2013
EDUCATION CENTER – BOARD ROOM

President Alpay called the meeting to order at 6:00 p.m. The Board recessed to closed session to: discuss Student Expulsions; discuss Public Employee Appointment/Employment; and confer with Labor Negotiators.

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

The Pledge of Allegiance was led by Julie Hatchel, Assistant Superintendent, Education Services.

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

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 Addonizio, and motion carried by a 6-0 vote to adopt the Board agenda.

Adoption of the Board Agenda

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

President Alpay reported the following action taken during closed session:

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

Agenda Item #3 A1-A2 – Student Expulsions:

The Board voted 6-0 to expel the following students by stipulated agreement:
Case #2013-073 and #2013-084.

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

Agenda Item #3 B1-B3 – Public Employee Appointment/Employment:

The Board voted by a 6-0 vote to approve the appointment of Debra Carrillo Pak, Director III, English Learner and Support Programs

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

The Board voted by a 6-0 vote to approve the appointment of Karen Scott, Manager V, Information Systems.

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

The Board voted by a 6-0 vote to approve the appointment of Jean-Mari Dagarin, Supervisor IV, Early Childhood Programs.

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

Agenda Item #3 C – Conference with Labor Negotiators:

No action was taken.

Marilyn Amato was recognized for her dedication to the District and for serving as president of the Capistrano Unified Council of PTSA during the 2011-2012 and 2012-2013 school years.

**Special
Recognitions**

Trustee Hanacek thanked Marilyn Amato for her service and also shared how the San Clemente community came together for a fundraiser sponsored by the AVID program to support the family of an AVID student who had lost his father. She recognized San Clemente High School staff Rachele Ross and Erin Dollar for their ongoing support of this family.

**Board and
Superintendent
Comments**

Trustee Pritchard wished Marilyn Amato the best and also congratulated Martha McNicholas on being the new CUCPTSA President.

Trustee Bryson thanked Marilyn Amato for her exceptional service and welcomed Martha McNicholas to role as CUCPTSA President. She also requested a report and update to all Board members regarding special need and English learner testing requirements for Common Core.

Trustee Alpay thanked Marilyn Amato for her service and welcomed Martha McNicholas.

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

**Oral
Communications**

The following speaker addressed the Board:

- *Marci Mednick shared concerns regarding student safety at San Clemente High School.*

DISCUSSION/ACTION

Assistant Superintendent Julie Hatchel stated the Community Care Licensing Division issues a state license to operate a Child Care Center upon application and set up. This resolution would allow the District to open a preschool classroom at George White Elementary School.

**Preschool
Licensing
Application for
George White ES
Agenda Item 1**

It was moved by Trustee Pritchard, seconded by Trustee Addonizio, and motion carried by a 6-0 vote to approve Resolution No. 1314-02, Application for Licensing George White Elementary School as a State Preschool Child Care Center.

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

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

**Items Pulled from
the Consent
Calendar**

CONSENT CALENDAR

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

Minutes of the June 26, 2013, regular Board meeting.

**Minutes
Agenda Item 2**

Minutes of the July 10, 2013, regular Board meeting.

**Minutes
Agenda Item 3**

Expunging of expulsion records: Case #2012-071.

**Expunging of
Expulsion Record
Agenda Item 4**

Readmission of students from expulsion: Case #2013-017, Case # 2013-025, Case # 2013-029 and Case #2013-040.

**Expulsion
Readmissions
Agenda Item 5**

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

**Purchase
Orders/Warrants
Agenda Item 6**

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

**Professional
Services
Agreements
Agenda Item 7**

Special education Informal Dispute Resolution Agreement Case #112212.

**Informal Dispute
Resolution
Agreement
Agenda Item 8**

Ratification of special education Informal Dispute Resolution Agreement Case #034213, Case #055613, Case #066013, and Case #066213.

**Informal Dispute
Resolution
Agreements
Agenda Item 9**

Ratification of the Condition of Certificate of Compliance form between the Rancho Mission Viejo Community Development Company and the District relating to the building of homes for new housing projects planned within the District.

**Certificate of
Compliance
Agenda Item 10**

Medi-Cal Administrative Activities (MAA) Participation Agreement No. 39471 with Orange County Superintendent of Schools to provide administrative services related to Medi-Cal reimbursement.	Medi-Cal Agreements Agenda Item 11
Extension of Bid No. 1112-07 for pizza service to be provided by Domino's Pizza.	Extension of Bid – Pizza Agenda Item 12
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.	Declaration of Surplus Items Agenda Item 13
Ratification of Amendment to Agreement Bid No. 1011-01 for asphalt paving, sealcoating, and repair with Ben's Asphalt Incorporated.	Amendment Agreement Agenda Item 14
Agreement for the purchase of gasoline and diesel fuel from IPC (USA), Incorporated.	Multi-District Cooperative Bid Agreement for Fuel Agenda Item 15
Utilization of the County of Orange Master Agreement No. MA-017-13011174 to purchase bottled water from Sparkletts, under the same terms and conditions of the public agency's contract.	Piggyback Bid Agenda Item 16
Resignations, retirements, and employment of classified personnel.	Resignations/ Retirements/ Employment (Classified Personnel) Agenda Item 17
Resignations, retirements, and employment of certificated personnel.	Resignations/ Retirements/ Employment (Certificated Personnel) Agenda Item 18
Acceptance of Williams Settlement Fourth Quarter Report.	Williams Settlement Agenda Item 19
<p>ROLL CALL: AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Pritchard, and Reardon</p> <p>NOES: None</p> <p>ABSENT: Trustee Hatton</p> <p>ABSTAIN: None</p>	
It was moved by Trustee Bryson, seconded by Trustee Addonizio, and motion carried by a 6-0 vote to adjourn the meeting.	Adjournment
<p>AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Pritchard, and Reardon</p> <p>NOES: None</p> <p>ABSENT: Trustee Hatton</p> <p>ABSTAIN: None</p>	

President Alpay announced the meeting adjourned at 7:25 p.m.

Board Clerk

Secretary, Board of Trustees

Minutes submitted by Connie Scott, Executive Secretary to the Superintendent

CONFLICT OF INTEREST CODE FOR THE CAPISTRANO UNIFIED SCHOOL DISTRICT

The Political Reform Act, Government Code §81000, et seq., requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regulations §18730) which contains the terms of a standard Conflict of Interest Code, which may be incorporated by reference in an agency's code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations §18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the Conflict of Interest Code of the Capistrano Unified School District.

Designated employees shall file statements of economic interests with the Capistrano Unified School District Political Reform Act Filing Officer, Manager, Board Office Operations, who will make the statements available for public inspection and reproduction (Government Code §82008). Upon receipt of the statements of the Board Members; Superintendent; Assistant Superintendent, Personnel; Assistant Superintendent, Education; **Assistant Superintendent, Secondary Education**; Assistant Superintendent, SELPA, Special Education; Chief Communications Officer; and Attorneys, the Filing Officer shall make and retain a copy and forward the original of these statements to the Clerk of the Orange County Board of Supervisors. Statements for all other designated employees will be retained by the Filing Officer.



Conflict of Interest Code EXHIBIT A (Final Draft)

Entity: School Districts

Agency: Capistrano Unified School District

Position	Disclosure Category	Files With
Assistant Superintendent, Education	OC-01	COB
Assistant Superintendent, Personnel	OC-01	COB
Assistant Superintendent, Secondary Education	OC-01	COB
Assistant Superintendent, SELPA, Special Education	OC-01	COB
Attorney	OC-01	COB
Board Member	OC-01	COB
Chief Communications Officer	OC-01	COB
Deputy Superintendent, Business and Support Services	OC-01	COB
Superintendent	OC-01	COB

Total: 9



Disclosure Descriptions EXHIBIT B (Final Draft)

Entity: School Districts

Agency: Capistrano Unified School District

Disclosure Category	Disclosure Description
OC-01	All interests in real property in Orange County, the authority or the District as applicable, as well as investments, business positions and sources of income (including gifts, loans and travel payments).

Total: 1

ATHLETIC TRAINING AFFILIATE/ALLIED SITE AGREEMENT

Concordia University
1530 Concordia West
Irvine, CA 92612-3299

This agreement is entered into on this 14th day of August, 2013, by and between Concordia University through its Athletic Training Program (the "University") and San Juan Hills High School (the "Facility").

Purpose of this agreement

The University and the Facility recognize the importance of all aspects of the education of athletic training students. In developing an Athletic Training Education Program, the University has determined that a clinical education experience is a required and important component of the curriculum. Such a program will provide students with opportunities for off-campus experiences in a variety of settings, and for interaction with practicing professionals in the field. It is in the interest of the University and the Facility to provide a clinical education setting which will challenge the students to use their athletic training skills and knowledge, to establish and agree upon the educational competencies for a clinical education rotation, to devise methods for implementation and to continually evaluate to determine the effectiveness of the clinical education experience.. A clinical education rotation will allow students opportunities to observe and understand different philosophies of health care for the physically active. The University desires cooperation of the Facility in the development and implementation of the clinical education in its curriculum. In consideration of these interests, and the mutual agreements set forth in this agreement, the University and the Facility enter into this Agreement on the following terms and conditions:

A. The University agrees:

1. To appoint a faculty member as the faculty supervisor of the clinical education rotation (referred to as the "Director of the Athletic Training Education Program" or the "ATEP Director"), who will be the liaison between the University and the Facility, and who will administer the University's responsibilities within the clinical education rotation.
2. To assume responsibility for assuring compliance with applicable educational standards, and to refer to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum (referred to as "Athletic Training Students").
3. To monitor and visit the Site (as such term is defined in paragraph C-3) to insure consistent direct supervision of the Athletic Training Students by a certified athletic trainer (when available) or professional staff member.

4. To notify the Facility in writing of the schedule for each Athletic Training Student assigned to the Site. Notification will include the name of the student, level of academic preparation, and any logistical requirements of the clinical education program, including the dates and length of the clinical education assignment.
5. To inform each Athletic Training Student of any requirements maintained by the Facility for acceptance in to the athletic training education program.
6. To direct each Athletic Training Student to comply with the existing rules and regulations applicable to the Site, and with all reasonable directions given by qualified Facility personnel. The University shall instruct Athletic Training Students to:
 - Comply with all policies and procedure of the Site;
 - Conduct themselves in a professional manner at all times, which includes maintaining confidentiality, respect for the athletes/clients and co-workers, and ethical practices, as well as proper attire and an open attitude toward new techniques and ideas;
 - Establish high standards for themselves in all areas including treating others with a Christ-like servant attitude, and seeking to develop and provide excellence in leadership;
 - Notify the ATEP Director with any concerns or problems which arise at the Site;
 - Meet all deadlines for reports, assignments, etc;
 - Document all hours spent at the Site, including duties performed;
 - Have HBV (Hepatitis B Vaccines) vaccines completed or the series started;
7. To supply the Facility Athletic Trainer (as defined in paragraph C-1) with any forms to be used in evaluating the performance Students.

C. The Facility Agrees

1. To designate an Athletic Trainer who will be responsible for the supervision of the Athletic Training Students and the implementation of the clinical education experience at the Site (referred to as the Facility Athletic Trainer). The Facility Athletic Trainer shall directly supervise the Student at all times following the guidelines set forth by the Commission on Accreditation of Athletic Training Education (CAATE) for direct clinical supervision, which shall include maintaining direct verbal and visual contact with the Athletic Training Student while at the Site.
2. To provide the Facility Athletic Trainer with sufficient time to supervise the Athletic Training Students, implement the clinical education experience and attend relevant meetings and conferences. To require the Facility Athletic Trainer to meet with each Athletic Training Student periodically to inform her/him of her/his progress. The Facility Athletic Trainer shall evaluate the performance of each Athletic Training Student on a regular basis throughout the clinical education assignment, using the evaluation form supplied by the University. The completed evaluation will be forwarded to the ATEP Director within two (2) weeks following the conclusion of each Athletic Training Student's clinical education experience.

3. To provide the environment, including physical facilities and equipment, necessary to conduct the clinical education experience (referred to as the "Site"), and to insure that the Site complies with applicable OSHA standards and guidelines.
4. To inform the University of the number of Athletic Training Students which it can accommodate during a given period of time and, during the clinical education experience, develop a daily schedule of when the Athletic Training Student is expected to be at the Site.
5. To provide Athletic Training Students, whenever possible, with use of all educational resources reasonably necessary to carry out their responsibilities in the athletic training education program, including books and journals for reference and computer access (if available at the Site). The Facility shall assign the Athletic Training Student to challenging tasks whenever possible within the limits of his/her abilities, and to allow the athletic training student the maximum opportunity to grow through the use of skills required and in making athletic training related decisions.
6. To provide the University and each Athletic Training Student with a copy of all rules, regulations and policies with which the Student is expected to comply. The Facility shall instruct Athletic Training Students as to emergency procedures, protocol for suspected exposure to blood-borne pathogens, confidentiality, facility care and maintenance, record-keeping, dress code, and any other issues pertinent to the Site. At all times, the Facility and Facility Athletic Trainer shall strive to maintain an atmosphere of professionalism by pursuing excellence in technical performance of job-related duties, and maintaining honorable and respectful relationships with all persons at the Site.
7. To make available, whenever possible, emergency health care for each Athletic Training Student. Each Athletic Training Student will otherwise be responsible for his or her own health care.
8. To maintain communication with the ATEP Director regarding each Athletic Training Student's progress and any concerns or problems that may arise, and to advise the ATEP Director of any serious deficiency noted in any ability of any Athletic Training Student to progress toward achievement of the stated objectives of the clinical education experience. The Facility Athletic Trainer and the ATEP Director shall devise a plan by which the Athletic Training Student may be assisted to achieve the stated objectives. The Facility Athletic Trainer shall identify in detail the strengths exhibited by each Athletic Training Student during the clinical education period as well as those areas where improvement is required.
19. To have and reasonably exercise the right to terminate any Athletic Training Student whose health or performance is detrimental to such Athletic Training Student's well-being or to such Athletic Training Student's achievement of the stated objectives of the clinical education experience. Prior to such termination, the Facility shall notify the

ATEP Director in writing of any health or performance concerns it may have about an Athletic Training Student.

21. To comply with all federal state and local laws concerning the confidentiality of Athletic Training Student records.

D. General Terms and Conditions

1. The parties hereto agree that the Athletic Training Students are fulfilling specific requirements for the clinical education experiences as part of University's degree requirement, and therefore the Athletic Training Students are not considered employees or agents of the University or the Facility.
2. Each party (hereinafter, the "indemnifying party") shall defend, indemnify and hold the other party, its officers, board members, regents, employees, students and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages to the extent arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, board members, regents, employees, students or agents.
3. Without limiting the indemnification obligations stated above, each party to this agreement shall provide and maintain at its own expense a program of insurance covering its activities and operations hereunder. Such a program of insurance shall include, but not be limited to, comprehensive general liability and professional liability. The general liability insurance shall have a minimum coverage of US \$1,000,000. The professional liability insurance shall carry a single limit of not less than US \$1,000,000 per occurrence and US \$3,000,000 aggregate. University shall ensure that all Students and Instructors 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. Upon written request, a party shall provide any requesting party with a certificate evidencing such coverage. If such request is for the Athletic Training Students' coverage, the certificate shall be requested of, and provided by, the University.
4. This Agreement may only be revised or modified by written amendment signed by the parties.
5. This Agreement shall not create any rights, including without limitation third party beneficiary rights, in any person or entity not a party to this Agreement.
6. Either party may terminate this Agreement after giving ninety (90) days written notice to the other party: provided, however, that any such termination by the Facility shall not be effective as to any Athletic Training Student who was participating in the program at the

date of mailing said notice, until such Athletic Training Student has completed the program.

7. No party shall discriminate against any Athletic Training Student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference, except to the extent permitted by law. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions.

E. Assignment

This Agreement or any part hereof shall not be assigned or otherwise transferred by either party without the prior written consent of the other party. Any assignment attempted without such consent shall be void.

F. Modifications

No modifications or waiver of any of the terms and conditions of this Agreement shall be effective unless such modification or waiver is expressed in writing and executed by each of the parties hereto.

G. Relationship of Parties

The parties are acting herein as independent contractors. Nothing herein contained shall create or be constructed as creating a partnership, joint venture, or agency relationship between either of the parties and no party shall have the authority to bind the other party in any respect.

H. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. Entire Agreement

This Agreement shall constitute the final, complete and exclusive written expression of the intentions of the parties hereto and shall supersede all previous communications, representations, agreements, promises or statements, either oral or written, by or among the parties. This Agreement may be amended only in writing signed by each of the parties hereto.

Executed this 14th day of August, 2013.

FACILITY:

Capistrano Unified School District at San Juan Hills High School

By {print name}: Joseph M. Farley

By {Sign name}: _____

Official Title: Superintendent

Date: 8-14-13

UNIVERSITY:

Concordia University

By {print name}: _____

By {sign name}: _____

Official Title: _____

Date: _____



WESTERN GOVERNORS UNIVERSITY

ONLINE. ACCELERATED. AFFORDABLE. ACCREDITED.

Student Teaching Agreement

This Student Teaching Agreement (the “Agreement”) is entered into this 14th day of August, 2013 (“Effective Date”) by and between Western Governors University, a Utah non-profit corporation and a regionally accredited institution of higher education (“WGU”), and Capistrano Unified School District__ (“District”).

Article 1: Recitals

A. WGU is regionally accredited by the Northwest Association of Schools and Colleges and Universities and nationally accredited by the Distance Education and Training Council (DETC). The WGU Teacher Education programs are further accredited by the National Council for the Accreditation of Teacher Education (NCATE).

B. WGU conducts teacher training programs leading to degrees and desires to obtain student teaching experiences for the teacher candidates enrolled in its educational programs; and

C. The District recognizes the need for and desires to aid in the educational development of student teachers and is willing to make its premises available for such purposes and, further, wishes to host Teacher Candidates in its schools.

Article 2: Definitions

2.1. “Teacher Candidate” shall refer to a student enrolled in a program at WGU which leads to an education credential.

2.2. “Host Teacher” shall refer to an employee of the District who is the Teacher of Record within the classroom where the Teacher Candidate is assigned. Host Teachers may or may not be a Clinical Supervisor.

2.3. “Clinical Supervisor” shall refer to a present or former employee of the District, retired educator, or any other individual meeting the criteria of ‘Supervisor’ established by WGU for this position, and engaged by WGU or the District to supervise Teacher Candidate progress. Selection, assignment and compensation of Clinical Supervisors is the responsibility of WGU.

2.4. “Student Teaching” shall refer to the active participation by a Teacher Candidate in the duties and functions of classroom teaching under the direct supervision and instruction of a Host Teacher and/or Clinical Supervisor.

2.5. “Student Teaching Assignment” shall refer to the greater of the WGU 12-week requirement (16 weeks for special education assignments) or the State’s and/or District’s minimum requirement for Student Teaching. Student Teaching shall satisfy all WGU and State requirements.

Agreement

NOW THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements set forth herein, and other good and valuable consideration, WGU and the District agree as follows:

Article 3: District Responsibilities

3.1. Host Teacher. The District shall provide Teacher Candidate with Student Teaching experience in a school and classes of the District under the direct supervision and instruction of a certified Host Teacher.

3.2. Access for Clinical Supervisor. The District shall allow the Clinical Supervisor on-going access to the host school and classroom for the specific purpose of observing the Teacher Candidate.

3.3. Right to Accept or Terminate. The District may refuse to accept, or may terminate, any Teacher Candidate assigned to the District for Student Teaching based upon its good faith determination that the Teacher Candidate is not meeting performance standards or is otherwise deemed unacceptable to the District. Notices of such decisions shall be provided to WGU in writing and shall state the reasons for such decision. Upon receipt of notification from the District, WGU shall promptly terminate the Teacher Candidate's assignment to the District. In the event the WGU does not agree with the District's refusal to accept a Teacher Candidate, it shall promptly (in any event not later than five working days after receipt of the written notice or request from the District) provide the District with a written statement setting forth the basis for any such disagreement. The District shall consider in good faith WGU's grounds for its disagreement. However, the decision to refuse to accept or to terminate shall remain the prerogative of the District

3.4. District Policies Provided. The District shall provide Teacher Candidates with any of the District policies and procedures to which Teacher Candidates are expected to adhere during Student Teaching Assignments and while on District premises.

3.5. Other Requirements. The District shall inform Teacher Candidates of any requirements to comply with particular laws such as those regarding blood borne pathogen and infection control standards.

3.6. Evaluations. The District through the involvement of the Host Teacher shall participate with the Clinical Supervisor and the Teacher Candidate in two evaluations of Teacher Candidates: one mid-way through the Student Teaching Assignment and another at the end of the Student Teaching Assignment. WGU shall be responsible for the format of the evaluations.

3.7. Facilitation of Professional Development. The District shall facilitate Teacher Candidate professional growth through educational assignments and shall provide adequate space, equipment and supplies to meet the objectives of training.

Article 4: WGU Responsibilities

4.1. Teacher Training Program. WGU shall be responsible for monitoring and evaluating individual Teacher Candidate progress as well as curriculum planning, admission, administration, matriculation requirements, and other issues required by its Student Teaching program.

4.2. Designation of Contact. WGU shall designate a faculty point of contact for communication and coordination of Student Teaching Assignments.

4.3. Clinical Supervisor. The District or WGU shall appoint a Clinical Supervisor who shall observe Teacher Candidates in the classroom on six separate occasions during a Student Teaching

Assignment. The Clinical Supervisor will assess the candidate's progress towards mastery of teaching competencies.

4.4. Teacher Candidate Preparation. WGU will use its best efforts to see that Teacher Candidates selected for participation in Student Teaching are prepared for effective participation in the clinical education phase of their teaching training program. WGU will retain ultimate responsibility for the evaluation of the Teacher Candidate.

4.5. Host Teacher Compensation. If District policies allow, WGU shall compensate either the District or the Host Teacher **\$150.00 per Teacher Candidate** for the Host Teacher services described in this Agreement. The District acknowledges that the issuance of such compensation directly to the Host Teacher will not render the Host Teacher an employee or agent of WGU and that WGU will not withhold or in any way be responsible for the payment of any federal, state or local income or occupational taxes, FICA taxes, unemployment compensation or workers' compensation, vacation pay, sick leave, retirement benefits or any other payments for or on behalf of the Host Teacher. No Host Teacher compensation will be provided where a Teacher Candidate acts as 'Teacher-of-Record' within District.

4.6. Clinical Supervisor Compensation. If the Clinical Supervisors are employees of the District, WGU shall compensate either the District or the Clinical Supervisors **\$500.00 per Teacher Candidate** for Clinical Supervisor services. The District acknowledges that where District policies allow the issuance of such compensation directly to employee Clinical Supervisors, WGU may contract directly with those individuals for Clinical Supervisor Services.

4.7. Invoice Procedure. Within a reasonable time following the completion of any Student Teaching Assignment, the District or individual Host Teachers and Clinical Supervisors shall submit an invoice to WGU, which invoice shall specify the number of Teacher Candidates and the amount of compensation calculated at the rate provided in Articles 4.5 and 4.6 respectively. WGU shall pay the reimbursement directly to the Clinical Supervisor and Host Teacher within 30 days following the date the invoice is received.

Termination of Assignment. Upon receipt of a written notice from the District stating the reasons for the rejection or termination of a WGU Teacher Candidate, WGU shall promptly terminate the Teacher Candidate's assignment to the District. In the event a Student Teaching Assignment is terminated before completion, compensation for Host Teacher and Clinical Supervisor services shall be pro-rated to the number of weeks completed.

4.8. Background Check. WGU shall require each Teacher Candidate to submit to a complete background check, including criminal history, as a condition of Student Teaching. WGU shall attest to District that WGU has completed a background check for each Teacher Candidate, and shall not recommend a teacher candidate for Student Teaching who fails to meet the standards established by District for acceptable background.

4.9. Representations. WGU represents that all Teacher Candidates assigned to the District for Student Teaching are validly enrolled in an approved WGU credentialing program and meet the District's background requirements. WGU makes no other representation, express or implied, about, or assumes any responsibility for, the Teacher Candidate's fitness or qualification to participate in the Student Teaching Assignment. Nothing in this Agreement shall be construed as a delegation by the District to WGU of any of the District's duties and responsibilities for operation or supervision of the school or classes of the District.

4.10. Insurance.

WGU shall provide and maintain general commercial liability insurance acceptable to the District in the minimum amounts of one million dollars (\$1,000,000) combined single limit, and three million dollars (\$3,000,000) general aggregate and, upon request of the District, shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement.

Professional Liability Insurance. WGU shall ensure that each Teacher Candidate, at their own expense, procures and maintains in force during the Student Teaching assignment, professional liability insurance in the amounts reasonably necessary to protect the Teacher Candidate against liability arising from any and all negligent acts or incidents caused by the Teacher Candidate. Coverage under such professional liability insurance shall not be less than one million dollars (\$1,000,000.00) for each occurrence and three million dollars (\$3,000,000.00) in the aggregate. WGU shall require each Teacher Candidate to provide evidence of his or her professional liability coverage to the District.

Workers' Compensation Insurance. WGU shall maintain at its sole expense workers' compensation insurance for participating Teacher Candidates.

4.11. Indemnification.

WGU shall hold harmless, defend and indemnify District and its elected and appointed governing board members, officers, employees, and agents from any and all losses, demands, claims, damages (including costs and attorney's fees), or causes of action arising from any negligent or willful acts or omissions of WGU, its officers, employees, or Teacher Candidates incurred in the performance of this Agreement.

If District policies allow, the District shall hold harmless, defend and indemnify WGU and its officers, employees, and agents from any and all losses, demands, claims, damages (including costs and attorneys fees), or causes of action arising from the gross negligence or willful act of the District, its officers, employees or agents incurred in the performance of this Agreement, including the District's refusal to accept a Teacher Candidate to which WGU provided its timely written statement of disagreement, provided that the District is determined by any court or administrative agency of competent jurisdiction to have acted in an unlawful manner in refusing to accept the Teacher Candidate.

Article 5: General Provisions

5.1. Term. This Agreement shall commence on the Effective Date and shall continue until such time as either party gives the other party thirty days' written notice of its intent to terminate the Agreement, provided, however, that all Teacher Candidates receiving Student Teaching from the District as of the date of such notice shall be permitted to complete their Student Teaching Assignment.

5.2. Confidentiality of Educational Records.

Teacher Candidate Records. The District acknowledges that the education records of Teacher Candidates assigned to the District are protected by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g. The Parties agree to comply with the requirements of FERPA and its implementing regulations at 34 C.F.R. Part 99 and to protect the privacy of educational records concerning any Teacher Candidate assigned to the District under this Agreement. As a result of this Agreement, District shall be considered to be a "school official" of WGU and may transmit, share or disclose educational records without the Teacher Candidate's written consent, to other school officials of WGU who have a legitimate educational interest in the records. All other disclosures shall require the written consent of the affected Teacher Candidate and WGU.

District Student Records. Teacher Candidates and WGU employees shall not have access to, or have the right to review, any records of District's students, including medical records, except where authorized by the District in the regular course of Student Teaching. The discussion, transmission or narration in any form by Teacher Candidates or WGU employees of any District student information of a personal nature, medical or otherwise, obtained in the regular course of Student Teaching shall be forbidden, except

as authorized by the District and not prohibited by law. The District shall not grant Teacher Candidates or WGU employees access to individually identifiable student information unless the affected student's parent or guardian has first given written consent using a form approved by District that complies with FERPA and other applicable law.

5.2. Non-Discrimination. Both parties agree to fully comply with all non-discrimination laws of the District's jurisdiction and of the United States. Both parties will accept, assign, supervise and evaluate qualified Teacher Candidates regardless of race, sex, color, religion or creed, national origin or ancestry, age, disability, Vietnam-era veteran status, in accordance with the laws of the state and the United States. In addition, both parties agree to accept, assign, supervise, and evaluate qualified Teacher Candidates without regard for sexual orientation.

5.3. Notices. All notices, demands, or other communications given under this Agreement shall be in writing and sent to the address listed at the end of this Agreement (unless a party has changed its address by giving notice as provided in this paragraph), and will be effective upon receipt if delivered by personal or overnight delivery or facsimile, or effective five (5) days after being placed in the United States mail, postage pre-paid.

5.4. Arbitration. The parties agree that disputes arising hereunder shall be subject to arbitration pursuant to the rules of the American Arbitration Association and judgment upon the award may be entered in any court having jurisdiction thereof. The site of arbitration shall be the location of the defending Party.

5.5. Entire Agreement and Severability. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged herein. No modification, waiver, amendment, discharge, or change to the Agreement shall be valid unless the same is in writing and signed by both parties. If a court or arbitrator holds any provision of the Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected. No Teacher Candidate or other third party shall be a beneficiary of, or have any right to enforce the terms of this Agreement

5.6. General Provisions. This Agreement: (i) shall be binding and enforceable by the parties hereto and their respective legal representatives, successors, or assigns, (ii) may be executed in two or more counterparts including by facsimile or email copy, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

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

WESTERN GOVERNORS UNIVERSITY CAPISTRANO UNIFIED SCHOOL DISTRICT
("WGU") ("District")

By: _____

By: _____

Joseph M. Farley, Ed. D.

Title: Field Placement Manager

Title: Superintendent

Date: _____

Date: 8-14-13

For notice purposes, contact:
Laura Williams
Placement Specialist
Western Governors University
4001 S. 700 E. Suite 700
Salt Lake City, UT 84107-2533
(801) 428-5353
(801) 401-7961(fax)

For notice purposes, contact:
Name: Jody Guarino
Title: Teacher on Special Assignment
District: Capistrano Unified School District
Street: 33122 Valle Rd.
City/State/Zip: San Juan Capistrano, CA 92656
Phone: 949-234-9334
Fax: 949-489-0467
Email: jlguarino@capousd.org

PROPOSED 2014 EXTENDED SCHOOL YEAR SCHEDULE

The proposed schedule for the 2014 Extended School Year summer session is as follows:

Schedule: Monday – Friday

Preschool

Dates: Monday, July 7, 2014, through Friday, August 1, 2014
Hours: 4 hours per day (Self-Contained Structured Autism, DHH & STEPS)
2 hours per day (Self-Contained SAI)
Length: 20 days

Elementary, Middle, and High School

Dates: Monday, July 7, 2014, through Friday, August 1, 2014
Hours: 4 hours per day (All Programs)
Length: 20 days

Adult Transition Program

Dates: Monday, July 7, 2014, through Friday, August 1, 2014
Hours: 4 hours per day
Length: 20 days

Academic Intervention Lab K-12

Dates: Monday, July 7, 2014, through Thursday, July 31, 2014
Hours: 2 hours per day, 2 times per week
Length: 8 days total

EXHIBIT 14

Page 1 of 2

Board Approved:

PROPOSED 2014 EXTENDED SCHOOL YEAR (ESY) SITES

The following are the proposed 2014 Extended School Year program sites:

ESY Locations:	Serving ONLY Special Education Students who require contained program for ESY * Current site with self-contained programs
Crown Valley Elementary School	Bergeson* Canyon Vista Crown Valley* Don Juan Avila EM George White* Hidden Hills* Laguna Niguel Malcom Moulton Oak Grove* Wood Canyon*
R.H. Dana/ENF Elementary School	Ambuehl Benedict Concordia Del Obispo* Kinoshita Las Palmas Lobo* Marblehead Palisades* RH Dana & RH Dana ENF* San Juan Vista del Mar EM
Newhart Middle School	Aliso Viejo MS Arroya Vista MS Don Juan Avila MS Hankey MS Ladera Ranch MS Las Flores MS Newhart MS*
Marco Forster Middle School	Bernice Ayer MS Marco Forster MS* Niguel Hills MS* Shorecliffs MS Vista Del Mar MS
Reilly Elementary School	Arroyo Vista EM Bathgate* Castille* Chaparral Hankey EM Ladera Ranch EM Las Flores EM* Oso Grande Reilly* Tijeras Creek Viejo Wagon Wheel
Dana Hills High School	ANHS CVHS DHHS* SCHS* SJHHS THS*
Adult Transition Center—San Juan Capistrano	Adult Transition*

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2012-13 =====
Board of Trustees Meeting.....AUGUST 24, 2013

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

PO No.	Fund	Vendor	Description	Amount
5266	87	SCHMOKER, MIKE	CnsMgFee/Fac Acq /CVHS	82,500.00
5267	87	EDENCO INC.	BI:Arch /Fac Acq /CVHS	15,000.00
5268		VOID	VOID	0.00
5269		VOID	VOID	0.00
5270		VOID	VOID	0.00
5271	87	LIBERTY MUTUAL INSURANCE	BI:Const/Fac Acq /CVHS	528,821.10
5272	87	WLC ARCHITECTS INC	BI:Arch /Fac Acq /CVHS	66,670.00
5273	98	COUNTY OF ORANGE	Serv& Op/Fac Acq /SJHHS	2,898.92
5 Purchase Orders				\$695,890.02

EXHIBIT 15

Attachment 1

Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2012-13 =====
 Board of Trustees Meeting.....AUGUST 14, 2013

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

PO No.	Fund	Vendor	Description	Amount
325179	1	DPF FILTER SALES & CLEANING	Serv& Op/PuplTran/Dstrctwd	350.00
325180	11	AMERICAN COUNCIL ON EDUCATION	Serv& Op/Instrctn/Dstrctwd	713.00
325181	1	COX COMMUNICATIONS	Cmmnctns/DW Unrst/Dstrctwd	132,000.00
325182	1	HIRSCH PIPE & SUPPLY	SpplsNonI/RR:Bldgs/Dstrctwd	4,000.00
325183	1	HYDRO-SCAPE PRODUCTS INC	SpplsNonI/Op:Grnds/Dstrctwd	5,000.00
325184	1	SC RENTALS	Rntl:Oth/RR:Bldgs/Dstrctwd	874.08
325185		VOID	VOID	0.00
325186		VOID	VOID	0.00
325187		VOID	VOID	0.00
325188		VOID	VOID	0.00
325189		VOID	VOID	0.00
325190		VOID	VOID	0.00
325191	11	NANCY MC PHILLIPS	Bks&Ref /Instrctn/Dstrctwd	205.16
325192		VOID	VOID	0.00
325193	1	CALPERS FISCAL SERVICES DIV.	PERS:CL /Aid:Inst/Dstrctwd	2,382.30
325194	1	DEPARTMENT OF GENERAL SERVICES	Serv& Op/Prsnl:HR/Dstrctwd	184.00
325195	40	DANNIS WOLIVER KELLEY	Serv& Op/Fac Acq /Dstrctwd	65.76
325196	40	BOWIE ARNESON WILES &	Legal /Fac Acq /Dstrctwd	6,000.00
	25		Legal /Fac Acq /Dstrctwd	6,000.00
	1		Legal /M-R Reim/Dstrctwd	6,000.00
			Legal /FacPlann/Dstrctwd	12,000.00
325197	1	BURLY CUSTOM SCREEN PRINTING	InstMtls/Instrctn/DHHS	35.50
325198	1	NICOLE MILLER & ASSOC INC	CnsltNon/Prsnl:HR/Dstrctwd	20,400.00
325199	1	NICOLE MILLER & ASSOC INC	Subagrmt/Security/Dstrctwd	3,750.00
			CnsltNon/Security/Dstrctwd	3,750.00
325200	1	BANK OF AMERICA NATIONAL	Debt Ser/Dbt Serv/Dstrctwd	41,201.65
			Debt-Int/Dbt Serv/Dstrctwd	8,613.95
325201	1	BEST BEST & KRIEGER LLP	Legal /Supt /Dstrctwd	50,000.00
325202	1	ACCESS TO LEARNING LLC	CnsltSvs/Instrctn/Dstrctwd	60.00
325203	1	PROFESSIONAL TUTORS OF AMERICA	CnsltSvs/Instrctn/Dstrctwd	791.46
325204	1	MITCHEL D. PERLMAN PHD INC.	CnsltNon/PsychSer/Dstrctwd	6,000.00
325205	1	KNORR POOL SYSTEMS INC	Rntl:Oth/RR:Bldgs/Dstrctwd	15,000.00
325206	1	ASSOC BUSINESS PRODUCTS	Rntl:Oth/RR:Bldgs/CVHS	113.24
325207	1	ROZENBERG, ABBY	NPA /NPA /Dstrctwd	1,500.00
325208	1	MENDE PSY.D, SYLVIA	CnsltNon/SupvAdmn/Dstrctwd	1,074.00
325209	1	WINGARD, RICHARD AND LORENA	Serv& Op/HlthServ/Dstrctwd	1,000.00
325210	1	OLESINSKI KEN &/OR CYNTHIA	Residtl /NPS /Dstrctwd	700.00
325211	1	DEVEREUX TEXAS TREATMENT	Residtl /NPS /Dstrctwd	1,203.80
			Sub MHBC/NPS /Dstrctwd	3,655.00
			Sub MHBC/PsychSer/Dstrctwd	2,145.91
325212	1	YELLOWSTONE BOYS & GIRLS RANCH	Residtl /NPS /Dstrctwd	796.00
			Sub MHBC/NPS /Dstrctwd	4,410.00
			Sub MHBC/PsychSer/Dstrctwd	1,806.00
325213	1	PACIFIC WATER SOLUTIONS	InstMtls/Instrctn/SCHS	84.00
325214	11	CAPISTRANO LAGUNA BEACH ROP	InstMtls/Instrctn/Dstrctwd	25.00

Board of Trustees Purchase Order Listing
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PO No.	Fund	Vendor	Description	Amount
325215	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/LRMS	84.67
325216	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/BAMS	90.00
325217	1	CONTEMPORARY SERVICES CORP.	Serv& Op/Enterprs/SJHHS	439.25
325218	1	COMPLETE OFFICE OF CA	SpplsNonI/Bus/Fisc/Dstrctwd	1,000.00
325219	1	STORAGE CONTAINER.COM	Rntl:Oth/Custodil/CVHS	296.80
325220	1	FEDERAL EXPRESS CORP	Cmmnctns/Warehse /Dstrctwd	99.97
325221	1	THYSSEN ELEVATOR CORPORATION	Rntl:Oth/RR:Bldgs/Dstrctwd	5,271.50
325222	1	R&S SOIL PRODUCTS INC	Rntl:Oth/Op:Grnds/Dstrctwd	3,888.00
325223	1	WATERLINES TECHNOLOGIES INC	SpplsNonI/RR:Bldgs/Dstrctwd	25,000.00
325224		VOID	VOID	0.00
325225	1	ACTION LEARNING SYSTEMS INC	CnsltSvs/Instrctn/Dstrctwd	2,000.00
325226		VOID	VOID	0.00
325227		VOID	VOID	0.00
325228		VOID	VOID	0.00
325229		VOID	VOID	0.00
325230		VOID	VOID	0.00
325231	1	MINGUS MOUNTAIN ACADEMY	Sub MHBC/NPS /Dstrctwd	669.39
			Sub MHBC/PsychSer/Dstrctwd	192.36
325232	1	WERTHEIMER-GALE & ASSOCIATES	NPA /NPA Hlth/Dstrctwd	1,092.00
325233	1	THE ECOLOGY CENTER	FieldTrp/Instrctn/Malcom	600.00
325234	1	MARDAN SCHOOL	NPS /NPS /Dstrctwd	1,032.00
325235	1	YELLOWSTONE BOYS & GIRLS RANCH	Sub MHBC/NPS /Dstrctwd	592.00
			Sub MHBC/PsychSer/Dstrctwd	592.00
325236	1	CAPISTRANO LAGUNA BEACH ROP	CnsltSvs/Instrctn/SCHS	24,999.00
			Subagrmt/Instrctn/SCHS	46,993.19
325237		VOID	VOID	0.00
325238	1	KARPUS, DAVID OR MARY	NPS /NPS /Dstrctwd	247.68
325239	11	AMERICAN COUNCIL ON EDUCATION	InstMtls/Instrctn/Dstrctwd	107.00
325240	11	AMERICAN COUNCIL ON EDUCATION	InstMtls/Instrctn/Dstrctwd	11.50
325241	1	ORANGE COUNTY REGISTER	Serv& Op/Bus/Fisc/Dstrctwd	134.00
325242	1	WERTHEIMER-GALE & ASSOCIATES	NPA /NPA Hlth/Dstrctwd	195.00
325243	1	EAGLE SOFTWARE	Serv& Op/SupvAdmn/Dstrctwd	100.00
325244	1	SYLVAN LEARNING CTR OF LAGUNA	CnsltSvs/Instrctn/Dstrctwd	4,748.76
325245		VOID	VOID	0.00
325246		VOID	VOID	0.00
325247	1	W W GRAINGER INC	SpplsNonI/Custodil/Dstrctwd	19,391.40
325248	1	BAVCO	Rntl:Oth/RR:Bldgs/Dstrctwd	325.44
325249		VOID	VOID	0.00
325250	1	LA HABRA FENCE CO INC	Rntl:Oth/RR:Bldgs/LFMS	14,554.00
325251	1	AIS SPECIALTY PRODUCTS INC.	SpplsNonI/RR:Bldgs/Dstrctwd	702.24
325252	1	ASSOC BUSINESS PRODUCTS	Rntl:Oth/RR:Bldgs/Tesoro	80.84
325253	1	ASSOC BUSINESS PRODUCTS	Rntl:Oth/RR:Bldgs/LFMS	338.28
325254	1	WERTHEIMER-GALE & ASSOCIATES	NPA /NPA Hlth/Dstrctwd	156.00
325255	1	DEVEREUX TEXAS TREATMENT	Residtl /NPS /Dstrctwd	323.15
325256	1	DRAKE, TERI	Residtl /NPS /Dstrctwd	591.87
325257	1	RANGEL-FRIEDMAN, DEBORAH	Residtl /NPS /Dstrctwd	200.00
325258	1	YELLOWSTONE BOYS & GIRLS RANCH	Residtl /NPS /Dstrctwd	199.00
325259	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	480.00

64 Purchase Orders \$501,708.10

Board of Trustees Purchase Order Listing
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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
330359	1	IMAGE 2000	SplsNonI/Sch Adm /AVMS	250.00
			InstMtls/Instrctn/AVMS	250.00
330360		VOID	VOID	0.00
330361	1	SPARKLETTES	InstMtls/Instrctn/Tesoro	400.00
330362	1	COMPLETE OFFICE OF CA	SplsNonI/Pub Info/Dstrctwd	1,500.00
330363	1	OFFICE DEPOT	SplsNonI/Sch Adm /Cal Prep	1,000.00
			InstMtls/Instrctn/Cal Prep	1,000.00
330364	1	ANDERSON'S	SplsNonI/Sch Adm /OsoGrand	324.44
330365	1	OFFICE DEPOT	SplsNonI/Sch Adm /FrshStrt	1,000.00
			InstMtls/Instrctn/FrshStrt	1,000.00
330366	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/AVMS	2,500.00
330367	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/AVMS	300.00
330368	1	WAL MART L.N.	InstMtls/Instrctn/AVMS	300.00
330369	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Marblehd	2,500.00
330370	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Concordi	5,000.00
330371	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Crn Vlly	2,000.00
330372	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/Del Obis	150.00
			CnfrNonI/Sch Adm /Del Obis	150.00
330373	1	ARCHITECTURAL SIGN IDENTITY	NonCapEq/FacPlann/Concordi	2,467.00
330374	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/Sch Adm /Kinoshta	150.00
330375	1	UC REGENTS	CnfrNonI/SupvAdmn/Las Palm	475.00
330376	1	PALI MOUNTAIN INSTITUTE	FieldTrp/Instrctn/Benedict	12,227.50
330377	1	PALI MOUNTAIN INSTITUTE	FieldTrp/Instrctn/OsoGrand	52,500.00
330378	1	EDUCATIONAL DESIGN LLC	Conf:Ins/Instrctn/Las Palm	1,770.00
330379	1	US BANK	LTD : CE/Instrctn/VarSites	2,433,427.94
330380	1	CINTAS	InstMtls/Instrctn/Las Palm	670.00
330381	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Oak Grv	5,300.00
330382	1	SCHOOL TRANSPORTATION	Dues&Mmb/PuplTran/Dstrctwd	1,000.00
330383	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Benedict	4,500.00
330384	1	COMPLETE OFFICE OF CA	SplsNonI/PuplTran/Dstrctwd	3,000.00
330385	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/AVMS	500.00
			SplsNonI/Sch Adm /AVMS	500.00
330386	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/GrgWhite	7,000.00
330387	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Viejo	1,800.00
330388	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Kinoshta	3,500.00
330389	1	THOMSON REUTERS/BARCLAYS	SplsNonI/PuplTran/Dstrctwd	345.00
330390	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/San Juan	3,000.00
330391	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Lgna Nig	3,500.00
330392	1	SOUTH COAST FAMILY MEDI CENTER	Serv& Op/PuplTran/Dstrctwd	4,000.00
330393	1	SOUTHWEST SCHOOL SUPPLY	SplsNonI/Sch Adm /Don Juan	4,000.00
330394	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/LF Elem	3,000.00
330395	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Tijeras	3,500.00
330396	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Chaparal	8,000.00
330397	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/OsoGrand	10,000.00
330398	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/OsoGrand	3,600.00

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PO No.	Fund	Vendor	Description	Amount
330399	68	IRON MOUNTAIN	Serv& Op/Enterprs/Dstrctwd	3,600.00
330400	70	CORVEL CORPORATION	P/Yr Clm/Undesig /Dstrctwd	362,500.00
			Serv& Op/Enterprs/Dstrctwd	362,500.00
330401	1	COMPREHENSIVE DRUG TESTING	Serv& Op/PuplTran/Dstrctwd	10,000.00
330402	1	CARD INTEGRATORS	Serv& Op/PuplTran/Dstrctwd	995.00
330403	12	MOBILE MODULAR	Rntl:Oth/Sch Adm /Dstrctwd	7,320.00
330404	1	BARRETT-ROBINSON INC	SpplsNonI/PuplTran/Dstrctwd	979.00
330405	1	STATE OF CALIFORNIA	Serv& Op/Saf&Trng/Dstrctwd	5,120.00
330406	1	ORANGE COUNTY REGISTER	Serv& Op/Purch /Dstrctwd	7,000.00
330407	13	BEN'S ASPHALT	CntrctFd/FoodServ/Dstrctwd	2,500.00
330408	1	WESTERN PRODUCTS	Rntl:Oth/RR:Bldgs/Dstrctwd	4,000.00
330409	1	SPARTAN TOOL DIVISION	Rntl:Oth/RR:Bldgs/Dstrctwd	13,000.00
330410	1	CMS COMMUNICATIONS INC	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
330411	1	AAA ELECTRIC MOTOR SALES	SpplsNonI/RR:Bldgs/Dstrctwd	5,000.00
330412	1	DITCH WITCH OF SO CALIF	Rntl:Oth/Op:Grnds/Dstrctwd	2,500.00
330413	1	1ST JON	Rntl:Oth/RR:Bldgs/Dstrctwd	8,000.00
330414	1	SHIFFLER EQPT SALES INC	SpplsNonI/RR:Bldgs/Dstrctwd	2,000.00
330415	1	TARGET SPECIALTY PROD	SpplsNonI/Op:Grnds/Dstrctwd	30,000.00
330416	1	HYDRO-SCAPE PRODUCTS INC	SpplsNonI/Op:Grnds/Dstrctwd	35,000.00
330417	1	JOHN DEERE LANDSCAPES	SpplsNonI/Op:Grnds/Dstrctwd	45,000.00
330418	1	JOHNSTONE SUPPLY	SpplsNonI/RR:Bldgs/Dstrctwd	275,000.00
330419		VOID	VOID	0.00
330420	1	PACWEST AIR FILTER	SpplsNonI/RR:Bldgs/Dstrctwd	120,000.00
330421	1	SOUTHWEST SCHOOL SUPPLY	St Rcpts/Undesig /Dstrctwd	25,197.53
330422	1	COSTCO S.J.C.	St Rcpts/Undesig /Dstrctwd	62,270.21
330423	1	UNISOURCE	St Rcpts/Undesig /Dstrctwd	6,963.41
330424	1	SOUTHWEST SCHOOL SUPPLY	St Rcpts/Undesig /Dstrctwd	8,660.52
330425	1	ELAN PUBLISHING CO INC	St Rcpts/Undesig /Dstrctwd	1,614.60
330426	1	CONTRACT PAPER GROUP INC.	St Rcpts/Undesig /Dstrctwd	10,758.96
330427	1	EVERYTHING MEDICAL LLC	St Rcpts/Undesig /Dstrctwd	7,500.86
330428	1	ESCO EAR SERVICE CORP	Serv& Op/HlthServ/Dstrctwd	300.00
330429	1	PHONAK INC	Rntl:Oth/HlthServ/Dstrctwd	153.39
330430	13	MEDTECH	OpSupp /FoodServ/Dstrctwd	210.41
330431	13	A & R WHOLESALE DISTRIBUTORS	Amerisrv/FoodServ/Dstrctwd	2,500,000.00
330432	1	WEST COAST ARBORISTS INC.	Rntl:Oth/Op:Grnds/Dstrctwd	100,000.00
330433	1	CONSOLIDATED ELECTRICAL DISTR	SpplsNonI/RR:Bldgs/Dstrctwd	100,000.00
330434	1	STEWART AND ASSOC	Rntl:Oth/Op:Grnds/Dstrctwd	150,000.00
330435	1	SCHOOL LOOP	Serv& Op/Instrctn/MFMS	500.00
330436	1	PRINT & FINISHING SOLUTIONS	Rntl:Oth/Grph Art/Dstrctwd	6,227.28
330437	1	KEY GOVERNMENT FINANCE INC	CompTech/Grph Art/Dstrctwd	25,737.11
330438	1	NEOPOST USA INC.	Rntl:Oth/Warehse /Dstrctwd	1,546.44
330439	1	BOWIE ARNESON WILES &	Legal /Bus/Fisc/Dstrctwd	100,000.00
330440		VOID	VOID	0.00
330441		VOID	VOID	0.00
330442	1	CALIFORNIA WEEKLY EXPLORER INC	CnsltSvs/Instrctn/OsoGrand	2,040.00
330443	1	CALIFORNIA WEEKLY EXPLORER INC	FieldTrp/Instrctn/Crn Villy	680.00
330444	1	CALIFORNIA WEEKLY EXPLORER INC	CnsltSvs/Instrctn/OsoGrand	1,940.00
330445	1	INSIGHT SYSTEMS EXCHANGE	SpplsNonI/Sch Adm /Dana ENF	1,884.60
330446	1	CALIFORNIA WEEKLY EXPLORER INC	CnsltSvs/Instrctn/Don Juan	1,360.00
330447	1	APPLE COMPUTER INC	NonCapEq/Enterprs/AVMS	3,080.04

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PO No.	Fund	Vendor	Description	Amount
330448	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Bathgate	420.12
330449	1	THOUSAND PINES OUTDOOR SCHOOL	FieldTrp/Instrctn/Palisade	13,345.26
330450	1	APPLE COMPUTER INC	InstMtls/SE0thIns/Dstrctwd	433.92
330451	1	CALIFORNIA WEEKLY EXPLORER INC	CnsltSvs/Instrctn/Don Juan	1,360.00
330452	1	CUE CONFERENCE	CnfrNonI/StDev In/MFMS	249.00
330453	1	INSIGHT SYSTEMS EXCHANGE	SpplsNonI/Sch Adm /Dana ENF	1,520.64
330454	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	5,083.72
330455	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/StDev In/MFMS	200.00
330456	1	CALIFORNIA WEEKLY EXPLORER INC	FieldTrp/Instrctn/Bergeson	630.00
330457	1	INSIGHT SYSTEMS EXCHANGE	SpplsNonI/InstTech/BAMS	8,994.24
330458	1	DELL COMPUTER	NonCapEq/Sch Adm /Bathgate	1,494.76
330459	1	CUSTOMIZED VISION CARE	CnsltNon/HlthServ/Dstrctwd	5,000.00
330460	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Bergeson	840.24
330461	1	SCHOOL SERVICES OF CALIFORNIA	CnfrNonI/SupvAdmn/Dstrctwd	195.00
330462	1	DELL COMPUTER	NonCapEq/Instrctn/Benedict	852.92
330463	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/OsoGrand	14,704.20
330464	1	HAYTASINGH, RIENZI	CnsltNon/PsychSer/Dstrctwd	10,000.00
330465	1	PC MALL GOV	Serv& Op/SupvAdmn/Dstrctwd	68.91
330466	12	INSIGHT SYSTEMS EXCHANGE	SpplsNonI/Sch Adm /Dstrctwd	1,130.76
330467	1	DELL COMPUTER	NonCapEq/SE0thIns/Dstrctwd	933.45
330468	1	PC MALL GOV	SpplsNonI/SuppSvcs/Dstrctwd	68.92
			SpplsNonI/TIS /Dstrctwd	68.91
330469	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/SE0thIns/Dstrctwd	374.76
330470		VOID	VOID	0.00
330471	1	EAGLE SOFTWARE	Rnt&Repr/TIS /Dstrctwd	57,400.00
330472	1	DELL COMPUTER	SpplsNonI/Bus/Fisc/Dstrctwd	623.36
330473		VOID	VOID	0.00
330474	1	NICOLE MILLER & ASSOC INC	Subagrmt/Security/Dstrctwd	20,000.00
			CnsltNon/Security/Dstrctwd	25,000.00
330475	1	SADDLEBACK EDUCATIONAL PUBLISH	InstMtls/SE0thIns/Dstrctwd	3,844.48
330476	1	LEISURE CARE REFERRAL AGENCY	NPA /NPA Hlth/Dstrctwd	8,000.00
330477	1	BIO-ACOUSTICAL ENG CORP	Serv& Op/HlthServ/Dstrctwd	56,000.00
330478		VOID	VOID	0.00
330479	1	THE REGENTS UCSD SCHOOL OF	CnsltNon/HlthServ/Dstrctwd	6,000.00
330480	1	MITCHEL D. PERLMAN PHD INC.	CnsltNon/PsychSer/Dstrctwd	6,000.00
330481	1	SELPA ADMINISTRATOR'S ASSOC.	Dues&Mmb/SupvAdmn/Dstrctwd	600.00
330482	1	COALITION FOR ADEQUATE FUNDING	Dues&Mmb/SupvAdmn/Dstrctwd	1,300.00
330483	1	KRANTZ, TRICIA	CnsltNon/GuidCnsl/Dstrctwd	24,999.00
			SubNonCn/GuidCnsl/Dstrctwd	15,001.00
330484	1	NASCO WEST	InstMtls/Instrctn/AVMS	1,500.00
330485	1	ORANGE COUNTY TESTING SERV	Serv& Op/PsychSer/Dstrctwd	4,000.00
330486	1	THINKING MAPS INC	InstMtls/Instrctn/Lgna Nig	3,942.69
330487		VOID	VOID	0.00
330488	1	SUNBELT STAFFING LLC	NPA /NPA /Dstrctwd	20,000.00
330489	1	MEET THE MASTERS INC	CnsltSvs/Enterprs/Wood Cyn	4,586.72
330490	1	MEET THE MASTERS INC	Serv& Op/Enterprs/Castille	5,152.68
330491	1	MEET THE MASTERS INC	FieldTrp/Instrctn/Crn Vlly	5,159.08
330492	1	MEET THE MASTERS INC	Serv& Op/Instrctn/Wagon Wh	5,556.84
330493	1	MEET THE MASTERS INC	CnsltSvs/Instrctn/OsoGrand	8,053.00
330494	1	MEET THE MASTERS INC	CnsltSvs/Instrctn/RH Dana	3,436.16

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PO No.	Fund	Vendor	Description	Amount
330495	1	MEET THE MASTERS INC	FieldTrp/Instrctn/ArroyoEl	4,453.00
330496	1	STAPLES ADVANTAGE	SplsNonI/SupvAdmn/Dstrctwd	7,000.00
330497	1	MEET THE MASTERS INC	CnsltSvs/Instrctn/Las Palm	8,037.88
330498	1	MEET THE MASTERS INC	CnsltSvs/Instrctn/Lgna Nig	4,159.44
330499	1	W W GRAINGER INC	SplsNonI/Custodil/Dstrctwd	350,000.00
330500	1	SOUTHWEST SCHOOL SUPPLY	St Rcpts/Undesig /Dstrctwd	26,840.16
330501	1	MEET THE MASTERS INC	Serv& Op/Instrctn/GrgWhite	6,631.36
330502	1	MAILFINANCE INC DBA	Rntl:Oth/Warehse /Dstrctwd	13,509.50
330503	1	SNAP-ON TOOLS CORP	InstMtls/Instrctn/ANHS	90.52
330504	1	WAL MART L.N.	InstMtls/Instrctn/LRMS	100.00
330505	1	SIGNS BY CREATIONS UNLIMITED	SplsNonI/Libr&Med/Las Palm	259.20
330506	1	STAPLES ADVANTAGE	SplsNonI/SupvAdmn/Dstrctwd	81.55
330507	1	UC REGENTS	Conf:Ins/Instrctn/Viejo	1,425.00
			CnfrNonI/Sch Adm /Viejo	475.00
330508	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/LRMS	2,900.00
330509	1	SPORT CHALET	InstMtls/CurAthlt/CVHS	8,261.78
330510	1	STAPLES ADVANTAGE	SplsNonI/PuplTest/Dstrctwd	500.00
330511	1	INTERNATIONAL BACCALAUREATE	Serv& Op/Instrctn/CVHS	10,660.00
330512	1	VONS C/O SAFEWAY INC	InstMtls/Instrctn/DJAMS	1,000.00
330513	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/LFMS	2,000.00
330514	1	STAPLES ADVANTAGE	SplsNonI/Grph Art/Dstrctwd	1,000.00
330515	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/DJAMS	1,000.00
330516	1	RENAISSANCE LEARNING INC	Serv& Op/TIS /Dstrctwd	39,608.09
330517	1	IPARADIGMS LLC	Serv& Op/TIS /Dstrctwd	31,024.00
330518	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Libr&Med/DJAMS	1,537.92
330519	1	DELL COMPUTER	NonCapEq/Sch Adm /Malcom	1,377.77
330520	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Enterprs/DJAMS	384.48
330521	1	COMPANION CORP	Rnt&Repr/Libr&Med/Dstrctwd	799.00
			9-12Text/Instrctn/Dstrctwd	499.00
330522	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Las Palm	2,488.32
330523	68	STAPLES ADVANTAGE	SplsNonI/Enterprs/Dstrctwd	15,000.00
330524	1	DELL COMPUTER	NonCapEq/SupvAdmn/Dstrctwd	1,297.24
330525	69	STAPLES ADVANTAGE	SplsNonI/Enterprs/Dstrctwd	1,333.60
	70		SplsNonI/Enterprs/Dstrctwd	1,333.20
	68		SplsNonI/Enterprs/Dstrctwd	1,333.20
330526	1	PRIORITY MAILING SYSTEMS	Rntl:Oth/Warehse /Dstrctwd	3,335.00
330527	1	FOLLETT SOFTWARE CO	Rnt&Repr/Libr&Med/Dstrctwd	33,179.28
			9-12Text/Instrctn/Dstrctwd	1,646.89
			K-8Textb/Instrctn/Dstrctwd	3,019.30
330528	1	INSIGHT SYSTEMS EXCHANGE	SplsNonI/Sch Adm /DJAMS	768.96
330529	1	A Z BUS SALES INC	SplsNonI/PuplTran/Dstrctwd	5,116.39
330530		VOID	VOID	0.00
330531	1	US BANK	SplsNonI/DW Undst/Dstrctwd	150,000.00
330532	1	SIGNS BY CREATIONS UNLIMITED	NonCapEq/Fac Acq /CVHS	2,934.36
330533		VOID	VOID	0.00
330534		VOID	VOID	0.00
330535	1	SELECT EQUIPMENT SALES INC	Rntl:Oth/Warehse /Dstrctwd	7,000.00
330536	1	TANDUS FLOORING INC.	SplsNonI/RR:Bldgs/Las Palm	2,474.94
330537	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	3,872.34
330538	1	MCGRAW-HILL/SRA	K-8Textb/Instrctn/Dstrctwd	396.31

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PO No.	Fund	Vendor	Description	Amount
330539	1	FOLLETT EDUCATIONAL SERVICES	K-8Textb/Instrctn/Dstrctwd	2,330.37
330540	1	MCGRAW-HILL/SRA	K-8Textb/Instrctn/Dstrctwd	465.82
330541	1	SINGAPOREMATH INC	K-8Textb/Instrctn/Dstrctwd	9,335.95
330542	1	NASCO WEST	InstMtls/Instrctn/LRMS	1,000.00
330543	1	NASCO WEST	InstMtls/Instrctn/LRMS	500.00
330544	1	MOORE'S SEWING MACHINE	InstMtls/Instrctn/LRMS	200.00
330545	1	HAAN CRAFTS	InstMtls/Instrctn/LRMS	3,000.00
330546	1	HAAN CRAFTS	InstMtls/Instrctn/DJAMS	1,000.00
330547	1	BOYCE INDUSTRIES	Rntl:Oth/Custodil/Dstrctwd	20,000.00
330548	1	STAPLES ADVANTAGE	InstMtls/Instrctn/DJAMS	5,000.00
330549	1	NASCO WEST	InstMtls/Instrctn/LRMS	300.00
330550	13	BARRETT-ROBINSON INC	EuipRpr /FoodServ/DHHS	2,992.00
330551	1	APPERSON PRINT MANAGEMENT SVCS	InstMtls/Instrctn/ArroyoMS	202.66
330552	1	VERIZON WIRELESS	SpplsNonI/PuplTran/Dstrctwd	1,933.95
330553		VOID	VOID	0.00
330554	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/San Juan	313.20
330555	1	EBERHARD EQUIPMENT	Rntl:Oth/Op:Grnds/Dstrctwd	20,000.00
330556	1	KARPUS, DAVID OR MARY	NPS /NPS /Dstrctwd	500.00
330557	1	PERMA-BOUND	Bks&Ref /Instrctn/MFMS	103.55
330558	1	SCHOLASTIC NEWS	InstMtls/Instrctn/MFMS	117.41
330559	1	TIME FOR KIDS	InstMtls/Instrctn/San Juan	967.16
330560	1	EAI EDUCATION	InstMtls/Instrctn/ArroyoMS	109.92
330561	1	WIESER EDUCATIONAL	InstMtls/Instrctn/ArroyoMS	253.72
330562	1	ATKINSON ANDELSON LOYA	Legal /SupvAdmn/Dstrctwd	100,000.00
330563	12	CHRISTINE STEIN	CnsltNon/Spch Aud/Dstrctwd	25,200.00
			SubNonCn/Spch Aud/Dstrctwd	16,800.00
330564	1	ART MASTERS INC	CnsltSvs/Instrctn/Reilly	5,498.00
330565	1	WEISS MD, DR SIDNEY	CnsltNon/HlthServ/Dstrctwd	2,000.00
330566	1	SCOTT FORESMAN	InstMtls/Instrctn/San Juan	1,115.86
330567	1	SCOTT FORESMAN	InstMtls/Instrctn/Bergeson	1,980.30
330568	1	SANTILLANA PUBL CO	InstMtls/Instrctn/San Juan	670.36
330569	1	TIME TIMER	SpplsNonI/HlthServ/Dstrctwd	32.40
330570		VOID	VOID	0.00
330571	1	WATCH MINDER	SpplsNonI/HlthServ/Dstrctwd	89.52
330572	1	STAPLES ADVANTAGE	InstMtls/Instrctn/MFMS	5,000.00
330573	1	STAPLES ADVANTAGE	InstMtls/Enterprs/DJAMS	500.00
330574	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/LRMS	3,000.00
330575	1	SCANTRON	InstMtls/Instrctn/SMS	229.53
330576	12	SCHOLASTIC EDUCATION INC	InstMtls/Instrctn/Dstrctwd	3,210.53
330577	1	ART MASTERS INC	CnsltSvs/Instrctn/Don Juan	6,743.00
330578	1	ART MASTERS INC	CnsltSvs/Instrctn/Moulton	4,554.00
330579	1	NMG GEOTECHNICAL INC	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
330580	1	MOBILE COMMUNICATION REPAIR	Rntl:Oth/PuplTran/Dstrctwd	43,800.00
330581	1	BACKSEAT DRIVER & ASSOC INC	Serv& Op/Instrctn/Dstrctwd	7,200.00
330582	1	CINTAS	Serv& Op/Saf&Trng/Dstrctwd	1,000.00
330583		VOID	VOID	0.00
330584		VOID	VOID	0.00
330585	1	APPLE TEXTBOOKS	9-12Text/Instrctn/Dstrctwd	1,277.77
330586	1	FOLLETT EDUCATIONAL SERVICES	9-12Text/Instrctn/Dstrctwd	1,281.85
330587	1	FOLLETT EDUCATIONAL SERVICES	9-12Text/Instrctn/Dstrctwd	1,305.13

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330588	1	MCGRAW-HILL/SRA	9-12Text/Instrctn/Dstrctwd	321.57
330589	1	TEXTBOOK WAREHOUSE	9-12Text/Instrctn/Dstrctwd	4,633.20
330590	1	TEXTBOOK WAREHOUSE	9-12Text/Instrctn/Dstrctwd	2,709.23
330591	1	OXFORD UNIV PRESS	9-12Text/Instrctn/Dstrctwd	1,507.68
330592	1	FOLLETT EDUCATIONAL SERVICES	9-12Text/Instrctn/Dstrctwd	1,270.62
330593	1	FOLLETT EDUCATIONAL SERVICES	9-12Text/Instrctn/Dstrctwd	1,318.10
330594	1	FOLLETT EDUCATIONAL SERVICES	9-12Text/Instrctn/Dstrctwd	7,523.60
330595	1	BENS ASPHALT	Rntl:Oth/RR:Bldgs/Dstrctwd	150,000.00
330596	1	HOUGHTON MIFFLIN HARCOURT	9-12Text/Instrctn/Dstrctwd	4,240.57
330597	1	PEARSON EDUCATION	9-12Text/Instrctn/Dstrctwd	5,611.80
330598	1	PEARSON EDUCATION	9-12Text/Instrctn/Dstrctwd	3,010.81
330599	1	MCGRAW-HILL/SRA	9-12Text/Instrctn/Dstrctwd	882.31
330600	1	WAYSIDE PUBLISHING	9-12Text/Instrctn/Dstrctwd	524.05
330601	1	PEARSON EDUCATION	9-12Text/Instrctn/Dstrctwd	2,612.17
330602	1	MCGRAW-HILL/SRA	9-12Text/Instrctn/Dstrctwd	2,205.76
330603	1	PEARSON EDUCATION	9-12Text/Instrctn/Dstrctwd	2,285.66
330604	1	PEARSON EDUCATION	9-12Text/Instrctn/Dstrctwd	4,902.23
330605	1	PEARSON EDUCATION	9-12Text/Instrctn/Dstrctwd	8,765.30
330606	1	PEARSON EDUCATION	9-12Text/Instrctn/Dstrctwd	3,579.06
330607	1	PEARSON EDUCATION	9-12Text/Instrctn/Dstrctwd	2,316.01
330608	1	PEARSON EDUCATION	9-12Text/Instrctn/Dstrctwd	1,410.39
330609	1	FOLLETT EDUCATIONAL SERVICES	9-12Text/Instrctn/Dstrctwd	1,574.64
330610	1	FOLLETT EDUCATIONAL SERVICES	9-12Text/Instrctn/Dstrctwd	916.11
330611	1	FOLLETT EDUCATIONAL SERVICES	9-12Text/Instrctn/Dstrctwd	313.20
330612	1	TEXTBOOK WAREHOUSE	9-12Text/Instrctn/Dstrctwd	9,454.97
330613	1	BAYSCAN	SpIsNonI/Libr&Med/Dstrctwd	288.79
330614	1	HOUGHTON MIFFLIN HARCOURT	9-12Text/Instrctn/Dstrctwd	6,108.10
330615	1	FOLLETT EDUCATIONAL SERVICES	9-12Text/Instrctn/Dstrctwd	1,910.52
330616	1	HOUGHTON MIFFLIN HARCOURT	9-12Text/Instrctn/Dstrctwd	3,490.34
330617	1	FOLLETT EDUCATIONAL SERVICES	9-12Text/Instrctn/Dstrctwd	679.49
330618	1	FOLLETT EDUCATIONAL SERVICES	9-12Text/Instrctn/Dstrctwd	2,755.62
330619	1	HOUGHTON MIFFLIN HARCOURT	9-12Text/Instrctn/Dstrctwd	884.63
330620	1	HOUGHTON MIFFLIN HARCOURT	9-12Text/Instrctn/Dstrctwd	2,617.76
330621	1	FOLLETT EDUCATIONAL SERVICES	9-12Text/Instrctn/Dstrctwd	1,805.49
330622	1	FOLLETT EDUCATIONAL SERVICES	9-12Text/Instrctn/Dstrctwd	2,129.76
330623	1	HOUGHTON MIFFLIN HARCOURT	9-12Text/Instrctn/Dstrctwd	21,202.83
330624	1	HOUGHTON MIFFLIN HARCOURT	9-12Text/Instrctn/Dstrctwd	7,710.12
330625	1	MCGRAW-HILL/SRA	9-12Text/Instrctn/Dstrctwd	4,376.24
330626	1	JOHNSTONE SUPPLY	NonCapEq/RR:Bldgs/CVHS	9,737.96
330627	1	CULVER-NEWLIN INC	InstMtls/Instrctn/SJHHS	336.96
330628	1	PYRAMID AUTISM CENTER	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	24,501.00
330629	1	MARDAN SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	10,433.00
330630	1	THERAPEUTIC EDUCATION CENTER	NPS /NPS /Dstrctwd	2,282.00
330631	1	THERAPEUTIC EDUCATION CENTER	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	19,776.00
330632	1	THERAPEUTIC EDUCATION CENTER	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	19,776.00

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PO No.	Fund	Vendor	Description	Amount
330633	1	ROSSIER PARK ELEMENTARY SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	42,233.00
330634	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	25,119.00
			Sub NPS /NPS /Dstrctwd	19,469.00
330635	1	SPEECH & LANGUAGE DEVEL	NPS /NPS /Dstrctwd	5,694.00
330636	68	CORVEL ENTERPRISE COMP INC	Serv& Op/Enterprs/Dstrctwd	323,000.00
330637	68	KEENAN & ASSOCIATES	Serv& Op/Enterprs/Dstrctwd	170,670.00
330638	1	DELL COMPUTER	NonCapEq/PuplTran/Dstrctwd	1,866.90
330639	12	COMMUNITY CARE LICENSING	Serv& Op/Sch Adm /Dstrctwd	440.00
330640	12	COMMUNITY CARE LICENSING	Serv& Op/Sch Adm /Dstrctwd	25.00
330641	12	COMMUNITY CARE LICENSING	Serv& Op/Sch Adm /Dstrctwd	25.00
330642	1	SPEECH & LANGUAGE DEVEL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	10,441.50
330643	1	WEST COAST MICROSCOPE	Rnt&Repr/Instrctn/AVMS	1,500.00
330644	1	MIND RESEARCH INSTITUTE	Serv& Op/Instrctn/Malcom	7,315.00
330645	1	MARDAN SCHOOL	NPS /NPS /Dstrctwd	3,612.00
330646	1	TECH4LEARNING	Serv& Op/Instrctn/Malcom	279.00
330647	1	LEARNING A-Z	Serv& Op/SEOthIns/Dstrctwd	96.12
330648	1	DON JOHNSTON INC	Serv& Op/SEOthIns/Dstrctwd	332.64
330649	1	APPLIED HUMAN FACTORS	InstMtls/SEOthIns/Dstrctwd	625.32
330650	1	TECH4LEARNING	Serv& Op/Instrctn/Reilly	162.00
330651	1	i-SAFE INC	Serv& Op/Instrctn/Dstrctwd	4,095.00
330652	1	MARDAN SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	10,433.00
330653	69	TRAVIS SOFTWARE	Serv& Op/Enterprs/Dstrctwd	1,425.00
330654	1	BYTES OF LEARNING INC	Serv& Op/Instrctn/SMS	799.00
330655	1	FREEDOM SCIENTIFIC LEARNING	InstMtls/SEOthIns/Dstrctwd	160.39
330656	1	HOTMATH INC	Serv& Op/Instrctn/ArroyoMS	277.50
330657	1	STAPLES ADVANTAGE	SpplsNonI/Sch Adm /AVMS	750.00
			InstMtls/Instrctn/AVMS	750.00
330658	1	STAPLES ADVANTAGE	SpplsNonI/Sch Adm /BAMS	1,000.00
330659	1	STAPLES ADVANTAGE	InstMtls/Instrctn/Tesoro	3,500.00
			SpplsNonI/Sch Adm /Tesoro	1,500.00
330660	1	WEST COAST MICROSCOPE	Rnt&Repr/Instrctn/LRMS	1,000.00
330661	1	SCHOOL SERVICES OF CALIFORNIA	Serv& Op/Bus/Fisc/Dstrctwd	3,300.00
330662	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/LRMS	500.00
330663	1	CA STATE UNIV SAN BERNARDINO	CnfrNonI/AcadmAdv/ANHS	325.00
330664	1	WAL MART L.N.	InstMtls/Instrctn/LRMS	500.00
330665	1	UC REGENTS	Conf:Ins/Instrctn/Dstrctwd	395.00
330666	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/StDev In/MFMS	300.00
330667	1	OCDE	Conf:Ins/StDev In/MFMS	425.00
330668	1	REGENTS OF THE UNIV OF CA, THE	CnfrNonI/AcadmAdv/ANHS	120.00
330669	1	REGENTS OF THE UNIV OF CAL	CnfrNonI/AcadmAdv/ANHS	80.00
330670	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/CVHS	10,000.00
330671	1	STAPLES ADVANTAGE	InstMtls/Instrctn/LFMS	5,000.00
330672	1	STAPLES ADVANTAGE	InstMtls/Instrctn/MFMS	5,000.00
330673	1	STAPLES ADVANTAGE	InstMtls/Instrctn/ANHS	5,000.00
330674	1	SEHI COMPUTER	InstMtls/Instrctn/NHMS	500.00
330675	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/Sch Adm /NHMS	1,000.00
330676	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/NHMS	6,000.00

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PO No.	Fund	Vendor	Description	Amount
330677	1	MINGUS MOUNTAIN ACADEMY	Residtl /NPS /Dstrctwd	24,999.00
			Sub RTC /NPS /Dstrctwd	4,001.00
			Sub MHBC/NPS /Dstrctwd	80,328.00
			Sub MHBC/PsychSer/Dstrctwd	23,403.80
330678	1	DEVEREUX - VICTORIA	Residtl /NPS /Dstrctwd	24,000.00
			Sub RTC /NPS /Dstrctwd	712.50
			Sub MHBC/NPS /Dstrctwd	78,475.00
			Sub MHBC/PsychSer/Dstrctwd	14,019.65
330679	1	DEVEREUX TEXAS TREATMENT	Residtl /NPS /Dstrctwd	24,999.00
			Sub RTC /NPS /Dstrctwd	5,096.00
			Sub MHBC/NPS /Dstrctwd	78,475.00
			Sub MHBC/PsychSer/Dstrctwd	46,073.95
330680	1	HERITAGE SCHOOLS INC	Residtl /NPS /Dstrctwd	24,174.00
			Sub MHBC/NPS /Dstrctwd	80,329.20
			Sub MHBC/PsychSer/Dstrctwd	27,375.00
330681	1	THERAPEUTIC EDUCATION CENTER	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	19,776.00
330682	1	THERAPEUTIC EDUCATION CENTER	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	19,776.00
330683	1	THERAPEUTIC EDUCATION CENTER	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	7,438.00
330684	12	CONTROLTEC INC	Serv& Op/Sch Adm /Dstrctwd	26,877.00
330685	1	CENTER FOR LEARNING AND	CnsltNon/PsychSer/Dstrctwd	5,000.00
330686	11	ADMINISTRATIVE SOFTWARE	Serv& Op/Instrctn/Dstrctwd	4,860.00
330687	1	VERIZON WIRELESS	NonCapEq/FacPlann/Dstrctwd	275.29
330688	1	BERRY, SCOTT AND/OR JAIME	NPS /NPS /Dstrctwd	625.00
330689	1	SE-KURE CONTROLS-GARY HUSON	SpplsNonI/Sch Adm /SJHHS	37.00
330690	1	MOLTER, BETTY ANN	CnsltNon/PsychSer/Dstrctwd	20,000.00
330691	1	DEPT OF JUSTICE	Serv& Op/Prsnl:HR/Dstrctwd	50,000.00
330692	1	SAN JOAQUIN CTY OFFICE OF EDUC	Serv& Op/Prsnl:HR/Dstrctwd	6,207.50
330693	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/Sch Adm /SJHHS	15,000.00
330694	1	STAPLES ADVANTAGE	SpplsNonI/Prsnl:HR/Dstrctwd	2,000.00
330695	1	AVID CENTER	Conf:Ins/Instrctn/DHHS	739.00
330696	1	STAPLES ADVANTAGE	SpplsNonI/Pup Serv/Dstrctwd	2,500.00
330697	1	SPARKLETTS	SpplsNonI/Pup Serv/Dstrctwd	500.00
330698	1	LAKESHORE LEARNING MATERIALS	InstMtls/SE0thIns/Dstrctwd	243.16
330699	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/HankeyES	2,000.00
330700	1	BYTES OF LEARNING INC	Serv& Op/Instrctn/MFMS	799.00
330701	1	MR. M'S WORLD	InstMtls/Instrctn/FNMS	2,000.00
330702	1	AUDITORY INSTRUMENTS	InstMtls/Instrctn/SJHHS	174.00
330703	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/SE0thIns/Dstrctwd	4,000.00
330704	11	ADMINISTRATIVE SOFTWARE	Serv& Op/Instrctn/Dstrctwd	4,778.40
330705	1	SCHOOL SERVICES OF CALIFORNIA	CnfrNonI/SuppSvcs/Dstrctwd	195.00
			CnfrNonI/Bus/Fisc/Dstrctwd	390.00
330706	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/HankeyMS	1,500.00
330707	1	APPLE COMPUTER INC	InstMtls/SE0thIns/Dstrctwd	433.92
330708	1	SCOE PRIVATE SCHOOLS	Serv& Op/Instrctn/MssHills	135.00
330709	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/Sch Adm /FNMS	4,500.00
330710	1	SOUTH COAST FAMILY MEDI CENTER	Serv& Op/Prsnl:HR/Dstrctwd	12,500.00
330711	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/Enterprs/DJAMS	840.24

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330712	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	17,189.00
330713	1	PSYCHEMEDICS CORPORATION	Serv& Op/Prsnl:HR/Dstrctwd	2,500.00
330714	1	HEAR NOW ABRAMSON AUDIOLOGY	NPA /Spch Aud/Dstrctwd	2,000.00
330715	1	SOUTH COAST MEDICAL GROUP	Serv& Op/Prsnl:HR/Dstrctwd	9,500.00
330716	1	SIDELINE POWER	InstMtls/CurAthlt/SJHHS	2,100.00
330717	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Dstrctwd	3,360.96
330718	1	COMPLETE OFFICE OF CA	SpplsNonI/SupvAdmn/Dstrctwd	1,500.00
330719	1	HEAR NOW ABRAMSON AUDIOLOGY	NPA /Spch Aud/Dstrctwd	29,994.00
			Sub NPA /Spch Aud/Dstrctwd	30,006.00
330720		VOID	VOID	0.00
330721	1	LIBRARY REPRODUCTION SERVICE	K-12Text/SE0thIns/Dstrctwd	1,637.60
330722	1	BETTER BUSINESS RECORDS	SpplsNonI/HlthServ/Dstrctwd	300.00
330723	1	OC HUMAN RELATIONS	CnfrNonI/Sch Adm /MFMS	100.00
330724	1	AMER PRINTING HOUSE FOR	K-12Text/SE0thIns/Dstrctwd	607.12
330725	1	WESTSIDE TEAM SPORTS	InstMtls/CurAthlt/SJHHS	20,000.00
330726	1	AMER PRINTING HOUSE FOR	K-12Text/SE0thIns/Dstrctwd	1,213.04
330727	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	11,219.00
330728	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	21,869.00
330729	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	21,869.00
330730	13	CUTTING EDGE SIGNS & GRAPHICS	Marketin/FoodServ/Dstrctwd	181.50
330731	13	EDUCATION MANAGEMENT SYSTEMS	CntrctFd/FoodServ/Dstrctwd	22,950.00
330732		VOID	VOID	0.00
330733	1	ACSA FOUNDATION FOR EDUCATION	Serv& Op/Prsnl:HR/Dstrctwd	10,000.00
330734	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	17,189.00
330735	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	17,189.00
330736	1	EXCEPTIONAL TEACHING INC	InstMtls/SE0thIns/Dstrctwd	164.06
330737	1	EXCEPTIONAL TEACHING INC	InstMtls/SE0thIns/Dstrctwd	216.39
330738	1	OCDE/MEDIA SERVICES	SpplsNonI/Prsnl:HR/Dstrctwd	37.40
330739	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	15,899.00
330740	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	19,589.00
330741	1	BRADLEY SCOTT FULTON	CnsltSvs/Instrctn/Dstrctwd	3,000.00
330742	1	TEXTBOOK WAREHOUSE	K-8Textb/Instrctn/Dstrctwd	414.72
330743	1	HOUGHTON MIFFLIN HARCOURT	9-12Text/Instrctn/Dstrctwd	156.10
330744	1	PEARSON EDUCATION	K-8Textb/Instrctn/Dstrctwd	1,946.29
330745	1	TEXTBOOK WAREHOUSE	K-8Textb/Instrctn/Dstrctwd	570.24
330746	1	TEXTBOOK WAREHOUSE	K-8Textb/Instrctn/Dstrctwd	1,814.40
330747	1	TEXTBOOK WAREHOUSE	K-8Textb/Instrctn/Dstrctwd	311.04
330748	1	TEXTBOOK WAREHOUSE	K-8Textb/Instrctn/Dstrctwd	673.92
330749	1	MCGRAW-HILL/SRA	K-8Textb/Instrctn/Dstrctwd	1,312.95
330750	1	YELLOWSTONE BOYS & GIRLS RANCH	Residtl /NPS /Dstrctwd	21,790.50
			Sub MHBC/NPS /Dstrctwd	76,650.00
			Sub MHBC/PsychSer/Dstrctwd	31,390.00

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PO No.	Fund	Vendor	Description	Amount
330751	1	SHACK-LAPPIN, CAROL	CnsltNon/GuidCnsl/Dstrctwd	24,999.00
			SubNonCn/GuidCnsl/Dstrctwd	25,001.00
330752	1	MILLER, KAREN	CnsltNon/SupvAdmn/Dstrctwd	15,000.00
330753	1	WAL MART L.N.	InstMtls/SEOthIns/Dstrctwd	79.12
330754	1	DAYLE MCINTOSH CENTER	CnsltSvs/Aid:Inst/Dstrctwd	20,000.00
330755	1	GOODWILL INDUSTRIES OF ORANGE	CnsltSvs/Aid:Inst/Dstrctwd	24,999.00
			SubInCon/Aid:Inst/Dstrctwd	95,001.00
330756	1	GOODWILL INDUSTRIES OF	NPA /NPA /Dstrctwd	2,000.00
330757	1	PASSARO, DR. PERRY DAVID	CnsltNon/PsychSer/Dstrctwd	5,000.00
330758	1	BUNDY, KEN & LINDA	Serv& Op/NPS /Dstrctwd	6,450.00
			Serv& Op/PsychSer/Dstrctwd	1,800.00
330759	1	BUNDY, KEN & LINDA	Serv& Op/PsychSer/Dstrctwd	2,905.00
330760	1	CHRISTOPHER & CATHERINE EVANS	Serv& Op/SEOthIns/Dstrctwd	4,000.00
330761	1	BARBER & GONZALES CONSULTING	Serv& Op/StaffNeg/Dstrctwd	30,000.00
330762	1	APEX LEARNING INC	Serv& Op/Instrctn/Cal Prep	41,900.00
330763	1	CRARY, BRENDA	CnsltNon/GuidCnsl/Dstrctwd	500.00
330764	1	GARCIA, IRMA R.	CnsltNon/GuidCnsl/Dstrctwd	500.00
330765	1	KRANTZ, TRICIA	CnsltNon/GuidCnsl/Dstrctwd	500.00
330766	1	FUN AND FUNCTION	SpplsNonI/HlthServ/Dstrctwd	67.23
330767	1	BIOMETRICS4ALL INC	Serv& Op/Prsnl:HR/Dstrctwd	2,000.00
330768		VOID	VOID	0.00
330769		VOID	VOID	0.00
330770	1	PRIME PAINTING CONTRACTORS INC	Rntl:Oth/RR:Bldgs/Concordi	47,898.00
330771	1	PATTERSON, PAMELA	Serv& Op/HlthServ/Dstrctwd	31,150.00
330772	1	SCHOOL SPECIALTY	SpplsNonI/HlthServ/Dstrctwd	114.70
330773	1	LAKESHORE LEARNING MATERIALS	InstMtls/SEOthIns/Dstrctwd	11.28
330774	1	ACHIEVEMENT PRODUCTS	SpplsNonI/HlthServ/Dstrctwd	57.17
330775	14	ABOVE ALL NAMES CONSTRUCTION	Rntl:Oth/RR:Bldgs/Concordi	34,810.75
330776	1	OLESINSKI KEN &/OR CYNTHIA	Residtl /NPS /Dstrctwd	1,400.00
330777	1	PEARSON EDUCATION	9-12Text/Instrctn/Dstrctwd	225.36
330778	1	LOYER, LAW OFFICES OF KATHLEEN	Legal /SupvAdmn/Dstrctwd	10,000.00
			Serv& Op/NPS /Dstrctwd	30,000.00
330779	1	AP BY THE SEA	Conf:Ins/Instrctn/Cal Prep	745.00
330780	1	YMCA OF ORANGE COUNTY	Serv& Op/Instrctn/Viejo	16,200.00
330781		VOID	VOID	0.00
330782		VOID	VOID	0.00
330783	1	ORANGE COUNTY DEPT OF EDUCAT	Serv& Op/Bus/Fisc/Dstrctwd	3,700.00
330784	1	HARRIS REALTY APPRAISAL	Serv& Op/FacPlann/Dstrctwd	18,650.00
330785	1	YMCA OF ORANGE COUNTY	CnsltSvs/Instrctn/Kinoshta	25,000.00
			Subagrmt/Instrctn/Kinoshta	75,500.00
330786	1	W W NORTON & CO, INC.	9-12Text/Instrctn/Dstrctwd	3,088.96
330787	1	JOSTENS	SpplsNonI/Pub Info/Dstrctwd	2,545.77
330788	1	YMCA OF ORANGE COUNTY	CnsltSvs/Instrctn/Viejo	25,000.00
			Subagrmt/Instrctn/Viejo	75,500.00
330789	1	DAVID FOSTER	CnsltSvs/Instrctn/Dstrctwd	2,000.00
330790	1	YMCA OF ORANGE COUNTY	CnsltSvs/Instrctn/San Juan	25,000.00
			Subagrmt/Instrctn/San Juan	75,500.00
330791	1	GAYLA M MASSEY, PSY D	CnsltNon/PsychSer/Dstrctwd	4,000.00
330792	1	DELL COMPUTER	NonCapEq/SupvAdmn/Dstrctwd	1,297.24
330793	1	DON JOHNSTON INC	InstMtls/SEOthIns/Dstrctwd	624.24

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PO No.	Fund	Vendor	Description	Amount
330794	1	YELLOWSTONE BOYS & GIRLS RANCH	Residtl /NPS /Dstrctwd	12,636.50
			Sub MHBC/NPS /Dstrctwd	45,150.00
			Sub MHBC/PsychSer/Dstrctwd	18,490.00
330795	1	CDW GOVERNMENT INC.	SplsNonI/TIS /Dstrctwd	597.25
330796	1	AMS.NET INC	Serv& Op/TIS /Dstrctwd	5,000.00
330797	1	SPEECH & LANGUAGE DEVEL	NPS /NPS /Dstrctwd	5,852.00
330798	1	ALL GREEN ELECTRONICS	Serv& Op/TIS /Dstrctwd	55.50
330799	1	AMS.NET INC	Serv& Op/TIS /Dstrctwd	24,110.36
330800	1	DELL COMPUTER	NonCapEq/FacPlann/Dstrctwd	1,152.05
330801	1	APPLE COMPUTER INC	InstMtls/SE0thIns/Dstrctwd	433.92
330802	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/LFMS	3,015.36
330803	1	BOYS TOWN CALIFORNIA INC.	CnsltNon/GuidCnsl/Dstrctwd	24,999.00
			SubNonCn/GuidCnsl/Dstrctwd	10,001.00
330804	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/LFMS	7,495.20
330805	1	SYNTEX GLOBAL	Serv& Op/PrntPart/Dstrctwd	8,000.00
330806	1	BYTES OF LEARNING INC	Serv& Op/Instrctn/LFMS	647.46
			Serv& Op/Enterprs/LFMS	215.46
330807	1	APPLE COMPUTER INC	InstMtls/SE0thIns/Dstrctwd	433.92
330808	1	APPLE COMPUTER INC	InstMtls/SE0thIns/Dstrctwd	433.92
330809	1	VHS INC DBA	Serv& Op/Instrctn/Cal Prep	5,000.00
330810	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/Las Palm	450.00
330811	1	PATRICIA MACDONALD AND	Serv& Op/Instrctn/VarSites	9,964.12
330812	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/Dstrctwd	35.00
330813	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/Las Palm	875.00
			CnfrNonI/Sch Adm /Las Palm	125.00
330814	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/Las Palm	600.00
330815	1	RIDDELL	Rnt&Repr/CurAthlt/Dstrctwd	17,000.00
330816	1	BSN SPORTS	Rnt&Repr/CurAthlt/Dstrctwd	8,300.00
330817	1	SPORT CHALET	Rnt&Repr/CurAthlt/Dstrctwd	25,000.00
330818	1	ORANGE COUNTY SCH BOARDS ASSN	Dues&Mmb/Board /Dstrctwd	125.00
330819	1	SYNTEX GLOBAL	Serv& Op/PrntPart/Dstrctwd	4,000.00
330820	11	DELTA SYSTEMS CO INC	InstMtls/Instrctn/Dstrctwd	36.61
330821	1	NCS PEARSON	Serv& Op/SupvAdmn/Dstrctwd	14,460.00
330822	1	DEVEREUX CLEO WALLACE	Residtl /NPS /Dstrctwd	7,750.00
			Sub MHBC/NPS /Dstrctwd	18,652.27
			Sub MHBC/PsychSer/Dstrctwd	13,965.77
330823	1	YMCA OF ORANGE COUNTY	Serv& Op/Enterprs/HankeyES	16,600.00
330824	1	HARBOTTLE LAW GROUP	Legal /SupvAdmn/Dstrctwd	100,000.00
330825	13	BOSSGRAPHICS	CntrctFd/FoodServ/DHHS	4,650.00
330826	1	AMS.NET INC	Serv& Op/TIS /Dstrctwd	31,403.59
330827	1	AMS.NET INC	Serv& Op/TIS /Dstrctwd	50,668.80
330828	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/Las Palm	400.00
330829	13	BOSSGRAPHICS	CntrctFd/FoodServ/DHHS	3,550.00
330830	1	CAMPCO	CnsltSvs/Instrctn/Las Palm	25,000.00
			Subagrmt/Instrctn/Las Palm	78,742.94
330831	1	WINGARD, RICHARD AND LORENA	Serv& Op/HlthServ/Dstrctwd	11,000.00
			Legal /SupvAdmn/Dstrctwd	2,600.00
330832	1	CAMPCO	CnsltSvs/Instrctn/Las Palm	18,380.00
330833	1	PROVIDENCE SPEECH AND	NPA /Spch Aud/Dstrctwd	4,000.00
330834	1	EDGENUITY	K-8Textb/Instrctn/Dstrctwd	20,000.00
330835		VOID	VOID	0.00

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PO No.	Fund	Vendor	Description	Amount
330836		VOID	VOID	0.00
330837	1	REHABMART LLC	NonCapEq/HlthServ/Dstrctwd	1,544.83
330838	1	KAGAN PROFESSIONAL DEVELOPMENT	Serv& Op/Instrctn/Viejo	29,555.00
330839	12	THOMSON REUTERS/BARCLAYS	Serv& Op/Sch Adm /Dstrctwd	140.00
330840		VOID	VOID	0.00
330841	1	PRENTKE ROMICH COMPANY	InstMtls/SE0thIns/Dstrctwd	409.80
330842	1	BLIND CHILDREN'S LEARNING	NPA /NPA /Dstrctwd	3,000.00
330843		VOID	VOID	0.00
330844	1	WESTGROUP MANAGEMENT INC	Serv& Op/M-R Reim/Dstrctwd	35,000.00
330845	1	ILLUMINATE EDUCATION	Serv& Op/PuplTest/Dstrctwd	197,200.00
330846	1	BRAINFUSE INC	Serv& Op/Instrctn/Cal Prep	3,000.00
330847	1	EDUCATIONAL BASED SERVICES INC	NPA /NPA /Dstrctwd	24,999.00
			Sub NPA /NPA /Dstrctwd	25,001.00
330848	1	STAPLES ADVANTAGE	InstMtls/SE0thIns/Dstrctwd	630.18
330849	1	RICK TROW PRODUCTIONS	InstMtls/SE0thIns/Dstrctwd	495.60
330850	1	ENABLEMART	InstMtls/SDCInstr/Dana ENF	128.00
330851	1	CRS INC	Serv& Op/Prsnl:HR/Dstrctwd	12,367.55
330852	1	CHILDREN'S LEARNING	CnsltNon/PsychSer/Dstrctwd	2,500.00
330853	1	CLEAN ENERGY	Ppl Tran/PuplTran/Dstrctwd	75,000.00
330854	1	PACIFIC GO NATURAL GAS	Ppl Tran/PuplTran/Dstrctwd	60,000.00
330855	1	PARKHOUSE TIRE INC.	Ppl Tran/PuplTran/Dstrctwd	5,000.00
330856	1	PRAXAIR	SplsNonI/PuplTran/Dstrctwd	1,500.00
330857	1	ORANGE COUNTY HEALTH AGENCY	Serv& Op/Dist Veh/Dstrctwd	3,000.00
330858	1	NEW PIG	Serv& Op/Dist Veh/Dstrctwd	6,000.00
330859	1	MITCHELL INTERNATIONAL	Ppl Tran/PuplTran/Dstrctwd	999.00
330860	1	FREEWAY AUTO SUPPLY & MACHINE	Ppl Tran/PuplTran/Dstrctwd	4,500.00
			SplsNonI/Dist Veh/Dstrctwd	4,500.00
330861	1	EASY WAY SAFETY SERVICES	Ppl Tran/PuplTran/Dstrctwd	10,000.00
330862	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/Tesoro	256.61
330863	1	DENAULT'S HARDWARE	Ppl Tran/PuplTran/Dstrctwd	3,000.00
330864	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/Tesoro	299.72
330865	1	A Z BUS SALES INC	Ppl Tran/PuplTran/Dstrctwd	60,000.00
330866	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/Tesoro	263.37
330867	1	BADEN SPORTS INC	InstMtls/Instrctn/Concordi	323.30
330868	1	ACORN NATURALISTS	InstMtls/Instrctn/Tesoro	151.81
330869	1	DANIELS TIRE SERVICE	Ppl Tran/PuplTran/Dstrctwd	100,000.00
			SplsNonI/Dist Veh/Dstrctwd	25,000.00
330870	1	FRICTION MATERIALS CO.	Ppl Tran/PuplTran/Dstrctwd	66,000.00
330871	1	SOUTHERN COUNTIES LUBRICANTS	Ppl Tran/PuplTran/Dstrctwd	20,280.00
			SplsNonI/Dist Veh/Dstrctwd	5,720.00
330872	1	TIFCO INDUSTRIES	Ppl Tran/PuplTran/Dstrctwd	12,060.00
			SplsNonI/Dist Veh/Dstrctwd	5,940.00
330873	1	TRUCPAR CO	Ppl Tran/PuplTran/Dstrctwd	20,000.00
330874	1	UNITED TRANSMISSION EXCHANGE	Ppl Tran/PuplTran/Dstrctwd	25,000.00
330875	1	ZEP MANUFACTURING CO	Ppl Tran/PuplTran/Dstrctwd	5,000.00
330876	1	RED WING SHOE STORE	SplsNonI/PuplTran/Dstrctwd	3,000.00
330877	1	SAN DIEGO CNTY OFFICE OF EDUC	Serv& Op/Dist Veh/Dstrctwd	10,000.00
330878	1	SOUTH COAST AIR QUALITY MGMT	Serv& Op/Dist Veh/Dstrctwd	10,000.00
330879	1	SO COUNTY PROTECTIVE WEAR	SplsNonI/PuplTran/Dstrctwd	5,000.00
330880	1	CAROLINA BIOLOGICAL SUPP	InstMtls/Instrctn/ANHS	69.24

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PO No.	Fund	Vendor	Description	Amount
330881	1	STATE WATER RESOURCE CTRL BRD	Serv& Op/Dist Veh/Dstrctwd	3,000.00
330882	1	PAINT STORE	Ppl Tran/PuplTran/Dstrctwd	2,000.00
330883	1	TOOL STOP & MACHINERY	SplsNonI/PuplTran/Dstrctwd	2,000.00
330884	1	CAROLINA BIOLOGICAL SUPP	InstMtls/Instrctn/Tesoro	103.66
330885	1	A Z BUS SALES INC	Ppl Tran/PuplTran/Dstrctwd	10,000.00
330886	1	RINCON TRUCK PARTS	Ppl Tran/PuplTran/Dstrctwd	30,000.00
			Rntl:Oth/PuplTran/Dstrctwd	30,000.00
			Rntl:Oth/Dist Veh/Dstrctwd	15,000.00
330887	12	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Dstrctwd	1,014.96
330888	1	CAROLINA BIOLOGICAL SUPP	InstMtls/Instrctn/DJAMS	920.85
330889	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/Tesoro	553.34
330890	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/Tesoro	643.94
330891	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/Tesoro	1,776.32
330892	1	PEARSON SCHOOL	InstMtls/Instrctn/Dstrctwd	1,713.27
330893	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/Tesoro	999.16
330894	1	MOLDAUER, PAMELA S.	CnsltNon/GuidCnsl/Dstrctwd	24,999.00
			SubNonCn/GuidCnsl/Dstrctwd	5,001.00
330895	1	GOPHER ATHLETIC	InstMtls/Instrctn/LFMS	1,299.39
330896	1	GOPHER ATHLETIC	InstMtls/Instrctn/SMS	371.64
330897	1	GOPHER ATHLETIC	InstMtls/Instrctn/ArroyOMS	251.99
330898	1	NASCO WEST	InstMtls/Instrctn/LFMS	76.64
330899	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/DJAMS	452.41
330900	1	IMAGE 2000	InstMtls/Instrctn/Benedict	670.44
330901	1	IMAGE 2000	SplsNonI/Enterprs/Bathgate	616.44
330902	1	IMAGE 2000	SplsNonI/Sch Adm /GrgWhite	1,925.40
330903	1	LIFETRENDS GROUP	SplsNonI/HlthServ/SCHS	174.30
330904	1	ETA/ HAND 2 MIND	InstMtls/Instrctn/Del Obis	4,002.33
330905	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/LFMS	453.19
330906	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/ArroyOMS	543.24
330907	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/SJHHS	556.09
330908	1	CAROLINA BIOLOGICAL SUPP	InstMtls/Instrctn/SJHHS	78.07
330909	1	PELLETS INC	InstMtls/Instrctn/Tesoro	173.95
330910	1	DELTA EDUCATION	InstMtls/Instrctn/MFMS	4,986.58
330911	1	NEFF COMPANY	InstMtls/CurAthlt/CVHS	2,910.00
330912	1	VICTORY PADDLE/SCHOOL PASSES	SplsNonI/Sch Adm /ANHS	120.11
330913	1	LIFETRENDS GROUP	SplsNonI/HlthServ/Tesoro	241.26
330914	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/Tesoro	2,408.84
330915	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/Tesoro	390.70
330916	1	DELL COMPUTER	SplsNonI/TIS /Dstrctwd	1,360.78
330917	1	FUSIONSTORM	Serv& Op/TIS /Dstrctwd	6,653.08
330918	1	DELL COMPUTER	NonCapEq/SEOthIns/Dstrctwd	812.29
330919	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/SEOthIns/Dstrctwd	1,000.00
330920	1	SPORT CHALET	InstMtls/CurAthlt/SCHS	9,981.63
330921	13	PC MALL GOV	Comptr /FoodServ/Dstrctwd	127.62

538 Purchase Orders \$13,651,034.52

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Warrant Number	Name of Payee	Reference Number	Amount
187971	ALISO VIEJO COMMUNITY ASSN	CL-130037	1,767.97
187972	BERGMAN DACEY GOLDSMITH	CL-130808	303.75
187973	BOWIE ARNESON WILES &	CL-130809	1,755.00
187974	CITY OF SAN JUAN CAPISTRANO	CL-130804	9,904.83
187975	CONSOLIDATED ELECT DISTR	CL-130041	47.95
187976	DAVID TAUSSIG ASSOC INC	CL-130810	8,264.35
187977	MOULTON NIGUEL WATER	CL-130100	8,490.06
		CL-130803	6,823.27
187978	SAN DIEGO GAS & ELECTRIC	CL-130807	79,557.62
187979	SANTA MARGARITA WATER	CL-130806	9,672.46
187980	SO CAL GAS CO	CL-130108	5,896.46
187981	SO COAST WATER DIST	CL-130110	10,059.15
187982	SOUTHERN CALIFORNIA EDISON	CL-130111	80,814.11
187983	BENS ASPHALT	CL-130891	27,240.12
		CL-130892	39,364.75
		CL-130893	31,603.25
		CL-130894	10,992.37
		CL-130895	11,549.12
		CL-130896	33,118.50
		CL-130897	392.00
187984	WLC ARCHITECTS INC	CL-130813	12,906.00
		CL-130814	14,800.00
		CL-130815	14,850.00
		CL-130816	9,850.00
		CL-130817	12,906.00
187985	DECISIONINSITE LLC	CL-130811	17,450.00
187986	EDENCO INC.	CL-130812	4,500.00
187987	COMPLETE OFFICE OF CA	CL-130200	181.02
		CM-140004	8.61-
		PV-140001	7.70
187988	DENAULT'S HARDWARE	CL-130726	10.79
187989	ECS IMAGING INC	CL-130727	10,738.03
187990	GENERAL BINDING CORP	CL-130238	5,880.60
187991	HIRSCH PIPE & SUPPLY	CL-130780	20.11
		CL-130781	2,392.90
187992	JONES-CAMPBELL CO., INC	CL-130256	1,883.52
187993	KELLY PAPER COMPANY	CL-130258	2,864.78
		CM-140018	247.16-
187994	KNORR SYSTEMS INC	CL-130939	1,085.13
		CL-130940	5,164.87
187995	LRP PUBLICATIONS	PO-330294	12,069.00
187996	MIKE DEBELLIS	CL-130262	60.00
187997	SHAMROCK SUPPLY CO INC	CL-130738	31.76
187998	SOUTH COAST AIR QUALITY MGMT	CL-130822	233.22

Attachment 2

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
187999	SOUTHWEST SCHOOL SUPPLY	-	
		CL-130739	21.49
		CL-130740	546.80
		CL-130741	57.30
		CL-130742	241.02
		CL-130743	324.40
		CL-130744	496.63
		CL-130745	7.21
		CL-130746	4.58
		CL-130747	399.76
		CL-130748	1,184.25
		CL-130749	17.93
		CL-130750	1,110.22
		CL-130751	56.67
		CL-130752	579.74
		CL-130753	103.35
		CL-130754	1,118.88
		CL-130756	58.31
		CL-130757	86.90
		CL-130758	27.88
		CL-130759	17.81
		CL-130760	119.62
		CL-130761	531.31
		CL-130762	1,854.05
		CL-130763	566.72
		CL-130764	60.03
		CL-130765	60.03
		CL-130766	15.61
		CL-130767	13.19
		CL-130768	18.21
		CL-130769	1,507.36
		CL-130770	213.29
		CL-130771	114.61
		CL-130772	856.96
		CL-130819	24.22
		CL-130823	20.83
		CL-130824	205.19
		CL-130825	36.85

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Warrant Number	Name of Payee	Reference Number	Amount
188000	SOUTHWEST SCHOOL SUPPLY	CL-130826	198.31
		CL-130827	9.29
		CL-130828	15.11
		CL-130829	74.22
		CL-130830	191.21
		CL-130831	332.56
		CL-130832	82.07
		CL-130833	210.45
		CM-140005	87.77-
		CM-140006	22.16-
		CM-140007	36.66-
		CM-140008	36.66-
		CM-140009	75.59-
		CM-140010	6.18-
188001	US GAMES	CL-130773	209.79
188002	WAL MART COMMUNITY/GEGRB	CL-130818	79.12
		CL-130835	295.63
		CL-130836	349.90
		CL-130837	143.84
		CL-130838	35.96
		CL-130839	145.00
188003	WAL MART COMMUNITY/GEGRB	CL-130840	177.22
		CL-130841	91.34
188004	WESTERN GRAPHIX	CL-130432	175.00
188005	YALE CHASE EQUIPMENT AND	CL-130433	1,760.21
188006	MCGRAW-HILL COMPANIES	CL-130821	1,097.25
188007	SOUTHWEST SCHOOL SUPPLY	CL-130755	84.12
188008	WAL MART COMMUNITY/GEGRB	CL-130834	476.61
188009	NETWORK HARDWARE RESALE	CL-130737	151,747.61
188010	ADAMS, KARA	CL-130654	114.31
188011	ALZAMORA, LUCERO	CL-130655	353.01
188012	ANDRE PHAN & MINH VU	CL-130703	313.23
188013	BALOGH, DAVID/MICHELLE	CL-130656	151.87
188014	BECERRIL, ARTURO OR BLANCA	CL-130657	81.63
188015	BINKELE, ROBERT & KELLY	CL-130660	103.40
188016	BODO, JOHN & TERA	CL-130661	1,269.22
188017	BOUCLY, CHRISTOPHER & DAWNIEL	CL-130662	570.15
188018	BOYD, VALERIE	CL-130664	144.75
188019	BRESSLER, ERIC & KATHY	CL-130665	177.19
188020	BROWN, BURTON OR PENELOPE	CL-130666	186.45
188021	CANET, DONALD OR ERIN	CL-130674	329.51
188022	CERVENAK, MIKE AND TIFFANY	CL-130675	1,275.92
188023	CHANG, RAMOND OR DIEM	CL-130667	571.78
188024	CHARTIER, BRIAN & LESLIE	CL-130668	226.23
188025	CLARK, BRIAN OR YOLANDA	CL-130669	128.10

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188026	COVINGTON, WYATT	CL-130670	504.66
188027	CROWELL, BRIDGETTE	CL-130671	666.70
		CL-130672	133.34
188028	DAVID OR JENNI QUASS	CL-130704	616.98
188029	DAVIS, HENRY & ELIZABETH	CL-130673	560.48
188030	DESHAZER, ALEX OR DARCY	CL-130676	77.52
188031	DOUGHERTY, PATRICK & BRANNAN	CL-130677	406.80
188032	DRAGOTTO, DAVID OR NATALIE	CL-130678	1,265.04
188033	DRUCKREY, CRAIG & CHRISTY	CL-130679	141.70
188034	FERREN, MATTHEW &/OR KATIE	CL-130680	140.25
188035	FINCH, JASON/NICOLETTE	CL-130681	223.74
188036	GARRINGER, RODNEY OR SARA	CL-130682	681.38
188037	GEISERT, GARRETT OR LEAH	CL-130683	454.93
188038	GUERRERO, HECTOR & GINA	CL-130684	291.09
188039	GUZMAN GARCIA, OMAR	CL-130685	185.32
188040	HAMEED, SHAWN	CL-130686	157.02
188041	HARRAMAN, RUSSEL & IVANA	CL-130687	366.11
188042	HAWORTH, MARK OR JENNIFER	CL-130688	50.62
188043	HENRY, SAMANTHA	CL-130689	291.00
188044	JOHNSON, EDWIN OR MELISS	CL-130690	715.77
188045	JUNCAJ, EMILIO & LESLI	CL-130691	122.04
188046	KEENE, SEAN OR TIFFANY	CL-130692	77.34
188047	KESHWANI, BOB & JAYSHREE	CL-130693	232.55
188048	LAW, YUET	CL-130694	317.87
188049	LOCKMAN, RICHARD OR AILEEN	CL-130695	182.16
188050	LOUIE, DARRYL OR CATHERINE	CL-130696	391.30
188051	MACIBORSKI, MIKE OR STEPHANIE	CL-130698	22.60
188052	MARTINEZ, ROBERT OR CHRISTINA	CL-130699	149.16
188053	MATHIESEN, DAN & TARA	CL-130697	498.10
188054	MURO, JUAN/SOPHIA	CL-130700	199.33
188055	NOXON, LISA C	CL-130701	47.98
188056	ORTIZ, VICTOR & BRANDY	CL-130702	957.11
188057	QUENGA, JOSEPH OR TRACY	CL-130705	2,670.41
188058	RAMOS, ELLIOT/SEPULVEDA, LYCEL	CL-130706	82.26
188059	RANGEL, CYNTHIA	CL-130707	85.43
188060	RICHMOND, HEIDI	CL-130708	69.61
188061	ROLING, ROGER OR MIKAIL	CL-130709	557.09
188062	SCHWARTZ, TONY OR STEPHANIE	CL-130711	458.78
188063	SQUIRRELL, BRANDON & ELIZABETH	CL-130712	393.69
188064	STEMPSON, KATHY	CL-130713	800.04
188065	THOMAS, ED OR REBECCA	CL-130714	249.51
188066	VAN EKELENBURG, DEL OR NOOSHIN	CL-130715	37.49
188067	WALKER, TRENT & MISTY	CL-130716	322.05
188068	ZIED, MARK RYAN/MANDY	CL-130710	303.74
188069	BARBAO, JOLYNN	CL-130537	17.00

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188070	BELL, ETHAN	CL-130538	81.00
188071	CARLISLE, TERESA	CL-130539	9.72
188072	COPPAGE, CARRI	CL-130540	35.64
188073	COYLE, CHRISTOPHER	CL-130541	81.00
188074	CROCKETT, STACEY	CL-130542	81.00
188075	DLUGOS, KAYLEY	CL-130543	15.00
188076	EDMUNDS, HAYDEN	CL-130546	82.00
188077	GARZA, CATHY LEE	CL-130544	16.00
188078	GREEN, AMANDA	CL-130545	80.00
188079	HOFFMAN, APRIL	CL-130547	13.00
188080	JAMIR, ALLYSSIA	CL-130548	77.00
188081	KERCKHOFF, ISABEL	CL-130550	10.00
188082	KISH, BETHANY	CL-130551	90.00
188083	KRAKORA, TRINITY	CL-130553	86.00
188084	LARKIN, DANA	CL-130554	130.00
188085	MATHUR, KUSHAGRA	CL-130555	58.00
188086	MERCADANTE, ANTHONY	CL-130556	21.00
188087	MOORE, JACKIE	CL-130557	10.00
188088	NEIMAN, RACHEL	CL-130558	15.00
188089	NOLAN, ZACHARY	CL-130560	104.00
188090	PAGE, WILLIAM	CL-130559	77.00
188091	RIVERA, ANGELA	CL-130561	60.00
188092	SCHOLL, BARBARA	CL-130562	25.65
188093	SHEPPARD, JACKSON	CL-130563	81.00
188094	SOLIS, YOLANDA	CL-130564	13.00
188095	SOTO, NICOLE	CL-130565	14.00
188096	SUMMERS, LESLEY	CL-130566	77.00
188097	TIERNEY, KATHLEEN	CL-130567	72.00
188098	TROPP, JUSTIN	CL-130568	84.00
188099	VALDEZ, YECENIA	CL-130569	20.00
188100	YEE, KAREN	CL-130570	21.00
188101	KEELER, DEBRA	CL-130549	27.97
188102	ANTONIUS, LYNDA	CL-130435	41.81
188103	BEAUCHAINE, KIMBERLY	CL-130438	238.43
188104	BENE, CHERI	CL-130439	53.68
188105	BENNETT, KATHLEEN	CL-130440	148.03
188106	BOLLA, BRENDA	CL-130441	96.05
188107	BROWN, SUSAN	CL-130442	70.06
188108	BUCKMAN, JENNIFER	CL-130443	71.76
188109	COWELL, SARAH	CL-130444	42.38
188110	COX, LINDA	CL-130445	184.76
188111	COX, WILLIAM A	CL-130446	49.72
188112	CUNNINGHAM, CHADWICK	CL-130447	54.81
188113	ELLIS, SHAWNA	CL-130448	58.20
188114	EXWORTHY, MARK	CL-130449	123.74

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188115	FAMALETTE, DWYNN	CL-130450	54.24
188116	FERGUSON, ERIN	CL-130451	88.71
188117	GIBSON, CHRISTINE	CL-130481	73.45
188118	GILMORE, SHELLY	CL-130453	62.15
188119	GRAY, LISA	CL-130454	46.33
188120	HAWKINS, TRACY D.	CL-130455	6.78
188121	HERNANDEZ, MARLO	CL-130456	42.94
188122	HERVEY, ROBIN	CL-130457	46.90
188123	HOOVER, GWYNETH	CL-130458	48.03
188124	HOWARD, ANDREA	CL-130459	36.73
188125	JONES, DOUG	CL-130460	48.03
188126	LAVERING, MELANIE	CL-130461	18.08
188127	MEISSNER, ANDREA	CL-130462	144.08
188128	METTERT, LISA M	CL-130463	66.11
188129	MORRIS, LINDSEY	CL-130464	49.72
188130	MORROW, ELYSE	CL-130465	53.68
188131	NAPORA, NOELLE	CL-130466	53.68
		CL-130467	53.67
188132	PETERSON, DEBRA	CL-130468	53.68
188133	PRATT, JONATHAN	CL-130469	48.59
188134	PRIMICIAS, MELISSA	CL-130470	90.97
188135	RIEGERT, KAREN	CL-130471	155.38
188136	RIGBY, MICHAEL	CL-130472	97.18
188137	SELIKSON, DEBBIE	CL-130473	16.39
188138	SHUMATE, DAGMAR	CL-130474	42.94
188139	SKINNER, PHILLIP	CL-130475	135.60
188140	STRONG, KARYN	CL-130476	163.85
188141	TABARI, LISA SEYEDI	CL-130477	120.91
188142	TERHUNE, CYNTHIA	CL-130478	272.33
188143	THORNBURG, QUIN	CL-130479	36.16
188144	WEBSTER, ANNE	CL-130480	58.76
188145	WEINELL, CAROL	CL-130482	25.99
188146	WENTZEL, KORY	CL-130483	62.72
188147	WHALEN, ANDREA	CL-130484	15.82
188148	WORKMAN, KEN	CL-130485	76.84
188149	WYNNE, LAUREN	CL-130486	63.85
188150	AZPEITIA, ROSALBA	CL-130436	6.78
		CL-130437	6.78
188151	FREY, DEBORAH	CL-130452	21.47
188152	APPLIED SCHOLASTICS INTL	CL-130929	1,594.17
188153	CLTA	PO-324878	700.00
188154	EDUCATIONAL DESIGN LLC	PO-330378	1,770.00
188155	GOODWILL INDUSTRIES OF ORANGE	CL-130937	122.50
188156	GRUDEN, NORMA	CL-130717	28.36
188157	ORANGE COUNTY SHERIFF DEPT	CL-130732	1,010.31

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188158	PULE, SILVIA	CL-130820	199.00
188159	ATKINSON ANDELSON LOYA	CL-130930	30,890.21
188161	DAVID & AUDRIA COHEN	CL-130725	2,700.00
188162	FARIBORZ, SURUR FAZELI	CL-130729	547.20
188163	MCCOY, MICHAEL AND PAM	CL-130784	720.00
		PO-330358	2,265.00
188164	MOLDAUER, PAMELA S.	CL-130731	1,545.00
188165	ORANGE COUNTY THERAPY SERVICE	CL-130733	432.00
		CL-130734	1,416.00
		CL-130735	872.00
188166	PARADIGM HEALTH CARE SERVICES	CL-130736	3,769.83
188167	SPEECH & LANGUAGE DEVEL	CL-130785	6,239.00
		CL-130786	5,836.13
		CL-130787	3,836.75
		CL-130788	4,577.38
		CL-130789	4,258.75
188168	TERI INC	CL-130790	1,645.07
188169	THERAPEUTIC EDUCATION CENTER	CL-130791	675.00
		CL-130792	675.00
		CL-130793	645.00
		CL-130794	675.00
		CL-130795	450.00
		CL-130796	675.00
		CL-130797	675.00
		CL-130798	339.00
		CL-130799	675.00
188170	WERTHEIMER-GALE & ASSOCIATES	CL-130800	58.50
		CL-130801	65.00
		CL-130802	39.00
188171	WESTSHIELD ADOLESCENT SERVICES	CL-130728	6,412.69
188172	BAILEY, REBECCA	CL-130487	15.82
188173	BENTO, KATHERYN	CL-130488	13.56
188174	BLANKENBILLER, MARIANNE	CL-130489	10.17
188175	BOGNAR, CATHERINE M.	CL-130490	47.03
		CL-130491	31.35
188176	BRANNON, DESIREE	CL-130492	57.63
188177	BROOKMAN, JOSEPH	CL-130493	44.07
		CL-130494	51.42
188178	BUTLER, SUSAN	CL-130495	162.72
188179	CARTISANO, JENNIFER	CL-130650	963.33
188180	COPPOLA, LUCI	CL-130496	431.10
188181	CROSS, MINDY	CL-130497	62.15
188182	CURLEY, JULIE	CL-130498	53.68
188183	FINNSSON, JAMIE	CL-130499	71.19

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188184	FITZSIMMONS, KATHLEEN	CL-130651	187.87
		CL-130652	187.86
188185	GONG, PHOEBE	CL-130500	292.11
188186	GRANT, TRACY	CL-130501	38.65
		CL-130502	25.76
188187	GROVES, LISA	CL-130503	169.78
		CL-130504	113.19
188188	HAWKINS, TRACY D.	CL-130505	2.26
188189	HESELTIME, CHRISTINA	CL-130506	30.51
188190	JOHNSON, CONSTANCE	CL-130507	16.39
188191	JONES, JOSEPH	CL-130508	255.38
188192	KENNEY, VALERIE	CL-130509	110.18
188193	KERINS, TRACY	CL-130510	21.47
188194	KULKARNI-FISH, MANISHA	CL-130511	94.92
188195	LACHEMANN, DINA	CL-130513	166.11
188196	LEDERMAN, SUE	CL-130514	79.67
188197	MATIENZO, NINA RIE	CL-130527	36.16
188198	MCCARTHY, ANNA	CL-130515	59.33
188199	MCDERMOTT, KIMBERLY	CL-130512	30.51
188200	MEISSNER, ANDREA	CL-130516	573.48
188201	MEYERS, AMY	CL-130517	406.24
188202	MITCHELL, KAREN P	CL-130518	117.52
188203	NIEMEYER, PAUL	CL-130519	135.60
188204	ONDRYAS, BRIANNA	CL-130521	43.51
188205	PARKER, LAURA	CL-130522	65.54
188206	PETTEY, STEPHANIE	CL-130523	46.10
		CL-130524	30.74
188207	RAFF, DEIDRE	CL-130525	181.93
188208	RICHARDSON, KATRINE	CL-130526	12.43
188209	SANCHEZ, LYNN	CL-130528	3.39
188210	SIELING, TARA	CL-130529	65.43
		CL-130530	43.62
188211	STURDEVANT-BROWN, LORI	CL-130531	13.56
188212	SUNICO, MA REGINA	CL-130653	292.67
188213	TAYNE, JULIE	CL-130532	213.01
188214	WALDERS, BRANNON	CL-130533	40.68
188215	WALSH, EILEEN	CL-130534	37.29
188216	WOBST, JUDY	CL-130535	10.17
188217	WORKMAN, KEN	CL-130536	175.15
188218	NIETO, DIANA	CL-130520	310.75
188219	COUNTY OF ORANGE	PV-140006	75.00
188220	AMERICAN LOGISTICS COMPANY LLC	CL-130925	13,895.50
188221	ASSOC BUSINESS PRODUCTS	CL-130938	113.24
188222	CALPERS FISCAL SERVICES DIV.	CL-130926	2,382.30
188223	DELL MARKETING L P	PV-140007	1,178.55

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188224	STATE BD EQUALIZATION	CL-130663	3,568.00
		CL-130805	22,891.15
188225	US BANK	CL-130927	13,282.62
188226	US BANK CORP PAYMENT SYSTEM	CL-130890	99.80
		CL-130899	49.80
		CL-130900	99.80
		CL-130901	451.66
		CL-130902	299.99
		CL-130903	59.95
		CL-130904	23.99
		CL-130905	19.30
		CL-130906	74.44
		CL-130907	5.34
		CL-130909	219.99
		CL-130910	69.98
		CL-130911	5.24
		CL-130912	14.99
		CL-130913	260.00
		CL-130914	14.99
		CL-130916	177.65
		CL-130917	28.70
		CL-130919	28.70
		CL-130920	159.63
		CL-130921	1,690.11
		CL-130922	183.17
		CL-130923	5.82
		CM-140011	261.00-
		CM-140012	210.77-
188227	OPPORTUNITY FOR LEARNING	CL-130571	240,934.00
188228	US BANK CORP PAYMENT SYSTEM	CL-130908	180.00
188229	CORVEL CORPORATION	PO-330400	11,530.45
188230	CAPISTRANO UNIFIED SCHOOL DIST	CL-130941	62,368.96
		CM-140013	744.80-
		CM-140014	1,403.56-
		CM-140015	289.60-
		CM-140016	7.74-
		CM-140017	18,006.30-
		PO-330320	1,046.16
188231	AMS.NET INC	CL-130572	472.00
188232	BILL WILSON	CL-130719	919.24
		CL-130775	1,031.37
188233	BOYCE INDUSTRIES	CL-130932	5,343.30
		CL-130933	5,343.30
188234	BRAIN POP LLC	PO-330307	1,270.75
188235	BURLY CUSTOM SCREEN PRINTING	CL-130596	35.50

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188236	CINTAS DOCUMENT MANAGEMENT	CL-130601	310.00
		CL-130934	2,068.00
188237	DICK BLICK WEST	CL-130220	497.95
188238	AMERICAN COUNCIL ON EDUCATION	CL-130718	713.00
188239	AMS.NET INC	CL-130578	19,607.31
		CL-130774	28,193.72
188240	CMRS-TMS	PO-330158	35,000.00
188241	COX COMMUNICATIONS	CL-131149	6,636.73
188242	GREG RHOTEN - TREASURER	PO-330481	600.00
188243	INTELLIGENT DIRECT INC	CL-131150	318.60
188244	MIRACLE RECREATION EQUIPMENT	CL-131151	1,339.55
188245	MR CLEAN MAINTENANCE SYSTEMS	CL-131152	8,371.24
188246	NATL SCH PUB RELATN ASSN	PO-330324	170.00
188247	NEOPOST USA INC	PO-330438	395.28
188248	ONE STOP BINDERY	PO-330150	80.00
188249	PACIFIC WATER SOLUTIONS	CL-131153	84.00
188250	PRIORITY MAILING SYSTEMS	CL-131156	874.88
188251	RADIO SHACK	CL-131157	151.31
		CM-140020	137.87-
188252	SC RENTALS	CL-131158	874.08
188253	SCHOOL LOOP	PO-330435	500.00
188254	SEHI COMPUTER	PO-330086	767.88
188255	SKYLINE PEST CONTROL	CL-131070	420.00
		CL-131159	240.00
188256	SMART & FINAL	PO-330323	132.58
188257	SO COUNTY PROTECTIVE WEAR	CL-131160	2,307.15
188258	SPARKLETTS	CL-131161	14.95
		CL-131162	15.27
		CL-131163	5.16
		CL-131164	24.35
		CL-131165	23.27
		CL-131166	10.15
		CL-131167	34.21
		CL-131183	5.78
		CL-131189	141.32
		CL-131190	36.10
188259	SPORTS FACILITIES GROUP INC	CL-131191	12,924.09
188260	STATE OF CALIFORNIA	PO-330405	5,120.00
188261	ULINE	CL-131088	177.14
		CL-131089	671.76
		CL-131192	588.96
		CM-140019	671.76-
		PO-330154	378.22
188262	UNIQUE SWEEPING	CL-131193	135.00
		CL-131194	135.00

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188263	WOODWIND AND BRASSWIND	CL-131196	323.14
188264	SPARKLETTTS	CL-131168	6.75
		CL-131169	3.11
		CL-131170	8.80
		CL-131171	7.21
		CL-131172	10.85
		CL-131173	8.80
		CL-131174	12.34
		CL-131175	3.11
		CL-131176	15.65
		CL-131177	5.69
		CL-131178	6.75
		CL-131179	3.64
		CL-131180	12.44
		CL-131181	5.16
		CL-131182	8.80
		CL-131184	11.22
		CL-131185	3.64
		CL-131186	3.11
		CL-131187	30.53
		CL-131188	30.53
188265	CERTIFIED TRANSPORTATION	CL-131071	1,856.00
		CL-131072	943.50
		CL-131073	2,736.75
		CL-131074	2,290.60
		CL-131075	2,480.00
188266	THOUSAND PINES OUTDOOR SCHOOL	PO-330449	1,366.80
188267	VAN VORHISKEY PHD, SUSAN E.	CL-131079	675.00
188268	XEROX CORPORATION	CL-131080	25,042.60
		CL-131081	15,239.98
		CL-131082	26,232.68
		CL-131083	7,050.52
		CL-131084	48,211.24
		CL-131085	16,939.08
		CL-131086	352.70
188269	MOBILE MODULAR	PO-330403	610.00
188270	ARKEE, SHEILA	CL-131009	112.32
188271	BOYER, DAVID OR MELISSA	CL-131010	256.71
188272	BROWN, ALAN & ROBERTA	CL-131011	265.77
188273	CAPAY, PONCIANO OR MARIA	CL-131012	729.99
188274	DAVID OR JENNI QUASS	CL-131018	205.66
188275	FIDEL ORTIZ OR BEVERLY ALLREAD	CL-131014	43.39
188276	HYLTON, CHRIS OR HERMINIA	CL-131013	76.57
188277	PALTIEL, MENACHEM/KREINA	CL-131015	256.91
188278	PETERSEN, DAVID OR LORIE	CL-131016	55.37

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188279	PETHTEL, SCOTT OR MICHELLE	CL-131017	73.00
188280	RITURBAN/JOHN PAUL & ANN	CL-131019	226.38
188281	RODAS, PHILLIP AND CAROLYN	CL-131020	148.15
188282	SANDOVAL-ESPITIA/MEZA-BAHENA	CL-131021	591.31
188283	SMITH, JAMES OR KIMBER	CL-131022	367.03
188284	TIERI, GERRY	CL-131023	446.13
188285	TRITZ, RICHARD &/OR JULIE	CL-131024	242.95
188286	UNGOS, JAY AND MARIE	CL-131025	542.40
188287	BRADLEY, JUDITH S	CL-130980	46.90
188288	BROWN, SUSAN	CL-130981	76.84
188289	BYRON, MEREDITH	CL-130982	3.96
188290	CARLISLE, TERESA	CL-130983	38.42
188291	CHRISTMAN-STURM, TRACY	CL-130984	25.43
188292	DIXON, AURORA	CL-130985	41.25
188293	DYE, JANETTE	CL-130986	49.16
188294	EATON, ANDREA	CL-130987	36.73
188295	HARMAN, NANCY	CL-130989	68.93
188296	HIGHTOWER, SHERI	CL-130990	30.51
188297	KIMINAS, ANTHONY	CL-130991	113.00
188298	KLISTER, PAMELA	CL-130992	61.59
188299	LOVE, HEATHER	CL-130993	61.02
188300	LUDLOW, JACK	CL-130994	11.30
188301	MARTINEZ, JUDITH	CL-130995	64.41
188302	MEISSNER, ANDREA	CL-130996	205.66
188303	MOGUET, NICHOLAI	CL-130997	53.11
188304	NORRIS, MAUREEN	CL-130998	44.64
188305	PEREZ, DEANNA	CL-130999	11.30
188306	SANTOS, CHRIS	CL-131000	41.81
188307	SCHROEDER, JANICE	CL-131001	79.10
188308	SIELING, TARA	CL-131002	51.19
		CL-131003	34.13
188309	STYLES, KAREN	CL-131004	705.12
188310	TALILI, MAILUMAI	CL-131005	69.50
		CL-131006	93.23
188311	TRAN, PHI	CL-131007	22.04
188312	WIEDEMAN, LORI	CL-131008	87.01
188313	EDEN, CRIS	CL-130988	22.60
188314	ALLEN, EVAN NATHANIEL	CL-130942	80.00
		CL-130943	16.00
188315	ARONSON, CLAIRE	CL-130944	104.00
188316	AVERYT, ANNE B	CL-130945	72.00
188317	BARBELLA, GRACE	CL-130946	13.00
		CL-130947	24.00
188318	BUYS, DEBBIE	CL-130979	29.70
188319	CAMISASCA, LOGAN	CL-130948	90.00

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188320	CASLER, KAREN	CL-130949	10.00
188321	CHAMBERS, GRANT	CL-130950	62.00
188322	COLE, NATHAN	CL-130951	68.00
188323	DIDIER, DELANEY	CL-130952	21.00
188324	DJOKAJ, AZRA	CL-130953	77.00
188325	FALLAHI, DELARA	CL-130954	85.00
188326	FATHOLLAHI, NILOOFAR	CL-130955	85.00
188327	FUKUBAYASHI, MARK	CL-130956	62.00
188328	GRANADOS, SILVIA	CL-130957	109.00
188329	HEKIMYAN, RICHARD	CL-130958	15.00
188330	LAMAESTRA, KAMRYN	CL-130959	62.00
188331	LOHDE, MARK	CL-130960	14.00
188332	MATHUR, KUSHAGRA	CL-130961	117.00
188333	MCKAY, MADELINE	CL-130962	58.00
188334	MCLAUGHLIN, GREGG	CL-130963	83.55
188335	MEDINA-SABAD, KRISTEN	CL-130964	72.00
188336	MOLINA, WHITNEY	CL-130965	72.00
188337	NAMY, NIKA	CL-130966	91.00
188338	O'DONNELL, CATRINA	CL-130967	81.00
188339	ORCAZ, JASMINE	CL-130968	87.00
188340	ORTIZ, ANDRES	CL-130969	84.00
188341	PATTERSON, CHANDLER	CL-130971	84.00
188342	PAUL, ALEXANDER	CL-130970	81.00
188343	TAKAI, TRAVIS	CL-130972	91.00
188344	TRUMAN, SANDY	CL-130973	20.00
188345	VAKHSHOURY, NOUR	CL-130974	87.00
188346	WASHINGTON, GUNNAR	CL-130975	88.00
188347	WEISS, ROYCE	CL-130976	81.00
188348	YOO, MINHYUNG	CL-130977	16.00
188349	MCPHILLIPS, NANCY	PV-140026	205.16
188350	CHITSAZ, FERESHTEH	PV-140027	195.00
188351	HERNANDEZ, DANIELLA	PV-140028	110.00
188352	HONG, LINDA	PV-140029	415.00
188353	LUCERO-MACAFAEE, CHRISTINA	PV-140030	425.00
188354	MAROLIA, BINDU	PV-140031	110.00
188355	MIYAMOTO, JUNKO	PV-140032	110.00
188356	PERAKIS, MONICA	PV-140033	224.00
188357	QUINTERO, ICLIA	PV-140034	110.00
188358	SHENOY, SHILPA	PV-140035	425.00
188359	TUNBRIDGE, TOSHA	PV-140036	115.00

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188360	ALPINE ACADEMY	CL-131026	999.00
		CL-131027	2,521.00
		CL-131028	5,105.70
		CL-131029	4,030.00
		CL-131095	3,040.00
		CL-131096	4,941.00
		CL-131097	3,900.00
188361	COALITION FOR ADEQUATE FUNDING	PV-140038	1,300.00
188362	DEVEREUX CLEO WALLACE	CL-131105	2,250.00
		CL-131106	6,149.10
		CL-131107	4,604.10
188363	DEVEREUX TEXAS TREATMENT	CL-131101	1,977.00
		CL-131102	5,219.00
		CL-131103	1,231.00
		CL-131104	1,152.30
188364	HERITAGE CENTER	CL-131041	2,244.00
		CL-131042	6,822.48
		CL-131043	2,325.00
		CL-131108	2,040.00
		CL-131109	6,602.40
		CL-131110	2,250.00
188365	MARDAN CENTER OF ED	CL-131112	59.00
		CL-131113	3,553.00
		CL-131114	3,612.00
		CL-131115	403.00
		CL-131116	3,209.00
		CL-131117	3,612.00
		CL-131118	3,612.00
188366	NEURO-EDUCATIONAL CLINIC	CL-131046	250.00
		CL-131047	250.00
188367	OAK GROVE INSTITUTE	CL-131048	2,854.94
		CL-131049	8,069.00
		CL-131050	2,725.17
		CL-131051	8,069.00
		CL-131119	602.24
		CL-131120	955.00
		CL-131121	8,069.00
		CL-131122	1,557.24
		CL-131123	1,572.88
		CL-131124	6,496.12
188368	SPEECH & LANGUAGE DEVEL	CL-131126	3,060.00
		CL-131127	3,881.50
		CL-131128	2,372.75
		CL-131129	2,674.25
		CL-131130	2,739.75

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188369	THERAPEUTIC EDUCATION CENTER	CL-131131	900.00
		CL-131132	1,800.00
		CL-131133	3,010.00
		CL-131134	2,025.00
		CL-131135	3,375.00
		CL-131136	3,375.00
		CL-131137	2,025.00
		CL-131138	2,445.00
		CL-131139	3,375.00
188370	YOUTH CARE OF UTAH	CL-131068	3,476.00
		CL-131069	9,610.00
		CL-131146	2,844.00
		CL-131147	2,474.00
		CL-131148	5,586.00
188371	BEYOND TECHNOLOGY	CL-131030	2,835.00
188372	CONTEMPORARY SERVICES CORP.	CL-131037	600.00
		CL-131100	439.25
188373	DEPT OF GENERAL SERVICES	CL-131039	184.00
188374	HELTON, BRENT	CL-131091	165.00
188375	ILLUMINATE EDUCATION	CL-131044	358.00
188376	LEISENRING, SUE	CL-131111	936.00
188377	MATSUMOTO, BRIAN	CL-131092	165.00
188378	ORANGE COUNTY DEPT OF EDUCATIO	CL-131054	125.00
		CL-131055	125.00
		CL-131125	90.00
188379	PETTEY, STEPHANIE	CL-131090	45.00
188380	STUTZ ARTIANO SHINOFF & HOLTZ	CL-131059	20,384.09
188381	BILL WILSON	CL-130931	1,004.75
188382	CLARK SECURITY PRODUCTS	CL-130720	74.40
		CL-131035	154.99
188383	CODESP	PO-330117	1,850.00
188384	COMPLETE OFFICE OF CA	CL-131099	345.92
188385	DPF FILTER SALES & CLEANING	CL-130625	350.00
188386	FOLLETT EDUCATIONAL SVC	CL-130234	513.32
188387	HAZELDEN EDUC MATERIALS	CL-130243	1,079.67
188388	CAPISTRANO LAGUNA BEACH ROP	CL-131098	25.00
188389	COMMUNITY ROOTS	CL-131203	21,872.22
188390	OPPORTUNITY FOR LEARNING	CL-131202	155,112.83
188391	OXFORD ACADEMY	CL-131201	141,730.48
188392	CORVEL CORPORATION	PO-330636	80,500.00
188393	KEENAN & ASSOCIATES	PO-330637	170,670.00
188394	CAPISTRANO UNIFIED SCHOOL DIST	CL-130941	79,989.62
		PO-330320	2,452.00
188395	CHLIC-CHICAGO	PO-330333	29,822.25
		PO-330336	14,914.42

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188396	UNUM LIFE INSURANCE	PO-330339	9,104.04
188397	A Z BUS SALES INC	CL-131313	140.12
		CL-131314	17.40
188398	ALISO NIGUEL AUTO CARE	CL-131319	435.74
188399	ANIMAL PEST MANAGEMENT SERVICE	CL-130928	1,530.00
188400	ASSOCIATION OF CALIFORNIA	CL-131315	520.00
188401	BIOMETRICS4ALL INC	CL-131324	23.25
188402	CHEVROLET OF IRVINE	CL-131329	658.29
188403	CINTAS CORP	CL-130193	260.60
188404	CINTAS CORPORATION #640	CL-131330	408.37
		CL-131331	408.35
188405	CLARK SECURITY PRODUCTS	CL-130720	1,140.78
188406	CLEAN ENERGY	CL-131036	5,089.14
188407	CROWN VALLEY TRANS	CL-131334	3,104.00
188408	DELL MARKETING L P	CL-130214	17,910.80
		CL-130215	16,059.64
		CL-130216	16,059.65
188409	DM COLOR EXPRESS	CL-131339	1,193.41
188410	DUNN-EDWARDS CORP	CL-130223	1,650.92
		CL-131340	162.18
188411	FACILITIES PROTECTION SYSTEMS	CL-130227	1,260.00
188412	FOLLETT EDUCATIONAL SVC	CL-130231	196.19
188413	HEWLETT-PACKARD COMPANY	CL-130245	44.23
188414	HIRSCH PIPE & SUPPLY	CL-130781	44.72
188415	HYDRO-SCAPE PRODUCTS INC	CL-130248	368.45
		CL-130782	298.41
		CL-130783	614.66
188416	JOHNSTONE SUPPLY	CL-130255	2,836.69
		CM-140021	199.55-
188417	LOCAL JANITORIAL & VACUUM	CL-130261	1,691.08
188418	PACIFIC ROOFING SYSTEMS	CL-131209	5,168.20
		CL-131213	319.80
188419	ASHLEY, IDA	CL-131308	203.79
188420	BANH, JULIE/NAM	CL-131283	739.20
188421	BATES, GILDA OR MARK	CL-131284	181.84
188422	CUHADAROGLU, MEHMET OR BELGIN	CL-131285	1,016.59
188423	DECK, JUSTIN OR MARISSA	CL-131286	223.73
188424	GOMPF, JUDITH	CL-131287	29.83
188425	HAMBLIN, GARY OR RHONDA	CL-131309	964.57
188426	KESHWANI, BOB & JAYSHREE	CL-131288	77.52
188427	LOUIE, DARRYL OR CATHERINE	CL-131289	177.86
188428	NOXON, LISA C	CL-131290	152.66
188429	PEREZ, JOSHUA & OLGA	CL-131291	115.26
188430	PETHTEL, SCOTT OR MICHELLE	CL-131292	25.76
188431	STEMPSON, KATHY	CL-131293	200.00

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188432	BLAND, LISA	CL-131260	84.75
188433	DAVIS, DANIELLE	CL-131264	287.59
188434	DUNN, CHRISTINE	CL-131265	163.85
188435	HAACK, KATHI	CL-131267	41.81
188436	HILL, DAWN	CL-131268	328.01
188437	JACOBS, ALLISON	CL-131269	371.77
188438	KROGMAN, DEBRAH	CL-131271	118.65
188439	SELIKSON, DEBBIE	CL-131274	16.95
188440	SHAH, RANA	CL-131276	61.02
188441	STIRLING, ROBERT	CL-131275	40.68
188442	TESKEY, KAREN	CL-131277	344.65
188443	TOWNSEND, NORM	CL-131278	117.52
188444	VARGAS, DAVID	CL-131279	102.27
188445	WEIS-DAUGHERTY, DENISE	CL-131280	89.27
188446	BROWNE, CAROLE	CL-131261	68.59
		CL-131262	171.48
		CL-131263	102.89
188447	FREY, DEBORAH	CL-131266	9.04
188448	PEREZ, VIRGINIA	CL-131272	23.43
		CL-131273	57.37
188449	KRAUSE, MATTHEW	CL-131270	108.48
188450	NUNAN, KATIE	CL-131282	150.86
188451	ABALOS, JERMAINE	PV-140072	56.75
188452	AHERN, SARA	PV-140073	80.00
188453	ALKAZHA, LELAS	PV-140074	85.00
188454	BAILEY, MEGAN	PV-140075	56.75
188455	BARTHOLOMEW, KARLA	PV-140076	85.00
188456	BAYLESS, MEGAN	PV-140077	85.00
188457	BEATTY, ANDREA	PV-140078	56.75
188458	BECKER, KARINA	PV-140079	300.00
188459	BEELER, MELISSA	PV-140080	85.00
188460	BIERMEIER, MAREN	PV-140081	56.75
188461	BLODGETT, MISTI	PV-140082	240.00
188462	BRAHM, KATHLEEN	PV-140083	143.00
188463	BRUSCH, KIMBERLY	PV-140084	100.00
188464	CASTRO, JOSEPH	PV-140085	85.00
188465	CHITSAZ, FERESHTEH	PV-140086	85.00
188466	CLOUTIER, RACQUEL	PV-140087	65.00
188467	CRAVEN, KARISSA	PV-140088	55.00
188468	CURAMENG, KATY	PV-140089	66.75
188469	CUTHBERTSON, KATHERINE	PV-140090	15.00
188470	DAO, NINA	PV-140091	85.00
188471	DAVID, CHRISTINE	PV-140092	300.00
188472	DONATELLI, BETH	PV-140093	61.75
188473	DONSKER, LINDY	PV-140094	56.75

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188474	DOSS, STACEY	PV-140095	85.00
188475	DUBE, NYASHA	PV-140096	85.00
188476	EKHLAS, FRISHTA	PV-140097	85.00
188477	ENTIRE, STACEY	PV-140098	85.00
188478	FEIST, SARAH	PV-140099	85.00
188479	FODERICK, CLAUDIA	PV-140100	56.75
188480	FORTUN, LINDSAY	PV-140101	41.75
188481	FRANCZYK, REBECCA	PV-140102	184.00
188482	FRY, JENNIFER	PV-140103	85.00
188483	GOLDEN, JESSICA	PV-140104	15.00
188484	GOMEZ, DESIREE	PV-140105	85.00
188485	GOODWIN, REBECCA	PV-140106	385.00
188486	GORMICK, HEATHER	PV-140107	56.75
188487	GURON, ANJNEET	PV-140108	56.75
188488	HAAS, CAROL	PV-140109	56.75
188489	HAGEN, TANYA	PV-140110	41.75
188490	HALL, LINDSEY	PV-140111	56.75
188491	HARRIS, REBECCA	PV-140112	56.75
188492	HART-BUNEVITH, CARISSA	PV-140113	100.00
188493	HATTER, KERRI	PV-140114	70.00
188494	HAYASHI, ERIKO	PV-140115	85.00
188495	HAZIZA, SAYAKA	PV-140170	85.00
188496	HENDERSON, HEATHER	PV-140116	56.75
188497	HSIEH, VANESSA	PV-140117	85.00
188498	JACKSON, ERIN	PV-140118	56.75
188499	KAMINSKI, CHRISTINA	PV-140119	85.00
188500	KARTCHNER, CHRISTINE	PV-140121	85.00
188501	KHOSRAVIANI, LEIA	PV-140122	85.00
188502	KLEIN, CINDY	PV-140123	85.00
188503	KLEIPS, ANGELA	PV-140124	85.00
188504	LARSON, CRYSTAL	PV-140125	70.00
188505	LAULE, SANDRA	PV-140126	85.00
188506	LEROY, LYNNETTE	PV-140127	15.00
188507	LOGGINS, PHOEBE	PV-140128	266.75
188508	LOPEZ, GRACIELA	PV-140129	71.75
188509	LUBOVISKI, SHIRLEY	PV-140130	99.25
188510	MAK, MICHELLE	PV-140131	41.75
188511	MALONE, STACY	PV-140132	85.00
188512	MANGALEKAR, RUPALI	PV-140133	85.00
188513	MERCADANTE, ANTHONY	PV-140134	85.00
188514	MONARCH, TIFFANY	PV-140135	56.75
188515	MONSON, KATIE	PV-140136	56.75
188516	NARAYAN, DHARMISTHABEN	PV-140137	85.00
188517	NEWTON, ANGELA	PV-140138	70.00
188518	NGUYEN, DEANNA	PV-140139	85.00

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188519	OKUMURA, JONNELLE	PV-140140	56.75
188520	OZEKI, YASUHITO	PV-140141	85.00
188521	PORTER, JENNY	PV-140142	10.00
188522	POWELL, KATE	PV-140143	56.75
188523	PRICE, NARGUIS	PV-140144	86.75
188524	PUCCINI, MANDY	PV-140145	56.75
188525	RAMIREZ, PERLA	PV-140146	718.00
188526	ROBINSON, ANGELA	PV-140147	112.50
188527	SABA, HANAN	PV-140148	85.00
188528	SACHDEVA, MONISHA	PV-140149	85.00
188529	SCRIMSHER, ANASTASIYA	PV-140150	85.00
188530	SELZ, MIROSLAVA	PV-140151	56.75
188531	SEPULVEDA, CYNTHIA	PV-140152	85.00
188532	SHAUGHNESSEY, KERRY	PV-140153	70.00
188533	SHENOY, SHILPA	PV-140154	56.75
188534	SKEEN, KIMBERLY	PV-140155	143.00
188535	SKIBBA, LAURIE	PV-140156	85.00
188536	SORESON, LINDI	PV-140157	85.00
188537	STAUB, HEIDI	PV-140158	385.00
188538	SWANSON, BETH	PV-140159	85.00
188539	TORABI, FAEZEH	PV-140160	210.00
188540	TRAN, NGA	PV-140161	85.00
188541	TURNER, NANETTE	PV-140162	270.00
188542	VANDERWEIDE, VIDETTE	PV-140163	35.00
188543	VO, TU	PV-140164	56.75
188544	WILSON, APRIL	PV-140165	85.00
188545	WILSON, SHANNON	PV-140166	56.75
188546	WOLAK, ANA	PV-140167	41.75
188547	WORTH, SUNCICA	PV-140168	225.00
188548	ZAHIR, FIZZA	PV-140169	56.75
188549	BACKSEAT DRIVER & ASSOC INC	PO-330581	5,880.00
188550	BOWIE ARNESON WILES &	-	
		CL-131491	6,000.00
		CL-131492	6,000.00
		CL-131493	6,000.00
		CL-131503	33,252.25
		CL-131506	9,739.56
		CL-131507	3,485.50
188551	BOWIE ARNESON WILES &	CL-131507	5,023.50
188552	CAL-STATE AUTO PARTS INC	CL-131327	140.17
		CM-140024	108.00-
188553	CITY OF SAN JUAN CAPISTRANO	CL-131533	5,872.09
188554	DEPARTMENT OF JUSTICE	CL-131299	1,426.00
188555	EBERHARD EQUIPMENT	CL-131341	787.35

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Warrant Number	Name of Payee	Reference Number	Amount
188556	FEDERAL EXPRESS CORP	CL-130730	186.10
		CL-131344	99.97
188557	INSIGHT SYSTEMS EXCHANGE	CL-130634	375.67
		CL-130635	383.22
		CL-130636	414.10
		CL-130637	766.40
		CL-130638	3,726.76
		CL-130639	414.10
		CL-130640	1,242.26
		CL-130641	21,076.02
		CL-130644	2,299.20
		CL-130645	766.40
		CL-130646	1,138.58
		CL-130647	383.22
		CL-130648	1,916.02
188558	INTERSTATE BATTERIES	CL-131346	109.45
188559	JOHN DEERE LANDSCAPES	CL-131350	1,221.01
188560	JOHNSTONE SUPPLY	CL-131351	601.45
188561	LOCAL JANITORIAL & VACUUM	CL-131357	83.86
		CL-131358	132.13
188562	PACIFIC PLUMBING COMPANY OF	CL-131208	4,946.42
188563	SAN DIEGO GAS & ELECTRIC	CL-131508	58,595.90
		CL-131509	1,000.00
188564	SANTA MARGARITA WATER	CL-131535	1,213.38
188565	SOUTHERN CALIFORNIA EDISON	CL-130111	14,039.03
		CL-131510	47,440.62
188566	INSIGHT SYSTEMS EXCHANGE	CL-130642	375.64
		CL-130643	375.64
188567	BOWIE ARNESON WILES &	CL-131490	5,190.00
188568	BOWIE ARNESON WILES &	CL-131489	470.00
188569	US BANK	PO-330379	2,433,427.94
188570	AUTISM SPECTRUM THERAPIES	CL-131321	7,631.25
188571	DIPKO, JEMILETH AND MARK	CL-130867	1,990.00
188572	KIDS INSTITUTE FOR DEVELOPMENT	CL-131353	4,485.00
188573	MC ILVAIN, PATRICK & STEPHANIE	CL-131365	1,498.87
188574	PATTERSON, PAMELA	CL-130882	8,425.00
188575	W W GRAINGER INC	CL-131398	15,878.34
		CL-131399	16.69
188576	ACTION LEARNING SYSTEMS INC	CL-131316	2,000.00
188577	DANNIS WOLIVER KELLEY	CL-131335	65.76
188578	JUAREZ, JERARDO R	CL-131093	165.00
188579	1 DAY PAINT AND BODY	CL-131609	1,358.97
		CL-131610	3,121.87
188580	COX COMMUNICATIONS	CL-131219	56.16
188581	MAIL FINANCE	PO-330502	1,103.73

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Warrant Number	Name of Payee	Reference Number	Amount
188582	MEDCO SUPPLY INC	CL-131420	1,367.94
188583	MIND RESEARCH INSTITUTE	CL-131222	3,562.50
188584	MISSION AUTO SERVICE	CL-131223	668.58
		CL-131422	312.00
188585	MOBILE COMM REPAIR INC	CL-131423	448.95
		PO-330580	43,800.00
188586	MOBILE FLEET WASH	CL-131424	1,010.75
		CL-131425	1,010.75
188587	MOORE'S SEWING MACHINE	CL-131427	1,640.49
188588	MR CLEAN MAINTENANCE SYSTEMS	CL-131224	8,384.57
188589	NASCO WEST	CL-131429	113.79
		CL-131431	448.79
		CL-131433	1,033.35
		CL-131434	1,033.34
		CL-131614	32.40
188590	OFFICE DEPOT	CL-131650	55.94
188591	ORANGE COUNTY DEPT OF EDUC	CL-131438	80.84
		CL-131440	135.00
188592	ORANGE COUNTY FIRE AUTHORITY	CL-131258	45.00
		CL-131441	340.00
188593	ORANGE COUNTY PROBATION DEPT	CL-131442	2,100.00
188594	ORANGE COUNTY REGISTER	CL-131443	140.52
188595	ORANGE CTY TANK TESTING	CL-131444	1,500.00
188596	ORIENTAL TRADING CO	CL-131447	58.00
188597	P A THOMPSON ENGR CO	CL-131225	526.77
		CM-140023	194.52-
188598	PAXTON/PATTERSON	CL-131449	1,018.02
188599	PC MALL GOV	CL-131154	149.25
188600	PEARSON ASSESSMENTS	CL-131450	2,880.64
188601	PEARSON EDUCATION	CL-131452	6,076.82
		CL-131453	3,752.65
188602	PRUDENTIAL OVERALL SUP	PO-330144	65.72
188603	SPICERS PAPER CO	PO-330152	3,134.99
188604	TROXELL COMM INC	CL-131479	317.52
		CL-131480	501.12
		CL-131481	1,503.36
188605	OFFICE DEPOT	CL-131649	86.97
188606	TRAVIS SOFTWARE	PO-330653	1,425.00
188607	STATE BD EQUALIZATION	CL-131729	414.50
188608	CITY OF SAN CLEMENTE	CL-130039	13,985.66
188609	MOULTON NIGUEL WATER	CL-131730	6,813.26
188610	ORANGE CTY DEPT EDUC	CL-130101	5,655.32
		CL-131733	952.33
188611	SAN DIEGO GAS & ELECTRIC	CL-131732	191,208.51
188612	SANTA MARGARITA WATER	CL-131731	898.60

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Warrant Number	Name of Payee	Reference Number	Amount
188613	SO CAL GAS CO	CL-130108	816.46
188614	TANDUS FLOORING INC.	CL-131531	14,417.47
		CL-131532	9,109.34
188615	ADAMSON, CORAL	CL-131512	37.29
		CL-131513	37.29
188616	BIRKINSHAW, SANDY	CL-131514	4.24
		CL-131515	4.24
188617	BOWDEN, JOANNA	CL-131516	45.77
188618	CARDIN, PATTI	CL-131517	5.94
		CL-131518	5.93
188619	CAUDILL, AMANDA	CL-131519	28.82
		CL-131520	28.81
188620	CLIFT, LYNNETTE I	CL-131521	34.18
		CL-131522	34.18
188621	DAVIS, DANIELLE	CL-131523	37.86
188622	ENGELSON, EMILY	CL-131525	37.29
		CL-131526	37.29
188623	ENRIQUEZ, MICHELLE L	CL-131527	32.77
		CL-131528	32.77
188624	FLUENT, TERRY	CL-131529	24.86
188625	FLYNN, MARGARET	CL-131530	24.02
		CL-131534	24.02
188626	FRIEDLANDER, DOROTHY	CL-131536	59.61
		CL-131538	59.61
188627	GILL, ARVINDER	CL-131539	58.20
		CL-131540	58.19
188628	GINSBERG-BROWN, CLAUDIA	CL-131541	55.37
188629	HAUN, BARBARA	CL-131542	38.99
		CL-131543	38.98
188630	JIMENEZ, DENISE	CL-131544	21.19
		CL-131545	21.19
188631	KOPELSON, KATHLEEN	CL-131546	79.67
		CL-131548	79.66
188632	LAIDLEY, JOANIE	CL-131549	57.35
		CL-131550	57.35
188633	LEAHY, CHRISTINA	CL-131551	17.80
		CL-131552	17.80
188634	MCKEE, DANISE	CL-131554	21.47
		CL-131555	21.47
188635	MORAND, CARA	CL-131556	29.10
		CL-131557	29.10
188636	NAPORA, NOELLE	CL-131558	28.54
		CL-131559	28.53
188637	ORGILL, JANELL	CL-131560	43.79
		CL-131561	43.79

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188638	PANNING LA BATE	CL-131562	20.34
		CL-131563	20.34
188639	RASHIDI, AKRAM KIM	CL-131564	21.76
		CL-131565	21.75
188640	SCHOOLER, DEBORAH	CL-131566	30.23
		CL-131567	30.23
188641	SELECMAN, LANA	CL-131599	61.05
188642	SHOFNER, BRIANNA	CL-131568	16.67
		CL-131569	16.67
188643	SMITH, ANNE	CL-131570	44.92
		CL-131571	44.92
188644	SOLTIS, PAMELA	CL-131590	44.07
		CL-131591	44.07
188645	TROFFER, GARRETT	CL-131592	35.32
		CL-131593	35.32
188646	TUNULI, JESSICA	CL-131594	34.75
		CL-131595	34.75
188647	WESTON, KELLY	CL-131596	17.80
		CL-131597	17.80
188648	DEMPSEY, PATRICE	CL-131524	29.38
188649	WILBUR, SANDRA S	CL-131598	31.08
188650	BERRY, SCOTT AND/OR JAIME	CL-131322	447.33
188651	BLIND CHILDREN'S LEARNING	CL-131325	3,451.00
		CL-131326	495.00
188652	DEVEREUX CLEO WALLACE	CL-131704	2,750.00
		CL-131705	1,837.39
		CL-131706	4,516.68
		CL-131707	4,757.57
188653	DEVEREUX TEXAS TREATMENT	CL-131336	1,203.80
		CL-131337	3,655.00
		CL-131338	2,145.91
188654	DIPKO, JEMILETH AND MARK	CL-130867	4,916.27
188655	KARPUS, DAVID OR MARY	CL-131352	355.74
		CL-131712	229.23
188656	MARDAN CENTER OF ED	CL-131359	1,720.00
		CL-131360	1,720.00
		CL-131361	2,580.00
		CL-131362	2,408.00
		CL-131363	1,376.00
		CL-131364	1,032.00
188657	PROFESSIONAL TUTORS OF AMERICA	CL-131389	3,407.00
		CL-131390	1,754.00
188658	PYRAMID AUTISM CENTER	CL-131391	4,500.00
188659	ROSSIER PARK ELEMENTARY SCHOOL	CL-131392	4,807.50
188660	TERI INC	CL-131397	2,115.09

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Warrant Number	Name of Payee	Reference Number	Amount
188661	ACTIVE LEARNING/HIBA SHUBLAK	CL-131317	1,050.00
188662	ALPEN SPRUCE LLC	CL-131320	14,511.36
188663	CONTEMPORARY SERVICES CORP.	CL-131038	1,692.00
188664	HARBOTTLE LAW GROUP	CL-131581	323.00
188665	ORANGE CTY DEPT EDUC	PO-330051	750.00
188666	CONTROLTEC INC	PO-330684	13,438.50
188667	AVID CENTER - NATIONAL	PO-330695	739.00
188668	CHURCHFIELD, LYNNE	CL-131486	30.30
		CL-131488	106.43
188669	CSUSB ATTN: IDALIA PINEDA	PO-330663	325.00
188670	REGENTS OF THE UNIV OF CA, THE	PO-330668	120.00
188671	REGENTS OF THE UNIV OF CAL,THE	PO-330669	80.00
188672	SCOE PRIVATE SCHOOLS	PO-330708	135.00
188673	APPLE COMPUTER INC	CL-130584	2,709.60
		CL-130585	1,513.92
		CL-130586	867.84
		CL-130587	433.92
		CL-130588	1,083.84
		CL-130589	2,803.08
		CL-130590	2,722.27
		CL-130591	777.79
		CL-130592	388.90
188674	BRINKS INC.	CL-131602	156.00
188675	CREATIVE CONTRACTORS CORP	PO-320946	750.00
		PO-325090	750.00
188676	COMMUNITY CARE LICENSING	PO-330639	440.00
		PO-330640	25.00
		PO-330641	25.00
188677	IRON MOUNTAIN	CL-131347	442.53
		PO-330399	152.80
188678	ONE STOP BINDERY	PO-330150	6,782.50
188679	ORANGE COUNTY REGISTER	PO-330406	898.00
188680	PACWEST AIR FILTER	CL-131448	8,616.24
188681	PERMA-BOUND	CL-131454	1,229.47
188682	PRAXAIR	CL-131456	43.40
		CL-131457	131.93
188683	PRINT & FINISHING SOLUTIONS	PO-330436	1,090.37
188684	PRO-ED	CL-131458	32.95
188685	PRUDENTIAL OVERALL SUP	CL-131459	27.93
188686	PSYCHEMEDICS	CL-131460	279.50
188687	PSYCHOLOGICAL ASSESSMENT RES	CL-131461	603.75
188688	PYRAMID WIRE & CABLE INC.	CL-131462	6,973.46
		CL-131651	55.81

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Warrant Number	Name of Payee	Reference Number	Amount
188689	QUALITY TOWING	CL-131226	246.00
		CL-131468	43.00
		CL-131469	59.00
188690	R&S SOIL PRODUCTS INC	CL-131227	3,888.00
		CL-131417	1,670.40
		CL-131470	273.60
188691	READ NATURALLY	CL-131471	2,273.70
		CL-131472	108.90
188692	RICKS TRAILER SUPPLY	CL-131473	747.98
188693	RIDDELL/ALL AMERICAN	CL-130411	4,388.08
		CL-131474	1,725.62
188694	RINCON TRUCK PARTS	CL-131228	189.55
		CL-131311	429.57
		CL-131418	3,651.32
		CL-131475	4,337.31
		CL-131476	1.10
188695	S&R SPORT	CL-131617	3,261.35
188696	SCHOLASTIC LIBRARY PUBLISHING	CL-131618	1,077.14
188697	SCHOOL LOOP	CL-131621	365.75
188698	SEHI COMPUTER	CL-131624	610.20
188699	SEPULVEDA BLDG MATERIALS	CL-131229	88.36
188700	SIGNS BY CREATIONS UNLIMITED	CL-131230	116.64
188701	SIMPLEX GRINNELL LP	CL-131231	15,793.62
188702	SMARDAN SUPPLY COMPANY	CL-131232	1,020.38
188703	SOUTH COAST FAMILY MEDI CENTER	CL-131234	365.00
		CL-131235	168.00
		CL-131236	392.00
		CL-131652	780.00
188704	SOUTHWEST SCHOOL SUPPLY	PO-323262	30.23
		PO-330370	206.61
		PO-330421	18,107.58
188705	AARDVARK CLAY	CL-130575	122.63
188706	ACETEC SECURITY SYSTEMS	PO-330242	6,435.00
188707	ADVANTAGE RADIATOR	CL-131318	85.09
188708	AIS SPECIALTY PRODUCTS INC	CL-131724	166.11
188709	APPLE COMPUTER INC	PO-330105	433.92
		PO-330106	433.92
		PO-330111	3,894.72
		PO-330447	3,080.04
		PO-330450	433.92
188710	BAVCO	CL-131752	1,240.57
		CL-131763	325.44
		CL-131765	325.44
188711	BIOMEDICAL WASTE DISPOSAL	CL-131323	99.00
188712	BLAIRS TOWING INC	CL-130187	250.00

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Warrant Number	Name of Payee	Reference Number	Amount
188713	COMPANION CORP	PO-330521	1,298.00
188714	COMPLETE OFFICE OF CA	PO-330362	215.98
		PO-330718	99.07
188715	EAGLE SOFTWARE	PO-330471	57,400.00
188716	EVERYTHING MEDICAL LLC	PO-330427	6,254.04
188717	FEDERAL EXPRESS CORP	PO-330159	228.62
188718	FOLLETT EDUCATIONAL SVC	PO-330259	486.00
188719	FOLLETT SOFTWARE CO	PO-330527	35,042.10
188720	GANAHL LUMBER	PO-330225	203.27
188721	HIRSCH PIPE & SUPPLY	CL-131709	854.99
188722	IDEAL COMPUTER SOUTH	PO-330099	6,870.00
188723	IMAGE 2000	CL-131710	85.00
188724	INTERSTATE BATTERIES	CL-131711	395.01
188725	JOHNSTONE SUPPLY	CL-130255	11,794.79
188726	KELLY PAPER COMPANY	PO-330151	4,326.38
188727	LAKESHORE LEARNING MATLS	PO-330054	71.80
188728	LIBERTY FLAGS	PO-330091	35.28
188729	LYRIS TECHNOLOGIES INC	PO-330098	2,863.00
188730	i-SAFE INC	PO-330651	4,095.00
188731	AMERICAN COUNCIL ON EDUCATION	CL-131699	107.00
		CL-131700	11.50
188732	CITY OF SAN CLEMENTE	CL-130039	16,663.32
188733	CITY OF SAN JUAN CAPISTRANO	CL-131780	28,385.69
		CL-131781	1,800.00
188734	MOULTON NIGUEL WATER	CL-131782	5,448.47
188735	PACIFIC ROOFING SYSTEMS	CL-131497	3,953.00
		CL-131498	3,953.00
		CL-131499	3,953.00
		CL-131500	3,953.00
188736	SAN DIEGO GAS & ELECTRIC	CL-131779	3,173.54
188737	SANTA MARGARITA WATER	CL-131783	2,447.26
188738	SMOG EXPRESS	CL-131233	99.90
		CL-131310	139.85
		CL-131478	934.25
188739	SNAP-ON TOOLS INDUSTRIAL	CL-131627	6,770.64
188740	SOUTHERN COUNTIES LUBRICANTS	CL-131237	3,188.56

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Warrant Number	Name of Payee	Reference Number	Amount
188741	STAPLES ADVANTAGE	CL-131511	24.92
		CL-131628	36.94
		CL-131629	50.74
		CL-131630	5.80
		CL-131631	17.54
		CL-131632	68.99
		CL-131633	72.75
		CL-131647	97.74
		CL-131648	97.73
		CL-131653	82.29
		CL-131654	82.30
		CL-131682	177.21
		CL-131683	122.53
		CL-131684	214.71
		CL-131685	709.21
		CL-131686	185.74
		CL-131728	161.46
188742	STORAGE CONTAINER.COM	CL-131238	296.80
188743	SUPER WAREHOUSE	CL-131635	3,079.04
188744	SUPPLY LINE BUILDING MATERIALS	CL-131636	28.24
188745	TARGET SPECIALTY PROD	CL-131239	1,781.67
188746	TEL TEC SECURITY SYSTEMS INC	CL-131638	8,768.01
188747	THOMAS KELLY SOFTWARE ASSOC LP	PO-330089	6,500.00
188748	TONY'S LOCKSMITH SERVICE	CL-131245	58.18
188749	TRUCPAR CO	CL-131246	119.88
188750	TUTTLE-CLICK FORD	CL-131247	640.75
		CL-131248	63.27
188751	UNITED TRANSMISSION EXCHANGE	CL-131482	475.00
188752	WASHINGTON STATE SCHOOL FOR	CL-131252	1,171.00
188753	WATERLINES TECHNOLOGIES INC	-	
		CL-131253	15,097.22
188754	WATERLINES TECHNOLOGIES INC	CL-131253	7,136.77
		CM-140025	201.42-
188755	WESTERN GRAPHIX	CL-131212	35.33
		CL-131254	222.83
188756	WESTERN PUMP	CL-131483	227.46
		CL-131484	227.46
188757	WHITE CAP	CL-131255	920.45
		CL-131485	155.99
188758	WILLIAM V. MACGILL & CO.	CL-131256	51.40
188759	YALE CHASE EQUIPMENT AND	CL-131655	4,894.46
188760	HM RECEIVABLES CO LLC	CL-131634	703.79

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Warrant Number	Name of Payee	Reference Number	Amount
188761	APPLE COMPUTER INC	CL-130180	874.65
		CL-130181	874.65
		CL-130579	5,858.88
		CL-130580	1,099.95
		CL-130581	1,943.28
		CL-130582	2,711.39
		CL-130583	800.88
188762	CLARK SECURITY PRODUCTS	PO-330228	722.83
188763	COMPLETE OFFICE OF CA	PO-330362	194.12
		PO-330384	70.15
188764	CONTRACT PAPER GROUP INC.	PO-330426	10,758.96
188765	CULVER-NEWLIN INC	PO-324789	14,233.64
188766	ENET COMPONENTS INC	CL-131761	318.82
188767	GAMETIME	CL-130236	3,380.45
		CL-131608	32.29
188768	GILBERT & STEARNS INC	CL-130628	4,841.75
		CL-131495	998.20
		CL-131760	1,629.05
188769	HYDRO-SCAPE PRODUCTS INC	CL-130783	49.55
188770	W W GRAINGER INC	CL-131676	4,625.39
188771	ADMINISTRATIVE SOFTWARE	PO-330686	4,860.00
188772	REBECCA ROMO	PV-140171	1,540.00
188773	CORNERSTONE THERAPIES	CL-131333	100.00
188774	MCCOY, MICHAEL AND PAM	CL-130874	720.00
		CL-130875	1,257.47
188775	WERTHEIMER-GALE & ASSOCIATES	CL-131140	234.00
		CL-131141	591.50
		CL-131142	26.00
		CL-131143	117.00
		CL-131144	630.50
		CL-131145	91.00
		CL-131400	117.00
		CL-131401	127.40
		CL-131402	39.00
		CL-131405	117.00
		CL-131406	617.50
		CL-131407	39.00
		CL-131408	266.50
		CL-131411	507.00
		CL-131719	78.00
		CL-131774	39.00
188776	APEX LEARNING INC	PO-330762	41,900.00
188777	ATKINSON ANDELSON LOYA	CL-131572	5,434.22
188778	DANNIS WOLIVER KELLEY	CL-131576	2,229.50
188779	DANNIS WOLIVER KELLEY	CL-131577	105.35

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

Warrant Number	Name of Payee	Reference Number	Amount
188780	NICOLE MILLER & ASSOC INC	CL-131714	4,080.00
		CL-131716	3,750.00
188781	CHARTIER, BRIAN & LESLIE	PV-140172	71.98
188782	GUPTA, SANJAY & MANISHA	PV-140173	383.29
188783	TRAN, CHAU & LUONG, PHUONG	PV-140174	137.63
188784	BRAUN, C. ANNE	CL-131753	80.23
188785	GODFREY, NICOLE	CL-131777	137.86
188786	HAMLETT, ASHLEY	CL-131754	106.79
188787	HANAFORD, LAURA	CL-131755	29.38
188788	HOOPER, GWYNETH	CL-131756	5.09
188789	MCMORRAN-MAUS, KRISTA	CL-131757	36.73
188790	STRONG, KARYN	CL-131758	68.93
188791	WYNNE, LAUREN	CL-131759	29.95
188792	CAPISTRANO LAGUNA BEACH ROP	CL-131690	24,999.00
		CL-131691	46,993.19
188793	CAPISTRANO UNIFIED SCHOOL DIST	CL-130941	2,448.47
		PO-330320	51,912.50
188794	CARRILLO, MARCELLA	PV-140175	262.73
823 Warrants			\$6,309,345.46

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

VENDOR	TITLE	BOARD APPROVAL DATE
A&R Wholesale Distributors, Inc.	Bid No. 1011-14 Grocery Products	5/9/2011
A&R Wholesale Distributors, Inc.	Bid No. 1011-13 Snack and Beverage Products	5/9/2011
A&R Wholesale Distributors, Inc.	Bid No. 1314-02 Frozen Food Products	6/26/2013
Above All Names Construction Services, Incorporated	Bid No. 1112-11, Concrete Maintenance & Repair	10/26/2011
Advantage Imaging Supply, Inc.	Bid No. 1314-04 Audio Visual Equipment	7/10/2013
American Logistics Co., LLC	Bid No. 1112-04 - Outsource Transportation Service	7/27/2011
AMS.NET Inc.	California Multiple Award Schedule Contract No. 3-09-70-0291Q, Electronic Data Processing (EDP) Equipment and Service	4/13/2010
AMS.NET Inc.	Western State Contracting Alliance (WSCA) WSCA 7-08-70-13, CA Participating Addendum AR-233 Cisco Networking Communications and Maintenance	11/9/2010
AMS.NET Inc.	California Multiple Award Schedule (CMAS) Contract No. 3-11-70-0291U, Purchase and Warranty of Hardware, Software, Software Maintenance, Installation, Maintenance and Repair	5/25/2011
AMS.NET Inc.	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services	3/28/2012
Architectural Roofing Systems dba Pacific Roofing Systems	Bid No. 1011-10, Roofing Repairs and Maintenance	3/8/2011
Atkinson, Andelson, Loya, Rudd & Romo	RFQ No. 10-0809 General Legal Services	12/15/2009
AVES Audio Visual Systems, Inc.	Bid No. 1314-04 Audio Visual Equipment	7/10/2013
Barrett-Robinson, Inc.	Bid No. 1314-04 Audio Visual Equipment	7/10/2013
B&H Foto & Electronics Corp. dab B&H Photo Video	Bid No. 1314-04 Audio Visual Equipment	7/10/2013
Ben's Asphalt, Inc.	Bid No. 1213-03 Asphalt Paving, Seal coating and Repair	5/22/2013
Bergman Dacey Goldsmith	RFQ No. 10-0809 General Legal Services	12/15/2009
Bowie, Arneson, Wiles, and Giannone	RFQ No. 10-0809 General Legal Services	12/15/2009
CA Track & Engineering	CMAS 4-09-78-0048A - Advanced Polymer Playground Surface Rubberized Sport Surface, Synthetic Track	9/12/2011
California Western Visuals	CMAS 3-08-70-2515A, GSA No GS-35F-0087U, Smart Technologies Interactive Shite Boards Hardware and Software	6/12/2013
California Western Visuals	Bid No. 1314-04 Audio Visual Equipment	7/10/2013
Camcor, Inc	Bid No. 1314-04 Audio Visual Equipment	7/10/2013
Campus Foods	Bid 1011-14 Grocery Products	5/9/2011
CDWG	Western State Contracting Alliance (WSCA) Contract No. 7-08-70-13 Cisco Networking Communications and Maintenance	11/9/2010

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

VENDOR	TITLE	BOARD APPROVAL DATE
CDWG	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services	3/28/2012
Certified Transportation Services, Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Cintas Corporation	RFP No. 3-1011, Uniform Service	12/7/2010
Collins & Aikman Floor covering, Inc. C&A/Tandus	Santa Monica-Malibu Unified School District Bid No. 9.10 Flooring Material District wide	5/14/2012
Concepts School and Office Furnishings	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Concepts School and Office Furnishings	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
Consolidated Electrical Distributors	Bid No. 1112-05 Electrical Supplies and Materials	6/29/2011
Consulting & Inspection Services	RFQ No 4-1011, DSA Approved Inspector of Record	1/11/2011
CR&R	Bid No. 1112-06 - Service to Collect, Recycle, and Dispose of Solid Waste District wide	8/8/2011
Contemporary Services Corporation	RFP No. 5-1213, Event Security Services	2/27/2013
Culver-Newlin	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Culver-Newlin	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
Dannis Woliver Kelley (DWK)	RFQ No. 10-0809 General Legal Services	12/15/2009
Dave Bang Associates, Inc.	Colton Joint USD Bid No. 09-01, Playground Equipment, Safety Surfacing, Outdoor Site Furnishings, DSA Shade Shelters	4/13/2010
David Taussig & Associates, Inc.	RFP No. 6-1011 Special Tax Consulting Services for Public Financing	4/11/2011
DecisionInsite	RFQ No. 6-1213, Demographic Consultant Services	3/27/2013
Dell Computer (Dell Marketing LP)	California Multiple Award Schedule Contract No. 3-94-70-0012, Purchase of Computer-Related Hardware, Software and Networking Equipment	7/21/2008
Dell Computer (Dell Marketing LP)	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27160 awarded to Dell Marketing L.P., California Participating addendum, Computer Equipment, peripherals, and related services.	6/27/2012
Desert Business Interiors	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Digital Networks Group, Inc.	California Multiple Award Schedule Contract No. 3-06-702070D, Purchase and Installation of Pole Mounted Systems for Video and Audio Switching, Control, and Projector Mounting	12/8/2008

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

VENDOR	TITLE	BOARD APPROVAL DATE
Digital Networks Group, Inc.	California Multiple Award Schedule Contract No. 3-12-70-2070E, General Services Administration Schedule No. GS-35F-0563U, Resale of Cisco Products and Cisco Branded Service	1/23/2013
Diversified Metal	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Dominos Pizza	Bid No. 1112-07 Pizza Service	8/24/2011
E. Stewart & Assoc, Inc.	Bid No. 1213-02 - Weed Abatement	5/23/2012
Edenco, Inc.	RFQ/P No. 2-1011, Construction Manager/District Representative	9/28/2010
Fieldman Rollapp & Associates	RFQ No. 8-1011, Financial Advisory Services	1/9/2012
Fusionstorm	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services.	3/28/2012
Gold Star Foods	Bid No. 1011-14 Grocery Products	5/9/2011
Gold Star Foods	Bid No. 1112-03 Bakery Products	6/29/2011
Golden Star Technology, Inc dba GST	Bid No. 1314-04 Audio Visual Equipment	7/10/2013
Government Financial Services	RFQ No. 8-1011, Financial Advisory Services	1/9/2012
Great Western	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Harbottle Law Group	RFQ No. 10-0809 General Legal Services	12/15/2009
Hertz Furniture	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Hollandia Dairy	Bid No. 1011-08 Milk and Dairy Products	3/8/2011
Hot Dogger Tours, Inc. dba Gold Coast Tours	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Illuminate Education, Inc.	RFQ No. 7-1011 Student Assessment Data Management System	5/25/2011
Insight Systems Exchange	Bid No. 1112-15 Refurbished Computer Equipment	10/24/2012
IPC (USA), Inc.	Multi-District Cooperative Bid No. 114-10, Fuel (Gasoline and Diesel)	7/13/2010
JFK Transportation, Co., Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Johnstone Supply	County of Orange Contract No. MA-080-1701016 - Air Conditioning, Refrigeration Equipment, Parts & Supplies	8/24/2011
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
Network Hardware Resale, Inc.	U.S. General Services Administration Contract No. GS-35F-0717R, Pre-Owned and Refurbished Cisco Systems Networking Equipment	11/9/2010

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

VENDOR	TITLE	BOARD APPROVAL DATE
Ninyo & Moore	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
NvLS Professional Services, LLC	RFQ No. 2-1213, E-Rate Consultant	6/27/2012
Office & Ergonomic Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Office Depot	Newport-Mesa Unified School District Bid No. 109-12 Office & School Supplies and Equipment	7/9/12
Office Depot	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
P&R Paper Supply Co.	Bid No. 1213-03 Paper and Plastic Products for Food and Nutrition Services	7/25/2012
Pacific Coast Sightseeing Tours & Charters	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Pacific Plumbing Co. of Santa Ana, Inc.	Bid No. 1213-01 - Plumbing Services	5/23/2012
Pacwest Air Filter	Palo Verde Unified School District Bid No. 111201, HVAC Filters and Installation	6/27/2012
Paradigm Health Care Services	RFP No. 6-0910 Medi-Cal Billing Services	6/15/2010
Pathway Communications, Limited	Bid No. 1314-04 Audio Visual Equipment	7/10/2103
Piper Jaffrey & Co.	RFQ No. 5-0910 Underwriter Services	12/15/2009
Prime Painting Contractors, Inc.	Bid No. 1314-08, Concordia School	7/10/2013
Pritchard Supply, Inc. dba Johnstone Supply	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
Reliance Communications	RFQ 3-1213 Mass Communications System	7/25/2012
Roadways International, Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Safeco Insurance Co. of America, Liberty Mutual Insurance Company	Bid No. 1011-11, CVHS Theater	10/8/2012
School Space Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
School Specialty	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
School Specialty	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
Schools First Federal Credit Union	RFQ/P No. 1-0809 Third Party Administration Services (TPA) for Capistrano Unified School District's 403(b) Plan	2/9/2009
SectorPoint, Inc.	CMAS Contract No. 4-11-03-0492A GSA Schedule No. GS-07F-0509W Non Information Technology Goods, Civic Permits Software	8.20.12
SHI International Corp.	Wasco Union Elementary School District RFP Project No. 059-12M.1 Microsoft Products	11/14/2012
South Orange County Community College District (Saddleback)	RFP No. 1-1314, After School Enrichment Activities and Camps Program Provider	4/24/2013
Southwest School and Office Supply	Placentia Yorba Linda, Bid No. 211-12, Supplies	1/25/2012
Staples Advantage	County of Orange Master Agreement No. MA-017-10011795 - Office Supplies	9/14/2010
Staples Advantage	County of Orange Master Agreement No. MA-017-10011795 - Office Supplies	5/23/2012
Stradling Yocca Carlson & Rauth	RFQ No. 10-0809 General Legal Services	12/15/2009

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

VENDOR	TITLE	BOARD APPROVAL DATE
Stutz, Artiano, Shinoff and Holtz	RFQ No. 10-0809 General Legal Services	12/15/2009
Sysco Food Services of L.A.	Bid No. 1011-14 Grocery Products	5/9/2011
Tel-Tec Security System	CMAS 4-11-84-0037A - Security Systems	9/12/2011
Transportation Charter Services, Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Troxell Communications, Inc	Bid No. 1314-04 Audio Visual Equipment	7/10/2013
United Refrigeration Inc.	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
VCOM dba Valiant National AV Supply	Bid No. 1314-04 - Audio Visual Equipment	7/10/2013
Vavrinek, Trine, Day & Co., LLP	RFP No. 2-0708 Audit Services	4/21/2008
Vending +Plus	RFP No. 4-1213, Snack & Beverage Vending Services	8/20/2012
Virco	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Waterline Technologies, Inc.	LAUSD Bid No. IFB C-1030, Swimming Pool Chemicals	3/28/2012
Waxie's Enterprises, Inc. dba Waxie Sanitary Supply	San Diego Unified School District Bid No. GD-13-0006-64, Custodial and Janitorial Products	1/23/2013
West Coast Arborists, Inc.	Bid No. 1112-10 Tree Trimming Maintenance Service	9/26/2011
Williams Scotsman	Los Alamitos Unified School District Bid No. 2010-0002, Relocation, Dismantle and Removal of DSA Portable Classroom	7/11/2011
WW Grainger, Incorporated	State of Nevada, Division of Purchasing, and Western States Contracting, Alliance Contract NO. 1862, Awarded to WW Grainger, California Participating Addendum No. 7-11-51-02	10/26/2011
Xerox Corporation	California Multiple Award Schedule Contract No. 3-01-36-0030A, Purchase and Warranty of Hardware and Software, Installation, Maintenance, Software Maintenance, License and Training on Xerox Products	6/15/2010

VENDOR PAYMENTS OVER 250K AS OF 07/23/13

2013-14

120832 METROPOLITAN EMPLOYEES	3,696,235.58
113144 OPPORTUNITY FOR LEARNING	400,570.24
078255 SAN DIEGO GAS & ELECTRIC	615,094.83
147868 US BANK	2,446,710.56

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Aliso Viejo Middle School PTSA	\$2,500.00	School Garden	Aliso Viejo Middle School
Arroyo Vista K-8 School PTA	\$1,000.00	Meet the Masters Deposit	Arroyo Vista K-8 School
Bergeson Foundation - MIP	\$800.00	2 Computers for Mandarin Immersion Program	Bergeson Elementary School
Canyon Vista Elementary School PTA	\$4,227.00	Student Supervisors	Canyon Vista Elementary School
Ms. Michele Taylor-Bible		Various Instructional Equipment	Capistrano Unified School District
The Men's Wearhouse	\$205.00	Instructional Supplies	Capistrano Valley High School
Ms. Reza Tabdili	\$400.00	Technology	Castille Elementary School
Parker James Ramirez Memorial Fund	\$5,000.00	Technology	Castille Elementary School
Ace Equities, Inc.	\$444.00	Instructional Supplies	Chaparral Elementary School
Clarence Lobo Booster Club	\$981.00	Teacher Stipends Outdoor Science School	Clarence Lobo Elementary School
Clarence Lobo Booster Club	\$400.00	Substitute Teacher Outdoor Science School	Clarence Lobo Elementary School
Clarence Lobo Booster Club	\$400.00	Substitute Special Ed Teacher Outdoor Science School	Clarence Lobo Elementary School
Concordia Elementary School PTA	\$115.00	Teacher Computers	Concordia Elementary School
Crown Valley Science Camp Foundation	\$746.54	Teacher Stipend	Crown Valley Elementary School
George White Elementary School PTA	\$650.00	Non-Instructional Materials	George White Elementary School
George White Elementary School PTA	\$2,805.00	5th Grade Science Labs	George White Elementary School
George White Elementary School PTA	\$2,210.00	Grades 1-4 Science Labs	George White Elementary School
Vending Plus	\$38.86	Instructional Supplies	George White Elementary School
John Malcolm Elementary School PTA	\$8,769.90	Instructional Supplies	John Malcolm Elementary School
CUSD Foundation	\$330.00	Field Trip Transportation	John Malcolm Elementary School
Sumner Photography	\$866.00	Instructional Materials	Ladera Ranch Elementary School
Laguna Niguel Elementary School PTA	\$500.00	Portable PA System	Laguna Niguel Elementary School
Laguna Niguel Elementary School PTA	\$500.00	Walkie-Talkies	Laguna Niguel Elementary School
Laguna Niguel Elementary School Foundation	\$5,000.00	Instructional Assistant	Laguna Niguel Elementary School
Laguna Niguel Elementary School Foundation	\$22,000.00	Intervention Teacher	Laguna Niguel Elementary School
Las Flores Elementary School PTA	\$20.00	Student Supervisor Additional Hours	Las Flores Elementary School
Las Flores Elementary School PTA	\$650.00	Walkie-Talkies	Las Flores Elementary School
Various	\$120.00	After School Donations	Las Palmas Elementary School
Las Palmas Elementary School PTA	\$69,718.00	Various Instructional Expenses	Las Palmas Elementary School
Mrs. Sandy Constant		One 32" Flat Screen Television and One 19" Flat Screen	Newhart Middle School
Oso Grande Elementary School PTA	\$9,854.58	Instructional Supplies	Oso Grande Elementary School
Oso Grande Elementary School PTA	\$259.55	Instructional Supplies	Oso Grande Elementary School
Oso Grande Elementary School PTA	\$25,000.00	Technology Equipment	Oso Grande Elementary School
Palisades Elementary School PTA	\$1,366.80	Deposit for 5th Grade Camp	Palisades Elementary School
Sumner Photography	\$575.00	Instructional Supplies	Palisades Elementary School
San Clemente High School PTSA	\$20.00	School Loop	San Clemente High School
San Clemente High School PTSA	\$30.00	Drug Screening	San Clemente High School
San Clemente Education Foundation	\$41,048.00	Academic Program Support	San Clemente High School
San Juan Elementary PTA Association	\$4,257.00	Non-Instructional Materials	San Juan Elementary School
Ms. Michele Taylor-Bible		HP Officejet 6500 Color Copier	Superintendent's Office
Tijeras Creek Booster Club	\$10,605.00	Pay for Instructional Assistant	Tijeras Creek Elementary School
Forster Ranch Education Foundation	\$15,000.00	SMART Boards	Truman Benedict Elementary School
Ms. Tamara Mordy	\$47.22	Instructional Supplies	Viejo Elementary School
Wells Fargo Foundation - Matching Funds	\$67.31	Instructional Supplies	Vista del Mar Elementary and Middle School

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Wells Fargo Foundation - Matching Funds	\$67.30	Instructional Supplies	Vista del Mar Elementary and Middle School
Vista del Mar Elementary School PTA	\$19,060.00	Instructional Aides	Vista del Mar Elementary School
Zumasys, Inc.	\$2,500.00	Cool School Reminder Binders	Vista del Mar Middle School
Mako Foundation	\$610.62	Common Core Sub Coverage	Vista del Mar Middle School
Sumner Photography	\$628.00	Instructional Materials	Wagon Wheel Elementary School
Wagon Wheel Elementary School PTA	\$1,728.75	Field Trip Transportation Reimbursement	Wagon Wheel Elementary School
	\$264,121.43		

AUGUST 14, 2013 BOARD MEETING
DISTRICT STANDARDIZED
INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, AND MASTER CONTRACT AGREEMENTS

NEW AGREEMENTS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	INITIAL CONTRACT TERM	NOT TO EXCEED
MCA *	1314044	3	Special Ed	Speech and Language Development Center	Basic Education Program/Special Education Instruction	7/1/2013-6/30/2014	\$ 250,000.00
ICA	1314046	3	Title II	David Foster	Provide Math Training to CUSD Teachers	8/15/2013-8/14/2014	\$ 2,000.00
ICA	1314047	5	Mello Roos	Knowland Construction Services	Provide Project Inspector Services for the CVHS Lunch Pavilion and Music Plaza	9/1/2013-8/31/2014	\$ 100,000.00
ICA	1314048	5	Mello Roos	Ninyo & Moore Geotechnical and Environmental Sciences Consultants	Provide Project Speciality Inspection Services and Material Testing Services for the CVHS Lunch Pavilion and Music Plaza	9/1/2013-8/31/2014	\$ 60,000.00
ICA	1314049	5	Mello Roos	Another Perspective, Inc.	Provide Project Scheduling Services for the CVHS Lunch Pavilion and Music Plaza	9/1/2013-8/31/2014	\$ 10,000.00
ICA	1314061	5	Food & Nutrition Services	Boss Graphics, Incorporated	Graphic Painting on Interior Walls at Dana Hills High School	8/15/2013-8/14/2014	\$ 8,200.00
ICA	1314062	3	Title I	Kagan Professional Development	Cooperative Learning Coaching and Workshops	8/15/2013-8/14/2014	\$ 29,555.00
PSA	1314064	3	Special Ed	Carren J. Stika	Psychoeducational Evaluation of CUSD Students	8/15/2013-8/14/2014	\$ 3,000.00
TOTAL						\$	462,755.00

RATIFICATIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	INITIAL CONTRACT TERM	NOT TO EXCEED
ICA	1314045	5	Mello Roos	Harris Realty Appraisal	Provide Appraisal Services to District	7/22/2013-7/21/2014	\$ 18,650.00
MCA *	1314063	3	Special Ed	New Haven Youth and Family Services	Basic Education Program/Special Education Instruction	7/1/2013-6/30/2014	\$ 235,000.00
TOTAL						\$	253,650.00

EXHIBIT 17

AUGUST 14, 2013 BOARD MEETING
DISTRICT STANDARDIZED
INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, AND MASTER CONTRACT AGREEMENTS

EXTENSIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	INITIAL CONTRACT TERM	NOT TO EXCEED
ICA	1213103	2	ASES	YMCA of Orange County (R H Dana Elementary)	After School Education and Safety Program	9/5/2013-9/04/2014	\$ 100,500.00
ICA	1213104	2	ASES	YMCA of Orange County (San Juan Elementary)	After School Education and Safety Program	9/5/2013-9/04/2014	\$ 100,500.00
ICA	1213105	2	ASES	YMCA of Orange County (Kinoshita Elementary)	After School Education and Safety Program	9/5/2013-9/04/2014	\$ 100,500.00
ICA	1213106	2	ASES	YMCA of Orange County (Viejo Elementary)	After School Education and Safety Program	9/5/2013-9/04/2014	\$ 100,500.00
ICA	1213109	3	Indian Education	Debra L. Horowitz	Parent and Student Education Workshops	8/21/2013-8/20/2014	\$ 300.00
ICA	1213111	2	NA	Vending +Plus	Snack and Vending Services	8/21/2013-8/20/2014	income
ICA	1213116	3	CHIEF	YMCA of Orange County (Carl Hankey K-8)	Physical Fitness Program that Supplements PE Curriculum to CUSD Students	9/18/2013-9/17/2014	\$ 16,600.00
PSA	1213114	3	Special Ed	Pamela Moldauer	Consulting Services for CUSD Special Ed Students	8/15/13-8/14/2014	\$ 40,000.00
						TOTAL	\$ 458,900.00

EXTENSION RATIFICATIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
ICA	1213001	3	General	Brainfuse, Inc.	Online Tutoring Services up to 125 hours	7/01/13-6/30/2014	\$ 3,000.00
ICA	1213052	5	Mello Roos & General	Westgroup Management, Inc.	Assist in Negotiation of a Mitigation Agreement with the Rancho Mission Viejo Company	6/1/2012-9/30/2013 Contract Amount \$205,000	New Contract Amount \$270,000, an increase of \$65,000
						TOTAL	\$68,000

AUGUST 14, 2013 BOARD MEETING
DISTRICT STANDARDIZED
INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, AND MASTER CONTRACT AGREEMENTS

AMENDMENT RATIFICATIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	INITIAL CONTRACT TERM	NOT TO EXCEED
PSA	1213195	5	General	Best, Best and Krieger	Provide General Legal Services as Requested by the District	4/25/2013-4/24/2014	Special Conditions
PSA	1213203	3	Special Ed	Boys Town California, Inc.	Provide In-Home Counseling and Guidance Services	7/1/2013-6/30/2014	Special Conditions

TOTAL \$

ICA - Independent Contractors Agreement

PSA - Professional Services Agreement

MC- Master Contract

Pillar 1 Community Relations

Pillar 2 Safe & Healthy Schools

Pillar 3 Academic Achievement & Enrichment

Pillar 4 Character Development

Pillar 5 Effective Operations

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



MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of August 15, 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**").

SPEECH AND LANGUAGE DEVELOPMENT CENTER

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this Agreement is for one year beginning 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: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date:

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address _____

FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR	SPEECH & LANGUAGE DEVELOPMENT CENTER	CONTRACTOR NUMBER <u>30-66456-6937437</u>	2012-2013 CONTRACT YEAR
(NONPUBLIC SCHOOL OR AGENCY)			
Per CDE Certification, total enrollment may not exceed		22 classrooms	If blank, the number shall be as determined 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
<u>\$135.50</u>	<u>Daily</u>

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Buena Park & cities w/common boundary	<u>\$34.00</u>	<u>Daily</u>
	b. Transportation – Cities w/o a common boundary w/Buena Park	<u>\$40.50</u>	<u>Daily</u>
	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	<u>\$81.50</u>	<u>Per hour</u>
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual (clinical)	<u>\$81.50</u>	<u>Per hour</u>
	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)	<u>\$14.00</u>	<u>Per hour</u>
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	<u>\$81.50</u>	<u>Per hour</u>
	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	<u>\$81.50</u>	<u>Per hour</u>
(9)	a. Behavior Intervention	_____	_____
	b. Behavior Intervention – Supervision	_____	_____
(10)	Auditory Training	<u>\$75.00</u>	<u>Per hour</u>
(12)	Residential Board and Care	_____	_____
(13)	Residential Mental Health Services	_____	_____

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

**By credentialed Special Education Teacher.



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of August 15, 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").

DAVID FOSTER

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 \$2,000 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 August 15, 2013 – August 14, 2014 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

CONTRACTOR

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

Signature _____

Name: _____

Title: _____

Address _____

Email Address: _____

FEIN/SSN _____

EXHIBIT A
FEE SCHEDULE

David Foster
17485 Monterey Road, Suite 205
Morgan Hill, CA 95037
Office Phone: 408-776-1645
Fax Phone: 408-778-3246
Cell Phone: 408-472-5706
Email: dfoster@svmimac.org

Provide Math Training Workshops for Teachers

*It is very important to include either an hourly or daily rate of pay.
This is necessary to determine partial payment in the event services cannot be
completed.*

Signature _____ Date _____

Typed or Printed Name _____



INDEPENDENT CONTRACTOR AGREEMENT

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KNOWLAND CONSTRUCTION SERVICES

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

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

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

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Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$100,000 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 September 1, 2013 – August 31, 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.

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[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: _____

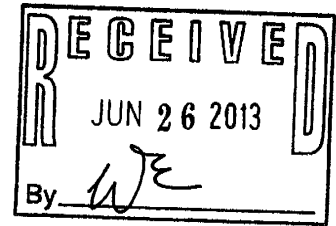
Title: _____

Address _____

Email Address: _____

FEIN/SSN _____

Attn: John Forney
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675



Knowland Construction Services

June 25, 2013

PROPOSAL FOR PROJECT INSPECTORS

SCHOOL DISTRICT: **Capistrano Valley Unified School District**

INSPECTORS: **Adam Price / Chris Knowland
(or other DSA IOR as approved by CUSD)**

PROJECT: **Capistrano Valley High School Lunch Pavilion & Music Court**

PROJECTED DURATION: **September 1, 2013 / February 28, 2014**

RATE: **\$73.00/hour (Per 2011 negotiated District approved Agreement.)**

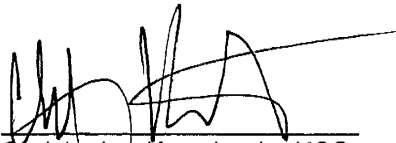
TOTAL ESTIMATE: **Not to exceed \$100,000.00**

PROJECT INSPECTOR AGENCY AGREEMENT AND CONTRACT DUTIES:

1. Knowland Inc, agrees to provide for continuous inspection of work for compliance with approved contract documents. Project Inspector duties as outlined in Title 24, Part 1, Chapter 4, Sections 4-333 thru 4-342 California Code of Regulations, including DSA Interpretive Regulations A-6, A-7, A-8, and as incorporated in the following paragraphs.
2. Represent the District under the guidance of the designee of the District Superintendent.
3. Attend all planning, pre-construction conference, project meetings, or meetings as required by the District.
4. Monitor and observe all Special Inspections performed by the Districts contracted Testing Lab as required by the Testing and Inspections Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by Special

Inspectors. Perform or monitor testing for Torque, Epoxy, Pull Tests and other tests as approved by the DSA Field Engineer. Knowland Inc. shall assist in minimizing unnecessary costs for testing where possible.

5. The District & the Inspector, Knowland Inc., shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.
6. The Agreement shall begin upon written notice by a representative of the District and remain in effect continuously until project closeout, unless terminated in writing. Contract is intended to be an agency agreement and may be terminated in 30 days by either party with or without cause. This Agency Agreement shall be assignable to other schools within the District, and shall apply to other Inspectors as requested and approved by the District. The District shall not employ, contract, or engage in business or mutually beneficial relationships with Inspectors introduced to the District through Knowland Inc., for a period of two (2) years after the dissolution of any contracts thru Knowland Inc, unless permission is granted prior to such relationships.
7. Knowland Inc , shall maintain in effect a 2 million dollar General Liability insurance policy, Workman's Compensation as required, and Full Liability Auto Insurance as required. District requests for additional insurances shall be paid additionally by the District at current market rates.
8. Capistrano Valley Unified School District agrees to pay Knowland Inc. the cost of project services billed at the rate as outlined in the fee schedule within 30 working days of receipt of invoice. Knowland Inc. (Project Inspectors / Project Managers) shall provide all necessary cell phones, laptop computers, digital cameras, and equipment necessary to maintain proper documentation and administrative functions throughout the duration of the project. The District shall provide all utility lines, office space and furniture per the project specifications.
9. Knowland Inc. shall provide to the District at the end of the project all project cumentation in a professional format in binders and on a computer CD.
10. District shall be billed in (8) hour increments per day for the first (8) hours. When an IOR is on vacation or unable to be at the project for reasons beyond his reasonable control, a DSA certified Project Manager will be assigned to oversee the project, and shall be responsible for the accurate reporting of all activities to the Inspector of Record. Hours billed for inspection services shall include only hours worked in support of the project. IOR may work as many projects as reasonable during the eight hour billing increment. Other billing arrangements may be as agreed in writing by the District.
11. Knowland Inc. shall provide the District professionally bound documentation, including digital photos, testing documentation, daily reports, semi-monthly reports, and information which will provide the District an objective evaluation of the project history. This documentation will be turned in each month with invoices. Invoices shall not be paid until documentation is submitted to the District.


Christopher Knowland – KCS
Knowland Inc.

Agent – Capistrano Unified School District



INDEPENDENT CONTRACTOR AGREEMENT

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NINYO & MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS

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:

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[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 _____

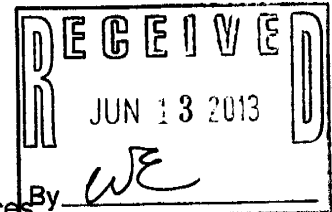
Email Address: _____

FEIN/SSN _____



June 13, 2013
Project No. 208238001

Mr. John Forney
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, California 92675



Subject: Proposal for Specialty Inspection and Materials Testing Services
Capistrano Valley High School Lunch Pavilion and Music Plaza
Mission Viejo, California

Dear Mr. Forney:

Ninyo & Moore is pleased to submit this proposal for materials testing and specialty inspection services during construction of the Capistrano Valley High School Lunch Pavilion and Music Plaza project located at 26301 Via Escolar in Mission Viejo, California. As your materials testing consultant, we will provide you with comprehensive services in an efficient manner. We foresee our services as supplemental and as-needed to assist the full-time inspection and construction management team. We have prepared our proposal based on our review of the project plans, and our discussions with your construction team. We understand that the planned project will generally consist of a new lunch pavilion and music plaza. The new lunch pavilion and music plaza will generally be comprised of three shade structures and a music stage. Structurally, the shade structures will consist of structural steel framing and will be founded on reinforced concrete caisson type footings. The shade structures are approximately 60 feet by 30 feet in dimension. The music stage will consist of a reinforced concrete stem wall and concrete deck. Associated site improvements will include reinforced concrete spread footings, concrete flat-work, and concrete masonry unit (CMU) retaining walls.

SCOPE OF SERVICES

Our services will be performed in general accordance with the California Code of Regulations Title 24. Based on our understanding of the proposed construction and our experience with similar projects, we propose to provide the following scope of services:

Project Coordination and Technical Support

Project coordination, technical support, and management, including review of the project geotechnical reports, plans and specifications, distribution of test reports, work scheduling, and submittal of Forms SSS-5 and SSS-6 for each specialty inspector.

Regular distribution of test and inspection reports to the Project Inspector, DSA Field Representative, Structural Engineer/Architect, and Construction Manager, in accordance with Title 24.

Attendance at pre-construction meetings and as-needed field meetings.

Meeting attendance for coordination of close-out documents with the Project Inspector, District and Architect.

Specialty Inspection and Materials Testing Services

Load and/or torque testing on expansion and epoxy anchor bolts.

Field technician services for batch plant inspection during production of structural concrete and grout, including checking mix design, monitoring batch weights, sampling aggregates, and signing delivery tickets.

Field technician services for sampling structural concrete and grout including checking slump and temperature and casting a set of concrete cylinders in accordance with the project specifications.

Field technician services for sampling, tagging, and testing of construction materials, such as reinforcing steel, high strength bolts and washers, and cement.

Preparation of daily reports, concrete cylinder test data sheets and field memoranda to document the items inspected.

Welding inspection and bolting inspection services during field and shop structural steel welding and non-destructive testing of the welds at the fabrication shop and during assembly at the site.

Masonry inspection services during structural masonry construction including full-time observation during block placement, inspection of rebar size, grade, quantity and clearances.

Laboratory testing, including reinforcing steel conformance testing, and compressive strength testing of concrete, grout, mortar, and CMU block specimens sampled in the field.

Preparation and submittal of the project close-out documents including the laboratory verified report and special inspection verified report.

ASSUMPTIONS

Based on our experience with similar projects, the following assumptions have been made in the preparation of our scope of services:

We assume our services are subject to prevailing wage requirements.

We assume our services will be scheduled and coordinated by the construction management and inspection team on an as-needed basis.

Our estimated fee does not include stand-by time or costs associated with retesting or re-inspecting materials that were found not to be in compliance with the project plans or specifications. Our services will depend on the construction schedule and the contractor's operations. Hours spent that exceed those in the attached tables will be billed on a time-and-materials basis.

ESTIMATED FEE

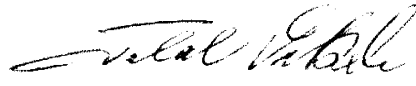
We propose to provide specialty inspection and materials testing services on a time-and-materials basis in accordance with the attached Schedule of Fees and Schedule of Fees for Laboratory Testing. Our estimated fee for the scope of services described herein for specialty inspection and materials testing services is presented in the attached Table 1. **Our fee for the services outlined in Table 1 will not exceed \$60,000 (sixty thousand dollars).** The rates for non-prevailing wage staff types as shown on Table 1 and our Schedule of Fees are discounted rates from the CUSD Contract No. I1011111 established in 2011. The rates were derived from a 10 percent discount applied in 2012 and another 5 percent discount applied in 2013.

Ninyo & Moore appreciates the opportunity to provide services on this project, and we look forward to working with you.

Respectfully submitted,
NINYO & MOORE



A. "Tino" Rodriguez
Principal/Construction Services



Jalal Vakili, Ph.D., P.E.
Principal Engineer

RAH/AR/CAP/JV/mlc/lr

Attachments: Table 1 – Breakdown of Estimated Fee for Specialty Inspection and Materials
Schedule of Fees
Schedule of Fees for Laboratory Testing

Distribution: (1) Addressee (via e-mail)

TABLE 1 – BREAKDOWN OF ESTIMATED FEE

PROJECT COORDINATION AND MANAGEMENT				
Senior Project Engineer/Geologist	30 hours	@ \$ 109.00 /hour	\$	3,270.00
Subtotal			\$	3,270.00

FIELD SERVICES				
Senior Project Engineer/Geologist	15 hours	@ \$ 109.00 /hour	\$	1,635.00
Field Technician				
Concrete Sampling and Testing	120 hours	@ \$ 71.00 /hour	\$	8,520.00
Batch Plant Inspection	120 hours	@ \$ 71.00 /hour	\$	8,520.00
Masonry and Concrete Inspection	160 hours	@ \$ 71.00 /hour	\$	11,360.00
Structural Steel Welding (Field & Shop)	110 hours	@ \$ 71.00 /hour	\$	7,810.00
NDT Examination	16 hours	@ \$ 85.00 /hour	\$	1,360.00
Anchor Bolt Load & Torque Testing	8 hours	@ \$ 85.00 /hour	\$	680.00
Sample Pick-Up	66 hours	@ \$ 53.00 /hour	\$	3,498.00
Vehicle and Equipment Expense	534 hours	@ \$ 8.00 /hour	\$	4,272.00
Subtotal			\$	47,655.00

LABORATORY TESTING				
Compressive Strength (Concrete)	120 tests	@ \$ 22.00 /test	\$	2,640.00
Compressive Strength (Mortar)	50 tests	@ \$ 30.00 /test	\$	1,500.00
Compressive Strength (Grout)	60 tests	@ \$ 30.00 /test	\$	1,800.00
Compressive Strength (Masonry Prism)	2 tests	@ \$ 110.00 /test	\$	220.00
Reinforcing Steel (Bend)	6 tests	@ \$ 50.00 /test	\$	300.00
Reinforcing Steel (Tensile)	6 tests	@ \$ 50.00 /test	\$	300.00
High Strength Bolts (Nuts, Bolts, & Wash.)	2 sets	@ \$ 120.00 /set	\$	240.00
Masonry Core, Compression & Shear Bond	2 tests	@ \$ 55.00 /test	\$	110.00
Concrete Block Conformance Package	1 set	@ \$ 440.00 /set	\$	440.00
Subtotal			\$	7,550.00

REPORT PREPARATION			
Geotechnical Verified Report (GVR)	Lump Sum	\$	500.00
Laboratory Verified Report (LVR)	Lump Sum	\$	500.00
Special Inspection Verified Report (SIVR)	Lump Sum	\$	500.00
Subtotal		\$	1,500.00

TOTAL ESTIMATED FEE	\$ 59,975.00
----------------------------	---------------------

OK 7/6/13
[Signature]

OK 6/13/13
[Signature]

Ningo & Moore

PROPOSED SCHEDULE OF FEES

HOURLY CHARGES FOR PERSONNEL	DISCOUNTED RATE
Principal Engineer/Geologist/Environmental Scientist	\$ 119
Senior Engineer/Geologist/Environmental Scientist	\$ 114
Senior Project Engineer/Geologist/Environmental Scientist	\$ 109
Project Engineer/Geologist/Environmental Scientist	\$ 106
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 93
Staff Engineer/Geologist/Environmental Scientist	\$ 82
GIS Analyst	\$ 82
Field Operations Manager	\$ 85
Supervisory Technician*	\$ 85
Nondestructive Examination Technician, UT, MT, LP*	\$ 85
Pull Test Technician and Equipment*	\$ 85
Senior Field/Laboratory Technician*	\$ 71
Field/Laboratory Technician*	\$ 71
ACI Concrete Technician*	\$ 71
Concrete/Asphalt Batch Plant Inspector	\$ 71
Special Inspector, Reinforced Concrete*	\$ 71
Special Inspector, Pre-stressed Concrete*	\$ 71
Special Inspector, Reinforced Masonry*	\$ 71
Special Inspector, Structural Steel*	\$ 71
Special Inspector, Welding, AWS*	\$ 71
Special Inspector, Fireproofing*	\$ 71
Technical Illustrator/CAD Operator	\$ 59
Geotechnical/Environmental/Laboratory Assistant	\$ 45
Information Specialist	\$ 44
Data Processing, Technical Editing, or Reproduction	\$ 38

OTHER CHARGES

Expert Witness Testimony	\$ 308 /hr
Concrete Coring Equipment (includes one technician)	\$ 145 /hr
Special Preparation of Standard Test Specimens	\$ 55 /hr
Inclinometer Usage	\$ 30 /hr
Vapor Emission Kits	\$ 27 /kit
Rebar Locator (Pachometer)	\$ 9 /hr
Nuclear Density Gauge Usage	\$ 9 /hr
Field Vehicle Usage	\$ 8 /hr
Direct Project Expenses	Cost plus 15 %
Laboratory testing, geophysical equipment, and other special equipment provided upon request.	

NOTES (Field Services)

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 2-hour minimum. Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.

*Indicates rates that are based on Prevailing Wage Determination made by the State of California, Director of Industrial Relations on a semiannual basis. Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project.

INVOICES

Invoices will be submitted monthly and are due upon receipt. A service charge of 1.0 percent per month may be charged on accounts not paid within 30 days.

TERMS AND CONDITIONS

The terms and conditions of providing our consulting services include our limitation of liability and indemnities as presented in Ninyo & Moore's Work Authorization and Agreement.

ALL RATES BELOW WILL BE REDUCED BY 10 PERCENT

PROPOSED SCHEDULE OF FEES FOR LABORATORY TESTING

Laboratory Test, Test Designation, and Price Per Test

Soils

Atterberg Limits, D 4318, CT 204.....	\$ 145
California Bearing Ratio (CBR), D 1883.....	\$ 440
Chloride and Sulfate Content, CT 417 & CT 422.....	\$ 135
Consolidation, D 2435, CT 219.....	\$ 275
Consolidation - Time Rate, D 2435, CT 219.....	\$ 70
Direct Shear - Remolded, D 3080.....	\$ 290
Direct Shear - Undisturbed, D 3080.....	\$ 250
Durability Index, CT 229.....	\$ 150
Expansion Index, D 4829, UBC 18-2.....	\$ 165
Expansion Potential (Method A), D 4546.....	\$ 145
Expansive Pressure (Method C), D 4546.....	\$ 145
Geofabric Tensile and Elongation Test, D 4632.....	\$ 165
Hydraulic Conductivity, D 5084.....	\$ 300
Hydrometer Analysis, D 422, CT 203.....	\$ 190
Moisture, Ash, & Organic Matter of Peat/Organic Soils.....	\$ 110
Moisture Only, D 2216, CT 226.....	\$ 30
Moisture and Density, D 2937.....	\$ 39
Permeability, CH, D 2434, CT 220.....	\$ 230
pH and Resistivity, CT 643.....	\$ 140
Proctor Density D 1557, D 698, CT 216, & AASHTO T-180 (Rock corrections add \$80).....	\$ 180
R-value, D 2844, CT 301.....	\$ 250
Sand Equivalent, D 2419, CT 217.....	\$ 90
Sieve Analysis, D 422, CT 202.....	\$ 110
Sieve Analysis, 200 Wash, D 1140, CT 202.....	\$ 90
Specific Gravity, D 854.....	\$ 90
Triaxial Shear, C.D, D 4767, T 297.....	\$ 390
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt.....	\$ 330
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt.....	\$ 190
Triaxial Shear, U.U., D 2850.....	\$ 140
Unconfined Compression, D 2166, T 208.....	\$ 100
Wax Density, D 1188.....	\$ 90

Roofing

Built-up Roofing, cut-out samples, D 2829.....	\$ 165
Roofing Materials Analysis, D 2829.....	\$ 500
Roofing Tile Absorption, (set of 5), UBC 15-5.....	\$ 190
Roofing Tile Strength Test, (set of 5), UBC 15-5.....	\$ 190

Masonry

Brick Absorption, 24-hour submersion, C 67.....	\$ 45
Brick Absorption, 5-hour boiling, C 67.....	\$ 55
Brick Absorption, 7-day, C 67.....	\$ 60
Brick Compression Test, C 67.....	\$ 45
Brick Efflorescence, C 67.....	\$ 45
Brick Modulus of Rupture, C 67.....	\$ 40
Brick Moisture as received, C 67.....	\$ 35
Brick Saturation Coefficient, C 67.....	\$ 50
Concrete Block Compression Test, 8x8x16, C 140.....	\$ 60
Concrete Block Conformance Package, C 90.....	\$ 440
Concrete Block Linear Shrinkage, C 426.....	\$ 120
Concrete Block Unit Weight and Absorption, C 140.....	\$ 55
Cores, Compression or Shear Bond, CA Code.....	\$ 55
Masonry Grout, 3x3x6 prism compression, UBC 21-18.....	\$ 30
Masonry Mortar, 2x4 cylinder compression, UBC 21-16.....	\$ 30
Masonry Prism, half size, compression, UBC 21-17.....	\$ 110

Concrete

Cement Analysis Chemical and Physical, C 109.....	\$ 1,650
Compression Tests, 6x12 Cylinder, C 39.....	\$ 22
Concrete Mix Design Review, Job Spec.....	\$ 140
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI.....	\$ 750
Concrete Cores, Compression (excludes sampling), C 42.....	\$ 55
Drying Shrinkage, C 157.....	\$ 250
Flexural Test, C 78.....	\$ 50
Flexural Test, C 293.....	\$ 55
Flexural Test, CT 523.....	\$ 60
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI.....	\$ 250
Jobsite Testing Laboratory.....	Quote
Lightweight Concrete Fill, Compression, C 495.....	\$ 40
Petrographic Analysis, C 856.....	\$ 1,100
Splitting Tensile Strength, C 496.....	\$ 80

Reinforcing and Structural Steel

Fireproofing Density Test, UBC 7-6.....	\$ 55
Hardness Test, Rockwell, A-370.....	\$ 50
High Strength Bolt, Nut & Washer Conformance, set, A-32.....	\$ 120
Mechanically Spliced Reinforcing Tensile Test, ACI.....	\$ 95
Pre-Stress Strand (7 wire), A 416.....	\$ 140
Chemical Analysis, A-36, A-615.....	\$ 120
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706.....	\$ 50
Structural Steel Tensile Test Up to 200,000 lbs. (machining extra), A 370.....	\$ 70
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI.....	\$ 55

Asphalt Concrete

Asphalt Mix Design, Caltrans.....	\$ 2,200
Asphalt Mix Design Review, Job Spec.....	\$ 150
Extraction, % Asphalt, including Gradation, D 2172, CT 310.....	\$ 215
Film Stripping, CT 302.....	\$ 100
Hveem Stability and Unit Weight CTM or ASTM, CT 366.....	\$ 195
Marshall Stability, Flow and Unit Weight, T-245.....	\$ 215
Maximum Theoretical Unit Weight, D 2041.....	\$ 120
Swell, CT 305.....	\$ 165
Unit Weight sample or core, D 2726, CT 308.....	\$ 90

Aggregates

Absorption, Coarse, C 127.....	\$ 35
Absorption, Fine, C 128.....	\$ 35
Clay Lumps and Friable Particles, C 142.....	\$ 100
Cleaness Value, CT 227.....	\$ 120
Crushed Particles, CT 205.....	\$ 140
Durability, Coarse, CT 229.....	\$ 130
Durability, Fine, CT 229.....	\$ 130
Los Angeles Abrasion, C 131 or C 535.....	\$ 180
Mortar making properties of fine aggregate, C 87.....	\$ 275
Organic Impurities, C 40.....	\$ 55
Potential Reactivity of Aggregate (Chemical Method), C 289.....	\$ 390
Sand Equivalent, CT 217.....	\$ 90
Sieve Analysis, Coarse Aggregate, C 136.....	\$ 105
Sieve Analysis, Fine Aggregate (including wash), C 136.....	\$ 105
Sodium Sulfate Soundness (per size fraction), C 88.....	\$ 160
Specific Gravity, Coarse, C 127.....	\$ 75
Specific Gravity, Fine, C 128.....	\$ 85

Special preparation of standard test specimens will be charged at the technician's hourly rate.

Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of August 15, 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").

ANOTHER PERSPECTIVE, 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 \$10,000 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 September 1, 2013 – August 31, 2014 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

CONTRACTOR

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

Signature _____

Name: _____

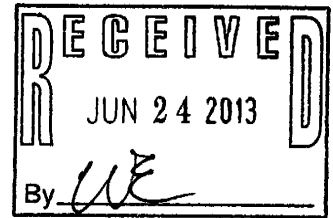
Title: _____

Address _____

Email Address: _____

FEIN/SSN _____

ANOTHER PERSPECTIVE INC



June 24, 2013

Mr. Walt Eden
EDENCO Inc.
2906 La Ventana
San Clemente, California 92672

Ref.: Capistrano Unified School District

Subj.: API's Proposal for Scheduling Services for EDENCO Inc. for the:
Capistrano Valley High School New Lunch Pavilion and Music Plaza Project
API Project # CUSD - 20130005

Dear Mr. Eden:

Per your request Another Perspective, Inc. ("API") has evaluated the scope of services required to provide EDENCO Inc. with the Scheduling Services for the Capistrano Unified School District, Capistrano Valley High School New Lunch Pavilion and Music Plaza Project.

API estimates this effort and the preparation of the scheduling services will include the development and review of the project baseline schedule during the summer of 2013. We will also provide four updates and reviews from September through December 2013. API has established this proposal to develop and implement the services listed above for a Not to Exceed price of **TEN THOUSAND AND NO/100 DOLLARS (\$10,00.00)**.

- | | |
|--|----------------|
| 1. Plan review, prepare construction activities and durations = | 18 hrs. |
| 2. Prepare, review and submit baseline schedule = | 16 hrs. |
| 3. Final review and approval by EDENCO = | 8 hrs. |
| 4. Final revisions and finalize baseline CPM schedule = | 10 hrs. |
| 5. <u>Four monthly reviews, analyze and updates =</u> | <u>32 hrs.</u> |
| Total Not to Exceed amount = 84 hrs. X \$120/hour = \$10,080.00 | |

Should you have questions or require additional information please contact us at your earliest convenience. Again, API would like to extend our appreciation for the opportunity to provide services for EDENCO Inc.

Sincerely,

ANOTHER PERSPECTIVE, INC.

Ben Menasherov
Ben Menasherov
President and CEO

"Experts in Construction Solutions"

24040 Camino Del Avion, # A 223 / Monarch Beach, CA 92629
Phone: (949) - 212-3523

ANOTHER PERSPECTIVE INC

ANOTHER PERSPECTIVE, INC. FEE SCHEDULE 2013

PERSONNEL	HOURLY RATE	
API Principals/Officers	\$ 145.00	Hr
API Construction Managers	\$ 125.00	Hr
API Project Managers	\$ 95.00	Hr
API Estimators	\$ 120.00	Hr
API Schedulers	\$ 120.00	Hr
API Administrative Support	\$ 65.00	Hr
API Trade Labor - Laborers	Note 1	
Equipment, Tools and Implements	Note 2	
Test and Inspection Services	Note 3	
Professional Disciplines A & E	Note 4	

NOTE

1. API Trade Labor to be charged at burdened wage rate plus 15%
2. Equipment, Tools and Implements to be charged at cost plus 15%
3. Test and Inspection Services to be charged at cost plus 12.5%
4. Professional disciplines to be charged at cost plus 12.5%



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of August, 15, 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").

BOSS GRAPHICS, 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 \$8,200 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 August 15, 2013 to August 14, 2014 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

CONTRACTOR

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

Signature _____

Name: _____

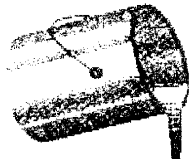
Title: _____

Address _____

Email Address: _____

FEIN/SSN _____

EXHIBIT A



BOSSGRAPHICS

ART & GRAPHICS • 100 W. WINTHROP ST. SUITE 100
DANA HILLS, CA 92621 • 949.441.1111

PROPOSAL

DANA HILLS HIGH SCHOOL
ATTENTION: DEBBIE QUALTIERE

July 7, 2013

FOR:

GRAPHICS

- "THE SUB SHACK" and GRAPHICS PAINTED ON INTERIOR WALLS
WALLS OF SUB SHACK \$ 3,400.00
- TRAVEL EXPENSES \$ 150.00

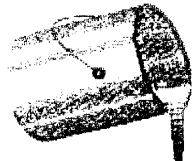
1/3 DEPOSIT or PURCHASE ORDER BEFORE WORK BEGINS
BALANCE DUE ON COMPLETION
WORK TO BE COMPLETED WITHIN 180 DAYS OF DEPOSIT
THIS PROPOSAL GOOD FOR 90 DAYS

THANKS!

LARRY LOUSEN
BOSS GRAPHICS

NAME: LARRY LOUSEN
EMAIL: LOUSEN@BOSSGRAPHICS.COM
PHONE: 949.441.1111

EXHIBIT A



BOSS GRAPHICS

1000 4th St. Suite 100, Dana Hills, CA 92621
(949) 440-1111

PROPOSAL

DANA HILLS HIGH SCHOOL
ATTENTION: DEBBIE QUALTIERE

July 7, 2013

FOR:

GRAPHICS

- BEACH SCENE GRAPHICS PAINTED ON TWO BACK INTERIOR WALLS
and "HOME OF THE DOLPHINS" and OTHER GRAPHICS PAINTED ON
TWO TOP PARAPET WALLS OF DOLPHIN CAFÉ \$ 4,400.00
- TRAVEL EXPENSES \$ 250.00

1/3 DEPOSIT or PURCHASE ORDER BEFORE WORK BEGINS
BALANCE DUE ON COMPLETION
WORK TO BE COMPLETED WITHIN 180 DAYS OF DEPOSIT
THIS PROPOSAL GOOD FOR 90 DAYS

THANKS!

LARRY LOUSEN
BOSS GRAPHICS

1000 4th St. Suite 100
Dana Hills, CA 92621
(949) 440-1111



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of August 15, 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").

KAGAN PROFESSIONAL DEVELOPMENT

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 \$29,555 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing August 15, 2013 to August 14, 2014 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

CONTRACTOR

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

Signature _____
Name: _____
Title: _____
Address _____

Email Address: _____
FEIN/SSN _____

EXHIBIT A FEE SCHEDULE

Kagan Professional Development

Contact: Nancy Murray, Director of Workshops

Nancy@KaganOnline.com (800) 451-8495

Single-School Workshops (Flat-fee)		
Participants	One School (Price per day)	Two Schools Combined (Price per day per school)
<50	\$2,999	\$2,500
51–100	\$3,499	\$3,000
101+	\$3,999	\$3,500
	Note: Any participant outside the one school under contract must call Kagan to register and must pay a per participant fee.	Note: Any participant outside the two schools under contract must call Kagan to register and must pay a per participant fee.
<ul style="list-style-type: none">• Trainer round-trip transportation is not included in flat-fee.• Additional actual trainer accommodation fee applies only when scheduling requires trainer to stay additional night(s).		
Course Materials and Fees		
Cooperative Learning There is a required \$34 per participant fee to cover the cost of the book, <i>Kagan Cooperative Learning</i> and the Course Workbook, a tabbed training binder. The book and binder are valued at \$79 (you save \$45 per participant). The course materials fee is a one-time fee that waives additional materials fees, for up to 5 days of training. For each additional day of training, participants will be provided a training packet to add to their Course Workbooks, at no additional charge.		
Multiple Intelligences There is a required \$34 per participant fee to cover the cost of the book, <i>Multiple Intelligences: The Complete MI Book</i> and the Course Workbook, a tabbed training binder. The book and binder are valued at \$79 (you save \$45 per participant). The course materials fee is a one-time fee that waives additional materials fees, for up to 5 days of training. For each additional day of training, participants will be provided a training packet to add to their Course Workbooks, at no additional charge.		
Win-Win Discipline There is a required \$34 per participant fee to cover the cost of the book, <i>Win-Win Discipline</i> and the Course Workbook, a tabbed training binder. The book and binder are valued at \$79 (you save \$45 per participant). The course materials fee is a one-time fee that waives additional materials fees, for up to 5 days of training. For each additional day of training, participants will be provided a training packet to add to their Course Workbooks, at no additional charge.		
Other Workshop Topics There is a required \$10 per participant fee for the course workbook. For Cooperative Meetings workshops, there is a \$99 per participant fee for the Cooperative Meetings binder (regularly \$199).		
Coaching		
Daily Coaching Rate	\$2,350	
<ul style="list-style-type: none">• Trainer round-trip transportation is not included in flat-fee.• Additional actual trainer accommodation fee applies only when scheduling requires trainer to stay additional night(s).• Coach can visit a maximum of 16 teachers per day.		
School Improvement Plans		
In order to support full implementation and systemic change in a school, Kagan offers cooperative learning training, administrator training, and Kagan classroom coaching. Contact Nancy Murray to discuss your professional development planning needs.		

Signature Nancy Murray Date June 10, 2013

Typed or Printed Name Nancy Murray



Viejo Elementary School
Mission Viejo, CA
Event Quote # 383

Kagan Cooperative Learning Workshop Quote May 22, 2013

School Flat Fee				
Description		Approx. No.	Amount	Est. Total
Single-School Workshops 1 school (Price per day) Cooperative Learning Days 1 & 2				
Date(s): September 3-4, 2013				
Participant Description: 15 Participants, grades K-5		2 Days	\$2,999.00	\$5,998.00
Materials				
Description		Approx. No.	Amount	Est. Total
Cooperative Learning Book & Binder (Per Participant)				
Date(s): September 3-4, 2013		15	\$34.00	\$510.00
Travel Expenses				
Description		Approx. No.	Amount	Est. Total
Roundtrip Airfare				
Date(s): September 3-4, 2013		1 Round Trip	\$1,000.00	\$1,000.00
School Flat Fee				
Description		Approx. No.	Amount	Est. Total

Single-School Workshops 1 school (Price per day) Cooperative Learning Day 3

Date(s): TBA

Participant Description: 15 Participants, Grades K-5

1 Day \$2,999.00 \$2,999.00

Travel Expenses

Description	Approx. No.	Amount	Est. Total
-------------	----------------	--------	------------

Roundtrip Airfare for Cooperative Learning Day 3

Date(s): TBA

1 Round Trip \$1,000.00 \$1,000.00

School Flat Fee

Description	Approx. No.	Amount	Est. Total
-------------	----------------	--------	------------

Single-School Workshops 1 school (Price per day) Cooperative Learning Day 4

Date(s): TBA

Participant Description: 15 Participants, Grades K-5

1 Day \$2,999.00 \$2,999.00

Travel Expenses

Description	Approx. No.	Amount	Est. Total
-------------	----------------	--------	------------

Roundtrip Airfare for Cooperative Learning Day 4

Date(s): TBA

1 Round Trip \$1,000.00 \$1,000.00

School Flat Fee

Description	Approx. No.	Amount	Est. Total
-------------	----------------	--------	------------

Single-School Workshops 1 school (Price per day) Cooperative Learning Day 5

Date(s): TBA

Participant Description: 15 Participants, Grade K-5

1 Round Trip \$2,999.00 \$2,999.00

Travel Expenses

Description	Approx. No.	Amount	Est. Total
-------------	----------------	--------	------------

Roundtrip Airfare for Cooperative Learning Day 5

Date(s): TBA

1 Round Trip \$1,000.00 \$1,000.00

Total:

\$19,505.00

Notes

Trainer travel is estimated, we will bill for actual.

If participants already have the Cooperative Learning Book, we will only charge for the binder, which is \$17.50 per person.



Viejo Elementary School
Mission Viejo, CA
Event Quote # 38#5

Kagan Cooperative Learning Coaching Quote May 22, 2013

School Flat Fee			
Description	Approx. No.	Amount	Est. Total
Daily Coaching Rate			
Date(s): TBA	3 days	\$2,350.00	\$7,050.00
Participant Description: 16 Participants/Day			
Travel Expenses			
Description	Approx. No.	Amount	Est. Total
Roundtrip Airfare			
Date(s): TBA	3 Round Trips	\$1,000.00	\$3,000.00
Total:			\$10,050.00

Notes

Trainer travel is estimated, we will bill for actual.



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of August 14, 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").

CARREN J. STIKA

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 \$3,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing August 15, 2013 through August 14, 2014 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and 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 _____

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: _____

EXHIBIT A
FEE SCHEDULE

Carren J. Stika
3821 Front Street
San Diego, CA 92103
(619) 794-2059 phone
(619) 294-3225 fax
Email: cstika@mail.sdsu.edu

\$2,250.00 per evaluation;
\$144.00 per hour IEP meeting attendance;
\$101.00 per hour travel time

Signature _____ Date _____

Typed or Printed Name _____



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of August 15, 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").

HARRIS REALTY APPRAISAL

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 \$18,650.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing July 22, 2013 – July 21, 2014 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

CONTRACTOR

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

Signature _____

Name: _____

Title: _____

Address _____

Email Address: _____

FEIN/SSN _____

Harris Realty Appraisal

5100 Birch Street, Suite 200
Newport Beach, California 92660
949-851-1227 FAX 949-851-2055
www.harris-appraisal.com

EXHIBIT A

June 13, 2013

Ms. Lori Raineri
President
GFSI
1228 N Street, Suite 13
Sacramento, CA 95814

Re: Proposal for Appraisal Services
Capistrano Unified School District
CFD No. 2005-1, Whispering Hills
San Juan Capistrano, CA

Dear Ms. Raineri:

In response to your request, **HARRIS REALTY APPRAISAL (HRA)** is submitting the following Proposal for Appraisal Services. It is our understanding that the appraisal will be for the purpose of estimating the As Is Minimum Market Value of the taxable property within CFD No. 2005-1. It is also our understanding that the District will use the appraisal to support the issuance of bonds for the CFD.

It is our understanding that CFD No. 2005-1, now known as Valinda, includes 155 proposed dwelling units to be built by Woodbridge Pacific. Approximately 39 dwellings are completed and sold to homeowners, with an additional 25 dwellings in escrow. The remaining lots range from finished lots to dwellings under construction.

In compliance with the California Debt and Investment Advisory Commission (CDIAC), the valuation will be the Minimum Market Value for CFD No. 2005-1. A mass-appraisal will be completed for the built and sold dwelling units, which will represent a Minimum Market Value for the dwellings. When a dwelling is built-out and absorbed, the appraiser may use an aggregate value estimate based upon *conservative per dwelling unit estimates*. It is implicit in mass appraisal that some individual value conclusions will not meet standards of reasonableness, consistency and accuracy. *However, appraisers engaged in mass appraisal have a professional responsibility to ensure that, on an overall basis, the value conclusions meet attainable standards of accuracy.* The appraisers will use an average conservative value, for the average size unit in the tract. By utilizing average value estimates, individual home values could be higher or lower, depending on unit size. However, on an overall basis, the value conclusions are reasonable and meet attainable standards of accuracy.

The dwellings under construction and any remaining lots can be valued by the Direct Comparison Approach, assuming sufficient comparable land sales are available for the analysis. A Static Residual Analysis will also be completed based on the proposed product, assuming adequate data is available to complete this analysis. An alternative valuation method could be just the reporting of assessed values of any

undeveloped property within CFD No. 2005-1. HRA can complete either method, pursuant to instruction and authorization from the District.

In addition, there will most likely be several calls concerning this assignment with the District and Finance Team. Our appraisal will also be subject to review, at which time we will address any questions and resolve any and all issues, rendering a final value conclusion.

It is our understanding that a July 15, 2013 date of value is anticipated. The appraisers will contact the builder for the necessary information to complete the appraisal. An estimated delivery date for the *Draft Appraisal Report* is August 15, 2013. The fee for completing this assignment will not exceed \$18,000 if the District requests the valuation of all parcels in the CFD. The fee would not exceed \$15,000 if the reporting of assessed values is requested for the undeveloped parcels. If the Finance Team requests an aerial photograph of the District, there will be an additional cost of around \$650.

HRA is an independent appraisal contractor, which has operated for business in Southern California since 1982. HRA has provided appraisal services to numerous public agencies for 30 years. (Please refer to our qualifications, previously provided.) James B. Harris is a MAI (No. 6508) and is a Certified General Appraiser (No. AG001846). Berri Cannon Harris is a Certified General Appraiser (No. AG009147). They have completed numerous appraisals of Community Facility Districts and Assessment Districts in San Bernardino, Riverside, Orange, San Diego, Los Angeles and Ventura counties over the past fifteen years.

HRA will provide appraisal services that will be consistent with all recognized and applicable standards. These include the *Uniform Standards of Professional Appraisal Practice* (USPAP) of the Appraisal Foundation; the *Code of Professional Ethics* and the *Standards of Professional Appraisal Practice* of the Appraisal Institute; and the *Appraisal Standards for Land-Secured Financings*, as published by the California Debt and Investment Advisory Commission (CDIAC). The District's Consultant Services Agreement will also be complied with. The methodology utilized will be consistent with the above standards and will fully support the appraised value, which will represent our opinion of Minimum Market Value as of July 15, 2013.

Because of the importance of "appraiser independence" in the CFD Bond process, HRA does not provide appraisal services to developers or merchant builders. HRA does not have a financial, business or other relationship with any entity that may have a conflict or impact on the outcome of the Real Estate Appraisal Services to be provided to the District. HRA will complete all components of the projects in a timely manner. At this time, HRA is not providing appraisal services to any other client that would have an interest in the outcome of the services we propose to provide.

Our appraisal will be subject to review, at which time we will address any questions and resolve any and all issues, rendering a final value conclusion. The final appraisal report will be delivered within one week after the review process for the draft appraisal report.

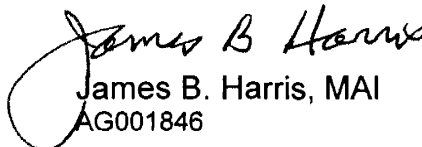
The complexity and timing of the assignments warrant the participation of only senior appraisers who have completed numerous similar assignments. Therefore, the completion of your assignment will be by James B. Harris, MAI and Berri Cannon Harris.

Covered within the billable rates are the typical expenses anticipated for this assignment. If there should be a need to redo the analysis based on a change in the assignment by the District, an additional charge may be required.

The contact person will be James B. Harris. My direct line is 949-851-1227 and the fax number is 949-851-2055. My e-mail address is jim@harris-appraisal.com. If awarded this assignment, Berri Cannon Harris and I will both be working on the appraisal and will be available to answer any questions you might have throughout the assignment. Our Qualification Package was previously provided.

Harris Realty Appraisal appreciates the opportunity to provide this proposal. If you have any questions or would like to set up an interview, please call.

Respectfully submitted,


James B. Harris, MAI
AG001846

AUTHORIZATION TO PROCEED
AS SET FORTH ABOVE:

By _____
Title _____
Date _____

**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213103**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

YMCA OF ORANGE COUNTY

The Independent Contractor Agreement ICA 1213103 with Capistrano Unified School District and YMCA of Orange County called for an original contract period of September 5, 2012, through September 4, 2013.

The contract with Capistrano Unified School District and YMCA of Orange County shall be extended an additional twelve (12) months, covering the period September 5, 2013, through September 4, 2014, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$100,500.

Except as set forth in this Extension Agreement, and Board approved on August 20, 2012, all other terms of the contract remain in full force and effect.

CONSULTANT

Capistrano Unified School District

By: _____
Signature

Terry Fluent
Print name

Director, Purchasing
Title

Date: _____

DISTRICT

YMCA of Orange County

By: _____
Signature

Print Name

Title

Date: _____



EXHIBIT A

FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

YMCA of Orange County
13821 Newport Ave. Suite 200
Tustin, CA 92780
(714) 549-9622

2013-2014 ASES program @ RH Dana Elementary School
Fee Schedule

PERSONNEL EXPENSES

Salaries & Benefits

<i>Salary</i>	\$65,295
<i>Benefits</i>	\$12,361

<i>TOTAL</i>	\$77,656
---------------------	-----------------

OPERATING EXPENSES

Program Costs (Supplies, Field Trips, etc..)

\$16,814

In Direct Expense – (Supervision, HR,
Accounting, IT, Payroll, Training, etc...)
Grant allows for 10% - YMCA requesting 6%

\$6,030

<i>TOTAL</i>	\$28,309
---------------------	-----------------

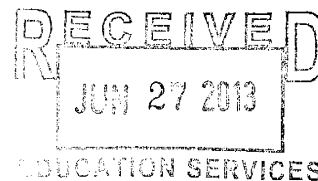
TOTAL BUDGET AMOUNT

\$100,500.00
\$543.25/day

Cara Owens

Date

6/11/13



This Agreement for Contracted Services ("**Agreement**") is effective as of 8/21/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the contractor listed below ("**Contractor**"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

GENERAL CONDITIONS

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

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

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

19. Severability If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
20. Attorney Fees/Costs Should litigation be necessary to enforce any terms or provisions of the Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.
21. Governing Law The laws of the State of California shall govern the terms and conditions of this Agreement with venue in Orange County, California.
22. Mandatory Claims Process

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

A. Initial Review and Evaluation of a Claim

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

B. Expedited Mediation

If the Initial Review and Evaluation Meeting does not resolve the claim, then within five (5) business days following the Initial Review and Evaluation Meeting the proponent of the claim shall send a list of four recognized mediators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select a mediator from the list and notify the proponent of the claim of the selection of a mediator; or (2) if none of the proposed mediators are acceptable, then that party shall send an alternative list of four recognized mediators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select a mediator; or (2) if none of the mediators listed are acceptable, then notify the other party of that fact. If the foregoing process does not result in the selection of a mediator, then the mediation requirement of this paragraph shall not be required and the parties will proceed to the process set forth in paragraph 29 C.

C. Expedited Arbitration

Within five (5) business days following an unsuccessful mediation or no mediation occurring, the proponent of the claim shall send a list of four recognized arbitrators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select an arbitrator from the list and notify the proponent of the claim of the selection of an arbitrator; or (2) if none of the proposed arbitrators are acceptable, then that party shall send an alternative list of four recognized arbitrators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select an arbitrator; or (2) if none of the arbitrators listed are acceptable, then notify the other party of that fact. The arbitrators shall be from either JAMS, ADR Services, or the American Arbitration Association. If the foregoing process does not result in the selection of an arbitrator, then the proponent of the claim shall notify one of the foregoing three alternative dispute resolution services and that service shall select an arbitrator. The arbitration shall take place and be concluded within forty five (45) days of the selection of an arbitrator and shall not take more than two (2) full day sessions with the time of the arbitration being divided equally between the parties. The arbitrator's decision must be based on admissible facts. "Admissible Facts" are defined as facts that would be admissible in court under the California Rules of Evidence. The arbitrator's decision must also be based upon applicable law. The arbitrator does not have the power or discretion to fashion any remedy on the contract that he or she sees fit. Rather, the arbitrator's decision must be based on admissible facts and applicable law and in accord with the terms, condition and provisions of the contract. The arbitrator shall issue a written Statement of Decision applying the admissible facts to applicable law under the contract in reaching his/her determination. The arbitrator's decision shall be final and binding and can be introduced into court for the purpose of obtaining a judgment thereon provided the arbitrator has complied with the provisions of this paragraph. Should the arbitrator fail to do so, then an objecting party has the right to have the claim determined in court. The parties agree that the dispute resolutions of this Paragraph 29 are mandatory and the exclusive procedure to determine claims made regarding this Agreement that should a party fail to follow them that the claim is waived, released, and forever forfeited. Each party shall bear its own attorney's fees and costs.

REQUIRED DOCUMENTS AND CERTIFICATIONS***All checked items must be provided.****Certificates of Insurance**

- ✓ Commercial General Liability Insurance – Additional Insured Endorsement
Option 1: form CG 20 10 11 85
or
Option 2: Choose either Form CG 20 10 07 04 **or** Form CG 20 33 07 04
Either form **must be accompanied** by Form CG 20 37 07 04
- ✓ Business Auto Liability Insurance
- ✓ Workers' Compensation and Employers Liability Insurance
- ✓ Errors & Omissions/Malpractice (Professional Liability Insurance) including Sexual Molestation and Abuse coverage unless waived in writing by the District.

Refer to Article 12. INSURANCE REQUIREMENTS

- ✓ Certification by Contractor Criminal Records Check

- ✓ Live Scan

- ✓ TB Test

- ✓ Conflict of Interest Form



FOR YOUTH DEVELOPMENT[®]
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

EXHIBIT B
RH Dana Elementary School
Contract Number ICA 1213103

Services to be provided by YMCA of Orange County to Capistrano Unified School District:

Operate the After School Education and Safety (ASES) Grant at RH Dana Elementary School a minimum of 3 hours per day of school at least until 6:00 p.m., beginning immediately upon the conclusion of the regular school day.

Operate every regular school day during the regular school year.

Provide all the supplies with which to implement the educational enrichment component of the ASES program, including art supplies, sports equipment, games, science supplies, and other curriculum materials as needed.

Integrate with the regular school day and other extended learning opportunities while providing a safe physical and emotional environment, opportunities for relationship-building, and promotion of active student engagement through the following required elements:

An educational and literacy element – tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: language arts, mathematics, history and social science, science, or computer training. Examples include: Remedial education activities, Extended learning activities in core content areas, Homework assistance, Tutoring services, Programs that emphasize language skills and academic achievement for English learners, Telecommunications and technology education programs (e.g., computer training), Expanded library service hours, Programs that provide assistance to students who have been truant, suspended, or expelled to allow them to improve their academic achievement.

An educational enrichment element – additional services, programs, and activities that reinforce and complement the regular academic program of participating students to support positive youth development. Enrichment activities may be designed to enhance the core curriculum. Examples include: Fine arts education activities, Recreational activities, Science related activities (e.g., rocketry), Physical fitness activities, Career-technical education, Prevention activities, Other learning support opportunities, such as: Service-learning, Mentoring, Coordinated school health and Character education.

Keep accurate records of each student's daily attendance in the after school program.

YMCA OF ORANGE COUNTY
13821 Newport Ave, Suite 200, Tustin, CA 92780
P 714 549 9622 F 714 838 5976
www.ymcaoc.org



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

YMCA of Orange County
13821 Newport Ave. Suite 200
Tustin, CA 92780
(714) 549-9622

2012-2013 ASES program @ RH Dana Elementary School
Fee Schedule

PERSONNEL EXPENSES

Salaries		\$68,005.00
Direct:	\$65,000.00	
Administrative:	\$3005.00	
Benefits/Taxes		
Direct:	\$20,401.00	
Administrative:	In direct calculation	

OPERATING EXPENSES

Direct Client Services		\$100,500
	\$4,250.00	
Designated Direct (Fieldtrips):		
Administrative Costs		0
Total Direct Expenses		\$100,500
Total Administrative Costs		0

TOTAL BUDGET AMOUNT \$100,500.00



Cara Owens

7/10/12

Date

Beach Cities YMCA
29831 Crown Valley Parkway, Laguna Niguel, CA 92677
P 949 495 9622 F 949 495 6397
www.ymcaoc.org

K.H. Lana

AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213103

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

YMCA OF ORANGE COUNTY

Independent Contractor Agreement No. ICA 1213103 called for services to be rendered commencing September 5, 2012 through September 4, 2013 for a not to exceed amount of \$100,500.76.

The contract with YMCA of Orange County shall be amended to reflect the new contract start date of August 21, 2012 and the new revised contract amount of \$100,500.00.

Except as set forth in this Amendment, and Board approved on August 20, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

YMCA of Orange County

By: 

Signature

Terry Fluent

Director, Purchasing

Date: 10/21/12

By: 

Signature

Kara Owens

Print Name

NOO

Title

Date: 10/31/12

**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213104**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

YMCA OF ORANGE COUNTY

The Independent Contractor Agreement ICA 1213104 with Capistrano Unified School District and YMCA of Orange County called for an original contract period of September 5, 2012, through September 4, 2013.

The contract with Capistrano Unified School District and YMCA of Orange County shall be extended an additional twelve (12) months, covering the period September 5, 2013, through September 4, 2014, at the prices shown in Exhibit A to this Extension No. 1 Agreement, for a not to exceed amount of \$100,500.

Except as set forth in this Extension Agreement, and Board approved on August 20, 2012, all other terms of the contract remain in full force and effect.

CONSULTANT

Capistrano Unified School District

By: _____
Signature

Terry Fluent
Print name

Director, Purchasing
Title

Date: _____

DISTRICT

YMCA of Orange County

By: _____
Signature

Print Name

Title

Date: _____



EXHIBIT A

FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

YMCA of Orange County
13821 Newport Ave. Suite 200
Tustin, CA 92780
(714) 549-9622

2013-2014 ASES program @ San Juan Elementary School
Fee Schedule

PERSONNEL EXPENSES

Salaries & Benefits

<i>Salary</i>	\$65,295
<i>Benefits</i>	\$12,361

TOTAL	\$77,656
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OPERATING EXPENSES

Program Costs (Supplies, Field Trips, etc..)

\$16,814

**In Direct Expense – (Supervision, HR,
Accounting, IT, Payroll, Training, etc...)**
Grant allows for 10% - YMCA requesting 6%

\$6,030

TOTAL	\$28,309
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TOTAL BUDGET AMOUNT

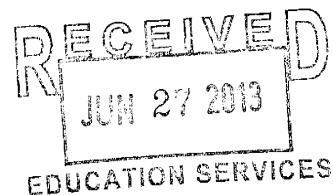
\$100,500.00

\$543.25/day

Cara Owens

Date

6/11/13



This Agreement for Contracted Services ("**Agreement**") is effective as of 8/21/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the contractor listed below ("**Contractor**"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

Page 3 of 10

GENERAL CONDITIONS

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

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

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

19. Severability If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
20. Attorney Fees/Costs Should litigation be necessary to enforce any terms or provisions of the Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.
21. Governing Law The laws of the State of California shall govern the terms and conditions of this Agreement with venue in Orange County, California.
22. Mandatory Claims Process

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

A. Initial Review and Evaluation of a Claim

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

B. Expedited Mediation

If the Initial Review and Evaluation Meeting does not resolve the claim, then within five (5) business days following the Initial Review and Evaluation Meeting the proponent of the claim shall send a list of four recognized mediators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select a mediator from the list and notify the proponent of the claim of the selection of a mediator; or (2) if none of the proposed mediators are acceptable, then that party shall send an alternative list of four recognized mediators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select a mediator; or (2) if none of the mediators listed are acceptable, then notify the other party of that fact. If the foregoing process does not result in the selection of a mediator, then the mediation requirement of this paragraph shall not be required and the parties will proceed to the process set forth in paragraph 29 C.

C. Expedited Arbitration

Within five (5) business days following an unsuccessful mediation or no mediation occurring, the proponent of the claim shall send a list of four recognized arbitrators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select an arbitrator from the list and notify the proponent of the claim of the selection of an arbitrator; or (2) if none of the proposed arbitrators are acceptable, then that party shall send an alternative list of four recognized arbitrators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select an arbitrator; or (2) if none of the arbitrators listed are acceptable, then notify the other party of that fact. The arbitrators shall be from either JAMS, ADR Services, or the American Arbitration Association. If the foregoing process does not result in the selection of an arbitrator, then the proponent of the claim shall notify one of the foregoing three alternative dispute resolution services and that service shall select an arbitrator. The arbitration shall take place and be concluded within forty five (45) days of the selection of an arbitrator and shall not take more than two (2) full day sessions with the time of the arbitration being divided equally between the parties. The arbitrator's decision must be based on admissible facts. "Admissible Facts" are defined as facts that would be admissible in court under the California Rules of Evidence. The arbitrator's decision must also be based upon applicable law. The arbitrator does not have the power or discretion to fashion any remedy on the contract that he or she sees fit. Rather, the arbitrator's decision must be based on admissible facts and applicable law and in accord with the terms, condition and provisions of the contract. The arbitrator shall issue a written Statement of Decision applying the admissible facts to applicable law under the contract in reaching his/her determination. The arbitrator's decision shall be final and binding and can be introduced into court for the purpose of obtaining a judgment thereon provided the arbitrator has complied with the provisions of this paragraph. Should the arbitrator fail to do so, then an objecting party has the right to have the claim determined in court. The parties agree that the dispute resolutions of this Paragraph 29 are mandatory and the exclusive procedure to determine claims made regarding this Agreement that should a party fail to follow them that the claim is waived, released, and forever forfeited. Each party shall bear its own attorney's fees and costs.

REQUIRED DOCUMENTS AND CERTIFICATIONS***All checked items must be provided.****Certificates of Insurance**

- ✓ Commercial General Liability Insurance – Additional Insured Endorsement
Option 1: form CG 20 10 11 85
or
Option 2: Choose either Form CG 20 10 07 04 or Form CG 20 33 07 04
Either form must be accompanied by Form CG 20 37 07 04
- ✓ Business Auto Liability Insurance
- ✓ Workers' Compensation and Employers Liability Insurance
- ✓ Errors & Omissions/Malpractice (Professional Liability Insurance) including Sexual Molestation and Abuse coverage unless waived in writing by the District.

Refer to Article 12. INSURANCE REQUIREMENTS

- ✓ Certification by Contractor Criminal Records Check

- ✓ Live Scan

- ✓ TB Test

- ✓ Conflict of Interest Form



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

EXHIBIT B
San Juan Elementary School
Contract Number ICA 1213104

Services to be provided by YMCA of Orange County to Capistrano Unified School District:

Operate the After School Education and Safety (ASES) Grant at San Juan Elementary School a minimum of 3 hours per day of school at least until 6:00 p.m., beginning immediately upon the conclusion of the regular school day.

Operate every regular school day during the regular school year.

Provide all the supplies with which to implement the educational enrichment component of the ASES program, including art supplies, sports equipment, games, science supplies, and other curriculum materials as needed.

Integrate with the regular school day and other extended learning opportunities while providing a safe physical and emotional environment, opportunities for relationship-building, and promotion of active student engagement through the following required elements:

An educational and literacy element – tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: language arts, mathematics, history and social science, science, or computer training. Examples include: Remedial education activities, Extended learning activities in core content areas, Homework assistance, Tutoring services, Programs that emphasize language skills and academic achievement for English learners, Telecommunications and technology education programs (e.g., computer training), Expanded library service hours, Programs that provide assistance to students who have been truant, suspended, or expelled to allow them to improve their academic achievement.

An educational enrichment element – additional services, programs, and activities that reinforce and complement the regular academic program of participating students to support positive youth development. Enrichment activities may be designed to enhance the core curriculum. Examples include: Fine arts education activities, Recreational activities, Science related activities (e.g., rocketry), Physical fitness activities, Career-technical education, Prevention activities, Other learning support opportunities, such as: Service-learning, Mentoring, Coordinated school health and Character education.

Keep accurate records of each student's daily attendance in the after school program.

YMCA OF ORANGE COUNTY
13821 Newport Ave, Suite 200, Tustin, CA 92780
P 714 549 9622 F 714 838 5976
www.ymcaoc.org



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

YMCA of Orange County
13821 Newport Ave. Suite 200
Tustin, CA 92780
(714) 549-9622

**2012-2013 ASES program @ San Juan Elementary School
Fee Schedule**


PERSONNEL EXPENSES

Salaries		\$68,005.00
<i>Direct:</i>	\$65,000.00	
<i>Administrative:</i>	\$3005.00	
Benefits/Taxes		
<i>Direct:</i>	\$20,401.00	
<i>Administrative:</i>	In direct calculation	

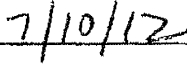
OPERATING EXPENSES

Direct Client Services		\$100,500
	\$4,250.00	
<i>Designated Direct (Fieldtrips):</i>		
Administrative Costs		0
Total Direct Expenses		\$100,500
Total Administrative Costs		0

TOTAL BUDGET AMOUNT \$100,500.00



Cara Owens



Date

Beach Cities YMCA
29831 Crown Valley Parkway, Laguna Niguel, CA 92677
P 949 495 9622 F 949 495 6397
www.ymcaoc.org

San Juan

AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213104

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

YMCA OF ORANGE COUNTY

Independent Contractor Agreement No. ICA 1213104 called for services to be rendered commencing September 5, 2012 through September 4, 2013 for a not to exceed amount of \$100,500.76.

The contract with YMCA of Orange County shall be amended to reflect the new contract start date of August 21, 2012 and the new revised contract amount of \$100,500.00.

Except as set forth in this Amendment, and Board approved on August 20, 2012, all other terms of the contract remain in full force and effect.

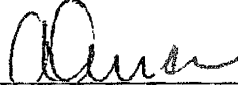
DISTRICT

CONSULTANT

Capistrano Unified School District

YMCA of Orange County

By: 
Signature

By: 
Signature

Terry Fluent

Cara Owens
Print Name

Director, Purchasing

COO
Title

Date: 10/31/12

Date: 10/31/12

**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213105**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

YMCA OF ORANGE COUNTY

The Independent Contractor Agreement ICA 1213105 with Capistrano Unified School District and YMCA of Orange County called for an original contract period of September 5, 2012, through September 4, 2013.

The contract with Capistrano Unified School District and YMCA of Orange County shall be extended an additional twelve (12) months, covering the period September 5, 2013, through September 4, 2014, at the prices shown in Exhibit A to this Extension No. 1 Agreement, for a not to exceed amount of \$100,500.

Except as set forth in this Extension Agreement, and Board approved on August 20, 2012, all other terms of the contract remain in full force and effect.

CONSULTANT

Capistrano Unified School District

By: _____
Signature

Terry Fluent
Print name

Director, Purchasing
Title

Date: _____

DISTRICT

YMCA of Orange County

By: _____
Signature

Print Name

Title

Date: _____



EXHIBIT A

FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

YMCA of Orange County
13821 Newport Ave. Suite 200
Tustin, CA 92780
(714) 549-9622

2013-2014 ASES program @ Kinoshita Elementary School
Fee Schedule

PERSONNEL EXPENSES

Salaries & Benefits

<i>Salary</i>	\$65,295
<i>Benefits</i>	\$12,361

<i>TOTAL</i>	\$77,656
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OPERATING EXPENSES

Program Costs (Supplies, Field Trips, etc..)

\$16,814

**In Direct Expense – (Supervision, HR,
Accounting, IT, Payroll, Training, etc...)**
Grant allows for 10% - YMCA requesting 6%


\$6,030

<i>TOTAL</i>	\$28,309
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TOTAL BUDGET AMOUNT

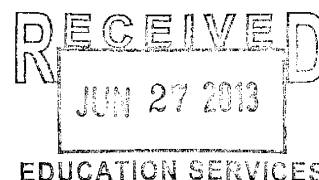
\$100,500.00

\$543.25/day



Cara Owens

Date 6/11/13



This Agreement for Contracted Services ("**Agreement**") is effective as of 8/21/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the contractor listed below ("**Contractor**"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

Page 3 of 10

GENERAL CONDITIONS

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

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

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

19. Severability If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
20. Attorney Fees/Costs Should litigation be necessary to enforce any terms or provisions of the Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.
21. Governing Law The laws of the State of California shall govern the terms and conditions of this Agreement with venue in Orange County, California.
22. Mandatory Claims Process

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

A. Initial Review and Evaluation of a Claim

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

B. Expedited Mediation

If the Initial Review and Evaluation Meeting does not resolve the claim, then within five (5) business days following the Initial Review and Evaluation Meeting the proponent of the claim shall send a list of four recognized mediators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select a mediator from the list and notify the proponent of the claim of the selection of a mediator; or (2) if none of the proposed mediators are acceptable, then that party shall send an alternative list of four recognized mediators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select a mediator; or (2) if none of the mediators listed are acceptable, then notify the other party of that fact. If the foregoing process does not result in the selection of a mediator, then the mediation requirement of this paragraph shall not be required and the parties will proceed to the process set forth in paragraph 29 C.

C. Expedited Arbitration

Within five (5) business days following an unsuccessful mediation or no mediation occurring, the proponent of the claim shall send a list of four recognized arbitrators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select an arbitrator from the list and notify the proponent of the claim of the selection of an arbitrator; or (2) if none of the proposed arbitrators are acceptable, then that party shall send an alternative list of four recognized arbitrators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select an arbitrator; or (2) if none of the arbitrators listed are acceptable, then notify the other party of that fact. The arbitrators shall be from either JAMS, ADR Services, or the American Arbitration Association. If the foregoing process does not result in the selection of an arbitrator, then the proponent of the claim shall notify one of the foregoing three alternative dispute resolution services and that service shall select an arbitrator. The arbitration shall take place and be concluded within forty five (45) days of the selection of an arbitrator and shall not take more than two (2) full day sessions with the time of the arbitration being divided equally between the parties. The arbitrator's decision must be based on admissible facts. "Admissible Facts" are defined as facts that would be admissible in court under the California Rules of Evidence. The arbitrator's decision must also be based upon applicable law. The arbitrator does not have the power or discretion to fashion any remedy on the contract that he or she sees fit. Rather, the arbitrator's decision must be based on admissible facts and applicable law and in accord with the terms, condition and provisions of the contract. The arbitrator shall issue a written Statement of Decision applying the admissible facts to applicable law under the contract in reaching his/her determination. The arbitrator's decision shall be final and binding and can be introduced into court for the purpose of obtaining a judgment thereon provided the arbitrator has complied with the provisions of this paragraph. Should the arbitrator fail to do so, then an objecting party has the right to have the claim determined in court. The parties agree that the dispute resolutions of this Paragraph 29 are mandatory and the exclusive procedure to determine claims made regarding this Agreement that should a party fail to follow them that the claim is waived, released, and forever forfeited. Each party shall bear its own attorney's fees and costs.

REQUIRED DOCUMENTS AND CERTIFICATIONS***All checked items must be provided.****Certificates of Insurance**

- ✓ Commercial General Liability Insurance – Additional Insured Endorsement
Option 1: form CG 20 10 11 85
or
Option 2: Choose either Form CG 20 10 07 04 or Form CG 20 33 07 04
Either form **must be accompanied** by Form CG 20 37 07 04
- ✓ Business Auto Liability Insurance
- ✓ Workers' Compensation and Employers Liability Insurance
- ✓ Errors & Omissions/Malpractice (Professional Liability Insurance) including Sexual Molestation and Abuse coverage unless waived in writing by the District.

Refer to Article 12. INSURANCE REQUIREMENTS

- ✓ Certification by Contractor Criminal Records Check

- ✓ Live Scan

- ✓ TB Test

- ✓ Conflict of Interest Form



**FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY**

EXHIBIT B
Kinoshita Elementary School
Contract Number ICA 1213105

Services to be provided by YMCA of Orange County to Capistrano Unified School District:

Operate the After School Education and Safety (ASES) Grant at Kinoshita Elementary School a minimum of 3 hours per day of school at least until 6:00 p.m., beginning immediately upon the conclusion of the regular school day.

Operate every regular school day during the regular school year.

Provide all the supplies with which to implement the educational enrichment component of the ASES program, including art supplies, sports equipment, games, science supplies, and other curriculum materials as needed.

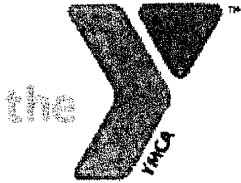
Integrate with the regular school day and other extended learning opportunities while providing a safe physical and emotional environment, opportunities for relationship-building, and promotion of active student engagement through the following required elements:

An educational and literacy element – tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: language arts, mathematics, history and social science, science, or computer training. Examples include: Remedial education activities, Extended learning activities in core content areas, Homework assistance, Tutoring services, Programs that emphasize language skills and academic achievement for English learners, Telecommunications and technology education programs (e.g., computer training), Expanded library service hours, Programs that provide assistance to students who have been truant, suspended, or expelled to allow them to improve their academic achievement.

An educational enrichment element – additional services, programs, and activities that reinforce and complement the regular academic program of participating students to support positive youth development. Enrichment activities may be designed to enhance the core curriculum. Examples include: Fine arts education activities, Recreational activities, Science related activities (e.g., rocketry), Physical fitness activities, Career-technical education, Prevention activities, Other learning support opportunities, such as: Service-learning, Mentoring, Coordinated school health and Character education.

Keep accurate records of each student's daily attendance in the after school program.

YMCA OF ORANGE COUNTY
13821 Newport Ave, Suite 200, Tustin, CA 92780
P 714 549 9622 F 714 838 5976
www.ymcaoc.org



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

YMCA of Orange County
13821 Newport Ave. Suite 200
Tustin, CA 92780
(714) 549-9622

2012-2013 ASES program @ Kinoshita Elementary School
Fee Schedule


PERSONNEL EXPENSES

Salaries		\$68,005.00
<i>Direct:</i>	\$65,000.00	
<i>Administrative:</i>	\$3005.00	
Benefits/Taxes		
<i>Direct:</i>	\$20,401.00	
<i>Administrative:</i>	In direct calculation	

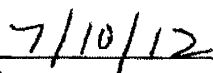
OPERATING EXPENSES

Direct Client Services		\$100,500
	\$4,250.00	
<i>Designated Direct (Fieldtrips):</i>		
Administrative Costs		0
Total Direct Expenses		\$100,500
Total Administrative Costs		0

TOTAL BUDGET AMOUNT	\$100,500.00
----------------------------	---------------------



Cara Owens



Date

Beach Cities YMCA
29831 Crown Valley Parkway, Laguna Niguel, CA 92677
P 949 495 9622 F 949 495 6397
www.ymcaoc.org

Kindoshita

AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213105

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

YMCA OF ORANGE COUNTY

Independent Contractor Agreement No. ICA 1213105 called for services to be rendered commencing September 5, 2012 through September 4, 2013 for a not to exceed amount of \$100,500.76.

The contract with YMCA of Orange County shall be amended to reflect the new contract start date of August 21, 2012 and the new revised contract amount of \$100,500.00.

Except as set forth in this Amendment, and Board approved on August 20, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

YMCA of Orange County

By: Terry Fluent
Signature

By: Chris Owens
Signature

Terry Fluent

Chris Owens
Print Name

Director, Purchasing

DOO
Title

Date: 10/31/12

Date: 10/31/12

**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213106**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

YMCA OF ORANGE COUNTY

The Independent Contractor Agreement ICA 1213106 with Capistrano Unified School District and YMCA of Orange County called for an original contract period of September 5, 2012, through September 4, 2013.

The contract with Capistrano Unified School District and YMCA of Orange County shall be extended an additional twelve (12) months, covering the period September 5, 2013, through September 4, 2014, at the prices shown in Exhibit A to this Extension No. 1 Agreement, for a not to exceed amount of \$100,500.

Except as set forth in this Extension Agreement, and Board approved on August 20, 2012, all other terms of the contract remain in full force and effect.

CONSULTANT

Capistrano Unified School District

By: _____
Signature

Terry Fluent
Print name

Director, Purchasing
Title

Date: _____

DISTRICT

YMCA of Orange County

By: _____
Signature

Print Name

Title

Date: _____



EXHIBIT A

FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

YMCA of Orange County
13821 Newport Ave. Suite 200
Tustin, CA 92780
(714) 549-9622

2013-2014 ASES program @ Viejo Elementary School
Fee Schedule

PERSONNEL EXPENSES

Salaries & Benefits

<i>Salary</i>	\$65,295
<i>Benefits</i>	\$12,361

TOTAL	\$77,656
--------------	-----------------

OPERATING EXPENSES

Program Costs (Supplies, Field Trips, etc..)

\$16,814

In Direct Expense – (Supervision, HR,
Accounting, IT, Payroll, Training, etc...)
Grant allows for 10% - YMCA requesting 6%

\$6,030

TOTAL	\$28,309
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TOTAL BUDGET AMOUNT

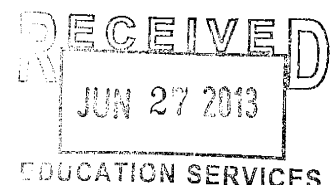
\$100,500.00

\$543.25/day

Cara Owens

Date

6/11/13



This Agreement for Contracted Services ("**Agreement**") is effective as of 8/21/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the contractor listed below ("**Contractor**"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

GENERAL CONDITIONS

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

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

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

19. Severability If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
20. Attorney Fees/Costs Should litigation be necessary to enforce any terms or provisions of the Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.
21. Governing Law The laws of the State of California shall govern the terms and conditions of this Agreement with venue in Orange County, California.
22. Mandatory Claims Process

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

A. Initial Review and Evaluation of a Claim

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

B. Expedited Mediation

If the Initial Review and Evaluation Meeting does not resolve the claim, then within five (5) business days following the Initial Review and Evaluation Meeting the proponent of the claim shall send a list of four recognized mediators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select a mediator from the list and notify the proponent of the claim of the selection of a mediator; or (2) if none of the proposed mediators are acceptable, then that party shall send an alternative list of four recognized mediators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select a mediator; or (2) if none of the mediators listed are acceptable, then notify the other party of that fact. If the foregoing process does not result in the selection of a mediator, then the mediation requirement of this paragraph shall not be required and the parties will proceed to the process set forth in paragraph 29 C.

C. Expedited Arbitration

Within five (5) business days following an unsuccessful mediation or no mediation occurring, the proponent of the claim shall send a list of four recognized arbitrators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select an arbitrator from the list and notify the proponent of the claim of the selection of an arbitrator; or (2) if none of the proposed arbitrators are acceptable, then that party shall send an alternative list of four recognized arbitrators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select an arbitrator; or (2) if none of the arbitrators listed are acceptable, then notify the other party of that fact. The arbitrators shall be from either JAMS, ADR Services, or the American Arbitration Association. If the foregoing process does not result in the selection of an arbitrator, then the proponent of the claim shall notify one of the foregoing three alternative dispute resolution services and that service shall select an arbitrator. The arbitration shall take place and be concluded within forty five (45) days of the selection of an arbitrator and shall not take more than two (2) full day sessions with the time of the arbitration being divided equally between the parties. The arbitrator's decision must be based on admissible facts. "Admissible Facts" are defined as facts that would be admissible in court under the California Rules of Evidence. The arbitrator's decision must also be based upon applicable law. The arbitrator does not have the power or discretion to fashion any remedy on the contract that he or she sees fit. Rather, the arbitrator's decision must be based on admissible facts and applicable law and in accord with the terms, condition and provisions of the contract. The arbitrator shall issue a written Statement of Decision applying the admissible facts to applicable law under the contract in reaching his/her determination. The arbitrator's decision shall be final and binding and can be introduced into court for the purpose of obtaining a judgment thereon provided the arbitrator has complied with the provisions of this paragraph. Should the arbitrator fail to do so, then an objecting party has the right to have the claim determined in court. The parties agree that the dispute resolutions of this Paragraph 29 are mandatory and the exclusive procedure to determine claims made regarding this Agreement that should a party fail to follow them that the claim is waived, released, and forever forfeited. Each party shall bear its own attorney's fees and costs.

REQUIRED DOCUMENTS AND CERTIFICATIONS***All checked items must be provided.****Certificates of Insurance**

- ✓ Commercial General Liability Insurance -- Additional Insured Endorsement
Option 1: form CG 20 10 11 85
or
Option 2: Choose either Form CG 20 10 07 04 or Form CG 20 33 07 04
Either form **must be accompanied** by Form CG 20 37 07 04
- ✓ Business Auto Liability Insurance
- ✓ Workers' Compensation and Employers Liability Insurance
- ✓ Errors & Omissions/Malpractice (Professional Liability Insurance) including Sexual Molestation and Abuse coverage unless waived in writing by the District.

Refer to Article 12. INSURANCE REQUIREMENTS

- ✓ Certification by Contractor Criminal Records Check

- ✓ Live Scan

- ✓ TB Test

- ✓ Conflict of Interest Form



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

EXHIBIT B
Viejo Elementary School
Contract Number ICA 1213106

Services to be provided by YMCA of Orange County to Capistrano Unified School District:

Operate the After School Education and Safety (ASES) Grant at Viejo Elementary School a minimum of 3 hours per day of school at least until 6:00 p.m., beginning immediately upon the conclusion of the regular school day.

Operate every regular school day during the regular school year.

Provide all the supplies with which to implement the educational enrichment component of the ASES program, including art supplies, sports equipment, games, science supplies, and other curriculum materials as needed.

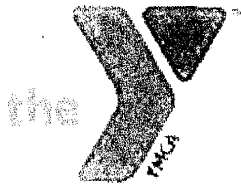
Integrate with the regular school day and other extended learning opportunities while providing a safe physical and emotional environment, opportunities for relationship-building, and promotion of active student engagement through the following required elements:

An educational and literacy element – tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: language arts, mathematics, history and social science, science, or computer training. Examples include: Remedial education activities, Extended learning activities in core content areas, Homework assistance, Tutoring services, Programs that emphasize language skills and academic achievement for English learners, Telecommunications and technology education programs (e.g., computer training), Expanded library service hours, Programs that provide assistance to students who have been truant, suspended, or expelled to allow them to improve their academic achievement.

An educational enrichment element – additional services, programs, and activities that reinforce and complement the regular academic program of participating students to support positive youth development. Enrichment activities may be designed to enhance the core curriculum. Examples include: Fine arts education activities, Recreational activities, Science related activities (e.g., rocketry), Physical fitness activities, Career-technical education, Prevention activities, Other learning support opportunities, such as: Service-learning, Mentoring, Coordinated school health and Character education.

Keep accurate records of each student's daily attendance in the after school program.

YMCA OF ORANGE COUNTY
13821 Newport Ave, Suite 200, Tustin, CA 92780
P 714 549 9622 F 714 838 5976
www.ymcaoc.org



FORM 2011-2012-2013
FOR ALLIED SCHOOLS
APR 5 2012, 4:00 PM

YMCA of Orange County
13821 Newport Ave. Suite 200
Tustin, CA 92780
(714) 549-9622

2012-2013 ASES program @ Viejo Elementary School
Fee Schedule


PERSONNEL EXPENSES

Salaries		\$67,899.00
<i>Direct:</i>	\$65,000.00	
<i>Administrative:</i>	\$2899.00	
Benefits/Taxes		
<i>Direct:</i>	\$20,370.00	
<i>Administrative:</i>	In direct calculation	

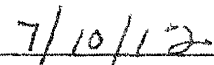
OPERATING EXPENSES

Direct Client Services		\$100,500
	\$4,250.00	
<i>Designated Direct (Fieldtrips):</i>		
Administrative Costs		0
Total Direct Expenses		\$100,500
Total Administrative Costs		0

TOTAL BUDGET AMOUNT \$100,500.00



Cara Owens



Date

Beach Cities YMCA
29831 Crown Valley Parkway, Laguna Niguel, CA 92677
P 949 495 9622 F 949 495 6397
www.ymcaoc.org

viej0

AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213106

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

YMCA OF ORANGE COUNTY

Independent Contractor Agreement No. ICA 1213106 called for services to be rendered commencing September 5, 2012 through September 4, 2013 for a not to exceed amount of \$95,000.00.

The contract with YMCA of Orange County shall be amended to reflect the new contract start date of August 21, 2012 and the new revised contract amount of \$100,500.00.

Except as set forth in this Amendment, and Board approved on August 20, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

YMCA of Orange County

By: Terry Fluent
Signature

By: Chara Owens
Signature

Terry Fluent

Chara Owens
Print Name

Director, Purchasing

NOO
Title

Date: 10/31/12

Date: 10/31/12

**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213109**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

DEBRA HOROWITZ

The Independent Contractor Agreement ICA 1213109 with Capistrano Unified School District and Debra Horowitz called for an original contract period of August 21, 2012, through August 20, 2013.

The contract with Capistrano Unified School District and Debra Horowitz shall be extended an additional twelve (12) months, covering the period August 21, 2013, through August 20, 2014, at the prices shown in Exhibit A to this Extension No. 1 Agreement, for a not to exceed amount of \$300.

Except as set forth in this Extension Agreement, and Board approved on August 20, 2012, all other terms of the contract remain in full force and effect.

CONSULTANT

Capistrano Unified School District

By: _____
Signature

Terry Fluent
Print name

Director, Purchasing
Title

Date: _____

DISTRICT

Debra Horowitz

By: _____
Signature

Print Name

Title

Date: _____

CUSD Fee Schedule 2013/14

DEBRA HOROWITZ

35715 Beach Road
Capistrano Beach, California 92624
(949) 496-3359
DebbieMorgan@cox.net

MISSION & VISION

My mission is to encourage and influence young people to always recognize, appreciate, and share their own special gifts and talents in thoughtful and carefully planned ways. My vision is that young people will graduate from high school with confidence in their ability to succeed wherever they choose to travel simply by trusting in themselves and the skills, interests, passions, and even challenges that are uniquely their own.

In addition to providing general academic guidance on an individual basis, I offer group presentations to local schools and community organizations upon request. I assist high school students with each and every component of the college application process to include resume preparation, essay/personal statement preparation, and the entire college search process. I am truly excited about my work with middle school students, particularly eighth graders preparing for high school. I have determined that it is critically important for middle school students to understand all of the things they will need to address during their four years of high school in preparation for college upon graduation. Early awareness and preparation relative to college admissions is crucial, indeed!

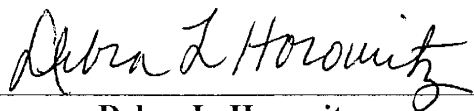
Rate of Pay & Expenses (all-inclusive)

Initial Individual Meeting ~ \$250 with no time parameters

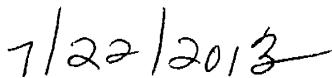
Subsequent Individual Meetings ~ \$100 per hour

****Workshop Presentations** ~ \$250 for 2 hours; \$500 for half day; \$1000 for full day

*****Please note that I have created a special workshop presentation rate for Capistrano Unified District's Indian Education Program at a rate of \$100 for each of three workshop presentations.***



Debra L. Horowitz



July 22, 2013

**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement for Contracted Services ("Agreement") is effective as of 8-21-12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

DEBRA L. HOROWITZ

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 \$300.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this base Agreement is for one year commencing 8/21/12-8/20/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 8/20/12**CONTRACTOR**

Signature: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

FEIN/SSN: _____

GENERAL CONDITIONS

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

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

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

19. Severability If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
20. Attorney Fees/Costs Should litigation be necessary to enforce any terms or provisions of the Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.
21. Governing Law The laws of the State of California shall govern the terms and conditions of this Agreement with venue in Orange County, California.
22. Mandatory Claims Process

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

A. Initial Review and Evaluation of a Claim

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

B. Expedited Mediation

If the Initial Review and Evaluation Meeting does not resolve the claim, then within five (5) business days following the Initial Review and Evaluation Meeting the proponent of the claim shall send a list of four recognized mediators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select a mediator from the list and notify the proponent of the claim of the selection of a mediator; or (2) if none of the proposed mediators are acceptable, then that party shall send an alternative list of four recognized mediators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select a mediator; or (2) if none of the mediators listed are acceptable, then notify the other party of that fact. If the foregoing process does not result in the selection of a mediator, then the mediation requirement of this paragraph shall not be required and the parties will proceed to the process set forth in paragraph 29 C.

C. Expedited Arbitration

Within five (5) business days following an unsuccessful mediation or no mediation occurring, the proponent of the claim shall send a list of four recognized arbitrators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select an arbitrator from the list and notify the proponent of the claim of the selection of an arbitrator; or (2) if none of the proposed arbitrators are acceptable, then that party shall send an alternative list of four recognized arbitrators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select an arbitrator; or (2) if none of the arbitrators listed are acceptable, then notify the other party of that fact. The arbitrators shall be from either JAMS, ADR Services, or the American Arbitration Association. If the foregoing process does not result in the selection of an arbitrator, then the proponent of the claim shall notify one of the foregoing three alternative dispute resolution services and that service shall select an arbitrator. The arbitration shall take place and be concluded within forty five (45) days of the selection of an arbitrator and shall not take more than two (2) full day sessions with the time of the arbitration being divided equally between the parties. The arbitrator's decision must be based on admissible facts. "Admissible Facts" are defined as facts that would be admissible in court under the California Rules of Evidence. The arbitrator's decision must also be based upon applicable law. The arbitrator does not have the power or discretion to fashion any remedy on the contract that he or she sees fit. Rather, the arbitrator's decision must be based on admissible facts and applicable law and in accord with the terms, condition and provisions of the contract. The arbitrator shall issue a written Statement of Decision applying the admissible facts to applicable law under the contract in reaching his/her determination. The arbitrator's decision shall be final and binding and can be introduced into court for the purpose of obtaining a judgment thereon provided the arbitrator has complied with the provisions of this paragraph. Should the arbitrator fail to do so, then an objecting party has the right to have the claim determined in court. The parties agree that the dispute resolutions of this Paragraph 29 are mandatory and the exclusive procedure to determine claims made regarding this Agreement that should a party fail to follow them that the claim is waived, released, and forever forfeited. Each party shall bear its own attorney's fees and costs.

REQUIRED DOCUMENTS AND CERTIFICATIONS***All checked items must be provided.**

Certificates of Insurance	
<input checked="" type="checkbox"/>	Business Auto Liability Insurance
<input checked="" type="checkbox"/>	Certification by Contractor Criminal Records Check
<input checked="" type="checkbox"/>	Live Scan
<input checked="" type="checkbox"/>	TB Test
<input checked="" type="checkbox"/>	Conflict of Interest Form



DEBRA L HOROWITZ

35715 Beach Road - *Capo Beach*

(949) 496-3359

debbiemorgan@cox.net

College & Career Guidance Consultant ~ My mission is to encourage and influence young people to always recognize, appreciate, and share their own special gifts and talents in thoughtful and carefully planned ways. My vision is that young people will graduate from high school with confidence in their ability to succeed wherever they choose to travel simply by trusting in themselves and the skills, interests, passions, and even challenges that are uniquely their own.

In addition to providing general academic guidance on an individual basis, I offer group presentations to local schools and community organizations upon request. I assist high school students with each and every component of the college application process to include resume preparation, essay/personal statement preparation, and the entire college search process. I am truly excited about my work with middle school students, particularly eighth graders preparing for high school. I have determined that it is critically important for middle school students to understand all of the things they will need to address during their four years of high school in preparation for college upon graduation. Early awareness and preparation relative to college admissions is crucial.

Rate of Pay & Expenses (all-inclusive)

Initial Meeting ~ \$250 per Initial Meeting with no time parameters

Subsequent Meetings (Monday through Thursday up to 5:00 PM) ~ After the initial meeting, all meetings will be billed at a rate of \$100 Per Hour

Evening/Weekend Meetings (6:00 PM or later Monday through Thursday and all Friday, Saturday, Sunday Meetings) ~ \$250 Per meeting

Meeting Venue ~ All meetings are at my home. If you would like for me to come to your home then an additional \$25 per meeting will be added to each invoice.

****Workshop Presentations** ~ \$250 Per Two-Hour Workshop

****Please note that I have created a special workshop presentation rate for Capistrano Unified School District of \$100 for each.**

Debra L Horowitz 7/25/2012
Debra L. Horowitz

EXTENSION OF AGREEMENT NO. ICA 1213111

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

VENDING+PLUS

The Independent Contractor Agreement No. ICA1213111 called for an original contract period of August 21, 2012 through August 20, 2013.

The agreement with Vending +Plus shall be extended an additional 12 months, for the period August 21, 2013 through August 20, 2014, at the commission percentages shown in the Agreement.

Except as set forth in this Extension Agreement, and Board approved on August 20, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Vending+Plus

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 8/21/2012, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

VENDING+PLUS

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 pursuant to RFP No. 4-1213, Snack and Beverage Vending Services, as set forth in Contractor's Proposal dated July 18, 2012, and incorporated herein by this reference.

Fees and Expenses. For the Contracted Services provided for hereunder, District shall be compensated as set forth in Attachment "A."

Term of Agreement. The term of this base Agreement is for one year commencing 8/21/2012 - 8/20/2013 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluett
 Name: Terry Fluett
 Title: Director, Purchasing
 Board Approval Date: 8/20/2012

CONTRACTOR

Signature: Nick Nikka
 Name: NICK NIKKA
 Title: SOLE PROPRIETOR
 Address: 11385 EXPOSITION BLVD
LA CA 90064
 Email Address: nnikka@verizon.net
 FEIN/SSN: 954445660

GENERAL CONDITIONS

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

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

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9. Hold Harmless Contractor agrees to and shall defend, indemnify and hold harmless the District, its Governing Board, officers, agents, employees, and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained arising out of activities/services provided by Contractor or its subcontractors, whether authorized by this Agreement or not. Contractor further agrees to waive all rights of subrogation against the District. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of District or any of its agents or employees.
10. Insurance Pursuant to Section 9, Contractor agrees to carry commercial general liability insurance and automobile liability insurance with limits of One Million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability, which may arise out of the Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than the actual start date, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents and employees as additional insured's by separate endorsement under said policy.
11. Assignment The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
12. Notices All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or prepaid, first class United States postal mail. Notices shall be sent to signatories to the Agreement at the addresses given in the Agreement.
13. Compliance with Applicable Laws The services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
14. Permits/Licenses Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
15. Employment with Public Agency Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
16. Entire Agreement/Amendment This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.
17. Nondiscrimination Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such person.
18. Non-waiver The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Severability If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
20. Attorney Fees/Costs Should litigation be necessary to enforce any terms or provisions of the Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.
21. Governing Law The laws of the State of California shall govern the terms and conditions of this Agreement with venue in Orange County, California.
22. Mandatory Claims Process

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

A. Initial Review and Evaluation of a Claim

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

B. Expedited Mediation

If the Initial Review and Evaluation Meeting does not resolve the claim, then within five (5) business days following the Initial Review and Evaluation Meeting the proponent of the claim shall send a list of four recognized mediators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select a mediator from the list and notify the proponent of the claim of the selection of a mediator; or (2) if none of the proposed mediators are acceptable, then that party shall send an alternative list of four recognized mediators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select a mediator; or (2) if none of the mediators listed are acceptable, then notify the other party of that fact. If the foregoing process does not result in the selection of a mediator, then the mediation requirement of this paragraph shall not be required and the parties will proceed to the process set forth in paragraph 29 C.

C. Expedited Arbitration

Within five (5) business days following an unsuccessful mediation or no mediation occurring, the proponent of the claim shall send a list of four recognized arbitrators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select an arbitrator from the list and notify the proponent of the claim of the selection of an arbitrator; or (2) if none of the proposed arbitrators are acceptable, then that party shall send an alternative list of four recognized arbitrators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select an arbitrator; or (2) if none of the arbitrators listed are acceptable, then notify the other party of that fact. The arbitrators shall be from either JAMS, ADR Services, or the American Arbitration Association. If the foregoing process does not result in the selection of an arbitrator, then the proponent of the claim shall notify one of the foregoing three alternative dispute resolution services and that service shall select an arbitrator. The arbitration shall take place and be concluded within forty five (45) days of the selection of an arbitrator and shall not take more than two (2) full day sessions with the time of the arbitration being divided equally between the parties. The arbitrator's decision must be based on admissible facts. "Admissible Facts" are defined as facts that would be admissible in court under the California Rules of Evidence. The arbitrator's decision must also be based upon applicable law. The arbitrator does not have the power or discretion to fashion any remedy on the contract that he or she sees fit. Rather, the arbitrator's decision must be based on admissible facts and applicable law and in accord with the terms, condition and provisions of the contract. The arbitrator shall issue a written Statement of Decision applying the admissible facts to applicable law under the contract in reaching his/her determination. The arbitrator's decision shall be final and binding and can be introduced into court for the purpose of obtaining a judgment thereon provided the arbitrator has complied with the provisions of this paragraph. Should the arbitrator fail to do so, then an objecting party has the right to have the claim determined in court. The parties agree that the dispute resolutions of this Paragraph 29 are mandatory and the exclusive procedure to determine claims made regarding this Agreement that should a party fail to follow them that the claim is waived, released, and forever forfeited. Each party shall bear its own attorney's fees and costs.

REQUIRED DOCUMENTS AND CERTIFICATIONS

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

Certificates of Insurance

- ✓ Commercial General Liability Insurance – Additional Insured Endorsement
Option 1: Form CG 20 10 11 85
or
Option 2: Choose either Form CG 20 10 07 04 or Form CG 20 33 07 04
Either form **must be accompanied** by Form CG 20 37 07 04
- ✓ Business Auto Liability Insurance
- ✓ Workers' Compensation and Employers Liability Insurance

Refer to Article 10. INSURANCE REQUIREMENTS

Suggested Terms of Agreement Financial

**** vending+plus** will pay Capistrano Unified School District according to the following:

**** Snacks:**

Year 1	30% of gross sales
Year 2	31% of gross sales
Year 3	32% of gross sales
Year 4	33% of gross sales
Year 5	34% of gross sales

**** Beverages:**

Year 1	30% of gross sales less applicable sales tax & C.R.V.
Year 2	31% of gross sales less applicable sales tax & C.R.V.
Year 3	32% of gross sales less applicable sales tax & C.R.V.
Year 4	33% of gross sales less applicable sales tax & C.R.V.
Year 5	34% of gross sales less applicable sales tax & C.R.V.

vending+plus will have the exclusive right for the sale of all Snacks and Beverages through automatic vending and merchandising equipment.

vending+plus will maintain an accurate record of all merchandise, collections, sales and inventories in connection with the proper operation of the vending machines provided. **vending+plus** will provide the district with a monthly computerized statement showing all amounts of gross sales and commissions earned for each machine as well as each site. All commissions will be paid to the Capistrano Unified School District by the 15th of the following month and will be accompanied by the site activity report which breaks down percentages to be retained at the Site, District Nutrition Office and the District.

vending+plus will absorb all costs due to abuse, pilferage, theft, breakage, damage, and/or vandalism of vending machines, and such costs will not be deducted from commissions payable in accordance with this proposal.

vending+plus has not solicited any sponsorships in connection with this proposal and services offered therein.

**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213116**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

YMCA OF ORANGE COUNTY

The Independent Contractor Agreement ICA 1213116 with Capistrano Unified School District and YMCA of Orange County called for an original contract period of September 18, 2012, through September 17, 2013.

The contract with Capistrano Unified School District and YMCA of Orange County shall be extended an additional twelve (12) months, covering the period September 18, 2013, through September 17, 2014, at the prices shown in Exhibit A to this Extension No. 1 Agreement, for a not to exceed amount of \$16,600.

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

CONSULTANT

Capistrano Unified School District

By: _____
Signature

Terry Fluent
Print name

Director, Purchasing
Title

Date: _____

DISTRICT

YMCA of Orange County

By: _____
Signature

Print Name

Title

Date: _____

EXHIBIT A

**YMCA PE Proposal-Hankey K-8 School
2103-2014**

Program Goals:

1. Provide students in grades K-5 with a weekly structured 60 minute physical fitness program that supplements the PE curriculum provided by classroom teachers.
2. Provide grade level teacher teams with 60 minutes of student-free weekly IB articulation time to be used for unit planning, lesson assessment or grade level support from PYP Coordinator.

Program Structure:

Tuesday

8:30 – 9:30 3rd grade

9:35 – 9:55 Primary Recess

10:15 – 11:15 1st Grade

Thursday

8:30 – 9:30 5th Grade

9:40 – 10:40 Kinder

10:45 – 11:45 4th Grade

12:00 – 1:00 2nd Grade

Program Dates:

Month	Dates
September	24/26
October	1/3; 8/10; 15/17; 22/24; 29/31
November	5/7; 12/14 (Conference days and Thanksgiving)
December	3/5; 10/12; 17/19
January	7/9; 14/16; 21/23; 28/30
February	4/6; 11/13; 18/20; 25/27
March	4/6; 11/13; 18/20 (Conferences)
April	1/3; 15/17; 22/24 (Star testing and Spring Break)
May	13/15; 20/22; 27/29 (Star Testing cont.)
June	3/5; 10/12

Total Number of Tuesdays=30, Total Number of Thursdays=30

YMCA Staffing Needs:

4 staff for a 1/20 Ratio

Estimated Program Costs:

Tuesday (8:15am-11:30am)

- Staff = \$47 an hour
- 3.25 hours = \$153 day
- 30 Days = \$4,590
- +12.25 % benefits/insurance = \$563
- +13% for YMCA Association Fee = \$597
- Total = \$5,750

Thursday (8:15am-1:15pm)

- Staff = \$47 an hour
- 5 hours = \$235
- 30 Days = \$7,050
- +12.25 % benefits/insurance = \$864
- +13% for YMCA Association Fee = \$917
- Total = \$8,831

Total = \$5,750 + \$8,831 = \$14,581 (rounding up to \$14,600)

Planning/Supplies/Administration = 2,000

Total Cost of Program:

\$14,600 + \$2,000 = 16,600

Payment Schedule:

- 8 payments of \$2,075



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

YMCA PE Program

General Information

The YMCA PE Program is modeled after the Physical Educational Content Standards for California Public Schools.

Physical education significantly contributes to students' well-being. High-quality physical education instruction contributes to good health, develops fundamental and advanced motor skills, improves students' self-confidence, and provides opportunities for increased levels of physical fitness that are associated with high academic achievement.

Mastering fundamental movement skills at an early age establishes a foundation that facilitates further motor skill acquisition and gives students increased capacity for a lifetime of successful and enjoyable physical activity experiences. Similarly, the patterns of physical activity acquired during childhood and adolescence are likely to be maintained throughout one's life.

It is the YMCA's goal to provide a Physical Educational program that is fun, engaging, and challenging, and at the same time provide students with a foundation for fitness. The five areas of focus are:

1. Students demonstrate the motor skills and movement patterns needed to perform a variety of physical activities.
 - Body Management: Balance, change of direction, understanding of spacing
 - Manipulative Skills: Hand Eye Coordination
2. Students demonstrate knowledge of movement concepts, principals, and strategies that apply to the learning and performance of physical activities
 - Understanding of game rules and strategies

Curriculum Summary

Each 1 hour PE session will begin with:

1. Overview of Rules, Goals, and Discussion (5 minutes)

- #1 Rule—**Have Fun** by:
 - Good Sportsmanship
 - Respect, Caring, Responsibility, Honesty (YMCA Values)
 - Hands to Self (no horse play, rough housing etc.)
- Do your Best at each activity.
- Do better than last time—IMPROVEMENT.
- Short overview of previous week and what was previously learned.
- Short Discussion of key learning points (nutrition, water, value of exercise/fitness, warming up etc.)

2. Warm-up(10 minutes)

- Warm-up Lap (Running)
- Dynamic Exercise and Calisthenics
 - Jumping Jacks, High Knees, Stretching, etc.

3. Sports/Activity/Game Unit (40 minutes)

The goal of each unit is to expose students to different games, rules, movements, traditions, vocabulary, and strategies. At the end of each unit, students should have a basic understanding of the fundamentals of the sport/game. Students will also engage in competition with an emphasis on sportsmanship and team work. Each unit will be modified to be age appropriate based on the skill and abilities of the students.

Soccer

- Kicking
- Passing
- Trapping
- Offense vs. Defense

Basketball

- Shooting
- Passing
- Dribbling
- Offense vs. Defense

Track and Field

- Running Form/Technique
- Different Events (Throwing vs. Field Events)
- Relays

Kickball

- Kicking
- Fielding
- Base Running
- Positions and Rules

Tball/Baseball /Spaceball

- Hitting
- Catching
- Throwing
- Base Running
- Positions and Rule

Capture the Flag

- Running and change of direction
- Rules and Traditions of the game

Bean Bags and Tennis Ball Activities/Games

- Catching
- Throwing w/partner or at a Target
- Balance
- Competitions

Flag Football

- Passing
- Catching
- Positions and Rules

Scoops w/whiffle Ball

- Passing
- Catching
- Games/Competitions (similar to ultimate Frisbee)

Cooperative and Movement Games

- Red Light, Green Light
- Tag, Chase, Mr. Fox
- Simon Says
- Parachute
- Musical Activities
- Relays (jumping, coordination skills, balance, cooperation)
- Spot Fitness
- Obstacle Course (speed /agility ladders and hurdles)
- Jump Rope
- Hula Hoops



INDEPENDENT CONTRACTOR AGREEMENT

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

YMCA OF ORANGE COUNTY

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 \$16,200.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this base Agreement is for one year commencing 9/18/12-9/17/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 9/24/12

CONTRACTOR

Signature: [Signature]

Name: Cara Adams

Title: COO

Address: 13821 Newport Ave #200
TUSTIN CA 92780

Email Address: lowens@ymenoc.org

FEIN/SSN: 95-1644095

GENERAL CONDITIONS

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

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

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

19. Severability If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
20. Attorney Fees/Costs Should litigation be necessary to enforce any terms or provisions of the Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.
21. Governing Law The laws of the State of California shall govern the terms and conditions of this Agreement with venue in Orange County, California.
22. Mandatory Claims Process

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

A. Initial Review and Evaluation of a Claim

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

B. Expedited Mediation

If the Initial Review and Evaluation Meeting does not resolve the claim, then within five (5) business days following the Initial Review and Evaluation Meeting the proponent of the claim shall send a list of four recognized mediators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select a mediator from the list and notify the proponent of the claim of the selection of a mediator; or (2) if none of the proposed mediators are acceptable, then that party shall send an alternative list of four recognized mediators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select a mediator; or (2) if none of the mediators listed are acceptable, then notify the other party of that fact. If the foregoing process does not result in the selection of a mediator, then the mediation requirement of this paragraph shall not be required and the parties will proceed to the process set forth in paragraph 29 C.

C. Expedited Arbitration

Within five (5) business days following an unsuccessful mediation or no mediation occurring, the proponent of the claim shall send a list of four recognized arbitrators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select an arbitrator from the list and notify the proponent of the claim of the selection of an arbitrator; or (2) if none of the proposed arbitrators are acceptable, then that party shall send an alternative list of four recognized arbitrators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select an arbitrator; or (2) if none of the arbitrators listed are acceptable, then notify the other party of that fact. The arbitrators shall be from either JAMS, ADR Services, or the American Arbitration Association. If the foregoing process does not result in the selection of an arbitrator, then the proponent of the claim shall notify one of the foregoing three alternative dispute resolution services and that service shall select an arbitrator. The arbitration shall take place and be concluded within forty five (45) days of the selection of an arbitrator and shall not take more than two (2) full day sessions with the time of the arbitration being divided equally between the parties. The arbitrator's decision must be based on admissible facts. "Admissible Facts" are defined as facts that would be admissible in court under the California Rules of Evidence. The arbitrator's decision must also be based upon applicable law. The arbitrator does not have the power or discretion to fashion any remedy on the contract that he or she sees fit. Rather, the arbitrator's decision must be based on admissible facts and applicable law and in accord with the terms, condition and provisions of the contract. The arbitrator shall issue a written Statement of Decision applying the admissible facts to applicable law under the contract in reaching his/her determination. The arbitrator's decision shall be final and binding and can be introduced into court for the purpose of obtaining a judgment thereon provided the arbitrator has complied with the provisions of this paragraph. Should the arbitrator fail to do so, then an objecting party has the right to have the claim determined in court. The parties agree that the dispute resolutions of this Paragraph 29 are mandatory and the exclusive procedure to determine claims made regarding this Agreement that should a party fail to follow them that the claim is waived, released, and forever forfeited. Each party shall bear its own attorney's fees and costs.

REQUIRED DOCUMENTS AND CERTIFICATIONS***All checked items must be provided.**

<p align="center">Certificates of Insurance</p> <ul style="list-style-type: none"> ✓ Commercial General Liability Insurance – Additional Insured Endorsement Option 1; form CG 20 10 11 85 or Option 2: Choose either Form CG 20 10 07 04 <u>or</u> Form CG 20 33 07 04 Either form <u>must be accompanied</u> by Form CG 20 37 07 04 ✓ Business Auto Liability Insurance ✓ Workers' Compensation and Employers Liability Insurance ✓ Errors & Omissions/Malpractice (Professional Liability Insurance) including Sexual Molestation and Abuse coverage unless waived in writing by the District. <p align="center">Refer to Article 12. INSURANCE REQUIREMENTS</p>
<ul style="list-style-type: none"> ✓ Certification by Contractor Criminal Records Check
<ul style="list-style-type: none"> ✓ W-9
<ul style="list-style-type: none"> ✓ Live Scan
<ul style="list-style-type: none"> ✓ TB Test
<ul style="list-style-type: none"> ✓ Conflict of Interest Form

EXHIBIT A

YMCA PE Proposal-Hankey K-8 School
2012-2013

Program Goals:

1. Provide students in grades K-5 with a weekly structured 60 minute physical fitness program that supplements the PE curriculum provided by classroom teachers.
2. Provide grade level teacher teams with 60 minutes of student-free weekly IB articulation time to be used for unit planning, lesson assessment or grade level support from PYP Coordinator.

Program Structure:

Day 1: Tuesdays

- 1 one hour block preceding a Recess PE program (8:15-8:30 set up, 8:30-9:30- 3rd grade teachers, 9:35-9:55 organized recess game program for grades 1-3, 10:20-10:40 organized recess game program for grades 4-5).

Day 2: Thursdays

8:15-8:30 set up
8:30-9:30 Grade 1 and Combo K-1(?)
9:40-10:40 Kinder
10:45-11:45 4th grade
11:45-12:15 Lunch BREAK
12:15-1:15 2nd grade
1:20-2:20 5th grade

Program Dates:

Month	Dates
September	18/20; 25/27
October	2/4; 9/11; 16/18; 23/25; 30
November	1; 13/15; 27/29 (Conference Days 11/6-8, Thanksgiving 11/20-23)
December	4/6; 11/13; 18/20 (Winter Break 12/24-1/4)
January	8/10; 15/17; 22/24; 29/31
February	5/7; 12/14; 19/21; 26/28
March	5/7; 12/14; 19/21 (Conference Days 3/26-29)
April	2/4; 16/18 (Spring Break 4/8-4/12, (STAR Testing 4/22-5/3)
May	7/9; 14/16; 21/23; 28/30*
June	4/6*

Total Number of Tuesdays=30, Total Number of Thursdays=30

* Subject to revisions in CUSD school calendar

YMCA Staffing Needs:

1 Lead staff member, 3 support staff

Estimated Program Costs:**Full Day/Thursdays**

- Staff = \$51 an hour (Lead @\$15, 3 support @ \$12 each)
- 5.6 hrs = \$286 day
- 30 Thursdays = \$8,580
- +13% YMCA Association fee = \$1,115
- Total salaries and fees = **\$9,695**

Half Day/Tuesdays

- Staff = \$51 an hour (Lead @\$15, 3 support @ \$12 each)
- 2.5 hours = \$128
- 30 Tuesdays = \$3,840
- +13% YMCA Association fee = \$500
- Total salaries and fees = **\$4,340**

Total Salaries and Fees

- $\$9,695 + \$4,340 = \mathbf{\$14,035}$

Additional Program Costs:

- Planning, Administration, and Equipment = **\$2,165**

Total Cost of Program for 2012-13 School Year:

$$\$14,035 + 2,165 = \mathbf{\$16,200}$$

Payment Schedule:

- Payments to be made monthly beginning October 2012
- Monthly payments may be adjusted for staff absences, as deemed necessary

Miscellaneous

- Equipment paid for by CHIEF becomes the property of Carl Hankey K-8
- Contract is terminable by either party with 30 days' written notice

**EXTENSION NO. 1 OF PROFESSIONAL SERVICES AGREEMENT
PSA1213114**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PAMELA MOLDAUER

The Professional Service Agreement PSA 1213114 with Capistrano Unified School District and Pamela Moldauer called for an original contract period of August 15, 2012, through August 14, 2013.

The contract with Capistrano Unified School District and Pamela Moldauer shall be extended an additional twelve (12) months, covering the period August 15, 2013, through August 14, 2014, at the prices shown in Exhibit A to this Extension No. 1 Agreement, for a not to exceed amount of \$40,000.

Except as set forth in this Extension Agreement, and Board approved on August 20, 2012, all other terms of the contract remain in full force and effect.

CONSULTANT

Capistrano Unified School District

By: _____
Signature

Terry Fluent
Print name

Director, Purchasing
Title

Date: _____

DISTRICT

Pamela Moldauer

By: _____
Signature

Print Name

Title

Date: _____

Exhibit A
Fee Schedule

Pamela S. Moldauer, L.C.S.W.
30131 Town Center Drive, #235
Laguna Niguel, CA 92677
(949)495-3666
(949)495-8194 Fax
pmoldauer@gmail.com

Description of services to be provided by consultant:

1. As indicated by a student's IEP, provide individual, parent, or collateral counseling session with focus on issues related to identified IEP goals.
2. As requested by school staff, or as indicated by student's presentation, consult with school staff regarding student's progress on IEP goal(s).
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultation dates and time, and IEP meeting attendance.
5. Maintain records of student progress in counseling.

Hourly Rate: \$60.00


Pamela S. Moldauer, L.C.S.W.

5/23/13
Date



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of 9/11/2012 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").

PAMELA MOLDAUER

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 \$40,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this base Agreement is for one year commencing 8/15/12-8/14/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 9/10/12

CONSULTANT

Signature: Pam Moldauer

Name: PAM Moldauer

Title: Consultant

Address: 34131 TOWN CT Dr #235

Laguna Niguel, CA 92677

Email Address: pmoldauer@gmail.com

FEIN/SSN: 324 42 9265

GENERAL CONDITIONS

1. Compensation and Term

During the course of performing under this Agreement, the term of which is also stated on Exhibit "A", Consultant shall submit to the District monthly invoices for work and/or services performed during the preceding month. The invoices shall contain all necessary information to support and back up the request for payment. Upon receipt of a properly submitted and supported payment request, the District shall pay the Consultant within thirty (30) days thereof. Within thirty (30) days of completion of all the Consulting Services provided for hereunder, Consultant shall submit to the District a request for final payment together with all necessary information to support and back up the request for payment. Upon receipt of a properly submitted and supported final payment request, the District shall make final payment to the Consultant within thirty (30) days thereof. All of the foregoing is subject to the right of the District to review and/or audit all requests for payment, including the books and records of the Consultant in connection therewith.

2. Independent Contractor

- A. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's employees or assigned personnel shall be entitled to any benefits payable to employees of the District. The District is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant will be issued a Form 1099 for its services hereunder. As an independent contractor, Consultant hereby agrees to defend, indemnify, and hold the District harmless from claims by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, asserting that an employer-employee relationship or a substitute therefore exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement. (As used herein the term "services" shall include both services and additional services as such terms are defined elsewhere in this Agreement, including attachments.)
- B. It is further understood and agreed by the Parties hereto that Consultant, in the performance of its obligations hereunder, is subject to the control and direction of the District as to the designation of tasks to be performed and the results to be accomplished by the Consulting Services agreed to be rendered and performed under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use the District facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the District does not require that Consultant use the District facilities, equipment or support services or work in the District locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's employees, assigned personnel and subcontractors.

D. Nothing in this Agreement shall be construed as to create an exclusive relationship between the District and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit provided that there is no conflict with the performance of services hereunder.

3. Licenses, Permits, Etc.

Consultant represents and warrants to the District that Consultant has all licenses, permits, qualifications, and approvals of whatsoever nature legally required for Consultant to practice its profession or provide all Consulting Services under the Agreement. Consultant represents and warrants to the District that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession or provide such services under this Agreement.

4. Time

Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's Services obligations under this Agreement. Neither Party shall be considered in default of this Agreement, nor be entitled to additional compensation; to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

5. Consultant Not Agent

Except as the District may specify in writing, Consultant and Consultant's personnel shall have no authority, express or implied, to act on behalf of or bind the District in any capacity whatsoever as an agent. Consultant and Consultant's personnel shall have no authority, express or implied, to bind District to any obligations whatsoever.

6. Assignment Prohibited

No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

7. Consultant Information

- A. The District shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data, and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds or symbols, or any combination thereof.
- B. All proprietary and other information received from Consultant by the District, whether received in connection with Consultant's proposal to District in connection with any services or additional services performed by Consultant, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to the District, the District shall give notice to Consultant of any request for the disclosure of such information. The Consultant will then have five (5) days from the date it receives such notice to enter into an agreement with the District, satisfactory to legal counsel for the District, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by the District in any legal action to compel the disclosure of such information under the California Public Records Act. The Consultant shall have sole responsibility for defense of the actual "trade secret" designation of such information.

- C. The Parties understand and agree that any failure by Consultant to respond or timely respond to the notice provided by the District, and/or failure by Consultant to enter into or timely enter into an agreement with the District, in accordance with the provisions of subsection B, above, shall constitute a complete waiver by Consultant of any rights regarding the information designated "trade secret" by Consultant, and such information will be disclosed by District pursuant to applicable procedures required by the Public Records Act.

8. Standard of Performance

Consultant shall perform all Consulting Services required pursuant to this Agreement in the manner and according to the standards and requirements set forth in this Agreement. To the extent that this Agreement does not explicitly establish standards and/or requirements for performance of the Consulting Services, then Consultant shall perform all Consulting Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of Consultant's profession in California. All products of whatsoever nature which Consultant delivers to the District pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing in Consultant's profession. Consultant shall assign only competent personnel to perform Consulting Services pursuant to this Agreement. If the District, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform Consulting Services pursuant to this Agreement, Consultant shall remove such person(s) immediately upon receiving notice from the District of the desire of the District for the removal of such person(s).

9. Termination For Convenience

The District shall have the right to terminate this Agreement for convenience at any time and for any reason by giving thirty (30) days written notice of such termination to Consultant. In the event the District shall give such notice of termination, Consultant shall immediately cease rendering services pursuant to this Agreement.

- A. In the event the District shall terminate this Agreement for Convenience: Consultant shall promptly deliver to the District copies of all information prepared pursuant to this Agreement.
- B. The District shall pay Consultant: (1) the hourly rates set forth in Attachment "A" for all those hours worked up to the notice of termination; (2) the direct costs, if any, actually incurred and/or paid by Consultant for materials, supplies, equipment, apparatus, and the like, used in the direct performance of the Consulting Services of the Consultant under this Agreement; and (3) a ten percent (10%) markup on the direct costs as described in the preceding item number "(2)". The Parties agree that compensation payable to Consultant under a termination for convenience under this paragraph 9 is the exclusive remedy for any and all compensation and/or damages that Consultant may otherwise contend it is entitled to and the District shall not in any manner be liable for lost profits which might have been made by Consultant had the Agreement not been terminated or had Consultant completed the Consulting Services required by this Agreement. In this regard, Consultant shall furnish to the District such financial information as necessary in the judgment of the District before termination, and the decision of the District shall be final. The foregoing is cumulative and does not affect any right or remedy which the District may have in law or equity. All monies payable by the District under this paragraph are subject to the right of the District to audit all requests for payment, including the books and records of the Consultant in connection therewith.

10. Defense, Indemnity & Hold Harmless Obligations**A. Nature and Extent of Obligations**

Consultant shall defend, indemnify, and hold harmless the District (including its inspectors, project managers, trustees, board members, officers, agents, members, employees, affiliates, consultants, sub-consultants, and representatives), and each of them, of and from any and all demands, claims, suits, proceedings, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever arising out of, or in connection with the performance of Consulting Services provided by Consultant under this Agreement, including, but not limited to:

1. Personal injury (including, but not limited to, bodily injury emotional injury or distress, sickness, or disease) or death to persons, including, but not limited to, any employees or agents of District, Consultant, or any other person, or damage to property of anyone including the work itself (including loss of use thereof), caused or alleged to be caused in whole or in part by any negligent act or omission of Consultant, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable;
2. Penalties threatened, sought, or imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance, or statute, caused by the action or inaction of Consultant;
3. Alleged infringement of any patent rights which may be brought arising out of Consultant's design;
4. Consultant's failure to fulfill any of the provisions set forth in this Agreement;
5. Failure of Consultant to comply with the provisions of this Agreement relating to insurance; and,
6. Any violation or infraction by Consultant of any law, order, citation, rule, regulation, standard, ordinance, or statute in any way relating to the occupational, health, or safety of employees.

B. No Limitation Because of Insurance

The defense, indemnity and hold harmless obligations set forth in paragraph 10 and elsewhere in this Agreement shall not be limited, impaired or diminished, in any way, by the insurance requirements set forth in this Agreement.

C. Broadest Indemnity Possible

With respect to the provisions of this paragraph 10, and in general, the Consultant shall indemnify, hold harmless, and defend District (including its inspectors, project managers, trustees, board members, officers, agents, members, employees, affiliates, consultants, sub-consultants, and representatives), and each of them, from any and all liability, loss, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death, and property damage) incurred by District, Consultant, or any other person, and from any and all demands, and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of any negligent act or omission, recklessness, or willful misconduct on the part of Consultant, its officers, agents, employees, subcontractors, sub-consultants, or any other person or entity for whom Consultant is responsible, in connection with the performance of the Agreement. Consultant's obligations under the preceding sentence shall apply regardless of whether District or any of its officers, officials, employees, or agents are passively negligent, but shall not apply to any loss, liability, fines, forfeitures, costs or damages caused by the active negligence or by the willful misconduct of District.

D. Defense, Indemnity, Hold Harmless and Professional Liability

With respect to the provisions of paragraph 10.A, and specifically regarding professional liability, Consultant shall indemnify, hold harmless, and defend District (including its inspectors, project managers, trustees, board members, officers, agents, members, employees, affiliates, consultants, sub-consultants, and representatives), and each of them, of and from any and all demands, claims, suits, proceedings, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever arising out of, or in connection with the performance of Consulting Services provided by Consultant under this Agreement arising, or alleged to have arisen, out of or in connection with the professional negligence, errors and omissions of the Consultant in the performance of the Agreement.

E. Limitation

Notwithstanding paragraphs 10.B. and 10.C., Consultant's indemnification of District shall not include indemnification for claims which arise as the result of the active negligence of District, or the sole negligence or willful misconduct of District, its agents, servants, or any independent contractors who are directly responsible to District, or for defects in design furnished by such persons, other than Consultant and its agents, consultants, and sub-consultants, or unless such claims arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant. Consultant's indemnification, hold harmless, and defense obligations toward the District shall be for all claims that arise out of, pertain to, or relate to the negligence, recklessness, willful misconduct, or breaches of this Agreement by Consultant, its officers, agents, employees, subcontractors, sub-consultants, or any other person or entity for whom Consultant is responsible in connection with the performance of this Agreement. It is the intent of this Agreement to provide the broadest enforceable defense, indemnity and hold harmless obligations of Consultant under California law. If any provision of this Agreement exceeds the restrictions of California law, that portion of this Agreement that exceeds the limits of the law shall be null and void and the remaining obligations shall remain fully enforceable.

11. Equal Employment Opportunity

During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest, agrees as follows:

A. Compliance With Regulations

To the extent applicable to the Consulting Services provided under this Agreement, Consultant shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

B. Nondiscrimination

Consultant, with regard to the work performed by it after award and before completion of the Consulting Services provided pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

C. Solicitations for Subcontractors, Including Procurements of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by Consultant for work to be performed under any subcontract, including all procurements of materials or equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

D. Information and Reports

Consultant shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the District to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the District, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance

In the event of noncompliance by Consultant with the nondiscrimination provisions of this Agreement, the District shall impose such sanctions as it may determine to be appropriate including, but not limited to:

- (1) Withholding of payments to Consultant under this Agreement until
Consultant complies; and/or
- (2) Termination of this Agreement, in whole or in part.

F. Incorporation of Provisions

Consultant shall include the provisions of Paragraphs 11.A. through 11.E. in every subcontract, including procurements of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as the District may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Consultant must immediately notify the District of such litigation, threatened or otherwise, and may request that the District enter such litigation to protect the interests of District.

G. Consultant's Liability

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Consultant of liability in excess of such coverage, nor shall it preclude the District from taking such other actions as are available to it under any other provision of this Agreement or the law.

12. Insurance Requirements

During the entire term of this Agreement, and for a minimum of a full three (3) years from the final completion of the Consulting Services under this Agreement, Consultant shall, at its own expense, maintain, and shall require all subcontractors to maintain insurance as set forth below:

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- 1) Insurance Services Office Form No. CG 0001 (Commercial General Liability);
- 2) Insurance Services Office Form No. CA 0001 (Ed. 1/87) (Automobile Liability, Code 1 "any auto");

- 3) Workers' Compensation as required by the Labor Code of the State of California, and Employers' Liability Insurance;
- 4) Professional Liability (Errors and Omissions) insurance, including Sexual Molestation and Abuse coverage against loss due to error, omission or malpractice, unless waived in writing by the District.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- 1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- 2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 3) Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.
- 4) Professional Liability (Errors and Omissions): \$1,000,000 combined single limit per claim and \$2,000,000 aggregate.

C. Claims-Made Forms

If the above insurance is written on a claims-made form, it shall continue for a full three years, at a minimum, following the final completion of the Consulting Services under this Agreement. Such insurance shall have a retroactive date of placement before or coinciding with the effective date of this Agreement.

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District.

E. Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

1) **General Liability and Automobile Liability Coverages:**

- a) Consultant's insurance coverage shall be primary insurance with respect to the District, its officers, board members, officials, employees, agents or volunteers. Any insurance or self-insurance maintained by District, its officers, board members, officials, employees or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- b) The District, its officers, board members, officials, employees, agents and volunteers are to be covered as additional insureds with respect to: liability arising out of activities performed by or on behalf of Consultant; and premises owned, leased or used by Consultant. The coverage shall contain no special limitations on the scope of the protection afforded to the District, its officers, board members, officials, employees, agents or volunteers.
- c) Failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officers, board members, officials, employees, agents and volunteers.
- d) Coverage shall state that Consultant's insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.

2) **All Coverages:**

Each insurance policy required by this Agreement shall be endorsed to state that coverage's shall not be canceled except after thirty (30) days prior written notice has been given to the District. In addition, Consultant agrees that it shall not

reduce its coverage or limits on any such policy except after thirty (30) days prior written notice has been given to the District and the District approves the reduction in coverage or limits. Consultant further agrees that it shall not increase any deductibles or self-insured retentions on any such policy except after thirty (30) days prior written notice has been given to the District and the District approves such increase. Insurance is to be placed with insurers with a Best's rating of no less than A: VII. This requirement may however, be waived in individual cases for Errors and Omissions Coverages only, provided however, that in no event will a carrier with a rating of B: IX or lower be acceptable.

F. Self-Insured Entities

The District may, at its discretion, accept self-insurance as being in compliance with this section. In such case, Consultant agrees that it will defend and indemnify the District, including its officers, board members, officials, employees, agents, and volunteers, to the same extent as it would Consultant or any other self-insured person or entity, and that it will treat the District, including its officers, board members, officials, employees, agents, and volunteers, in all respects as if it were covered to the same extent as Consultant or any other self-insured person or entity. Self-insurance shall be subject to all requirements contained in this section. Alternatively, self-insured entities may purchase insurance covering the District for all work performed and/or services rendered under this Agreement, provided such insurance complies with all the requirements of this section.

G. Evidence of Insurance

Before starting to provide any Consulting Services under this Agreement, Consultant shall provide the District with certificates of insurance and/or executed endorsements, as the District may require, evidencing compliance with this section. On request, Consultant shall furnish copies of any and/or all of the required insurance policies.

13. Access to Work Product

Duly authorized representatives of the District shall have right of access to Consultant's technical plans, files, and records, relating to the project, and may review the work at appropriate stages during performance of, and/or after the completion of, the Consulting Services.

14. Compliance with Laws

Consultant shall comply with all federal, state and local laws and ordinances as may be applicable to the performance of the Consulting Services under this Agreement. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

15. Integration

Along with Exhibit "A" which is incorporated herein, this is an integrated Agreement, and contains all of the terms, considerations, understanding, and promises of the Parties. The Parties have each been represented by legal counsel regarding the negotiation and execution of this Agreement and it shall be read as a whole, integrated agreement.

16. Conflict

In the event of any alleged, implied, or actual conflict between the express or implied provisions of this Agreement and the provisions of Exhibit "A", or any other document included herein, the provisions of this Agreement shall govern.

17. 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: (a) personal services or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post

Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are stated in the agreement. Each Party shall promptly notify the other Party of any changes to its address, telephone number, or any other contact information.

18. Survival

Unless otherwise specifically provided, the covenants of this Agreement shall survive completion and acceptance of the Project by District and shall continue until fulfilled.

19. Captions, Index

The captions and the index of this Agreement shall have no effect on its interpretation.

20. Singular and Plural

Where required by the context of this Agreement, the singular shall include the plural and vice-versa.

21. Severability

The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

22. Work Days

All reference to days in this Agreement refers to calendar days excluding Saturdays, Sundays and holidays.

23. Independent Contractor

Consultant is an independent contractor and is not a joint venture, partner, agent or employee of District.

24. No Use of Mark or Name

Consultant shall not use any name, trademark or service mark of DISTRICT without first having received District's written consent to such use.

25. Amendments, Etc.

None of the terms, conditions, and provisions, of this Agreement may be amended, changed, modified, waived, canceled, or altered, in any way, orally or otherwise, except: (1) in writing; (2) signed by the parties hereto; (3) specifying such amendment, change, modification, waiver, cancellation, or alteration; and most importantly, (4) approved by the District's Governing Board by way of a formal Resolution. A waiver of any breach of this Agreement shall not be deemed a waiver of any preceding or subsequent breach, whether similar or dissimilar. The failure of the District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

26. Entire Agreement

This Agreement, together with the Exhibits hereto, and any later modifications as set forth in paragraph 25, is intended to be a fully integrated agreement and contains all the agreements of the parties hereto. It supersedes all other written or oral agreements. The parties acknowledge that at all times in the negotiation and execution of this Agreement that they have each been represented by their own independently selected legal counsel.

27. Attorney's Fees

In any action brought by either party to enforce the terms of this Agreement, the parties shall bear their own attorney's fees and costs.

28. Consultant's Employees

Consultant shall at all times enforce appropriate discipline and good order among its employees and shall not employ or work any unfit person or anyone not skilled in providing the services required under this Agreement. It shall be the responsibility of Consultant to ensure compliance with this section. Any person in the employ of Consultant whom the District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this Agreement and shall not again provide services except with the District's written consent. Consultant shall ensure that persons who perform services on District's property, including without limitation college campuses, have not been convicted of any felony, have not been convicted of any controlled substance offense, and have not been convicted of any sex offense, as those terms are defined by Education Code sections 87008-87010, inclusive.

29. Mandatory Claims Process

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

A. Initial Review and Evaluation of a Claim

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

B. Expedited Mediation

If the Initial Review and Evaluation Meeting does not resolve the claim, then within five (5) business days following the Initial Review and Evaluation Meeting the proponent of the claim shall send a list of four recognized mediators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select a mediator from the list and notify the proponent of the claim of the selection of a mediator; or (2) if none of the proposed mediators are acceptable, then that party shall send an alternative list of four recognized mediators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select a mediator; or (2) if none of the mediators listed are acceptable, then notify the other party of that fact. If the foregoing process does not result in the selection of a mediator, then the mediation requirement of this paragraph shall not be required and the parties will proceed to the process set forth in paragraph 29 C.

C. Expedited Arbitration

Within five (5) business days following an unsuccessful mediation or no mediation occurring, the proponent of the claim shall send a list of four recognized arbitrators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select an arbitrator from the list and notify the proponent of the claim of the selection of an arbitrator; or (2) if none of the proposed arbitrators are acceptable, then that party shall send an alternative list of four recognized arbitrators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select an arbitrator; or (2) if none of the arbitrators listed are acceptable, then notify the other party of that fact. The arbitrators shall be from either JAMS, ADR Services, or the American Arbitration Association. If the foregoing process does not result in the selection of an arbitrator, then the proponent of the claim shall notify one of the

foregoing three alternative dispute resolution services and that service shall select an arbitrator. The arbitration shall take place and be concluded within forty five (45) days of the selection of an arbitrator and shall not take more than two (2) full day sessions with the time of the arbitration being divided equally between the parties. The arbitrator's decision must be based on admissible facts. "Admissible Facts" are defined as facts that would be admissible in court under the California Rules of Evidence. The arbitrator's decision must also be based upon applicable law. The arbitrator does not have the power or discretion to fashion any remedy on the contract that he or she sees fit. Rather, the arbitrator's decision must be based on admissible facts and applicable law and in accord with the terms, condition and provisions of the contract. The arbitrator shall issue a written Statement of Decision applying the admissible facts to applicable law under the contract in reaching his/her determination. The arbitrator's decision shall be final and binding and can be introduced into court for the purpose of obtaining a judgment thereon provided the arbitrator has complied with the provisions of this paragraph. Should the arbitrator fail to do so, then an objecting party has the right to have the claim determined in court. The parties agree that the dispute resolutions of this Paragraph 29 are mandatory and the exclusive procedure to determine claims made regarding this Agreement that should a party fail to follow them that the claim is waived, released, and forever forfeited. Each party shall bear its own attorney's fees and costs.

30. No Limitations on Consultant Liability

Notwithstanding any express or implied language to the contrary in Exhibit "A" or any other document attached hereto and incorporated herein, there shall be no limits on the District's ability to recover damages from Consultant in the event of any claim, action, lawsuit, or other legal action by the District against Consultant, and any language purporting to impose limits on recovery of damages is null and void, and of no effect, including any language purporting to increase liability for damages in exchange for additional payment or compensation to Consultant.

31. Successors in Interest

This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto.

REQUIRED DOCUMENTS AND CERTIFICATIONS***All checked items must be provided.**

✓ Professional License to Practice
<p align="center">Certificates of Insurance</p> <p>✓ <u>1. Commercial General Liability Insurance</u> – Additional Insured Endorsement Option 1: form CG 20 10 11 85 or Option 2: Choose either Form CG 20 10 07 04 <u>or</u> Form CG 20 33 07 04 Either form <u>must be accompanied</u> by Form CG 20 37 07 04</p> <p align="center"><u>OR</u></p> <p>✓ <u>Errors & Omissions/Malpractice</u> (Professional Liability Insurance) including Sexual Molestation and Abuse coverage unless waived in writing by the District.</p> <p>✓ 2. Business Auto Liability Insurance</p> <p align="center">Refer to Article 12. INSURANCE REQUIREMENTS</p>
✓ Certification by Contractor Criminal Records Check
✓ W-9
✓ Live Scan
✓ TB Test
✓ Conflict of Interest Form

Exhibit A

Fee Schedule

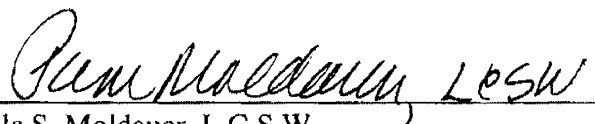
Pamela S. Moldauer, L.C.S.W.
30131 Town Center Drive, #235
Laguna Niguel, CA 92677
(949)495-3666
(949)495-8194 Fax
pmoldauer@gmail.com

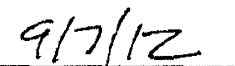
Description of services to be provided by consultant:

1. As indicated by a student's IEP, provide individual, parent, or collateral counseling session with focus on issues related to identified IEP goals.
2. As requested by school staff, or as indicated by student's presentation, consult with school staff regarding student's progress on IEP goal(s).
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultation dates and time, and IEP meeting attendance.
5. Maintain records of student progress in counseling.

Term of Contract: 8/1/2012 – 6/30/2013

Hourly Rate: \$60.00


Pamela S. Moldauer, L.C.S.W.


Date

**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213001**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BRAINFUSE, INCORPORATED

The Independent Contractor Agreement ICA 1213001 with Capistrano Unified School District and Brainfuse, Incorporated, called for an original contract period of September 1, 2012, through June 30, 2013.

The contract with Capistrano Unified School District and Brainfuse, Incorporated shall be extended an additional twelve (12) months, covering the period July 1, 2013, through June 30, 2014, at the prices shown in Exhibit A to this Extension No. 1 Agreement, for a not to exceed amount of \$3,000.

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

CONSULTANT

Capistrano Unified School District

By: _____
Signature

Terry Fluent
Print name

Director, Purchasing
Title

Date: _____

DISTRICT

Brainfuse, Incorporated

By: _____
Signature

Print Name

Title

Date: _____

Exhibit A

Scope of Services

SERVICES:

Consultant shall provide web-based technology and online tutoring to the District pursuant to the terms of the Agreement.

Responsibilities of Consultant:

- (a) Consultant shall prepare and provide instant access homework help and instruction for District students in mathematics, and shall provide access to its online tutoring platform (hereinafter, the "Consultant Program").
- (b) The Consultant Program shall serve all eligible students Monday through Sunday during mutually-agreed upon times. The Consultant Program shall commence September 1, 2012.
- (c) Consultant shall make its online tutors available through any compatible computer to participating students, both within and without the District facility.
- (d) Consultant shall provide all necessary training to appropriate District staff for the Consultant Program.

Consultant represents and warrants that:

- (a) District's and District users' access to and use of the Consultant Program as described in this Agreement will not infringe any third party copyright.
- (b) Ownership Rights. The Consultant Program is owned solely by Consultant. To the best knowledge and belief of Consultant, no other entity has any ownership right in or to any portion of the Consultant Program.
- (c) Power and Authority. Consultant has full power and authority to enter into this Agreement and to perform hereunder, and such entry and performance, to the best knowledge and belief of Consultant will not violate any patent, copyright, trade secret, or other intellectual property interest of any third party.
- (d) Legal Proceedings. To the best of Consultant's knowledge and belief as of the date of this Agreement, there is no action, suit, proceeding or material claim or investigation pending or threatened against Consultant in any court or by any federal, state or municipal or other governmental department, commission, bureau, agency or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined would restrict Consultant's ability to complete the transactions contemplated hereby. Consultant knows of no basis for any such action, suit, claim, investigation or proceeding.
- (e) Compliance with Laws and Regulations. To Consultant's best knowledge and belief as of the date of this Agreement, the Consultant Program comply with all relevant federal, state and local laws and regulations.

(f) Non-Infringement. Consultant warrants that it will take all due and reasonable care to avoid infringing any patent, copyright, trade secret, or other intellectual property interest of any third party.

Responsibilities of District:

Technical support staff from the District shall cooperate in good faith with Consultant to ensure that the Consultant Program and the Software are accessible from District computers.

Schedule

TERM:

This Agreement shall remain valid through June 30, 2013, and may be renewed on an annual basis by the parties upon the written consent of both Consultant and the District. Such mutual consent to renew shall take place at least 15 days prior to the expiration of the Agreement.

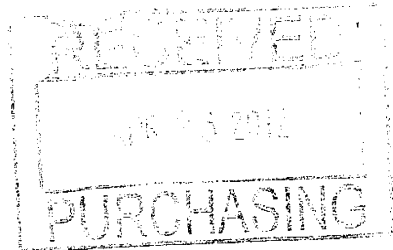
Compensation/Expenses

COMPENSATION:

The District shall pay to Consultant a fee of \$3,000 for up to 125 hours of the Consultant Program at \$24 per hour. The fee shall be due thirty (30) days after receipt of the invoice unless District disputes an invoice. Consultant reserves the right to withhold service pending processing and payment of invoices by the District.

EXPENSES:

Except as provided otherwise herein, the parties to this Agreement shall be responsible for their own expenses, including taxes and general administrative expenses. Consultant shall not be responsible for providing the necessary hardware or software (including, but not limited to, computers, speakers, microphones, Internet access, as well as browsers and firewall modifications) for the proper operation of the Consultant Program or Software.



Contract # I1213001

INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES

This Independent Contractor Agreement for Services ("Agreement") is made as of April 26, 2012, between the Capistrano Unified School District on behalf of its California Preparatory Academy ("District") and Brainfuse, Inc., a corporation organized and existing under the laws of the State of New York ("Consultant") (together, "Parties").

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

WHEREAS, Consultant is engaged in the development and provision of educational technology, services and content; and

WHEREAS, the Parties desire to supply District students with an online tutoring services program pursuant to the terms set forth herein; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall furnish to the District the services as described in Exhibit "A" attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing Services under this Agreement upon execution of the Agreement by both Parties, and will diligently perform such Services as required. The term for Services and schedule to provide Services shall be in accordance with the schedule included in Exhibit "A;"
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below;

<u> </u>	Signed Agreement
<u> </u>	Workers' Compensation Certificate
<u> </u>	Criminal Background Investigation Certification
<u> </u>	Insurance Certificates and Endorsements
<u> </u>	W-9 Form
<u> </u>	_____
<u> </u>	_____

4. **Compensation.** District compensation to the Consultant shall be as set forth in Exhibit "A" as the proposed fee for Services, but in no event shall total fees, costs, and expenses exceed three thousand dollars and 00/100 cents (\$3,000.00), without the express written approval of the District's Governing Board ("Board").

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, other than as provided in Exhibit "A."
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services provided under this Agreement. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.
7. **Materials.** Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.
8. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
9. **Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such Services.
10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this

Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. Termination.

- 12.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this Section, District shall compensate Consultant for Services completed to date as a pro-rata amount of the full fees, costs, and expenses.
- 12.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon termination, District shall only be obligated to compensate Consultant for Services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of Services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 12.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 12.3.1. material violation of this Agreement by the Consultant; or
 - 12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
 - 12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of termination, the District may secure the required services from another consultant. If the expense, fees, and costs to the District exceed the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

- 12.4 Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

13. Indemnification. To the furthest extent permitted by California law, Consultant shall,

at its sole expense, defend, indemnify, and hold harmless the District, the Board, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants and/or attorneys fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, Services, or thing done, permitted, or suffered by the Consultant under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

14. Insurance.

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance:

14.1.1. **General Liability.** One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

14.1.2. **Workers' Compensation and Employers' Liability Insurance.** For all of the Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Consultant shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Consultant shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

14.1.3. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant; instruments of Service and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

2) For any claims related to the projects, the Consultant's insurance coverage shall be primary insurance as respects the

Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Consultant's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

- 14.1.4. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 14.1.5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
- 14.1.6. Consultant shall furnish the District with Certificates of Insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

14.2. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the District.

- 15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
- 16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the Board, of the District, and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any Services that are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
- 17. **Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
- 18. **Safety and Security:** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the

District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

19. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.
20. **Fingerprinting of Employees.** It is not contemplated at the time of execution of this Agreement that Consultant or its employees will have contact with students during the provision of Services under this Agreement. If, at a future time, Consultant will have contact with any pupils, Consultant shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Consultant shall not permit any employee to have any contact with District pupils until such time as the Consultant has verified in writing to the Board that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Consultant's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant. Verification of compliance with this Section and the Criminal Background Investigation Certification that may be required with this Agreement, shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.
21. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:
 - 21.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
 - 21.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
22. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and Labor Code Section 1735.
23. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
24. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s),

and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

25. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
FAX: (949) 493-8729

ATTN: Terry Fluent, Director, Purchasing

Consultant

Brainfuse, Inc.
271 Madison Avenue, Third Floor
New York, New York 10016
Telephone: (212) 481-4870
FAX:

ATTN:

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

26. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

27. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This Agreement is not valid until approved/ratified by the Board. Services shall not be rendered until Agreement is approved.

28. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.

29. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

30. **Waiver.** The failure of Consultant or District to seek redress for violation of, or to insist upon, the strict performance of any term, covenant or condition of this Agreement shall not be deemed to be a waiver by that party of any such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition contained herein.

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

32. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

33. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

CAPISTRANO UNIFIED SCHOOL DISTRICT

BRAINFUSE, INC.

Date: 5/1/12, 2012

Date: April 10, 2012

By: [Signature]

By: [Signature]

Print Name: Terry Flouat

Print Name: Alex Szuden

Its: Director Purchasing

Its: Managing Director

Information regarding Consultant:

License No.: _____

05-0592563 :

Address: 271 Madison Ave, 3rd Fl.
New York, NY 10016

Employer Identification and/or Social Security Number

Telephone: 866-272-4638

Facsimile: 212-504-8124

E-Mail: requests@brainfuse.com

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this Section.

Type of Business Entity:

- ☐ Individual
- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Limited Partnership
- ☒ Corporation, State: New York
- ☐ Limited Liability Company
- ☐ Other: _____

Exhibit A

Scope of Services

SERVICES:

Consultant shall provide web-based technology and online tutoring to the District pursuant to the terms of the Agreement.

Responsibilities of Consultant:

- (a) Consultant shall prepare and provide instant access homework help and instruction for District students in mathematics, and shall provide access to its online tutoring platform (hereinafter, the "Consultant Program").
- (b) The Consultant Program shall serve all eligible students Monday through Sunday during mutually-agreed upon times. The Consultant Program shall commence September 1, 2012.
- (c) Consultant shall make its online tutors available through any compatible computer to participating students, both within and without the District facility.
- (d) Consultant shall provide all necessary training to appropriate District staff for the Consultant Program.

Consultant represents and warrants that:

- (a) District's and District users' access to and use of the Consultant Program as described in this Agreement will not infringe any third party copyright.
- (b) Ownership Rights. The Consultant Program is owned solely by Consultant. To the best knowledge and belief of Consultant, no other entity has any ownership right in or to any portion of the Consultant Program.
- (c) Power and Authority. Consultant has full power and authority to enter into this Agreement and to perform hereunder, and such entry and performance, to the best knowledge and belief of Consultant will not violate any patent, copyright, trade secret, or other intellectual property interest of any third party.
- (d) Legal Proceedings. To the best of Consultant's knowledge and belief as of the date of this Agreement, there is no action, suit, proceeding or material claim or investigation pending or threatened against Consultant in any court or by any federal, state or municipal or other governmental department, commission, bureau, agency or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined would restrict Consultant's ability to complete the transactions contemplated hereby. Consultant knows of no basis for any such action, suit, claim, investigation or proceeding.
- (e) Compliance with Laws and Regulations. To Consultant's best knowledge and belief as of the date of this Agreement, the Consultant Program comply with all relevant federal, state and local laws and regulations.

(f) Non-Infringement. Consultant warrants that it will take all due and reasonable care to avoid infringing any patent, copyright, trade secret, or other intellectual property interest of any third party.

Responsibilities of District:

Technical support staff from the District shall cooperate in good faith with Consultant to ensure that the Consultant Program and the Software are accessible from District computers.

Schedule

TERM:

This Agreement shall remain valid through June 30, 2013, and may be renewed on an annual basis by the parties upon the written consent of both Consultant and the District. Such mutual consent to renew shall take place at least 15 days prior to the expiration of the Agreement.

Compensation/Expenses

COMPENSATION:

The District shall pay to Consultant a fee of \$3,000 for up to 125 hours of the Consultant Program at \$24 per hour. The fee shall be due thirty (30) days after receipt of the invoice unless District disputes an invoice. Consultant reserves the right to withhold service pending processing and payment of invoices by the District.

EXPENSES:

Except as provided otherwise herein, the parties to this Agreement shall be responsible for their own expenses, including taxes and general administrative expenses. Consultant shall not be responsible for providing the necessary hardware or software (including, but not limited to, computers, speakers, microphones, Internet access, as well as browsers and firewall modifications) for the proper operation of the Consultant Program or Software.

**AMENDMENT NO. 6 TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213052**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

WESTGROUP MANAGEMENT, INCORPORATED

Independent Contractor Agreement No. ICA 1213052 called for services to be rendered at the amended contract term commencing June 1, 2012, through June 30, 2013.

The contract with Westgroup Management, Inc. shall be amended to increase the not to exceed amount to \$270,000 for additional services and extended until September 30, 2013, as needed by the District. This amount may be increased by mutual agreement of both parties by written agreement.

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

Westgroup Management, Inc.

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

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

WESTGROUP MANAGEMENT INC.

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$25,000.00 in aggregate under this Agreement.

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

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

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

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

DISTRICT

By: Terry Fluent
 Name: Terry Fluent
 Title: Director, Purchasing
 Board Approval Date: 6/11/12

CONTRACTOR

Signature: [Signature]
 Name: Timothy D. Holcomb
 Title: Principal
 Address: 19520 Chamber Road #100
Irvine, CA, 92612
 Email Address: timh@westgroupdesigns.com
 FEIN/SSN: 20-0491451

GENERAL CONDITIONS

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

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

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

19. Severability If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
20. Attorney Fees/Costs Should litigation be necessary to enforce any terms or provisions of the Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.
21. Governing Law The laws of the State of California shall govern the terms and conditions of this Agreement with venue in Orange County, California.
22. Mandatory Claims Process

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

A. Initial Review and Evaluation of a Claim

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

B. Expedited Mediation

If the Initial Review and Evaluation Meeting does not resolve the claim, then within five (5) business days following the Initial Review and Evaluation Meeting the proponent of the claim shall send a list of four recognized mediators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select a mediator from the list and notify the proponent of the claim of the selection of a mediator; or (2) if none of the proposed mediators are acceptable, then that party shall send an alternative list of four recognized mediators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select a mediator; or (2) if none of the mediators listed are acceptable, then notify the other party of that fact. If the foregoing process does not result in the selection of a mediator, then the mediation requirement of this paragraph shall not be required and the parties will proceed to the process set forth in paragraph 29 C.

C. Expedited Arbitration

Within five (5) business days following an unsuccessful mediation or no mediation occurring, the proponent of the claim shall send a list of four recognized arbitrators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select an arbitrator from the list and notify the proponent of the claim of the selection of an arbitrator; or (2) if none of the proposed arbitrators are acceptable, then that party shall send an alternative list of four recognized arbitrators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select an arbitrator; or (2) if none of the arbitrators listed are acceptable, then notify the other party of that fact. The arbitrators shall be from either JAMS, ADR Services, or the American Arbitration Association. If the foregoing process does not result in the selection of an arbitrator, then the proponent of the claim shall notify one of the foregoing three alternative dispute resolution services and that service shall select an arbitrator. The arbitration shall take place and be concluded within forty five (45) days of the selection of an arbitrator and shall not take more than two (2) full day sessions with the time of the arbitration being divided equally between the parties. The arbitrator's decision must be based on admissible facts. "Admissible Facts" are defined as facts that would be admissible in court under the California Rules of Evidence. The arbitrator's decision must also be based upon applicable law. The arbitrator does not have the power or discretion to fashion any remedy on the contract that he or she sees fit. Rather, the arbitrator's decision must be based on admissible facts and applicable law and in accord with the terms, condition and provisions of the contract. The arbitrator shall issue a written Statement of Decision applying the admissible facts to applicable law under the contract in reaching his/her determination. The arbitrator's decision shall be final and binding and can be introduced into court for the purpose of obtaining a judgment thereon provided the arbitrator has complied with the provisions of this paragraph. Should the arbitrator fail to do so, then an objecting party has the right to have the claim determined in court. The parties agree that the dispute resolutions of this Paragraph 29 are mandatory and the exclusive procedure to determine claims made regarding this Agreement that should a party fail to follow them that the claim is waived, released, and forever forfeited. Each party shall bear its own attorney's fees and costs.

REQUIRED DOCUMENTS AND CERTIFICATIONS***All checked items must be provided.**

<p style="text-align: center;">Certificates of Insurance</p> <ul style="list-style-type: none">✓ Commercial General Liability Insurance✓ Business Auto Liability Insurance✓ Workers' Compensation and Employers Liability Insurance <p style="text-align: center;">Refer to Article 12. INSURANCE REQUIREMENTS</p>
<p>✓ W-9</p>
<p>✓ Conflict of Interest Form</p>

EXHIBIT A

May 17, 2012

Clark Hampton, Deputy Superintendent, Business and Support Services
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

Subject: Consultant Services Agreement

Dear Mr. Hampton,

Over the past five months it has been my distinct pleasure to serve the Capistrano Unified School District as Interim Deputy Superintendent of Business and Support Services. While I was able to address many issues and initiate many improvements during this period, I know that you face the challenge of efficiently responding to a number of on-going issues. One of the issues for which you have asked me to propose to continue to help the district is the negotiation of a mitigation agreement with the Rancho Mission Viejo Company to address their new development. One of the ways that we have been able to mitigate RMVC's impact on the district is to have them agree to pay the district's costs of the negotiations including reimbursing the district for their costs to have me continue to assist you in this process.

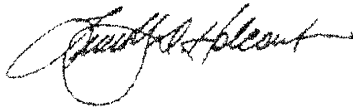
When I agreed to accept the interim position, I took a leave of absence from my consulting practice where I provide similar advice to districts but in the role of a consultant rather than an employee. My rate for these services is normally \$225 per hour. In response to the board of trustee's desire for consultants to reduce their rates in recognition of the district's financial challenges, I agreed to a current rate of \$215 per hour. Since I am well aware of the difficulty of this coming year's budget, I propose to further reduce my consulting rate to \$200 per hour for ongoing services. If you would like me to continue to assist you with RMVC and/or other issues subsequent to the end of my employment contract on May 31st, I respectfully request that you contract for my services through Westgroup Management, Inc. where I am a principal. Although I will promise to provide as much of my personal services as the district desires, when it is more cost effective and desirable to the district, I can have other staff from Westgroup Management provide services to the district at their lower rates.

I have attached a copy of our reduced schedule of rates as an exhibit. Based on my understanding of the engagement, I do not anticipate any other costs. If travel, subconsultants and/or other reimbursable expenses are required, they will be an extra service and require your prior approval.

Our federal tax identification number is 20-0491451.

I greatly enjoy working with you and the others at Capistrano Unified School District and I hope that I will have many more opportunities to work with you all. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Timothy D. Holcomb". The signature is fluid and cursive, with a large loop at the end.

Timothy D. Holcomb
Principal

WESTGROUP MANAGEMENT, INC.
2012/13 SCHEDULE OF RATES
FOR CAPISTRANO UNIFIED SCHOOL DISTRICT

<u>Position</u>	<u>Current Rate</u>	<u>Reduced Rate</u>
Principal	\$225/hour	\$200/hour
Program Manager	\$190/hour	\$170/hour
Senior Project Manager	\$175/hour	\$155/hour
Project Manager	\$160/hour	\$145/hour
Project Support Specialist	\$135/hour	\$120/hour
Technical Specialist	\$120/hour	\$110/hour
Project Engineer	\$100/hour	\$90/hour
Clerk	\$60/hour	\$55/hour

**AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213052**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

WESTGROUP MANAGEMENT, INC.

Independent Contractor Agreement No. ICA 1213052 called for services to be rendered commencing July 1, 2012 through June 30, 2013.

The contract with Westgroup Management, Inc. shall be amended to reflect the new contract start date of June 1, 2012.

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

Westgroup Management, Inc.

By: 
Signature

By: 
Signature

Terry Fluent

Timothy D. Holcomb
Print Name

Director, Purchasing

Principal
Title

Date: 7/31/12

Date: 3 JULY 12

**AMENDMENT NO. 2 TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213052**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

WESTGROUP MANAGEMENT, INC.

Independent Contractor Agreement No. ICA 1213052 called for services to be rendered at the amended contract term commencing June 1, 2012 through June 30, 2013.

The contract with Westgroup Management, Inc. shall be amended to increase the not to exceed amount to \$75,000 for additional services as needed 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.

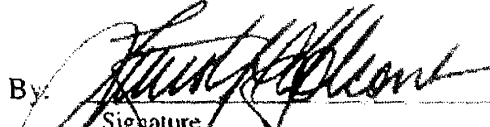
DISTRICT

CONSULTANT

Capistrano Unified School District

Westgroup Management, Inc.

By: 
Signature

By: 
Signature

Terry Fluent

Timothy D. Bolander
Print Name

Director, Purchasing

Principal
Title

Date: 10/15/12

Date: 13SEP12

**AMENDMENT NO. 3 TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213052**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

WESTGROUP MANAGEMENT, INC.

Independent Contractor Agreement No. ICA 1213052 called for services to be rendered at the amended contract term commencing June 1, 2012 through June 30, 2013.

The contract with Westgroup Management, Inc. shall be amended to increase the not to exceed amount to \$125,000 for additional services as needed by the District. This amount may be increased by mutual agreement of both parties by written agreement.

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

Westgroup Management, Inc.

By: _____

Signature

Terry Fluent

Director, Purchasing

Date: _____

12/11

By: _____

Signature

Timothy S. Holcomb
Print Name

Principal
Title

Date: _____

17 DEC 2012

**AMENDMENT NO. 4 TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213052**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

WESTGROUP MANAGEMENT, INC.

Independent Contractor Agreement No. ICA 1213052 called for services to be rendered at the amended contract term commencing June 1, 2012 through June 30, 2013.

The contract with Westgroup Management, Inc. shall be amended to increase the not to exceed amount to \$190,000 for additional services as needed by the District. This amount may be increased by mutual agreement of both parties by written agreement.

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

Westgroup Management, Inc.

By: Terry Fluent
Signature

By: [Signature]
Signature

Terry Fluent

Timothy D. Holcomb
Print Name

Director, Purchasing

Principal
Title

Date: 3-14-13

Date: 7 MAR 2013

**AMENDMENT NO. 5 TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213052**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

WESTGROUP MANAGEMENT, INCORPORATED

Independent Contractor Agreement No. ICA 1213052 called for services to be rendered at the amended contract term commencing June 1, 2012, through June 30, 2013.

The contract with Westgroup Management, Inc. shall be amended to increase the not to exceed amount to \$205,000 for additional services and extended until July 31, 2013, as needed by the District. This amount may be increased by mutual agreement of both parties by written agreement.

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

Westgroup Management, Inc.

By: Terry Fluent
Signature

Terry Fluent

Director, Purchasing

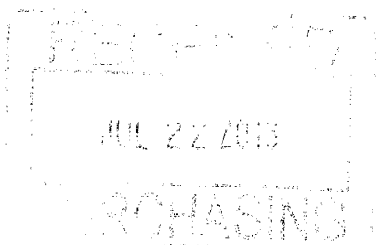
Date: 7/23/13

By: Thomas J. Holcomb
Signature

Thomas J. Holcomb

Principal
Title

Date: 17 JULY 2013





MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of August 15, 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**").

NEW HAVEN YOUTH AND FAMILY SERVICES

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.

[**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:

"CONTRACTOR"

By: _____
 Name: _____
 Title: _____
 Email address _____
 FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR	New Haven Youth and Family Services	CONTRACTOR NUMBER	37-68452-7072713	2013-2014
(NONPUBLIC SCHOOL OR AGENCY)		(CONTRACT YEAR)		
Per CDE Certification, total enrollment may not exceed		7 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
\$122.00	Per Day

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip- Current IRS reimbursement rate	_____	_____
	b. Transportation – One Way	_____	_____
	c. Transportation – Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	_____	_____
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per Diem	_____	_____
	e. Language and Speech – Consultation Rate	_____	_____
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	_____	_____
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4-7	_____	_____
	e. Occupational Therapy – Consultation Rate	_____	_____
(8)	Physical Therapy	_____	_____
	a. Behavior Intervention	_____	_____
	b. Behavior Intervention-Supervision	_____	_____
(9)	Vocational Services	\$65.00	Per Hour
(10)	Residential Board and Care/Mental Health	\$8,309.00	Per Month
(11)	Residential Mental Health Services	_____	_____

*Parent transportation reimbursement rates are to be determined by the LEA.
 **By credentialed Special Education Teacher.

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213195**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BEST, BEST & KRIEGER, LLP

Professional Services Agreement No. PSA 1213195 called for services to be rendered at the rates shown in the agreement.

The Professional Agreement No. PSA 1213195 shall be amended by special conditions as shown in Exhibit A.

Except as set forth in this Amendment, and Board approved on April 24, 2013, 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: _____

SPECIAL CONDITIONS
PSA NO. 1213195

Delete Article 10. Defense, Indemnity & Hold Harmless Obligations, Section A. Nature and Extent of Obligations, Section D. Defense, Indemnity, Hold Harmless and Professional Liability, and Section E. Limitation and replace with:

10. Defense, Indemnity & Hold Harmless Obligations

A. Nature and Extent of Obligations

Consultant shall defend, indemnify, and hold harmless the District (including its inspectors, project managers, trustees, board members, officers, agents, members, employees, affiliates, consultants, sub-consultants, and representatives), and each of them, of and from any and all demands, claims, suits, proceedings, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever arising out of, or in connection with the negligent performance of Consulting Services provided by Consultant under this Agreement, including, but not limited to:

- 1. Personal injury (including, but not limited to, bodily injury emotional injury or distress, sickness, or disease) or death to persons, including, but not limited to, any employees or agents of District, Consultant, or any other person, or damage to property of anyone including the work itself (including loss of use thereof), caused or alleged to be caused in whole or in part by any negligent act or omission of Consultant, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable;*
- 2. Penalties threatened, sought, or imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance, or statute, caused by the action or inaction of Consultant;*
- 3. Alleged infringement of any patent rights which may be brought arising out of Consultant's design;*
- 4. Failure of Consultant to comply with the provisions of this Agreement relating to insurance; and,*
- 5. Any violation or infraction by Consultant of any law, order, citation, rule, regulation, standard, ordinance, or statute in any way relating to the occupational, health, or safety of employees.*

D. Defense, Indemnity, Hold Harmless and Professional Liability

With respect to the provisions of paragraph 10.A, and specifically regarding professional liability, Consultant shall indemnify, hold harmless, and defend District (including its inspectors, project managers, trustees, board members, officers, agents, members, employees, affiliates, consultants, sub-consultants, and representatives), and each of them, of and from any and all demands, claims, suits, proceedings, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever arising out of, or in connection with the negligent performance of Consulting Services provided by Consultant under this Agreement arising, or alleged to have arisen, out of or in connection with the professional negligence, errors and omissions of the Consultant in the performance of the Agreement.

E. Limitation

Notwithstanding paragraphs 10.B. and 10.C., Consultant's indemnification of District shall not include indemnification for claims which arise as the result of the active negligence of District, or the sole negligence or willful misconduct of District, its agents, servants, or any independent contractors who are directly responsible to District, or for defects in design furnished by such persons, other than Consultant and its agents, consultants, and sub-consultants, or unless such claims arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant.

Consultant's indemnification, hold harmless, and defense obligations toward the District shall be for all claims that arise out of, pertain to, or relate to the negligence, recklessness, willful misconduct by Consultant, its officers, agents, employees, subcontractors, sub-consultants, or any other person or entity for whom Consultant is responsible in connection with the performance of this Agreement. It is the intent of this Agreement to provide the broadest enforceable defense, indemnity and hold harmless obligations of Consultant under California law. If any provision of this Agreement exceeds the restrictions of California law, that portion of this Agreement that exceeds the limits of the law shall be null and void and the remaining obligations shall remain fully enforceable.

Delete Article 12. Insurance Requirements, Article A. Minimum Scope of Insurance, and Article E. Other Insurance Provisions and replace with:

12. Insurance Requirements

During the entire term of this Agreement, and for a minimum of a full three (3) years from the final completion of the Consulting Services under this Agreement, Consultant shall, at its own expense, maintain, and shall require all subcontractors to maintain insurance as set forth below:

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- 1) Insurance Services Office Form No. CG 0001 (Commercial General Liability);*
- 2) Insurance Services Office Form No. CA 0001 (Ed. 1/87) (Automobile Liability, Code 1 "any auto");*
- 3) Workers' Compensation as required by the Labor Code of the State of California, and Employers' Liability Insurance;*
- 4) Professional Liability (Errors and Omissions) insurance coverage against loss due to error, omission or malpractice, unless waived in writing by the District.*

E. Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

1) General Liability and Automobile Liability Coverages:

- a) Consultant's insurance coverage shall be primary insurance with respect to the District, its officers, board members, officials, employees, agents or volunteers. Any insurance or self-insurance maintained by District, its officers, board members, officials, employees or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.*
- b) The District, its officers, board members, officials, employees, agents and volunteers are to be covered as additional insureds with respect to: liability arising out of activities performed by or on behalf of Consultant; and premises owned, leased or used by Consultant. The coverage shall contain no special limitations on the scope of the protection afforded to the District, its officers, board members, officials, employees, agents or volunteers.*
- c) Failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officers, board members, officials, employees, agents and volunteers.*
- d) Coverage shall state that Consultant's insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.*

2) All Coverages:

With the exception of the Professional Liability Policy, each insurance policy required by this Agreement shall be endorsed to state that coverage's shall not be canceled except after thirty (30) days prior written notice has been given to the District. Consultant will provide notice to District promptly of any notice of intent to cancel received from the

Professional Liability insurer. In addition, Consultant agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) days prior written notice has been given to the District and the District approves the reduction in coverage or limits. Consultant further agrees that it shall not increase any deductibles or self-insured retentions on any such policy except after thirty (30) days prior written notice has been given to the District and the District approves such increase. Insurance is to be placed with insurers with a Best's rating of no less than A: VII. This requirement may however, be waived in individual cases for Errors and Omissions Coverages only, provided however, that in no event will a carrier with a rating of B: IX or lower be acceptable.



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional 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 consultant listed below ("**Consultant**"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

BEST, BEST & KRIEGER, LLP

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 \$50,000.00 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 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 [] 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 _____

GENERAL CONDITIONS

1. Compensation and Term

During the course of performing under this Agreement, the term of which is also stated on Exhibit "A", Consultant shall submit to the District monthly invoices for work and/or services performed during the preceding month. The invoices shall contain all necessary information to support and back up the request for payment. Upon receipt of a properly submitted and supported payment request, the District shall pay the Consultant within thirty (30) days thereof. Within thirty (30) days of completion of all the Consulting Services provided for hereunder, Consultant shall submit to the District a request for final payment together with all necessary information to support and back up the request for payment. Upon receipt of a properly submitted and supported final payment request, the District shall make final payment to the Consultant within thirty (30) days thereof. All of the foregoing is subject to the right of the District to review and/or audit all requests for payment, including the books and records of the Consultant in connection therewith.

2. Independent Contractor

- A. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's employees or assigned personnel shall be entitled to any benefits payable to employees of the District. The District is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant will be issued a Form 1099 for its services hereunder. As an independent contractor, Consultant hereby agrees to defend, indemnify, and hold the District harmless from claims by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, asserting that an employer-employee relationship or a substitute therefore exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement. (As used herein the term "services" shall include both services and additional services as such terms are defined elsewhere in this Agreement, including attachments.)
- B. It is further understood and agreed by the Parties hereto that Consultant, in the performance of its obligations hereunder, is subject to the control and direction of the District as to the designation of tasks to be performed and the results to be accomplished by the Consulting Services agreed to be rendered and performed under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use the District facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the District does not require that Consultant use the District facilities, equipment or support services or work in the District locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's employees, assigned personnel and subcontractors.

- D. Nothing in this Agreement shall be construed as to create an exclusive relationship between the District and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit provided that there is no conflict with the performance of services hereunder.

3. Licenses, Permits, Etc.

Consultant represents and warrants to the District that Consultant has all licenses, permits, qualifications, and approvals of whatsoever nature legally required for Consultant to practice its profession or provide all Consulting Services under the Agreement. Consultant represents and warrants to the District that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession or provide such services under this Agreement.

4. Time

Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's Services obligations under this Agreement. Neither Party shall be considered in default of this Agreement, nor be entitled to additional compensation; to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

5. Consultant Not Agent

Except as the District may specify in writing, Consultant and Consultant's personnel shall have no authority, express or implied, to act on behalf of or bind the District in any capacity whatsoever as an agent. Consultant and Consultant's personnel shall have no authority, express or implied, to bind District to any obligations whatsoever.

6. Assignment Prohibited

No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

7. Consultant Information

- A. The District shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data, and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds or symbols, or any combination thereof.
- B. All proprietary and other information received from Consultant by the District, whether received in connection with Consultant's proposal to District in connection with any services or additional services performed by Consultant, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to the District, the District shall give notice to Consultant of any request for the disclosure of such information. The Consultant will then have five (5) days from the date it receives such notice to enter into an agreement with the District, satisfactory to legal counsel for the District, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by the District in any legal action to compel the disclosure of such information under the California Public Records Act. The Consultant shall have sole responsibility for defense of the actual "trade secret" designation of such information.

- C. The Parties understand and agree that any failure by Consultant to respond or timely respond to the notice provided by the District, and/or failure by Consultant to enter into or timely enter into an agreement with the District, in accordance with the provisions of subsection B, above, shall constitute a complete waiver by Consultant of any rights regarding the information designated "trade secret" by Consultant, and such information will be disclosed by District pursuant to applicable procedures required by the Public Records Act.

8. Standard of Performance

Consultant shall perform all Consulting Services required pursuant to this Agreement in the manner and according to the standards and requirements set forth in this Agreement. To the extent that this Agreement does not explicitly establish standards and/or requirements for performance of the Consulting Services, then Consultant shall perform all Consulting Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of Consultant's profession in California. All products of whatsoever nature which Consultant delivers to the District pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing in Consultant's profession. Consultant shall assign only competent personnel to perform Consulting Services pursuant to this Agreement. If the District, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform Consulting Services pursuant to this Agreement, Consultant shall remove such person(s) immediately upon receiving notice from the District of the desire of the District for the removal of such person(s).

9. Termination For Convenience

The District shall have the right to terminate this Agreement for convenience at any time and for any reason by giving thirty (30) days written notice of such termination to Consultant. In the event the District shall give such notice of termination, Consultant shall immediately cease rendering services pursuant to this Agreement.

- A. In the event the District shall terminate this Agreement for Convenience: Consultant shall promptly deliver to the District copies of all information prepared pursuant to this Agreement.
- B. The District shall pay Consultant: (1) the hourly rates set forth in Attachment "A" for all those hours worked up to the notice of termination; (2) the direct costs, if any, actually incurred and/or paid by Consultant for materials, supplies, equipment, apparatus, and the like, used in the direct performance of the Consulting Services of the Consultant under this Agreement; and (3) a ten percent (10%) markup on the direct costs as described in the preceding item number "(2)". The Parties agree that compensation payable to Consultant under a termination for convenience under this paragraph 9 is the exclusive remedy for any and all compensation and/or damages that Consultant may otherwise contend it is entitled to and the District shall not in any manner be liable for lost profits which might have been made by Consultant had the Agreement not been terminated or had Consultant completed the Consulting Services required by this Agreement. In this regard, Consultant shall furnish to the District such financial information as necessary in the judgment of the District before termination, and the decision of the District shall be final. The foregoing is cumulative and does not affect any right or remedy which the District may have in law or equity. All monies payable by the District under this paragraph are subject to the right of the District to audit all requests for payment, including the books and records of the Consultant in connection therewith.

10. Defense, Indemnity & Hold Harmless Obligations**A. Nature and Extent of Obligations**

Consultant shall defend, indemnify, and hold harmless the District (including its inspectors, project managers, trustees, board members, officers, agents, members, employees, affiliates, consultants, sub-consultants, and representatives), and each of them, of and from any and all demands, claims, suits, proceedings, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever arising out of, or in connection with the performance of Consulting Services provided by Consultant under this Agreement, including, but not limited to:

1. Personal injury (including, but not limited to, bodily injury emotional injury or distress, sickness, or disease) or death to persons, including, but not limited to, any employees or agents of District, Consultant, or any other person, or damage to property of anyone including the work itself (including loss of use thereof), caused or alleged to be caused in whole or in part by any negligent act or omission of Consultant, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable;
2. Penalties threatened, sought, or imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance, or statute, caused by the action or inaction of Consultant;
3. Alleged infringement of any patent rights which may be brought arising out of Consultant's design;
4. Consultant's failure to fulfill any of the provisions set forth in this Agreement;
5. Failure of Consultant to comply with the provisions of this Agreement relating to insurance; and,
6. Any violation or infraction by Consultant of any law, order, citation, rule, regulation, standard, ordinance, or statute in any way relating to the occupational, health, or safety of employees.

B. No Limitation Because of Insurance

The defense, indemnity and hold harmless obligations set forth in paragraph 10 and elsewhere in this Agreement shall not be limited, impaired or diminished, in any way, by the insurance requirements set forth in this Agreement.

C. Broadest Indemnity Possible

With respect to the provisions of this paragraph 10, and in general, the Consultant shall indemnify, hold harmless, and defend District (including its inspectors, project managers, trustees, board members, officers, agents, members, employees, affiliates, consultants, sub-consultants, and representatives), and each of them, from any and all liability, loss, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death, and property damage) incurred by District, Consultant, or any other person, and from any and all demands, and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of any negligent act or omission, recklessness, or willful misconduct on the part of Consultant, its officers, agents, employees, subcontractors, sub-consultants, or any other person or entity for whom Consultant is responsible, in connection with the performance of the Agreement. Consultant's obligations under the preceding sentence shall apply regardless of whether District or any of its officers, officials, employees, or agents are passively negligent, but shall not apply to any loss, liability, fines, forfeitures, costs or damages caused by the active negligence or by the willful misconduct of District.

D. Defense, Indemnity, Hold Harmless and Professional Liability

With respect to the provisions of paragraph 10.A, and specifically regarding professional liability, Consultant shall indemnify, hold harmless, and defend District (including its inspectors, project managers, trustees, board members, officers, agents, members, employees, affiliates, consultants, sub-consultants, and representatives), and each of them, of and from any and all demands, claims, suits, proceedings, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever arising out of, or in connection with the performance of Consulting Services provided by Consultant under this Agreement arising, or alleged to have arisen, out of or in connection with the professional negligence, errors and omissions of the Consultant in the performance of the Agreement.

E. Limitation

Notwithstanding paragraphs 10.B. and 10.C., Consultant's indemnification of District shall not include indemnification for claims which arise as the result of the active negligence of District, or the sole negligence or willful misconduct of District, its agents, servants, or any independent contractors who are directly responsible to District, or for defects in design furnished by such persons, other than Consultant and its agents, consultants, and sub-consultants, or unless such claims arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant. Consultant's indemnification, hold harmless, and defense obligations toward the District shall be for all claims that arise out of, pertain to, or relate to the negligence, recklessness, willful misconduct, or breaches of this Agreement by Consultant, its officers, agents, employees, subcontractors, sub-consultants, or any other person or entity for whom Consultant is responsible in connection with the performance of this Agreement. It is the intent of this Agreement to provide the broadest enforceable defense, indemnity and hold harmless obligations of Consultant under California law. If any provision of this Agreement exceeds the restrictions of California law, that portion of this Agreement that exceeds the limits of the law shall be null and void and the remaining obligations shall remain fully enforceable.

11. Equal Employment Opportunity

During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest, agrees as follows:

A. Compliance With Regulations

To the extent applicable to the Consulting Services provided under this Agreement, Consultant shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

B. Nondiscrimination

Consultant, with regard to the work performed by it after award and before completion of the Consulting Services provided pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

C. Solicitations for Subcontractors, Including Procurements of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by Consultant for work to be performed under any subcontract, including all procurements of materials or equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

D. Information and Reports

Consultant shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the District to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the District, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance

In the event of noncompliance by Consultant with the nondiscrimination provisions of this Agreement, the District shall impose such sanctions as it may determine to be appropriate including, but not limited to:

- (1) Withholding of payments to Consultant under this Agreement until
Consultant complies; and/or
- (2) Termination of this Agreement, in whole or in part.

F. Incorporation of Provisions

Consultant shall include the provisions of Paragraphs 11.A. through 11.E. in every subcontract, including procurements of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as the District may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Consultant must immediately notify the District of such litigation, threatened or otherwise, and may request that the District enter such litigation to protect the interests of District.

G. Consultant's Liability

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Consultant of liability in excess of such coverage, nor shall it preclude the District from taking such other actions as are available to it under any other provision of this Agreement or the law.

12. Insurance Requirements

During the entire term of this Agreement, and for a minimum of a full three (3) years from the final completion of the Consulting Services under this Agreement, Consultant shall, at its own expense, maintain, and shall require all subcontractors to maintain insurance as set forth below:

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- 1) Insurance Services Office Form No. CG 0001 (Commercial General Liability);
- 2) Insurance Services Office Form No. CA 0001 (Ed. 1/87) (Automobile Liability, Code 1 "any auto");

- 3) Workers' Compensation as required by the Labor Code of the State of California, and Employers' Liability Insurance;
- 4) Professional Liability (Errors and Omissions) insurance, including Sexual Molestation and Abuse coverage against loss due to error, omission or malpractice, unless waived in writing by the District.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- 1) Commercial General Liability; \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- 2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 3) Workers' Compensation and Employers; Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.
- 4) Professional Liability (Errors and Omissions): \$1,000,000 combined single limit per claim and \$2,000,000 aggregate.

C. Claims-Made Forms

If the above insurance is written on a claims-made form, it shall continue for a full three years, at a minimum, following the final completion of the Consulting Services under this Agreement. Such insurance shall have a retroactive date of placement before or coinciding with the effective date of this Agreement.

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District.

E. Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

1) **General Liability and Automobile Liability Coverages:**

- a) Consultant's insurance coverage shall be primary insurance with respect to the District, its officers, board members, officials, employees, agents or volunteers. Any insurance or self-insurance maintained by District, its officers, board members, officials, employees or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- b) The District, its officers, board members, officials, employees, agents and volunteers are to be covered as additional insureds with respect to: liability arising out of activities performed by or on behalf of Consultant; and premises owned, leased or used by Consultant. The coverage shall contain no special limitations on the scope of the protection afforded to the District, its officers, board members, officials, employees, agents or volunteers.
- c) Failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officers, board members, officials, employees, agents and volunteers.
- d) Coverage shall state that Consultant's insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.

2) **All Coverages:**

Each insurance policy required by this Agreement shall be endorsed to state that coverage's shall not be canceled except after thirty (30) days prior written notice has been given to the District. In addition, Consultant agrees that it shall not

reduce its coverage or limits on any such policy except after thirty (30) days prior written notice has been given to the District and the District approves the reduction in coverage or limits. Consultant further agrees that it shall not increase any deductibles or self-insured retentions on any such policy except after thirty (30) days prior written notice has been given to the District and the District approves such increase. Insurance is to be placed with insurers with a Best's rating of no less than A: VII. This requirement may however, be waived in individual cases for Errors and Omissions Coverages only, provided however, that in no event will a carrier with a rating of B: IX or lower be acceptable.

F. Self-Insured Entities

The District may, at its discretion, accept self-insurance as being in compliance with this section. In such case, Consultant agrees that it will defend and indemnify the District, including its officers, board members, officials, employees, agents, and volunteers, to the same extent as it would Consultant or any other self-insured person or entity, and that it will treat the District, including its officers, board members, officials, employees, agents, and volunteers, in all respects as if it were covered to the same extent as Consultant or any other self-insured person or entity. Self-insurance shall be subject to all requirements contained in this section. Alternatively, self-insured entities may purchase insurance covering the District for all work performed and/or services rendered under this Agreement, provided such insurance complies with all the requirements of this section.

G. Evidence of Insurance

Before starting to provide any Consulting Services under this Agreement, Consultant shall provide the District with certificates of insurance and/or executed endorsements, as the District may require, evidencing compliance with this section. On request, Consultant shall furnish copies of any and/or all of the required insurance policies.

13. Access to Work Product

Duly authorized representatives of the District shall have right of access to Consultant's technical plans, files, and records, relating to the project, and may review the work at appropriate stages during performance of, and/or after the completion of, the Consulting Services.

14. Compliance with Laws

Consultant shall comply with all federal, state and local laws and ordinances as may be applicable to the performance of the Consulting Services under this Agreement. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

15. Integration

Along with Exhibit "A" which is incorporated herein, this is an integrated Agreement, and contains all of the terms, considerations, understanding, and promises of the Parties. The Parties have each been represented by legal counsel regarding the negotiation and execution of this Agreement and it shall be read as a whole, integrated agreement.

16. Conflict

In the event of any alleged, implied, or actual conflict between the express or implied provisions of this Agreement and the provisions of Exhibit "A", or any other document included herein, the provisions of this Agreement shall govern.

17. 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: (a) personal services or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post

Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are stated in the agreement. Each Party shall promptly notify the other Party of any changes to its address, telephone number, or any other contact information.

18. Survival

Unless otherwise specifically provided, the covenants of this Agreement shall survive completion and acceptance of the Project by District and shall continue until fulfilled.

19. Captions, Index

The captions and the index of this Agreement shall have no effect on its interpretation.

20. Singular and Plural

Where required by the context of this Agreement, the singular shall include the plural and vice-versa.

21. Severability

The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

22. Work Days

All reference to days in this Agreement refers to calendar days excluding Saturdays, Sundays and holidays.

23. Independent Contractor

Consultant is an independent contractor and is not a joint venture, partner, agent or employee of District.

24. No Use of Mark or Name

Consultant shall not use any name, trademark or service mark of DISTRICT without first having received District's written consent to such use.

25. Amendments, Etc.

None of the terms, conditions, and provisions, of this Agreement may be amended, changed, modified, waived, canceled, or altered, in any way, orally or otherwise, except: (1) in writing; (2) signed by the parties hereto; (3) specifying such amendment, change, modification, waiver, cancellation, or alteration; and most importantly, (4) approved by the District's Governing Board by way of a formal Resolution. A waiver of any breach of this Agreement shall not be deemed a waiver of any preceding or subsequent breach, whether similar or dissimilar. The failure of the District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

26. Entire Agreement

This Agreement, together with the Exhibits hereto, and any later modifications as set forth in paragraph 25, is intended to be a fully integrated agreement and contains all the agreements of the parties hereto. It supersedes all other written or oral agreements. The parties acknowledge that at all times in the negotiation and execution of this Agreement that they have each been represented by their own independently selected legal counsel.

27. Attorney's Fees

In any action brought by either party to enforce the terms of this Agreement, the parties shall bear their own attorney's fees and costs.

28. Consultant's Employees

Consultant shall at all times enforce appropriate discipline and good order among its employees and shall not employ or work any unfit person or anyone not skilled in providing the services required under this Agreement. It shall be the responsibility of Consultant to ensure compliance with this section. Any person in the employ of Consultant whom the District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this Agreement and shall not again provide services except with the District's written consent. Consultant shall ensure that persons who perform services on District's property, including without limitation college campuses, have not been convicted of any felony, have not been convicted of any controlled substance offense, and have not been convicted of any sex offense, as those terms are defined by Education Code sections 87008-87010, inclusive.

29. Mandatory Claims Process

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

A. Initial Review and Evaluation of a Claim

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

B. Expedited Mediation

If the Initial Review and Evaluation Meeting does not resolve the claim, then within five (5) business days following the Initial Review and Evaluation Meeting the proponent of the claim shall send a list of four recognized mediators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select a mediator from the list and notify the proponent of the claim of the selection of a mediator; or (2) if none of the proposed mediators are acceptable, then that party shall send an alternative list of four recognized mediators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select a mediator; or (2) if none of the mediators listed are acceptable, then notify the other party of that fact. If the foregoing process does not result in the selection of a mediator, then the mediation requirement of this paragraph shall not be required and the parties will proceed to the process set forth in paragraph 29 C.

C. Expedited Arbitration

Within five (5) business days following an unsuccessful mediation or no mediation occurring, the proponent of the claim shall send a list of four recognized arbitrators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select an arbitrator from the list and notify the proponent of the claim of the selection of an arbitrator; or (2) if none of the proposed arbitrators are acceptable, then that party shall send an alternative list of four recognized arbitrators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select an arbitrator; or (2) if none of the arbitrators listed are acceptable, then notify the other party of that fact. The arbitrators shall be from either JAMS, ADR Services, or the American Arbitration Association. If the foregoing process does not result in the selection of an arbitrator, then the proponent of the claim shall notify one of the

foregoing three alternative dispute resolution services and that service shall select an arbitrator. The arbitration shall take place and be concluded within forty five (45) days of the selection of an arbitrator and shall not take more than two (2) full day sessions with the time of the arbitration being divided equally between the parties. The arbitrator's decision must be based on admissible facts. "Admissible Facts" are defined as facts that would be admissible in court under the California Rules of Evidence. The arbitrator's decision must also be based upon applicable law. The arbitrator does not have the power or discretion to fashion any remedy on the contract that he or she sees fit. Rather, the arbitrator's decision must be based on admissible facts and applicable law and in accord with the terms, condition and provisions of the contract. The arbitrator shall issue a written Statement of Decision applying the admissible facts to applicable law under the contract in reaching his/her determination. The arbitrator's decision shall be final and binding and can be introduced into court for the purpose of obtaining a judgment thereon provided the arbitrator has complied with the provisions of this paragraph. Should the arbitrator fail to do so, then an objecting party has the right to have the claim determined in court. The parties agree that the dispute resolutions of this Paragraph 29 are mandatory and the exclusive procedure to determine claims made regarding this Agreement that should a party fail to follow them that the claim is waived, released, and forever forfeited. Each party shall bear its own attorney's fees and costs.

30. No Limitations on Consultant Liability

Notwithstanding any express or implied language to the contrary in Exhibit "A" or any other document attached hereto and incorporated herein, there shall be no limits on the District's ability to recover damages from Consultant in the event of any claim, action, lawsuit, or other legal action by the District against Consultant, and any language purporting to impose limits on recovery of damages is null and void, and of no effect, including any language purporting to increase liability for damages in exchange for additional payment or compensation to Consultant.

31. Successors in Interest

This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto.

REQUIRED DOCUMENTS AND CERTIFICATIONS***All checked items must be provided.**

NPA Certification
Professional License to Practice
<p align="center">Certificates of Insurance</p> <p>✓ 1. <u>Commercial General Liability Insurance</u> – Additional Insured Endorsement Option 1: form CG 20 10 11 85 or Option 2: Choose either Form CG 20 10 07 04 <u>or</u> Form CG 20 33 07 04 Either form <u>must be accompanied</u> by Form CG 20 37 07 04</p> <p align="center"><u>OR</u></p> <p><u>Errors & Omissions/Malpractice</u> (Professional Liability Insurance) including Sexual Molestation and Abuse coverage unless waived in writing by the District.</p> <p>2. Business Auto Liability Insurance</p> <p>✓ 3. Workers' Compensation and Employers Liability Insurance</p> <p align="center">Refer to Article 12. INSURANCE REQUIREMENTS</p>
✓ Certification by Contractor Criminal Records Check
W-9
Live Scan (District requires DOJ and FBI clearance)
TB Test
✓ Conflict of Interest Form

Antifae, Donna M.

From: Joseph Sanchez <Joseph.Sanchez@bbklaw.com>
Sent: Wednesday, April 17, 2013 10:46 AM
To: Antifae, Donna M.
Subject: FW: Scan from a Xerox WorkCentre
Attachments: DOC.PDF

Donna,

Attached is the firm's W-9. The proposed rates for this special counsel work are \$270.00 per hour for partners and of counsel attorneys, \$250.00 per hour for associate attorneys, and \$150.00 per hour for paralegals.

My general published rate as a partner is \$415.00 per hour. However, we significantly discount our rates for School Districts and other public agencies.

Scope of Work: Provide Special Counsel legal services regarding CalSTRS audit of former employee's retirement account and alleged overpayments including review and analysis of audit findings and representation in possible appeal of CalSTRS determination.

Please let me know if you need any additional information. Please let me know that you received this email.

Joseph Sanchez, Esq.
Best Best & Krieger LLP
655 West Broadway, 15th Floor
San Diego, CA 92101
(619) 525-1372 Direct Line
(619) 233-6118 Fax

-----Original Message-----

From: xerox@bbklaw.net [mailto:xerox@bbklaw.net]
Sent: Wednesday, April 17, 2013 11:23 AM
To: Joseph Sanchez
Subject: Scan from a Xerox WorkCentre

Please open the attached document. It was scanned and sent to you using a Xerox WorkCentre.

Attachment File Type: PDF

WorkCentre Location: machine location not set
Device Name: XRX0000AACFAF63

For more information on Xerox products and solutions, please visit <http://www.xerox.com>

IRS CIRCULAR 230 NOTICE: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. tax advice contained in this communication (or in any attachment) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed in this

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213203**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BOYS TOWN CALIFORNIA, INCORPORATED

Professional Services Agreement No. PSA 1213203 called for services to be rendered at the rates shown in the agreement.

The Professional Agreement No. PSA 1213203 shall be amended by special conditions as shown in Exhibit A.

Except as set forth in this Amendment, and Board approved on June 26, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Boys Town California, Inc.

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

Exhibit A

SPECIAL CONDITIONS
PSA NO. 1213203

Delete Article 7. Consultant Information, Section A. and replace with:

7. Consultant Information

A. The District shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant that are specifically and exclusively related to the services provided by Consultant pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data, and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds or symbols, or any combination thereof. "Information" shall not include any of Consultant's confidential or proprietary information or trade secrets.

Delete Article 9. Termination For Convenience, first paragraph and replace with:

9. Termination For Convenience

Each party shall have the right to terminate this Agreement for convenience at any time and for any reason by giving thirty (30) days written notice of such termination to the other party. In the event of such termination, Consultant shall immediately cease rendering services pursuant to this Agreement.



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of June 27, 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").

BOYS TOWN CALIFORNIA, 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 \$35,000.00 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 7/01/13-6/30/14 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 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 _____

GENERAL CONDITIONS

1. Compensation and Term

During the course of performing under this Agreement, the term of which is also stated on Exhibit "A", Consultant shall submit to the District monthly invoices for work and/or services performed during the preceding month. The invoices shall contain all necessary information to support and back up the request for payment. Upon receipt of a properly submitted and supported payment request, the District shall pay the Consultant within thirty (30) days thereof. Within thirty (30) days of completion of all the Consulting Services provided for hereunder, Consultant shall submit to the District a request for final payment together with all necessary information to support and back up the request for payment. Upon receipt of a properly submitted and supported final payment request, the District shall make final payment to the Consultant within thirty (30) days thereof. All of the foregoing is subject to the right of the District to review and/or audit all requests for payment, including the books and records of the Consultant in connection therewith.

2. Independent Contractor

- A. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's employees or assigned personnel shall be entitled to any benefits payable to employees of the District. The District is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant will be issued a Form 1099 for its services hereunder. As an independent contractor, Consultant hereby agrees to defend, indemnify, and hold the District harmless from claims by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, asserting that an employer-employee relationship or a substitute therefore exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement. (As used herein the term "services" shall include both services and additional services as such terms are defined elsewhere in this Agreement, including attachments.)
- B. It is further understood and agreed by the Parties hereto that Consultant, in the performance of its obligations hereunder, is subject to the control and direction of the District as to the designation of tasks to be performed and the results to be accomplished by the Consulting Services agreed to be rendered and performed under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use the District facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the District does not require that Consultant use the District facilities, equipment or support services or work in the District locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's employees, assigned personnel and subcontractors.

- D.** Nothing in this Agreement shall be construed as to create an exclusive relationship between the District and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit provided that there is no conflict with the performance of services hereunder.

3. Licenses, Permits, Etc.

Consultant represents and warrants to the District that Consultant has all licenses, permits, qualifications, and approvals of whatsoever nature legally required for Consultant to practice its profession or provide all Consulting Services under the Agreement. Consultant represents and warrants to the District that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession or provide such services under this Agreement.

4. Time

Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's Services obligations under this Agreement. Neither Party shall be considered in default of this Agreement, nor be entitled to additional compensation; to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

5. Consultant Not Agent

Except as the District may specify in writing, Consultant and Consultant's personnel shall have no authority, express or implied, to act on behalf of or bind the District in any capacity whatsoever as an agent. Consultant and Consultant's personnel shall have no authority, express or implied, to bind District to any obligations whatsoever.

6. Assignment Prohibited

No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

7. Consultant Information

- A.** The District shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data, and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds or symbols, or any combination thereof.
- B.** All proprietary and other information received from Consultant by the District, whether received in connection with Consultant's proposal to District in connection with any services or additional services performed by Consultant, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to the District, the District shall give notice to Consultant of any request for the disclosure of such information. The Consultant will then have five (5) days from the date it receives such notice to enter into an agreement with the District, satisfactory to legal counsel for the District, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by the District in any legal action to compel the disclosure of such information under the California Public Records Act. The Consultant shall have sole responsibility for defense of the actual "trade secret" designation of such information.

- C. The Parties understand and agree that any failure by Consultant to respond or timely respond to the notice provided by the District, and/or failure by Consultant to enter into or timely enter into an agreement with the District, in accordance with the provisions of subsection B, above, shall constitute a complete waiver by Consultant of any rights regarding the information designated "trade secret" by Consultant, and such information will be disclosed by District pursuant to applicable procedures required by the Public Records Act.

8. Standard of Performance

Consultant shall perform all Consulting Services required pursuant to this Agreement in the manner and according to the standards and requirements set forth in this Agreement. To the extent that this Agreement does not explicitly establish standards and/or requirements for performance of the Consulting Services, then Consultant shall perform all Consulting Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of Consultant's profession in California. All products of whatsoever nature which Consultant delivers to the District pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing in Consultant's profession. Consultant shall assign only competent personnel to perform Consulting Services pursuant to this Agreement. If the District, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform Consulting Services pursuant to this Agreement, Consultant shall remove such person(s) immediately upon receiving notice from the District of the desire of the District for the removal of such person(s).

9. Termination For Convenience

The District shall have the right to terminate this Agreement for convenience at any time and for any reason by giving thirty (30) days written notice of such termination to Consultant. In the event the District shall give such notice of termination, Consultant shall immediately cease rendering services pursuant to this Agreement.

- A. In the event the District shall terminate this Agreement for Convenience: Consultant shall promptly deliver to the District copies of all information prepared pursuant to this Agreement.
- B. The District shall pay Consultant: (1) the hourly rates set forth in Attachment "A" for all those hours worked up to the notice of termination; (2) the direct costs, if any, actually incurred and/or paid by Consultant for materials, supplies, equipment, apparatus, and the like, used in the direct performance of the Consulting Services of the Consultant under this Agreement; and (3) a ten percent (10%) markup on the direct costs as described in the preceding item number "(2)". The Parties agree that compensation payable to Consultant under a termination for convenience under this paragraph 9 is the exclusive remedy for any and all compensation and/or damages that Consultant may otherwise contend it is entitled to and the District shall not in any manner be liable for lost profits which might have been made by Consultant had the Agreement not been terminated or had Consultant completed the Consulting Services required by this Agreement. In this regard, Consultant shall furnish to the District such financial information as necessary in the judgment of the District before termination, and the decision of the District shall be final. The foregoing is cumulative and does not affect any right or remedy which the District may have in law or equity. All monies payable by the District under this paragraph are subject to the right of the District to audit all requests for payment, including the books and records of the Consultant in connection therewith.

10. Defense, Indemnity & Hold Harmless Obligations**A. Nature and Extent of Obligations**

Consultant shall defend, indemnify, and hold harmless the District (including its inspectors, project managers, trustees, board members, officers, agents, members, employees, affiliates, consultants, sub-consultants, and representatives), and each of them, of and from any and all demands, claims, suits, proceedings, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever arising out of, or in connection with the performance of Consulting Services provided by Consultant under this Agreement, including, but not limited to:

1. Personal injury (including, but not limited to, bodily injury emotional injury or distress, sickness, or disease) or death to persons, including, but not limited to, any employees or agents of District, Consultant, or any other person, or damage to property of anyone including the work itself (including loss of use thereof), caused or alleged to be caused in whole or in part by any negligent act or omission of Consultant, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable;
2. Penalties threatened, sought, or imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance, or statute, caused by the action or inaction of Consultant;
3. Alleged infringement of any patent rights which may be brought arising out of Consultant's design;
4. Consultant's failure to fulfill any of the provisions set forth in this Agreement;
5. Failure of Consultant to comply with the provisions of this Agreement relating to insurance; and,
6. Any violation or infraction by Consultant of any law, order, citation, rule, regulation, standard, ordinance, or statute in any way relating to the occupational, health, or safety of employees.

B. No Limitation Because of Insurance

The defense, indemnity and hold harmless obligations set forth in paragraph 10 and elsewhere in this Agreement shall not be limited, impaired or diminished, in any way, by the insurance requirements set forth in this Agreement.

C. Broadest Indemnity Possible

With respect to the provisions of this paragraph 10, and in general, the Consultant shall indemnify, hold harmless, and defend District (including its inspectors, project managers, trustees, board members, officers, agents, members, employees, affiliates, consultants, sub-consultants, and representatives), and each of them, from any and all liability, loss, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death, and property damage) incurred by District, Consultant, or any other person, and from any and all demands, and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of any negligent act or omission, recklessness, or willful misconduct on the part of Consultant, its officers, agents, employees, subcontractors, sub-consultants, or any other person or entity for whom Consultant is responsible, in connection with the performance of the Agreement. Consultant's obligations under the preceding sentence shall apply regardless of whether District or any of its officers, officials, employees, or agents are passively negligent, but shall not apply to any loss, liability, fines, forfeitures, costs or damages caused by the active negligence or by the willful misconduct of District.

D. Defense, Indemnity, Hold Harmless and Professional Liability

With respect to the provisions of paragraph 10.A, and specifically regarding professional liability, Consultant shall indemnify, hold harmless, and defend District (including its inspectors, project managers, trustees, board members, officers, agents, members, employees, affiliates, consultants, sub-consultants, and representatives), and each of them, of and from any and all demands, claims, suits, proceedings, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever arising out of, or in connection with the performance of Consulting Services provided by Consultant under this Agreement arising, or alleged to have arisen, out of or in connection with the professional negligence, errors and omissions of the Consultant in the performance of the Agreement.

E. Limitation

Notwithstanding paragraphs 10.B. and 10.C., Consultant's indemnification of District shall not include indemnification for claims which arise as the result of the active negligence of District, or the sole negligence or willful misconduct of District, its agents, servants, or any independent contractors who are directly responsible to District, or for defects in design furnished by such persons, other than Consultant and its agents, consultants, and sub-consultants, or unless such claims arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant. Consultant's indemnification, hold harmless, and defense obligations toward the District shall be for all claims that arise out of, pertain to, or relate to the negligence, recklessness, willful misconduct, or breaches of this Agreement by Consultant, its officers, agents, employees, subcontractors, sub-consultants, or any other person or entity for whom Consultant is responsible in connection with the performance of this Agreement. It is the intent of this Agreement to provide the broadest enforceable defense, indemnity and hold harmless obligations of Consultant under California law. If any provision of this Agreement exceeds the restrictions of California law, that portion of this Agreement that exceeds the limits of the law shall be null and void and the remaining obligations shall remain fully enforceable.

11. Equal Employment Opportunity

During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest, agrees as follows:

A. Compliance With Regulations

To the extent applicable to the Consulting Services provided under this Agreement, Consultant shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

B. Nondiscrimination

Consultant, with regard to the work performed by it after award and before completion of the Consulting Services provided pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

C. Solicitations for Subcontractors, Including Procurements of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by Consultant for work to be performed under any subcontract, including all procurements of materials or equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

D. Information and Reports

Consultant shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the District to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the District, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance

In the event of noncompliance by Consultant with the nondiscrimination provisions of this Agreement, the District shall impose such sanctions as it may determine to be appropriate including, but not limited to:

- (1) Withholding of payments to Consultant under this Agreement until
Consultant complies; and/or
- (2) Termination of this Agreement, in whole or in part.

F. Incorporation of Provisions

Consultant shall include the provisions of Paragraphs 11.A. through 11.E. in every subcontract, including procurements of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as the District may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Consultant must immediately notify the District of such litigation, threatened or otherwise, and may request that the District enter such litigation to protect the interests of District.

G. Consultant's Liability

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Consultant of liability in excess of such coverage, nor shall it preclude the District from taking such other actions as are available to it under any other provision of this Agreement or the law.

12. Insurance Requirements

During the entire term of this Agreement, and for a minimum of a full three (3) years from the final completion of the Consulting Services under this Agreement, Consultant shall, at its own expense, maintain, and shall require all subcontractors to maintain insurance as set forth below:

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- 1) Insurance Services Office Form No. CG 0001 (Commercial General Liability);
- 2) Insurance Services Office Form No. CA 0001 (Ed. 1/87) (Automobile Liability, Code 1 "any auto");

- 3) Workers' Compensation as required by the Labor Code of the State of California, and Employers' Liability Insurance;
- 4) Professional Liability (Errors and Omissions) insurance, including Sexual Molestation and Abuse coverage against loss due to error, omission or malpractice, unless waived in writing by the District.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- 1) Commercial General Liability; \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- 2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 3) Workers' Compensation and Employers; Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.
- 4) Professional Liability (Errors and Omissions): \$1,000,000 combined single limit per claim and \$2,000,000 aggregate.

C. Claims-Made Forms

If the above insurance is written on a claims-made form, it shall continue for a full three years, at a minimum, following the final completion of the Consulting Services under this Agreement. Such insurance shall have a retroactive date of placement before or coinciding with the effective date of this Agreement.

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District.

E. Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

1) **General Liability and Automobile Liability Coverages:**

- a) Consultant's insurance coverage shall be primary insurance with respect to the District, its officers, board members, officials, employees, agents or volunteers. Any insurance or self-insurance maintained by District, its officers, board members, officials, employees or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- b) The District, its officers, board members, officials, employees, agents and volunteers are to be covered as additional insureds with respect to: liability arising out of activities performed by or on behalf of Consultant; and premises owned, leased or used by Consultant. The coverage shall contain no special limitations on the scope of the protection afforded to the District, its officers, board members, officials, employees, agents or volunteers.
- c) Failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officers, board members, officials, employees, agents and volunteers.
- d) Coverage shall state that Consultant's insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.

2) **All Coverages:**

Each insurance policy required by this Agreement shall be endorsed to state that coverage's shall not be canceled except after thirty (30) days prior written notice has been given to the District. In addition, Consultant agrees that it shall not

reduce its coverage or limits on any such policy except after thirty (30) days prior written notice has been given to the District and the District approves the reduction in coverage or limits. Consultant further agrees that it shall not increase any deductibles or self-insured retentions on any such policy except after thirty (30) days prior written notice has been given to the District and the District approves such increase. Insurance is to be placed with insurers with a Best's rating of no less than A: VII. This requirement may however, be waived in individual cases for Errors and Omissions Coverages only, provided however, that in no event will a carrier with a rating of B: IX or lower be acceptable.

F. Self-Insured Entities

The District may, at its discretion, accept self-insurance as being in compliance with this section. In such case, Consultant agrees that it will defend and indemnify the District, including its officers, board members, officials, employees, agents, and volunteers, to the same extent as it would Consultant or any other self-insured person or entity, and that it will treat the District, including its officers, board members, officials, employees, agents, and volunteers, in all respects as if it were covered to the same extent as Consultant or any other self-insured person or entity. Self-insurance shall be subject to all requirements contained in this section. Alternatively, self-insured entities may purchase insurance covering the District for all work performed and/or services rendered under this Agreement, provided such insurance complies with all the requirements of this section.

G. Evidence of Insurance

Before starting to provide any Consulting Services under this Agreement, Consultant shall provide the District with certificates of insurance and/or executed endorsements, as the District may require, evidencing compliance with this section.

On request, Consultant shall furnish copies of any and/or all of the required insurance policies.

13. Access to Work Product

Duly authorized representatives of the District shall have right of access to Consultant's technical plans, files, and records, relating to the project, and may review the work at appropriate stages during performance of, and/or after the completion of, the Consulting Services.

14. Compliance with Laws

Consultant shall comply with all federal, state and local laws and ordinances as may be applicable to the performance of the Consulting Services under this Agreement. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

15. Integration

Along with Exhibit "A" which is incorporated herein, this is an integrated Agreement, and contains all of the terms, considerations, understanding, and promises of the Parties. The Parties have each been represented by legal counsel regarding the negotiation and execution of this Agreement and it shall be read as a whole, integrated agreement.

16. Conflict

In the event of any alleged, implied, or actual conflict between the express or implied provisions of this Agreement and the provisions of Exhibit "A", or any other document included herein, the provisions of this Agreement shall govern.

17. 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: (a) personal services or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post

Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are stated in the agreement. Each Party shall promptly notify the other Party of any changes to its address, telephone number, or any other contact information.

18. Survival

Unless otherwise specifically provided, the covenants of this Agreement shall survive completion and acceptance of the Project by District and shall continue until fulfilled.

19. Captions, Index

The captions and the index of this Agreement shall have no effect on its interpretation.

20. Singular and Plural

Where required by the context of this Agreement, the singular shall include the plural and vice-versa.

21. Severability

The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

22. Work Days

All reference to days in this Agreement refers to calendar days excluding Saturdays, Sundays and holidays.

23. Independent Contractor

Consultant is an independent contractor and is not a joint venture, partner, agent or employee of District.

24. No Use of Mark or Name

Consultant shall not use any name, trademark or service mark of DISTRICT without first having received District's written consent to such use.

25. Amendments, Etc.

None of the terms, conditions, and provisions, of this Agreement may be amended, changed, modified, waived, canceled, or altered, in any way, orally or otherwise, except: (1) in writing; (2) signed by the parties hereto; (3) specifying such amendment, change, modification, waiver, cancellation, or alteration; and most importantly, (4) approved by the District's Governing Board by way of a formal Resolution. A waiver of any breach of this Agreement shall not be deemed a waiver of any preceding or subsequent breach, whether similar or dissimilar. The failure of the District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

26. Entire Agreement

This Agreement, together with the Exhibits hereto, and any later modifications as set forth in paragraph 25, is intended to be a fully integrated agreement and contains all the agreements of the parties hereto. It supersedes all other written or oral agreements. The parties acknowledge that at all times in the negotiation and execution of this Agreement that they have each been represented by their own independently selected legal counsel.

27. Attorney's Fees

In any action brought by either party to enforce the terms of this Agreement, the parties shall bear their own attorney's fees and costs.

28. Consultant's Employees

Consultant shall at all times enforce appropriate discipline and good order among its employees and shall not employ or work any unfit person or anyone not skilled in providing the services required under this Agreement. It shall be the responsibility of Consultant to ensure compliance with this section. Any person in the employ of Consultant whom the District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this Agreement and shall not again provide services except with the District's written consent. Consultant shall ensure that persons who perform services on District's property, including without limitation college campuses, have not been convicted of any felony, have not been convicted of any controlled substance offense, and have not been convicted of any sex offense, as those terms are defined by Education Code sections 87008-87010, inclusive.

29. Mandatory Claims Process

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

A. Initial Review and Evaluation of a Claim

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

B. Expedited Mediation

If the Initial Review and Evaluation Meeting does not resolve the claim, then within five (5) business days following the Initial Review and Evaluation Meeting the proponent of the claim shall send a list of four recognized mediators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select a mediator from the list and notify the proponent of the claim of the selection of a mediator; or (2) if none of the proposed mediators are acceptable, then that party shall send an alternative list of four recognized mediators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select a mediator; or (2) if none of the mediators listed are acceptable, then notify the other party of that fact. If the foregoing process does not result in the selection of a mediator, then the mediation requirement of this paragraph shall not be required and the parties will proceed to the process set forth in paragraph 29 C.

C. Expedited Arbitration

Within five (5) business days following an unsuccessful mediation or no mediation occurring, the proponent of the claim shall send a list of four recognized arbitrators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select an arbitrator from the list and notify the proponent of the claim of the selection of an arbitrator; or (2) if none of the proposed arbitrators are acceptable, then that party shall send an alternative list of four recognized arbitrators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select an arbitrator; or (2) if none of the arbitrators listed are acceptable, then notify the other party of that fact. The arbitrators shall be from either JAMS, ADR Services, or the American Arbitration Association. If the foregoing process does not result in the selection of an arbitrator, then the proponent of the claim shall notify one of the

foregoing three alternative dispute resolution services and that service shall select an arbitrator. The arbitration shall take place and be concluded within forty five (45) days of the selection of an arbitrator and shall not take more than two (2) full day sessions with the time of the arbitration being divided equally between the parties. The arbitrator's decision must be based on admissible facts. "Admissible Facts" are defined as facts that would be admissible in court under the California Rules of Evidence. The arbitrator's decision must also be based upon applicable law. The arbitrator does not have the power or discretion to fashion any remedy on the contract that he or she sees fit. Rather, the arbitrator's decision must be based on admissible facts and applicable law and in accord with the terms, condition and provisions of the contract. The arbitrator shall issue a written Statement of Decision applying the admissible facts to applicable law under the contract in reaching his/her determination. The arbitrator's decision shall be final and binding and can be introduced into court for the purpose of obtaining a judgment thereon provided the arbitrator has complied with the provisions of this paragraph. Should the arbitrator fail to do so, then an objecting party has the right to have the claim determined in court. The parties agree that the dispute resolutions of this Paragraph 29 are mandatory and the exclusive procedure to determine claims made regarding this Agreement that should a party fail to follow them that the claim is waived, released, and forever forfeited. Each party shall bear its own attorney's fees and costs.

30. No Limitations on Consultant Liability

Notwithstanding any express or implied language to the contrary in Exhibit "A" or any other document attached hereto and incorporated herein, there shall be no limits on the District's ability to recover damages from Consultant in the event of any claim, action, lawsuit, or other legal action by the District against Consultant, and any language purporting to impose limits on recovery of damages is null and void, and of no effect, including any language purporting to increase liability for damages in exchange for additional payment or compensation to Consultant.

31. Successors in Interest

This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto.

REQUIRED DOCUMENTS AND CERTIFICATIONS***All checked items must be provided.**

✓ NPA Certification
✓ Professional License to Practice
<p align="center">Certificates of Insurance</p> <p>✓ <u>1. Commercial General Liability Insurance</u> – Additional Insured Endorsement Option 1: form CG 20 10 11 85 or Option 2: Choose either Form CG 20 10 07 04 or Form CG 20 33 07 04 Either form <u>must be accompanied</u> by Form CG 20 37 07 04</p> <p align="center"><u>OR</u></p> <p>✓ <u>Errors & Omissions/Malpractice</u> (Professional Liability Insurance) including Sexual Molestation and Abuse coverage unless waived in writing by the District.</p> <p>✓ 2. Business Auto Liability Insurance</p> <p>✓ 3. Workers' Compensation and Employers Liability Insurance</p> <p align="center">Refer to Article 12. INSURANCE REQUIREMENTS</p>
✓ Certification by Contractor Criminal Records Check
✓ W-9
✓ Live Scan (District requires DOJ and FBI clearance)
✓ TB Test
✓ Conflict of Interest Form

EXHIBIT A
FEE SCHEDULE

Boys Town California, Inc
2223 East Wellington Ave., Suite 350
Santa Ana, CA 92701
(714)558-0303
(714)558-0324 FAX
Leslie.richard@boystown.org

In-home counseling and guidance services to CUSD students.
Parent training

\$156.00 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
San Juan Capistrano, California

RESOLUTION NO. 1314-03

**AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES
DISTRICT NO. 87-1 (MISSION VIEJO/ALISO VIEJO) FOR FISCAL YEAR 2013-2014**

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

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

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

WHEREAS, the Board, acting as the legislative body of CFD No. 87-1 and the Improvement Area, pursuant to the Act has adopted its Resolution No. 94-82 calling for a public hearing and such public hearing was duly held on November 21, 1994, to consider the annexation of certain territory to the District and to the Improvement Area, as described in Resolution No. 94-82 and the maps of such territory recorded on November 4, 1994, as Instrument Nos. 94-0649221 and 94-0649222, respectively, in the “Book of Maps and Assessments and Community Facilities Districts” maintained in the office of the County Recorder for the County of Orange (“Annexed Territory”); and

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

WHEREAS, the Board acting as the legislative body of CFD No. 87-1 and the Improvement Area is authorized pursuant to Resolution Nos. 87-38 and 87-39 and Ordinance No. 87-1-1 (“Ordinance”) to levy a Special Tax on property in CFD No. 87-1, including the Annexed Territory, which shall be sufficient, together with certain Special Taxes levied within CFD No. 87-1, to pay principal, interest and administrative expenses with respect to all “Bonds” of CFD No. 87-1, which include the Series 1996 Bonds, to pay for the construction, acquisition and rehabilitation of certain public facilities authorized to be financed by the levy of Special Taxes of CFD No. 87-1 and to pay all expenses incidental thereto; and

WHEREAS, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2013-2014, for the purpose specified in the Ordinance, by the adoption of a “Resolution” as specified by the Act and the Ordinance; and

WHEREAS, the Special Taxes being levied hereunder are at the rate or at a lower rate than provided by the Ordinance.

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of the Capistrano Unified School District, acting in its capacity as the legislative body of the Community Facilities District No. 87-1, does hereby resolve, determine, and order as follows:

Section 1. The above recitals are true and correct.

Section 2. The Special Tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

Section 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within CFD No. 87-1, which are not otherwise exempt from taxation under the Act or the Ordinance, or from and after the date of Resolution No. 9697-10, which are owned by a religious institution and used primarily as a place of worship, the Special Taxes for Fiscal Year 2013-2014 at the tax rates set forth in the report prepared by David Taussig and Associates for CFD No. 87-1 entitled “Capistrano Unified School District Community Facilities District Fiscal Year 2013-2014 Administration (“DTA 2013-2014 Administration Report”) submitted herewith. The DTA 2013-2014 Administration Report is on file at the District Office, and is by this reference herein incorporated, which sets forth rates that do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, the Deputy Superintendent, Business and Support Services, of the District, or designee, may make any necessary modifications to these Special Taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Taxes applicable to any category of parcels and can only be made prior to the submission of the tax rolls to the Orange County Auditor-Controller.

Section 4. All of the collections of the Special Tax shall be used only as provided for in the Act and Resolution No. 87-38. The Special Tax shall be levied only so long as needed to accomplish the purposes described in Resolution No. 87-38.

Section 5. The Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes as such procedure may be modified by law or this Board from time to time.

Section 6. If and when Bonds are issued or such Special Taxes are pledged as to Bonds issued as a cumulative remedy, if any amount levied as a Special Tax for payment of Bond interest or principal, together with any penalties and other charges accruing under this Resolution, are not paid when due, the Board may, not later than four years after the due date of the last installment of principal on the Series 2006 Bonds, order that the same be collected by an action brought in the superior court to foreclose the lien of such Special Tax. The Deputy Superintendent, Business and Support Services of the District, is authorized to pursue collection thereof and to commence such proceedings consistent with the Act and the applicable provisions of any Bonds issued on behalf of CFD No. 87-1.

[The remainder of this page intentionally left blank.]

Section 7. The actions of District staff heretofore taken in order to obtain consent from the Orange County Auditor-Controller to a later filing date are hereby ratified and the Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Orange County Auditor-Controller, together with other supporting documentation as may be required to place said Special Taxes on the secured property tax roll for Fiscal Year 2013-2014 on or before August 20, 2013, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

ADOPTED, SIGNED AND APPROVED this 14th day of August, 2013.

BOARD OF TRUSTEES OF THE CAPISTRANO
UNIFIED SCHOOL DISTRICT ACTING AS THE
LEGISLATIVE BODY OF COMMUNITY
FACILITIES DISTRICT NO. 87-1 OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT
(MISSION VIEJO/ALISO VIEJO)

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

By: _____
Anna Bryson, Clerk of the Board of Trustees
of the Capistrano Unified School District

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss.

I, Anna Bryson, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District at a meeting of the Board of Trustees held on the 14th day of August, 2013, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Anna Bryson, Clerk of the Board of Trustees
of the Capistrano Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Anna Bryson, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Board of Trustees of the Capistrano Unified School District at a regular meeting of said Board held on the 14th day of August, 2013.

Anna Bryson, Clerk of the Board of Trustees of the
Capistrano Unified School District

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1314-04

**AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES
DISTRICT NO. 88-1 (RANCHO SANTA MARGARITA) FOR FISCAL YEAR 2013-2014**

WHEREAS, the Capistrano Unified School District (“District”) previously established Community Facilities District No. 88-1 of the Capistrano Unified School District (Rancho Santa Margarita) (“CFD No. 88-1”) pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended (“Act”); and

WHEREAS, CFD No. 88-1 issued its Series 1989 Special Tax Bonds in the amount of \$12,500,000 (“Series 1989 Bonds”) pursuant to Resolution No. 89-48, adopted by the Board of Trustees (“Board”) of the District acting as the legislative body of CFD No. 88-1, which “Bonds” were refunded by the issuance of the CFD No. 88-1 Series 1996 \$12,755,000 Special Tax Refunding Bonds pursuant to Resolution No. 9596-98 adopted by the Board on March 25, 1996 (“Series 1996 Bonds”); and

WHEREAS, the Board acting as the legislative body of CFD No. 88-1 is authorized pursuant to Resolutions Nos. 88-29 and 88-30 (“Resolutions of Formation”) and Ordinance No. 88-1-1 adopted by the Board on July 17, 1989 (“Ordinance”), to levy a special tax sufficient to pay principal, interest and administrative expenses with respect to Bonds of CFD No. 88-1, which include the Series 1996 Bonds, to pay certain costs of the Facilities including rehabilitation (as defined in the Resolutions of Formation) and to pay all expenses incidental thereto; and

WHEREAS, it is now necessary and appropriate that this Board levy and collect the “Special Taxes” for Fiscal Year 2013-2014, for the purpose specified in the Ordinance, by the adoption of a “Resolution” as specified by the Act and the Ordinance; and

WHEREAS, the Special Taxes being levied hereunder are at the rate or at a lower rate than provided by the Ordinance; and

WHEREAS, upon the scheduled maturation of the Series 1996 Bonds on September 1, 2014, this Board presently anticipates that the levy, collection and pursuit of delinquent Special Taxes for Fiscal Year of 2013-2014 will conclude with a recordation of Notice of Cancellation of Special Tax.

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of the Capistrano Unified School District, acting in its capacity as the legislative body of the Community Facilities District No. 88-1, does hereby resolve, determine, and order as follows:

Section 1. The above recitals are true and correct.

Section 2. The Special Tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

Section 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within CFD No. 88-1 which are not otherwise exempt from taxation under the Act or the Ordinance the Special Taxes for Fiscal Year 2013-2014 at the tax rates set forth in the report prepared by David Taussig and Associates for CFD No. 88-1 entitled "Capistrano Unified School District Community Facilities District Fiscal Year 2013-2014 Administration" ("DTA 2013-2014 Administration Report") submitted herewith. The DTA 2013-2014 Administration Report is on file at the District Office, and is by this reference herein incorporated, which sets forth rates that do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, the Deputy Superintendent, Business and Support Services of the District, or designee, may make any necessary modifications to these Special Taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Taxes applicable to any category of parcels.

Section 4. All of the collections of the Special Tax shall be used only as provided for in the Act and the Resolutions of Formation. The Special Tax shall be levied only so long as needed to accomplish the purposes described in the Resolutions of Formation.

Section 5. The Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes as such procedure may be modified by law or this Board from time to time.

Section 6. When Bonds are sold and issued, or such Special Taxes are pledged as to Bonds issued, as a cumulative remedy, if any amount levied as a Special Tax for payment of Bond interest or principal, together with any penalties and other charges accruing under this Resolution, are not paid when due, the Board may, not later than four years after the due date of the last installment of principal on the Series 1996 Bonds, order that the same be collected by an action brought in the superior court to foreclose the lien of such Special Tax. The Deputy Superintendent, Business and Support Services of the District, is authorized to pursue collection thereof and to commence such proceedings consistent with the Act and the applicable provisions of any Bonds issued on behalf of CFD No. 88-1.

Section 7. The actions of District staff heretofore taken in order to obtain consent from the Orange County Auditor-Controller to a later filing date are hereby ratified and the Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Orange County Auditor-Controller, together with other supporting documentation as may be required to place said Special Taxes on the secured property tax roll for Fiscal Year 2013-2014 on or before August 20, 2013, or other duly authorized date, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

ADOPTED, SIGNED, AND APPROVED this 14th day of August, 2013.

BOARD OF TRUSTEES OF THE CAPISTRANO
UNIFIED SCHOOL DISTRICT ACTING AS THE
LEGISLATIVE BODY OF COMMUNITY
FACILITIES DISTRICT NO. 88-1 OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT
(RANCHO SANTA MARGARITA)

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

By: _____
Anna Bryson, Clerk of the Board of Trustees
of the Capistrano Unified School District

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss.

I, Anna Bryson, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District at a meeting of the Board of Trustees held on the 14th day of August, 2013, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Anna Bryson, Clerk of the Board of Trustees
of the Capistrano Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Anna Bryson, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved, and adopted by the Board of Trustees of the Capistrano Unified School District at a regular meeting of said Board held on the 14th day of August, 2013.

Anna Bryson, Clerk of the Board of Trustees
of the Capistrano Unified School District

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1314-05

**AFFIRMING, RATIFYING, AND AUTHORIZING THE LEVY OF
SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 90-1 (COTO DE
CAZA) FOR FISCAL YEAR 2013-2014**

WHEREAS, on February 20, 1990, the Board of Trustees of the Capistrano Unified School District ("District") adopted Resolution No. 90-12, which resolution established Community Facilities District No. 90-1 of the Capistrano Unified School District (Coto de Caza) ("CFD No. 90-1") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended ("Act"); and

WHEREAS, the Board acting as the legislative body of CFD No. 90-1, is authorized, pursuant to Resolution Nos. 90-12 and 90-13 approved on February 20, 1990 (collectively, "Resolutions of Formation") and Ordinance No. 90-1-1, approved on July 16, 1990 ("Ordinance"), to levy a "Special Tax" on property in CFD No. 90-1; and

WHEREAS, pursuant to the Rate and Method of Apportionment for CFD No. 90-1 ("Rate and Method"), a one-time Special Tax shall be levied for property within CFD No. 90-1 when a building permit is to be issued for such property; and

WHEREAS, pursuant to the Rate and Method, the Special Tax shall increase by the greater of 5.0% or the annual percentage change in the Consumer Price Index, calculated from the calendar year beginning January 1, 1991, and under the Ordinance, CFD No. 90-1 is authorized to determine each year the amount of the Special Tax to be levied; and

WHEREAS, the Board, acting as the legislative body of CFD No. 90-1, desires to affirm, ratify and authorize the levy of the Special Taxes of CFD No. 90-1, determine that it is now necessary and appropriate to levy and collect the Special Taxes for fiscal year 2013-2014, for the purpose specified in the Ordinance, and to authorize the Deputy Superintendent, Business and Support Services or designee to determine the adjustment of the Special Taxes of CFD No. 90-1 as of January 1, 2014, for the applicable calendar year as specified by the Act and the Ordinance; and

WHEREAS, the Special Taxes being levied hereunder are at the rate or at a lower rate than provided by the Ordinance.

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of the Capistrano Unified School District, acting in its capacity as the legislative body of the Community Facilities District No. 90-1, does hereby resolve, determine, and order as follows:

Section 1. The above recitals are true and correct.

Section 2. The Special Tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

Section 3. In accordance with the Act and the Ordinance, there is, and is, hereby levied upon the parcels within CFD No. 90-1, which are not otherwise exempt from taxation under the Act or the Ordinance, or from and after the date of Resolutions of Formation, which are owned by a religious institution and used primarily as a place of worship, the Special Taxes for fiscal year 2013-2014 at the tax rates set forth in the Rate and Method. All such prior levies of the Special Taxes of CFD No. 90-1 are affirmed and ratified and the Deputy Superintendent, Business and Support Services or designee is authorized to determine the annual amount of Special Taxes of CFD No. 90-1 as of January 1, 2014, and annually thereafter, in accordance with the Rate and Method. After adoption of this Resolution, the Deputy Superintendent, Business and Support Services, of the District, or designee, may make any necessary modifications to these Special Taxes to correct any errors, omissions or inconsistencies; provided, however, that any such modifications shall not result in an increase in the Special Taxes applicable to any category of parcels.

Section 4. All of the collections of the Special Tax shall be used only as provided for in the Act and Resolution No. 90-12. The Special Tax shall be levied only so long as needed to accomplish the purposes described in Resolutions of Formation.

Section 5. The Special Tax shall be collected by the District on behalf of CFD No. 90-1 as directed by the Deputy Superintendent, Business and Support Services, or designee.

Section 6. If and when any additional Bonds are issued or such Special Taxes are pledged as to any additional Bonds issued as a cumulative remedy, if any amount levied as a Special Tax for payment of Bond interest or principal, together with any penalties and other charges accruing under this Resolution, are not paid when due, the Board may, not later than four years after the due date of the last installment of principal on the Bonds, order that the same be collected by an action brought in the superior court to foreclose the lien of such Special Tax. The Deputy Superintendent, Business and Support Services of the District, is authorized to pursue collection thereof and to commence such proceedings consistent with the Act and the applicable provisions of any additional Bonds issued on behalf of CFD No. 90-1.

Section 7. The Board hereby ratifies and affirms the prior levy determination and collection of the Special Taxes and delegates to the Deputy Superintendent, Business and Support Services, of the District, or designee to take all actions necessary to determine the future levy and collection of Special Taxes in accordance with the Rate and Method.

ADOPTED, SIGNED AND APPROVED this 14th day of August, 2013.

BOARD OF TRUSTEES OF THE CAPISTRANO
UNIFIED SCHOOL DISTRICT ACTING AS THE
LEGISLATIVE BODY OF COMMUNITY
FACILITIES DISTRICT NO. 90-1 OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT
(COTO DE CAZA)

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

By: _____
Anna Bryson, Clerk of the Board of Trustees
of the Capistrano Unified School District

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss.

I, Anna Bryson, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District at a meeting of the Board of Trustees held on the 14th day of August, 2013, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Anna Bryson, Clerk of the Board of Trustees
of the Capistrano Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Anna Bryson, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Board of Trustees of the Capistrano Unified School District at a regular meeting of said Board held on the 14th day of August, 2013.

Anna Bryson, Clerk of the Board of Trustees of the
Capistrano Unified School District

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1314-06

**AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES
DISTRICT NO. 90-2 (TALEGA) FOR FISCAL YEAR 2013-2014**

WHEREAS, the Capistrano Unified School District (“District”) previously established Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega) (“CFD No. 90-2”), pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended (“Act”); and

WHEREAS, the Board of Trustees (“Board”), acting as the legislative body of CFD No. 90-2, pursuant to the Act, on April 26, 1999, adopted its Resolution No. 9899-112 to alter the existing rate and method of apportionment of “Special Taxes,” facilities and boundaries of CFD No. 90-2 and stating its intention to increase and incur bonded indebtedness in an aggregate principal amount not to exceed \$50,000,000, and conducted a hearing on such matters on June 14, 1999; and

WHEREAS, the Board called and duly held an election on June 14, 1999, in Community Facilities District No. 90-2 for the purpose of presenting to the qualified electors within CFD No. 90-2 Propositions A, B and C, authorizing the above-described amendments within CFD No. 90-2, which Propositions were approved by more than two-thirds of the votes cast at said election, thereby authorizing the Board to levy the Special Taxes described in Propositions A, B and C, for the purposes described therein and to take the necessary steps to levy the Special Taxes authorized by Propositions A, B and C; and

WHEREAS, the Board acting as the legislative body of CFD No. 90-2 is authorized pursuant to Resolution No. 9899-112 and Ordinance No. 90-2-1 (“Ordinance”) to levy a Special Tax on property in CFD No. 90-2 which shall be sufficient to pay principal, interest and administrative expenses with respect to all “Bonds” of CFD No. 90-2, to pay for the construction, acquisition and rehabilitation of certain public facilities authorized to be financed by the levy of Special Taxes of CFD No. 90-2 pursuant to Resolution No. 9899-112 and to pay all expenses incidental thereto; and

WHEREAS, the District previously issued its 2001 Special Tax Bonds (“2001 Bonds”) in the aggregate principal amount of \$23,050,000 and its 2002 Special Tax Bonds (“2002 Bonds”) in the aggregate principal amount of \$17,605,000 (2001 Bonds and 2002 Bonds being referred to herein collectively as “Prior Bonds”) for the purpose of financing authorized facilities and related costs of the District; and

WHEREAS, the District additionally issued its \$44,980,000 Series 2006 Special Tax Refunding Bonds (“2006 Bonds”) for the purpose of refunding the Prior Bonds; and

WHEREAS, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2013-2014, for the purpose specified in the Ordinance, by the adoption of a “Resolution” as specified by the Act and the Ordinance; and

WHEREAS, the Special Taxes being levied hereunder are at the rate or at a lower rate than provided by the Ordinance.

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of the Capistrano Unified School District, acting in its capacity as the legislative body of the Community Facilities District No. 90-2, does hereby resolve, determine, and order as follows:

Section 1. The above recitals are true and correct.

Section 2. The Special Tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

Section 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within CFD No. 90-2, which are not otherwise exempt from taxation under the Act or the Ordinance, the Special Taxes for Fiscal Year 2013-2014 at the tax rates set forth in the report prepared by David Taussig and Associates entitled “Capistrano Unified School District Community Facilities District Fiscal Year 2013-2014 Administration” (“DTA 2013-2014 Administration Report”) submitted herewith. The DTA 2013-2014 Administration Report for CFD No. 90-2 is on file at the District Office, and is by this reference herein incorporated, which sets forth rates that do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, the Deputy Superintendent, Business and Support Services of the District, or designee, may make any necessary modifications to these Special Taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Taxes applicable to any category of parcels.

Section 4. All of the collections of the Special Tax shall be used only as provided for in the Act and Resolution No. 9899-112. The Special Tax shall be levied only so long as needed to accomplish the purposes described in Resolution No. 9899-112.

Section 5. The Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes as such procedure may be modified by law or this Board from time to time.

Section 6. When Bonds are sold and issued or such Special Taxes pledged as to Bonds issued as a cumulative remedy, if any amount levied as a Special Tax for payment of Bond interest or principal, together with any penalties and other charges accruing under this Resolution, are not paid when due, the Board may, not later than four years after the due date of

the last installment of principal on the 2006 Bonds, order that the same be collected by an action brought in the superior court to foreclose the lien of such Special Tax. The Deputy Superintendent, Business and Support Services of the District, is authorized to pursue collection thereof and to commence such proceedings consistent with the applicable provisions of any Bonds issued on behalf of CFD No. 90-2.

Section 7. The actions of District staff heretofore taken in order to obtain consent from the Orange County Auditor-Controller to a later filing date are hereby ratified and the Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Orange County Auditor-Controller, together with other supporting documentation as may be required to place said Special Taxes on the secured property tax roll for Fiscal Year 2013-2014 on or before August 20, 2013, or other duly authorized date, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

ADOPTED, SIGNED, AND APPROVED this 14th day of August, 2013.

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)

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

By: _____
Anna Bryson, Clerk of the Board of Trustees
of the Capistrano Unified School District

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss.

I, Anna Bryson, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District at a meeting of the Board of Trustees held on the 14th day of August, 2013, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Anna Bryson, Clerk of the Board of Trustees
of the Capistrano Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Anna Bryson, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved, and adopted by the Board of Trustees of the Capistrano Unified School District at a regular meeting of said Board held on the 14th day of August, 2013.

Anna Bryson, Clerk of the Board of Trustees of the
Capistrano Unified School District

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1314-09

**AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES
DISTRICT NO. 94-1 (RANCHO SANTA MARGARITA) FOR FISCAL YEAR 2013-2014**

WHEREAS, the Capistrano Unified School District (“District”) previously established Community Facilities District No. 94-1 of the Capistrano Unified School District (Rancho Santa Margarita) (“CFD No. 94-1”) pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended (“Act”); and

WHEREAS, the Board of Trustees (“Board”) of the District acting as the legislative body of CFD No. 94-1 is authorized pursuant to Resolutions Nos. 94-64 and 94-65 (“Resolutions of Formation”) and Ordinance No. 94-1-1 adopted by the Board on June 26, 1995 (“Ordinance”), to levy a “Special Tax” sufficient, together with Special Taxes of Community Facilities District No. 88-1 of the Capistrano Unified School District (“CFD No. 88-1”), to pay principal, interest, other periodic costs and administrative expenses with respect to “Bonds” of CFD 88-1 and any Bonds and/or certificates of participation proposed to be issued to finance the Facilities, including the Series 1996 Bonds (as defined below), to pay certain costs of the Facilities (as defined in the Resolutions of Formation) and to pay all expenses incidental thereto; and

WHEREAS, CFD No. 88-1 issued its Series 1989 Special Tax Bonds in the amount of \$12,500,000 pursuant to Resolution No. 89-48, adopted by the Board acting as the legislative body of CFD No. 88-1, which Bonds were refunded by the issuance of the CFD No. 88-1 Series 1996 \$12,755,000 Special Tax Refunding Bonds pursuant to Resolution No. 9596-98 adopted by the Board on March 25, 1996 (“Series 1996 Bonds”); and

WHEREAS, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2013-2014, for the purpose specified in the Ordinance, by the adoption of a “Resolution” as specified by the Act and the Ordinance; and

WHEREAS, the Special Taxes being levied hereunder are at the rate or at a lower rate than provided by the Ordinance; and

WHEREAS, upon the scheduled maturation of the Series 1996 Bonds on September 1, 2014, this Board presently anticipates that the levy, collection and pursuit of delinquent Special Taxes for Fiscal Year 2013-2014 will conclude with a recordation of Notice of Cancellation of Special Tax.

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of the Capistrano Unified School District, acting in its capacity as the legislative body of the Community Facilities District No. 94-1, does hereby resolve, determine, and order as follows:

Section 1. The above recitals are true and correct.

Section 2. The Special Tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

Section 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within CFD No. 94-1, which are not otherwise exempt from taxation under the Act or the Ordinance the Special Taxes for Fiscal Year 2013-2014, at the tax rates set forth in the report prepared by David Taussig and Associates entitled "Capistrano Unified School District Community Facilities District Fiscal Year 2013-2014 Administration" ("DTA 2013-2014 Administration Report") submitted herewith. The DTA 2013-2014 Administration Report is on file at the District Office, and is by this reference herein incorporated, which sets forth rates that do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, the Deputy Superintendent, Business and Support Services of the District, or designee, may make any necessary modifications to these Special Taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Taxes applicable to any category of parcels.

Section 4. All of the collections of the Special Tax shall be used only as provided for in the Act and the Resolutions of Formation. The Special Tax shall be levied only so long as needed to accomplish the purposes described in the Resolutions of Formation.

Section 5. The Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes as such procedure may be modified by law or this Board from time to time.

Section 6. When Bonds are sold and issued, or such Special Taxes pledged as to Bonds issued as a cumulative remedy, if any amount levied as a Special Tax for payment of Bond interest or principal, together with any penalties and other charges accruing under this Resolution, are not paid when due, the Board may, not later than four years after the due date of the last installment of principal on the Series 1996 Bonds, order that the same be collected by an action brought in the superior court to foreclose the lien of such Special Tax. The Deputy Superintendent, Business and Support Services of the District, is authorized to pursue collection thereof and to commence such proceedings consistent with the Act and the applicable provisions of any Bonds issued on behalf of CFD No. 94-1.

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Section 7. The actions of District staff heretofore taken in order to obtain consent from the Orange County Auditor-Controller to a later filing date are hereby ratified and the Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Orange County Auditor-Controller, together with other supporting documentation as may be required to place said Special Taxes on the secured property tax roll for Fiscal Year 2013-2014 on or before August 20, 2013, or other duly authorized date, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

ADOPTED, SIGNED, AND APPROVED this 14th day of August, 2013.

BOARD OF TRUSTEES OF THE CAPISTRANO
UNIFIED SCHOOL DISTRICT ACTING AS THE
LEGISLATIVE BODY OF COMMUNITY FACILITIES
DISTRICT NO. 94-1 OF THE CAPISTRANO UNIFIED
SCHOOL DISTRICT (RANCHO SANTA MARGARITA)

By: _____

John M. Alpay, President of the Board of Trustees
of the Capistrano Unified School District

By: _____

Anna Bryson, Clerk of the Board of Trustees of the
Capistrano Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Anna Bryson, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District at a meeting of the Board of Trustees held on the 14th day of August, 2013, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Anna Bryson, Clerk of the Board of Trustees
of the Capistrano Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Anna Bryson, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved, and adopted by the Board of Trustees of the Capistrano Unified School District at a regular meeting of said Board held on the 14th day of August, 2013.

Anna Bryson, Clerk of the Board of Trustees of the
Capistrano Unified School District

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1314-10

**AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES
DISTRICT NO. 98-1A (PACIFICA SAN JUAN) FOR FISCAL YEAR 2013-2014**

WHEREAS, the Capistrano Unified School District (“District”) previously established Community Facilities District No. 98-1A of the Capistrano Unified School District (Pacifica San Juan) (“CFD No. 98-1A”) pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended (“Act”); and

WHEREAS, the Board of Trustees (“Board”), acting as the legislative body of CFD No. 98-1A pursuant to the Act has adopted its Resolution No. 03-04-77 calling for a public hearing and such public hearing was duly held on June 14, 2004, to consider certain amendments to the District (“Amendments”), as described in Resolution No. 03-04-77; and

WHEREAS, the Board called and duly held an election on June 14, 2004, regarding the Amendments as to CFD No. 98-1A for the purpose of presenting to the qualified electors within CFD No. 98-1A Propositions A, B and C authorizing the levy of an amended “Special Tax” within CFD No. 98-1A and to incur an indebtedness and issue “Bonds” in the maximum principal amount of \$45,000,000, with interest at a rate or rates not to exceed the maximum interest rate permitted by law, to finance the “Facilities” and the “Incidental Expenses” described in Resolution No. 0304-77, which Propositions were approved by more than two-thirds of the votes cast at said election, thereby authorizing the Board to levy the Special Taxes described in Propositions A and B, respectively, for the purposes described therein and to take the necessary steps to levy the Special Taxes authorized by Propositions A and B; and

WHEREAS, the Board acting as the legislative body of CFD No. 98-1A is authorized, pursuant to Resolutions Nos. 03-04-77, 03-04-91 and Amendment to Ordinance No. 98-1A-1 adopted on June 28, 2004 (“Ordinance”), to levy a Special Tax on property in CFD No. 98-1A, which shall be sufficient to pay principal, interest and administrative expenses with respect to all Bonds of CFD No. 98-1A, to pay for the construction, acquisition and rehabilitation of certain public facilities authorized to be accomplished and as applicable financed by the levy of Special Taxes of CFD No. 98-1A pursuant to Resolution No. 03-03-91 and to pay all Incidental Expenses relating thereto; and

WHEREAS, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2013-2014 for the purposes specified in the Ordinance, by the adoption of a “Resolution” as specified by the Act and the Ordinance; and

WHEREAS, the Special Taxes being levied hereunder are at the rate or at a lower rate than provided by the Ordinance.

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of the Capistrano Unified School District, acting in its capacity as the legislative body of the Community Facilities District No. 98-1, does hereby resolve, determine, and order as follows:

Section 1. The above recitals are true and correct.

Section 2. The Special Tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

Section 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within CFD No. 98-1A, which are not otherwise exempt from taxation under the Act or the Ordinance the Special Taxes for Fiscal Year 2013-2014, at the tax rates set forth in the report prepared by David Taussig and Associates entitled "Capistrano Unified School District Community Facilities District Fiscal Year 2013-2014 Administration" ("DTA 2013-2014 Administration Report") submitted herewith. The DTA 2013-2014 Administration Report is on file at the District Office, and is by this reference herein incorporated, which sets forth rates that do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, the Deputy Superintendent, Business and Support Services of the District, or designee, may make any necessary modifications to these Special Taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Taxes applicable to any category of parcels.

Section 4. All of the collections of the Special Tax shall be used only as provided for in the Act, Resolution No. 03-04-91, and the applicable "Mitigation Agreement" with the party or parties thereto. The Special Tax shall be levied only so long as needed to accomplish the purposes described in Resolution No. 03-04-91 and the rates herein provided only for Fiscal Year 2013-2014 and not as a precedent for any future Fiscal Years.

Section 5. The Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes as such procedure may be modified by law or this Board from time to time.

Section 6. When Bonds are sold and issued, or such Special Taxes are pledged for Bonds issue as a cumulative remedy, if any amount levied as a Special Tax for payment of bond interest or principal, together with any penalties and other charges accruing under this Resolution, are not paid when due, the Board may, not later than four years after the due date of the last installment of principal on the Bonds, order that the same be collected by an action brought in the superior court to foreclose the lien of such Special Tax. The Deputy Superintendent, Business and Support Services of the District, is authorized to pursue collection thereof and to commence such proceedings consistent with the Act and the applicable provisions of any Bonds issued on behalf of CFD No. 98-1A.

Section 7. The actions of District staff heretofore taken in order to obtain consent from the Orange County Auditor-Controller to a later filing date are hereby ratified and the Clerk

is hereby authorized and directed to transmit a certified copy of this Resolution and the DTA Annual Report to the Orange County Auditor-Controller, together with other supporting documentation as may be required to place said Special Taxes on the secured property tax roll for Fiscal Year 2013-2014 on or before August 20, 2013, or other duly authorized and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

ADOPTED, SIGNED, AND APPROVED this 14th day of August, 2013.

BOARD OF TRUSTEES OF THE CAPISTRANO
UNIFIED SCHOOL DISTRICT ACTING AS THE
LEGISLATIVE BODY OF COMMUNITY
FACILITIES DISTRICT NO. 98-1A OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT
(PACIFICA SAN JUAN)

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

By: _____
Anna Bryson, Clerk of the Board of Trustees
of the Capistrano Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Anna Bryson, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District at a meeting of the Board of Trustees held on the 14th day of August, 2013, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Anna Bryson, Clerk of the Board of Trustees
of the Capistrano Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Anna Bryson, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Board of Trustees of the Capistrano Unified School District at a regular meeting of said Board held on the 14th day of August, 2013.

Anna Bryson, Clerk of the Board of Trustees of the
Capistrano Unified School District

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California
RESOLUTION NO. 1314-11

**AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES
DISTRICT NO. 98-2 (LADERA) FOR FISCAL YEAR 2013-2014**

WHEREAS, the Capistrano Unified School District (“District”) previously established Community Facilities District No. 98-2 of the Capistrano Unified School District (Ladera) (“CFD No. 98-2”) pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended (“Act”); and

WHEREAS, CFD No. 98-2 issued its Series 1999 Special Tax Bonds in the amount of \$105,330,000 pursuant to Resolution No. 9899-91, adopted by the Board of Trustees (“Board”) of the District acting as the legislative body of CFD No. 98-2 on March 8, 1999 (“Series 1999 Special Tax Bonds”), which Series 1999 Special Tax Bonds were refunded on April 28, 2005, by the issuance of the CFD No. 98-2 Series 2005 Special Tax Refunding Bonds (“Bonds”); and

WHEREAS, the Board acting as the legislative body of CFD No. 98-2 is authorized, pursuant to Resolutions Nos. 9899-76 and 9899-77 approved on February 8, 1999 (collectively, “Resolutions of Formation”), and Ordinance No. 98-2-1, approved on March 8, 1999 (“Ordinance”), to levy a “Special Tax” on property in CFD No. 98-2 to pay principal, interest and administrative expenses with respect to all Bonds of CFD No. 98-2, which include the Bonds, to pay for the construction, acquisition and rehabilitation of certain public facilities authorized to be financed by the levy of Special Taxes of CFD No. 98-2, pursuant to the Resolutions of Formation and to pay all expenses incidental thereto; and

WHEREAS, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2013-2014 for the purpose specified in the Ordinance, by the adoption of a “Resolution” as specified by the Act and the Ordinance; and

WHEREAS, the Special Taxes being levied hereunder are at the rate or at a lower rate than provided by the Ordinance.

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of the Capistrano Unified School District, acting in its capacity as the legislative body of the Community Facilities District No. 98-2, does hereby resolve, determine, and order as follows:

Section 1. The above recitals are true and correct.

Section 2. The Special Tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

Section 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within CFD No. 98-2, which are not otherwise exempt from taxation under the Act or the Ordinance the Special Taxes for Fiscal Year 2013-2014, at the tax rates set forth in the report

prepared by David Taussig and Associates entitled “Capistrano Unified School District Community Facilities District Fiscal Year 2013-2014 Administration” (“DTA 2013-2014 Administration Report”) submitted herewith. The DTA 2013-2014 Administration Report is on file at the District Office, and is by this reference herein incorporated, which sets forth rates that do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, the Deputy Superintendent, Business and Support Services of the District, or designee, may make any necessary modifications to these Special Taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Taxes applicable to any category of parcels.

Section 4. All of the collections of the Special Tax shall be used only as provided for in the Act and Resolutions of Formation. The Special Tax shall be levied only so long as needed to accomplish the purposes described in Resolutions of Formation.

Section 5. The Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes as such procedure may be modified by law or this Board from time to time.

Section 6. When Bonds are sold and issued, or such Special Taxes are pledged for Bonds issued as a cumulative remedy, if any amount levied as a Special Tax for payment of Bond interest or principal, together with any penalties and other charges accruing under this Resolution, are not paid when due, the Board may, not later than four years after the due date of the last installment of principal on the Bonds, order that the same be collected by an action brought in the superior court to foreclose the lien of such Special Tax. The Deputy Superintendent, Business and Support Services of the District, is authorized to pursue collection thereof and to commence such proceedings consistent with the Act and the applicable provisions of any Bonds issued on behalf of CFD No. 98-2.

[The remainder of this page intentionally left blank.]

Section 7. The actions of District staff heretofore taken in order to obtain consent from the Orange County Auditor-Controller to a later filing date are hereby ratified and the Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Orange County Auditor-Controller, together with other supporting documentation as may be required to place said Special Taxes on the secured property tax roll for Fiscal Year 2013-2014 on or before August 20, 2013, or other duly authorized date, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

ADOPTED, SIGNED, AND APPROVED this 14th day of August, 2013.

BOARD OF TRUSTEES OF THE CAPISTRANO
UNIFIED SCHOOL DISTRICT ACTING AS THE
LEGISLATIVE BODY OF COMMUNITY
FACILITIES DISTRICT NO. 98-2 OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT
(LADERA)

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

By: _____
Anna Bryson, Clerk of the Board of Trustees
of the Capistrano Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Anna Bryson, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District at a meeting of the Board of Trustees held on the 14th day of August, 2013, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Anna Bryson, Clerk of the Board of Trustees
of the Capistrano Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Anna Bryson, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved, and adopted by the Board of Trustees of the Capistrano Unified School District at a regular meeting of said Board held on the 14th day of August, 2013.

Anna Bryson, Clerk of the Board of Trustees of the
Capistrano Unified School District

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1314-12

**AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES
DISTRICT NO. 2004-1 (RANCHO MADRINA) FOR FISCAL YEAR 2013-2014**

WHEREAS, the Capistrano Unified School District (“District”) previously established Community Facilities District No. 2004-1 of the Capistrano Unified School District (Rancho Madrina) (“CFD No. 2004-1”) pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended (“Act”); and

WHEREAS, CFD No. 2004-1 issued its Series 2005 Special Tax Bonds in the amount of \$7,085,000 pursuant to Resolution No. 0405-59, adopted by the Board of Trustees (“Board”) of the District acting as the legislative body of CFD No. 2004-1 on January 10, 2005 (“Bonds”); and

WHEREAS, the Board acting as the legislative body of CFD No. 2004-1 is authorized, pursuant to Resolution Nos. 0405-42 and 0405-43 approved on November 15, 2004 (collectively, “Resolutions of Formation”) and Ordinance No. 2004-1-1, approved on December 13, 2004 (“Ordinance”), to levy a “Special Tax” on property in CFD No. 2004-1 to pay principal, interest and administrative expenses with respect to all Bonds of CFD No. 2004-1, which include the Bonds, to pay for the construction, acquisition and rehabilitation of certain public facilities authorized to be financed by the levy of Special Taxes of CFD No. 2004-1 pursuant to the Resolutions of Formation and to pay all expenses incidental thereto; and

WHEREAS, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2013-2014, for the purpose specified in the Ordinance, by the adoption of a “Resolution” as specified by the Act and the Ordinance; and

WHEREAS, the Special Taxes being levied hereunder are at the rate or at a lower rate than provided by the Ordinance.

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of the Capistrano Unified School District, acting in its capacity as the legislative body of the Community Facilities District No. 2004-1, does hereby resolve, determine, and order as follows:

Section 1. The above recitals are true and correct.

Section 2. The Special Tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

Section 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within CFD No. 2004-1, which are not otherwise exempt from taxation under the Act or the Ordinance, the Special Taxes for Fiscal Year 2013-2014, at the tax rates set forth in the report prepared by David Taussig and Associates entitled “Capistrano Unified School District Community Facilities District Fiscal Year 2013-2014 Administration” (“DTA 2013-2014 Administration Report”) submitted herewith. The DTA 2013-2014 Administration Report is on file at the District

Office, and is by this reference herein incorporated, which sets forth rates that do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, the Deputy Superintendent, Business and Support Services of the District, or designee, may make any necessary modifications to these Special Taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Taxes applicable to any category of parcels.

Section 4. All of the collections of the Special Tax shall be used only as provided for in the Act and Resolutions of Formation. The Special Tax shall be levied only so long as needed to accomplish the purposes described in Resolutions of Formation.

Section 5. The Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes as such procedure may be modified by law or this Board from time to time.

Section 6. When Bonds are sold and issued, or such Special Taxes are pledged for Bonds issued as a cumulative remedy, if any amount levied as a Special Tax for payment of Bond interest or principal, together with any penalties and other charges accruing under this Resolution, are not paid when due, the Board may, not later than four years after the due date of the last installment of principal on the Bonds, order that the same be collected by an action brought in the superior court to foreclose the lien of such Special Tax. The Deputy Superintendent, Business and Support Services of the District, is authorized to pursue collection thereof and to commence such proceedings consistent with the Act and the applicable provisions of any Bonds issued on behalf of CFD No. 2004-1.

[The remainder of this page intentionally left blank.]

Section 7. The actions of District staff heretofore taken in order to obtain consent from the Orange County Auditor-Controller to a later filing date are hereby ratified and the Clerk is hereby authorized and directed to transmit a certified copy of this Resolution and the DTA Annual Report to the Orange County Auditor-Controller, together with other supporting documentation as may be required to place said Special Taxes on the secured property tax roll for Fiscal Year 2013-2014 on or before August 20, 2013, or other duly authorized date, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

ADOPTED, SIGNED AND APPROVED this 14th day of August, 2013.

BOARD OF TRUSTEES OF THE CAPISTRANO
UNIFIED SCHOOL DISTRICT ACTING AS THE
LEGISLATIVE BODY OF COMMUNITY
FACILITIES DISTRICT NO. 2004-1 OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT
(RANCHO MADRINA)

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

By: _____
Anna Bryson, Clerk of the Board of Trustees
of the Capistrano Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Anna Bryson, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District at a meeting of the Board of Trustees held on the 14th day of August, 2013, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Anna Bryson, Clerk of the Board of Trustees
of the Capistrano Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Anna Bryson, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Board of Trustees of the Capistrano Unified School District at a regular meeting of said Board held on the 14th day of August, 2013.

Anna Bryson, Clerk of the Board of Trustees of the
Capistrano Unified School District

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1314-13

**AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES
DISTRICT NO. 2005-1 (WHISPERING HILLS) FOR FISCAL YEAR 2013-2014**

WHEREAS, on July 26, 2010, the Board of Trustees of the Capistrano Unified School District (“District”) adopted Resolution No. 0506-06, which resolution established Community Facilities District No. 2005-1 of the Capistrano Unified School District (Whispering Hills) (“CFD No. 2005-1”) pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended (“Act”); and

WHEREAS, the Board of Trustees of the District, acting as the Legislative Body of CFD No. 2005-1 (“Board”), adopted Resolution No. 1011-43 on March 8, 2011, stating its consideration of a change to the Rate and Method of Apportionment of CFD No. 2005-1 relating to the special taxes of CFD No. 2005-1 (“Special Taxes”), adoption of a Revised Rate and Method of Apportionment (“Revised RMA”), and initiating a public hearing thereon (“S/T Revision Proceedings”), pursuant to the Act; and

WHEREAS, on June 13, 2011, the Board adopted Resolution No. 1011-60 ordering certain changes to the Revised RMA and adoption of a proposed First Amended Rate and Method of Apportionment of Special Taxes of CFD No. 2005-1 (“First Amended RMA”) which replaced the Revised RMA for all purposes relating to the S/T Revision Proceedings; and

WHEREAS, on June 13, 2011, the Board held a noticed continued public hearing (“Continued Public Hearing”), as required by law, relative to the proposed First Amended RMA; and

WHEREAS, the Board, subsequent to said Continued Public Hearing, adopted Resolution No. 1011-61 which called an election within CFD No. 2005-1 for June 13, 2011, on the proposition of the proposed First Amended RMA as set forth in Resolution Nos. 1011-43, 1011-60 and 1011-61; and

WHEREAS, on June 13, 2011, an election was held within CFD No. 2005-1 in which the eligible voters approved, by more than two-thirds (2/3) vote, the proposed First Amended RMA and, on June 23, 2011, an Amendment to the Notice of Special Tax Lien of CFD No. 2005-1 was recorded in the County Recorder of the County of Orange, State of California, as Document No. 2011-000306922; and

WHEREAS, on July 11, 2011, the Board adopted Ordinance No. 1112-1 (“Ordinance”), authorizing the levy of the Special Taxes within CFD No. 2005-1 in accordance with the First Amended RMA; and

WHEREAS, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2013-2014, for the purpose specified in the Ordinance, by the adoption of a “Resolution” as specified by the Act and the Ordinance; and

WHEREAS, the Special Taxes being levied hereunder are at the rate or at a lower rate than provided by the Ordinance.

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of the Capistrano Unified School District, acting in its capacity as the legislative body of the Community Facilities District No. 2005-1, does hereby resolve, determine, and order as follows:

Section 1. The above recitals are true and correct.

Section 2. The Special Tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

Section 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within CFD No. 2005-1, which are not otherwise exempt from taxation under the Act or the Ordinance, or from and after the date of Resolution No. 1011-60, which are owned by a religious institution and used primarily as a place of worship, the Special Taxes for Fiscal Year 2013-2014 at the tax rates set forth in the report prepared by David Taussig and Associates for CFD No. 2005-1 entitled “Capistrano Unified School District Community Facilities District Fiscal Year 2013-2014 Administration (“DTA 2013-2014 Administration Report”) submitted herewith. The DTA 2013-2014 Administration Report is on file at the District Office, and is by this reference herein incorporated, which sets forth rates that do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, the Deputy Superintendent, Business and Support Services of the District, or designee, may make any necessary modifications to these Special Taxes to correct any errors, omissions, or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Taxes applicable to any category of parcels.

Section 4. All of the collections of the Special Tax shall be used only as provided for in the Act and Resolution No. 0506-06. The Special Tax shall be levied only so long as needed to accomplish the purposes described in Resolution No. 0506-06.

Section 5. The Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes as such procedure may be modified by law or this Board from time to time.

Section 6. If and when Bonds are issued or such Special Taxes are pledged as to Bonds issued as a cumulative remedy, if any amount levied as a Special Tax for payment of Bond interest or principal, together with any penalties and other charges accruing under this Resolution, are not paid when due, the Board may, not later than four years after the due date of the last installment of principal on the Bonds, order that the same be collected by an action

brought in the superior court to foreclose the lien of such Special Tax. The Deputy Superintendent, Business and Support Services of the District, is authorized to pursue collection thereof and to commence such proceedings consistent with the Act and the applicable provisions of any Bonds issued on behalf of CFD No. 2005-1.

Section 7. The actions of District staff heretofore taken in order to obtain consent from the Orange County Auditor-Controller to a later filing date are hereby ratified and the Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Orange County Auditor-Controller, together with other supporting documentation as may be required to place said Special Taxes on the secured property tax roll for Fiscal Year 2013-2014 on or before August 20, 2013, or other duly authorized date, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

ADOPTED, SIGNED AND APPROVED this 14th day of August, 2013.

BOARD OF TRUSTEES OF THE CAPISTRANO
UNIFIED SCHOOL DISTRICT ACTING AS THE
LEGISLATIVE BODY OF COMMUNITY
FACILITIES DISTRICT NO. 2005-1 OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT
(WHISPERING HILLS)

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

By: _____
Anna Bryson, Clerk of the Board of Trustees
of the Capistrano Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Anna Bryson, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District at a meeting of the Board of Trustees held on the 14th day of August, 2013, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Anna Bryson, Clerk of the Board of Trustees
of the Capistrano Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Anna Bryson, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Board of Trustees of the Capistrano Unified School District at a regular meeting of said Board held on the 14th day of August, 2013.

Anna Bryson, Clerk of the Board of Trustees of the
Capistrano Unified School District

LIMITED USE LICENSE
Capistrano Unified School District
Arroyo Vista School
(July, 2009 Version)

This Limited Use License (the "License") is made this 27th day of **August, 2013**, by and between RANCHO SANTA MARGARITA LANDSCAPE AND RECREATION CORPORATION, a California Non-profit Mutual Benefit Corporation, (hereinafter "SAMLARC") and the CAPISTRANO UNIFIED SCHOOL DISTRICT (hereinafter "DISTRICT"). As used herein, DISTRICT shall include the School District, its Governing Board, employees (both full and part time), volunteers, students and/or invitees.

RECITALS

A. SAMLARC is the owner of certain real property located in the County of Orange, State of California, described as Lot 4, Tract No. 13084, as per map filed in Book 618, Pages 43-48, inclusive of Miscellaneous Maps, located in the Official Records of the County of Orange (hereinafter the "Park") and more commonly known as Arroyo Vista Park (See Exhibit "A").

B. The Park is located within a planned community known as Rancho Santa Margarita and is maintained by SAMLARC. Members of the planned community pay monthly assessments to SAMLARC which are used in part for the upkeep, repair, improvements and maintenance of the Park.

C. The members and property of SAMLARC (including the Park) are subject to the Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded on April 24, 1986, as Instrument No. 86-162928 in the office of the Orange County Recorder (hereinafter "Declaration"). The Declaration provides that SAMLARC has the authority and the duty to maintain and manage the Park.

D. DISTRICT which defines "Elementary School" as Kindergarten through Fifth Grade, owns and operates an Elementary School, known as Arroyo Vista Elementary School ("School") adjacent to the Park. DISTRICT is desirous of utilizing the Park for limited Elementary School related Activities as set forth on Exhibit "B".

E. SAMLARC is willing to grant DISTRICT the right to use that portion of the Park shown on Exhibit "C" for limited Elementary School (K-5) related Activities, in accordance with the terms of this License.

EXHIBIT 29

THEREFORE, in order to provide limited access and use of the Park for Elementary School related Activities by DISTRICT and to establish the mechanism and procedures for the DISTRICT to pay a fair and reasonable expense associated with its use of the Park,

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1.00 Recitals Incorporated. The above RECITALS are an integral part of the License and are incorporated herein by this reference.

1.01 DISTRICT License to Enter and Use the Park. SAMLARC hereby grants to DISTRICT a non-exclusive license to enter upon and use, as limited and described herein the area of the Park shown on Exhibit "C", for the limited activity purposes set forth herein and for no other purpose, subject to DISTRICT's strict compliance with all the terms of this License; provided, that DISTRICT's use of the Park shall not unreasonably interfere with the reasonable use and enjoyment thereof by SAMLARC or any persons claiming the right to use the Park through, by or under SAMLARC. All such use of the Park pursuant to this License shall also be in accord with the Detailed Use Guidelines as shown on Exhibit "D" instituted by SAMLARC.

1.02 Purpose of DISTRICT License Use. It is hereby understood and agreed that DISTRICT shall have the limited right to enter upon and use the Park, for Elementary School related Activities, as shown and described on Exhibit "B", which are compatible and consistent with the improvements located upon those areas of the Park shown on Exhibit "C". Such use shall not include Physical Education classes, team sports practice and/or games, whether intramural or interschool, or any special events beyond those shown on Exhibit "B" without the prior written approval of SAMLARC.

1.03 Limitations on DISTRICT Right to Enter and Use. The limited rights of entry and use granted by this License to DISTRICT are: (a) limited to the specific purposes provided for herein; and (b) non-exclusive to the extent that other persons also have or will acquire non-exclusive rights for the use and enjoyment of the Park; (c) shall occur during the hours of 8:00 a.m. to 2:00 p.m. on Regular School Days only as described in Section 4.01 hereinbelow; and, (d) conditioned upon the obligation of DISTRICT to inspect the area(s) of the Park to be used by the Elementary School, prior to every use, to assure its suitability for such use. For purposes of this License, "Regular School Days" shall mean only those days when classes are held during the normal school year. "Regular School Days" shall not include: Federal and State holidays; in-service days; nor summer, winter or other vacation or break days. SAMLARC, except as otherwise specifically set forth herein, shall continue to exclusively control the management, improvements, maintenance, repair and restoration of the Park, which include the right to temporarily restrict access to the Park by DISTRICT, in the reasonable performance of such activities.

1.03.1 Nuisance. No activity within the Park allowed/sponsored/supported by DISTRICT, whether supervised by DISTRICT or not, may be or become a nuisance to other Park users, neighboring property owners or SAMLARC.

1.03.2 Vehicles. No vehicle access on, upon, over or into the Park is granted to DISTRICT by this License.

1.03.3 Animals. No right or permission to bring an animal or animals of any kind or type, on, upon, over or into the Park is granted to DISTRICT by this License.

1.03.4 Construction. No right or permission to construct, install, or erect any structure, device or other item, regardless of size, use or function, whether temporary or permanent on, upon, over or in the Park is granted to DISTRICT by this License.

1.04 Management. SAMLARC will retain the exclusive right to make management decisions concerning the use of the Park. This management right will include the right to establish, amend, implement and enforce reasonable rules and regulations for the use of the Park by its own members of the planned community, and DISTRICT. This management right includes but is not limited to the right to establish the level of maintenance of the Park.

2.01 Term. This License shall begin **September 9, 2013** and end on **June 24, 2014**. SAMLARC covenants and agrees not to sooner terminate the license granted hereby prior to the ending date specified herein provided DISTRICT has complied and continues to comply with all of the terms of this License, and is not in default under any of the terms and conditions hereof.

3.01 (Intentionally Left Blank)

3.02 Sharing of Expenses. DISTRICT hereby promises, covenants, agrees and commits to pay to SAMLARC the following expenses as a portion of the consideration for the grant of this license:

(a) A proportion of the annual costs and expense of operation and maintenance of the Park. This proportion of the cost will represent a share of the normal and regular operation, maintenance and repair expenses incurred by SAMLARC relative to the Park. These expenses specifically include the cost of operation and maintenance and repair of the DISTRICT use area shown on Exhibit "C" which are part of the license granted to DISTRICT. During the term of this License the amount of these normal costs and expenses payable by DISTRICT is agreed to be **\$5,000**.

(b) During the term of this License, DISTRICT shall be responsible for and pay any extraordinary expenses incurred and/or for any abnormal damage done to the Park by DISTRICT beyond the normal wear and tear experienced from everyday use by members of the

planned community. In determining the nature and the extent of any abnormal damage to the Park, SAMLARC's landscape contractor whose services are utilized by SAMLARC, shall make the final decision in determining the nature and extent of the abnormal damage. Any and all repair work occasioned by abnormal damage done to the Park by DISTRICT shall be done by SAMLARC's landscape contractor and shall be billed to DISTRICT. DISTRICT shall pay such billing within thirty (30) days of receipt.

(c) Such other expenses and costs as are mutually agreed upon in writing from time to time by SAMLARC and DISTRICT.

3.03 Payment Schedule Period. For this term, the DISTRICT share of annual costs and expenses under this License shall be billed to DISTRICT. Payment in full shall be due no later than **December 1, 2013**.

3.04 Late Charges and Interest. Any payment due hereunder which is paid more than fifteen (15) days after the due date, shall be subject to a 15% late charge which shall be due when levied. Additionally, any payment, including late charges, which is not paid within thirty (30) days of its due date shall be subject to interest at the rate of 12% per annum from the 30th day until the amount shall be paid in full.

3.05 Eliminating Damage to the Park. When an activity of DISTRICT is causing excessive damage to the Park, DISTRICT shall, at the written request of SAMLARC, discontinue such activity. In the alternative, DISTRICT may within thirty (30) days of any such request to discontinue by SAMLARC provide sufficient cash to repair the existing damage and to periodically repair the damage caused by the activity complained of together with a discontinuance of the activity periodically for a sufficient length of time for the repairs to be made by SAMLARC to the damaged areas of the Park. The amount of such cash and the frequency of such repairs shall be set by SAMLARC. SAMLARC agrees to give DISTRICT five (5) days written notice of such repair work and the need for DISTRICT to discontinue use of a portion of the Park prior to the repair commencing. Notwithstanding the above, should an emergency arise which requires immediate repair and/or restoration SAMLARC may make such repair and/or restoration with shorter notice or no notice at all to DISTRICT prior to commencing the repairs. SAMLARC agrees to use its best efforts to accommodate the School schedule in making such repairs.

4.01 Priority of Use. During all Regular School Days, and so long as DISTRICT is current in the payment of its obligations under this License and not otherwise in breach of this License, DISTRICT shall be entitled to a priority of use of the Park for the limited Elementary School related Activities, as shown and described on Exhibit "B", during the within specified times: 8:00 a.m. – 2:00 p.m., Monday through Friday, on Regular School Days. The District shall incorporate the Elementary School related Activities on the list of activities in the Monthly Calendar of Use specifying thereon the date, time and activity.

For purposes of this License, "Priority of Use" shall mean that:

(a) SAMLARC will not on Regular School Days schedule nor allow any other individual and/or group to reserve use of the Park as described in Sections 1.01 and 4.01 hereinabove as available for DISTRICT use, during the specified times set out in this Section; and,

(b) SAMLARC may notify the members of the planned community in writing of the times of the DISTRICT use of the Park and advise its members that DISTRICT is entitled to a priority of use. Such written notice need not be a direct mail notification to the owners/residents but may be included in the SAMLARC newsletter or on the SAMLARC website.

(c) It is understood and agreed that no use of the Park by DISTRICT shall change the ownership or nature of the Park to school property.

This language shall not require nor imply that SAMLARC can, nor will, patrol the Park nor remove its members, who may also be using the Park during DISTRICT's priority of use. DISTRICT shall have no right to use the Park for any purpose other than those Elementary School related Activities as shown and described on Exhibit "B", nor outside the Regular School Days and the times specifically provided herein unless they have secured the prior written consent from SAMLARC for a special event.

5.01 Special Events. Should DISTRICT desire to utilize the Park outside the Regular School Days and times specified herein, for a special event and/or in preparation for a special event, which is not listed on Exhibit "B" and which will necessitate the exclusive or priority use of the Park by DISTRICT in preparation and/or in the holding of the special event, then DISTRICT must secure the issuance of a Facilities Use Permit from SAMLARC for such extra use. If a Facilities Use Permit is issued/granted by SAMLARC, the provisions of this License will apply to such special event and/or preparation for a special event.

All special events and/or additional charges for the preparation for and/or the holding of the special event shall be set forth in the written permission granted by SAMLARC to DISTRICT and shall be due and payable prior to holding of the special event. The utilization of the Park by DISTRICT for the preparation and/or the holding, of any such special event, shall be DISTRICT's agreement to the payment of the special event charge and an acknowledgment of its reasonableness.

6.01 Capital Improvements to Park. Should DISTRICT desire to make any capital improvements to the Park, DISTRICT may do so only after having secured the prior written consent of the Board of Directors of SAMLARC. All expenses associated with the capital improvement must be borne by DISTRICT exclusively unless SAMLARC agrees to share in the

expense. Any such agreement to share in the expense for a capital improvement desired by DISTRICT must be in writing and signed by SAMLARC.

6.02 Limitation on Repairs. DISTRICT shall make no repair(s) to the Park without the prior written consent of SAMLARC except and unless such repairs are of an emergency nature.

7.01 Vandalism. Where vandalism occurs in, on or to the Park during the Regular School Day or during a special event the cost of the repair and restoration necessitated by the vandalism shall be borne by DISTRICT exclusively if the perpetrators are known to be employees, staff, or students of DISTRICT or their guests, invitees and/or agents. Otherwise, the cost of the repair and restoration necessitated by the vandalism shall be shared by DISTRICT and SAMLARC.

7.02 Liability Insurance. DISTRICT shall provide a policy of general liability insurance in a form, and on such terms as approved by SAMLARC.

This liability policy shall provide coverage for any property damage, bodily injury, personal injury and/or death which occurs on property of the DISTRICT and for DISTRICT'S use of the Park.

This insurance policy will be primary and non-contributory as to any SAMLARC owned policies, and SAMLARC requests the right to be notified if there is any termination, cancellation, or non-renewal of that policy.

This policy shall name SAMLARC (including all of its corporate directors, officers and volunteers) and Merit Property Management, Inc. (herein "Merit") as additional insureds. This liability policy shall not permit nor require any contribution from SAMLARC nor any SAMLARC policy of insurance which might also cover the Park. The policy limits shall be at least \$3,000,000 per person, per occurrence in its limits.

7.03 Proof of Insurance. DISTRICT shall provide written evidence of current insurance to SAMLARC no later than October 1, 2013. Any insurance renewal shall meet the requirements of this License. Proof of such insurance shall be sent to SAMLARC 22342-A, Avenida Empresa, suite 102A, Rancho Santa Margarita, CA 92688.

7.04 Indemnification, Release, Waiver, Covenant Not to Sue; Bond.

Claims arising from the use of the Park:

DISTRICT hereby agrees to indemnify and hold SAMLARC and its managing agent, their agents, employees, directors, officers, and volunteers free and harmless from all liability from whatever source for any and all injuries, damages, suits, actions, claims, liens, losses and/or demands arising from or as a result of the negligence of DISTRICT in the use of

the Park pursuant to this License. This indemnity will not extend to claims arising from the sole negligence or sole willful misconduct or gross negligence of SAMLARC.

SAMLARC hereby expressly agrees to indemnify and hold DISTRICT free and harmless from all liability from whatever source for any and all injuries, damages, suits, actions, claims, liens, losses and/or demands arising from or as a result of the sole negligence, willful misconduct or gross negligence of SAMLARC in connection with the management, operation and maintenance of the Park. This indemnity will not extend to claims arising from the sole negligence or sole willful misconduct or gross negligence of DISTRICT.

DISTRICT hereby agrees to indemnify and hold SAMLARC and its managing agent, their agents, employees, directors, officers, and volunteers free and harmless from all liability from whatever source for any and all injuries, damages, suits, actions, claims, liens, losses and/or demands arising from acts and omissions of DISTRICT, its contractors, agents, employees, directors, officers and volunteers and/or conditions of DISTRICT property.

These indemnity provisions shall extend to claims occurring after this License is terminated as well as while it is in force. DISTRICT and SAMLARC agree that if any action is brought by one against the other to enforce the terms of this License, then the prevailing party in such action shall be entitled to recover from the other party thereto all reasonable attorney's fees and costs of such suit, as determined and ordered by the court.

All other claims:

SAMLARC as used in the provisions relating to indemnity, release, waiver and Covenant Not to Sue shall mean and refer to SAMLARC, its agents, representatives, contractors, advisors, insurers, servants, attorneys, managing agent (which at the time of this agreement is Merit Property Management.)

DISTRICT shall indemnify, defend and hold SAMLARC harmless from all claims, actions, damages, to the fullest extent possible arising out of, relating to or in any manner connected with the DISTRICT'S property (including but not limited to DISTRICT'S ownership, control or possession), operations, contracts, and functions.

The DISTRICT shall timely advance and pay all fees and costs including expenses of investigations, experts, witnesses, service of process, court reporter, and filing fees, and all attorney fees as they are submitted by SAMLARC. SAMLARC shall have the right without consulting DISTRICT to engage any witnesses, experts, inspectors, consultants, and attorneys, legal assistants, and legal professionals SAMLARC in its sole discretion determines to be necessary and on terms and conditions as SAMLARC shall decide and agree in its sole

discretion in order to defend, represent, protect, advise, and consult with SAMLARC arising out of, relating to or in any manner connected with the indemnity, and defense of SAMLARC as provided herein.

Prior to commencement of any use by DISTRICT of the Park, DISTRICT shall name SAMLARC, its agents, and managing agent as provided herein, DISTRICT as additional insureds under the DISTRICT's liability policy. In the event DISTRICT is unable to name SAMLARC, its agents and managing agent as additional insureds under DISTRICT's liability insurance policy, DISTRICT shall pay for a liability insurance policy naming SAMLARC, its agents and managing agent as insureds on terms and conditions and in such amounts as may be acceptable to and approved by SAMLARC. DISTRICT's obligation to defend, hold harmless and indemnify SAMLARC as specified in this Limited Use License Agreement will continue and remain regardless of whether DISTRICT names SAMLARC, its agents, and managing agent as additional insureds under the DISTRICT's liability policy or whether DISTRICT pays for a liability policy insuring SAMLARC, its agents, and managing agent as specified herein.

Except as to claims arising out of the use of the Park, The DISTRICT releases SAMLARC from any and all claims, damages, actions resulting from, concerning, arising out of, related to SAMLARC's management, repair, maintenance, ownership, possession or control of property (real and personal) operations, contracts, and functions . This release applies to claims, damages or actions that arise, occur or accrue before this agreement and at all times thereafter.

Waiver of Civil Code Section 1542:

The DISTRICT hereby expressly waives all rights, claims, actions, against SAMLARC generally and under Civil Code Section 1542, which provides:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

This general and specific waiver and release waives all claims that could possibly arise out of SAMLARC's management, repair, maintenance, ownership, possession or control of property (real and personal) operations, contracts, and functions.

Covenant Not to Sue:

The DISTRICT agrees and covenants never to sue or otherwise seek any dispute resolution process against SAMLARC for any claims, damages, actions, remedies, rights, privileges or expectations, or for any indemnity, contribution, apportionment, equitable, legal or otherwise arising out of the Districts property(including but not limited to DISTRICT'S ownership, control or possession), operations, contracts, and functions.

The DISTRICT also agrees and covenants never to sue or otherwise seek any dispute resolution process against SAMLARC for any claims, damages, actions, remedies, rights, privileges or expectations, or for any indemnity, contribution, apportionment, equitable, legal or otherwise that could possibly arise out of SAMLARC's management, repair, maintenance, ownership, possession or control of property (real and personal) and/or SAMLARC's operations, contracts, and functions.

8.01 Supervision. DISTRICT agrees to provide the same standard and level of supervision of the students within the Park as is provided within the School grounds. DISTRICT shall exercise such control as is necessary to avoid damage to the Park, its landscaping and improvements and/or injury to persons using the Park.

8.02 Rest Room Use. The Park rest rooms are to remain locked at all times and are not to be used by DISTRICT.

8.03 (a) (Intentionally Left Blank)

(b) Park Use Closure Due to Inclement Weather. SAMLARC reserves the right to close any SAMLARC field due to inclement weather. During inclement weather, DISTRICT shall be responsible for obtaining, and abiding by, the Open or Closed decision as posted on the SAMLARC "Mud Line". SAMLARC will make the final decision regarding closures, in its sole and absolute discretion.

The Mud Line number is (949) 448-6217. Park conditions will be posted on this line no later than 7:30 a.m. of the applicable Regular School Day, Monday through Friday. Conditions will be posted earlier as the nature of the inclement weather dictates.

9.01 DISTRICT Contact Person. DISTRICT shall provide the name, address and phone number of an individual who will act as the contact person on behalf of DISTRICT. This contact person must have the authority to act and make decisions on behalf of DISTRICT for all purposes relating to the usage of the Park. The information about the contact person shall be updated as necessary by written notice to SAMLARC. The DISTRICT contact person is:

Clark Hampton, Deputy Superintendent, 33122 Valle Road, San Juan Capistrano, CA 92675-4792, (949) 234-9200.

9.02 SAMLARC Contact Person. SAMLARC shall provide the name, address and phone number of a person for DISTRICT to contact in order to make inquiries and provide information and assurances. The information about the contact person shall be updated as necessary by written notice to DISTRICT. The initial SAMLARC contact person is: **Candice Fullenkamp, Community Executive Officer, First Service Residential, 22342 Avenida Empresa, Suite 102-A Rancho Santa Margarita, California 92688 Direct: 949-709-0015 candice.fullenkamp@FSResidential.com.**

9.03 Communication. In recognition of the need to resolve problems quickly and because of the proximity of the Park, the School and the homes of the SAMLARC members, DISTRICT and SAMLARC agree to promptly respond to all communications (whether written, or oral, by mail or electronic) within twenty (20) calendar days of sending by the other party. Should follow-up (whether written or oral) communication be required, such follow-up will be completed within thirty (30) calendar days of the other parties' prior communication. Both party's to this License agree to use their best efforts to resolve any problems which arise (whether related to this License or otherwise) as quickly as possible. Failure by either party to promptly communicate with one another shall be a breach of this License.

10.01 Breach. In addition to causes or reasons described hereinabove, the following shall be deemed a breach of the within License.

(a) The failure to pay any sum levied by SAMLARC within thirty (30) days of its due date;

(b) The late payment of any two billings within any twelve (12) month period. This Section is intended to include levied annual costs, expenses, late charges, and/or unpaid interest that may be late from a prior and/or subsequent License period as well as any of those which may be levied during the terms of this License.

(c) The failure by SAMLARC or DISTRICT to fulfill any non-monetary obligation and/or promise made and/or undertaken hereunder where such failure continues more than thirty (30) days after written notice thereof is given.

(d) The failure of SAMLARC to provide priority use of that portion of the Park covered by this License.

11.01 Assignability. Neither SAMLARC nor DISTRICT may assign this License or any of the rights or obligations hereunder without the express written consent of both of the parties to this License.

11.02 Waiver of Rights and Obligations. No waiver of any right or obligation provided or required under this License, may be effective unless executed in writing by the party relinquishing the right or excusing the obligation. Any such waiver of a right or obligation under this License shall be limited to the specific right or obligation set out in the written waiver and shall not be considered to have waived any other section or sections of this License that are not specifically set forth in the written waiver.

11.03 Applicable Laws. This License shall be interpreted, construed, enforced and governed by the laws of the State of California.

11.04 Recording Not Permitted. Neither party to this License may record either this document or a purported summary of this document without the express written consent of the other.

11.05 Entire Agreement. The written expression of this License contains the entire understanding of the parties hereto with respect to this License. No statements, promises or understandings of any kind not contained herein were made to or by either of the parties thereto unless expressly set forth within this License. All exhibits which are referenced herein (Exhibits "A" through "D") are hereby incorporated into this License as though fully set forth herein.

11.06 Modification. No supplement, modification or amendment to this License may be made unless contained within a written expression of such modification, supplement or amendment signed by both of the parties to this License.

11.07 Attorney's Fees. Should it be necessary to file an action at law or in equity to interpret and/or enforce the provisions of this License, the prevailing party shall be entitled to reasonable attorney's fees together with the costs of the suit, if so ordered by the Court.

11.08 Representation of Authority. Each party hereto warrants and represents that all of the actions, steps and/or resolutions necessary to empower the signer to make and enter into this License by and on behalf of each of the parties hereto has been fully and faithfully taken so as to authorize and bind each of the respective parties to this License.

11.09 Mediation Prior to Litigation. Each party to this License agrees that prior to any litigation brought to enforce any term of this License, the Parties will first make a reasonable attempt to mediate the dispute through non-binding mediation.

The Association:

**RANCHO SANTA MARGARITA
LANDSCAPE AND RECREATION
CORPORATION**

By: _____
Donald S. Chadd, President

By: _____
Vicki Hoff, Secretary

Date: _____

Address: 22342-A, Avenida Empresa, Suite 102 – A
Rancho Santa Margarita, CA 92688

Phone: 949/709-0015

Fax: 949/589-6603

Contact Person: Candice Fullenkamp

Email: candice.fullenkamp@FSResidential.com

The District:

Capistrano Unified School District

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

Date: _____

Address: 33122 Valle Road
San Juan Capistrano, CA 92675-4792

Phone: 949-234-9449

Contact Person: Debbie Pulido, Executive
Secretary, Business and Support Services
Capistrano Unified School District

949-234-9526

949-493-3728 Fax

Email: dpulido@capousd.org

Exhibits A-D follows this page

G:\SAMLARC\04 Contracts\Templates\2009 Templates\July 2009 Updated Templates\12 12 District LULAs 090714.doc

SAMLARC Property
 Tract No. 13084
 Lot 4
 Arroyo Vista Park
 8.409 Acres

Tract No. 13084
 Lot F
 Slope behind Lot 3
 0.921 Acres
 Not a part of Arroyo Vista Park but subject
 to the Agreement provisions relating to the
 release and covenant not to sue SAMLARC
 by the District.

Arroyo Vista School
 Tract No. 13084
 Lot 3

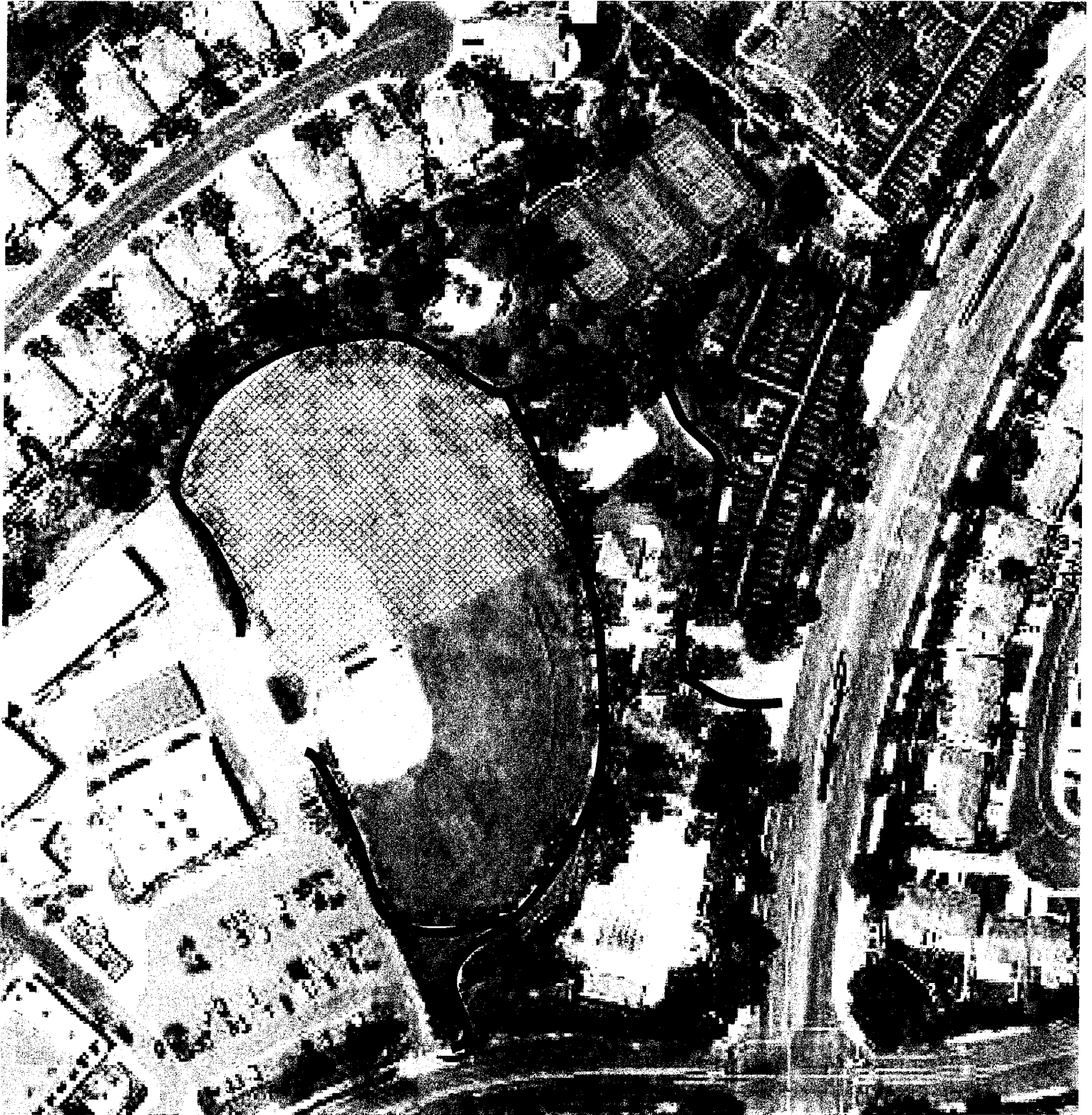
Labels on map: LAS MEJAS, CHARCA, ARROYO VISTA, BANDERAS.


EXHIBIT B

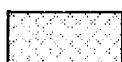
ARROYO VISTA ELEMENTARY SCHOOL ESTIMATED USE OF PARK 2013-2014

Grade	Number of Students (Approximate)	Activities	Time Frame
Kindergarten	100	Teddy Bear Picnic (one time in spring)	90 Minutes a.m. 90 Minutes p.m.
Grade 1	100	Bug Hunt (twice in September) Kickball (2days per week – one month in spring) End of Year Party (June)	2.5 Hours
Grade 2	120	One Activity (spring)	2.5 Hours
Grade 3	100	Kickball (twice a month or less)	30 Minutes
Grade 4	125	Kickball (once a week, one ball field) Gold Rush Days (spring) Junior Olympics (spring activity with fifth grade)	60 Minutes 1 School Day 4 School Days
Grade 5	135	Daily Activities – run around perimeter Softball/Kickball/Field Activities- (two days per week, one ball field) Colonial Day (one time activity in February or April) Junior Olympics – (spring activity with fourth grade) Softball: Staff vs. 5 th Grade – June (one time activity) Softball Practice for above game (one month prior, three times a week approximately 20 students) Year-end 5 th Grade Celebration (one day)	2 School Days 4 School Days

EXHIBIT C
SAMLARC/Arroyo Vista School LULA



 School Fitness Route

 School Use Area



Detailed Use Guidelines – Sports Fields

- **No. 8 – Preventive Maintenance – Soccer/Football Practices**
- **No. 9 - Inclement Weather Sports Field Close Down**
- **No. 16 – One-Time Use of Sports Fields**



Detailed Use Guidelines – Sports Fields

No. 8 – Preventive Maintenance – Soccer/Football Practices

This section describes the permit holder's obligation and responsibility for practicing preventative maintenance at all practice sessions held on SAMLARC soccer or football Park Sports Fields.

1. The permanent game goals must not be used during practices in order to prevent goal mount turf destruction.
2. Alternate goal systems must be employed in other non-game goal-mount areas. Alternate systems include cones, portable goals, etc.
3. Set drills must be practiced both in different, alternating areas and, purposely away from visibly "worn" turf areas.
4. No vehicles or other heavy equipment of any type is allowed on park turf surfaces.
5. The Use Guideline No. 9 - Inclement Weather Park Shut Down must be adhered to for inclement weather conditions.



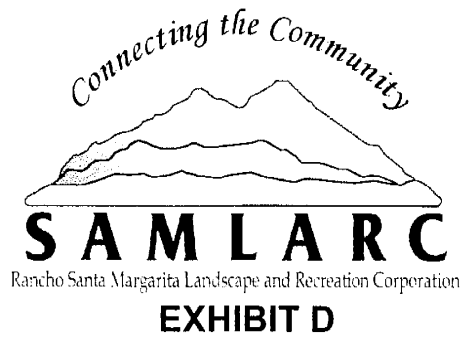
Detailed Use Guidelines – Sports Fields

No. 9 - Inclement Weather Sports Field Close Down

SAMLARC reserves the right to close any SAMLARC Park Area and/or Park Sports Field due to inclement weather. The SAMLARC Parks Use Manager will make the final decision regarding closures, in his/or hers sole and absolute discretion.

The following Sports Field closure policy and criteria will be used, and must be followed by any and all organizations using SAMLARC Parks and Parks Sports Fields. The purpose of this policy and criteria is to encourage each organization and its members to develop a sense of responsibility towards protecting the Sports Fields.

1. SAMLARC has established a phone call-in “Mud Line” for posting information regarding Sports Field playability. Field closure status should not be obtained from any other source. However, the “message” will be sent to all those affected. Also, the “message” will be posted on the SAMLARC web site.
 - a. The “Mud Line” number is: 949-448-6217
 - b. Field conditions will be posted no later than 1PM of each day, Monday through Friday.
 - c. Weekend conditions will be posted no later than 5pm on Friday.
2. It will be the Parks Use Manager’s duty to inspect Sports Field during, after, or pending inclement weather.
3. If it is determined that Sports Field(s) should be closed and is so posted on the “Mud Line”, “Field Closed” signs will be put on closed field(s). It then becomes the user’s responsibility to obtain, disseminate, and assure compliance with, the Mud Line-posted playability instructions.
4. Field closures decisions shall be based on the following:
 - a. No practices or games may take place while rain is in progress. Use can be resumed at the discretion of the on-site official in charge.
 - b. There is no automatic hours-of-rain shut down. Each day, each park, each field will be considered separately in the sole and exclusive discretion of the SAMLARC Park Use Manager with inputs from the Landscape Contractor.
 - c. Park Sports Fields may be closed for multiple days as deemed necessary by current inclement weather conditions.
 - d. Closure of specific Sports Field types shall be determined using (principally but not exclusively) the following criteria:



Detailed Use Guidelines – Sports Fields

- (1) Brick dust ball diamonds - (softball or baseball). If the brick dust is muddy and/or slippery, preventing sure-footed running or proper consistent ball bounce, then the diamond will be closed for play. The determining factor: Infield play integrity and safety.
 - (2) Grass/Turf field- (soccer or football). If the water has collected on established grass, or if bare ground is muddy and slippery, or if partially established grass is soft due to rains - the grass field will be closed for play. The determining factor: Destruction of turf, and safe play integrity.
 - (3) Rule of Thumb. If a brick dust ball diamond is not playable due to the criteria listed above, the outfield grass of that diamond (used for soccer or football) is not playable.
5. The above policy and criteria does not preclude any user organization from stopping use on their own during inclement weather conditions. If the weather conditions do not warrant a "Field Closed" decision prior to the "mud Line" posting times (1:00pm weekdays, 5:00pm Fridays), the user organization has the ability and responsibility to subsequently make decisions based on the criteria above. Failure to do so may result in loss of permit use authorization. The mudline message will reflect this requirement.

This especially applies to weekend use where posting is done Friday evenings. User organizations are encouraged to develop their own weekend game-day rainout procedures for closing fields.



Detailed Use Guidelines – Sports Fields

No. 16 – One-Time Use of Sports Fields

This Guideline provides the specific instructions to follow for Priority IV groups when using SAMLARC Sports Field facilities. These include baseball, softball, and soccer fields; and, basketball and volleyball courts. All Detailed Use Guidelines are ancillary to the general SAMLARC Policies and Guidelines, Section V.A., I., and J.

1. Use of a snack bar or amplified sound is not permitted.
2. No additional equipment, modifications, prepping, signage, banner postings, dugout covers, bleachers, platforms, etc., are to be made, kept, displayed, or brought on, to the park Sports Fields or courts. The permitted area must be used as is.
3. The permittee is responsible for insuring that all sports equipment used during the use of this permit is used as instructed by the equipment manufacturer.
4. No cars or trucks are allowed on the park.
5. Hitting baseballs or softballs against any backstop or side fencing is not allowed.
6. If night lighting is permitted, SAMLARC shall be solely responsible for setting of lights ON and OFF.
7. It is the responsibility of permittee to call "Mud Line" (949-448-6217) to determine if fields are open for use during inclement weather conditions. Permittee must abide by the decision posted.
8. Any in-use malfunctions (lights, circuit breakers, and sprinklers) must be reported to SAMLARC immediately and handled as determined by SAMLARC personnel. Permittee shall not attempt to correct the malfunction.
9. Any Sports Field irregularities such as loose bases, exposed plate edges, etc., should be reported to the SAMLARC Park Use Manager immediately.
10. Any unusual problem that requires immediate notification of police or fire department is responsibility of permittee. The SAMLARC Parks Use Manager should be notified within 24 hours.
12. At the conclusion of use, the area used must be cleaned up. The criterion is that the park must look as though no one had been there.
13. All trash must be deposited in the trash receptacles located throughout the park site.
14. If receptacles are full, trash is to be put in tightly secured trash bags to be supplied by the permittee and placed next to any trash receptacle for pickup.

LIMITED USE LICENSE
Capistrano Unified School District
Tijeras Creek School
(July, 2009 Version)

This Limited Use License (the "License") is made this 27th day of **August 2013**, by and between RANCHO SANTA MARGARITA LANDSCAPE AND RECREATION CORPORATION, a California Non-profit Mutual Benefit Corporation, (hereinafter "SAMLARC") and the CAPISTRANO UNIFIED SCHOOL DISTRICT (hereinafter "DISTRICT"). As used herein, DISTRICT shall include the School District, its Governing Board, employees (both full and part time), volunteers, students and/or invitees.

RECITALS

A. SAMLARC is the owner of certain real property located in the County of Orange, State of California, described as: **Tijeras Creek**: Parcel 2 of LL 99-039, Tract No. 15869, filed for record as Instrument 2000-0639174 in the Official Records of the County of Orange (hereinafter the "Park") and more commonly known as Tijeras Creek Park (See Exhibit "A").

B. The Park is located within a planned community known as Rancho Santa Margarita and is maintained by SAMLARC. Members of the planned community pay monthly assessments to SAMLARC which are used in part for the upkeep, repair, improvements and maintenance of the Park.

C. The members and property of SAMLARC (including the Park) are subject to the Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded on April 24, 1986, as Instrument No. 86-162928 in the office of the Orange County Recorder (hereinafter "Declaration"). The Declaration provides that SAMLARC has the authority and the duty to maintain and manage the Park.

D. DISTRICT which defines "Elementary School" as Kindergarten through Fifth Grade, owns and operates an Elementary School, known as Tijeras Creek Elementary School ("School") adjacent to the Park. DISTRICT is desirous of utilizing the Park for limited Elementary School related Activities as set forth on Exhibit "B".

E. SAMLARC is willing to grant DISTRICT the right to use that portion of the Park shown on Exhibit "C" for limited Elementary School (K-5) related Activities, in accordance with the terms of this License.

EXHIBIT 30

Page 1 of 20

k Limited Use License Agreement
August 27, 2013
Page 1 of 12

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THEREFORE, in order to provide limited access and use of the Park for Elementary School related Activities by DISTRICT and to establish the mechanism and procedures for the DISTRICT to pay a fair and reasonable expense associated with its use of the Park,

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1.00 Recitals Incorporated. The above RECITALS are an integral part of the License and are incorporated herein by this reference.

1.01 DISTRICT License to Enter and Use the Park. SAMLARC hereby grants to DISTRICT a non-exclusive license to enter upon and use, as limited and described herein the area of the Park shown on Exhibit "C", for the limited activity purposes set forth herein and for no other purpose, subject to DISTRICT's strict compliance with all the terms of this License; provided, that DISTRICT's use of the Park shall not unreasonably interfere with the reasonable use and enjoyment thereof by SAMLARC or any persons claiming the right to use the Park through, by or under SAMLARC. All such use of the Park pursuant to this License shall also be in accord with the Detailed Use Guidelines as shown on Exhibit "D" instituted by SAMLARC.

1.02 Purpose of DISTRICT License Use. It is hereby understood and agreed that DISTRICT shall have the limited right to enter upon and use the Park, for Elementary School related Activities, as shown and described on Exhibit "B", which are compatible and consistent with the improvements located upon those areas of the Park shown on Exhibit "C". Such use shall not include Physical Education classes, team sports practice and/or games, whether intramural or interschool, or any special events beyond those shown on Exhibit "B" without the prior written approval of SAMLARC.

1.03 Limitations on DISTRICT Right to Enter and Use. The limited rights of entry and use granted by this License to DISTRICT are: (a) limited to the specific purposes provided for herein; and (b) non-exclusive to the extent that other persons also have or will acquire non-exclusive rights for the use and enjoyment of the Park; (c) shall occur during the hours of 8:00 a.m. to 2:00 p.m. on Regular School Days only as described in Section 4.01 hereinbelow; and, (d) conditioned upon the obligation of DISTRICT to inspect the area(s) of the Park to be used by the Elementary School, prior to every use, to assure its suitability for such use. For purposes of this License, "Regular School Days" shall mean only those days when classes are held during the normal school year. "Regular School Days" shall not include: Federal and State holidays; in-service days; nor summer, winter or other vacation or break days. SAMLARC, except as otherwise specifically set forth herein, shall continue to exclusively control the management, improvements, maintenance, repair and restoration of the Park, which include the right to temporarily restrict access to the Park by DISTRICT, in the reasonable performance of such activities.

1.03.1 Nuisance. No activity within the Park allowed/sponsored/supported by DISTRICT, whether supervised by DISTRICT or not, may be or become a nuisance to other Park users, neighboring property owners or SAMLARC.

1.03.2 Vehicles. No vehicle access on, upon, over or into the Park is granted to DISTRICT by this License.

1.03.3 Animals. No right or permission to bring an animal or animals of any kind or type, on, upon, over or into the Park is granted to DISTRICT by this License.

1.03.4 Construction. No right or permission to construct, install, or erect any structure, device or other item, regardless of size, use or function, whether temporary or permanent on, upon, over or in the Park is granted to DISTRICT by this License.

1.04 Management. SAMLARC will retain the exclusive right to make management decisions concerning the use of the Park. This management right will include the right to establish, amend, implement and enforce reasonable rules and regulations for the use of the Park by its own members of the planned community, and DISTRICT. This management right includes but is not limited to the right to establish the level of maintenance of the Park.

1.05 SAMLARC License to Use District Dumpster. DISTRICT hereby grants to SAMLARC a non-exclusive license to use the District dumpster for the purpose of providing Sports League access for disposal of trash generated at Park.

2.01 Term. This License shall begin **September 9, 2013** and end on **June 24, 2014**. SAMLARC covenants and agrees not to sooner terminate the license granted hereby prior to the ending date specified herein provided DISTRICT has complied and continues to comply with all of the terms of this License, and is not in default under any of the terms and conditions hereof.

3.01 (Intentionally Left Blank)

3.02 Sharing of Expenses. DISTRICT hereby promises, covenants, agrees and commits to pay to SAMLARC the following expenses as a portion of the consideration for the grant of this license:

(a) A proportion of the annual costs and expense of operation and maintenance of the Park. This proportion of the cost will represent a share of the normal and regular operation, maintenance and repair expenses incurred by SAMLARC relative to the Park. These expenses specifically include the cost of operation and maintenance and repair of the DISTRICT use area shown on Exhibit "C" which are part of the license granted to DISTRICT. During the term of this

License the amount of these normal costs and expenses payable by DISTRICT is agreed to be \$8,900.

(b) During the term of this License, DISTRICT shall be responsible for and pay any extraordinary expenses incurred and/or for any abnormal damage done to the Park by DISTRICT beyond the normal wear and tear experienced from everyday use by members of the planned community. In determining the nature and the extent of any abnormal damage to the Park, SAMLARC's landscape contractor whose services are utilized by SAMLARC, shall make the final decision in determining the nature and extent of the abnormal damage. Any and all repair work occasioned by abnormal damage done to the Park by DISTRICT shall be done by SAMLARC's landscape contractor and shall be billed to DISTRICT. DISTRICT shall pay such billing within thirty (30) days of receipt.

(c) Such other expenses and costs as are mutually agreed upon in writing from time to time by SAMLARC and DISTRICT.

3.03 Payment Schedule Period. For this term, the DISTRICT share of annual costs and expenses under this License shall be billed to DISTRICT. Payment in full shall be due no later than December 1, 2013.

3.04 Late Charges and Interest. Any payment due hereunder which is paid more than fifteen (15) days after the due date, shall be subject to a 15% late charge which shall be due when levied. Additionally, any payment, including late charges, which is not paid within thirty (30) days of its due date shall be subject to interest at the rate of 12% per annum from the 30th day until the amount shall be paid in full.

3.05 Eliminating Damage to the Park. When an activity of DISTRICT is causing excessive damage to the Park, DISTRICT shall, at the written request of SAMLARC, discontinue such activity. In the alternative, DISTRICT may within thirty (30) days of any such request to discontinue by SAMLARC provide sufficient cash to repair the existing damage and to periodically repair the damage caused by the activity complained of together with a discontinuance of the activity periodically for a sufficient length of time for the repairs to be made by SAMLARC to the damaged areas of the Park. The amount of such cash and the frequency of such repairs shall be set by SAMLARC. SAMLARC agrees to give DISTRICT five (5) days written notice of such repair work and the need for DISTRICT to discontinue use of a portion of the Park prior to the repair commencing. Notwithstanding the above, should an emergency arise which requires immediate repair and/or restoration SAMLARC may make such repair and/or restoration with shorter notice or no notice at all to DISTRICT prior to commencing the repairs. SAMLARC agrees to use its best efforts to accommodate the School schedule in making such repairs.

4.01 Priority of Use. During all Regular School Days, and so long as DISTRICT is current in the payment of its obligations under this License and not otherwise in breach of this License, DISTRICT shall be entitled to a priority of use of the Park for the limited Elementary School related Activities, as shown and described on Exhibit "B", during the within specified times: 8:00 a.m. – 2:00 p.m., Monday through Friday, on Regular School Days. The District shall incorporate the Elementary School related Activities on the list of activities in the Monthly Calendar of Use specifying thereon the date, time and activity.

For purposes of this License, "Priority of Use" shall mean that:

(a) SAMLARC will not on Regular School Days schedule nor allow any other individual and/or group to reserve use of the Park as described in Sections 1.01 and 4.01 hereinabove as available for DISTRICT use, during the specified times set out in this Section; and,

(b) SAMLARC may notify the members of the planned community in writing of the times of the DISTRICT use of the Park and advise its members that DISTRICT is entitled to a priority of use. Such written notice need not be a direct mail notification to the owners/residents but may be included in the SAMLARC newsletter or on the SAMLARC website.

(c) It is understood and agreed that no use of the Park by DISTRICT shall change the ownership or nature of the Park to school property.

This language shall not require nor imply that SAMLARC can, nor will, patrol the Park nor remove its members, who may also be using the Park during DISTRICT's priority of use. DISTRICT shall have no right to use the Park for any purpose other than those Elementary School related Activities as shown and described on Exhibit "B", nor outside the Regular School Days and the times specifically provided herein unless they have secured the prior written consent from SAMLARC for a special event.

5.01 Special Events. Should DISTRICT desire to utilize the Park outside the Regular School Days and times specified herein, for a special event and/or in preparation for a special event, which is not listed on Exhibit "B" and which will necessitate the exclusive or priority use of the Park by DISTRICT in preparation and/or in the holding of the special event, then DISTRICT must secure the issuance of a Facilities Use Permit from SAMLARC for such extra use. If a Facilities Use Permit is issued/granted by SAMLARC, the provisions of this License will apply to such special event and/or preparation for a special event.

All special events and/or additional charges for the preparation for and/or the holding of the special event shall be set forth in the written permission granted by SAMLARC to DISTRICT and shall be due and payable prior to holding of the special event. The utilization of the Park by

DISTRICT for the preparation and/or the holding, of any such special event, shall be DISTRICT's agreement to the payment of the special event charge and an acknowledgment of its reasonableness.

6.01 Capital Improvements to Park. Should DISTRICT desire to make any capital improvements to the Park, DISTRICT may do so only after having secured the prior written consent of the Board of Directors of SAMLARC. All expenses associated with the capital improvement must be borne by DISTRICT exclusively unless SAMLARC agrees to share in the expense. Any such agreement to share in the expense for a capital improvement desired by DISTRICT must be in writing and signed by SAMLARC.

6.02 Limitation on Repairs. DISTRICT shall make no repair(s) to the Park without the prior written consent of SAMLARC except and unless such repairs are of an emergency nature.

7.01 Vandalism. Where vandalism occurs in, on or to the Park during the Regular School Day or during a special event the cost of the repair and restoration necessitated by the vandalism shall be borne by DISTRICT exclusively if the perpetrators are known to be employees, staff, or students of DISTRICT or their guests, invitees and/or agents. Otherwise, the cost of the repair and restoration necessitated by the vandalism shall be shared by DISTRICT and SAMLARC.

7.02 Liability Insurance. DISTRICT shall provide a policy of general liability insurance in a form, and on such terms as approved by SAMLARC.

This liability policy shall provide coverage for any property damage, bodily injury, personal injury and/or death which occurs on property of the DISTRICT and for DISTRICT'S use of the Park.

This insurance policy will be primary and non-contributory as to any SAMLARC owned policies, and SAMLARC requests the right to be notified if there is any termination, cancellation, or non-renewal of that policy.

This policy shall name SAMLARC (including all of its corporate directors, officers and volunteers) and Merit Property Management, Inc. (herein "Merit") as additional insureds. This liability policy shall not permit nor require any contribution from SAMLARC nor any SAMLARC policy of insurance which might also cover the Park. The policy limits shall be at least \$3,000,000 per person, per occurrence in its limits.

7.03 Proof of Insurance. DISTRICT shall provide written evidence of current insurance to SAMLARC no later than October 1, 2012. Any insurance renewal shall meet the

requirements of this License. Proof of such insurance shall be sent to SAMLARC 22342-A, Avenida Empresa, suite 102A, Rancho Santa Margarita, CA 92688.

7.04 School Dumpster. SAMLARC shall be provided access for use of the school dumpster for purpose of allowing sports leagues to dispose of refuse.

7.05 Indemnification, Release, Waiver, Covenant Not to Sue; Bond Claims arising from the use of the Park:

DISTRICT hereby agrees to indemnify and hold SAMLARC and its managing agent, their agents, employees, directors, officers, and volunteers free and harmless from all liability from whatever source for any and all injuries, damages, suits, actions, claims, liens, losses and/or demands arising from or as a result of the negligence of DISTRICT in the use of the Park pursuant to this License. This indemnity will not extend to claims arising from the sole negligence or sole willful misconduct or gross negligence of SAMLARC.

SAMLARC hereby expressly agrees to indemnify and hold DISTRICT free and harmless from all liability from whatever source for any and all injuries, damages, suits, actions, claims, liens, losses and/or demands arising from or as a result of the sole negligence, willful misconduct or gross negligence of SAMLARC in connection with the management, operation and maintenance of the Park. This indemnity will not extend to claims arising from the sole negligence or sole willful misconduct or gross negligence of DISTRICT.

DISTRICT hereby agrees to indemnify and hold SAMLARC and its managing agent, their agents, employees, directors, officers, and volunteers free and harmless from all liability from whatever source for any and all injuries, damages, suits, actions, claims, liens, losses and/or demands arising from acts and omissions of DISTRICT, its contractors, agents, employees, directors, officers and volunteers and/or conditions of DISTRICT property.

These indemnity provisions shall extend to claims occurring after this License is terminated as well as while it is in force. DISTRICT and SAMLARC agree that if any action is brought by one against the other to enforce the terms of this License, then the prevailing party in such action shall be entitled to recover from the other party thereto all reasonable attorney's fees and costs of such suit, as determined and ordered by the court.

All other claims:

SAMLARC as used in the provisions relating to indemnity, release, waiver and Covenant Not to Sue shall mean and refer to SAMLARC, its agents, representatives, contractors, advisors, insurers, servants, attorneys, managing agent (which at the time of this agreement is Merit Property Management.)

DISTRICT shall indemnify, defend and hold SAMLARC harmless from all claims, actions, damages, to the fullest extent possible arising out of, relating to or in any manner connected with the DISTRICT'S property (including but not limited to DISTRICT'S ownership, control or possession), operations, contracts, and functions.

The DISTRICT shall timely advance and pay all fees and costs including expenses of investigations, experts, witnesses, service of process, court reporter, and filing fees, and all attorney fees as they are submitted by SAMLARC. SAMLARC shall have the right without consulting DISTRICT to engage any witnesses, experts, inspectors, consultants, and attorneys, legal assistants, and legal professionals SAMLARC in its sole discretion determines to be necessary and on terms and conditions as SAMLARC shall decide and agree in its sole discretion in order to defend, represent, protect, advise, and consult with SAMLARC arising out of, relating to or in any manner connected with the indemnity, and defense of SAMLARC as provided herein.

Prior to commencement of any use by DISTRICT of the Park, DISTRICT shall name SAMLARC, its agents, and managing agent as provided herein, DISTRICT as additional insureds under the DISTRICT's liability policy. In the event DISTRICT is unable to name SAMLARC, its agents and managing agent as additional insureds under DISTRICT's liability insurance policy, DISTRICT shall pay for a liability insurance policy naming SAMLARC, its agents and managing agent as insureds on terms and conditions and in such amounts as may be acceptable to and approved by SAMLARC. DISTRICT's obligation to defend, hold harmless and indemnify SAMLARC as specified in this Limited Use License Agreement will continue and remain regardless of whether DISTRICT names SAMLARC, its agents, and managing agent as additional insureds under the DISTRICT's liability policy or whether DISTRICT pays for a liability policy insuring SAMLARC, its agents, and managing agent as specified herein.

Except as to claims arising out of the use of the Park, The DISTRICT releases SAMLARC from any and all claims, damages, actions resulting from, concerning, arising out of, related to SAMLARC's management, repair, maintenance, ownership, possession or control of property (real and personal) operations, contracts, and functions . This release applies to claims, damages or actions that arise, occur or accrue before this agreement and at all times thereafter.

Waiver of Civil Code Section 1542:

The DISTRICT hereby expressly waives all rights, claims, actions, against SAMLARC generally and under Civil Code Section 1542, which provides:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

This general and specific waiver and release waives all claims that could possibly arise out of SAMLARC's management, repair, maintenance, ownership, possession or control of property (real and personal) operations, contracts, and functions.

Covenant Not to Sue:

The DISTRICT agrees and covenants never to sue or otherwise seek any dispute resolution process against SAMLARC for any claims, damages, actions, remedies, rights, privileges or expectations, or for any indemnity, contribution, apportionment, equitable, legal or otherwise arising out of the Districts property(including but not limited to DISTRICT'S ownership, control or possession), operations, contracts, and functions.

The DISTRICT also agrees and covenants never to sue or otherwise seek any dispute resolution process against SAMLARC for any claims, damages, actions, remedies, rights, privileges or expectations, or for any indemnity, contribution, apportionment, equitable, legal or otherwise that could possibly arise out of SAMLARC's management, repair, maintenance, ownership, possession or control of property (real and personal) and/or SAMLARC's operations, contracts, and functions.

8.01 Supervision. DISTRICT agrees to provide the same standard and level of supervision of the students within the Park as is provided within the School grounds. DISTRICT shall exercise such control as is necessary to avoid damage to the Park, its landscaping and improvements and/or injury to persons using the Park.

8.02 Rest Room Use. The Park rest rooms are to remain locked at all times and are not to be used by DISTRICT.

8.03 (a) (Intentionally Left Blank)

(b) Park Use Closure Due to Inclement Weather. SAMLARC reserves the right to close any SAMLARC field due to inclement weather. During inclement weather, DISTRICT shall be responsible for obtaining, and abiding by, the Open or Closed decision as posted on the SAMLARC "Mud Line". SAMLARC will make the final decision regarding closures, in its sole and absolute discretion.

The Mud Line number is (949) 448-6217. Park conditions will be posted on this line no later than 7:30 a.m. of the applicable Regular School Day, Monday through Friday. Conditions will be posted earlier as the nature of the inclement weather dictates.

9.01 DISTRICT Contact Person. DISTRICT shall provide the name, address and phone number of an individual who will act as the contact person on behalf of DISTRICT. This contact person must have the authority to act and make decisions on behalf of DISTRICT for all

purposes relating to the usage of the Park. The information about the contact person shall be updated as necessary by written notice to SAMLARC. The DISTRICT contact person is: **Clark Hampton, Deputy Superintendent, 33122 Valle Road, San Juan Capistrano, CA 92675-4792, (949) 234-9200.**

9.02 SAMLARC Contact Person. SAMLARC shall provide the name, address and phone number of a person for DISTRICT to contact in order to make inquiries and provide information and assurances. The information about the contact person shall be updated as necessary by written notice to DISTRICT. The initial SAMLARC contact person is: **Candice Fullenkamp, Community Executive Officer, First Service Residential, 22342 Avenida Empresa, Suite 102-A Rancho Santa Margarita, California 92688 Direct: 949-709-0015 candice.fullenkamp@FSResidential.com.**

9.03 Communication. In recognition of the need to resolve problems quickly and because of the proximity of the Park, the School and the homes of the SAMLARC members, DISTRICT and SAMLARC agree to promptly respond to all communications (whether written, or oral, by mail or electronic) within twenty (20) calendar days of sending by the other party. Should follow-up (whether written or oral) communication be required, such follow-up will be completed within thirty (30) calendar days of the other parties' prior communication. Both party's to this License agree to use their best efforts to resolve any problems which arise (whether related to this License or otherwise) as quickly as possible. Failure by either party to promptly communicate with one another shall be a breach of this License.

10.01 Breach. In addition to causes or reasons described hereinabove, the following shall be deemed a breach of the within License.

(a) The failure to pay any sum levied by SAMLARC within thirty (30) days of its due date;

(b) The late payment of any two billings within any twelve (12) month period. This Section is intended to include levied annual costs, expenses, late charges, and/or unpaid interest that may be late from a prior and/or subsequent License period as well as any of those which may be levied during the terms of this License.

(c) The failure by SAMLARC or DISTRICT to fulfill any non-monetary obligation and/or promise made and/or undertaken hereunder where such failure continues more than thirty (30) days after written notice thereof is given.

(d) The failure of SAMLARC to provide priority use of that portion of the Park covered by this License.

11.01 Assignability. Neither SAMLARC nor DISTRICT may assign this License or any of the rights or obligations hereunder without the express written consent of both of the parties to this License.

11.02 Waiver of Rights and Obligations. No waiver of any right or obligation provided or required under this License, may be effective unless executed in writing by the party relinquishing the right or excusing the obligation. Any such waiver of a right or obligation under this License shall be limited to the specific right or obligation set out in the written waiver and shall not be considered to have waived any other section or sections of this License that are not specifically set forth in the written waiver.

11.03 Applicable Laws. This License shall be interpreted, construed, enforced and governed by the laws of the State of California.

11.04 Recording Not Permitted. Neither party to this License may record either this document or a purported summary of this document without the express written consent of the other.

11.05 Entire Agreement. The written expression of this License contains the entire understanding of the parties hereto with respect to this License. No statements, promises or understandings of any kind not contained herein were made to or by either of the parties thereto unless expressly set forth within this License. All exhibits which are referenced herein (Exhibits "A" through "D") are hereby incorporated into this License as though fully set forth herein.

11.06 Modification. No supplement, modification or amendment to this License may be made unless contained within a written expression of such modification, supplement or amendment signed by both of the parties to this License.

11.07 Attorney's Fees. Should it be necessary to file an action at law or in equity to interpret and/or enforce the provisions of this License, the prevailing party shall be entitled to reasonable attorney's fees together with the costs of the suit, if so ordered by the Court.

11.08 Representation of Authority. Each party hereto warrants and represents that all of the actions, steps and/or resolutions necessary to empower the signer to make and enter into this License by and on behalf of each of the parties hereto has been fully and faithfully taken so as to authorize and bind each of the respective parties to this License.

11.09 Mediation Prior to Litigation. Each party to this License agrees that prior to any litigation brought to enforce any term of this License, the Parties will first make a reasonable attempt to mediate the dispute through non-binding mediation.

The Association:

**RANCHO SANTA MARGARITA
LANDSCAPE AND RECREATION
CORPORATION**

By: _____
Donald S. Chadd, President

By: _____
Vicki Hoff, Secretary

Date: _____

Address: 22342-A, Avenida Empresa, Suite 102 – A
Rancho Santa Margarita, CA 92688

Phone: 949/709-0015

Fax: 949/589-6603

Contact Person: Candice Fullenkamp

Email: candice.fullenkamp@FSResidential.com

The District:

Capistrano Unified School District

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

Date: _____

Address: 33122 Valle Road
San Juan Capistrano, CA 92675-4792

Phone: 949-234-9449

Contact Person: Debbie Pulido, Executive
Secretary, Business and Support Services
Capistrano Unified School District
949-234-9526

949-493-3728 Fax

Email: dpulido@capousd.org

Attach Exhibits A-D

EXHIBIT A

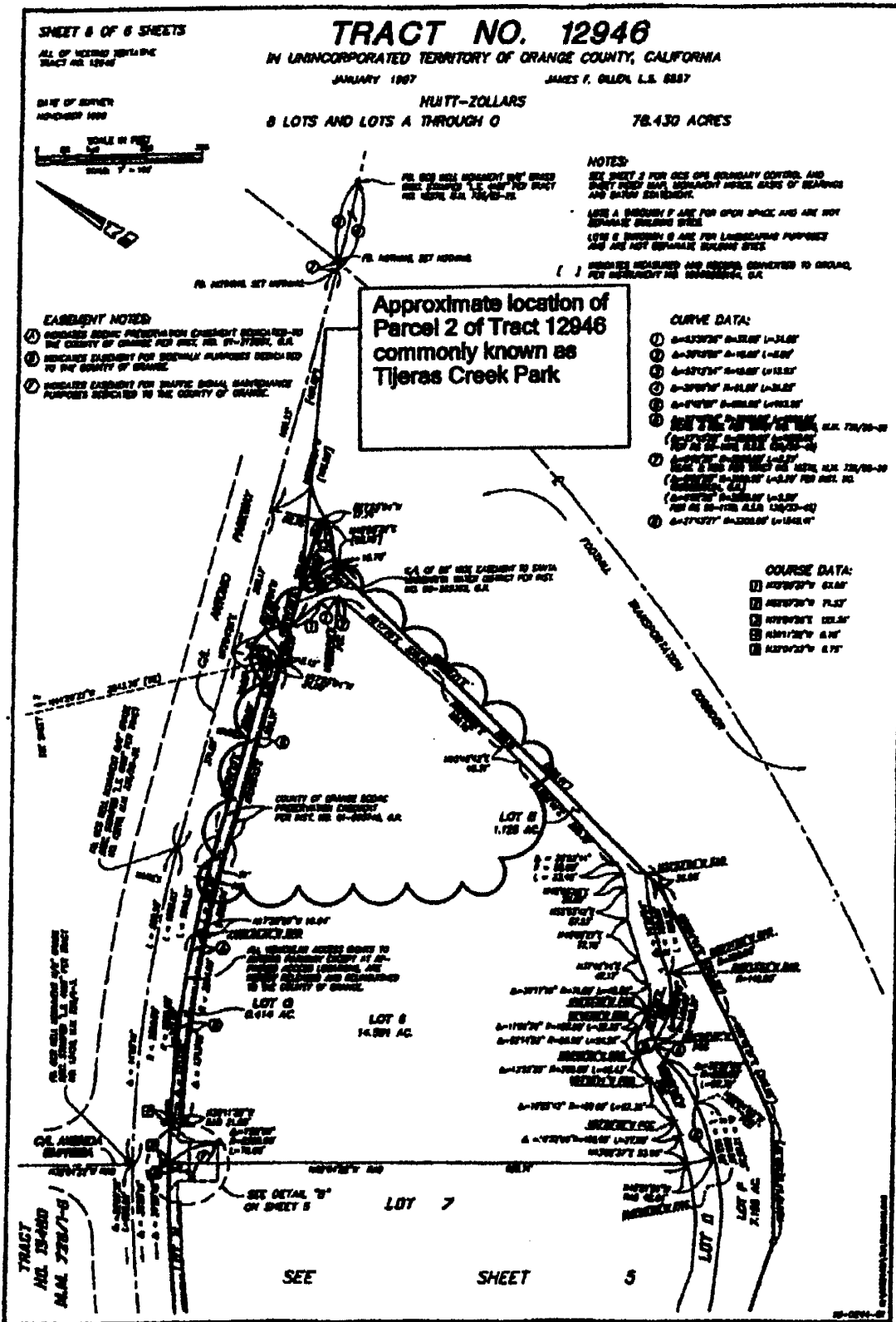


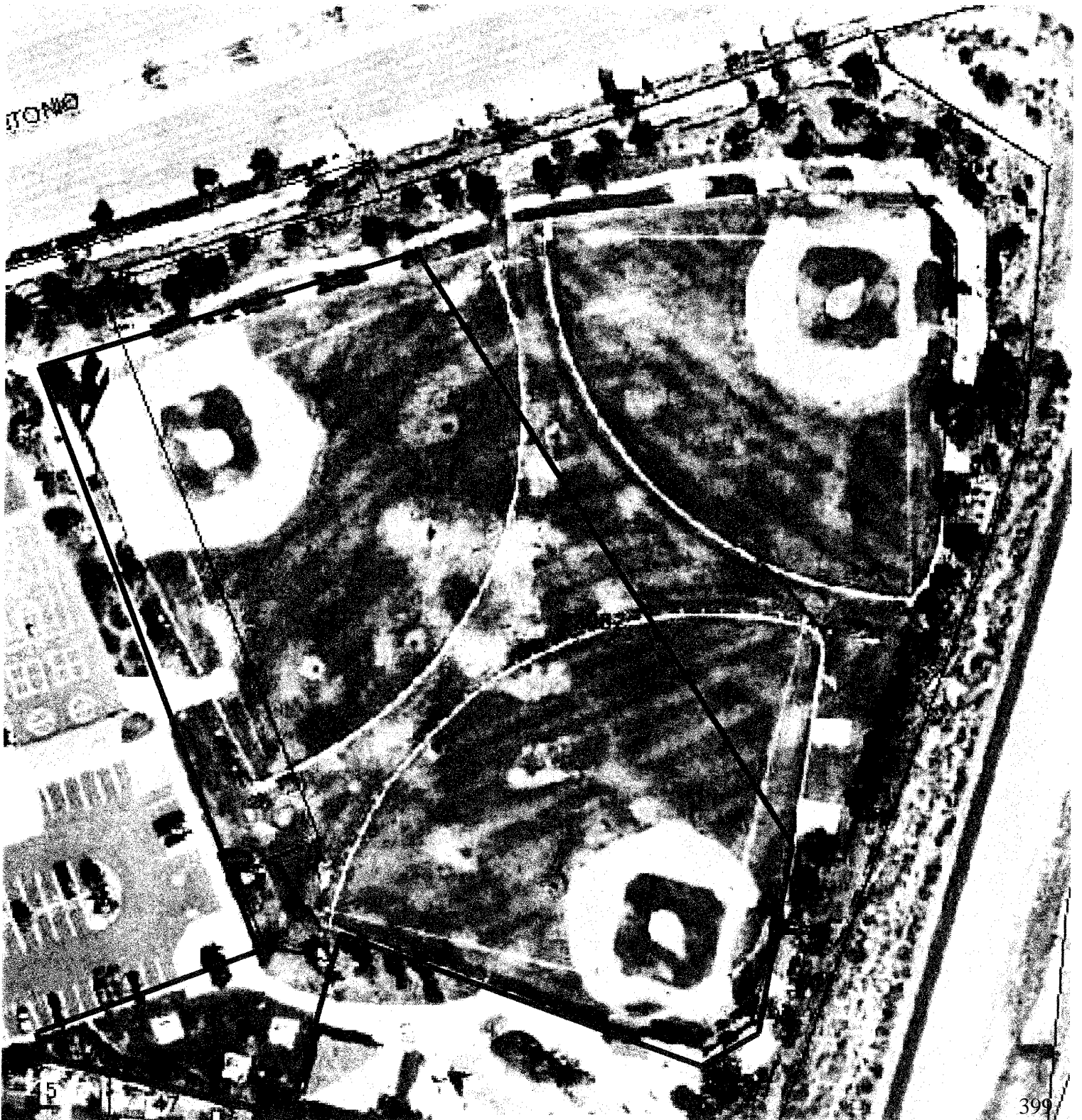
EXHIBIT B

TIJERAS CREEK ELEMENTARY SCHOOL ESTIMATED USE OF FIELD 2013-2014

Grade	Number of Students (Approximate)	Activities	Time Frame
Kindergarten	100	No field usage during the year	None
Grade 1	100	Daily Morning Recess Activities Daily Lunch Activities Daily Afternoon Recess Activities Field Activities: 1-2 Days a Week End of the Year Field Parties (June)	20 Minutes 20 Minutes 15 Minutes 1 Hour 1 School Day
Grade 2	115	Daily Morning Recess Activities Daily Lunch Activities Daily Afternoon Recess Activities Field Activities: 1-2 Days a Week End of the Year Field Parties (June)	20 Minutes 20 Minutes 15 Minutes 1 Hour 1 School Day
Grade 3	145	Daily Morning Recess Activities Daily Lunch Activities Daily Afternoon Recess Activities Field Activities: 1-2 Days a Week End of the Year field Parties (June)	20 Minutes 20 Minutes 15 Minutes 1 Hour 1 School Day
Grade 4	120	Daily Morning Recess Activities Daily Lunch Activities Field Activities: 1-2 Days a Week Gold Rush Activity End of the Year Field Parties (June)	17 Minutes 20 Minutes 1 Hour 1 School Day 1 School Day
Grade 5	135	Daily Morning Recess Activities Daily Lunch Activities Field Activities: 2 Days a Week 5 th Grade Panoramic Picture (1 Time) End of the Year Field Parties (June)	17 Minutes 20 Minutes 15 Minutes 30 Minutes 1 School Day
All Grades	615	Surf Spring/Jog-A-Thon (September)	1 School Day

**SAMLARC/Tijeras Creek Elementary
School 2013-14 LULA**

Exhibit C





Detailed Use Guidelines – Sports Fields

- **No. 8 – Preventive Maintenance – Soccer/Football Practices**
- **No. 9 - Inclement Weather Sports Field Close Down**
- **No. 16 – One-Time Use of Sports Fields**



Detailed Use Guidelines – Sports Fields

No. 8 – Preventive Maintenance – Soccer/Football Practices

This section describes the permit holder's obligation and responsibility for practicing preventative maintenance at all practice sessions held on SAMLARC soccer or football Park Sports Fields.

1. The permanent game goals must not be used during practices in order to prevent goal mount turf destruction.
2. Alternate goal systems must be employed in other non-game goal-mount areas. Alternate systems include cones, portable goals, etc.
3. Set drills must be practiced both in different, alternating areas and, purposely away from visibly "worn" turf areas.
4. No vehicles or other heavy equipment of any type is allowed on park turf surfaces.
5. The Use Guideline No. 9 - Inclement Weather Park Shut Down must be adhered to for inclement weather conditions.



Detailed Use Guidelines – Sports Fields

No. 9 - Inclement Weather Sports Field Close Down

SAMLARC reserves the right to close any SAMLARC Park Area and/or Park Sports Field due to inclement weather. The SAMLARC Parks Use Manager will make the final decision regarding closures, in his/or hers sole and absolute discretion.

The following Sports Field closure policy and criteria will be used, and must be followed by any and all organizations using SAMLARC Parks and Parks Sports Fields. The purpose of this policy and criteria is to encourage each organization and its members to develop a sense of responsibility towards protecting the Sports Fields.

1. SAMLARC has established a phone call-in “Mud Line” for posting information regarding Sports Field playability. Field closure status should not be obtained from any other source. However, the “message” will be sent to all those affected. Also, the “message” will be posted on the SAMLARC web site.
 - a. The “Mud Line” number is: 949-448-6217
 - b. Field conditions will be posted no later than 1PM of each day, Monday through Friday.
 - c. Weekend conditions will be posted no later than 5pm on Friday.
2. It will be the Parks Use Manager’s duty to inspect Sports Field during, after, or pending inclement weather.
3. If it is determined that Sports Field(s) should be closed and is so posted on the “Mud Line”, “Field Closed” signs will be put on closed field(s). It then becomes the user’s responsibility to obtain, disseminate, and assure compliance with, the Mud Line-posted playability instructions.
4. Field closures decisions shall be based on the following:
 - a. No practices or games may take place while rain is in progress. Use can be resumed at the discretion of the on-site official in charge.
 - b. There is no automatic hours-of-rain shut down. Each day, each park, each field will be considered separately in the sole and exclusive discretion of the SAMLARC Park Use Manager with inputs from the Landscape Contractor.
 - c. Park Sports Fields may be closed for multiple days as deemed necessary by current inclement weather conditions.
 - d. Closure of specific Sports Field types shall be determined using (principally but not exclusively) the following criteria:

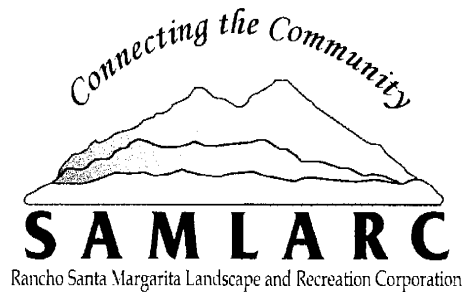


EXHIBIT D

Detailed Use Guidelines – Sports Fields

- (1) Brick dust ball diamonds - (softball or baseball). If the brick dust is muddy and/or slippery, preventing sure-footed running or proper consistent ball bounce, then the diamond will be closed for play. The determining factor: Infield play integrity and safety.
 - (2) Grass/Turf field- (soccer or football). If the water has collected on established grass, or if bare ground is muddy and slippery, or if partially established grass is soft due to rains - the grass field will be closed for play. The determining factor: Destruction of turf, and safe play integrity.
 - (3) Rule of Thumb. If a brick dust ball diamond is not playable due to the criteria listed above, the outfield grass of that diamond (used for soccer or football) is not playable.
5. The above policy and criteria does not preclude any user organization from stopping use on their own during inclement weather conditions. If the weather conditions do not warrant a "Field Closed" decision prior to the "mud Line" posting times (1:00pm weekdays, 5:00pm Fridays), the user organization has the ability and responsibility to subsequently make decisions based on the criteria above. Failure to do so may result in loss of permit use authorization. The mudline message will reflect this requirement.

This especially applies to weekend use where posting is done Friday evenings. User organizations are encouraged to develop their own weekend game-day rainout procedures for closing fields.



Detailed Use Guidelines – Sports Fields

No. 16 – One-Time Use of Sports Fields

This Guideline provides the specific instructions to follow for Priority IV groups when using SAMLARC Sports Field facilities. These include baseball, softball, and soccer fields; and, basketball and volleyball courts. All Detailed Use Guidelines are ancillary to the general SAMLARC Policies and Guidelines, Section V.A., I., and J.

1. Use of a snack bar or amplified sound is not permitted.
2. No additional equipment, modifications, prepping, signage, banner postings, dugout covers, bleachers, platforms, etc., are to made, kept, displayed, or brought on, to the park Sports Fields or courts. The permitted area must be used as is.
3. The permittee is responsible for insuring that all sports equipment used during the use of this permit is used as instructed by the equipment manufacturer.
4. No cars or trucks are allowed on the park.
5. Hitting baseballs or softballs against any backstop or side fencing is not allowed.
6. If night lighting is permitted, SAMLARC shall be solely responsible for setting of lights ON and OFF.
7. It is the responsibility of permittee to call "Mud Line" (949-448-6217) to determine if fields are open for use during inclement weather conditions. Permittee must abide by the decision posted.
8. Any in-use malfunctions (lights, circuit breakers, and sprinklers) must be reported to SAMLARC immediately and handled as determined by SAMLARC personnel. Permittee shall not attempt to correct the malfunction.
9. Any Sports Field irregularities such as loose bases, exposed plate edges, etc., should be reported to the SAMLARC Park Use Manager immediately
10. Any unusual problem that requires immediate notification of police or fire department is responsibility of permittee. The SAMLARC Parks Use Manager should be notified within 24 hours.
12. At the conclusion of use, the area used must be cleaned up. The criterion is that the park must look as though no one had been there.
13. All trash must be deposited in the trash receptacles located throughout the park site.
14. If receptacles are full, trash is to be put in tightly secured trash bags to be supplied by the permittee and placed next to any trash receptacle for pickup.

Change Order Summary Log

CVHS Performing Arts Theater

DSA# 04-110424

Data Date 7/2/13

Description	Change Order #20
Original Contract Sum	\$ 11,975,007.00
Net Change by Previous Authorized Requests and Changes	\$ 957,573.00
Contract Sum Prior to this Change Order	\$ 12,932,580.00
Contract Sum Will Be Increased	\$ 76,324.00
New Contract Sum Including this Change Order	\$ 13,008,904.00

EXECUTED OR BOARD SUBMITTED CO'S & EXECUTED WO'S
Capistrano Valley High School Performing Arts Theater
RESPONSIBILITY CODE LOG
 Data Date 7/02/2013

TOTAL ORIGINAL CONTRACT VALUE: \$11,975,007.00
 TOTAL CURRENT CONTRACT VALUE: \$13,033,897.00
 \$1,033,897.00
 \$13,033,897.00

RESPONSIBILITY CODE	No.	VALUATION	Pending	Percent
Differing Conditions	1	\$702,856.00	\$0.00	5.87%
Errors and Omissions	2	\$145,561.00	\$0.00	1.22%
Value Enhancement	3	\$290,127.00	\$0.00	2.42%
Resolution of Claim	4	\$0.00	\$0.00	0.00%
Required Extra Scope	5	\$0.00	\$0.00	0.00%
Optional Extra Scope	6	\$0.00	\$0.00	0.00%
Credit	7	(\$104,647.00)	\$0.00	-0.87%
Other	8	\$0.00	\$0.00	0.00%
Total Approved Change		\$1,033,897.00	\$0.00	8.63%
Percent Change		\$1,033,897.00	\$0.00	8.63%

WO = Work Order
 COP = Cost Proposal
 CO = Change Order
 APPWO = Fully Executed Work Order

OWNER CHANGE ORDER	DOCUMENT TYPE	DOCUMENT NUMBER	Date of Execution	DESCRIPTION/TITLE	STATUS	VALUATION	RESPONSIBILITY CODE TO PROJECT COMPLETION	Pending Code	STATUS Signed (S) Unilateral (U)	DSA CHANGE ORDER	DATE APPROVED (Y/N)	DATE SUBMITTED
Change Order #1	WO	1	08/12/11	Additional Concrete Paving		\$15,027.00	3		S		N	
	WO	2	08/12/11	Re-Route 3" Gas Line		\$1,887.00	1		S			
	WO	3	08/12/11	Re-route existing 4" water main		\$23,100.00	1		S			
	WO	4	08/24/11	Re-Route existing 1 1/2" Gas Line		\$2,876.00	1		S			
	WO	5	08/24/11	Lawn and Irrigation Repairs		\$12,890.00	3		S	Change Order #1		09/10/12
	WO	6	08/24/11	Added Downspouts		\$2,772.00	1		S			
Change Order #2	WO	7	09/13/11	Unforeseen Invert Elevation		\$6,283.00	1		S			
	WO	8	09/21/11	Underground Pull Boxes		\$3,176.00	2		S			
	WO	9	09/21/11	Additional Manhole		\$4,204.00	1		S			
	WO	10	09/21/11	Re-Route Ductwork		\$937.00	1		S			
	WO	11	09/21/11	Brick Enhancement		\$3,119.00	3		S			
	WO	12	09/21/11	Temporary Sidewalk		\$1,444.00	3		S			
Change Order #3	WO	13	10/06/11	Credit for Pullbox		(\$3,550.00)	7		S			
	WO	14	10/18/11	New/Re-Work		\$11,863.00	1		S			
	WO	15	10/28/11	Revised Door Hardware Sets		\$1,152.00	1		S			
Change Order #4	WO	16	11/07/11	Unforeseen Stormdrain Improvements		\$5,364.00	1		S	Change Order #1	N	09/10/12
	WO	17	11/09/11	Site Preparation for Flow test		\$718.00	1		S			
	WO	18	11/10/11	Required Added Hairpins at		\$462.00	1		S			
	WO	19	11/17/11	Required New Fire Safety Equipment		\$6,468.00	1		S			
Change Order #5	WO	20	11/18/11	Required Fire Rated/Safety Glass		\$7,943.00	1		S			
	WO	21	12/08/11	Added Waterproofing		\$5,936.00	3		S			
	WO	22	12/08/11	Required STC Rated Door		\$2,079.00	2		S			
	WO	23	12/08/11	Required Conduit Unforeseen Conditions		\$2,241.00	1		S			
Change Order #6	WO	24	01/19/12	Tie Beams at Stage Area		\$5,636.00	1		S	Change Order #1	N	09/10/12
	WO	25	01/19/12	Bulletin #1 DSA Approved Drawings		\$11,505.00	1		S			

*NOTE: DSA Change Orders #2 and #4 contain FCD's and have no cost, therefore it is not included in the Responsibility Code Log

EXECUTED OR BOARD SUBMITTED CO'S & EXECUTED WO'S
Capistrano Valley High School Performing Arts Theater
RESPONSIBILITY CODE LOG
 Data Date 7/02/2013

TOTAL ORIGINAL CONTRACT VALUE: \$11,975,007.00
 TOTAL CURRENT CONTRACT VALUE: \$13,033,897.00
 \$13,033,897.00

RESPONSIBILITY CODE	No.	VALUATION	Pending	Percent
Differing Conditions	1	\$702,856.00	\$0.00	5.87%
Errors and Omissions	2	\$145,561.00	\$0.00	1.22%
Value Enhancement	3	\$290,127.00	\$0.00	2.42%
Resolution of Claim	4	\$0.00	\$0.00	0.00%
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Optional Extra Scope	6	\$0.00	\$0.00	0.00%
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Total Approved Change		\$1,033,897.00	\$0.00	8.63%
Percent Change		\$1,033,897.00	0.00%	8.63%

WO = Work Order
 CO = Cost Proposal
 CO = Change Order
 APPWO = Fully Executed Work Order

OWNER CHANGE ORDER	DOCUMENT TYPE	DOCUMENT NUMBER	Date of Execution	DESCRIPTION/TITLE	STATUS	VALUATION	RESPONSIBILITY CODE TO PROJECT COMPLETION	Pending Code	STATUS Signed (S) Unilateral (U)	DSA CHANGE ORDER	DATE APPROVED (Y/N)	DATE SUBMITTED
Change Order #7	WO	26	02/22/12	Nelson Studs and Low Block Walls		\$12,112.00		2	S			
	WO	27	03/22/12	RFI #2, #3 Changes and Pullbox Credit		\$10,143.00		2	S			
	WO	28	03/22/12	Revised Fire Sprinkler Calcs		\$924.00		1	S			
Change Order #8	WO	29	03/30/12	Embeds and Connection Details		\$3,373.00		1	S			
	WO	30	03/30/12	Bonded Warehouse		\$2,108.00		3	S	Change Order #1		
	WO	31	04/04/12	Roof Walk Pads		\$9,523.00		3	S			
	WO	32	04/12/12	Expedited Door Frames		\$3,698.00		3	S			
	WO	33	04/25/12	HMI Panel and Light Fixtures		\$14,588.00		2	S			
	WO	34	04/25/12	Window Types O and N		\$9,973.00		2	S			
Change Order #9	WO	35	04/25/12	Inclement Weather Delay April 13		\$0.00		8	S			
	WO	36	05/16/12	Bulletin 2 Changes		\$16,976.00		2	S			
	WO	37	05/16/12	Inclement Weather Delay 4/26 & 5/3		\$0.00		8	S			
	WO	38	05/16/12	Stainless Steel Cable Railing		\$18,711.00		3	S			
	WO	39	05/16/12	Additional DSA Requirements		\$4,047.00		1	S			
	WO	40	05/23/12	RFI reconciliation Meeting 5/18/12		\$8,670.00		3	S	Change Order #1		
Change Order #10	WO	41	06/21/12	Temp Fence and Pedestrian Walkway		\$4,546.00		3	S			
	WO	42	06/21/12	Bulletin Review and Reconciliation		\$24,424.00		3	S			
	WO	43	06/21/12	Bulletin #6 Revised Roof Framing		\$22,894.00		2	S			
	WO	44	06/21/12	Recovery of AOR Costs		(\$11,647.00)		7	S			
Change Order #11	WO	45	07/19/12	Aluminum Conductors and Curbs		(\$16,188.00)		7	S			
	WO	46	07/26/12	Steel Connection and Relocation		\$20,010.00		3	S			
	WO	47	07/26/12	Sliding Glass Window RFI 243 & 253		\$13,294.00		3	S			
	WO	48	08/08/12	Bulletin #3R-4 Marlite System		\$24,532.00		3	S			
	WO	49	08/08/12	Roof Drains, C-Channel, Plaster		\$12,289.00		3	S			
	WO	50	08/08/12	Sloped Ceiling, Stairwell #1, Hatch		\$19,958.00		3	S			
Change Order #12	WO	51	08/08/12	Furring, Clips, & Plastering		\$22,927.00		3	S	Change Order #5		
	WO	52	08/22/12	RFI 268, 272, 291, & Trim		\$16,967.00		1	S			
	WO	53	08/22/12	RFI 233, 277, 295, 300, & 302		\$24,417.00		1	S			
	WO	54	08/22/12	Metal Stud Framing Issues		\$20,903.00		1	S			
	WO	55	08/30/12	Steel Issues		\$18,272.00		1	S			
	WO	56	08/30/12	RFI #313, 286, 315, and Angle Stop		\$24,419.00		1	S			
Change Order #13	WO	57	08/30/12	Future Lunch Pavilion		\$0.00		3	S			
	WO	58	09/12/12	Instrument Credit, Riggging, RFI 321		\$4,297.00		1	S			

EXECUTED OR BOARD SUBMITTED CO'S & EXECUTED WO'S Capistrano Valley High School Performing Arts Theater RESPONSIBILITY CODE LOG Data Date 7/02/2013

TOTAL ORIGINAL CONTRACT VALUE: \$11,975,007.00
 TOTAL CURRENT CONTRACT VALUE: \$13,033,897.00
 \$1,033,897.00
 \$13,008,904.00

RESPONSIBILITY CODE	No.	VALUATION	Pending	Percent
Differing Conditions	1	\$702,856.00	\$0.00	5.87%
Errors and Omissions	2	\$145,561.00	\$0.00	1.22%
Value Enhancement	3	\$290,127.00	\$0.00	2.42%
Resolution of Claim	4	\$0.00	\$0.00	0.00%
Required Extra Scope	5	\$0.00	\$0.00	0.00%
Optional Extra Scope	6	\$0.00	\$0.00	0.00%
Credit	7	(\$104,647.00)	\$0.00	-0.87%
Other	8	\$0.00	\$0.00	0.00%
Total Approved Change		\$1,033,897.00	\$0.00	8.63%
Percent Change		\$1,033,897.00	0.00%	8.63%

WO = Work Order
 COP = Cost Proposal
 CO = Change Order
 APPWO = Fully Executed Work Order

OWNER CHANGE ORDER	DOCUMENT TYPE	DOCUMENT NUMBER	Date of Execution	DESCRIPTION/TITLE	STATUS	VALUATION	RESPONSIBILITY CODE TO PROJECT COMPLETION	Pending Code	STATUS Signed/Unilateral (u)	DSA CHANGE ORDER	DATE APPROVED (Y/N)	DATE SUBMITTED
Change Order #14	WO	59	10/10/12	RFI's 206, 319, 328, & 338		\$21,512.00	1		S			
	WO	60	10/10/12	RFI 334, 344, 357, 331, 363, B 17R1		\$19,048.00	1		S			
	WO	61	10/10/12	RFI 342, FCD 73		\$23,160.00	1		S			
	WO	62	10/10/12	Bulletin #19		\$13,560.00	1		S			
	WO	63	10/10/12	RFI 351 and Skylight Openings		\$13,710.00	1		S			
	WO	64	10/17/12	Completion Date Extension		\$0.00	8		S			
	WO	65	11/02/12	RFI 369, Bulletin 20R1, 21R2 and 22		\$19,599.00	3		S			
	WO	66	11/14/12	Bulletin 21R1, 23 & RFI 371		\$10,054.00	1		S			
	WO	67	12/04/12	RFI 382 & 383, IB 25 & 26 and Glazing		\$23,491.00	1		S			
	WO	68	12/11/12	RFI 294 & 389		\$11,567.00	1		S			
Change Order #15	WO	69	12/18/12	RFI 407, 400, 385, 392, CCD 5		\$21,674.00	1		S			
	WO	70	12/18/12	Donor Wall		\$12,665.00	1		S			
	WO	71	12/20/12	B 26, 27, 29, 30, RFI 381, 391, 399		\$24,734.00	1		S			
	WO	72	12/20/12	Top Rail at Low Balcony Wall		\$2,518.00	1		S			
	WO	73	01/08/13	RFI 409, Lobby, Bul 27, Downspouts		\$18,450.00	1		S			
	WO	74	01/08/13	Sheet Metal Roofing and Credit		\$16,728.00	1		S			
	WO	75	01/08/13	Fog Coat		\$7,531.00	1		S			
	WO	76	01/18/13	Landscape and Concrete Credit		(\$67,072.00)	7		S			
	WO	77	01/18/13	CCD 13, RFI 421, FCD 24		\$12,335.00	1		S			
	WO	78	01/28/13	Modify Site Drainage & E. Lobby Wall		\$23,470.00	1		S			
Change Order #16	WO	79	01/28/13	Concrete Curbs and Trench Drain		\$23,862.00	1		S			
	WO	80	01/28/13	Completion Date Extension		\$0.00	8		S			
	WO	81	01/28/13	RFI 441 Splay Wiring		\$7,674.00	1		S			
	WO	82	02/01/13	RFI 381, HVAC Issues, Fence Credit		\$11,677.00	2		S			
	WO	83	02/01/13	RFI 444, 447, Bul 32, Downspouts		\$19,520.00	2		S			
	WO	84	02/01/13	AC Paving and Irrigation Systems		\$24,336.00	1		S			
	WO	85	02/11/13	Fence, Rooms A105, A119, & A115		\$22,179.00	1		S			
	WO	86	02/18/13	CCD4 & 18, Replacement Door at Main		\$22,423.00	2		S			
	WO	87	02/25/13	Bulletins 24 & 33		\$5,917.00	1		S			
	WO	88	03/27/13	Concrete Finishes & Drywall		\$23,678.00	3		S			
Change Order #19	WO	89	03/27/13	Slurry & Concrete Remediation		\$23,744.00	3		S			
	WO	90	04/08/13	AV Units, Elevator Shunt Trip		\$22,853.00	1		S			
	WO	91	04/15/13	Chain Link Fence & Plinth		\$24,284.00	1		S			
	WO	92	05/13/13	Transformer & Electrical Remediation		\$24,675.00	1		S			
	WO	93	05/16/13	Condensate Drain & Paint Remediation		\$23,444.00	1		S			
	WO	94	06/12/13	Anti-Static Carpet & Panel Grids		\$23,717.00	1		S			
	WO	95	06/26/13	Prime Steel Withholding		(\$6,190.00)	7		S			
	WO	96	07/01/13	Fire Sprinkler System & Outlets		\$10,678.00	1		S			

*NOTE: DSA Change Orders #2 and #4 contain FCD's and have no cost, therefore it is not included in the Responsibility Code Log



Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Project: -- 1011-11 CVHS Performing Arts Theater

Purchase Order No. :

Contract Number: 1011-11

DSA Number: 04-110424

CHANGE ORDER

To: Liberty Mutual Insurance Co.
1001 4th Avenue
Seattle, WA 98154

Change Order No. : 00020

Date: 7/2/2013

Title: Change Order #20

The following modifications have been made to your basic contract for the reasons listed below:

Item	Responsibility Code	Days	Change Amount
WO 92		0	\$24,675.00

Item #1) At the request of CVHS staff a blank whiteboard was added to the black box/drama room to improve the quality of education. The contractor shall provide all labor and materials for whiteboard installation. (Refer to Attachment "A")

Item #2) Pursuant to RFI #508 beam detectors 302 & 310 adjacent to catwalks A303 and A304 will be relocated and an additional detector will be placed at catwalk A302. All labor and material for relocation and installation shall be provided by the contractor. (Refer to Attachment "B")

Item #3) The original contract documents specified a 480/277v transformer to 120/208v black box lighting panel. The resulting circuit is unusable and will require the removal of existing 480/277v transformer and installation of 480/208v Hammond K-13 transformer. As such, the contractor shall provide all labor and materials for transformer installation. (Refer to Attachment "C")

Item #4) The original contract documents failed to stipulate a circuit for the Performing Arts Theater fire curtain motor and controls. As such, the contractor shall provide all labor and materials for installation of appropriate circuit. (Refer to Attachment "D")

Item #5) Pursuant to a job walk with the Owner's Representative it was deemed necessary to accentuate the performing arts theater entrance with architectural lettering. As such, the contractor shall provide labor and materials for installation of lettering in accordance with the Districts requirements. (Refer to Attachment "E")

Item #6) Pursuant to RFI #510 guardrails omitted from the original contract documents will be installed in the Performing Arts Center sections A211 and A308. An additional guardrail to match existing will be installed on the upper most level. As such, the contractor shall provide labor and material for installation. (Refer to Attachment "F")

Item #7) Pursuant to RFI #341 the contract documents omitted several Performing Arts Theater window wall caps. As such the contractor shall provide all labor and material for installation in accordance with SKA 033, 033A, 033B and 033C. (Refer to Attachment "G")

Item #8) Pursuant to RFI #426 a 3-lamp fixture will be added to room A126 to meet the minimum illumination recommended for the office. The contractor shall provide all labor and materials for installation of fixture. (Refer to Attachment "H")

Item #9) The contractor shall provide all labor and material for relocation of Performing Arts Center type L fixture and all necessary conduit.

Item #10) Pursuant to RFI #438 two type R1 fixtures shall be relocated to an unobstructed area in the second seating level. As such, the contractor shall provide all labor and materials for relocation and installation. (Refer to Attachment "I")

Item #11) Pursuant to RFI #508 (4) duct detectors and conduit pathways will be installed and energized via the fire alarm system due to contract omissions. As such, the contractor shall provide all labor and material for installation. (Refer to Attachment "J")



Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Project: -- 1011-11 CVHS Performing Arts Theater

Purchase Order No. :

Contract Number: 1011-11

DSA Number: 04-110424

CHANGE ORDER

Item	Responsibility Code	Days	Change Amount
WO 93		0	\$23,444.00

Item #1) Analysis of the contract documents revealed the omission of a fan coil condensate overflow and drain line. As such, the contractor shall provide all labor and materials for installation of drain and routing to approved point of drainage. (Refer to Attachment "A")

Item #2) Pursuant to a jobwalk with the Owner's Representative it was determined to prime and paint ceiling in the upstairs lobby (room A203) to match existing. As such, the contractor shall provide all labor and materials. (Refer to Attachment "B")

Item #3) Pursuant to a jobwalk with the Owner's Representative it was determined to paint the ceiling drywall in dimmer room (A145) to match existing. As such, the contractor shall provide all labor and materials. (Refer to Attachment "C")

Item #4) Pursuant to a jobwalk with the Owner's Representative it was deemed necessary for the installation of 40 lf of base molding to the stage (room A144) for aesthetic improvements. The contractor shall provide all labor and materials for installation of molding. (Refer to Attachment "D")

Item #5) Analysis of the original contract documents revealed the omission of a roll-up door frame access panel in the ticket room (A134). As such, the contractor shall provide all labor and materials for installation of panel. (Refer to Attachment "E")

Item #6) The original contract documents omitted a telephone line connection to the wheel chair lift (A137) requiring the routing of cat6 line from the data room. The contractor shall provide all labor and materials for this procedure. (Refer to Attachment "F")

Item #7) Pursuant to RFI #497 the wood paneling in the lobby (A130) shall be modified. As such, the contractor shall provide all necessary hardware and labor for installation. (Refer to Attachment "G")

Item #8) Pursuant to RFI #502 the wood base at the stage (A144) shall be modified. As such, the contractor shall provide all necessary hardware and labor for installation. (Refer to Attachment "H")

Item #9) The drywall in the production room (room A118) shall be primed and painted to match existing for a finished appearance. The contractor shall provide all labor and materials for procedure. (Refer to Attachment "I")

Item #10) Pursuant to RFI #507 (2) additional smoke and heat detectors and conduit shall be added to the spot booth (room A301). As such, the contractor shall provide all labor and material for installation. (Refer to Attachment "J")

Item #11) Pursuant to RFI's 483 & 496 an additional heat detector will be added to the elevator machine room (A140). Materials and labor for installation of detector shall be provided by the contractor. (Refer to Attachment "K")

Item #12) Pursuant to a jobwalk with the Owner's Representative it was deemed necessary to laminate (2) concrete columns at the sound and lighting booth (room A139) for a finished appearance. As such, the contractor shall provide all labor and material for procedure. (Refer to Attachment "L")

Item #13) Pursuant to a jobwalk with the Owner's Representative it was determined to add additional hat channels to furr for electrical conduit at the second floor lobby (room A203). The contractor shall provide all labor and materials for installation of channels. (Refer to attachment "M")

Item #14) Pursuant to Bulletin #21R1 fixture studs #3 & 4 in the east lobby (room A124) shall be relocated and shortened to comply with a 45 degree swing. As such, the contractor shall provide all labor and materials for installation. (Refer to Attachment "N")



Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Project: -- 1011-11 CVHS Performing Arts Theater

Purchase Order No. :

Contract Number: 1011-11

DSA Number: 04-110424

CHANGE ORDER

Item	Responsibility Code	Days	Change Amount
WO 94		0	\$23,717.00

Item 1) To prevent electrostatic shock and subsequent damage to audio/visual and office electrical equipment anti-static carpet shall be installed in sound and lighting labs (A139) As such, the contractor shall provide all labor and materials for procedure. (Refer to Attachment "A")

Item 2) Pursuant to RFI #441 it was deemed necessary to remove and relocate curved metal panel grids at 22 theater locations to accommodate pendant light sway bracing. Therefore, the contractor shall provide all labor and materials for relocation and installation of fixtures. (Refer to Attachment "B")

Item 3) Due to an omission for the cost of rebar in Work Order #79 Item 8, Quality Reinforcing shall be compensated the difference in this line item. (Refer to Attachment "C")

Item 4) Upon connection of erroneously indicated transformer to Skyform Operable wall partition controller in sound lab (A139) the partition controller was damaged and requires replacement. As such, the contractor shall provide labor and material for installation of new controller. (Refer to Attachment "D")

Item 5) Due to an omission of mobilization expenses from an invoice dated 5/24/13, Ross Fence shall be compensated the difference in this line item. (Refer to Attachment "E")

Item 6) The original contract documents omitted emergency luminous exits signs required at two PAC Theater locations per code requirements. Therefore, the contractor shall provide labor and material for procurement and installation of approved signs. (Refer to Attachment "F")

Item 7) Pursuant to a jobwalk it was determined that the door closers at doors A132A-LH, A133A-RH and A113B-RH provided inadequate clearance to the furred wall and required replacement. The contractor shall provide material and labor for door closer modifications. (Refer to Attachment "G")

Item 8) Due to an erroneously stipulated 120V inverter interfacing with 12V aisle lighting in the original contract documents the correct 12V inverter will be procured and installed. As such, the contractor shall provide labor and material for installation of unit. (Refer to Attachment "H")

Item 9) Pursuant to a jobwalk it was deemed necessary to install a lockable hatch at the follow spot booth (A308) to control access. Therefore, the contractor shall provide labor and material for installation of hatch. (Refer to Attachment "I")

Item 10) Pursuant to a jobwalk it was determined to install a chase wall at the control booth to obscure 2 3"-diameter holes created by the installation of equipment. The frame shall be furred-out and extended 2" above the wall with finish to match existing. In addition, tiles are to be installed around furred-chase. As such, the contractor shall provide labor and materials for installation and finish of chase wall. (Refer to Attachment "J")

Item 11) Pursuant to a jobwalk it was deemed necessary to install side extension roll-top desks and casters in the PAC Theater black box (A124) to adequately store equipment. Therefore, the contractor shall provide labor and materials for desk extension installation. (Refer to Attachment "K")

Item 12) Pursuant to a jobwalk it was deemed necessary to stain, seal and finish 40 lf of wood base molding installed under Work Order #93 item 4 to improve the aesthetics of the theater. The contractor shall provide all labor and materials for application and finish. (Refer to Attachment "L")

WO 95	0	(\$6,190.00)
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Item 1) Pursuant to a Kern County Superintendent of Schools letter dated May 7, 2013 regarding Labor Code Violations Subcontractor Prime Steel, Inc, a sixty (60) day time period to file an appeal regarding Notice to Withhold Contract Payments has expired. As such, per Superintendent of Schools Directive an assessment penalty of \$6,190.00 has become final. (Refer to Attachment "A")



Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Project: -- 1011-11 CVHS Performing Arts Theater
Contract Number: 1011-11

Purchase Order No. :
DSA Number: 04-110424

CHANGE ORDER

Item	Responsibility Code	Days	Change Amount
WO 96		0	\$10,678.00

Item 1) Pursuant to a jobwalk with the Owner's Representative on 6/21/2013 it was deemed necessary to add convenience outlets in the data room (A110) for miscellaneous electronic equipment. As such, the contractor shall provide all labor and material for installation. (Refer to Attachment "A")

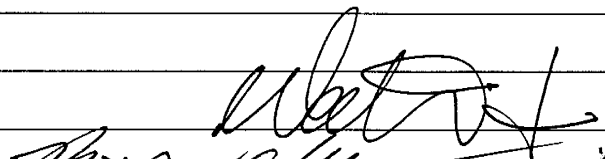
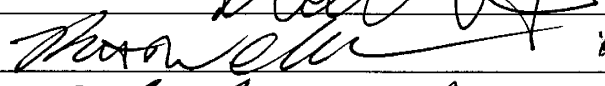
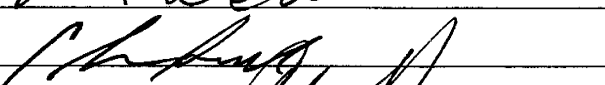
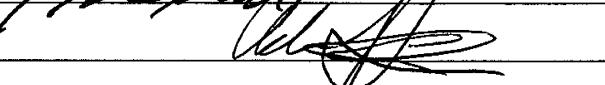
Item 2) The original contract documents omitted a code required fire sprinkler system bell to be installed at the exterior riser room (A113). Therefore, the contractor shall provide all labor and material for installation of equipment. (Refer to Attachment "B")

Item 3) Pursuant to a jobwalk with the Owner's Representative on 6/21/2013 it was determined to install a concealed hinge cabinet with touch latch stained to match existing marlite panels to conceal the ADA wheel chair lift disconnect (A137). As such, the contractor shall provide all labor and material for installation and staining (Refer to Attachment "C")

Item 4) Pursuant to a removal of asphalt for the CVHS basketball courts an unforeseen embedded Petromat fabric was discovered resulting in a changed condition. As such, the contractor shall be compensated for additional material, labor and trucking. (Refer to Attachment "D")

Contractor agrees to furnish all labor and materials and perform all of the above described work indicated in each item attached in compliance with the applicable sections of the Contract Documents. The amount of the changes under the Change Order is limited to the charges allowed under article 59 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in the Change Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in the Change Order. It is understood that this Change Order shall be effective when approved by the Governing Board of the District

The Original Contract Sum was	.....	\$11,975,007.00
Net Change by Previously Authorized Requests and Changes	.....	\$957,573.00
The Contract Sum Prior to This Change Order was	.....	\$12,932,580.00
The Contract Sum Will be Increased	.....	\$76,324.00
The New Contract Sum Including This Change Order	.....	\$13,008,904.00
The Contract Time Will Not Be Changed	.....
The Date of Substantial Completion as of this Change Order Therefore is	...	5/24/2013

	Signature	Date
CUSD - Joe Farley		
Owner's Representative		7/11/13
Completing Surety		7/11/13
Architect of Record		7/8/13
Inspector of Record		7/8/13



Project: -- 1011-11 CVHS Performing Arts Theater
Contract Number: 1011-11

DSA Number: 04-110424

WORK ORDER

To: Liberty Mutual Insurance Co.
1001 4th Avenue
13th Floor
Seattle, WA 98154

Work Order No. : 00092
Date: 5/13/2013

Title: Transformer & Electrical Remediation

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

Item #1) At the request of CVHS staff a blank whiteboard was added to the black box/drama room to improve the quality of education. The contractor shall provide all labor and materials for whiteboard installation. (Refer to Attachment "A")

Item #2) Pursuant to RFI #508 beam detectors 302 & 310 adjacent to catwalks A303 and A304 will be relocated and an additional detector will be placed at catwalk A302. All labor and material for relocation and installation shall be provided by the contractor. (Refer to Attachment "B")

Item #3) The original contract documents specified a 480/277v transformer to 120/208v black box lighting panel. The resulting circuit is unusable and will require the removal of existing 480/277v transformer and installation of 480/208v Hammond K-13 transformer. As such, the contractor shall provide all labor and materials for transformer installation. (Refer to Attachment "C")

Item #4) The original contract documents failed to stipulate a circuit for the Performing Arts Theater fire curtain motor and controls. As such, the contractor shall provide all labor and materials for installation of appropriate circuit. (Refer to Attachment "D")

Item #5) Pursuant to a job walk with the Owner's Representative it was deemed necessary to accentuate the performing arts theater entrance with architectural lettering. As such, the contractor shall provide labor and materials for installation of lettering in accordance with the District's requirements. (Refer to Attachment "E")

Item #6) Pursuant to RFI #510 guardrails omitted from the original contract documents will be installed in the Performing Arts Center sections A211 and A308. An additional guardrail to match existing will be installed on the upper most level. As such, the contractor shall provide labor and material for installation. (Refer to Attachment "F")

Item #7) Pursuant to RFI #341 the contract documents omitted several Performing Arts Theater window wall caps. As such, the contractor shall provide all labor and material for installation in accordance with SKA 033, 033A, 033B and 033C. (Refer to Attachment "G")

Item #8) Pursuant to RFI #426 a 3-lamp fixture will be added to room A126 to meet the minimum illumination recommended for the office. The contractor shall provide all labor and materials for installation of fixture. (Refer to Attachment "H")

Item #9) The contractor shall provide all labor and material for relocation of Performing Arts Center type L fixture and all necessary conduit.

Item #10) Pursuant to RFI #438 two type R1 fixtures shall be relocated to an unobstructed area in the second seating level. As such, the contractor shall provide all labor and materials for relocation and installation. (Refer to Attachment "I")

Item #11) Pursuant to RFI #508 (4) duct detectors and conduit pathways will be installed and energized via the fire alarm system due to contract omissions. As such, the contractor shall provide all labor and material for installation. (Refer to Attachment "J")



Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

Project: -- 1011-11 CVHS Performing Arts Theater
Contract Number: 1011-11

DSA Number: 04-110424

WORK ORDER

To: Liberty Mutual Insurance Co.
1001 4th Avenue
13th Floor
Seattle, WA 98154
Title: Transformer & Electrical Remediation

Work Order No. : 00092
Date: 5/13/2013

Proposal Details:

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

- ☐ Lump Sum \$24,675.00 ☐ Not To Exceed _____
- ☐ Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms
- ☐ Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review and will be resolved to be mutually agreeable
- ☐ In accordance with Contract unit prices

TIME:

- ☒ No Change ☐ Time Impact Unknown ☐ Impact to Contract completion is estimated at _____ days
- ☐ Will not change completion date but is expected to impact specific CPM Activities. Activity Numbers _____ Days _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
CUSD - Joe Farley		5/16/13
Owner's Representative		5/15/13
Completing Surety		5/14/13
Architect of Record		05/15/13
Inspector of Record		5/14/13
		5/15/13

Capistrano Valley Performing Arts Theater BID # 1011-11

WO 92

Transformer & Electrical Remediation

DATA DATE: 5/13/13

Refer to Attachments 'A', 'B', 'C', 'D', 'E', 'F', 'G', 'H', 'I' & 'J'

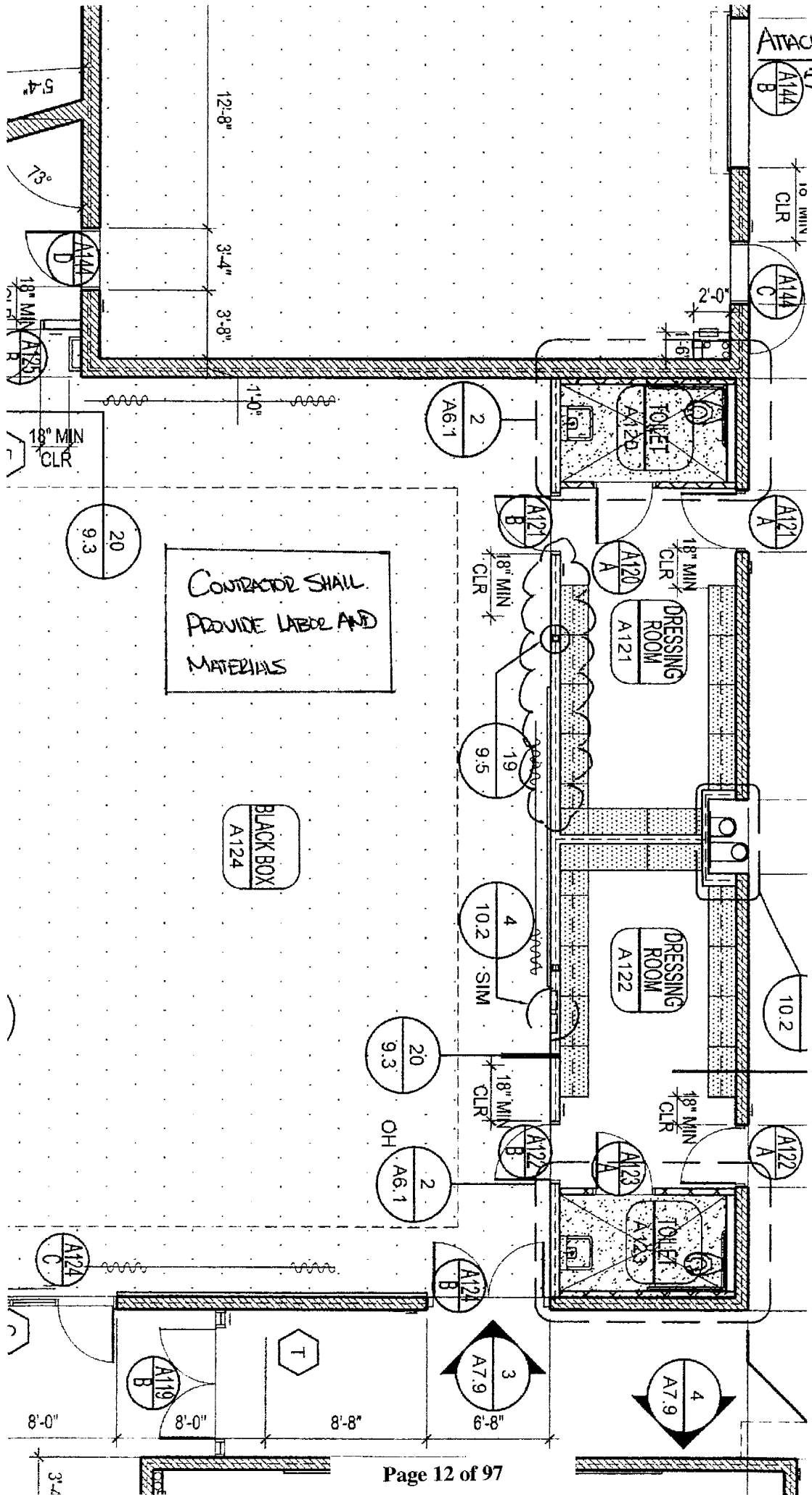
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ITEM NO	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
CUSD					
1	Pursuant to a request by CVHS staff a blank whiteboard was added to the black box drama room. (Refer to Attachment 'A') series 4 markerboard = \$349.32 shipping and handling = \$100.00 1 man x 4 hrs x \$60/hr = \$240.00		\$ 449.32	\$ 240.00	\$ 689.32
2	Pursuant to RFI #506 beam detectors 302 & 310 adjacent to catwalks A303 and A304 will be relocated and an additional detector will be placed at catwalk A302. (Refer to Attachment 'B') 1 man x 4.56 hrs x \$60/hr = \$274.00 alarm detector = \$1318.00 rough-in = \$66.00		\$ 1,318.00	\$ 340.00	\$ 1,658.00
3	The 277-480v black box lighting transformer indicated in the contract documents is not compatible with feed panel AV2 120/208 v and requires replacement. (Refer to Attachment 'C') materials = \$3115.82 labor = \$3042.63		\$ 3,115.82	\$ 3,042.63	\$ 6,158.00
4	Power required for the Performing Arts Theater fire curtain motor was not included in the contract documents and requires installation per code specifications. (Refer to Attachment 'D') materials = \$739.69 labor = \$1801.22 scissor lift = \$120.00/day	\$ 120.00	\$ 739.69	\$ 1,801.22	\$ 2,660.91
5	Pursuant to a job walk the Owner's Representative it was determined to add architectural lettering to the Performing Arts Theater entrance for aesthetic reasons. (Refer to Attachment 'E') architectural letter & shipping = \$262.50 labor = \$1200.00		\$ 262.50	\$ 1,200.00	\$ 1,462.50
6	Pursuant to RFI #510 a guardrail will be installed in the Performing Arts Theater section A211 and A308. An additional guardrail will be installed on the upper most level. (Refer to Attachment 'F') guardrail material & installation = \$2728.00			\$ 2,728.00	\$ 2,728.00
7	Pursuant to RFI #341 a wall cap will be installed per sketches SKA 033 033A, 033B and 033C. (Refer to Attachment 'G') 105 lf wall cap x \$15/lf = \$1575.00			\$ 1,575.00	\$ 1,575.00
8	Pursuant to RFI #426 a 3-amp fixture will be added to room A126 to meet minimum illumination recommended for the office. (Refer to Attachment 'H') labor & materials = \$368.85			\$ 368.85	\$ 368.85
9	A Performing Arts Center type L fixture shall be relocated as directed by the Owner's Representative 1 man x 3hrs x \$60/hr = \$180.00 materials = \$120.00		\$ 120.00	\$ 180.00	\$ 300.00
10	Pursuant to RFI #438 two type R1 fixtures shall be relocated to an unobstructed area in the second seating level. (Refer to Attachment 'I') labor = 2 men x 1/2 day x \$60/hr = \$480.00 materials = \$164.00 rental = \$94.00	\$ 94.00	\$ 164.00	\$ 480.00	\$ 738.00
11	Pursuant to RFI #508 #4, duct detectors and conduit pathways will be installed and energized via the fire alarm system due to contract omissions. (Refer to Attachment 'J') 2 men x 4 hrs (per device) x 4 detectors = \$2293.29 material = \$742.17		\$ 742.17	\$ 2,293.29	\$ 3,035.47

Subtotal Add	\$ 21,364.05
10% Fee	\$ 2,136.41
Subtotal	\$ 23,500.46
5% GC/Ins. Fee	\$ 1,175.02
Net Add	\$ 24,675.48

FULL AND FINAL TOTAL* \$ 24,675

*Round bid to nearest dollar





Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

ATTACHMENT "B"

5-13-13

Project: -- 1011-11 CVHS Performing Arts Theater

Purchase Order No.:

Contract Number: 1011-11

DSA Number: 04-110424

REQUEST FOR INFORMATION

RFI No.: 00508

Title: DUCT DETECTOR POWER

Date: 5/1/2013

Required: 5/7/2013

Answered: 5/6/2013

From: Nathan Berkey

S.J. Amoroso Construction Co., Inc.

To: Korin Lawing

Capistrano Unified School District

Contractor's Request:

CONFIRMING RFI. PLEASE CONFIRM THE DUCT DETECTORS ARE TO BE POWERED FROM THE FIRE ALARM SYSTEM PER ATTACHED SKETCHES.

Proposed Solution:

N/A

Owner's Representative's Additional Information:

Architect of Record's Response:

Confirmed, the duct detectors are to be powered from the fire alarm system per the attached "Attachment A", Sheets 1 through 3, all dated 5/1/13.

Commence the work described above immediately. In the event of a dispute of interpretation of the requested work, resolution shall be pursuant to the General Conditions Article 4.5 Disputes.

☐

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☐

* This response is a CLARIFICATION OF THE CONTRACT (NO COST or TIME EFFECT)

☐

* This response is a MINOR CHANGE to the Contract with no effect to the Contract cost or time (NO COST OR TIME EFFECT)

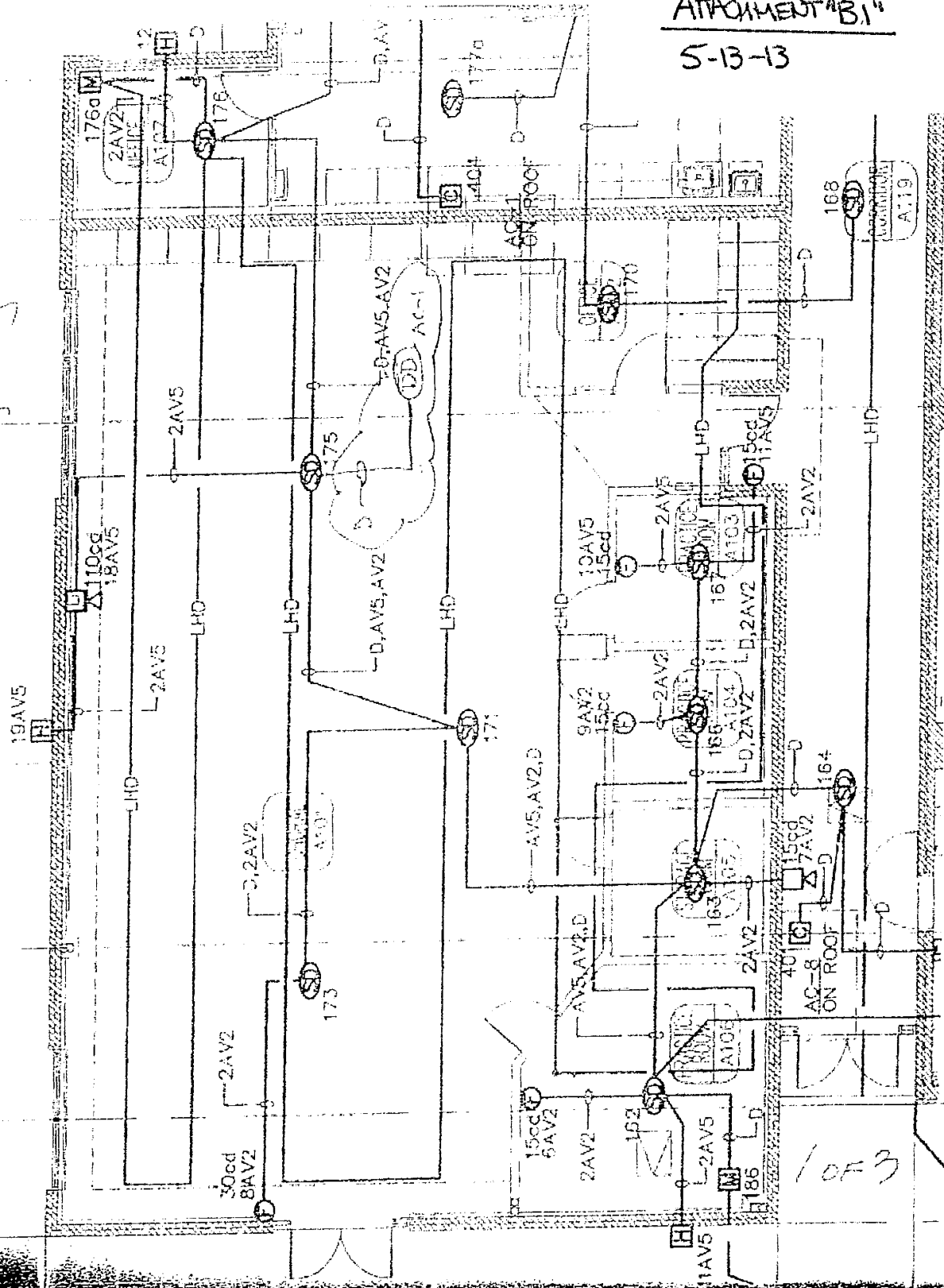
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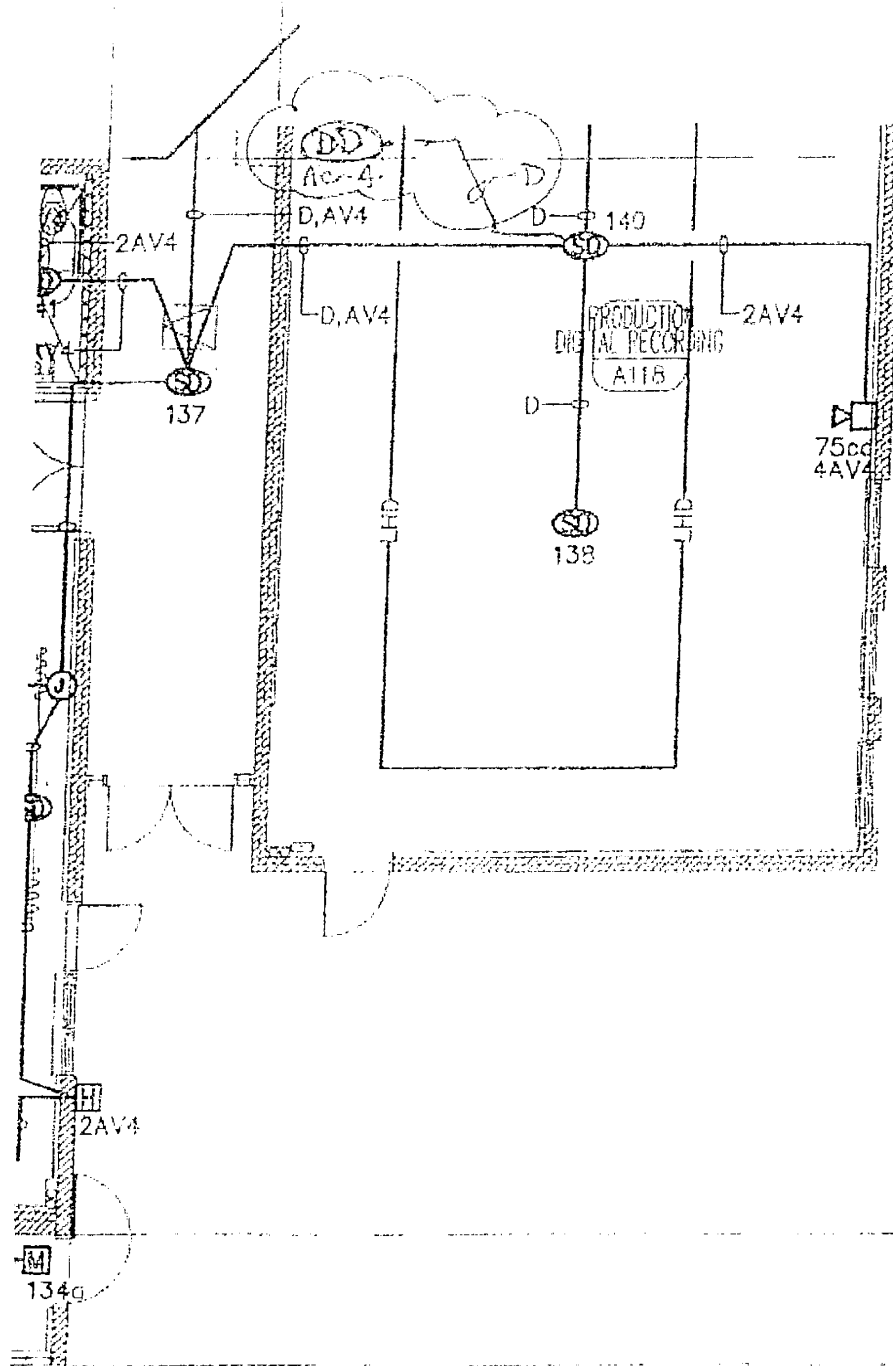
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to
the
country
going to
director.

5-13-13





Reference sheet
E5.3

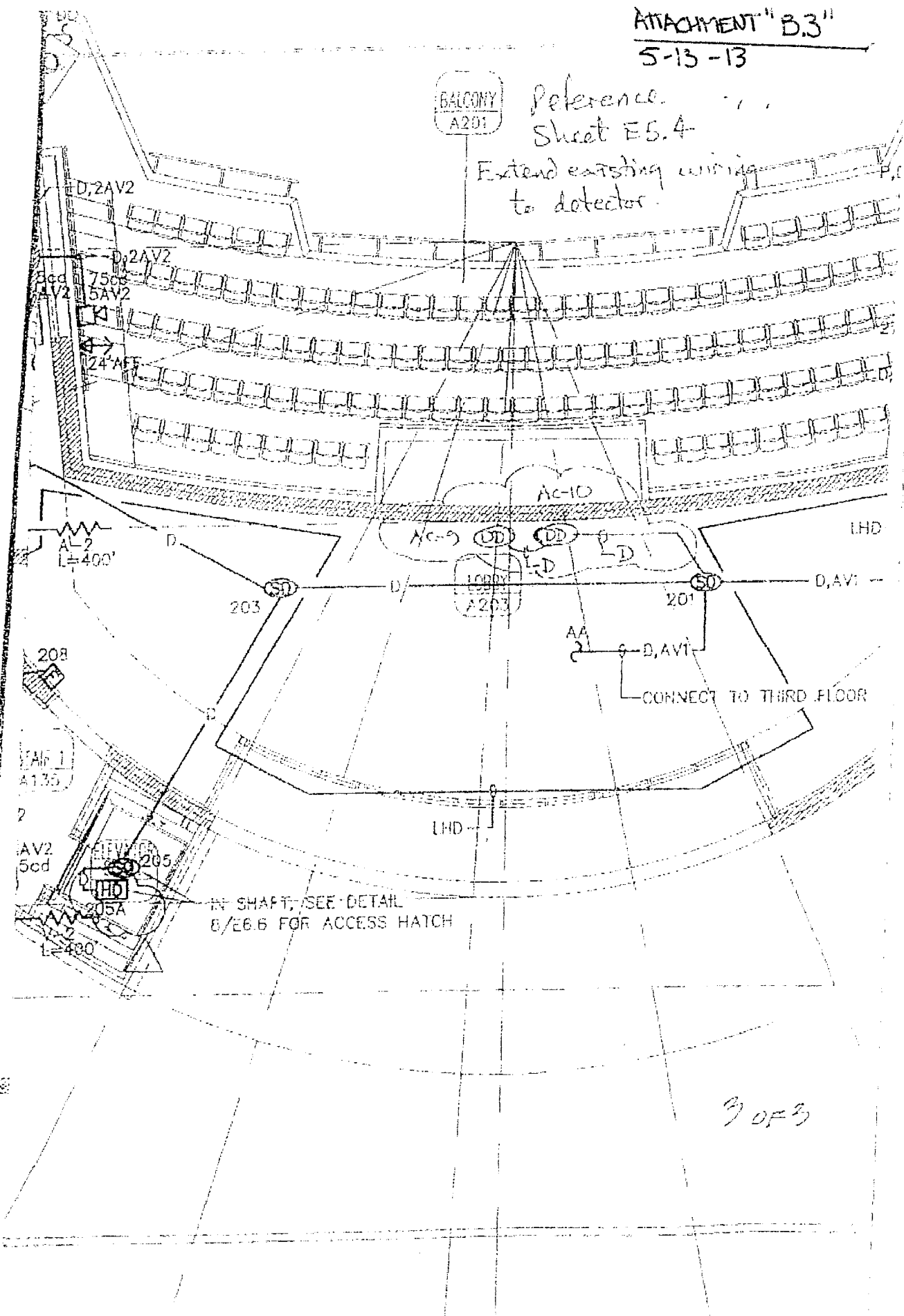
Extend existing
wiring to detector.

2 OF 3

BALCONY
A201

Reference.
Sheet E5.4

Extend existing wiring
to detector.





Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

ATTACHMENT "C"

5-13-13

Project: -- 1011-11 CVHS Performing Arts Theater

Purchase Order No.:

Contract Number: 1011-11

DSA Number: 04-110424

REQUEST FOR INFORMATION

RFI No.: 00503

Title: TRANSFORMER TR2

Date: 4/26/2013

Required: 5/2/2013

Answered: 5/1/2013

From: Nathan Berkey

S.J. Amoroso Construction Co., Inc.

To:

Korin Lawing

Capistrano Unified School District

Contractor's Request:

THE TRANSFORMER TR2 IS A 480V-480V WHICH FEEDS PANEL 2AV. SINCE PANEL 2AV IS A 208V PANEL AND SERVES 208/120V LOADS. THE TRANSFORMER MAY HAVE TO BE REPLACED WITH A 480V-208V. PLEASE ADVISE.

NOTE, OVERHEAD PARTITION ELECTRICAL CONTROL BOX EXPLODED WHEN PARTITION WAS ENERGIZED.

Proposed Solution:

N/A

Owner's Representative's Additional Information:

Architect of Record's Response:

As requested by Owner - Provide 480-208/120V K-13 transformer. Refer to attached RFI 503 Sketch dated 4/30/13.

Commence the work described above immediately. In the event of a dispute of interpretation of the requested work, resolution shall be pursuant to the General Conditions Article 4.5 Disputes

☐

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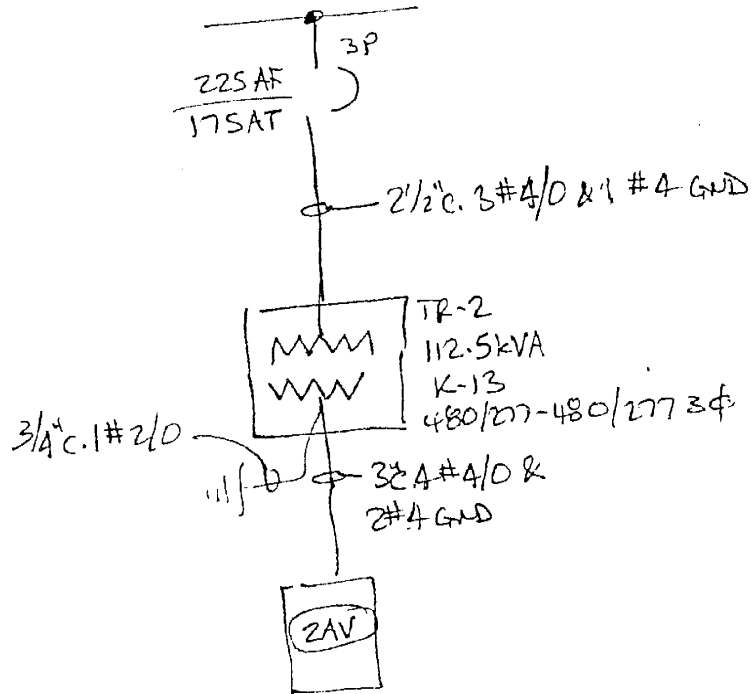
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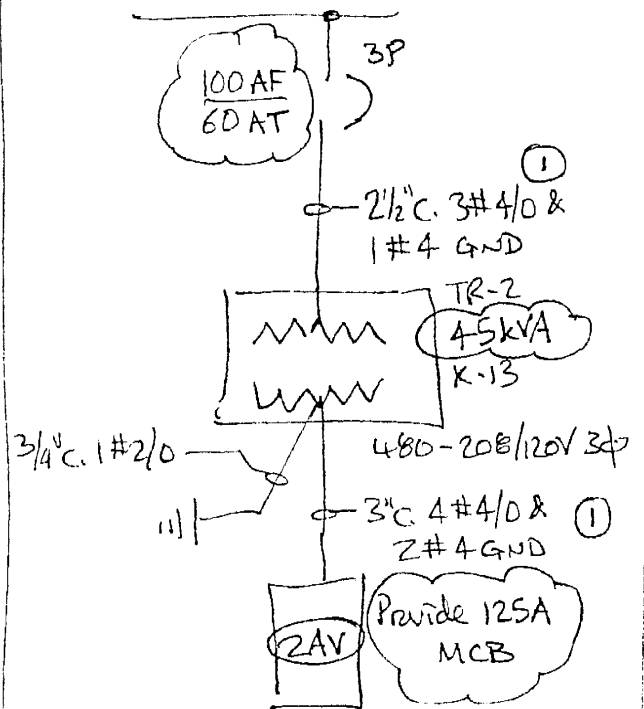
* This does not modify contract cost or time. If the recipient believes that the RFI affects contract cost or time, the recipient shall respond in writing in accordance with the Contract.

5-13-13

AS NOW SHOWN



CHANGES



① If transformer lugs will not accept 4/0 conductor, reduce to #2 at lugs

RFI 503 Sketch

Dated 4/30/13



Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

ATTACHMENT "D"

5-13-13

Project: -- 1011-11 CVHS Performing Arts Theater

Purchase Order No.:

Contract Number: 1011-11

DSA Number: 04-110424

REQUEST FOR INFORMATION

RFI No.: 00453

Title: POWER FOR FIRE CURTAIN MOTOR

Date: 1/25/2013

Required: 2/4/2013

Answered: 1/30/2013

From: Nathan Berkey

S.J. Amoroso Construction Co., Inc.

To:

Korin Lawing

Capistrano Unified School District

Contractor's Request:

The rigging contractor has provided a fire curtain motor and controls. However there is no circuit info on the plans. The motor is 3 phase 480V, 1/2HP. Please advise what circuits and panel and if fire alarm needs to tie into it.

Proposed Solution:

N/A

Owner's Representative's Additional Information:

Architect of Record's Response:

Fire Curtain Motor: 3/4" conduit, 3 #12 and 1 #12 ground to Panel H1A-5, 7, 9. California Fire Code 410.3.5
Proscenium Curtains does not contain a requirement for automatic operation or monitoring.

Commence the work described above immediately. In the event of a dispute of interpretation of the requested work, resolution shall be pursuant to the General Conditions Article 4.5 Disputes.

☐

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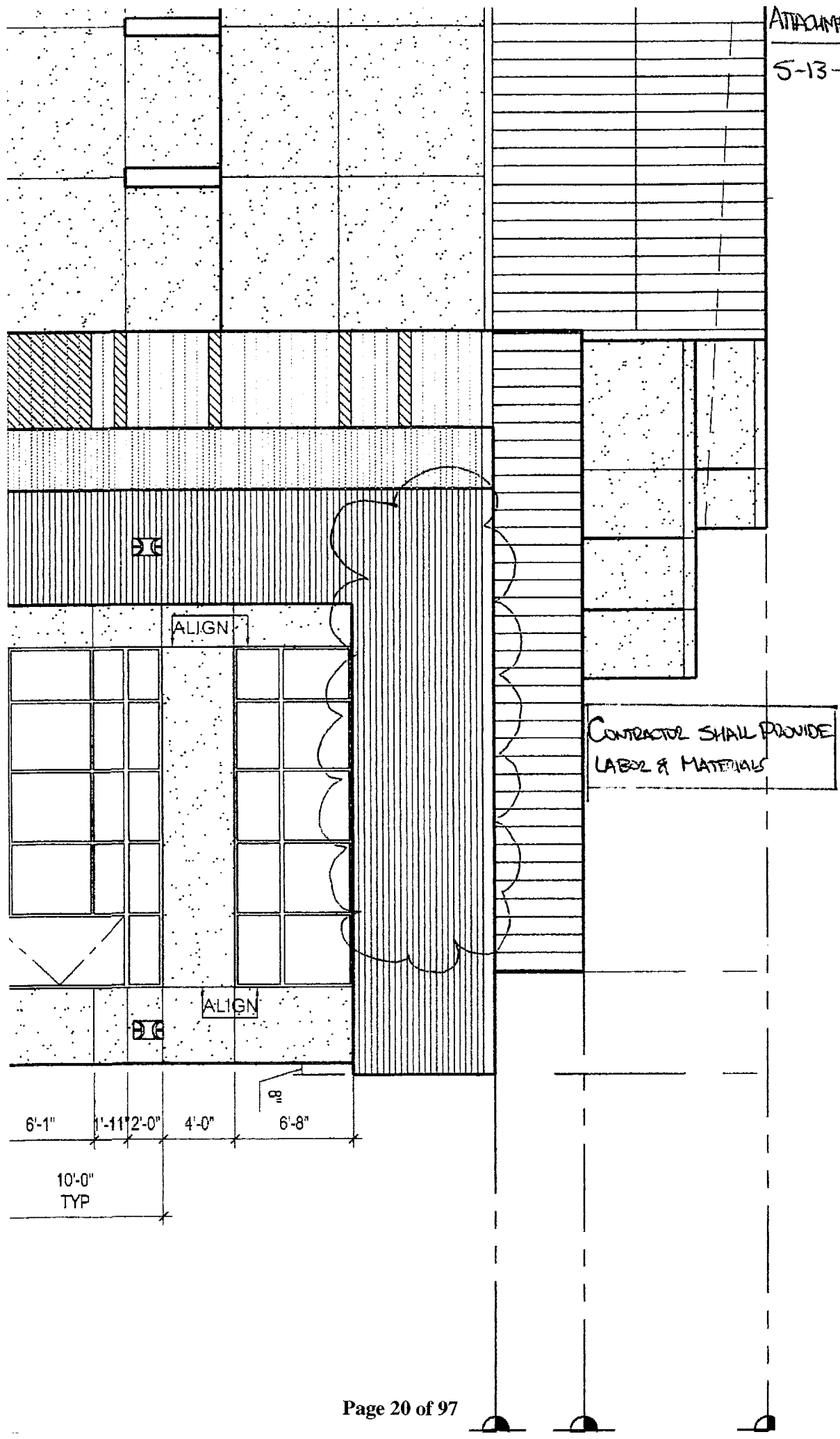
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5-13-13



REQUEST FOR INFORMATION

DSA Appl. No. (if applicable):		04-110424
School Name	Capistrano Valley High School	RF1 Number: 510
Project Name	CVHS - Performing Arts Theater	Date 1/0/1900
Project Description	Performing Arts Theater	Project No. 739
Issued To (Architect)	WLC Architects, Inc.	Contract No.
A2.3.A2.4.11/5.1	1	
Drawing Number Detail	Specification Section	Page

Request:

Subject: NO GUARDRAILS FOR LADDERS AT A211 CATWALK AND A308 SPOT BOOTH

NO GUARDRAIL FOR LADDERS IS SHOWN FOR A211 CATWALK AND A308 SPOT BOOTH. PLEASE ADVISE IF GUARDRAILS ARE NEEDED. SEE ATTACHMENT FOR LOCATIONS/DETAIL.

Request Issued by:	<u>Robert Cabrera</u>	Robert Cabrera	January 0, 1900
	Contractor's Signature	Name (Printed)	Date

Response:

Yes, guardrails are necessary at these locations and refer to detail 11/5.1 for similar condition.

Steven C. Stearns | WLC Architects, Inc. | 05.09.13

AE in General Responsible Charge is required to confirm compliance with DSA IR A-6 prior to submittal to OAR. Check the applicable box below.

No Change to DSA Approved Scope

- ☐ No Sketch Required:
(A/E's written response above is sufficient)
- ☐ Sketch required:
(No change to DSA Application scope)

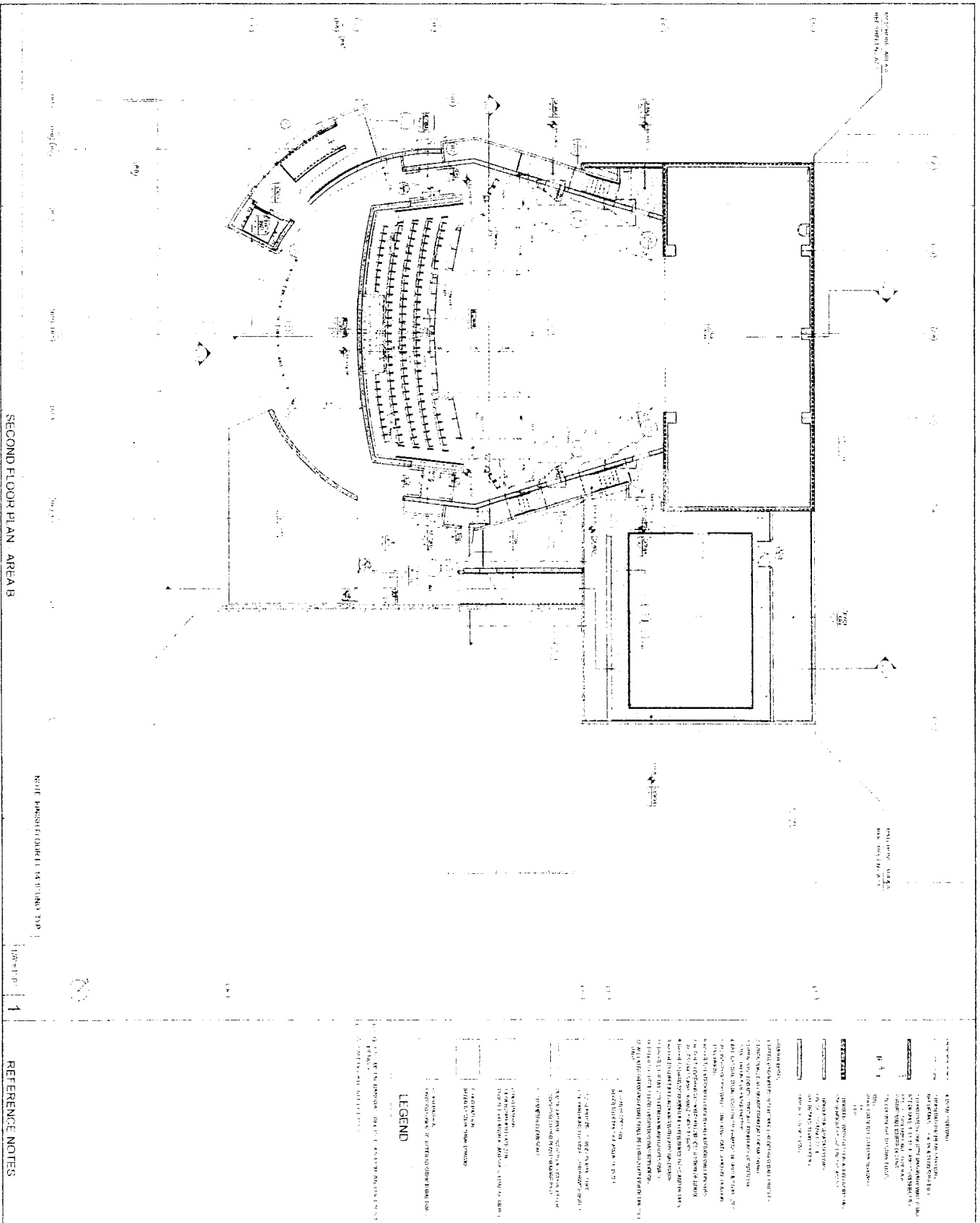
Change to DSA Approved Scope

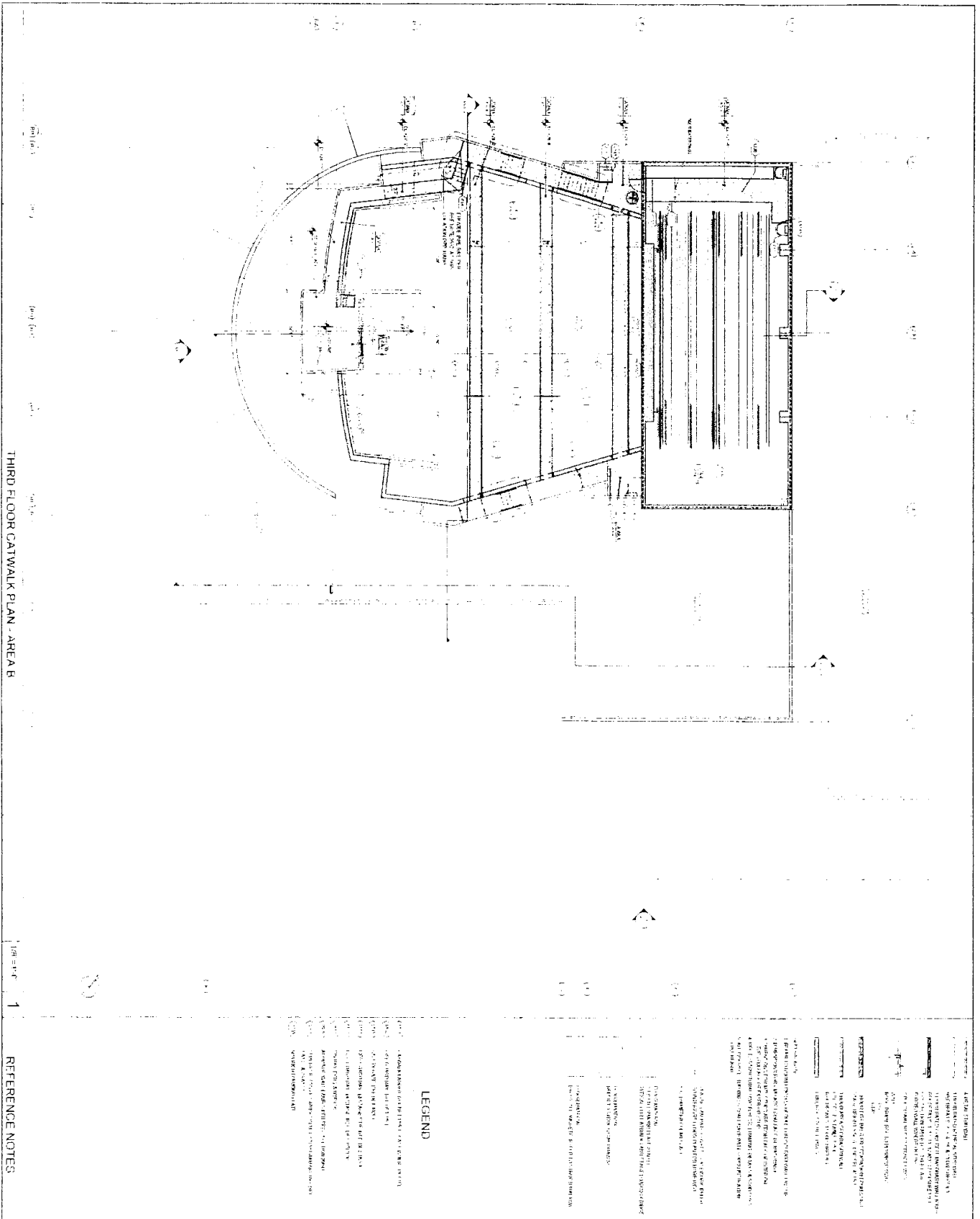
- ☐ Sketch and FCD Required:
(Attach FCD/sketch to this RFI response with AE stamp/signature)
- ☐ Sketch Required:
(Attach sketch to this RFI response with AE stamp/signature)


Response Review by:	<u>Architect's Signature</u>	<u>Name (Printed)</u>	<u>Date</u>
---------------------	------------------------------	-----------------------	-------------

Response Issued by:	<u>Owner Authorized Representative</u>	<u>Name (Printed)</u>	<u>Date</u>
---------------------	--	-----------------------	-------------

This Form Cannot Modify Contract Amount or Milestones and/or Contract Time.








WEC
Architects, Inc.
NORTH HAVEN, CONNECTICUT

CAPISTRANO VALLEY - PERFORMING ARTS THEATER
CAPISTRANO UNIFIED SCHOOL DISTRICT
MISSION VIEJO, CA



KEY PLAN

AREA B

CATWALK PLAN

AREA B

A2.4

LEGEND

1. EXISTING WALLS

2. EXISTING DOORS

3. EXISTING WINDOWS

4. EXISTING STAIRS

5. EXISTING ELEVATORS

6. EXISTING MECHANICAL ROOMS

7. EXISTING ELECTRICAL ROOMS

8. EXISTING TELEPHONE ROOMS

9. EXISTING JANUATORIES

10. EXISTING RESTROOMS

11. EXISTING LOCKERS

12. EXISTING STORAGE ROOMS

13. EXISTING OFFICES

14. EXISTING LABORATORIES

15. EXISTING GYMNASIUMS

16. EXISTING AUDITORIUMS

17. EXISTING THEATERS

18. EXISTING REHEARSAL ROOMS

19. EXISTING DRESSING ROOMS

20. EXISTING PROP ROOMS

21. EXISTING MAKEUP ROOMS

22. EXISTING HAIR ROOMS

23. EXISTING CLOTHING ROOMS

24. EXISTING SHOE ROOMS

25. EXISTING JEWELRY ROOMS

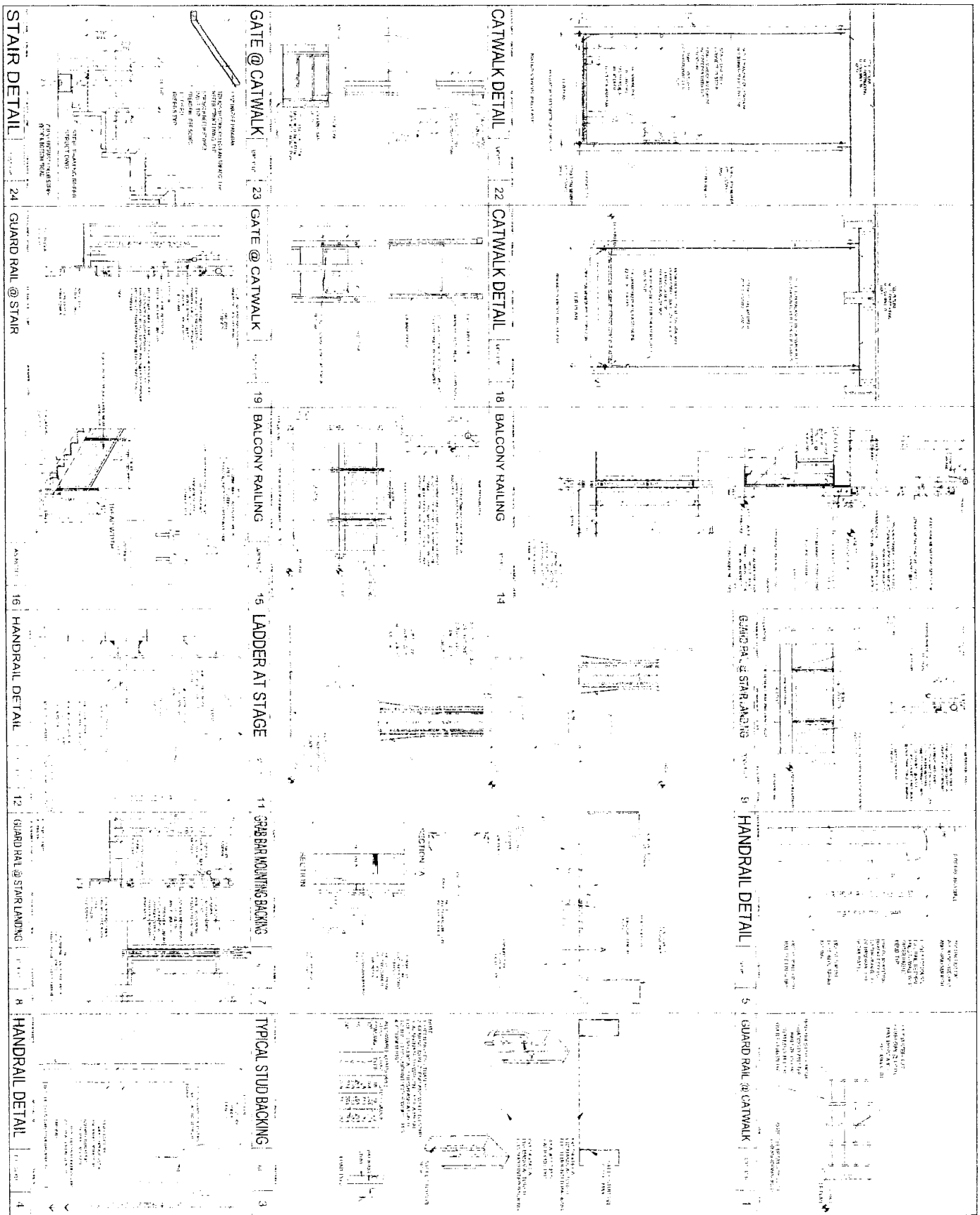
26. EXISTING ACCESSORIES ROOMS

27. EXISTING COSMETICS ROOMS

28. EXISTING NAIL ROOMS

29. EXISTING SKIN CARE ROOMS

30. EXISTING TANNING ROOMS



WLC
Architects, Inc.
SOUTHERN CALIFORNIA

CAPISTRANO VALLEY - PERFORMING ARTS THEATER
CAPISTRANO UNIFIED SCHOOL DISTRICT
MISSION VIEJO, CA

KEY PLAN

DETAILS
5.1

DATE: 5-13-13
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]



Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

ATTACHMENT "G"

5-13-13

Project: -- 1011-11 CVHS Performing Arts Theater

Purchase Order No.:

Contract Number: 1011-11

DSA Number: 04-110424

REQUEST FOR INFORMATION

RFI No.: 00341

Title: Drywall around windows and sill

Date: 9/7/2012

Required: 9/10/2012

Answered: 9/11/2012

From: Justine Quintos
EDGE Development, Inc.

To: Korin Lawing
Capistrano Unified School District

Contractor's Request:

This is a confirming RFI with WLC and owner's rep that the following sketches for the drywall around the windows and sill will apply. Please advise.

Proposed Solution:

N/A

Owner's Representative's Additional Information:

Architect of Record's Response:

Confirmed. Proceed per attached Sketches SKA-033, SKA-033A, SKA-033B, and SKA-033C all dated 8/28/12.

Commence the work described above immediately. In the event of a dispute of interpretation of the requested work, resolution shall be pursuant to the General Conditions Article 4.5 Disputes.

☐

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☐

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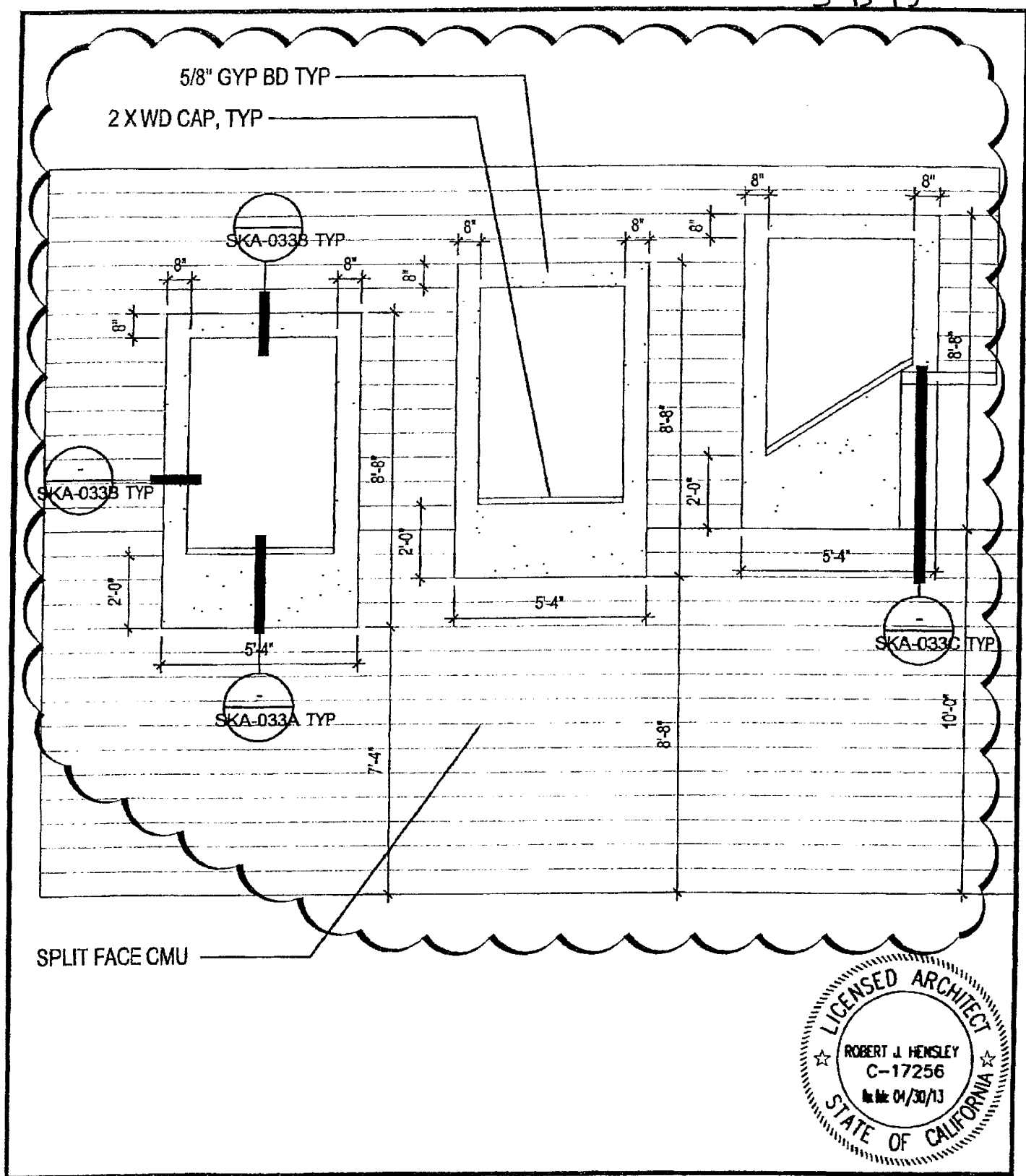
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WLC
Architects, Inc.
BARBARA CUCCAMONICA - PRINCIPAL - SHERIDAN TAYLOR

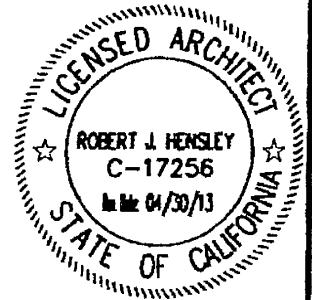
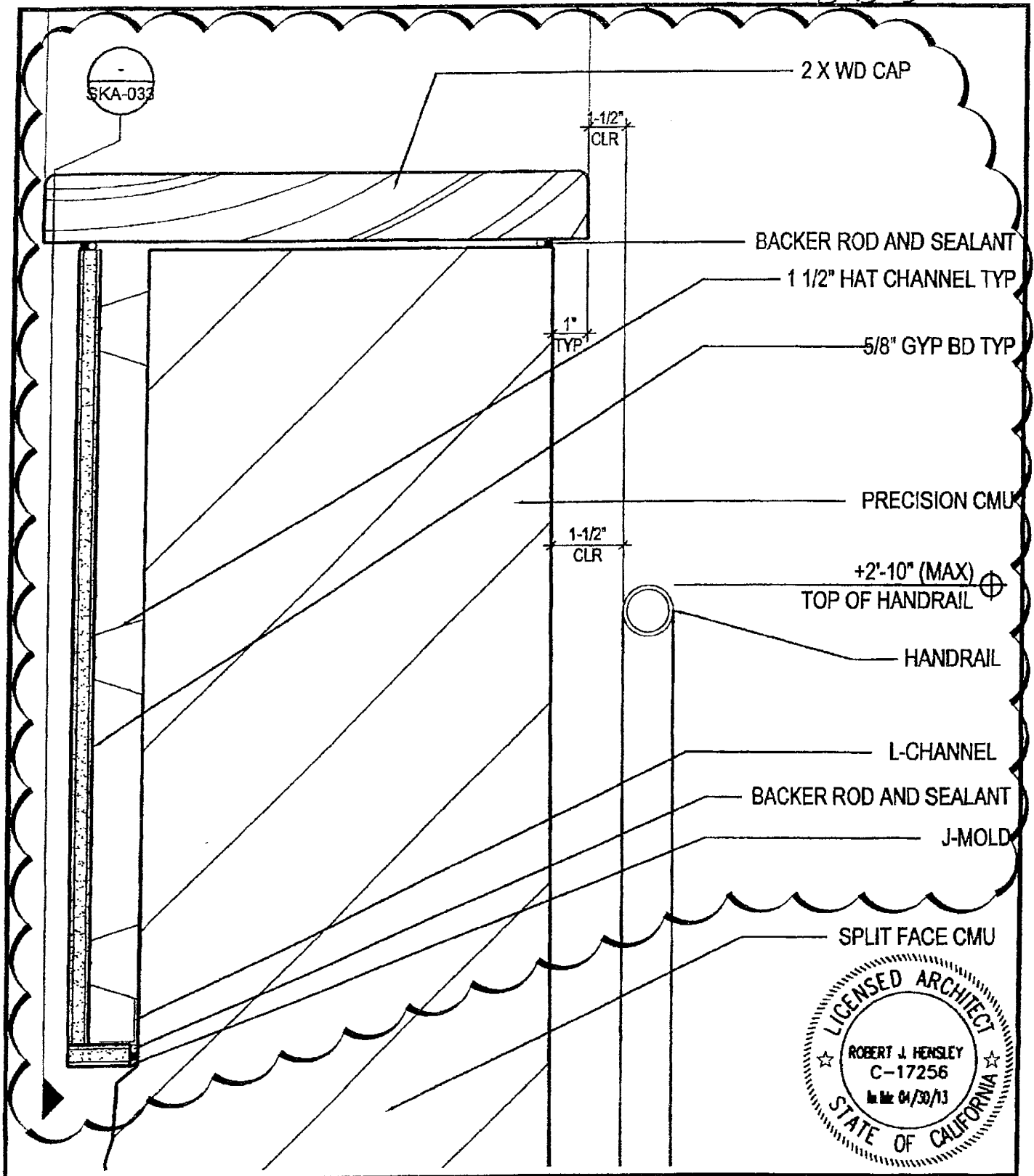
SOUTHERN CALIFORNIA
8163 Rochester Ave., Suite 100
Rancho Cucamonga California 91730-0729
tel: 909-987-0909

**CAPISTRANO VALLEY
PERFORMING ARTS THEATER
MISSION VIEJO, CA**

DRAWN XX
CHECKED XX
DATE 08.28.12
SCALE 3" = 1'-0"
JOB NO. 08140.5

SKA-033

ATTACHMENT "6.2"
5-13-13



WLC
Architects, Inc.
RANCHO CUCAMONGO - FOLSOM - BAKERSFIELD

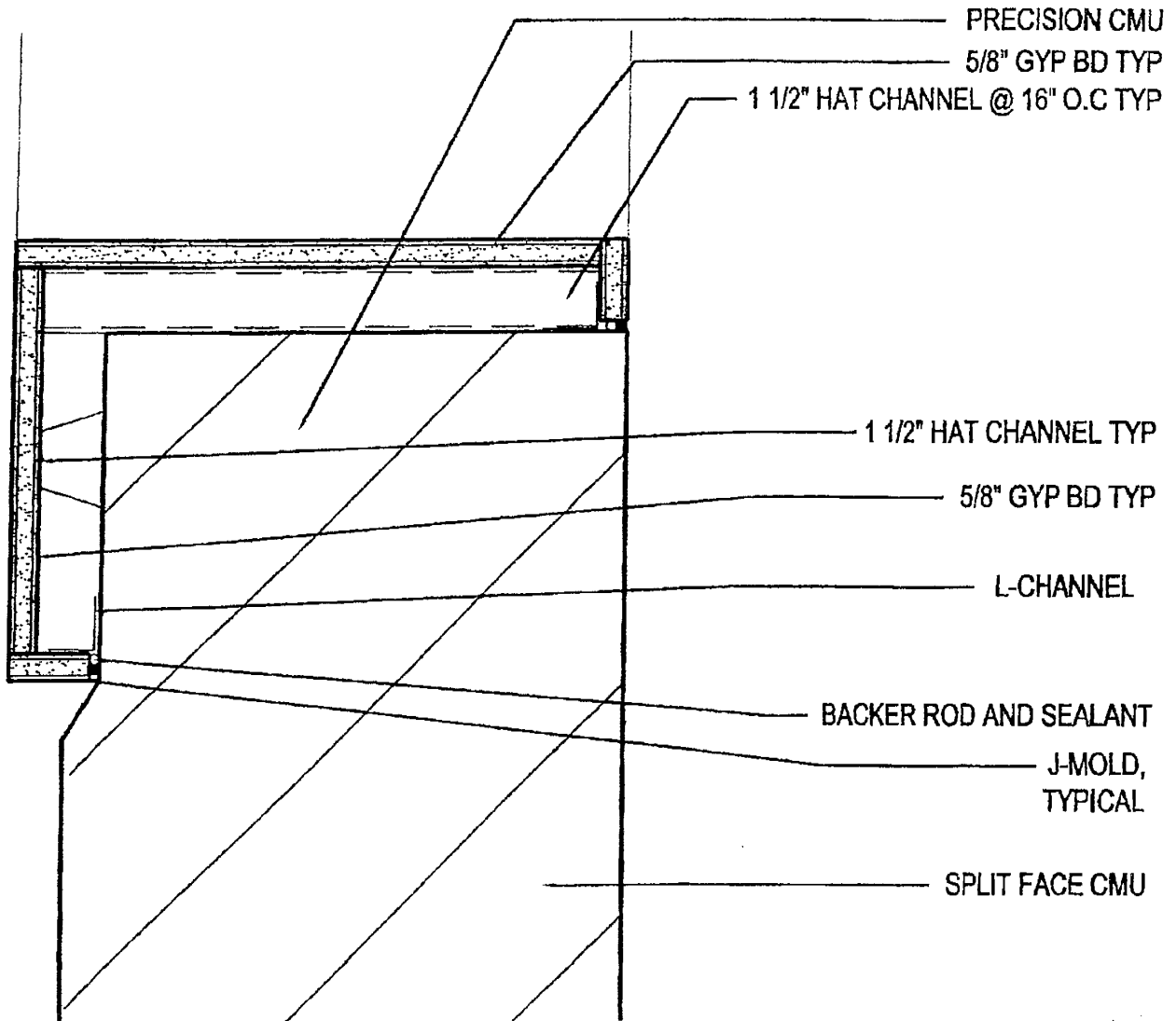
SOUTHERN CALIFORNIA
8163 Rochester Ave.,
Suite 100
Rancho Cucamonga
California 91730-0729
tel: 909-987-0909

**CAPISTRANO VALLEY
PERFORMING ARTS THEATER
MISSION VIEJO, CA**

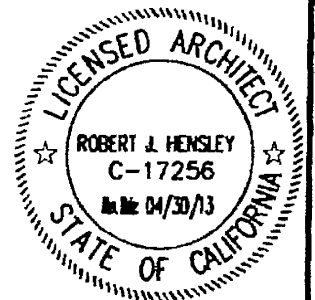
DRAWN XX
CHECKED XX
DATE 08.28.12
SCALE 1/8" = 1'-0"
JOB NO. 08140.5

SKA-033A

431



DETAIL A
(JAMB/ HEAD)



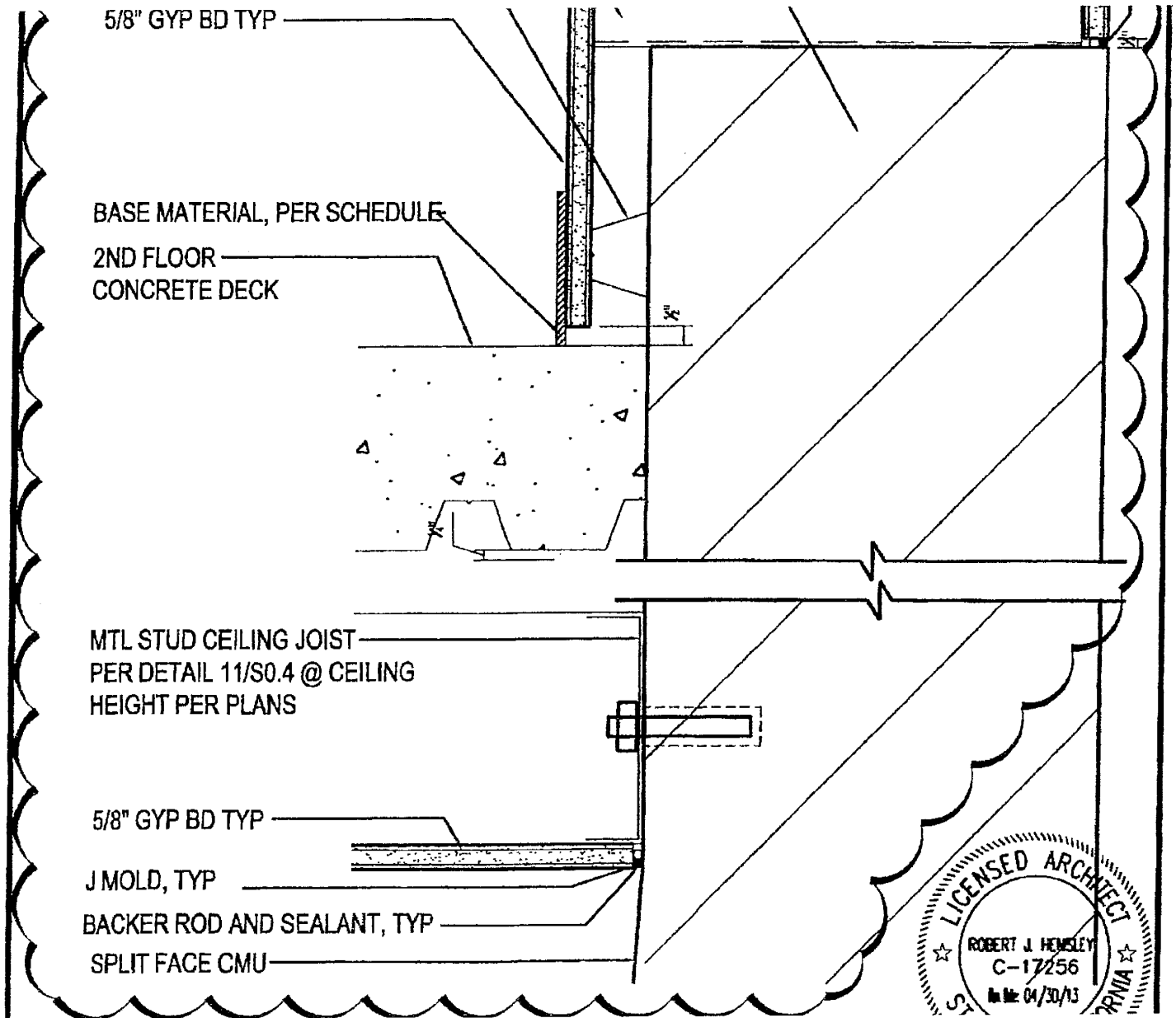
WLC
Architects, Inc.
RENEVO CUAMONGA - FOLBORN - DAKETTYLLA

SOUTHERN CALIFORNIA
8163 Rochester Ave.,
Suite 100
Rancho Cucamonga
California 91730-0729
tel: 909-987-0909
fax: 909-987-0909

**CAPISTRANO VALLEY
PERFORMING ARTS THEATER
MISSION VIEJO, CA**

DRAWN	XX
CHECKED	XX
DATE	08.28.12
SCALE	3" = 1'-0"
JOB NO.	08140.5

SKA-033B





Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

ATTACHMENT "H"

5-13 -13

Project: -- 1011-11 CVHS Performing Arts Theater

Purchase Order No.:

Contract Number: 1011-11

DSA Number: 04-110424

REQUEST FOR INFORMATION

RFI No.: 00426

Title: ADDED LIGHT FIXTURE IN ROOM A126

Date: 1/2/2013

Required: 1/4/2013

Answered: 1/3/2013

From: Phil Tanghal

S.J. Amoroso Construction Co., Inc.

To:

Korin Lawing

Capistrano Unified School District

Contractor's Request:

The owner has requested to delete the T-bar ceiling and add a hard lid ceiling in room A126 - Office. We will also add a 2' x 4' light in this room which is extra and on site due to miscellaneous changes. Please confirm.

Proposed Solution:

N/A

Owner's Representative's Additional Information:

Architect of Record's Response:

One 3-lamp fixture in Room A126 will meet the minimum illumination recommended for an office

Commence the work described above immediately. In the event of a dispute of interpretation of the requested work, resolution shall be pursuant to the General Conditions Article 4.5 Disputes.

☐

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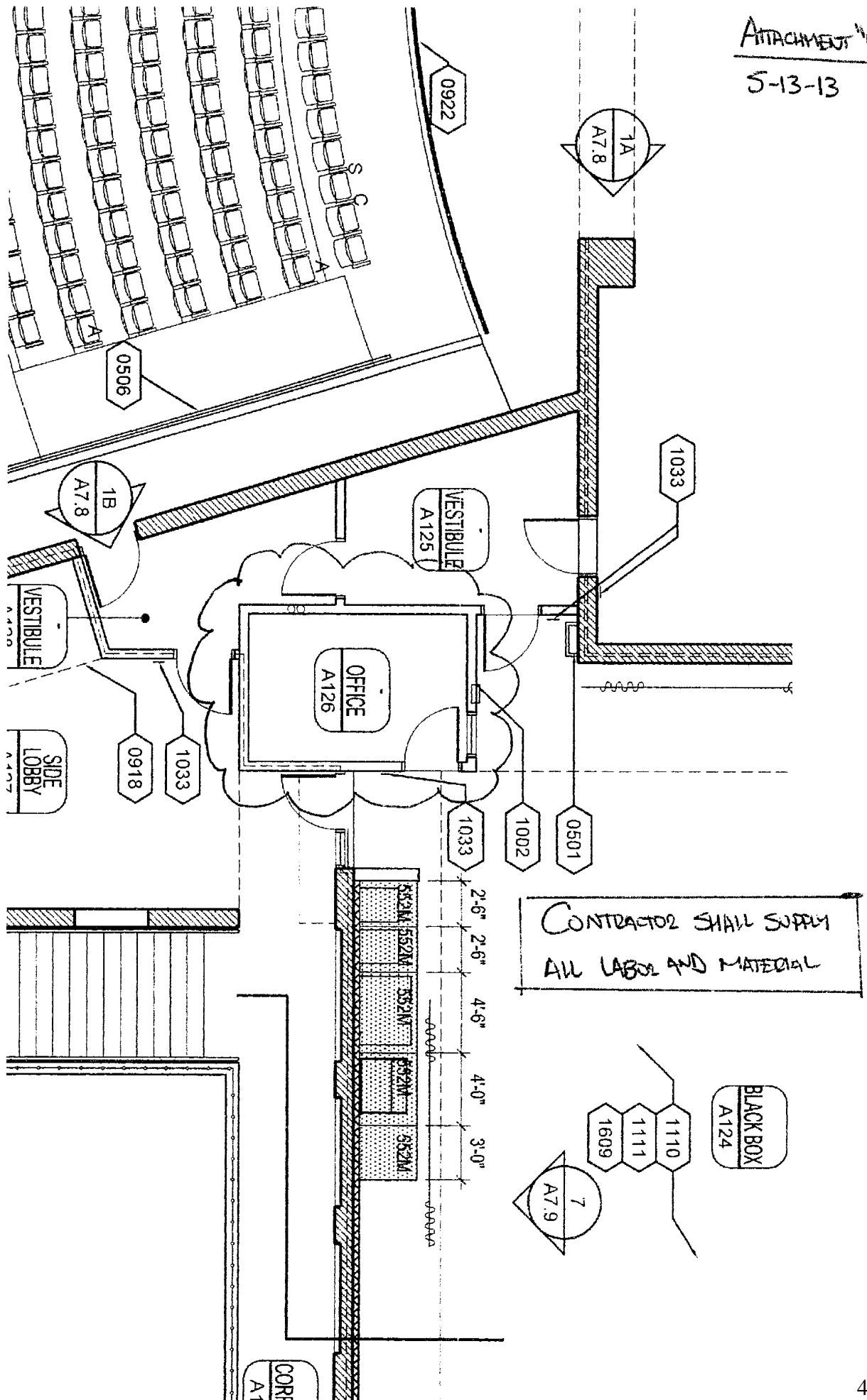
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5-13-13





Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

ATTACHMENT "1"

Project: -- 1011-11 CVHS Performing Arts Theater

5-13-13

Purchase Order No.:

Contract Number: 1011-11

DSA Number: 04-110424

REQUEST FOR INFORMATION

RFI No.: 00438

Title: R1 FIXTURES IN THEATRE

Date: 1/11/2013

Required: 1/21/2013

Answered: 1/15/2013

From: Phil Tanghal

S.J. Amoroso Construction Co., Inc.

To: Korin Lawing

Capistrano Unified School District

Contractor's Request:

At the 2nd level seating area two type R1 fixtures (see sketch for locations) are located beneath mechanical ducts and will not fit between the curved ceiling panels and the duct. Please advise.

Proposed Solution:

N/A

Owner's Representative's Additional Information:

Architect of Record's Response:

Relocate the fixtures to an unobstructed area as noted in the attached sketch.

John Simmons Jan 15, 2013

Commence the work described above immediately. In the event of a dispute of interpretation of the requested work, resolution shall be pursuant to the General Conditions Article 4.5 Disputes.

☐

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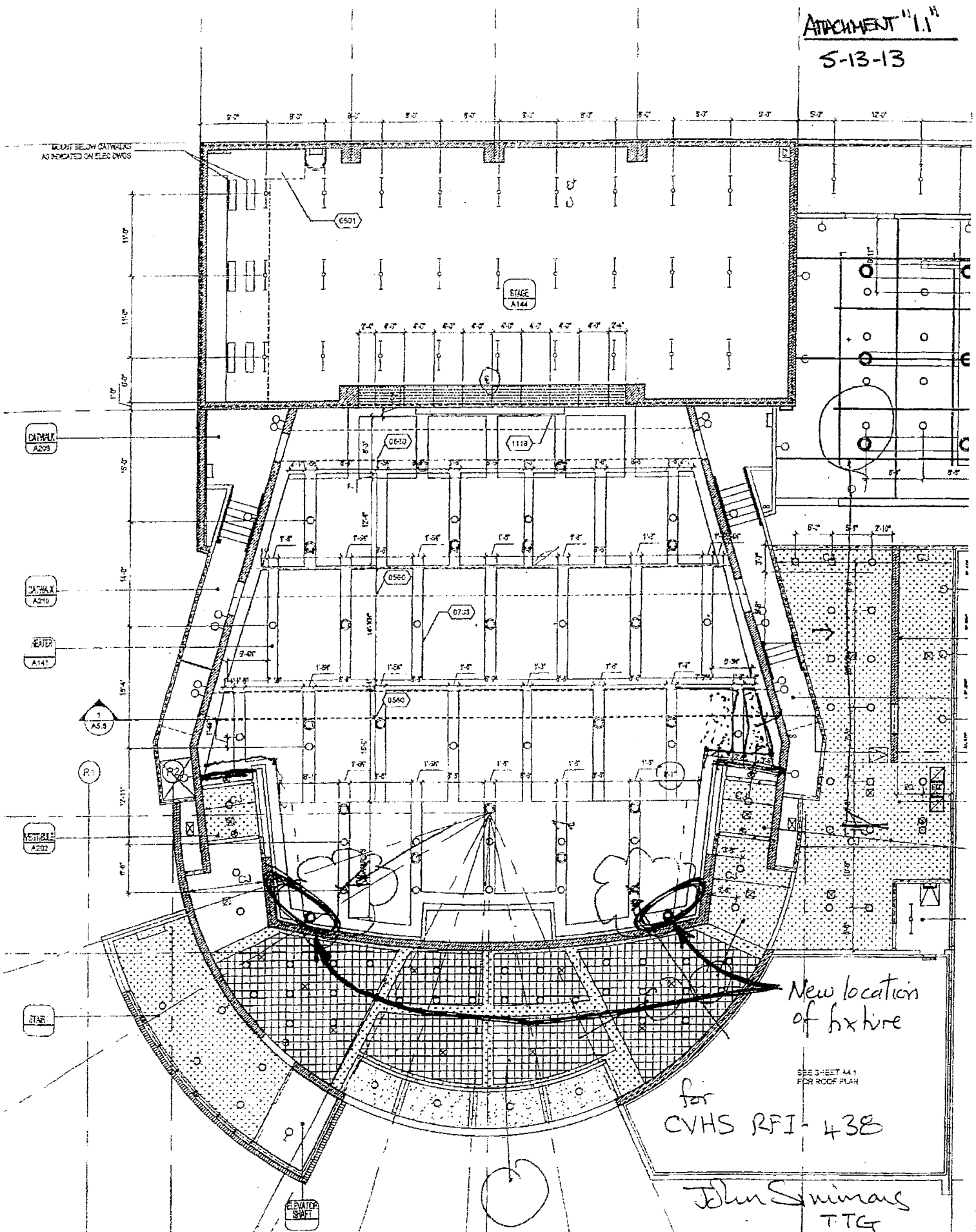
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5-13-13





Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

ATTACHMENT 'L'

5-13-13

Project: -- 1011-11 CVHS Performing Arts Theater

Purchase Order No.:

Contract Number: 1011-11

DSA Number: 04-110424

REQUEST FOR INFORMATION

RFI No.: 00508

Title: DUCT DETECTOR POWER

Date: 5/1/2013

Required: 5/7/2013

Answered: 5/6/2013

From: Nathan Berkey
S.J. Amoroso Construction Co., Inc.

To: Korin Lawing
Capistrano Unified School District

Contractor's Request:

CONFIRMING RFI. PLEASE CONFIRM THE DUCT DETECTORS ARE TO BE POWERED FROM THE FIRE ALARM SYSTEM PER ATTACHED SKETCHES.

Proposed Solution:

N/A

Owner's Representative's Additional Information:

Architect of Record's Response:

Confirmed, the duct detectors are to be powered from the fire alarm system per the attached "Attachment A", Sheets 1 through 3, all dated 5/1/13.

Commence the work described above immediately. In the event of a dispute of interpretation of the requested work, resolution shall be pursuant to the General Conditions Article 4.5 Disputes.

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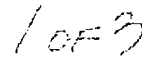
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extend existing writing to collector.

5-13-13

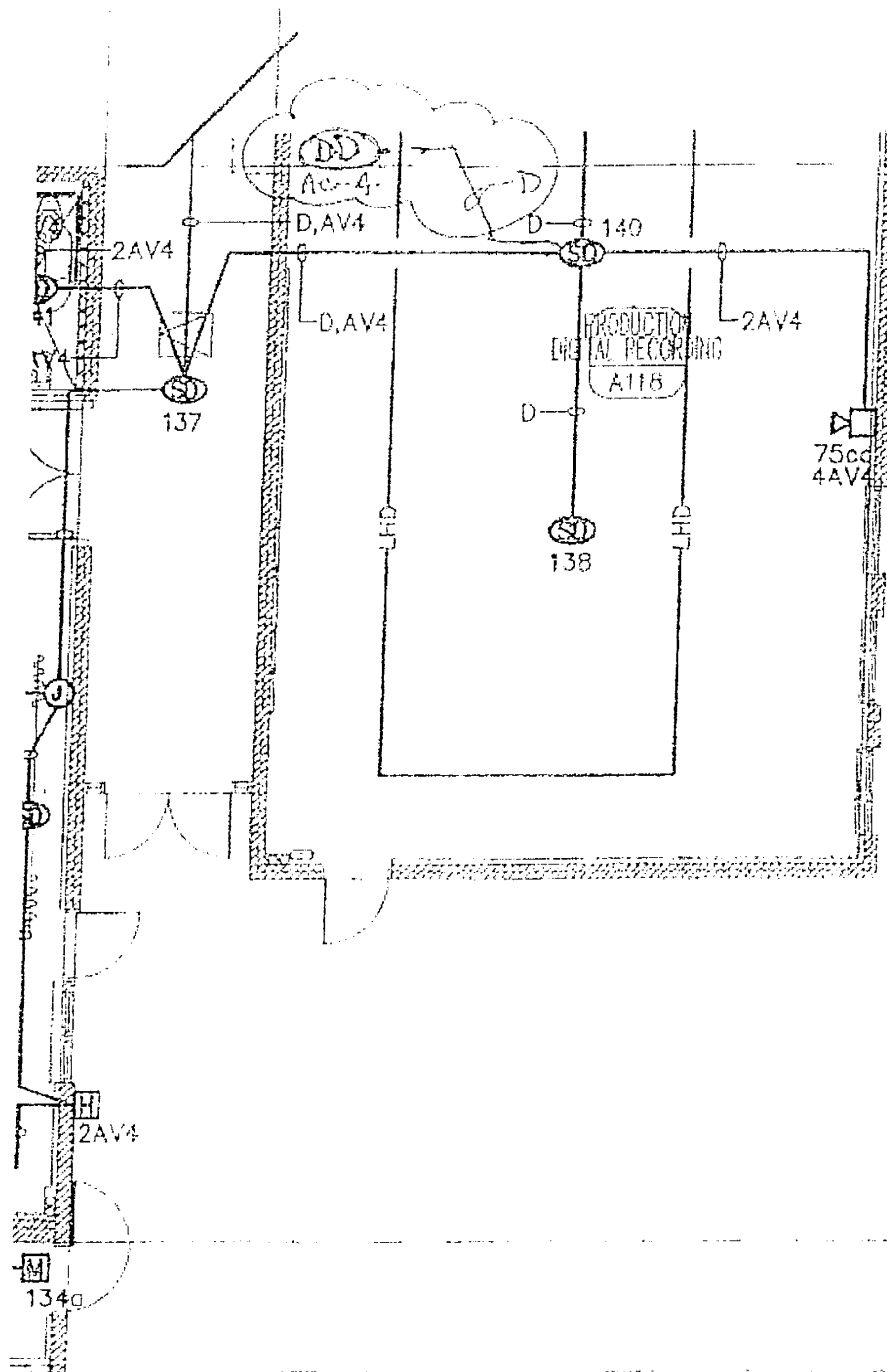


ATTACHMENT "J.2"

5-13-13

Reference sheet
E5.3

Extend existing
wiring to detector.



2. of 3



Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

Project: -- 1011-11 CVHS Performing Arts Theater

Contract Number: 1011-11

DSA Number: 04-110424

WORK ORDER

To: Liberty Mutual Insurance Co.
1001 4th Avenue
13th Floor
Seattle, WA 98154

Work Order No. : 00093

Date: 5/16/2013

Title: Condensate Drain & Paint Remediation

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

- Item #1) Analysis of the contract documents revealed the omission of a fan coil condensate overflow and drain line. As such, the contractor shall provide all labor and materials for installation of drain and routing to approved point of drainage. (Refer to Attachment "A")
- Item #2) Pursuant to a jobwalk with the Owner's Representative it was determined to prime and paint ceiling in the upstairs lobby (room A203) to match existing. As such, the contractor shall provide all labor and materials. (Refer to Attachment "B")
- Item #3) Pursuant to a jobwalk with the Owner's Representative it was determined to paint the ceiling drywall in dimmer room (A145) to match existing. As such, the contractor shall provide all labor and materials. (Refer to Attachment "C")
- Item #4) Pursuant to a jobwalk with the Owner's Representative it was deemed necessary for the installation of 40 lf of base molding to the stage (room A144) for aesthetic improvements. The contractor shall provide all labor and materials for installation of molding. (Refer to Attachment "D")
- Item #5) Analysis of the original contract documents revealed the omission of a roll-up door frame access panel in the ticket room (A134). As such, the contractor shall provide all labor and materials for installation of panel. (Refer to Attachment "E")
- Item #6) The original contract documents omitted a telephone line connection to the wheel chair lift (A137) requiring the routing of cat6 line from the data room. The contractor shall provide all labor and materials for this procedure. (Refer to Attachment "F")
- Item #7) Pursuant to RFI #497 the wood paneling in the lobby (A130) shall be modified. As such, the contractor shall provide all necessary hardware and labor for installation. (Refer to Attachment "G")
- Item #8) Pursuant to RFI #502 the wood base at the stage (A144) shall be modified. As such, the contractor shall provide all necessary hardware and labor for installation. (Refer to Attachment "H")
- Item #9) The drywall in the production room (room A118) shall be primed and painted to match existing for a finished appearance. The contractor shall provide all labor and materials for procedure. (Refer to Attachment "I")
- Item #10) Pursuant to RFI #507 (2) additional smoke and heat detectors and conduit shall be added to the spot booth (room A301). As such, the contractor shall provide all labor and material for installation. (Refer to Attachment "J")
- Item #11) Pursuant to RFI's 483 & 496 an additional heat detector will be added to the elevator machine room (A140). Materials and labor for installation of detector shall be provided by the contractor. (Refer to Attachment "K")
- Item #12) Pursuant to a jobwalk with the Owner's Representative it was deemed necessary to laminate (2) concrete columns at the sound and lighting booth (room A139) for a finished appearance. As such, the contractor shall provide all labor and material for procedure. (Refer to Attachment "L")



Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

Project: -- 1011-11 CVHS Performing Arts Theater
Contract Number: 1011-11

DSA Number: 04-110424

WORK ORDER

To: Liberty Mutual Insurance Co.
1001 4th Avenue
13th Floor
Seattle, WA 98154

Work Order No. : 00093
Date: 5/16/2013

Title: Condensate Drain & Paint Remediation

Item #13) Pursuant to a jobwalk with the Owner's Representative it was determined to add additional hat channels to furr for electrical conduit at the second floor lobby (room A203). The contractor shall provide all labor and materials for installation of channels (Refer to attachment "M")

Item #14) Pursuant to Bulletin #21R1 fixture studs #3 & 4 in the east lobby (room A124) shall be relocated and shortened to comply with a 45 degree swing. As such, the contractor shall provide all labor and materials for installation (Refer to Attachment "N")

Item	Description	Amount
00001		\$23,444.00

Proposal Details:

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

- ☒ Lump Sum **\$23,444.00** ☐ Not To Exceed _____
- ☐ Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms
- ☐ Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review and will be resolved to be mutually agreeable
- ☐ In accordance with Contract unit prices

TIME:

- ☒ No Change ☐ Time Impact Unknown ☐ Impact to Contract completion is estimated at _____ days
- ☐ Will not change completion date but is expected to impact specific CPM Activities. Activity Numbers _____ Days _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed in accordance with the Contractor's weekly and monthly schedule

	Signature	Date
CUSD - Joe Farley		5/23/13
Owner's Representative		5/23/13
Completing Surety		5/20/13
Architect of Record		05.22.13
Inspector of Record		05/23/13

443

Capistrano Valley Performing Arts Theater BID # 1011-11

WO 93

Detectors & Paint Renovations

DATA DATE 5-15-13

Refer to Attachment 'A' 'B' 'C' 'D' 'E' 'F' 'G' 'H' 'I' 'J' 'K' 'L' 'M' & 'N'

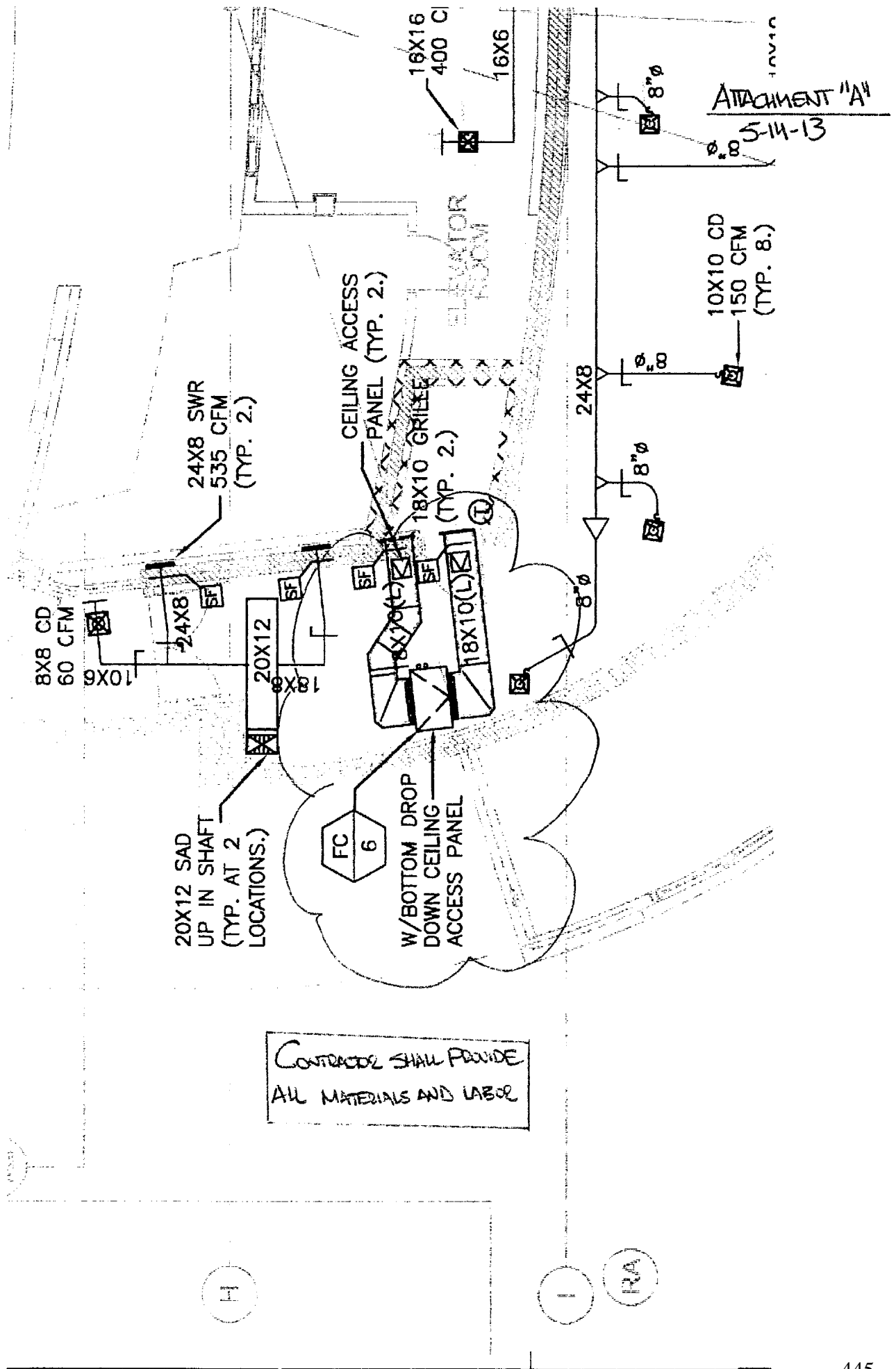
Add

ITEM NO	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
CUSD					
1	A fan coil Condensate overflow drain omitted from the original contract documents will be constructed and routed to an approved point of drainage (Refer to Attachment 'A') material = \$564.50 backhoe w/ auger \$150/hr x 2 hrs = \$300.00 labor= 2 men x 8 hrs x \$60/hr = \$960	\$ 300.00	\$ 564.50	\$ 960.00	\$ 1,824.50
2	The ceiling in the upstairs lobby (room A203) shall be primed and painted to match existing to provide a finished appearance (Refer to Attachment 'B') labor and materials = \$550.00			\$ 550.00	\$ 550.00
3	The ceiling in dimmer room (room A145) shall be primed and painted to match existing for a finished appearance (Refer to Attachment 'C') labor and materials = \$241.00			\$ 241.00	\$ 241.00
4	Per architectural directive 40 If of base molding shall be added to stage (room A144) for aesthetic improvement (Refer to Attachment 'D') labor and materials = \$675.80			\$ 675.80	\$ 675.80
5	A frame access panel omitted from the original contract documents shall be added to the concession ticket room (room A134) for the roll-up door (Refer to Attachment 'E') labor and materials = \$1472.80			\$ 1,472.80	\$ 1,472.80
6	The original contract documents omitted a telephone line connection to the wheel chair lift (A137) requiring the routing of Cat6 line from data room (Refer to Attachment 'F') material = \$1094.25 labor= 11.210 hrs x \$60/hr = 672.61		\$ 1,094.25	\$ 672.61	\$ 1,766.86
7	Pursuant to RFI #497 the wood paneling in lobby (room A130) shall be modified (Refer to Attachment 'G') labor and materials = \$740.00			\$ 740.00	\$ 740.00
8	Pursuant to RFI #502 the wood base at the stage (room A144) shall be modified (Refer to Attachment 'H') labor and materials = \$740.00			\$ 740.00	\$ 740.00
9	The drywall in the production room (room A118) shall be primed and painted to match existing for a finished appearance (Refer to Attachment 'I') labor and materials = \$309.00			\$ 309.00	\$ 309.00
10	Pursuant to RFI #507 (2) additional smoke and heat detectors and conduit shall be added to the spot booth (room A301) (Refer to Attachment 'J') labor= 10.8 hrs x \$60/hr = \$648.01 trim = \$9.75 alarms = \$2906.82		\$ 2,966.57	\$ 648.01	\$ 3,614.58
11	Pursuant to RFI's 483 & 496 an additional heat detector will be added to the elevator machine room (A140) (Refer to Attachment 'K') labor and materials= \$1636.40			\$ 1,636.40	\$ 1,636.40
12	Pursuant to a jobwalk it was deemed necessary to laminate 2 concrete columns at the sound and lighting booth (room A139) for a finished appearance (Refer to Attachment 'L') labor and materials= \$1000.00			\$ 1,000.00	\$ 1,000.00
13	Pursuant to a jobwalk it was deemed necessary to add additional hat channels to furr for electrical conduit at the second floor lobby (room A203) (Refer to Attachment 'M') labor and materials = \$4000.00			\$ 4,000.00	\$ 4,000.00
14	Pursuant to bulletin #21R1 fixture studs # 3 & 4 in the east lobby (room A127) shall be relocated and shortened to comply with a 45 degree swing (Refer to Attachment 'N') scissor lift = \$767.00/day 2 men x 8 hrs x \$60/hr = \$960.00	\$ 767.00		\$ 960.00	\$ 1,727.00

Subtotal Add	\$ 20,297.84
10% Fee	\$ 2,029.79
Subtotal	\$ 22,327.73
5% GC/Ins. Fee	\$ 1,116.39
Net Add	\$ 23,444.12

FULL AND FINAL TOTAL* \$ 23,444

*Rounded to nearest dollar



~ R.C. Scheu Plumbing ~

ATTACHMENT "A1"

5-14-13

Telephone 909 626 7693

Fax 909 626 6149

11923 Del Mar Avenue
Carlsbad, CA 92008

License # 506843

May 10, 2013

To:	SJ Amoroso	Attention:	Phil Tanghael
Fax:		Phone:	
Project:	CVHS Performing Arts Theater		
Subject:	Condensate drain for FC-6		

Change Order Cost Proposal

Cost to run condensate drain and condensate overflow drains to approved point of drainage

Price: \$ 2,006.95

Cost Breakdown

Item	Qty	Unit	Cost	Per	Total
1) Material					\$ -
2) copper pipe	50	ft	\$4.50	ft	\$ 225.00
3) hangers and supports	10		\$5.00		\$ 50.00
4) 8" perf. pipe	4		\$4.00		\$ 16.00
5) gravel	600	lbs	\$0.10		\$ 60.00
6) insulation	30	ft	\$4.25	ft	\$ 127.50
7) yard box	1		\$86.00		\$ 86.00
8)					\$ -
9) backhoe w/auger	2	hrs	\$150.00	hr	\$ 300.00
10)					\$ -
11) labor	16	hrs	\$60.00	hr	\$ 960.00
12)					\$ -
13)					\$ -
14)					\$ -
15)					\$ -
16)					\$ -
17)					\$ -
18)					\$ -
19)					\$ -
20)					\$ -
21)					\$ -
22)					\$ -
23)					\$ -
24)					\$ -
25)					\$ -

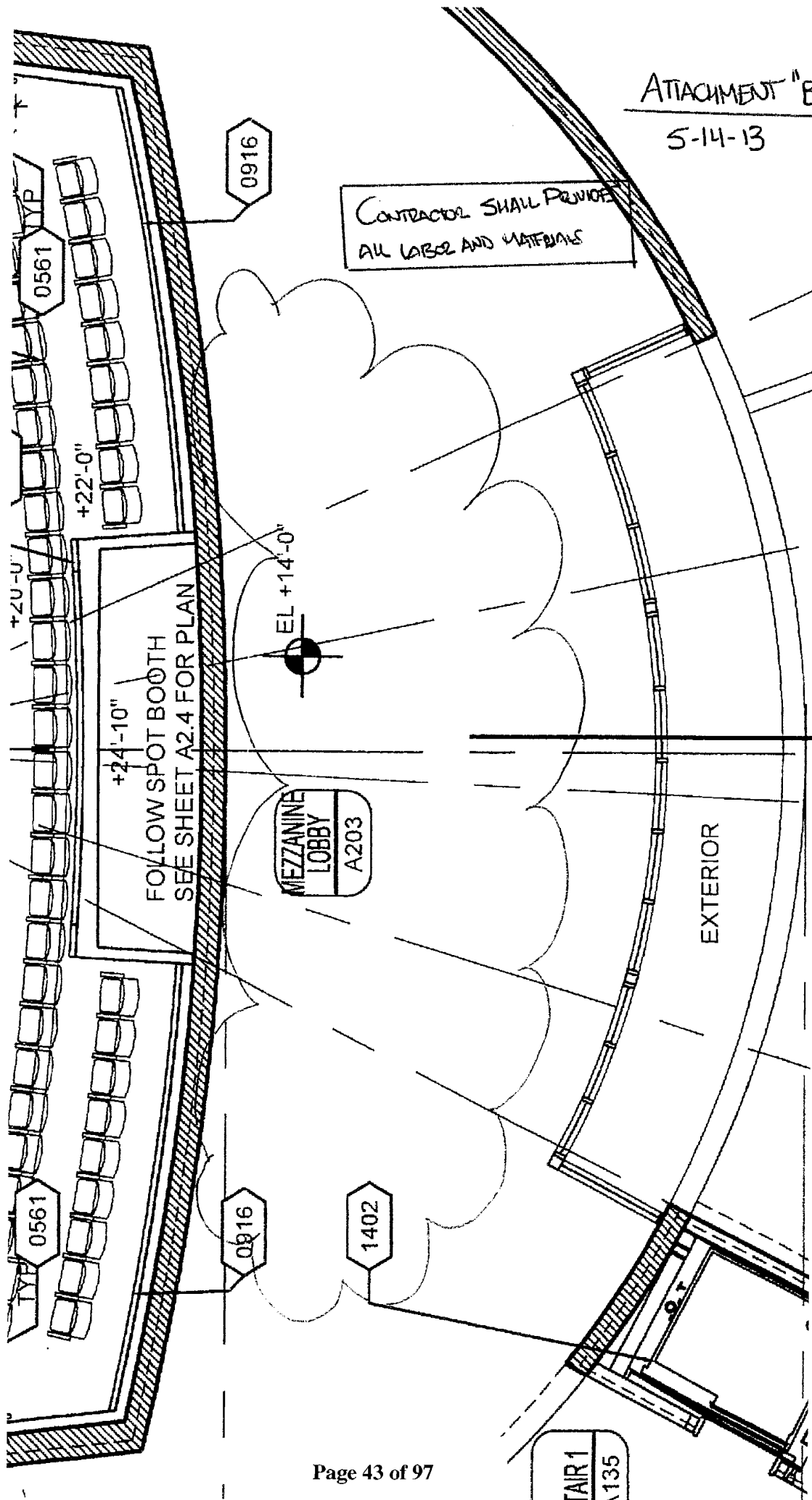
Total Base Cost	\$	1,824.50
O & P @ 10.00%	\$	182.45
Total Cost of Proposal	\$	2,006.95

NOTE {

O.K.
WE 5/10/13

ATTACHMENT "B"

5-14-13





perkins

ATTACHMENT "B.1"

5-14-13

16200

*Covering Southern California
Since 1960*

Extra Work Order

State License #459148

Date: _____ Builder/Contractor: _____
Project: _____ Bldg/Phase: _____ Unit/Lot: _____

Description of Work To Be Completed:
Reason For Extra Work :

Backcharge? (Y/N)	Chargeable To:
-------------------	----------------

(This Section Only To Be Completed By Builder Representative)

[illegible]

WMPCo Representative (Print): _____

100

The Wm. M. Perkins Company Inc. is hereby authorized to complete the above work.

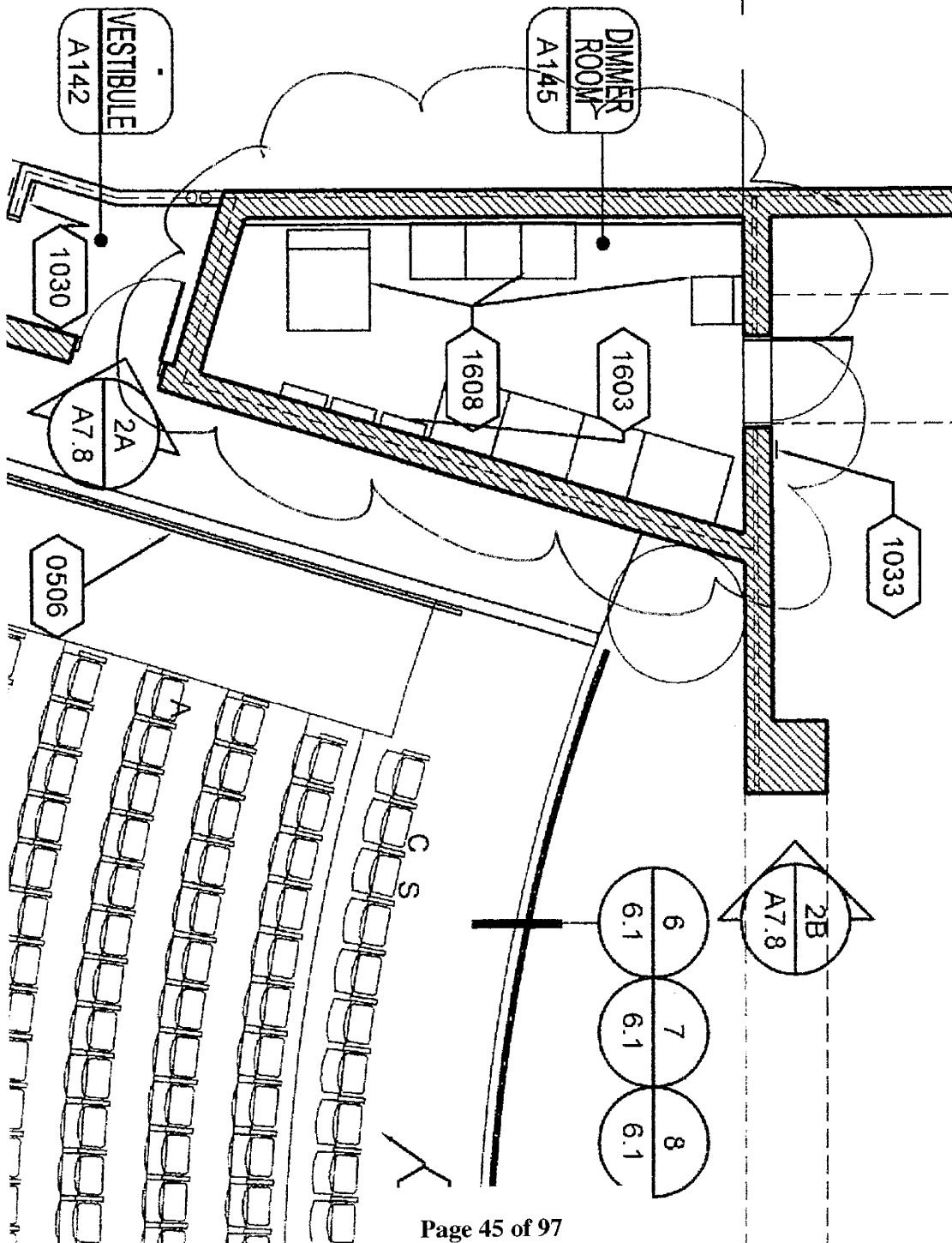
Work Authorized By: _____ Date: _____ PO# _____
Builder Representative Signature

Work Satisfactorily Completed: _____ Date: _____
Builder Representative Signature

(This Section Only To Be Completed By Builder Representative)

5-14-13

CONTRACTOR SHALL PROVIDE
ALL LABOR AND MATERIALS



*Covering Southern California
Since 1969*

8145 VIKAR, J. J. 21861-1
 8146 VIKAR, J. J. 21861-2
 8147 VIKAR, J. J. 21861-3
 8148 VIKAR, J. J. 21861-4



perkins

PERKINS
PERKINS
PERKINS
PERKINS

Extra Work Order

State License #459148

Date:	Builder/Contractor:	
Project:	Bldg/Phase:	Unit/Lot:

Description of Work To Be Completed: _____

Reason For Extra Work : _____

Backcharge? (Y/N)	Chargeable To:
(This Section Only To Be Completed By Builder Representative)	

[illegible][illegible]

WMPCC Representative (Print): _____

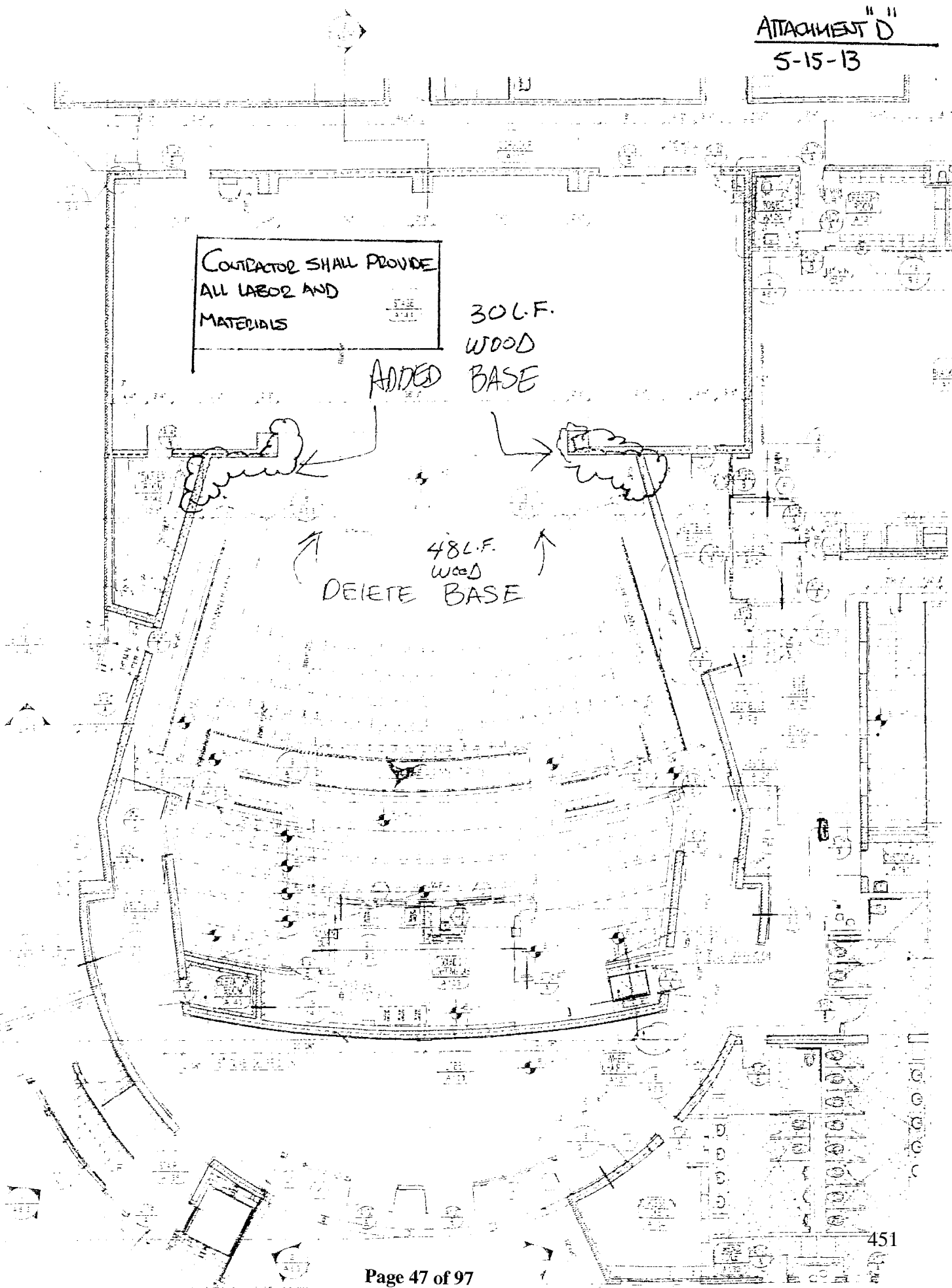
Date:

The Wm. M. Perkins Company Inc. is hereby authorized to complete the above work.

Work Authorized By: _____ Date: _____ PO# _____
Builder Representative Signature

Work Satisfactorily Completed: _____ Date: _____
Builder Representative Signature

(This Section Only To Be Completed By Builder Representative)



5-15-13

DHK Solutions, Inc.

1500 West McKinley Street, Azusa, CA 91702, 626-969-0832, Fax 626-969-0818
California Contractor's License #853285

CHANGE ORDER REQUEST #2**12SP-056**

April 12, 2013

Philip Tanghal

S.J. Amoroso Construction Co., Inc.

W: 714-433-2326 F: 714-433-2329

275 E. Baker Street, Suite B Costa Mesa, CA 9262

PROJECT NAME: Capistrano Valley Performing Arts Center

We hereby propose to the following change order as per Mike Rodriguez/Robert Cabrera Jobsite directive
to Alex Fernandez 4/11/2013

Scope of Work:

1. Furnish and install (40 LF) of base molding in Stage room A144

Total Change Order Amount:

\$743.30

Material \$320.00

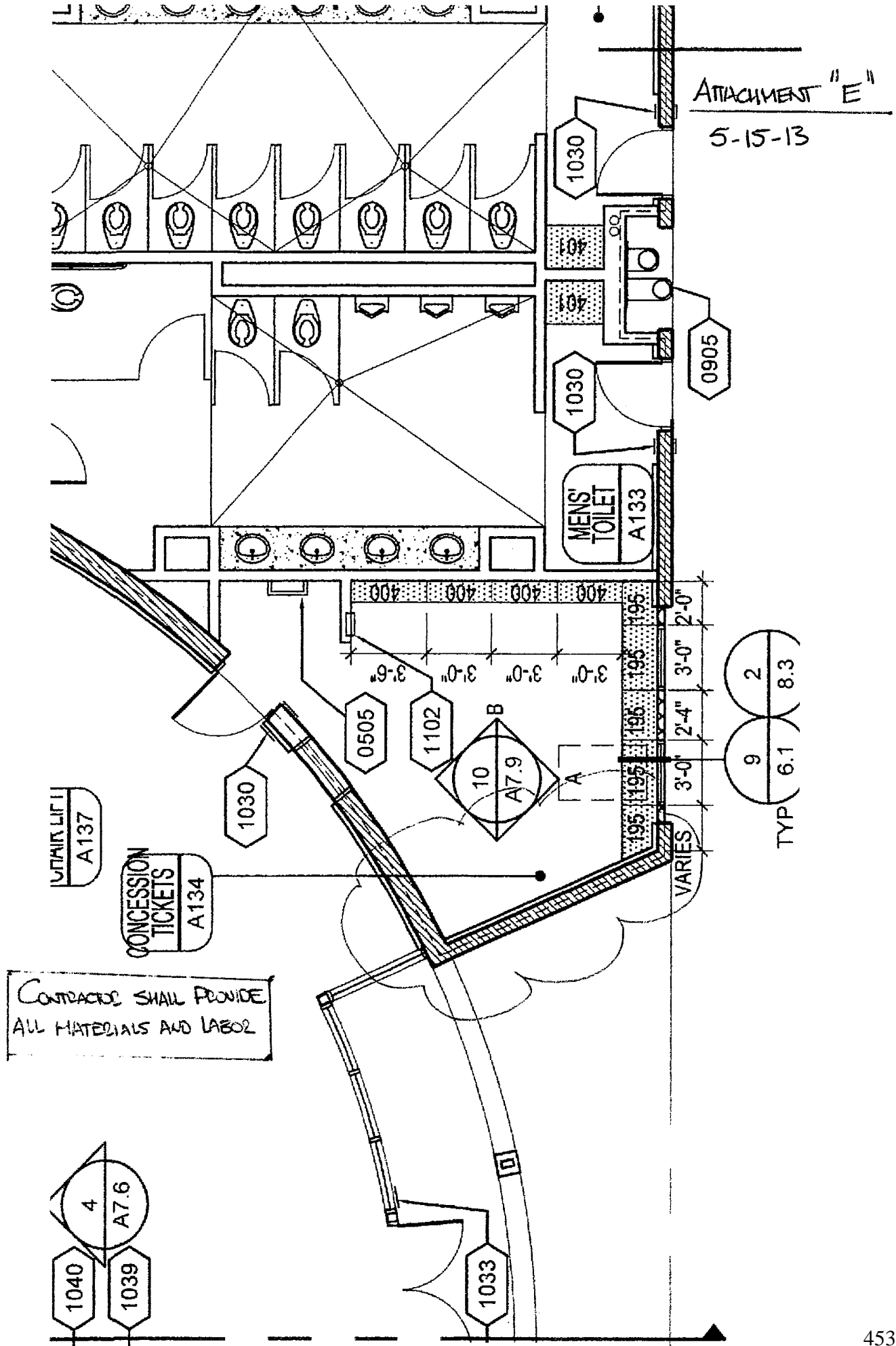
Labor: 6 hours @ \$70.55 per Hour \$423.30

Terms and conditions

- 1) Additional time may be required for delivery
- 2) Change order must be signed prior to commence of work
- 3) This change order is valid for 30 days from the above date



Alex Fernandez, Project Manager



ATTACHMENT "E"
5-15-13

9 2
6.1 8.3
TYP

1040 1039
4 A7.6

SUPERIOR WALL SYSTEMS, INC. EXTRA WORK AUTHORIZATION

ATTACHMENT "E.1"
5-15-13
NO. 15453

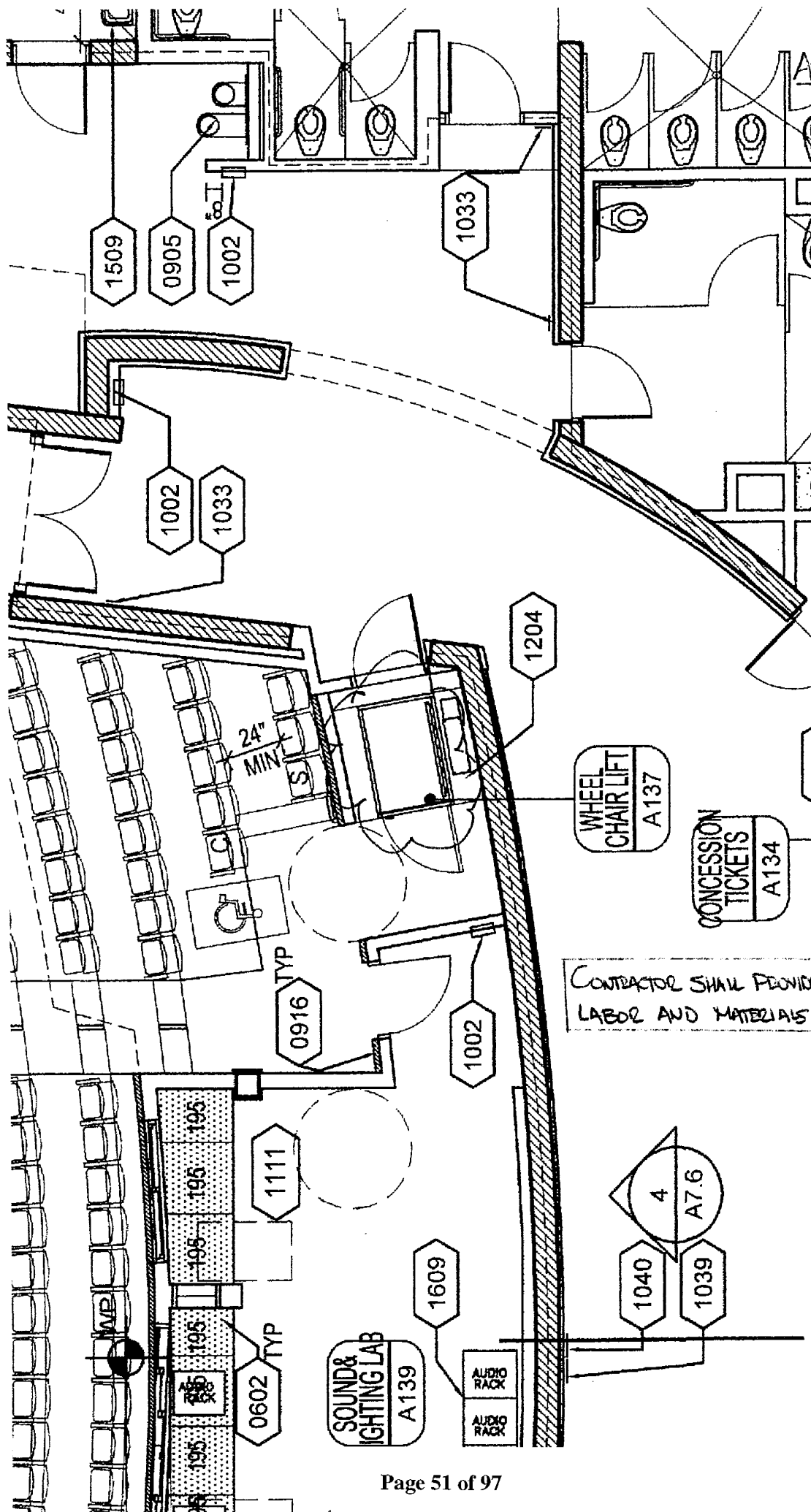
Job No. 609	Job Name CANTISTRANO	Start Date 3-26-13	Completed 3-26-13	Customer AMUROSIO	Customer Auth. #
-----------------------	--------------------------------	------------------------------	-----------------------------	-----------------------------	----------------------

Description of Work (what, where, why)
**FRAME ACCESS PANEL IN ROOM A134
FOR ROLL UP DOOR PER AMUROSIO.**

MATERIAL			LABOR							
QTY	DESCRIPTION	AMOUNT	TRADE	R	OT	DI	PT	DP	RATE	AMOUNT
1	6" X 10' 18g STUD		FOREMAN							
1	6" X 10' 18g TRACK		CARPENTER	3						
			TAPER							
			PLASTERER							
			HOD/CARRIER							
			LABORER							
W.D. #06 CCD #A			<div>11.40 = LABOR</div> <div>= 1.00 = MATH</div> <div>12.40</div>							
			NAME AND TRADE							
			JOSH BENEFIELD							
			16.70							
SUBTOTAL			15.40							
			16.70							
SALES TAX			16.70							
			16.70							
TOTAL MATERIAL COST			16.70							
			16.70							
TOTAL LABOR COST			16.70							
			16.70							

MATERIAL			SUMMARY		
QTY	DESCRIPTION	AMOUNT	TOTAL MATERIAL	TOTAL LABOR	TOTAL MISCELLANEOUS
	TRUCKING				
	EQUIPMENT RENTAL				
	ENGINEERING				
	SUBSISTENCE				
	OTHER				
TOTAL MISCELLANEOUS COST					
GRAND TOTAL					

Authorized By Mike Conrad	Date 3/26/13	If verified on EVA N	YES <input type="checkbox"/> NO <input type="checkbox"/>	SWS Representative Mike Conrad
Signature (verify that this is a true & correct document)				Signature Mike Conrad



CONTRACTOR SHALL PROVIDE ALL
LABOR AND MATERIALS

Elljay Acoustics, Inc.

511 Cameron St.,

Placentia, CA 92679

Phone (714) 951-1173 FAX (714) 951-1586

INTERIOR SYSTEMS CONTRACTORS

Since 1980

License No. 257808

ATTACHMENT "G.1"

5-5-13

DATE: 4/25/2013

ELLJAY JOB #: 11-001

TO: SI America,

ELLJAY REF #: 5

ATTN: Phil Tangel

RE: CVHS Performing Arts Center

****REQUEST FOR CHANGE ORDER****

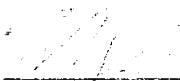
Gentlemen:

Please find below our itemized cost to accommodate work as outlined within subject

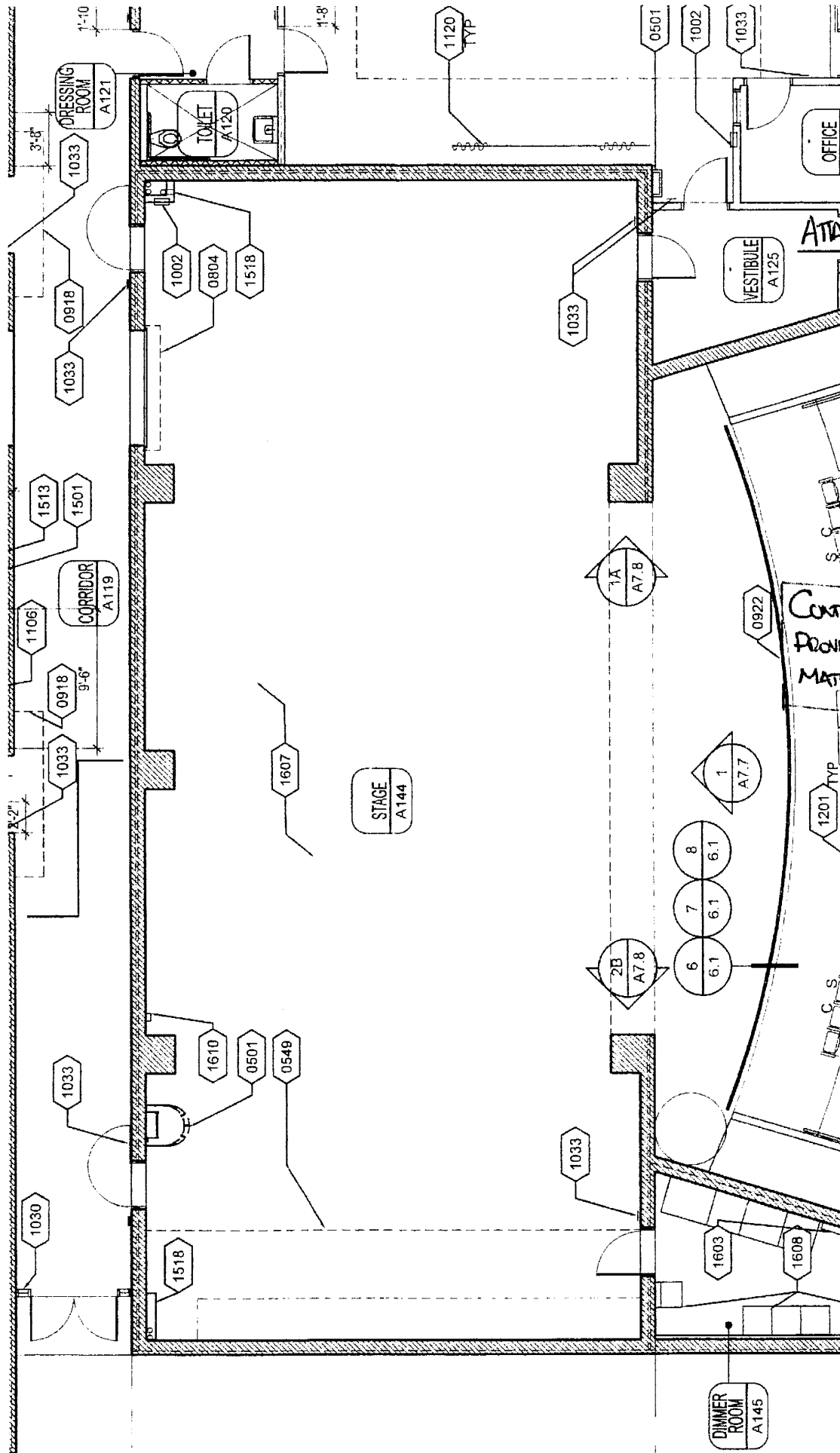
RFI 497 - Modify Marlite due to base change

Labor 12 hrs. @ \$61.51	\$739.00
Material (Tax Included)	\$0.00
Sub-total	\$739.00
Overhead & Profit @ 10%	\$114.00
	\$850.00
	<u>\$814.00</u>
Time Extension of 0 days is required	
Please issue a change order for this amount:	

ELLJAY ACOUSTICS, INC.



Matt Paul



ATTACHMENT "H"
5-15-13

CONTRACTOR SHALL
PROVIDE LABEL AND
MATERIALS

Elljay Acoustics, Inc.

511 Camino St.

Placentia, CA 92870

Phone: (714) 951-1173 FAX: (714) 951-1580

INTERIOR SYSTEMS CONTRACTORS

Since 1980

License No. 257804

ATTACHMENT H.1

5-15-13

DATE: 4/25/2013

ELLJAY JOB #: 11-061

TO: SJ Angeles

ELLJAY R/C #: 6

ATTN: Phil Tangle

RE: CVHS Performing Arts Center

REQUEST FOR CHANGE ORDER

Gentlemen:

Please find below our itemized cost to accommodate work as outlined within subject
RFI 502 - Modify Marlite due to base change

STAGE

Labor 12 hrs. @ \$61.51	\$739.00
Material (Tax Included)	\$0.00
Sub-total	\$739.00
Overhead & Profit @ 15%	\$111.00
	\$850.00

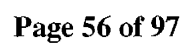
740 10%
74
\$814.00

Time Extension of 0 days is required.
Please issue a change order for this amount.

5/15/13

ELLJAY ACOUSTICS, INC.

Mark Paul





Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

ATTACHMENT "J"

5-15-13

Project: -- 1011-11 CVHS Performing Arts Theater

Purchase Order No.:

Contract Number: 1011-11

DSA Number: 04-110424

REQUEST FOR INFORMATION

RFI No.: 00507

Title: ADDITIONAL SMOKE DETECTORS IN SPOT

Date: 5/1/2013

Required: 5/7/2013

Answered: 5/7/2013

From: Nathan Berkey

S.J. Amoroso Construction Co., Inc.

To:

Korin Lawing

Capistrano Unified School District

Contractor's Request:

CONFIRMING RFI. THERE ARE THREE POCKETS IN THE CEILING OF THE SPOT ROOM A301 DUE TO A BLOCK WALL AND BEAM. ADDITIONAL SMOKE/HEAT DETECTORS ARE REQUIRED NFPA 72-5.7.3.2.4 B2 - A SMOKE DETECTOR IS REQUIRED IN EVERY BEAM POCKET. PLEASE CONFIRM BASED UPON DISCUSSION IN OWNERS MEETING ON 5-1-13 THAT WE ARE TO ADD 2 SMOKE DETECTORS AND 2 HEAT DETECTOR IN THE BEAM POCKETS.

Proposed Solution:

N/A

Owner's Representative's Additional Information:

Architect of Record's Response:

Confirmed. provide smoke and heat detectors in the Spot Room A301 per the attached Sketch ESK-507, dated May 6, 2013.

Commence the work described above immediately. In the event of a dispute of interpretation of the requested work, resolution shall be pursuant to the General Conditions Article 4.5 Disputes.

☐

* This response was provided FOR INFORMATION ONLY and does not affect the Contract.

☐

* This response is a CLARIFICATION OF THE CONTRACT (NO COST or TIME EFFECT)

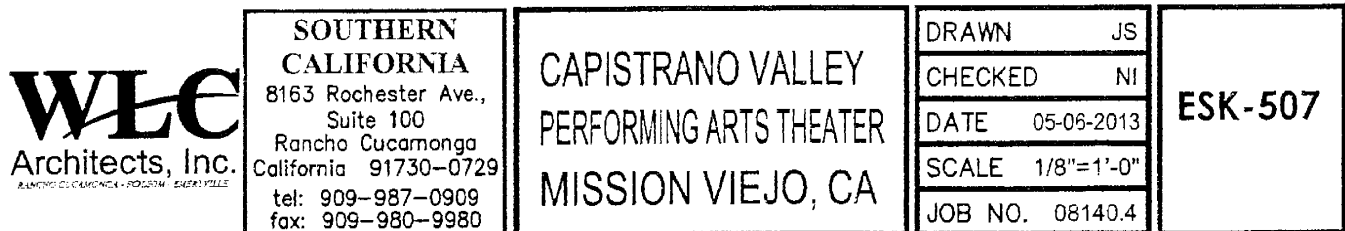
☐

* This response is a MINOR CHANGE to the Contract with no effect to the Contract cost or time (NO COST OR TIME EFFECT)

☐

** This response CHANGES the Contract with an anticipated effect to Contract cost and/or time. (COST/TIME EFFECT). The District shall issue a Work Order to the Contractor.

* This does not modify contract cost or time. If the recipient believes that the RFI affects contract cost or time, the recipient shall respond in writing in accordance with the Contract.





Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

ATTACHMENT "K"

S-15-B

Project: -- 1011-11 CVHS Performing Arts Theater

Purchase Order No.:

Contract Number: 1011-11

DSA Number: 04-110424

REQUEST FOR INFORMATION

RFI No.: 00496

Title: HEAT DETECTOR IN A140

Date: 4/10/2013

Required: 4/16/2013

Answered: 4/15/2013

From: Nathan Berkey

S.J. Amoroso Construction Co., Inc.

To: Korin Lawing

Capistrano Unified School District

Contractor's Request:

In regards to the RFI 484 response, per NFPA 72 21.3.3 the elevator machine room must have a detector designated for elevator shutdown and may not use other building detectors for elevator service. Please advise.

Proposed Solution:

N/A

Owner's Representative's Additional Information:

Architect of Record's Response:

(21.3.3 applies only to the 2010 Edition of NFPA 72. The project was approved for 2007 codes.) As the 2010 Edition is being enforced, a new heat detector dedicated for the machine room shall be installed per the attached RFI 496 sketch dated 4/15/13.

Commence the work described above immediately. In the event of a dispute of interpretation of the requested work, resolution shall be pursuant to the General Conditions Article 4.5 Disputes.

☐

* This response was provided FOR INFORMATION ONLY and does not affect the Contract.

☐

* This response is a CLARIFICATION OF THE CONTRACT (NO COST or TIME EFFECT)

☐

* This response is a MINOR CHANGE to the Contract with no effect to the Contract cost or time (NO COST OR TIME EFFECT)

☐

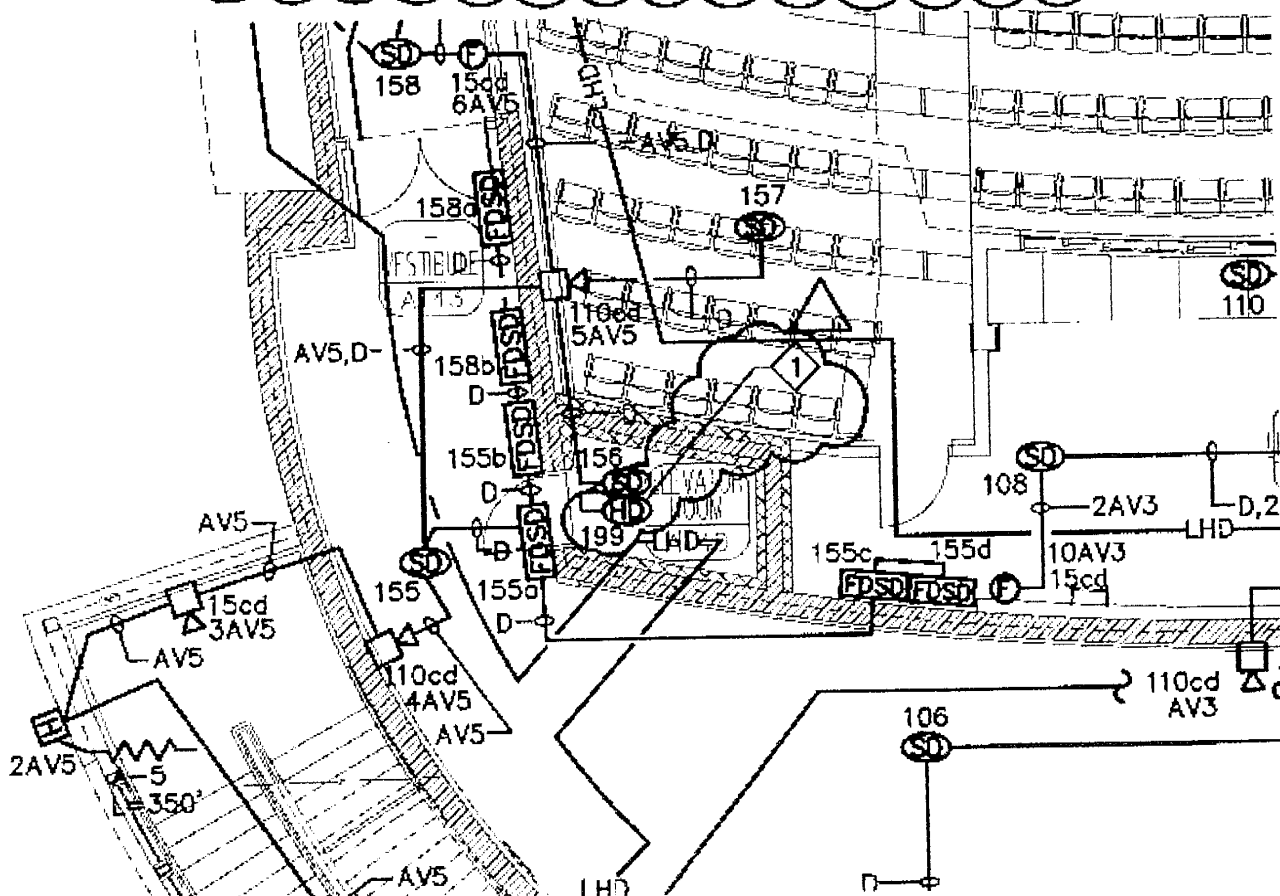
** This response CHANGES the Contract with an anticipated effect to Contract cost and/or time. (COST/TIME EFFECT). The District shall issue a Work Order to the Contractor.

* This does not modify contract cost or time. If the recipient believes that the RFI affects contract cost or time, the recipient shall respond in writing in accordance with the Contract.

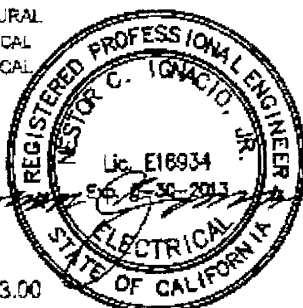
1

INSTALL WIRING FROM RELAY BASE OF MACHINE ROOM HEAT DETECTOR TO SHUNT-TRIP BREAKER IN PANEL MM1

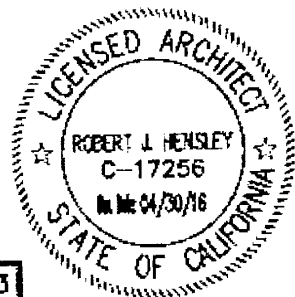
DETECTOR SHALL BE WITHIN 24" OF THE ROOM SPRINKLER HEAD.



T M A D
TAYLOR & GAINES
 • STRUCTURAL
 • MECHANICAL
 • ELECTRICAL
 • CIVIL
 800 North Ferrari Lane, Suite 100
 Ontario, California 91764
 Phone: 908.477.6915
 Fax: 908.477.6916
 www.ttgcorp.com Project No. 2008.173.00



TTG 2008.173.00
 REFERENCE SHEET: E5.3



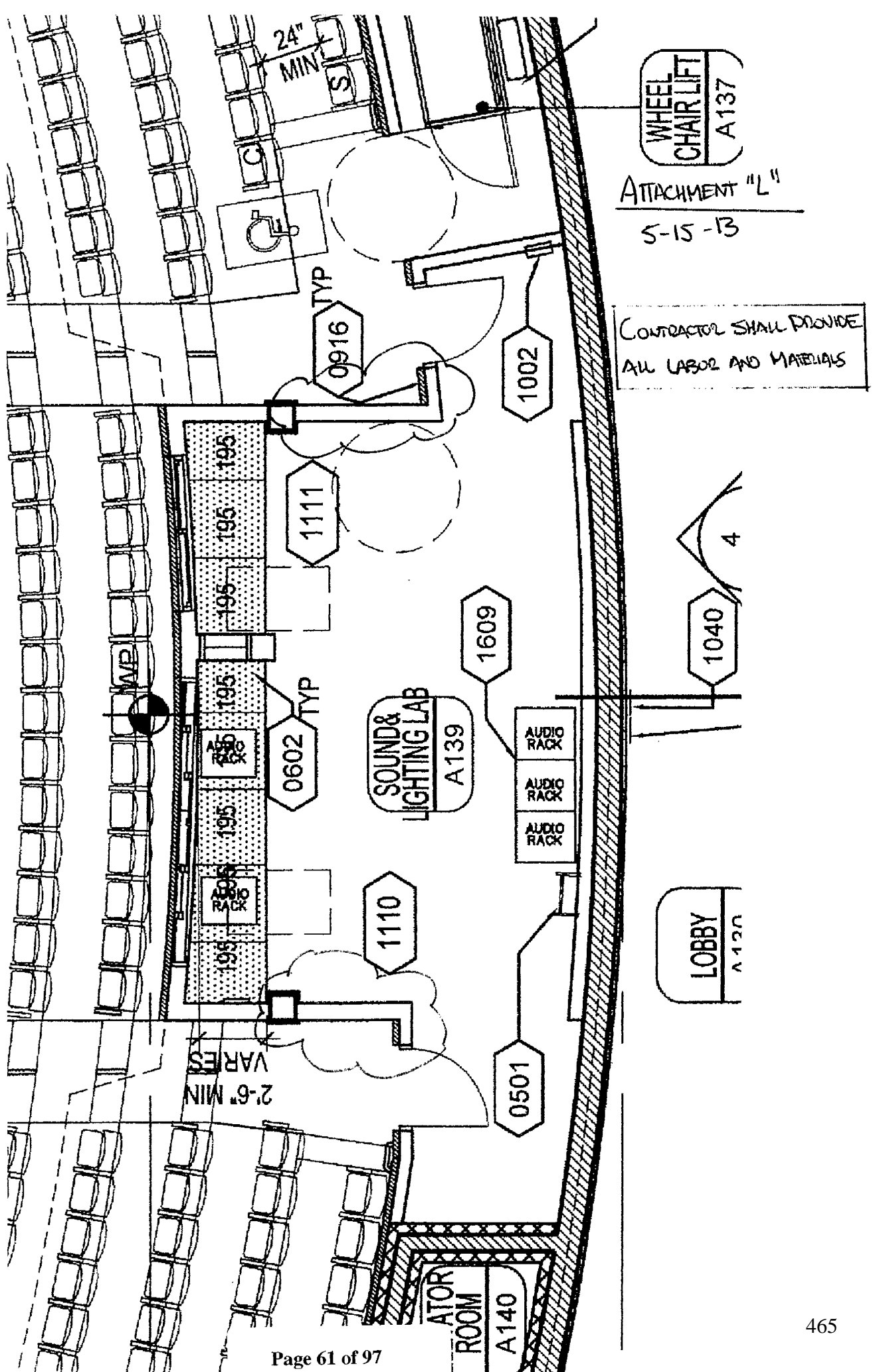
WLC
 Architects, Inc.
 2000 CHANDELIER - PEPPER - CHANDELIER

SOUTHERN CALIFORNIA
 8183 Rochester Ave., Suite 100
 Rancho Cucamonga California 91730-0729
 tel: 909-987-0909
 fax: 909-980-9980

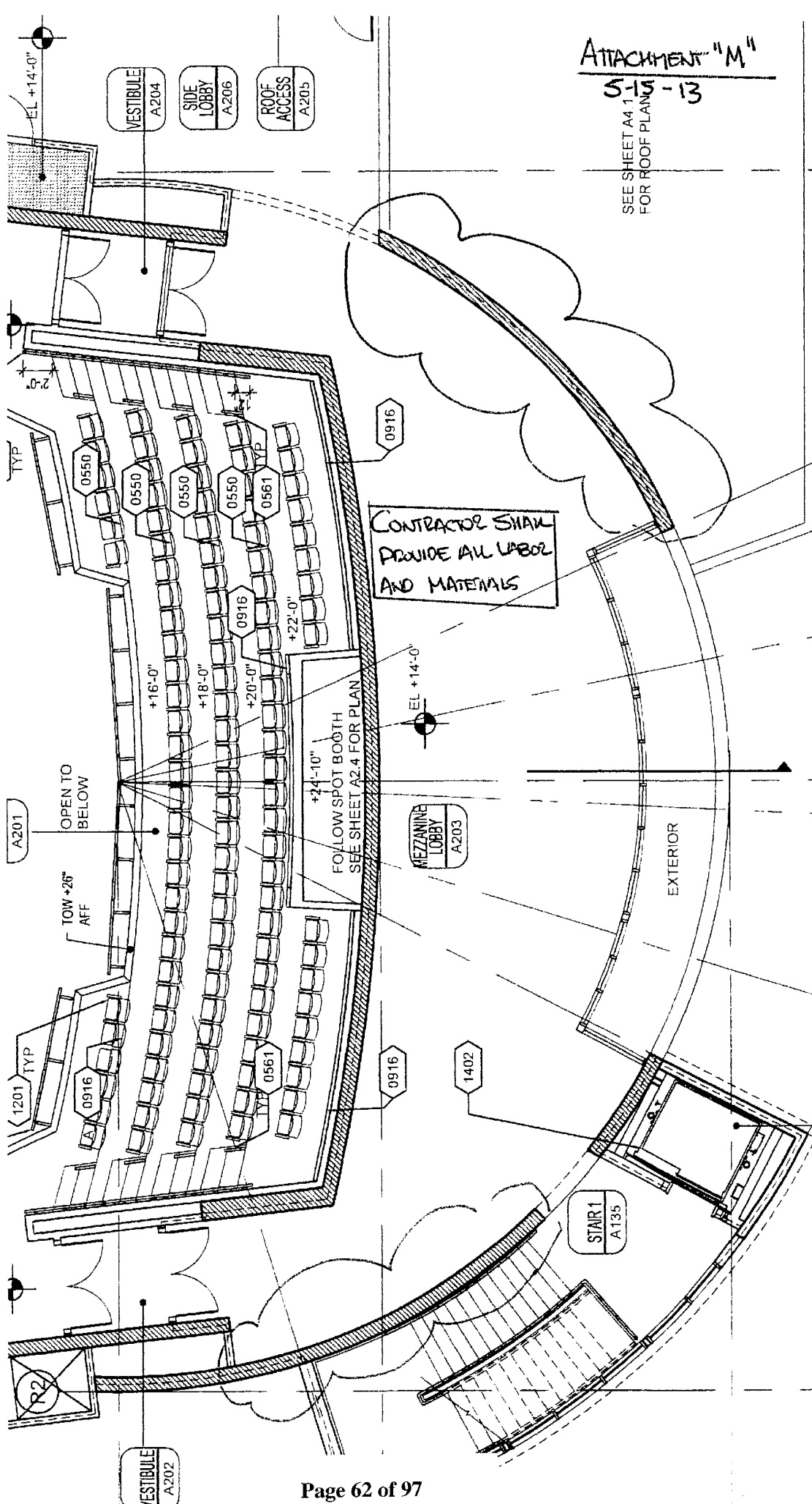
CAPISTRANO VALLEY PERFORMING ARTS THEATER
 MISSION VIEJO, CA

DRAWN	JS
CHECKED	NI
DATE	04-15-2013
SCALE	1/8"=1'-0"
JOB NO.	08140.4

FOR
 RFI -
 496

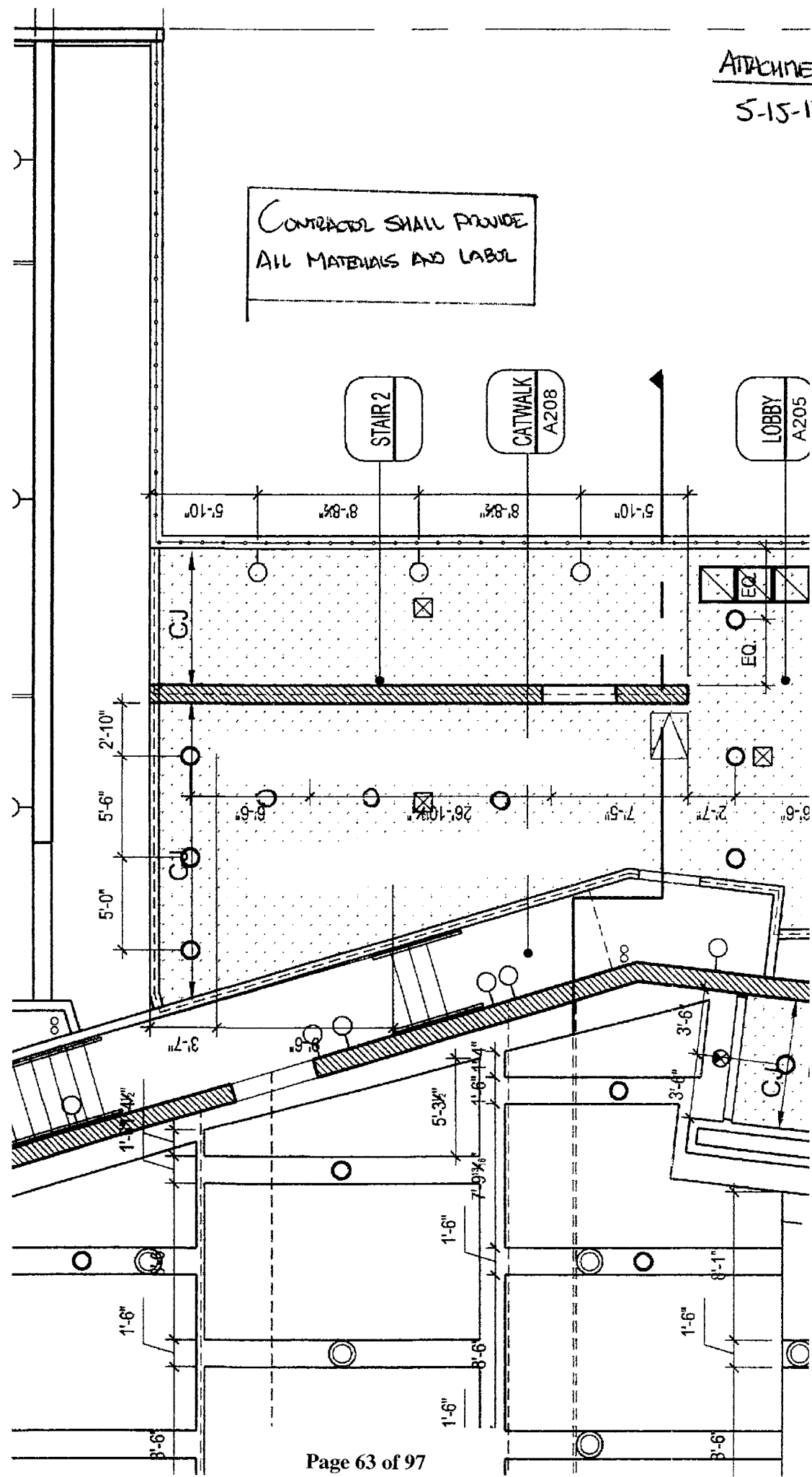


SEE SHEET A4.1
FOR ROOF PLAN



5-15-13

CONTRACTOR SHALL PROVIDE
ALL MATERIALS AND LABOR





Project: -- 1011-11 CVHS Performing Arts Theater
Contract Number: 1011-11

DSA Number: 04-110424

WORK ORDER

To: Liberty Mutual Insurance Co.
1001 4th Avenue
13th Floor
Seattle, WA 98154

Work Order No. : 00094
Date: 6/12/2013

Title: Anti-Static Carpet & Panel Grids

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

Item 1) To prevent electrostatic shock and subsequent damage to audio/visual and office electrical equipment anti-static carpet shall be installed in sound and lighting labs (A139). As such, the contractor shall provide all labor and materials for procedure. (Refer to Attachment "A")

Item 2) Pursuant to RFI #441 it was deemed necessary to remove and relocate curved metal panel grids at 22 theater locations to accommodate pendant light sway bracing. Therefore, the contractor shall provide all labor and materials for relocation and installation of fixtures. (Refer to Attachment "B")

Item 3) Due to an omission for the cost of rebar in Work Order #79 Item 8, Quality Reinforcing shall be compensated the difference in this line item. (Refer to Attachment "C")

Item 4) Upon connection of erroneously indicated transformer to Skyform Operable wall partition controller in sound lab (A139) the partition controller was damaged and requires replacement. As such, the contractor shall provide labor and material for installation of new controller. (Refer to Attachment "D")

Item 5) Due to an omission of mobilization expenses from an invoice dated 5/24/13, Ross Fence shall be compensated the difference in this line item. (Refer to Attachment "E")

Item 6) The original contract documents omitted emergency luminous exits signs required at two PAC Theater locations per code requirements. Therefore, the contractor shall provide labor and material for procurement and installation of approved signs. (Refer to Attachment "F")

Item 7) Pursuant to a jobwalk it was determined that the door closers at doors A132A-LH, A133A-RH and A113B-RH provided inadequate clearance to the furred wall and required replacement. The contractor shall provide material and labor for door closer modifications. (Refer to Attachment "G")

Item 8) Due to an erroneously stipulated 120V inverter interfacing with 12V aisle lighting in the original contract documents the correct 12V inverter will be procured and installed. As such, the contractor shall provide labor and material for installation of unit. (Refer to Attachment "H")

Item 9) Pursuant to a jobwalk it was deemed necessary to install a lockable hatch at the follow spot booth (A308) to control access. Therefore, the contractor shall provide labor and material for installation of hatch. (Refer to Attachment "I")

Item 10) Pursuant to a jobwalk it was determined to install a chase wall at the control booth to obscure 2 3'-diameter holes created by the installation of equipment. The frame shall be furred-out and extended 2" above the wall with finish to match existing. In addition, tiles are to be installed around furred-chase. As such, the contractor shall provide labor and materials for installation and finish of chase wall. (Refer to Attachment "J")



Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

Project: -- 1011-11 CVHS Performing Arts Theater
Contract Number: 1011-11

DSA Number: 04-110424

WORK ORDER

To: Liberty Mutual Insurance Co.
1001 4th Avenue
13th Floor
Seattle, WA 98154

Work Order No. : 00094
Date: 6/12/2013

Title: Anti-Static Carpet & Panel Grids

Item 11) Pursuant to a jobwalk it was deemed necessary to install side extension roll-top desks and casters in the PAC Theater black box (A124) to adequately store equipment. Therefore the contractor shall provide labor and materials for desk extension installation (Refer to Attachment "K")

Item 12) Pursuant to a jobwalk it was deemed necessary to stain, seal and finish 40 lf of wood base molding installed under Work Order #93 item 4 to improve the aesthetics of the theater. The contractor shall provide all labor and materials for application and finish (Refer to Attachment "L")

Item	Description	Amount
00001		\$23,717.00

Proposal Details:

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

- ☒ Lump Sum **\$23,717.00** ☐ Not To Exceed _____
- ☐ Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- ☐ Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review and will be resolved to be mutually agreeable.
- ☐ In accordance with Contract unit prices.

TIME:

- ☐ No Change ☐ Time Impact Unknown ☐ Impact to Contract completion is estimated at _____ days.
- ☐ Will not change completion date but is expected to impact specific CPM Activities. Activity Numbers _____ Days _____.
- ☐ The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
CUSD - Joe Farley		6/26/13
Owner's Representative		6/18/13
Completing Surety		6/17/13
Architect of Record		06.19.13
Inspector of Record		06/17/13

Capistrano Valley Performing Arts Theater BID # 1011-11

W.O. # 94

Anti-Static Carpet & Panel Grids

Date: 6/12/2013

Refer to Attachment 'A', 'B', 'C', 'D', 'E', 'F', 'G', 'H', 'I', 'J', 'K' & 'L'

Add

ITEM NO.	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
CUSD					
1	To prevent electrostatic shock and subsequent damage to audio/visual and office electrical equipment anti-static carpet shall be installed in sound & lighting labs (A139). (Refer to Attachment 'A') labor and material = \$3000.00			\$ 3 000 00	\$ 3 000 00
2	Pursuant to RFI #441 it was deemed necessary to remove and relocate curved metal panel grids at 22 theater locations to accommodate pendant light sway bracing. (Refer to Attachment 'B') labor and material = \$2500.00			\$ 2 500 00	\$ 2 500 00
3	Due to an omission for the cost of rebar in Work Order #79 Item 8, Quality Reinforcing shall be compensated the difference in this line item. (Refer to Attachment 'C') labor = 1 man x 4 hrs x \$74/hr = \$296.00 material = \$795.00		795 00	\$ 236 00	\$ 1 091 00
4	Upon connection of erroneously indicated transformer to Skyform Operable Wall Partition controller in Sound Lab (A139), the partition controller was damaged and requires replacement. (Refer to Attachment 'D') labor and material = \$1680.00			\$ 1 680 00	\$ 1 680 00
5	Due to an omission of mobilization expenses from an invoice dated 5/24/13, Ross Fence shall be compensated the difference in this line item. (Refer to Attachment 'E') additional mobilization cost = \$1782.00			\$ 1 782 00	\$ 1 782 00
6	The original contract documents omitted emergency luminous exits signs required at two PAC Theater locations per code requirements. Therefore two self-luminous signs will be procured and installed at the required locations. (Refer to Attachment 'F') labor and materials = \$1000.00			\$ 1 000 00	\$ 1 000 00
7	Pursuant to a jobwalk it was determined that the door closers at doors A132A-LH, A133A-RH and A113B-RH provided inadequate clearance to the furred wall and required replacement. (Refer to Attachment 'G') material = \$939.00 2 men x 1 day x 8 hrs x \$60/hr = \$960.00		939 00	\$ 960 00	\$ 1 899 00
8	Due to an erroneously stipulated 120V inverter interfacing with 12V aisle lighting in the original contract documents the correct 12V inverter will be procured and installed. (Refer to Attachment 'H') labor and materials = \$2000.00			\$ 2 000 00	\$ 2 000 00
9	Pursuant to a jobwalk it was deemed necessary to install a lockable hatch at the follow spot booth (A308), to control access. (Refer to Attachment 'I') labor and material = \$2091.00			\$ 2 091 00	\$ 2 091 00
10	Pursuant to a jobwalk it was determined to install a chase wall at the control booth to obscure 2 3"-diameter holes created by the installation of equipment. The frame shall be furred-out and extended 2" above the wall with finish to match existing. In addition, tiles are to be installed around furred-chase. (Refer to Attachment 'J') labor and materials = \$1300.00			\$ 1 300 00	\$ 1 300 00
11	Pursuant to a jobwalk it was deemed necessary to install side extension roll-top desks and casters in the PAC Theater black box (A124), to adequately store equipment. (Refer to Attachment 'K') roll top desk side extension and caster wheels = \$1691.06		1 691 06		\$ 1 691 06
12	Pursuant to a jobwalk it was deemed necessary to stain, seal and finish 40 lf of wood base molding installed under Work Order #93 Item 4 to improve the aesthetics of the theater. (Refer to Attachment 'L') materials and labor = \$500.00			\$ 500 00	\$ 500 00

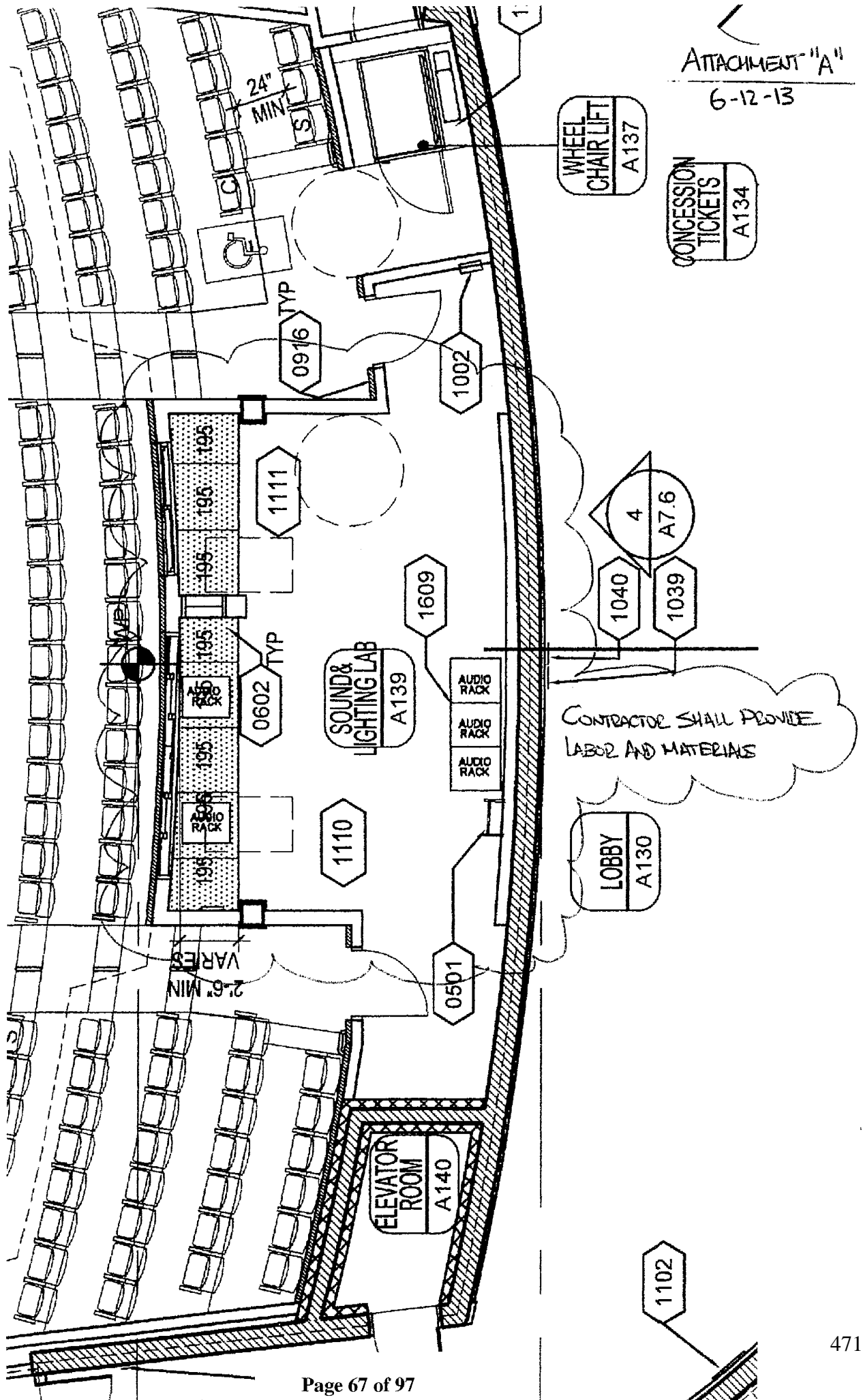
Subtotal Add	\$ 20,534.06
10% Fee	\$ 2,053.41
Subtotal	\$ 22,587.47
5% GC/Ins. Fee	\$ 1,129.37
Net Add	\$ 23,716.84

Full And Final Total	\$ 23,717
----------------------	-----------

*Rounded to nearest dollar

ATTACHMENT "A"

6-12-13





Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

ATTACHMENT "B"

6-12-13

Project: -- 1011-11 CVHS Performing Arts Theater

Purchase Order No.:

Contract Number: 1011-11

DSA Number: 04-110424

REQUEST FOR INFORMATION

RFI No.: 00441

Title: TYPE L LIGHT FIXTURES IN THEATER

Date: 1/15/2013

Required: 1/18/2013

Answered: 1/15/2013

From: Phil Tanghal

S.J. Amoroso Construction Co., Inc

To:

Korin Lawing

Capistrano Unified School District

Contractor's Request:

The fixture schedule calls for type L to be mounted on the catwalk. Type L fixture is a down light, not a pendant hanging light. Being as such, the lights were intended to be attached tight to the underside of the catwalk or catwalk apparatus to meet the design layout as shown on the RCP.

Per the emailed sketch that we received (SKA 079), it seems these fixtures are now to be pendant mounted lights extending further down (approx 10' to 14' +/-) and seismically supported. Please confirm.

Proposed Solution:

Confirm detail.

Owner's Representative's Additional Information:

Architect of Record's Response:

Confirmed. Install as shown on attached sketch SKA-079 dated 1/11/13.

Commence the work described above immediately. In the event of a dispute of interpretation of the requested work, resolution shall be pursuant to the General Conditions Article 4.5 Disputes.

☐

* This response was provided FOR INFORMATION ONLY and does not affect the Contract.

☐

* This response is a CLARIFICATION OF THE CONTRACT (NO COST or TIME EFFECT)

☐

* This response is a MINOR CHANGE to the Contract with no effect to the Contract cost or time (NO COST OR TIME EFFECT)

☐

** This response CHANGES the Contract with an anticipated effect to Contract cost and/or time. (COST/TIME EFFECT). The District shall issue a Work Order to the Contractor.

* This does not modify contract cost or time. If the recipient believes that the RFI affects contract cost or time, the recipient shall respond in writing in accordance with the Contract.

6-12-13

WLC
Architects, Inc.

UNIFYING PRINCIPLES

1. Approach All Situations With Integrity

Be honest, open and fair in all circumstances. Have a social conscience; take direction from the client without compromising integrity.

2. Be Creative

Challenge the possibilities by examining the obvious. Develop innovation through a detailed understanding of project needs. Be aware there is always the potential to do something meaningful.

3. Be Dedicated

Be personally committed to and concerned about each project. Honor promises and commitments. Make a meaningful contribution to society.

4. Maintain Open and Clear Communication

Communicate openly and clearly. Be available, sensitive and responsive to concerns raised by others; always striving for solutions.

5. Be Positive

Have a positive attitude. Be supportive of others. Focus on the positive attributes of each project. Give full effort to doing your best.

6. Believe in People

Respect the inherent worth of each individual. Trust in the nature/goodness of people. Give others the support and opportunity necessary to do their best.

7. Work Together as a Team

Help one another. Appreciate the contributions of each team member. Invite input from others respecting their opinions and participation. Openly share knowledge and experience.

8. Strive for Excellence

Apply to excellence as a goal for all endeavors. Strive to improve the quality of architecture by being creative, knowledgeable, and dedicated.

9. Be Wise

Apply our knowledge and past experiences to improve each new project. Know your limits; seeking assistance when necessary.

10. Consistency of Process

Maintain quality and creativity by utilizing a consistent approach and process.

11. Allow for Individuality and Personal Growth

Encourage individuals to utilize their special talents and to pursue personal interest within the framework of the firm.

12. Be Efficient

Make clear and purposeful decisions. Realize when you reach the point of diminishing returns. Understand the abilities and aspirations of others; matching them with tasks that are both challenging and stimulating.

13. Manage With Goals

Develop and maintain short and long range goals. Make decisions with foresight. Be flexible and responsive to spontaneous opportunities.

14. Strive for Simplicity

Develop clear solutions based on a detailed understanding of project needs. Focus on providing quality architecture. Keep the solutions simple and functional.

Project
Subject

WHS PAT

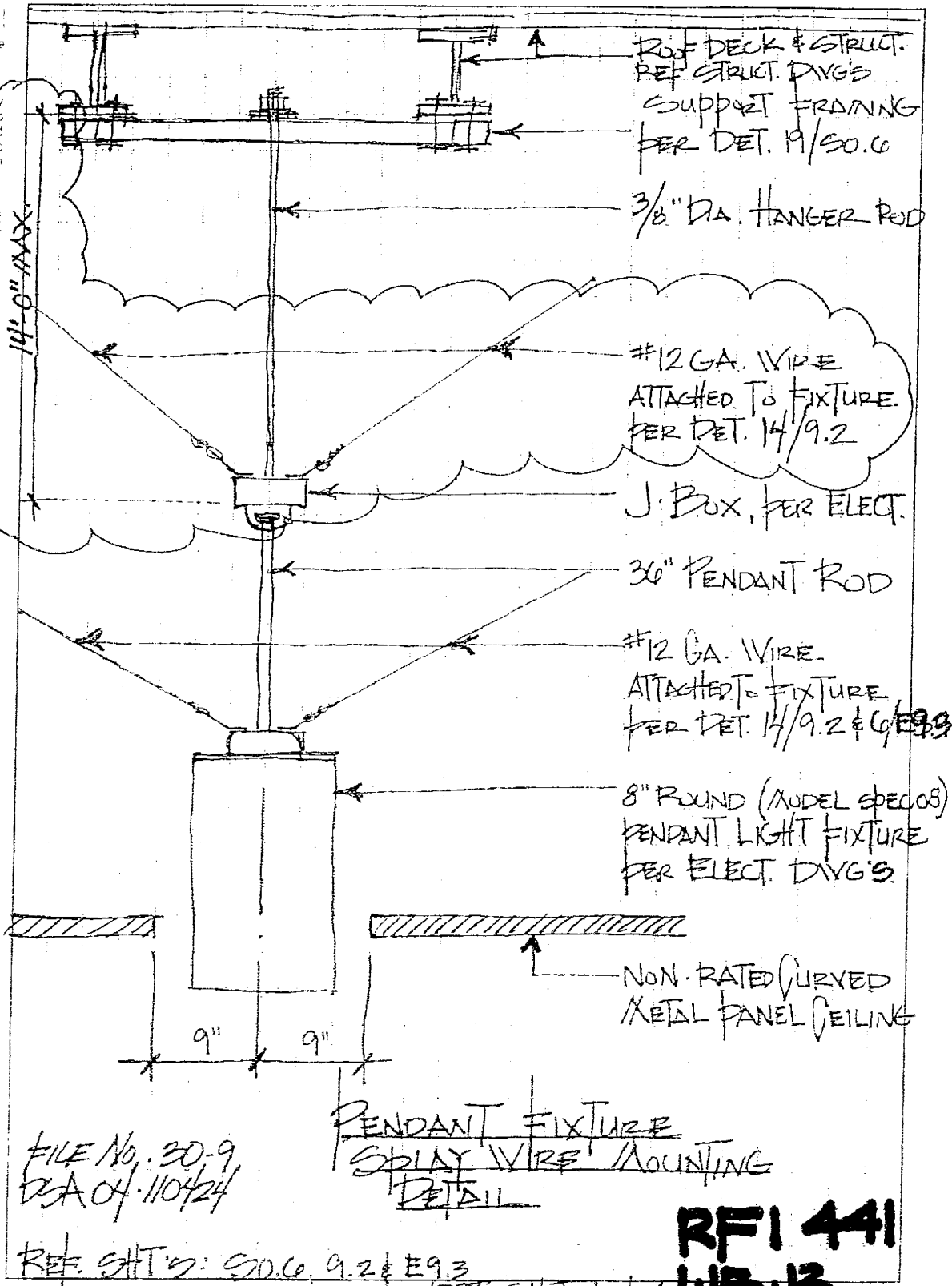
Project Number

08/400.50

Date

01.11.13

PENDANT LIGHT FIXTURE REVISED DETAIL



FILE No. 30-9
DCA 01.110424

REF. SH'T'S: 50.6, 9.2 & E9.3

PENDANT FIXTURE
SPRAY WIRE MOUNTING
DETAIL

RFI 441

1-13-13

473

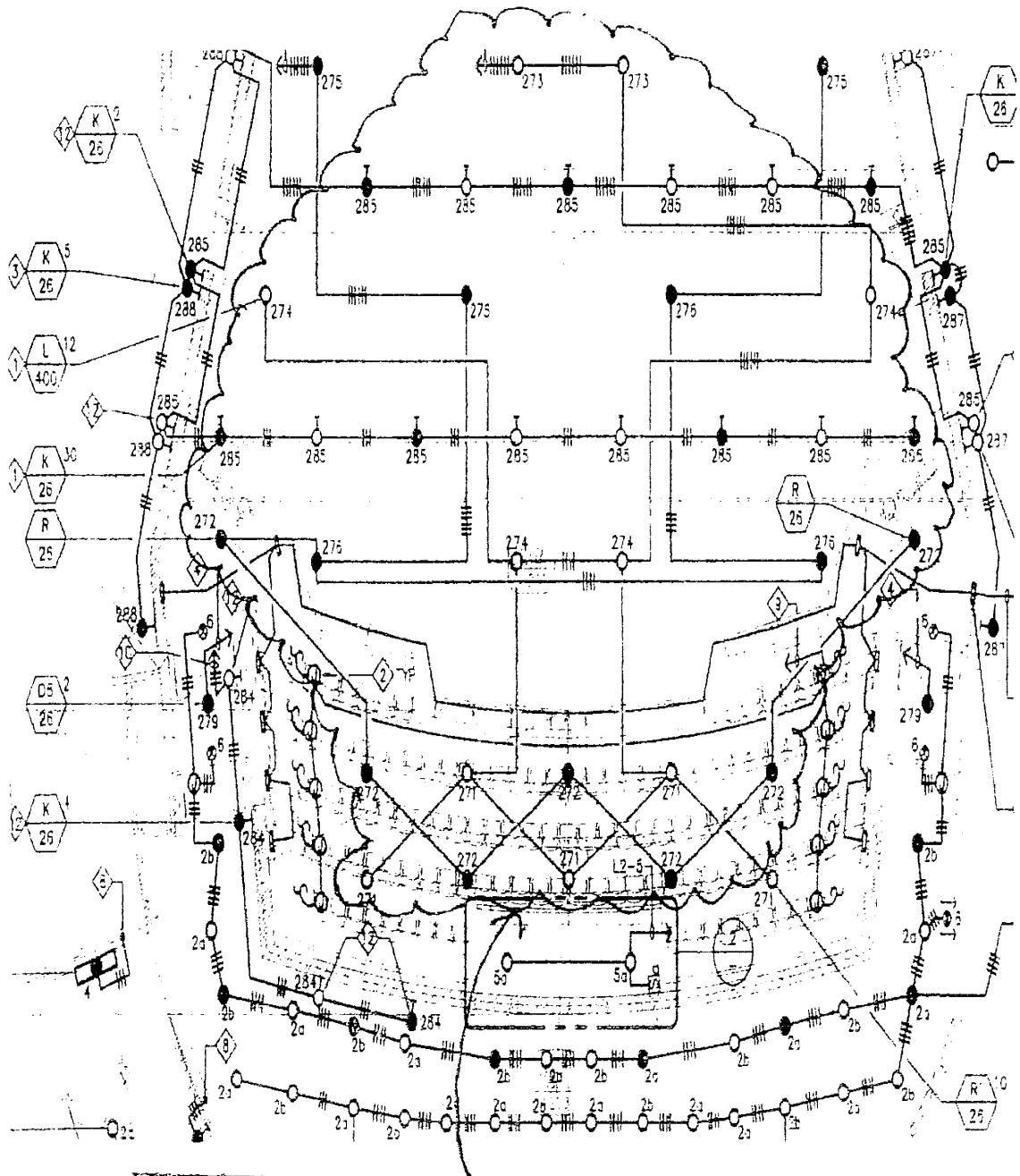
3155 Rochester Avenue
1110 Iron Point Rd
46111 North Street

3155 Rochester Avenue
1110 Iron Point Rd
46111 North Street

079

ATTACHMENT "B.2"

6-12-13



Contractor to provide and install #12 GA. Wire
as noted in RFI 441 Response dated 1/15/2013.

Reference Sheet E2.4

1 of 3

NEW C&N.Y. 12" H.
CONC. CURB W/
+ 45° 1 1/2" 93H. 40
GALV. GUARDRAIL
APPROX TO L.F.

ATTACHMENT "C"
6-12-13

NEW
SLOPE
DROP 2"

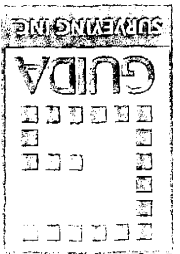
FURN GRADE W/ EXIST. CONC.
SIDEWALK - TYP.

EXIST. CONC. SIDEWALK

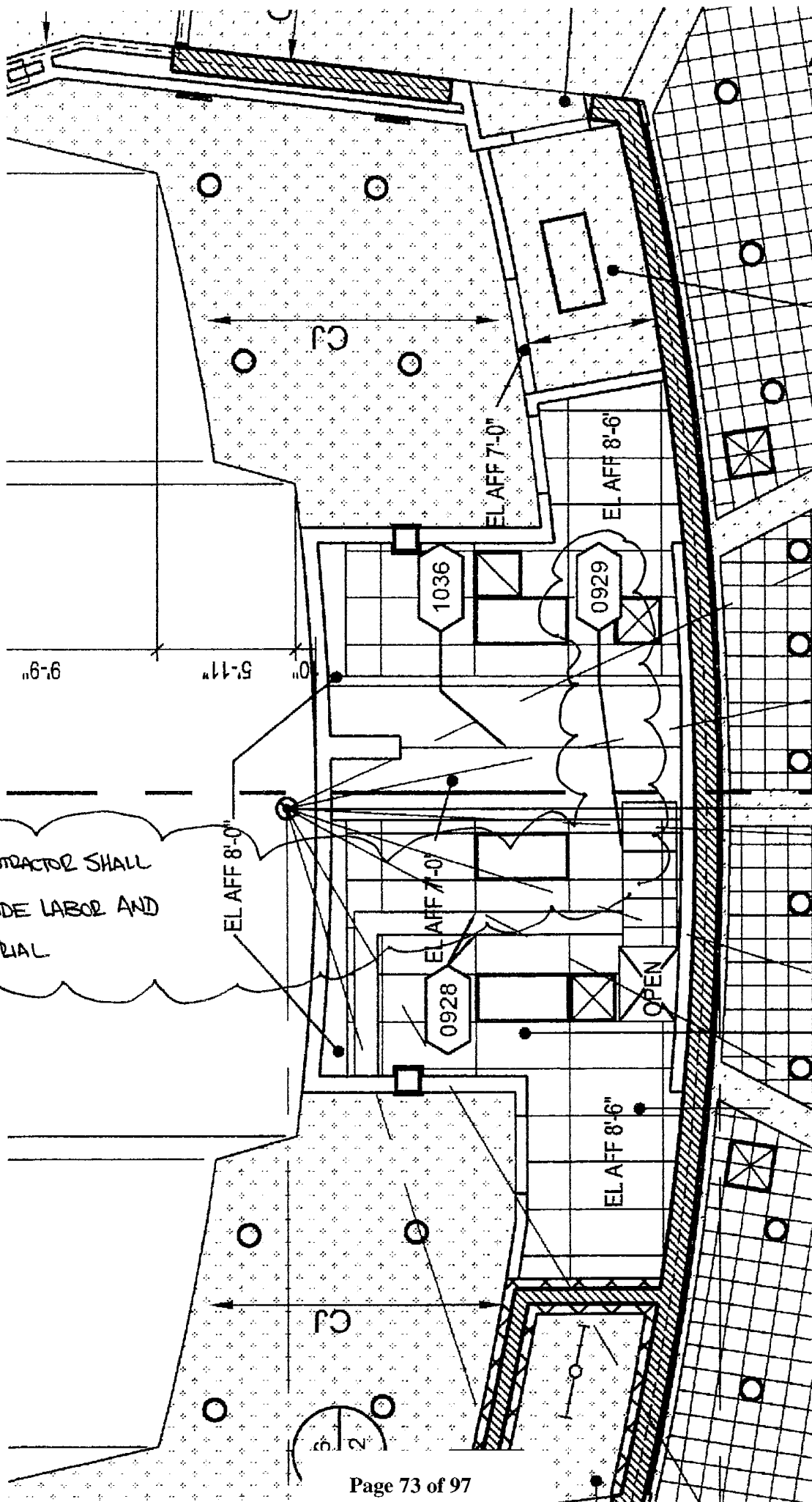
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100.00 100.01 100.02 100.03 100.04 100.05 100.06 100.07 100.08 100.09 100.10 100.11 100.12 100.13 100.14 100.15 100.16 100.17 100.18 100.19 100.20 100.21 100.22 100.23 100.24 100.25 100.26 100.27 100.28 100.29 100.30 100.31 100.32 100.33 100.34 100.35 100.36 100.37 100.38 100.39 100.40 100.41 100.42 100.43 100.44 100.45 100.46 100.47 100.48 100.49 100.50 100.51 100.52 100.53 100.54 100.55 100.56 100.57 100.58 100.59 100.60 100.61 100.62 100.63 100.64 100.65 100.66 100.67 100.68 100.69 100.70 100.71 100.72 100.73 100.74 100.75 100.76 100.77 100.78 100.79 100.80 100.81 100.82 100.83 100.84 100.85 100.86 100.87 100.88 100.89 100.90 100.91 100.92 100.93 100.94 100.95 100.96 100.97 100.98 100.99 101.00

100.00 100.01 100.02 100.03 100.04 100.05 100.06 100.07 100.08 100.09 100.10 100.11 100.12 100.13 100.14 100.15 100.16 100.17 100.18 100.19 100.20 100.21 100.22 100.23 100.24 100.25 100.26 100.27 100.28 100.29 100.30 100.31 100.32 100.33 100.34 100.35 100.36 100.37 100.38 100.39 100.40 100.41 100.42 100.43 100.44 100.45 100.46 100.47 100.48 100.49 100.50 100.51 100.52 100.53 100.54 100.55 100.56 100.57 100.58 100.59 100.60 100.61 100.62 100.63 100.64 100.65 100.66 100.67 100.68 100.69 100.70 100.71 100.72 100.73 100.74 100.75 100.76 100.77 100.78 100.79 100.80 100.81 100.82 100.83 100.84 100.85 100.86 100.87 100.88 100.89 100.90 100.91 100.92 100.93 100.94 100.95 100.96 100.97 100.98 100.99 101.00



CONTRACTOR SHALL
PROVIDE LABOR AND
MATERIAL

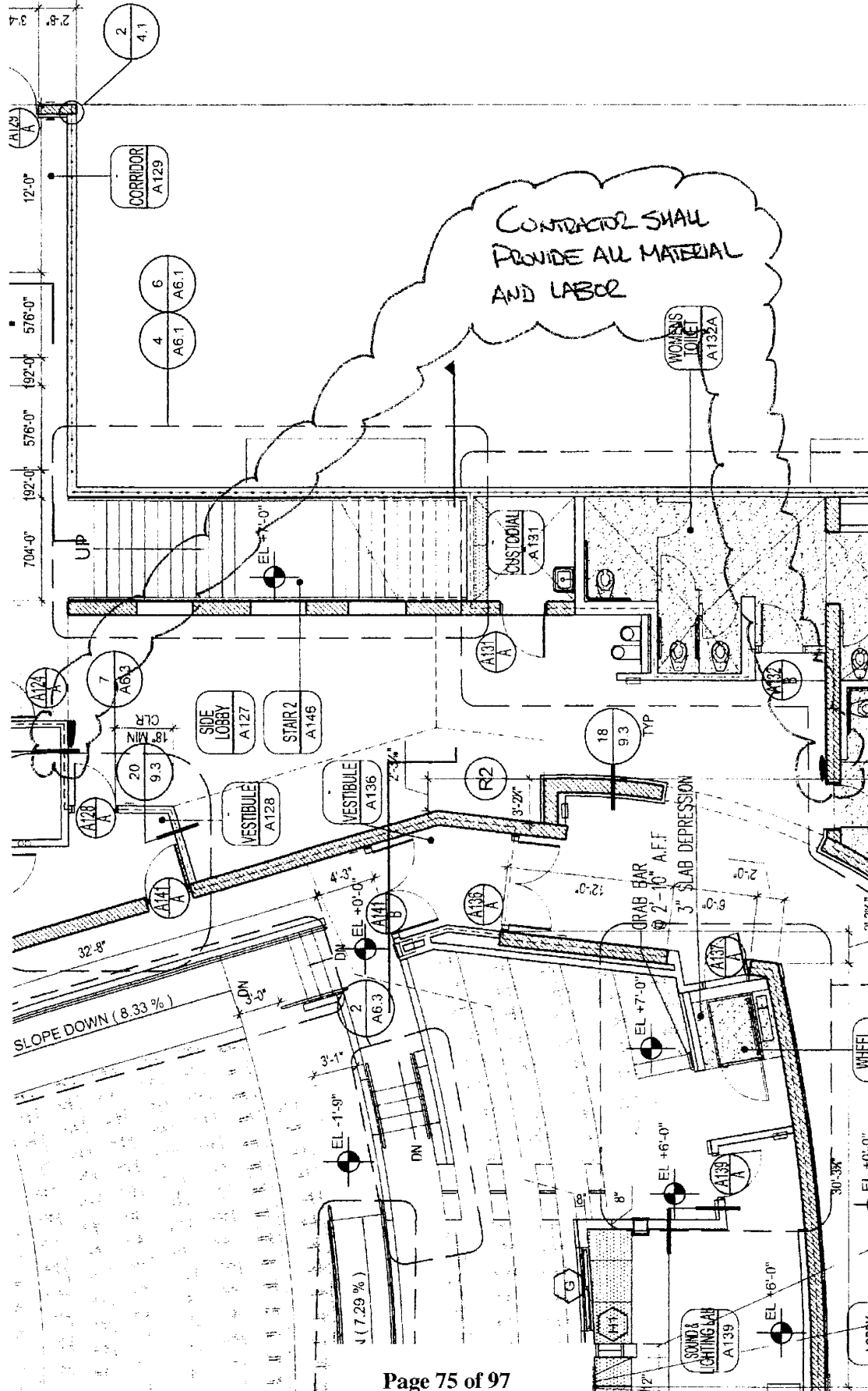


6-12-13

DATE 12-2-61

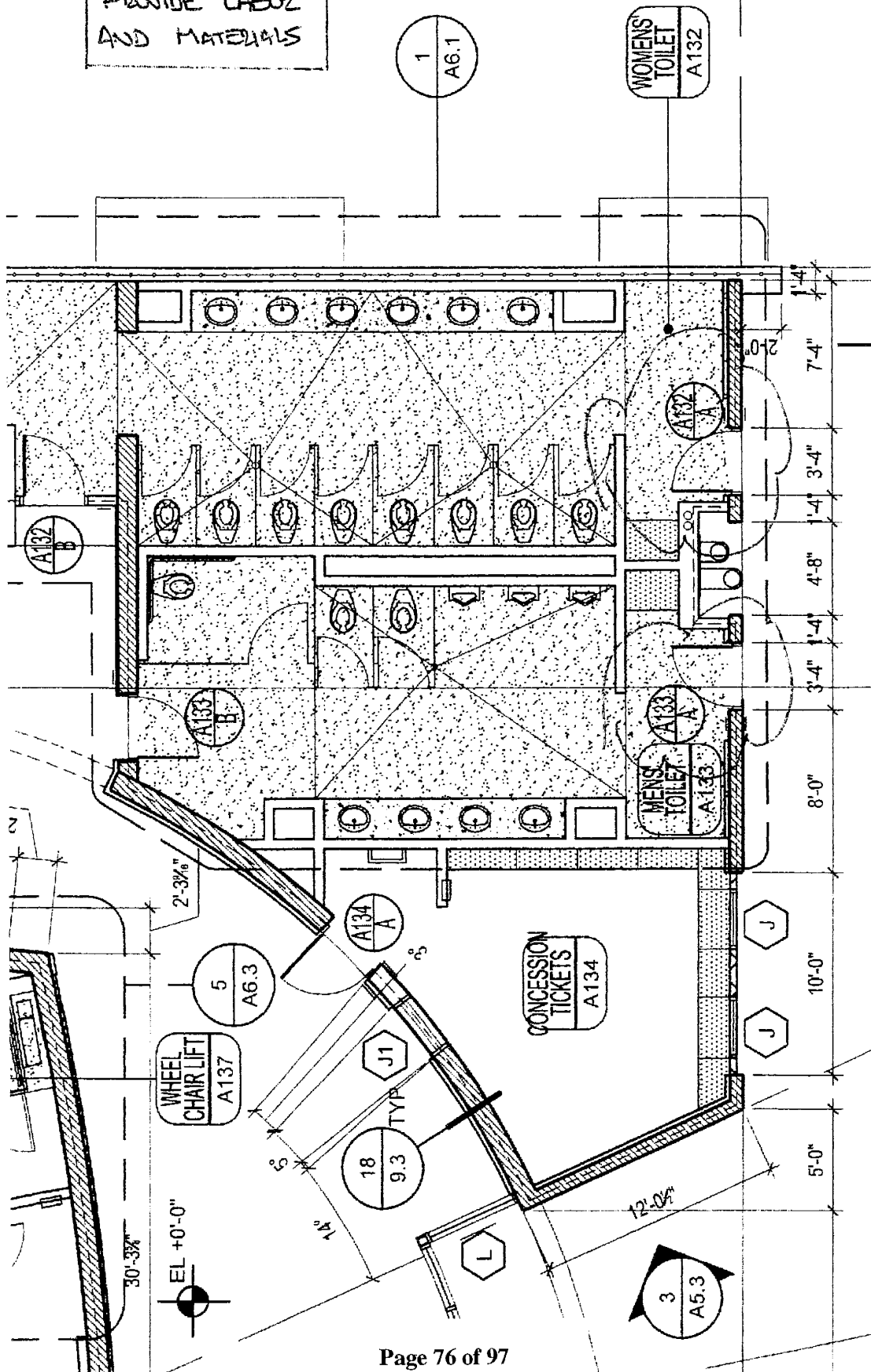
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ADDRESS				
CITY	ZIP			
PHONE #	WORK #			
MOBILE	FAX			
JOB NAME				
JOB ADDRESS				

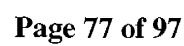
GATES	SIZE	QUANTITY
WALK GATE		
DOUBLE GATE		
SINGLE DRIVE		
CLUB		



6-12-13

CONTRACTOR SHALL
PROVIDE LABOR
AND MATERIALS





REQUEST FOR INFORMATION

1 of 5
ATTACHMENT H

6-12-13

DSA Appl. No. (if applicable): 04-110424

School Name: Capistrano Valley High School RF1 Number: 516
 Project Name: CVHS - Performing Arts Theater Date: 5/21/2013
 Project Description: Performing Arts Theater Project No.: 739
 Issued To: WLC Architects, Inc. Contract No.: _____
 (Architect)
 E2.3 _____ 1 _____
 Drawing Number Detail Specification Section Page

Request:

Subject: THEATER SEAT LIGHTING

PER DRAWING E2.3 KEY NOTE #5 ISLE LIGHTING LOCATED IN SEATING IS SUPPLIED WITH 120V FROM DR3-270, HOWEVER THE SEAT LIGHTS SUPPLIED ARE 12V. PLEASE ADVISE.

Request Issued by: Robert Cabrera Robert Cabrera January 0, 1900
 Contractor's Signature Name (Printed) Date

Response:

Based on spec'd fixture: Class II 12V power supply is required for a workable system. Cut sheets applicable to spec'd type are attached - This fixture type is not known to have been submitted for electrical review. Install power supplies in Dimmer room A145. See attached sheets. *Jim Sumner TCR 5/21/2013*

AE in General Responsible Charge is required to confirm compliance with DSA IR A-6 prior to submittal to OAR. Check the applicable box below.

No Change to DSA Approved Scope

- ☐ No Sketch Required:
(A/E's written response above is sufficient)
- ☐ Sketch required:
(No change to DSA Application scope)

Change to DSA Approved Scope

- ☐ Sketch and FCD Required:
(Attach FCD/sketch to this RFI response with AE stamp/signature)
- ☐ Sketch Required:
(Attach sketch to this RFI response with AE stamp/signature)

Response Review by: _____
 Architect's Signature Name (Printed) Date

Response issued by: _____
 Owner Authorized Representative Name (Printed) Date

This Form Cannot Modify Contract Amount or Milestones and/or Contract Time.

cc:

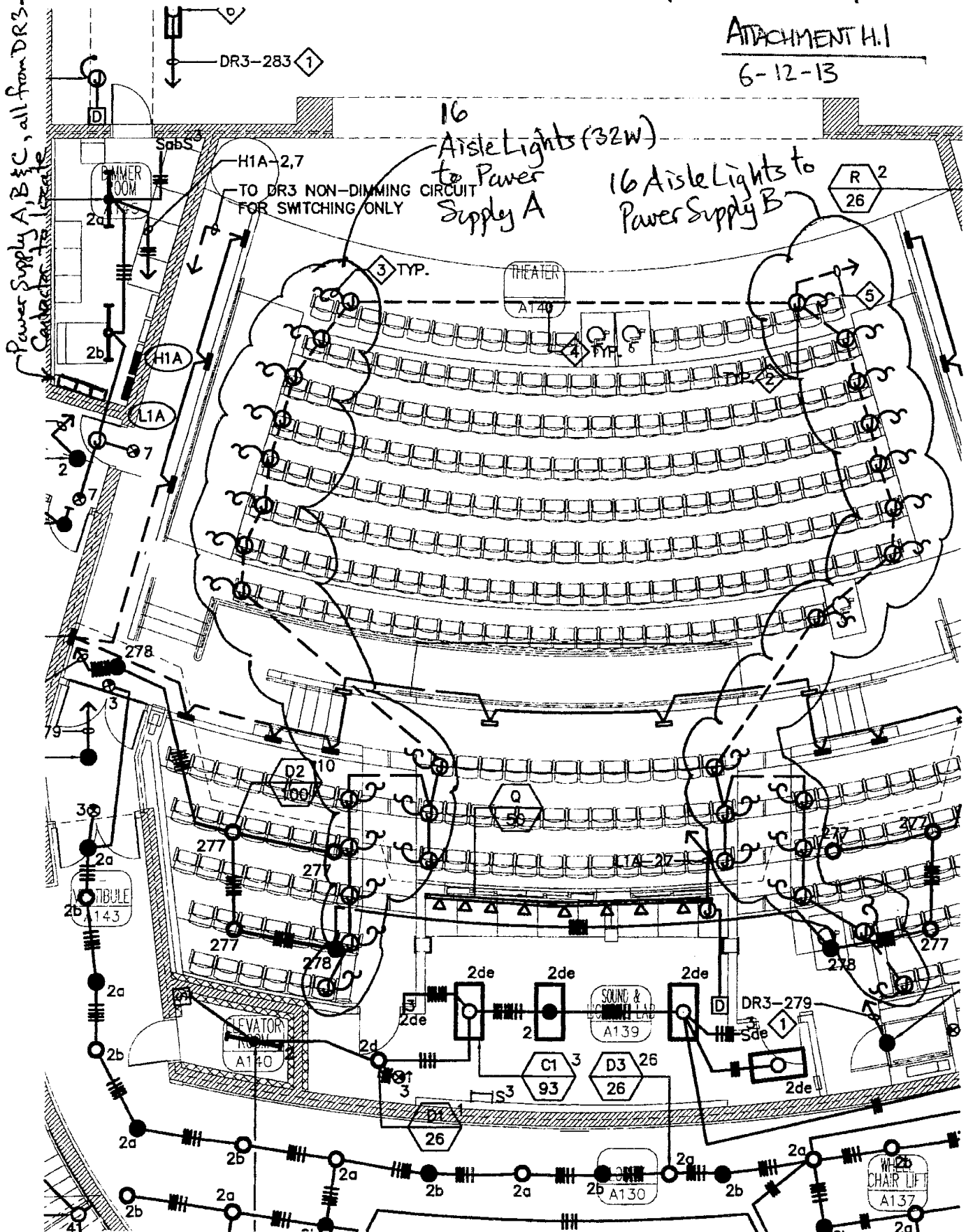
Rev. 4.0, November 2, 2009

Power Supply A, B & C, all from DR3-270

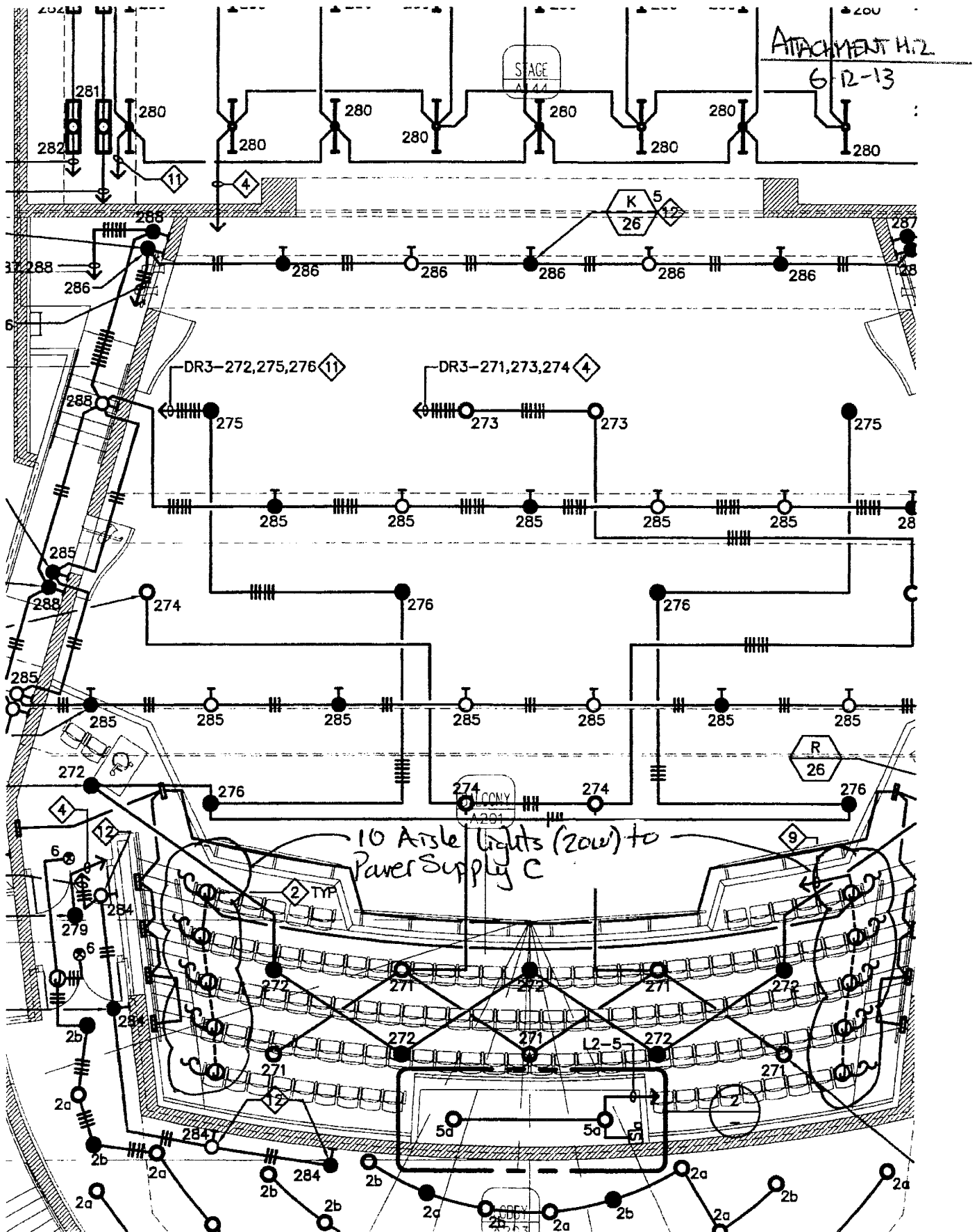
RFI-516 2 of 5

ATTACHMENT H.1

6-12-13



RFI-516 3 of 5



POWER SUPPLIES SELECTION GUIDE

DIMMING CAPABILITIES

Primary Dimming - JT series transformers are compatible with forward phase (leading-edge) magnetic low voltage dimmers and dimming control modules.

Secondary Dimming - Secondary can be dimmed with use of electronic low voltage 12VDC or 24VDC dimmers or with 0-10V dimming modules such as the DIM-OT-1-5-D

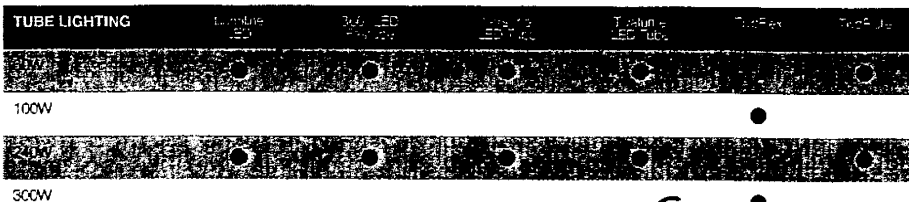
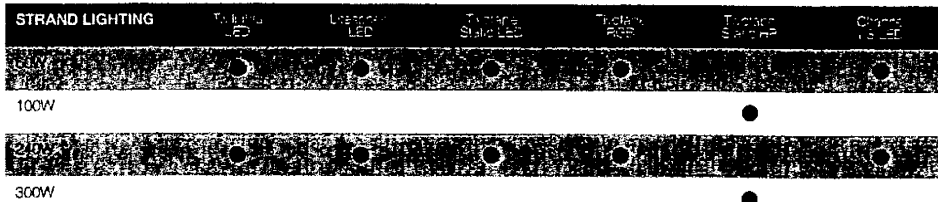
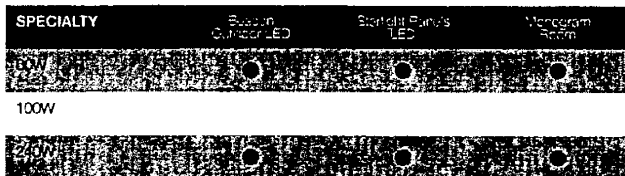
ATTACHMENT H.3

RFI-516 4682513

Contractor to select based on installed aisle light

POWER SUPPLY ORDERING INFORMATION

CAT. NO.	APPLICATION	DIMMING	PRIMARY VOLTAGE	SECONDARY VOLTAGE	CIRCUIT BREAKERS	MAX. LOAD	CIRCUIT CAPACITY	DIMENSION
JT-60-1-5-12-D JTH-60-1-5-12-D	INDOOR OR DAMP PROTECTED	PRIMARY Forward Phase low voltage dimmers and dimming modules	120V AC 277V AC	12VDC	1	60W	5A	4.25" W X 8.50" L X 3.25" D
JT-240-4-5-12-D JTH-240-4-5-12-D			120V AC 277V AC		4	240W		8.50" W X 16.00" L X 4.50" D
JT-100-1-4-24-D			120V AC	24VDC	1	100W	4A	4.25" W X 11.00" L X 4.00" D
JT-300-3-4-24-D JTH-300-3-4-24-D			120V AC 277V AC		3	300W		8.50" W X 16.00" L X 4.50" D



POWER SUPPLIES SELECTION GUIDE

DIMMING CAPABILITIES

Primary Dimming - SC series transformers are compatible with forward phase (leading-edge) magnetic low voltage dimmers and dimming control modules.

Secondary Dimming - Secondary can be dimmed with use of electronic low voltage 12VDC or 24VDC dimmers or with 0-10V dimming modules such as the DIM-OT-1-5-D

RFI-516 5 of 5

ATTACHMENT H.4

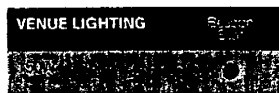
6-12-13

POWER SUPPLY ORDERING INFORMATION

CAT. NO.	APPLICATION	DIMMING	PRIMARY VOLTAGE	SECONDARY VOLTAGE	CIRCUIT BREAKERS	MAX. LOAD	CIRCUIT CAPACITY	DIMENSION
SC-150-2-5-12-A	INDOOR/ OUTDOOR	PRIMARY Forward Phase low voltage dimmers and dimming modules	120V AC	12V AC	2	150W	5A	4.88" W X 4.63" L X 6.75" D
SC-250-4-5-12-A SCH-250-4-5-12-A			120V AC 277V AC		4	250W		4.88" W X 4.63" L X 6.75" D
SC-300-5-5-12-A SCH-300-5-5-12-A			120V AC 277V AC		5	300W	5A	4.88" W X 4.63" L X 6.75" D
SC-100-1-4-24-A			120V AC	24V AC	1	100W	4A	4.88" W X 4.63" H X 6.75" D
SC-300-3-4-24-A SCH-300-3-4-24-A			120V AC 277V AC		3	300W	4A	5.63" W X 5.25" H X 8.25" D
SC-500-5-4-24-A SCH-500-5-4-24-A			120V AC 277V AC		5	500W	4A	5.63" W X 5.25" H X 10.25" D



300W



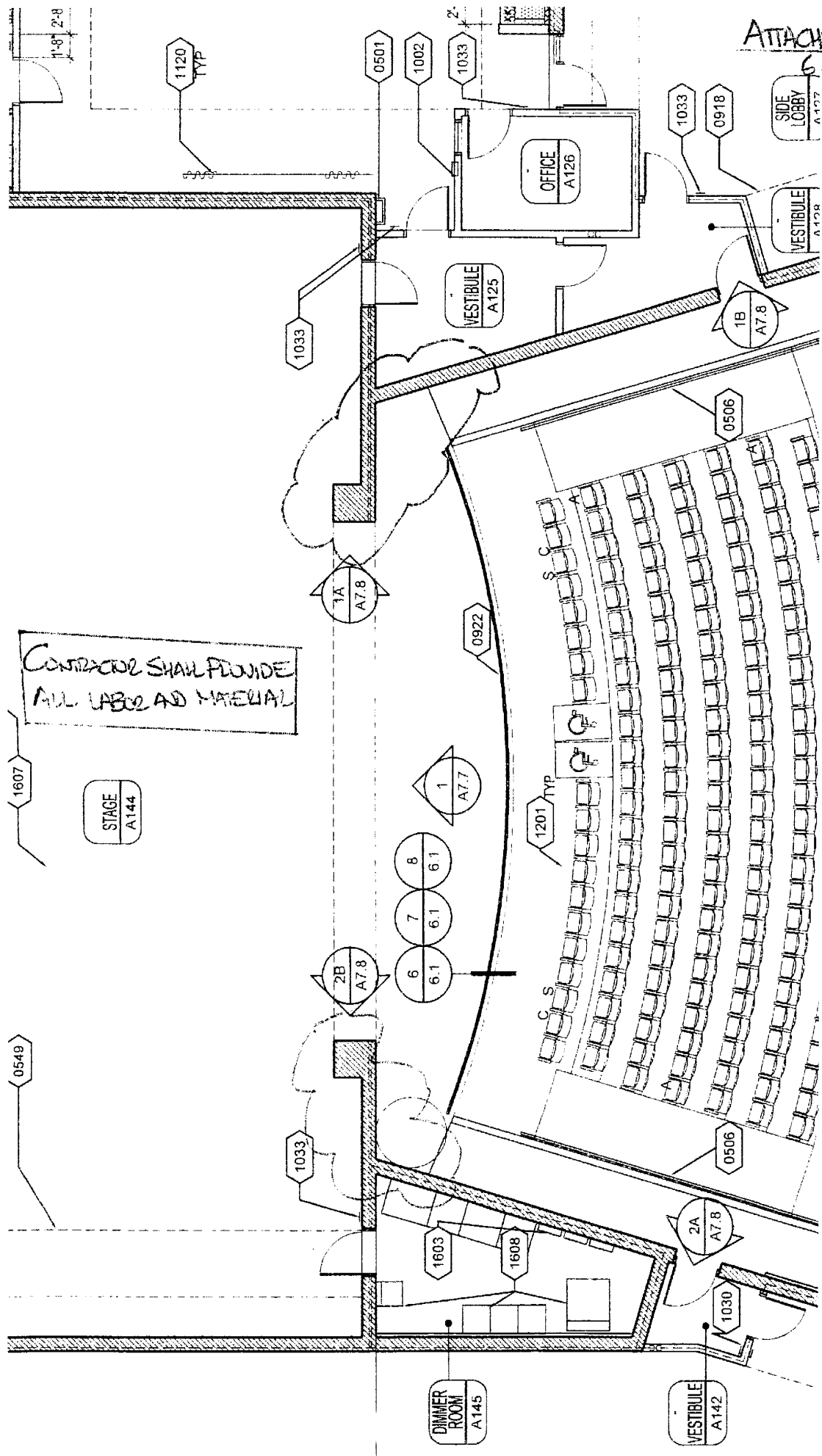
250W







[illegible]



ATTACHMENT "L"
6-13-13



Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

Project: -- 1011-11 CVHS Performing Arts Theater
Contract Number: 1011-11

DSA Number: 04-110424

WORK ORDER

To: Liberty Mutual Insurance Co.
1001 4th Avenue
13th Floor
Seattle, WA 98154

Work Order No. : 00095
Date: 6/26/2013

Title: Prime Steel Withholding

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

Pursuant to a Kern County Superintendent of Schools letter dated May 7, 2013 regarding Labor Code Violations Subcontractor Prime Steel, Inc. a sixty (60) day time period to file an appeal regarding Notice to Withhold Contract Payments has expired. As such, per Superintendent of Schools Directive an assessment penalty of \$6,190.00 has become final. (Refer to Attachment "A")

Item	Description	Amount
00001		(\$6,190.00)

Proposal Details:

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

- ☒ Lump Sum **(\$6,190.00)** ☐ Not To Exceed _____
- ☐ Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- ☐ Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review and will be resolved to be mutually agreeable.
- ☐ In accordance with Contract unit prices.

TIME:

- ☒ No Change ☐ Time Impact Unknown ☐ Impact to Contract completion is estimated at _____ days.
- ☐ Will not change completion date but is expected to impact specific CPM Activities. Activity Numbers _____ Days _____.
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
CUSD - Joe Farley		7/2/13
Owner's Representative		7/2/13
Completing Surety		6/26/13
Architect of Record		07.02.13
Inspector of Record		07/2/13

491

Capistrano Valley Performing Arts Theater BID # 1011-11

W.O. # 095

Prime Steel Withholding

Data Date 6/26/2013

Refer to Attachment "A"

Credit

ITEM NO.					
CUSD	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
1	Pursuant to a Kern County Superintendent of Schools letter dated May 7, 2013 regarding Labor Code Violations Subcontractor Prime Steel, Inc, a sixty (60) day time period to file an appeal regarding Notice to Withhold Contract Payments has expired. As such, per Superintendent of Schools Directive an assessment penalty of \$6,190.00 has become final. (Refer to Attachment "A") Withholding Penalty = \$6190.00			\$ 6,190.00	\$ 6,190.00

Subtotal Credit \$ (6,190.00)

Net Credit \$ (6,190.00)

FULL AND FINAL TOTAL* \$ (6,190)

*Rounded to nearest dollar

6-26-2013

Superintendent
of Schools

May 7, 2013

Via Certified Mail (7009 1410 0002 2035 5028)

Ms. Terry Fluent
Director of Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

Subject: Capistrano Valley High School Performing Arts Theater Project
Labor Code Violations - Sub-Contractor - Prime Steel, Inc.

RE: Case Closed Notification
California Prevailing Wage Violation Enforcement Action
KCSOS LCP Case # 11-1-12-001

Dear Ms. Fluent:

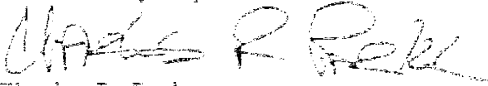
Please be advised that the sixty (60) day time period to file an appeal to the Notice to Withhold Contract Payments issued against Prime Steel, Inc. on March 5, 2013 for its failure to pay the proper prevailing wages to its workers on the above listed public works project expired on May 6, 2013. Accordingly, the assessment of penalties in the amount of \$6,190.00 has become final. The Capistrano Unified School District is now authorized to withhold the amount from contract payments due and payable to Liberty Mutual Insurance Company (Liberty)

Liberty and Mr. Patrick Weller, Benchmark Consulting (the bond company's representative) have been notified that the school district is now authorized to withhold the penalty amount from the contract proceeds on this project.

This case is now closed and no further action is anticipated.

Sincerely,

Christine Lizardi Frazier
Kern County Superintendent of Schools


Charles R. Parks
Labor Compliance Program

cc: File



Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

Project: -- 1011-11 CVHS Performing Arts Theater
Contract Number: 1011-11

DSA Number: 04-110424

WORK ORDER

To: Liberty Mutual Insurance Co.
1001 4th Avenue
13th Floor
Seattle, WA 98154

Work Order No. : 00096
Date: 7/1/2013

Title: Fire Sprinkler System & Outlets

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

Item 1) Pursuant to a jobwalk with the Owner's Representative on 6/21/2013 it was deemed necessary to add convenience outlets in the data room (A110) for miscellaneous electronic equipment. As such, the contractor shall provide all labor and material for installation. (Refer to Attachment "A")

Item 2) The original contract documents omitted a code required fire sprinkler system bell to be installed at the exterior riser room (A113). Therefore, the contractor shall provide all labor and material for installation of equipment. (Refer to Attachment "B")

Item 3) Pursuant to a jobwalk with the Owner's Representative on 6/21/2013 it was determined to install a concealed hinge cabinet with touch latch stained to match existing marlite panels to conceal the ADA wheel chair lift disconnect (A137). As such, the contractor shall provide all labor and material for installation and staining. (Refer to Attachment "C")

Item 4) Pursuant to a removal of asphalt for the CVHS basketball courts an unforeseen embedded Petromat fabric was discovered resulting in a changed condition. As such, the contractor shall be compensated for additional material, labor and trucking. (Refer to Attachment "D")

Item	Description	Amount
00001		\$10,678.00

Proposal Details:

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.



Project: -- 1011-11 CVHS Performing Arts Theater
Contract Number: 1011-11

DSA Number: 04-110424

WORK ORDER

To: Liberty Mutual Insurance Co.
1001 4th Avenue
13th Floor
Seattle, WA 98154

Work Order No. : 00096
Date: 7/1/2013

Title: Fire Sprinkler System & Outlets

COST:

- ☒ Lump Sum **\$10,678.00** ☐ Not To Exceed _____
- ☐ Time and Materials Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms
- ☐ Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review and will be resolved to be mutually agreeable
- ☐ In accordance with Contract unit prices

TIME:

- ☐ No Change ☐ Time Impact Unknown ☐ Impact to Contract completion is estimated at _____ days
- ☐ Will not change completion date but is expected to impact specific CPM Activities Activity Numbers _____ Days _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed in accordance with the Contractor's weekly and monthly schedule

	Signature	Date
CUSD - Joe Farley		7/2/13
Owner's Representative		7/2/13
Completing Surety		7/2/13
Architect of Record		07.02.13
Inspector of Record		07/2/13

Capistrano Valley Performing Arts Theater BID # 1011-11

W.O. # 96

Fire Sprinkler System & Outlets

Date 7/01/2013

Refer to Attachment "A", "B", "C" & "D"

Add

ITEM NO.	DESCRIPTION	Rental Equipment	MATERIAL	LABOR	SUB TOTAL
CUSD					
1	Pursuant to a jobwalk with the Owner's Representative on 6/21/2013 it was deemed necessary to add convenience outlets in the data room (A110) for miscellaneous electronic equipment (Refer to Attachment "A") labor and material = \$2220.00			\$ 2,220.00	\$ 2,220.00
2	The original contract documents omitted a code required fire sprinkler system bell to be installed at the exterior riser room (A113) (Refer to Attachment "B") labor and material = \$2675.00			\$ 2,675.00	\$ 2,675.00
3	Pursuant to a jobwalk with the Owner's Representative on 6/21/2013 it was determined to install a concealed hinge cabinet with touch latch stained to match existing marlite panels to conceal the ADA wheel chair lift disconnect (A137). (Refer to Attachment "C") labor and material = \$750.00			\$ 750.00	\$ 750.00
4	Pursuant to a removal of asphalt for the CVHS basketball courts an unforeseen embedded Petromat fabric was discovered resulting in a changed condition. (Refer to Attachment "D") 30 loads x \$120/load = \$3600.00			\$ 3,600.00	\$ 3,600.00

Subtotal Add \$ 9,245.00

Subtotal Add \$ 9,245.00

10% Sub Fee \$ 924.50

Subtotal \$ 10,169.50

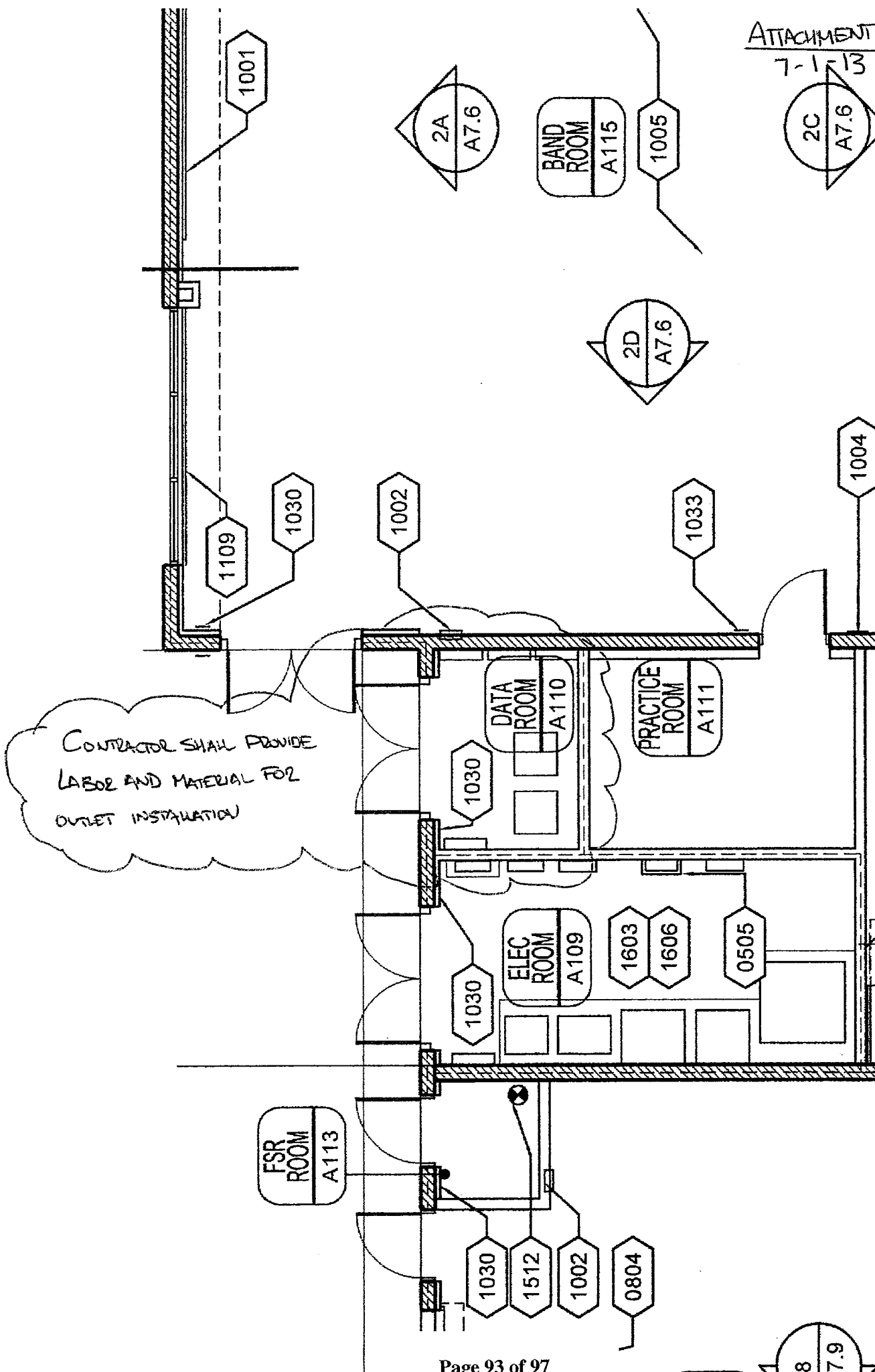
5% G.C./Ins. \$ 508.48

Fee

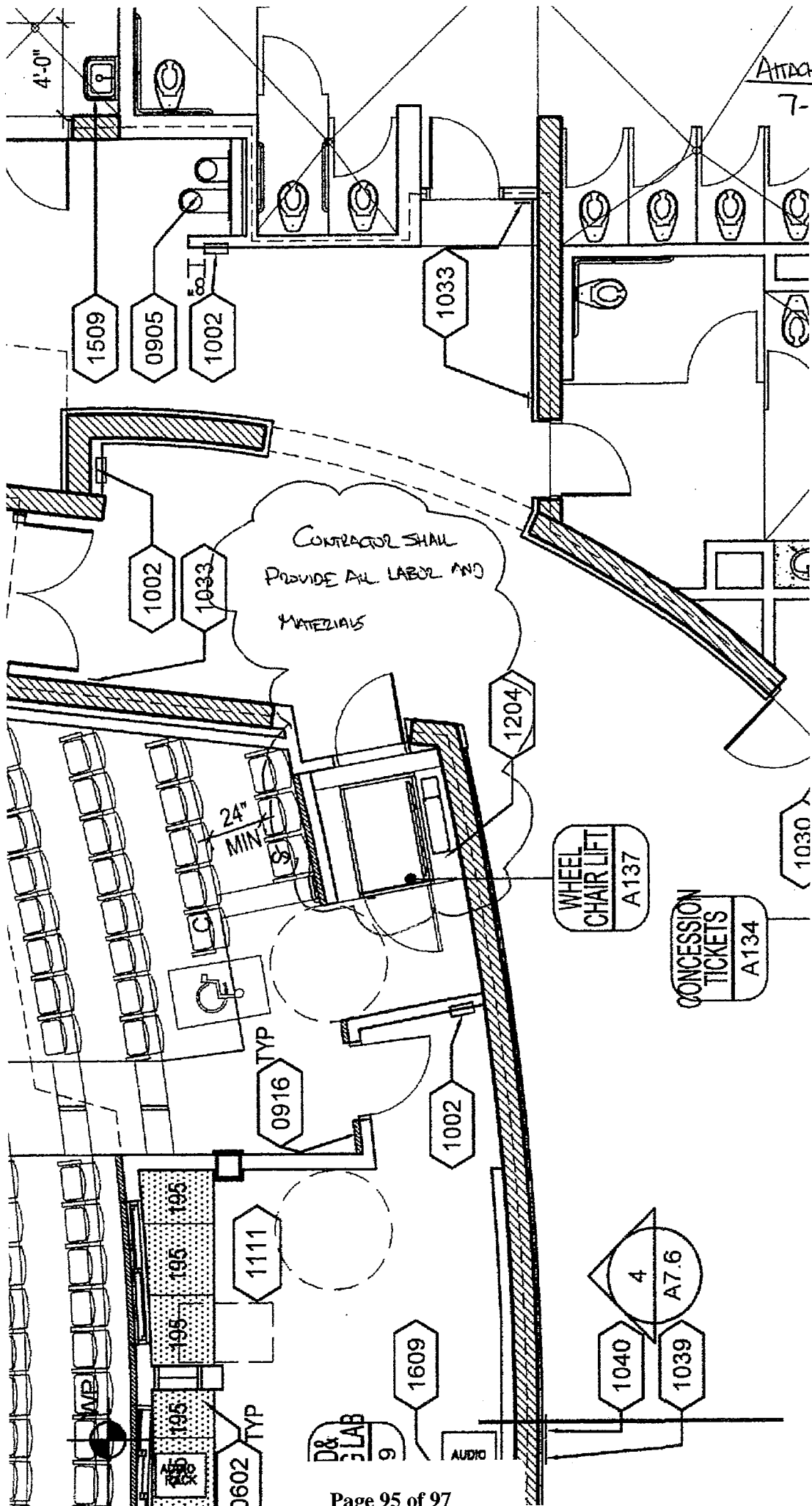
FULL AND FINAL TOTAL* \$ 10,678

*Rounded to nearest dollar

7-1-13







7-1-13



16782 Intrepid Lane
Huntington Beach, CA
Phone (562)592-2138
Fax (562)592-0829
Lic. # 766223

CHANGE ORDER #10

JOB NAME: Capistrano Valley HS Performing Arts Theater

DATE: April 22, 2013

Pursuant to your authorization and/or request, changes in the work specified at the above job will be made.

It is hereby agreed that such change in the work will constitute a Change Quotation to the contract in the sum of \$4,140.00 which shall modify the original value of the contract and all previously approved change ordered.

The changes are described as follow:

Machinery, labor and trucking to perform the following:

Increase in dump parking lot asphalt dump fees due to unforeseen petromat in asphalt.
The price increased to \$200/load from \$80/load which leaves a \$120 difference.

30 loads @ \$120/load	\$3,600.00	
Profit/Overhead	\$ 540.00	10% \$ 360.00
Total	\$4,140.00	
	\$3,960.00	

Accepted By: _____

F.W. Brady Development

Sign: _____

Print Name: _____

Print Name: Tiffany Brady

Title: _____

Title: Project Coordinator

Date: _____

Date: 04-22-13



31507 Ortega Highway, San Juan Capistrano, CA 92693
(949) 728-0500 office (949) 728-0501 fax

Dump Fees:

To: FW Brady Development

Fax: 562-592-0829

Date: 04/18/13

Project Location: Capistrano Valley H.S

Type of Material Quoted:

1. Dumping Fees for Clean Asphalt were changed from \$80.00 to \$200 Per Load Due to the amount of Petromat the material contained,

Payment Terms: net 30 days from receipt of Greenstone Materials Invoice

Greenstone Materials, Inc.

FW Brady Development

AVID® IMPLEMENTATION AGREEMENT

This AVID Implementation Agreement ("Agreement") for AVID membership, materials, and training is entered into by and between the AVID Center, a California non-profit corporation ("AVID Center") and the school system named in Attachment A ("School System").

Article I. AVID Membership Benefits

1.1 AVID Mission and Purpose:

AVID's mission is to close the achievement gap by preparing all students for college readiness and success in a global society.

AVID Center is a non-profit corporation formed to strengthen and support the AVID community through: a focus on service to schools to ensure the quality implementation of the AVID College Readiness System; national leadership in education; and innovation through current research.

1.2 AVID Membership:

"AVID Members" or "AVID Member School Sites" are those School Sites listed in Attachment A as implementing one or more AVID programs—Elementary and/or Secondary—and with a Site Status of either "New" or "Existing". Annual membership runs concurrently with the Term of this Agreement. Sites listed in Attachment A as "planning" are not considered AVID Members and are not eligible for membership.

1.3 AVID College Readiness System and Materials:

School System is entitled to implement the applicable AVID program(s) only at the AVID Member School Sites listed in Attachment A, and to use the licensed AVID trademarks, libraries, and student materials for the AVID Member School Sites' AVID College Readiness System pursuant to the provisions of this Agreement.

Sections with "Secondary" or "District Director" in the header title herein will only apply if Secondary is listed in any AVID Member School Site's Program Name on Attachment A. Sections with "Elementary" or "Elementary Liaison" in the header title herein will only apply if Elementary is listed in any AVID Member School Site's Program Name on Attachment A.

1.4 AVID Center Support for Secondary:

AVID Center agrees to provide support to School System for its Secondary AVID Member School Sites through the District Director and in conjunction with AVID Center's national and/or divisional offices. Membership for School System and Member School Sites implementing the Secondary Program includes support from AVID Center's national and/or divisional offices in the following ways:

- access to training for the AVID site team(s) and AVID elective teacher(s) through AVID Summer Institute;
- access to training for the District Director through the two-year AVID District Leadership Training (ADL), divisional/state meetings and Summer Institute;
- access to other quality continuing professional learning trainings or services such as AVID Path Trainings, AVID Weekly, AVID Test Prep, and others;
- coordination with School System's District Director to collect, report, and analyze data from School System and Member School Sites;
- review the quality of implementation through the Certification process;
- access to ongoing AVID College Readiness System development through various divisional workshops and online offerings;
- permission to use the AVID Trademarks as described in Section 4.2 below;
- electronic newsletters and access to the resources available through the password-protected MyAVID area of AVID Center's website;
- an AVID yearbook and ACCESS academic journals for School System and each Member School Site listed in Attachment A as implementing the Secondary Program; and
- assistance in disseminating information about AVID to potential new AVID middle school and high school sites within School System.

1.4a AVID Center Support for AVID Elementary:

AVID Center agrees to provide support to School System for its Elementary AVID Member School Sites through the Elementary Liaison and in conjunction with AVID Center national and/or divisional offices. AVID Elementary support includes:

- access to training for the AVID Elementary site team(s) through AVID Summer Institute;
- access to training for the AVID Elementary Liaison at AVID Summer Institute and through the two-year AVID Elementary Leadership Training;
- coaching and implementation guidance during coaching visits;
- AVID Center technical assistance for the Elementary Liaison;
- coordination with School System's Elementary Liaison to collect, report, and analyze data from Member School Sites;
- permission to use the AVID Trademarks as described in Section 4.2 below;
- Elementary AVID Weekly membership, an AVID yearbook, and ACCESS academic journals for each Member School Site listed in Attachment A as implementing the Elementary program; and
- assistance in disseminating information about AVID to potential new AVID Elementary sites within School System.

1.5 AVID Reports:

AVID Center agrees to provide School System with reports on AVID data collected in School System.

1.6 AVID Summer Institute:

AVID Center agrees to provide School System and its listed AVID Member School Sites access to AVID Summer Institute. School System and its listed AVID Member School Sites may attend strands at AVID Summer Institutes including the Implementation strands appropriate for their level of implementation (i.e. Elementary and/or Secondary). Planning districts and sites are restricted from attending any of the Implementation strands offered but can attend all other strands offered for their program level.

1.7 Licensing Benefits:

Membership includes a license to use the AVID Trademarks to promote the Member School Sites' implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials for educational purposes relating to AVID, all pursuant to the provisions of this Agreement. Licensing runs concurrently with the Term of this Agreement.

1.8 Annual Membership/License Fee:

School System agrees to pay AVID Center an annual membership/license fee based on the total number of Member School Sites in School System's AVID program according to the pricing schedule set forth in Attachment A.

Article II. School System Responsibilities

2.1 AVID Secondary Methodology:

School System agrees to implement AVID according to AVID guidelines and teaching methodologies (collectively "AVID Methodologies") set forth in the AVID publications, guidebooks, and materials (collectively "AVID Materials") or otherwise established by AVID Center, as the same may be modified and/or updated by AVID from time to time at AVID's discretion. School System will implement the AVID Methodologies in the AVID elective class and in academic subject area classes. School System will not materially deviate from the AVID Methodologies without the prior written consent of the Executive Director of AVID Center. School System is responsible for each of its AVID Member School Sites' compliance with this Agreement.

2.1a AVID Elementary Methodology:

AVID Elementary classrooms will embed the AVID Methodologies across the curriculum and school day as designated in the implementation resources. School System will not materially deviate from the AVID Methodologies without the prior written consent of the Executive Director of AVID Center.

2.2 AVID Secondary Student Selection:

School System agrees to select students for AVID in accordance with the selection criteria established in the AVID Eleven Essentials. AVID Eleven Essentials may be modified and/or updated by AVID from time to time at AVID's sole discretion. Any modifications or updates will be made available to the School System and its AVID Member School Sites via the MyAVID portal.

2.2a AVID Elementary Student Selection:

AVID Elementary serves all students of the AVID Member School Sites listed on Attachment A as implementing the Elementary program and does not require a student selection process.

2.3 AVID Secondary Qualified Staff:

School System agrees to maintain, at its expense, at least one AVID District Director. The District Director will enroll in and complete or have previously completed the two year AVID District Leadership (ADL) training. School System also agrees to pay the ADL training, materials and support cost ("District Director Professional Learning Services Price") set forth in Attachment A for its District Director(s). AVID District Director responsibilities are listed in Article III below. School System will ensure that its District Director(s) comply with all of the provisions of Article III below.

2.3a AVID Elementary Qualified Staff:

School System agrees to maintain, at its expense, at least one Elementary Liaison. AVID Center recommends that the School System maintains one Elementary Liaison for every 10-15 AVID Member School Sites implementing the AVID Elementary program. The Elementary Liaison will receive training at an AVID Summer Institute and will enroll in and complete the two year AVID Elementary Leadership Training. School System also agrees to pay the AVID Elementary Leadership training, materials, and support cost ("Elementary Liaison Professional Learning Services Price") set forth in Attachment A. AVID Elementary Liaison responsibilities are listed in Article III below and include providing AVID Member School Sites implementing the AVID Elementary program with on-site support, articulation and data collection as it relates to AVID Elementary.

2.4 AVID Secondary Staff Training:

School System agrees to provide, at its expense, ongoing training for site coordinators and AVID site teams at AVID Member School Sites.

A. AVID Summer Institute: School System agrees to ensure that each secondary site in their initial year of implementing AVID and listed as "new" on Attachment A send a team of eight (8) members to an AVID Summer Institute. AVID Center recommends sending a site team that includes the principal, counselor, AVID coordinator, and core subject area teachers. AVID Center recommends AVID Member School Sites implementing the second year of the Secondary program send teams of at least five (5) members and encourages AVID Member School Sites to continue to send teams to its Summer Institute in subsequent years to maintain and enhance the quality of AVID at their sites. The AVID District Director may attend at no additional cost and shall not be included in the minimum number of participants required per site team.

The AVID Summer Institute has three different registration rates--"Early Bird," "Regular," and "Late." All rates can be found online at www.avid.org. If School System signs and returns this Agreement on or after May 2, 2013, the Regular Registration rate will apply to each participant listed on Attachment A. School System understands that travel, lodging, per diem costs and any other costs are not included in the price of the participant registration.

B. School System Professional Learning: School System agrees to conduct AVID professional learning for AVID Member School Sites in the School System based on AVID's national model of providing site coordinator workshops and site team conferences. Agenda for professional learning sessions will be based on school needs, on AVID's national model for coordinator workshops, on topics and agendas provided in the AVID District Leadership training materials, and on the content areas related to educational reform initiatives in public schools in School System's state.

2.4a AVID Elementary Staff Training:

School System agrees to provide at its expense, ongoing training for all AVID Elementary administrators, classroom teachers and support staff through AVID Summer Institute teams.

A. AVID Summer Institute: All AVID Member School Sites in Year 1 or Year 2 of implementing the AVID Elementary program will send a minimum of four (4) members to an AVID Summer Institute. The AVID Elementary site team will include a site administrator and lead teachers. The AVID Elementary Liaison may attend at no additional cost and shall not be included in the minimum number of participants required per site team.

The AVID Summer Institute has three different registration rates, "Early Bird," "Regular," and "Late." All rates can be found online at www.avid.org. If School System signs and returns this Agreement on or after May 2, 2013, the Regular Registration rate will apply to each participant listed on Attachment A. School System understands that travel, lodging, per diem costs and any other costs are not included in the price of the participant registration.

B. AVID Elementary Coaching Package: School Systems that have AVID Member School Sites in Year 1 and/or Year 2 of implementation of the AVID Elementary program will be required to schedule an AVID Elementary Coaching Package. This package of two (2) consecutive on-site days allows for individualized coaching to address unique needs of each district and Elementary Liaison. AVID Center will work with the Elementary Liaison to schedule the days. The School System may request additional days at the rate of \$1,800.00 per day.

2.5 Data Collection:

On at least an annual basis, according to the timeline established by AVID Center, School System shall collect data pertaining to student demographics, course enrollment, site characteristics and related outcomes specified by AVID Center and provide that data to AVID Center via their secure web portal. School System shall also submit such individual student academic and disciplinary data concerning AVID participants as AVID Center may specify. AVID Center's data collection process conforms to the privacy protections specified in the federal Family Educational Rights and Privacy Act (FERPA). AVID Center will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law and that is conspicuously marked by School System as "privileged" or "confidential" before School System delivers to AVID Center. AVID Center will destroy all individual student data when it is no longer needed for reporting purposes. School System reserves the right to withhold, revise, and/or edit certain confidential data such as student names, Social Security numbers and any other information the disclosure of which would violate FERPA. AVID Center agrees not to use any of the data collected under this Paragraph 2.5 in a manner that would violate, or cause School System to violate, any applicable provision of FERPA.

2.6 AVID Curriculum Library:

The AVID teachers and students benefit from the classroom strategies and activities provided in the AVID Curriculum Library. Each type of Curriculum Library—Elementary, Middle Level, High School—consists of a set of AVID publications and materials.

2.6a Curriculum Library, Secondary:

School System agrees to purchase at least one (1) complete AVID Curriculum Library for each AVID Member School Site implementing the Secondary program and listed as “new” in Attachment A prior to each AVID Member School Site’s initial implementation of AVID. AVID Curriculum Library prices are set forth in Attachment A. School System shall be entitled to use AVID Secondary libraries only at the AVID Member School Sites listed in Attachment A with the Program Name including Secondary and for which the materials were originally purchased. AVID libraries are non-transferable. School System and its individual AVID Member School Sites agree to ensure that each AVID classroom has adequate AVID curriculum materials. The use of the AVID Curriculum Libraries, which are part of the AVID Materials, will also be subject to the provisions of Article IV below.

2.6b Curriculum Library, Elementary:

School System agrees to purchase at least one (1) complete AVID Elementary Implementation Library for each AVID Member School Site implementing the Elementary program and listed as “new” in Attachment A prior to each AVID Member School site’s initial implementation of AVID. Curriculum Library prices are set forth in Attachment A. School System shall be entitled to use AVID Elementary Implementation Libraries only at the AVID Member School Sites listed in Attachment A with the Program Name including Elementary and for which the materials were originally purchased. AVID Elementary Implementation Libraries are non-transferable. School System and its AVID Member School Sites agree to ensure that each AVID classroom has adequate AVID materials. The use of the Curriculum Libraries, which are part of the AVID Materials, will also be subject to the provisions of Article IV below.

2.6c Curriculum Shipment(s):

AVID Center will ship curriculum libraries upon full execution of this agreement, once materials have been produced, if conditions of Article VII herein are fulfilled, and in accordance with the delivery date requested by School System as indicated on Attachment A as the "Requested Delivery Date". Curriculum will be shipped to the addresses listed on Attachment A as provided by School System. School System confirms that this date and location reflect the best time and location for receipt of shipment. School System should allow a few weeks on either side of the Requested Delivery Date as unforeseen circumstances may occur in the supply chain. Please allow additional time if Requested Delivery Date is within three (3) weeks of AVID Center's receipt of a fully executed copy of this Agreement. The Requested Delivery Date is provided for School System's convenience only. AVID Center's collection and School System's provision of such date does not constitute an affirmation of fact or promise nor does it create an obligation of law or in equity on behalf of AVID Center if materials do not arrive within the given timeframe. School System agrees that AVID Center makes no remedial promise and does not expressly intend to create a warranty or guarantee for any loss or damage, whether material or immaterial, arising from the late or early shipment of materials.

Article III. AVID District Director (Secondary) and/or Elementary Liaison

3.1 Role of the AVID District Director (Secondary):

In order to disseminate the AVID Secondary program effectively and to build a strong District AVID College Readiness System, AVID Center coordinates training and networking of district leaders known as AVID District Directors. The primary role of the AVID District Director is to coordinate support for the AVID Secondary program within School System. These individuals accept responsibility for ensuring the implementation of the AVID Secondary program according to the AVID Methodologies and for facilitating the development of site conditions that ensure effective AVID implementation. AVID District Directors attend four (4) sequential AVID District Leadership trainings (ADL) in various locations to be announced throughout a two-year period. Included in ADL Sessions 1-4 are site visits to AVID Member School Sites and curriculum which develop district and regional capacity to deepen existing programs, build new programs, and provide ongoing support and professional learning to the AVID College Readiness System and coordinators.

3.1a Role of the AVID Elementary Liaison:

In order to implement quality grade level effectiveness and to build strong AVID Feeder Patterns, AVID Center coordinates training and networking of district leaders known as Elementary Liaisons. The primary role of the Elementary Liaison is to coordinate support and provide articulation opportunities for AVID Elementary sites. These individuals accept responsibility for ensuring the implementation of AVID Elementary key components according to the AVID Elementary Essentials and for facilitating the development of AVID Feeder Patterns and site conditions that ensure effective elementary implementation. Elementary Liaisons attend four (4) sequential AVID Elementary Leadership trainings throughout a two-year period. Trainings consist of AVID Methodologies, understanding the role and responsibilities of the Elementary Liaison, and learning about AVID's online resources, data collection, certification, and continued professional learning. Elementary Liaisons attend the Elementary Administrator and/or Elementary Liaison Strands at AVID Summer Institute with their teams and help develop the feeder patterns vision and plan for quality implementation. The Elementary Liaison attends and supports ongoing professional learning through AVID Coaching Packages.

3.2 Time Allocation for the AVID District Director:

The ability of the District Director to plan and conduct AVID activities is impacted by what proportion of the Director's job responsibilities is designated for AVID. Should School System have five (5) or more AVID Member School Sites, AVID Center recommends that a substantial portion of the District Director's time be allocated to AVID oversight. AVID Center recommends that full-time allocation or multiple District Directors be considered for rural districts with ten (10) or more AVID Member School Sites, and for urban or suburban districts with twenty (20) or more AVID Member School Sites.

3.2a Time Allocation for the AVID Elementary Liaison:

The ability of the Elementary Liaison to plan and conduct AVID activities is impacted by what proportion of the Elementary Liaison's job responsibilities is designated for AVID. Should School System have five (5) or more AVID Member School Sites, AVID Center recommends that a substantial portion of the Elementary Liaison's time be allocated to AVID Elementary oversight. AVID Center recommends that full-time allocation or multiple AVID Elementary Liaisons be considered for rural districts with ten (10) or more AVID Elementary Sites and for urban or suburban districts with twenty (20) or more AVID Elementary Sites.

3.3 Secondary Professional Learning:

The District Director coordinates workshops for AVID coordinators, training for AVID tutors, site team conference(s) for AVID site teams, and site team participation in the AVID Summer Institute(s).

3.3a Elementary Professional Learning:

The Elementary Liaison coordinates feeder pattern articulation meetings (with administrators, teachers, and support staff), site support, and participates in the AVID Summer Institute(s) according to the elementary training cycle.

3.4 Secondary Technical Support to Sites:

The District Director periodically visits each AVID Member School Site, at minimum, once per academic quarter. A site visit includes AVID classroom observation and coaching of the AVID coordinator, observation of subject area teachers who have participated in AVID professional learning, meeting with the AVID site team to facilitate progress towards goals identified in the Site Team Plan, and meeting with the principal to promote administrative support for and institutionalization of AVID.

3.4a Elementary Technical Support to Sites:

The Elementary Liaison visits sites, observes classrooms, coaches administration, teachers and support staff to facilitate progress toward goals identified, and to promote institutionalization of AVID Elementary Essentials. The Elementary Liaison attends AVID Elementary Leadership Training and provides ongoing professional learning for all AVID Elementary sites.

3.5 Data Collection and Research:

The District Director and/or Elementary Liaison coordinates the collection of data as requested by the national AVID Center, and uses resources within the School System or region, as available, in order to monitor progress and success of regional AVID College Readiness Systems.

3.6 Building a Structure of Support:

The District Director and/or Elementary Liaison coordinates the establishment of an AVID District team or advisory group that is made up of top-level district administration, site-level representation and representatives from local post-secondary institutions. The AVID District team or advisory group ensures the implementation and fidelity of the AVID system and collaborates on issues regarding student access to, and success in, rigorous college preparatory courses.

3.7 Outreach:

The District Director and/or Elementary Liaison responds to inquiries from his or her community regarding AVID dissemination by providing information sessions and publicity.

3.8 Secondary Partnerships with Postsecondary Institutions:

The District Director works with college and university staff to coordinate student outreach, tutor employment, AVID summer bridge programs, and support for secondary AVID students at AVID Member School Sites enrolling at the postsecondary institutions.

3.9 Secondary Special Events:

The District Director facilitates AVID events (e.g. AVID student writing contest, AVID student conference, AVID family conference).

3.9a Elementary Special Events:

The Elementary Liaison facilitates AVID elementary events (e.g. end of year recognition events, transition events and feeder pattern articulation meetings).

3.10 Partnership with AVID Center:

The District Director and/or Elementary Liaison coordinates communication with AVID Center regarding contracts for consultant services, technical assistance for district or regional planning, and the AVID certification process. The District Director also maintains open communication and collaboration with AVID Center by mailing information about regional AVID activities, by participating in AVID conferences, by networking via phone/ FAX/ email, by contributing to the AVID international academic journal, etc.

3.11 AVID District Leadership Training for District Directors (Secondary):

AVID District Leadership Training (ADL) Sessions are designed to prepare and support the AVID District Director. The four sessions are taken in sequential order over a two year period at various facilities throughout the country (the School System should periodically check www.avid.org or their divisional contact for listings). The District Director is to maintain a portfolio and additionally participate in online and web-hosted meetings coordinated by AVID Center. Upon completion of all four sessions, the District Director becomes certified by AVID as a District Director and continues their training by attending ongoing national, divisional, or state AVID Center meetings.

A. AVID provides AVID District Leadership (ADL) Training as part of the District Director Professional Learning Services fee. ADL training is for district level personnel responsible for start-up and quality assurance of the AVID Secondary program as described above and takes place over two years. ADL includes two small-group trainings per year which consist of AVID methodologies, understanding the role and responsibilities of the District Director; and learning about our online resources, data collection, certification, and continued professional learning.

The District Director Professional Learning Services Fee is \$15,000.00 per District Director, payable over two years at \$9,000.00 for the first year and \$6,000.00 for the second year. If additional district level training is required due to turnover or supplemental support, the School System may be eligible to receive a discount at the discretion of AVID Center. The service fee does not include travel, meals, or any other expenses.

The ADL Training Schedule is split into two years. Year 1 of training includes Summer Institute, Session 1, and Session 2. Time allocated for these trainings consists of three (3) days over the summer for Summer Institute and two and a half (2½) days for each session, one (1) in the fall and one (1) in the spring. Year 2 of training includes two (2) Summer Institutes, Session 3, and Session 4. Time allocated for these trainings consists of three (3) days over the summer between training years, and two and a half (2½) days for each session, one (1) in the fall and one (1) in the spring, followed by a final three (3) days over the summer.

B. Summer Institute – District Director leads the district's AVID site team facilitation at the AVID Summer Institute. The District Director attends Summer Institute as part of their ongoing training; therefore, the Summer Institute registration fee for the District Director is included in the total District Director Professional Services Price.

C. Materials – After attending the first ADL session, the District Director will be provided with a sample set of all Middle Level and High School curriculum, materials, binders, CDs, and supplemental materials needed for district support.

D. AVID National Office & Divisional Support – AVID Center will provide support from our national office, divisional offices, and state offices. This support will consist of phone calls, emails, and district visits at the discretion of AVID Center.

3.11a AVID Elementary Leadership Training:

AVID Elementary Leadership Training Sessions are designed to prepare and support the Elementary Liaison. The four sessions are taken in sequential order over a two year period. The location of the trainings may vary (the School System should periodically check www.avid.org or contact the AVID Elementary team for listings).

A. AVID provides the following services to the district for start-up and quality assurance of the program: AVID Elementary Leadership Training is for the designated Elementary Liaison and takes place over two years. AVID Elementary Leadership Training includes two small-group trainings per year which consist of AVID methodologies, understanding the role and responsibilities of the Elementary Liaison, and learning about the AVID College Readiness System, as well as our online resources, data collection, certification, and professional learning opportunities.

The Elementary Liaison Professional Learning Services Fee is \$9,000.00 per Liaison, payable over two years at \$5,400.00 for the first year and \$3,600.00 for the second year. The service fee does not include travel, meals, or any other expenses.

The Elementary Leadership Training Schedule is split into two years. Year 1 of training includes Summer Institute, Session 1, and Session 2. Time allocated for these trainings consist of three (3) days over the summer for Summer Institute and two and a half (2½) days for each session, one (1) in the fall and one (1) in the spring. Year 2 of training includes two (2) Summer Institutes, Session 3, and Session 4. Time allocated for these trainings consist of three (3) days over the summer between both training years, and two and a half (2 ½) days for each session, one (1) in the fall and one (1) in the spring, followed by a final three (3) days over the summer.

B. Summer Institute - The Elementary Liaison is required to attend Summer Institute with new implementing elementary sites. The Elementary Liaison attends Summer Institute as part of their ongoing training; therefore, the Summer Institute registration fee for the Elementary Liaison is included in the total Elementary Liaison Professional Learning Services Price.

C. Materials –the Elementary Liaison will be provided with an Elementary Implementation Library set at about the same time the site(s) will get their order per the signed Agreement.

D. AVID National, Divisional, State Office Support – AVID Center will provide support from our national office, divisional offices, state offices, and/or independent consultants. This support will consist of phone calls, emails, and visits at the discretion of AVID Center.

Article IV. Licenses and Proprietary Rights

4.1 Copyright License:

Subject to School System's performance of all the provisions of this Agreement, AVID Center hereby grants to School System during the Term a non-exclusive, non-transferable license, without the right to sublicense, to distribute, reproduce, and display the AVID Materials and the AVID Methodologies solely to implement AVID at the Member School Sites as listed in Attachment A, and for no other purpose. For each Member School Site listed in Attachment A, this license extends only to the AVID Materials and AVID Methodologies corresponding to the AVID Program Name(s) (e.g. Elementary, Secondary, etc.) listed for that AVID Member School Site.

A. School System may distribute, reproduce, and display the AVID Materials only to appropriate staff and students of the AVID Member School Sites listed in Attachment A, for the sole purpose of implementing the specified AVID Programs at the AVID Member School Sites and for no other purpose. School System will not permit any of the AVID Materials or AVID Methodologies to be used by anyone other than the AVID Member School Sites.

B. Further, School System will only distribute, display, photocopy, reproduce or otherwise duplicate, those AVID Materials and AVID Methodologies corresponding to the specific AVID Program(s) listed for each AVID Member School Site in Attachment A. (For example, if Attachment A specifies both the Elementary and Secondary AVID Programs at ABC School Site, but only specifies the Elementary AVID Program at XYZ School Site, School System will not distribute, display, photocopy, reproduce, duplicate, or otherwise make available the Secondary AVID Program Materials and Methodologies to XYZ School Site).

C. School System and its individual school sites will not distribute, display, photocopy, reproduce or otherwise duplicate, all or any part of the AVID Materials or AVID Methodologies to anyone other than the AVID Member School Sites without AVID Center's prior written consent.

D. Should School System wish to make any of the AVID Materials or AVID Methodologies accessible to its AVID Member School Sites through the Internet, it will do so on a password-protected website, and it will ensure that only appropriate staff and students of the AVID Member School Sites are allowed access to the website.

E. Should School System wish to make electronic versions of any of the AVID Materials or AVID Methodologies available for download by its AVID Member School Sites, it will ensure that only appropriate staff and students of the AVID Member School Sites are allowed access to those materials, and it will require that those staff and students agree not to distribute, reproduce, display, or transfer those materials to anyone other than appropriate staff and students of the AVID Member School Sites before downloading those materials.

F. School System and its individual school sites shall not modify or otherwise alter the AVID Materials or AVID Methodologies in any way, or create or distribute any derivative works of the AVID Methodologies or the AVID Materials in any way. School System also agrees not to use or adopt the AVID Methodologies or AVID Materials with respect to any educational or other program except solely to implement AVID under the provisions of this Agreement.

G. School System and its individual school sites acknowledge that they do not have the right to sell, sublicense, transfer, or lease any of the AVID Materials or AVID Methodologies to any person or entity.

4.2 Trademark License:

Subject to School System's performance of all the provisions of this Agreement, AVID Center hereby grants to School System during the Term a non-exclusive, non-transferable, indivisible license, without the right to sublicense, to use the AVID® trademarks (collectively "AVID Trademarks"), (a) only as they are incorporated in the AVID Materials, and (b) only on advertising flyers and written promotional materials created by School System or the AVID Member School Sites listed in Attachment A in order to promote and implement AVID at those Member School Sites. School System agrees that it will use its best efforts to use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks. School System agrees that it or its individual school sites will not use any of the AVID Trademarks as a corporate or business entity name, as a fictitious business name or as a trade name, and will not use any name in such capacity that is confusingly similar to the AVID Trademarks. School System further acknowledges and agrees that it and its AVID Member School Sites cannot modify or otherwise alter any of the AVID Trademarks or use any other designs or logos in conjunction with its use of the AVID Trademarks. School System cannot use the AVID Trademarks for any educational or other program other than to implement AVID at the Member School Sites listed in Attachment A consistent with the above license. School System and its AVID Member School Sites will always use the proprietary symbol ® immediately adjacent to the respective AVID Trademarks as noted above with respect to their use of the AVID Trademarks. If School System or its Member School Sites desire to use or place the AVID Trademarks on any products, things, or other merchandising items in order to promote AVID, it must first seek and obtain permission from AVID Center by completing AVID Center's Request to Use AVID Center Trademark Form and complying with any of AVID Center's conditions for approval. Any such additional uses of the AVID Trademarks approved by AVID Center shall also be subject to the terms of this license and the other provisions of this Article IV.

4.3 Rights Reserved:

Notwithstanding anything to the contrary in this Agreement, all rights not specifically granted in this Agreement to School System shall be reserved and remain always with AVID Center.

4.4 Proprietary Rights:

The parties agree that AVID Center shall solely own and have exclusive worldwide right, title and interest in and to the AVID Trademarks, AVID Materials and AVID Methodologies, to all modifications, enhancements and derivative works thereof, and to all United States and worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, moral rights, patents, know-how, trade secrets and all other intellectual and industrial property rights related thereto ("Intellectual Property Rights"). School System shall not challenge, contest or otherwise impair AVID Center's ownership of the AVID Trademarks, AVID Materials or AVID Methodologies, or any of AVID Center's applications or registrations thereof, or the validity or enforceability of AVID Center's Intellectual Property Rights related thereto. School System also agrees not to submit any applications or otherwise attempt to register for itself or others any of the AVID Trademarks, AVID Materials or AVID Methodologies.

4.5 Enforcement:

The parties agree that except to the limited extent expressly set forth in Paragraphs 4.1 and 4.2 above, AVID Center will be irreparably harmed and money damages would be inadequate compensation to AVID Center in the event School System breaches any material provision of Article IV. Accordingly, all of the provisions of this Agreement shall be specifically enforceable by injunctive and other relief against School System without the requirement to post a bond, in addition to any other remedies available to AVID Center, for School System's breach of any provision of this Agreement.

4.6 Proprietary Notices:

School System agrees not to remove, alter or otherwise render illegible any trademark, copyright or other proprietary right notices or other identifying marks from the AVID Materials or any permitted copies thereof.

4.7 Infringement:

School System agrees to notify AVID Center of any conduct or actions on the part of third parties of which it becomes aware that might be deemed an infringement or other violation of AVID Center's rights in the AVID Trademarks, AVID Materials or AVID Methodologies. In such event, AVID Center shall have the sole right to bring an action for infringement or other appropriate action with respect thereto. AVID Center shall exclusively control the prosecution and settlement of any such action. School System agrees to fully cooperate with AVID Center in any such action and provide AVID Center with all information and assistance reasonably requested by AVID Center.

4.8 Compliance with Laws:

School System agrees that the AVID Trademarks, AVID Materials and AVID Methodologies will be used in accordance with all applicable laws and regulations and in compliance with any regulatory or governmental agency that has jurisdiction over School System and its educational programs.

Article V. Quality Control Procedures

5.1 Quality Standards:

To ensure the successful implementation of AVID, School System agrees to comply with the quality standards described in the AVID Materials and in the AVID training sessions or otherwise established by AVID Center from time to time (collectively "AVID Quality Standards").

5.2 Annual Certification:

School System agrees to participate in AVID Center's annual certification process whereby each AVID Member School Site completes a self-study that is certified by School System's AVID District Director. AVID Center will train School System's AVID District Director in the certification process and will provide consultation and review. School System will forward the results of this annual certification to AVID Center in a timely fashion. AVID Center will make the final determination of each Member School Site's certification status.

5.3 AVID Quality Assurances:

AVID Center has the right in its sole discretion to review School System's compliance with the AVID Quality Standards, including, without limitation, the annual certification process described above. The Certification process provides a two-year timeline to encourage site level program improvement, if necessary, in AVID Member School Sites. If as part of the Annual Certification process or otherwise AVID Center suggests certain changes be made to School System's AVID College Readiness System, School System agrees to implement such changes. As per Certification guidelines, AVID Member School Sites that do not meet the AVID Quality Standards or do not implement AVID Center's suggested changes may be designated "affiliate" AVID Member School Sites. Should AVID Member School Sites and/or School System not meet the AVID Quality Standards or implement AVID Center's suggested changes for multiple years, they may be asked to discontinue AVID at the end of a school year.

Article VI. Period of Agreement

6.1 Term:

The Term ("Term") of this Agreement shall be as set forth in Attachment A unless earlier terminated as provided herein.

6.2 Cessation of the AVID College Readiness System:

AVID Center requests that if School System determines that it will permanently cease using or implementing the AVID College Readiness System at the end of the school year, School System should notify AVID Center in writing by May 31 of that year. AVID Center retains the right to verify that any School System that conducted the AVID College Readiness System in prior years but has indicated it is discontinuing or has discontinued AVID has: (a) ceased to offer the particular AVID Program at the school site(s), (b) ceased any further use of the AVID Materials and AVID Methodologies, and (c) ceased any further use or display of the AVID Trademarks.

Article VII. Compensation

7.1 Agreement and Purchase Order:

School System must include, along with this signed Agreement, a fully and completely executed Purchase Order for the entire Agreement as detailed on Attachment A and any other applicable and incorporated attachments. AVID Center will not fulfill any services or materials, including the shipment of any libraries without a fully executed Purchase Order and this signed Agreement. The terms and conditions of this Agreement shall control for all Purchase Orders issued pursuant to this Agreement; no terms and conditions on Purchase Orders will apply to this Agreement.

7.2 Fulfillment, Invoicing, Payment Terms:

AVID Center will invoice School System for the entire Agreement upon receiving this executed Agreement and the executed Purchase Order as detailed in Attachment A and any other applicable and incorporated attachments. School System hereby agrees to pay AVID Center for any and all fees detailed in Attachment A and any other applicable and incorporated attachments. The School System agrees to pay the total invoice amount which is due net 30 days from the date of the invoice. If School System requires any special invoicing other than as indicated above, School System MUST request so in writing at the time of execution of this Agreement.

7.3 Fulfillment, Invoicing, Payment Terms; If No Purchase Order Is Required by School System:

If the policy of the School System states that no Purchase Order is required for purchases or that this executed Agreement suffices as the School System's authorization for purchase, the School System must initial below representing and warranting to AVID Center that the School System is fully able to pay any and all fees as invoiced on Attachment A and any other applicable and incorporated attachments without an additional Purchase Order. AVID Center will invoice School System for the entire Agreement, as detailed on Attachment A and any other applicable and incorporated attachments, upon receiving this executed Agreement. The School System agrees to pay the total invoice amount which is due net 30 days from the date of the invoice. If School System requires any special invoicing other than as indicated above, School System MUST request so in writing at the time of execution of this Agreement.

_____ INITIALS

Article VIII. Status of Parties

8.1 Independent Contractors:

AVID Center and School System are independent contractors and their relationship is that of a licensor and licensee. This Agreement is not intended to create a relationship of employment, agency, partnership, joint venture, or similar arrangement between the parties. Neither party shall have any power or authority to bind or commit the other party in any respect, contractually or otherwise. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party.

Article IX. Authority

9.1 AVID Center Warranty:

AVID Center warrants that the person signing this Agreement is authorized to enter into this Agreement on behalf of the non-profit AVID Center and to bind AVID Center to perform all of its obligations under this Agreement. AVID Center warrants that it is a 501 (c)(3) non-profit educational corporation and the developer and sole source distributor of the AVID College Readiness System.

9.2 School System Warranty:

School System warrants that it has obtained all necessary approvals and taken all necessary steps to enter into this Agreement. The person signing on behalf of School System warrants that he or she has the authority to enter into this Agreement on behalf of School System and to bind School System to perform all of its obligations under this Agreement.

Article X. Termination

10.1 Termination for Cause:

Subject to the last sentence of this Paragraph 10.1, either party has the right to terminate this Agreement at any time if the other party is in material breach of any warranty, term, condition or covenant of this Agreement (including, but not limited to, School System being materially out of compliance with the intellectual property licenses and related provisions of this Agreement, or with the AVID Quality Standards) and (i) fails to cure that breach within thirty (30) days (or ten (10) days in the case of a breach involving the nonpayment of fees) of receiving notice from the non-breaching party which specifies such material breach and demands cure thereof, or (ii) fails to provide the non-breaching party assurance that the breach will be cured within a longer period of time which is acceptable to the non-breaching party. In the case of a breach by School System that is not cured as described above, AVID Center shall have the right to terminate School System's right to conduct all programs or part of an AVID program at one or more specific AVID Member School Sites, by giving written notice to School System of the sites so terminated, without terminating this Agreement with respect to the other programs at the particular AVID Member School Site and/or other AVID Member School Site(s) subject to this Agreement. Any termination under this Paragraph 10.1 will become effective automatically upon expiration of the cure period in the absence of a cure or mutually agreed-upon resolution. Notwithstanding the foregoing, any breach by School System of any of the provisions of Article IV shall be deemed non-curable and AVID Center shall have the right to immediately terminate this Agreement upon the breach by School System of its obligations under Article IV.

10.2 Other Terminations:

Notwithstanding Paragraph 10.1 above, either party may terminate this Agreement: (a) immediately upon the bankruptcy, dissolution, or insolvency of the other party, or (b) upon thirty (30) days' prior written notice to the other party.

10.3 Cessation of Use:

Upon termination or expiration of this Agreement: (a) the licenses in Article IV shall automatically terminate and revert to AVID Center, (b) School System shall thereafter immediately discontinue AVID in all of its school sites, and cease using the AVID Materials, AVID Methodologies or the AVID Trademarks in any way, and (c) School System shall pay any unpaid balances to AVID Center and remain liable for its obligations or other actions that accrued or occurred prior to the termination date.

10.4 Cumulative Remedies:

All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise. In addition, Sections 4.3, 4.4, 4.5, 4.6, 7.1, 7.2, 7.3 and all of the provisions of Articles X and XI shall survive the termination or expiration of this Agreement.

Article XI. General Provisions

11.1 Governing Law and Venue:

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, then (i) if School System is the party initiating that action (e.g., as plaintiff), this Agreement shall be interpreted under California law, the action shall be submitted to the exclusive jurisdiction of the applicable court in San Diego, California, and venue for the action shall be San Diego, California; and (ii) if AVID is the party initiating the action (e.g., as plaintiff), this Agreement shall be interpreted under the law of the State in which School System is located, the action shall be submitted to the exclusive jurisdiction of the applicable court in the city and State where School System is located (set forth in § 3 of Attachment A), and venue for the action shall be that city and State.

11.2 Entire Agreement:

All Attachments to this Agreement are fully incorporated herein. This Agreement, including Attachments, constitutes the entire agreement between the parties regarding this subject matter hereof and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a written document signed by both parties.

11.3 Limitation of Liability:

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, THE BREACH THEREOF, THE USE OR THE INABILITY TO USE THE AVID COLLEGE READINESS SYSTEM, THE RESULTS GENERATED FROM THE USE OF THE AVID COLLEGE READINESS SYSTEM, LOSS OF GOODWILL OR PROFITS AND/OR FROM ANY OTHER CAUSE WHATSOEVER.

11.4 Severability:

If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

11.5 Attorney's Fees:

In the event a dispute arises regarding this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, in addition to other relief to which it is entitled.

11.6 Assignment:

School System acknowledges that the favorable terms of this Agreement were granted solely to School System, and that the substitution of any party by School System would destroy the intent of the parties. Accordingly, School System shall have no right to assign, delegate, transfer or otherwise encumber this Agreement or any portion thereof without AVID Center's prior written consent, which can be withheld in its sole discretion.

11.7 Notice:

All notices, requests or other communications under this Agreement shall be in writing, and shall be sent to the designated representatives of the parties at the addresses set forth below their signatures on this Agreement or in Attachment A, and shall be deemed to have been duly given on the date of service if sent by facsimile or electronic mail, or on the day following service if sent by overnight air courier service with next day delivery and with written confirmation of delivery, or five (5) days after mailing if sent by first class, registered or certified mail, return receipt requested. Each party is required to notify the other party in the above manner of any change of address.

11.8 Counterparts:

This Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument.

11.9 Waiver:

The failure of a party to enforce any of its rights hereunder or at law or in equity shall not be deemed a waiver or a continuing waiver of any of its rights or remedies against the other party, unless such waiver is in writing and signed by the party to be charged.

11.10 Facsimile and Electronic Signatures:

The parties hereto (i) each agree to permit the use, from time to time and where appropriate under the circumstances, of signatures sent via facsimile or electronically in a .pdf file or other digital format in order to expedite the transaction(s) contemplated by this Agreement; (ii) each intend to be bound by its respective signature sent by that party via facsimile or electronically in a .pdf file or other digital format; (iii) are each aware that the other, and the other's agents and employees, will rely on signature pages sent via facsimile or electronically in a .pdf file or other digital format; and (iv) each acknowledge such reliance and waive any defenses to the enforcement of this Agreement or of other documents effecting the transactions contemplated by this Agreement based on the signature page being a facsimile, .pdf copy or other digital format. The parties covenant to each other that each time they send a signature page via facsimile or electronically in a .pdf file or other digital format; they will in a timely manner send the other party the countersigned signature page(s).

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their respective signatures, but such dates shall not alter the Term of this Agreement as specified in Attachment A

AVID Center,
a California Non-Profit Corporation 501(c)(3)

Capistrano Unified School District
CA

Signature: AVID Center Authorized



Signature: Superintendent or Designee

Terry Fluent

Printed or Typed Name

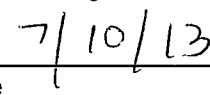
Printed or Typed Name

Director, Purchasing

Title

Title of Designee

Date



Date

AVID Center
9246 Lightwave Avenue, Suite 200
San Diego, CA 92123
Employer ID # 33-0522594

AVID Implementation Pricing Schedule:

1. School System:

Legal Name of Entity: Capistrano Unified School District
Federal Employer ID #: 95-2321055
District NCES #: 607440

2. Term of Agreement:

July 1, 2013 to June 30, 2014

3. Agreement Processing and Billing Procedures:

Contact for Contracts: Kim Bailey
Title: Director, Instructional Support/Professional Learning
District Name: Capistrano Unified School District
Business Address: 33122 Valle Road
City, State, Zip Code, Country: San Juan Capistrano, CA, 92575, USA
Telephone: 949-234-9408
E-Mail: kbailey@capousd.org

Billing Contact: Philippa Geiger
Title: Executive Director, Fiscal Services
District Name: Capistrano Unified School District
Business Address: 33122 Valle Road
City, State, Zip Code, Country: San Juan Capistrano, CA, 92675, USA
Telephone: 949-234-9316
E-Mail: pkgeiger@capousd.org

4. District Director:

AVID District Director (DD):	Kim Bailey
Title:	Director, Instructional Support/Professional Learning
District Name:	Capistrano Unified School District
Business Address:	33122 Valle Road
City, State, Zip Code, Country:	San Juan Capistrano, CA, 92575, USA
Telephone:	949-234-9408
E-mail:	kbailey@capousd.org

5. **Member Schools:**

School System will offer the AVID program in twelve (12) total school(s) during the 2013 - 2014 school year.

School Name	Grades AVID Program Implemented	Program Name	Site Status
Aliso Niguel High School	9, 10, 11, 12	Secondary	Existing
Aliso Viejo Middle School	6, 7, 8	Secondary	Existing
Bernice Ayer Middle School	6, 7, 8	Secondary	Existing
Capistrano Valley High School	9, 10, 11, 12	Secondary	Existing
Dana Hills High School	9, 10, 11, 12	Secondary	Existing
Don Juan Avila Middle School	6, 7, 8	Secondary	Existing
Ladera Ranch Middle School	6, 7, 8	Secondary	Existing
Marco Forster Middle School	6, 7, 8	Secondary	Existing
Newhart Middle School	6, 7, 8	Secondary	Existing
Niguel Hills Middle School	6, 7, 8	Secondary	Existing
San Clemente High School	9, 10, 11, 12	Secondary	Existing
San Juan Hills High School	9, 10, 11, 12	Secondary	Existing

Subtotal Schools	
Secondary	12
Total Schools:	12

3. Fee Schedule:

# of Schools	AVID Secondary Membership/License Fee per School Site
1 to 9	\$3,385.00
10 to 19	\$3,095.00
20 to 29	\$2,820.00
30 to 39	\$2,155.00
40 to 59	\$2,010.00
60 to 79	\$2,010.00
80 to 99	\$1,850.00
100 to 119	\$1,850.00

Twelve (12) Secondary school(s) X \$3,095.00 =	\$37,140.00
Total Membership Price =	\$37,140.00

7. District Director Professional Learning Services:

District Director(s)	ADL Training Status
Kim Bailey :	New, Year 1, will attend Sessions 1 & 2
Kim Bailey: Year 1 (Special Pricing)	\$4,000.00
Total District Director Professional Learning Services Price =	\$4,000.00

TOTAL 2013-2014 IMPLEMENTATION PRICE

Contract signed and returned on or before June 30, 2013	\$41,140.00
	Plus applicable taxes



VENDOR STATEMENT OF COMPLIANCE

The Technology & Information Services (TIS) of the Capistrano Unified School District takes seriously all issues regarding network security, software licensing and privacy. We have created this Vendor Compliance Statement that lists specific procedures all vendors must abide by.

A representative from each vendor organization will be required to sign this document, which will be kept on file with the District Network Administrator. Vendors will also be required to sign this document or its successor as terms of the associated contract. The signing representative for the vendor organization will be responsible for disseminating this information to personnel engaged by the Technology & Information Services Division. Any infraction of these policies will result in action against the vendor that may include the immediate expulsion of any or all of the vendor's personnel. Individual ignorance of these policies will not be weighed in the consideration of infractions.

The following procedures are to be adhered to by all vendor representatives at all times:

1. **PASSWORD SECURITY.** All passwords are considered secure. Vendors may not disseminate any passwords unless specifically directed by Capistrano management. Vendors will not provide information concerning Admin accounts (ROOT Admin, container Admin, local NT administrator or Domain administrator) or their equivalent to any persons. District personnel ONLY will disseminate this information. Vendors will never create "back door" or "generic" user accounts on any systems unless specifically directed to do so by Capistrano management.
2. **SYSTEM SECURITY.** Unauthorized access to or modification of District systems including file servers, routers, switches, NDS and Internet services is prohibited. Any attempt to bypass or subvert any District security system, both hardware and software is prohibited.
3. **SOFTWARE LICENSING.** Software will be installed on District workstations only upon successful demonstration that a valid license exists for that workstation. Vendors shall install software products only on specified equipment and only when directed to do so by the Technology & Information Services Division. Vendors shall not copy District software for any personnel or non-District related uses.
4. **PRIVACY.** The vendor will adhere to all provisions of the Federal Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. 123g), California Education Code and District policies regarding the protection and confidentiality of data. At all times, the vendor will consider all data collected in the course of their duties to be protected and confidential. Release of this data can only be authorized by Technology & Information Services management.

5. **NONDISCLOSURE.** The parties acknowledge that they have been entrusted with Confidential Information and agree to use reasonable care to protect the confidentiality thereof; using at least the same degree of care that each of them would use to protect their own similar information. Each party shall not (a) use such Confidential Information for any purpose except as authorized under this Agreement, (b) disclose any such Confidential Information to any person (except its employees and agents bound by obligations of confidentiality on a need-to-know basis) unless such disclosure is authorized by the other party in writing, or (c) disclose any such Confidential Information required by court or judicial order without first informing the other party and cooperating with the other party if such party contests the disclosure thereof. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement and to notify the other party promptly and in writing upon its discovery of any unauthorized access or disclosure of any Confidential Information.
- a) **Enforcement.** Each party understands and agrees that, notwithstanding any other provision of this Agreement, breach of Section 5 (Nondisclosure) may cause the other party irreparable damage for which recovery of money damages would be inadequate, and that each party shall therefore be entitled to obtain timely injunctive relief to protect such party's rights under this Agreement in addition to any and all remedies available at law.
6. Vendors may not attach non-CUSD district computers, laptops, or peripherals to the CUSD network without the expressed and written consent of CUSD management. The vendor will, at the time of the request, certify that any such equipment has been scanned and is free of viruses, spyware, Trojans and worms, that the system is fully patched to current manufacturer patch level and that there is a current, active and up to date anti-virus measure installed. A CUSD Guest wireless network is available at specific locations.
7. Vendors shall not copy, duplicate, sell, repackage or use for demonstration purposes any Capistrano Unified School District data without the prior, written consent of CUSD management.
8. **TERMINATION.** If in the case the contract and services are terminated, the vendor will certify in writing that all confidential data and accounts will be properly deleted from vendor records.

Please complete this form and return to your District contact person who will forward the form to the Administrator, Technology & Information Systems.

As an authorized representative of my organization, I accept the conditions listed in this document.

_____	_____	_____
Name	Company	Date

Signature

Master Services and License Agreement
Between
Capistrano Unified School District / Capistrano Virtual School
and
Accelerate Education

Capistrano Unified School District / Capistrano Virtual School ("**Customer**") and Accelerate Education Incorporated, a Nevada corporation ("**Accelerate**") enter into this Master Services and License Agreement (the "**Agreement**") as of the 15th day of August, 2013.

1) Products and Services

Subject to the terms and conditions set forth in this Agreement, Accelerate agrees to provide the products and perform the services described in the attached Exhibits. Accelerate reserves the right, from time to time, to add, change or discontinue any of its products or services.

2) Title to Licensed Materials

Customer acknowledges and agrees that Accelerate shall retain all right, title and interest in and to the all products licensed to Customer hereunder, including without limitation all content, curriculum, delivery systems, documentation, including releases and code bases, which Accelerate may from time to time provide to Customer hereunder (the "**Licensed Materials**") and which Customer and Accelerate agree shall be added to Exhibit A. Nothing herein transfers or conveys to Customer any ownership right, title or interest in or to the Licensed Materials or to any copy thereof or any Accelerate Intellectual Property therein.

"Accelerate Intellectual Property" includes everything which Accelerate makes, conceives, develops, discovers, reduces to practice or fixes in a tangible medium of expression, alone or with others, pursuant to the terms of this Agreement, including without limitation any courses created by Accelerate, and all intellectual property that Accelerate has or will develop, including developments, concepts, ideas, procedures, and original works of authorship, including but not limited to interim work product, outlines, modifications and derivative works, and all similar matters, whether or not copyrightable, and also includes all records and expressions of those matters.

3) Grant of License

License Terms. Accelerate hereby grants Customer a non-transferable, non-exclusive, royalty-free license to access and use the Licensed Materials listed in Exhibit A during the term of this Agreement. All such access and use of the Licensed Materials shall be subject to the terms and conditions hereof.

Customer shall use its best efforts to prevent any improper use of the Licensed Materials or any violation of Accelerate's rights in the Accelerate Intellectual Property, and shall, under no circumstances, sell, lease, assign, sublicense or otherwise transfer the Licensed Materials except as provided herein. Customer shall not remove any proprietary, copyright, patent, trademark, design right, trade secret, or any other proprietary rights legends from the Licensed Materials. Customer agrees not to disassemble, decompile, translate into human readable form or into another computer language, reconstruct or decrypt, or reverse engineer, all or any part of the Licensed Materials. Further, Customer shall not write or develop any derivative works or computer programs based upon any part of the Licensed Materials.

4) Term and Termination

Initial Term. The initial term of this Agreement ("Initial Term") shall commence on the date of the Agreement and shall continue for a three (3) year period. At the end of the Initial Term, this Agreement will automatically renew for succeeding 12 month periods (each, a "Renewal Term") unless either party notifies the other at least thirty (30) days prior to the end of such relevant Initial Term or Renewal Term that it does not intend to renew.

Termination. Either party may terminate this Agreement on written notice if the other party materially breaches any term or condition of this Agreement and fails to cure such breach within ten (10) days in after the date of written notice to cure.

5) Fees, Invoices; Late Fees; Interest

Current pricing for the Licensed Materials is set forth in the Exhibit B attached hereto.

Accelerate shall invoice Customer for Licensed Materials in Exhibit A. Customer shall pay all invoices within thirty (30) days of the date of the invoice. In the event that any invoice for fees is not paid in full within 30 days of the invoice date, Customer shall pay an additional late payment fee equal to 2.0% of the unpaid amount, plus simple interest on the balance owing at the rate of 18% per annum beginning 60 days after the date of the invoice as well as any costs incurred by Accelerate in collecting the unpaid amount.

6) Accelerate Representations and Warranties

Delivery. Accelerate represents and warrants that (a) it has full power and authority to enter into, and to perform its obligations under, this Agreement; (b) it has all registrations, licenses and approvals necessary to conduct its business and to enter into and perform its obligations under this Agreement.

Functionality. Accelerate represents and warrants that it will use its best efforts to make the Licensed Materials function in a manner satisfactory to Customer and as outlined in this Agreement, and according to published documentation; however, the parties acknowledge that the technology employed has limitations beyond the control of Accelerate.

Intellectual Property. Accelerate represents and warrants that neither Accelerate, in connection with performing the Services, nor the Licensed Materials will knowingly infringe any patent, copyright, trademark or trade secret or other proprietary right of any person.

7) Customer Warranties and Representations

Customer represents and warrants that (a) it has full power and authority to enter into, and to perform its obligations under, this Agreement; (b) it has all registrations, licenses and approvals necessary to conduct its business and to enter into and perform its obligations under this Agreement. Customer will not knowingly infringe any patent, copyright, trademark or trade secret or other proprietary right of any person. Customer further represents and warrants that it shall have in force valid agreements with any of its employees, subcontractors or other third parties who may have access to the Licensed Materials sufficient to ensure such parties' compliance with the terms of this Agreement regarding the use and protection of the Licensed Materials and Accelerate Intellectual Property.

8) Limited Liability

ASIDE FROM THE WARRANTIES PROVIDED HEREIN, THE LICENSED MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, QUALITY, PERFORMANCE OR FITNESS FOR A PARTICULAR PURPOSE. ACCELERATE'S MAXIMUM LIABILITY UNDER THIS AGREEMENT SHALL BE FOR DIRECT DAMAGES AND SHALL BE LIMITED TO THE REFUND OF ALL FEES PAID BY CUSTOMER UNDER THIS AGREEMENT. ACCELERATE WILL NOT BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OF PROFITS, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

9) FERPA

Accelerate warrants to Customer that it will not make available or distribute any student information in violation of the Family Educational Rights and Privacy Act ("The Buckley Amendment" or "FERPA").

10) Confidentiality

Each party agrees that during the existence of this Agreement and for two (2) years thereafter it will hold in strictest confidence, and will not use or disclose to any third party, any Confidential Information of the other party. The term "Confidential Information" shall mean all non-public information, whether business or technical in nature that the other party designates as being confidential, or which under the circumstances of disclosure ought to be treated as confidential. If any party has any questions as to what comprises Confidential Information of the other party, it agrees to consult with such other party prior to any disclosure. Confidential Information shall not include information that was known to the receiving party prior to disclosure, information that is independently developed by the receiving party who had no access to the other party's Confidential Information, or information that becomes publicly available through no fault of the receiving party. The restrictions on disclosure imposed by this Section shall not apply to information that is required by law or order of a court, administrative agency or other governmental body to be disclosed by the receiving party.

11) Notice

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon receipt.

Notice to Customer: Unless hereinafter changed by written notice, any notice to Accelerate or Customer, other than invoices and notice with respect to invoices, shall be delivered or mailed to:

Capistrano Unified School District / Capistrano Virtual School	Accelerate Education
32972 Calle Perfecto	PO Box 99790
San Juan Capistrano, CA 92675	Seattle, WA 98139
Tel: 949-234-9375	Tel: 866-705-5575
Fax: 949-443-4269	Fax: 866-716-0880

12) Force Majeure

Neither party shall be considered to be in default as a result of its delay or failure to perform its obligations herein when such delay or failure arises out of causes beyond the reasonable control of the party.

13) Indemnification

Each party shall indemnify, defend, and hold the other harmless from and against any and all third party claims, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of or relating to any breach or alleged breach of this Agreement by the indemnifying party. This is upon the condition that the party seeking indemnification shall give the other party prompt written notice of such suit and full right and opportunity to conduct the defense thereof, together with full information and all reasonable cooperation. No costs or expenses shall be incurred for the account of the other party without its written consent.

14) Dispute Resolution & Mediation

Except for any claims seeking injunctive relief, in the event of any dispute, claim or controversy arising out of or relating to this Agreement or the breach thereof (a "Dispute"), the parties shall first attempt to resolve the Dispute, without formal proceedings, through a telephone conference between Accelerate's CEO or other designated representative and Customer's CEO or other designated representative. If the parties

are unable to resolve the Dispute within ten (10) business days of receipt of a written notice from the other that details the Dispute, then upon notice by either party to the other, the Dispute shall be finally determined and settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Unless otherwise agreed by the parties, the arbitration panel shall consist of one arbitrator chosen in accordance with the AAA. Any such arbitrator shall be knowledgeable in the subject area in which the Dispute arises. Each party shall be entitled to representation by counsel, to appear and present written and oral evidence and argument and to cross-examine witnesses presented by the other party. The arbitration award shall be in writing and the arbitrator shall provide written reasons for the award. The award of the arbitrator shall be final and binding on the parties hereto and may be enforced in any court of competent jurisdiction. The prevailing party in any action or proceeding to enforce its rights hereunder shall be entitled to recover reasonable attorneys' fees and other reasonable costs, including fees of the arbitrator and the AAA, incurred in the action or proceedings. This Agreement shall be governed by the laws of the State of Washington. The parties agree that all facts and other information relating to any arbitration arising under this Agreement shall be kept confidential to the fullest extent permitted by law.

15) Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and affiliates.

16) Entire Agreement; Assignment

This Agreement (including the Exhibits) sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter. Neither party may assign this Agreement, in whole or in part, without the other party's written consent; provided, however, that either party may assign this Agreement without such consent in connection with any merger, consolidation, any sale of all or substantially all of such party's assets.

17) Severability

If any provision of this Agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired; provided, however, that the parties will attempt to agree upon a valid and enforceable provision which shall be a reasonable substitute for each invalid provision or unenforceable provision in light of the tenor of this Agreement and, upon so agreeing, shall incorporate such substitute provision into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day first above written

Accelerate Education

Capistrano Unified School District / Capistrano Virtual School

By _____
Michael Axtman, President/CEO

By _____
Printed Name: _____
Title _____

**Exhibit A
Licensed Materials**

Elementary School: Online Courses

5TH GRADE

Math

Language Arts

Science

Social Studies

Exhibit B
Pricing and Payment Schedule

10 FT annual user seats for 5th Grade. Includes access to just the 4 core areas above for Content and hosting. It also includes IDEAL Library, MAP and our reading program. \$760.00 per seat

Mentor/ Custom Teacher Training \$500.00

Total Fees: \$8,100

**Exhibit C to
Master Services and License Agreement between
Customer and Accelerate Education**

This Exhibit is part of the Agreement between Customer and Accelerate with respect to additional responsibilities as provided herein. Except as otherwise defined in this Exhibit, all capitalized terms shall have the meanings given to them in the Agreement.

Customer shall ensure that all authorized users of the fitness courses licensed to Customer by Accelerate ("Fitness Courses") agree in writing to be bound by and to comply with the consent and release terms of use ("Terms of Use") set forth below, and the code of conduct ("Code of Conduct") set forth below, if any. If an authorized user is a minor, Customer shall require that the Terms of Use and Code of Conduct (if any) be executed by the parent or other legal guardian of each such minor, granting the parent's permission for such minor to access and use the Fitness Courses, acknowledging the risks of participation in the Fitness Courses and releasing Accelerate and its licensors from all liability related to such participation. Customer shall provide Accelerate with a copy of each and all of the signed consents. The Terms of Use shall be worded in substantially the same manner as provided below.

Terms of Use

The following waiver must be signed by any authorized user over the age of 18 or by the parents of any authorized users who are under the age of 18.

1. I understand that my participation, or the participation of my child (if applicable), in Fitness Courses involves risks of serious injury or death, and for myself, and for my heirs, legal representatives, and successors in interest, I fully assume all of the risks of such participation, including, but not limited to the following: dangers arising from equipment failure and inadequate safety equipment, health risks of extreme or rigorous physical activity, pre-existing medical conditions, and risks arising from the negligence of Accelerate Education Inc., its licensors and their respective principals, instructors, employees, and heirs (the "Releasees"). Further, for myself, and for my heirs, legal representatives, and successors in interest, I hereby release the Releasees, and agree to defend, indemnify and hold the Releasees harmless from and against any and all claims, losses, damages, costs, liabilities and expenses of whatever kind or character, on account of any actual or alleged loss, injury or damage (including, but not limited to, any loss, injury or damage arising from the Releasee's own negligence) to any person or to any property arising out of or in connection with my participation in the Fitness Courses.

2. Accelerate Education Inc. grants you, the participant in the Fitness Courses, the right to use the Fitness Courses solely as necessary for the purpose of participating in such Fitness Courses through your educational institution. Your participation in such Fitness Courses is made possible only by license agreement between Accelerate Education Inc. and your educational institution. You are not acquiring any right, title or interest of any nature whatsoever in the Fitness Courses, or any part thereof, or any logo or trade name by your participation in such Fitness Courses. Further, you hereby agree that you will not use or copy any part of the Fitness Courses for any reason whatsoever, except as necessary to participate in such Fitness Courses through your educational institution. All Fitness Courses are protected by copyright and other laws.

Signed: _____

Print Name: _____

Date: _____

IN WITNESS WHEREOF, the parties have executed this Exhibit to be effective as of the effective date of the Agreement

Accelerate Education

Customer

By: _____

By: _____

Title: _____

Title: _____

PROFESSIONAL SERVICES CONTRACT FOR CURRICULUM AND SERVICES

This PROFESSIONAL SERVICES CONTRACT FOR CURRICULUM AND SERVICES (this "Agreement") is effective as of 1st day of July, 2013 (the "Effective Date") by and between the Capistrano Unified School District a public school organized and existing under the laws of the State of California, with offices at 32972 Calle Perfecto, San Juan Capistrano, CA 92675 (the "School") and the National Network of Digital Schools Management Foundation, a Pennsylvania nonprofit corporation with offices at 294 Massachusetts Avenue, Rochester, Pennsylvania 15074 ("Contractor").

RECITALS

1. CONTRACTOR provides software, curriculum, consulting, and training services relating to cyber-education platform to public and charter schools.
2. The School is a public school located in the San Juan Capistrano, CA.
3. The School desires to provide effective educational programs, tools, and instruction to students who do not succeed or maximize their potential in a traditional classroom setting and school instructional day.
4. The School desires to acquire educational curricula for distance learning programs that are parallel in structure for synchronous (live, interactive) and/or asynchronous (student paced) platforms with on line interactive individual or group tutoring, and monitoring, support, training, delivery of services, data collection, and assessment of the School's cyber-educational program and related services (collectively "cyber-education program").
5. NNDS was established to provide the quality K-12 online curriculum and comprehensive management services to traditional brick-and-mortar schools, charter schools, and cyber schools, focused on expanding educational opportunities for students.
6. Contractor has offered to assist the School with implementing and coordinating, and to provide consulting services with respect to, the School's cyber-education program.
7. The School has conducted a review of available sources and evaluated numerous curricula and has determined in good faith that Contractor meets the School's program requirements for its virtual education academy.

In consideration of payment as specified in this Agreement, and of the mutual benefits recited above, which consideration is acknowledged by the parties to be sufficient, and intending to be legally and mutually bound, the parties agree as follows:

1. Term. The term of this Agreement will be from the Effective Date through June 30, 2014 and will term thereafter, unless sooner terminated pursuant its terms.

2. Services and Material. While this agreement is in effect, the Contractor will perform consulting and training services (“Services”) and provide curriculum (“Materials”), all as more fully described in the Scope of Work attached to and made a part of this Agreement as **Exhibit A.**

3. Relationship of the Parties. The Contractor will act solely as an independent contractor, and the parties intend that this Agreement not be construed to create any employment relationship, partnership, agency, or joint venture between them. The manner and method of implementing and completing any Services will be left to the Contractor's control and professional judgment. Except with respect to meeting its obligations under this Agreement, and except with respect to the rights conferred on Contractor by this Agreement, the School has no obligation under local, state, or federal laws regarding the Contractor or any employees, agents or subcontractors employed by the Contractor.

4. Fees and Payment.

(a) Payment Terms. The School shall pay Contractor in accordance with the provisions of the Fees and Payment Schedule attached to and made a part of this Agreement as **Exhibit B.** Payment on the Contractor’s invoices shall be made within fifteen (15) days of the date of the invoice and interest will accrue at a rate of 1% per month or for any part of a month, compounded annually, on any amount not timely paid. The School shall reimburse Contractor for any costs incurred by Contractor, including but not limited to reasonable attorneys’ fees, in collecting payment of any amount due under this Agreement.

5. Confidential Information.

(a) Confidential Information. Confidential Information includes all information with respect to a party’s business, operations, finances, technology, personnel, suppliers, customers, or business partners that from all the relevant circumstances should reasonably be understood to be confidential and proprietary, or which is marked as confidential, restricted, or proprietary. Without limiting the generality of the foregoing, Contractor Confidential Information includes nonpublic information about its software and curriculum, including any source code or object code.

(b) Exceptions. Confidential Information does not include information that is: (i) known to the receiving party prior to its receipt from the other party; (ii) independently developed by the receiving party without use of the other party’s protected information or data; (iii) in the public domain at the time of disclosure; or (iv) received from a third party with a legal or contractual right to disclose such information or data free of confidentiality obligations to the other party.

(c) Use. The receiving party shall not use Confidential Information of the disclosing party for any purpose other than to perform or receive performance under this Agreement. The receiving party may disclose Confidential Information of the disclosing party only to those persons who have a need to know such Confidential Information, and shall make commercially reasonable efforts to have such persons respect the confidentiality of the Confidential Information. The receiving party shall maintain Confidential Information of the disclosing Party with at least the same degree of care it uses to protect its own proprietary information of a similar nature or sensitivity, but no less than reasonable care under the circumstances. The receiving party shall advise the other party in writing of any misappropriation or misuse of Confidential Information of the disclosing party of which the receiving party becomes aware.

(d) Legal Obligations. The confidentiality provisions of this Agreement will not prevent the receiving party from disclosing Confidential Information of the disclosing party to the extent required by a judicial order or other legal obligation, provided that the receiving party promptly notifies the disclosing party before complying with the order or demand, and cooperates with the disclosing party to contest or minimize the scope of the disclosure (including application for a protective order).

(e) Return of Confidential Information. Upon the expiration or earlier termination of this Agreement, each party (as receiving party) shall immediately return to the disclosing party all Confidential Information of the disclosing Party embodied in tangible form, or certify in writing to the disclosing party that all such Confidential Information has been destroyed, except that a party may retain Confidential Information to the extent that its retention is required by law, is needed to document performance under this Agreement, or its return is not reasonably practicable.

(f) Enforcement. Each party agrees that its violation of its obligations with respect to the other party's Confidential Information would cause the other party irreparable harm for which money damages would not be a sufficient remedy and for which injunctive relief would be appropriate. To the fullest extent allowed by law, neither party shall require the other to post more than \$100 as security in connection with any such injunctive relief.

6. Intellectual Property. All right, title, and interest in and to all copyrights, trademarks, service marks, patents, and other intellectual property of every kind and description consisting of or with respect to all drawings, designs, specifications, notebooks, tracings, photographs, negatives, reports, findings, recommendations, curriculum, data and memoranda and all software, object or source codes and related documentation of every kind and description, or any other intellectual property developed for the School by Contractor, its employees, contractors, and agents ("Work Product"), and all right, title, and interest in and to any copyrights, patents, trademarks, service marks, and other intellectual property of every kind and description consisting of or with respect to any Materials, including any subsequent modifications to any Work Product or Materials by the School, its employees, contractors, or agents, belong to and will continue to belong to Contractor. The School agrees that it will not copy, decompile, reverse engineer, or otherwise try to duplicate, create or recreate any Work Product or Materials and will return all Work Product and Materials upon any termination of this Agreement. The School shall retain ownership of all information, design, materials, and data (the "School Information") provided to the Contractor unless otherwise provided and the Contractor agrees to return to the School any such School Information upon any termination of this Agreement.

7. Survival. Notwithstanding the expiration or termination of this Agreement for any reason whatsoever, the respective rights and obligations set forth in Paragraphs 4, 5, and 6 above, will continue in full force and effect until they have been completely exercised or discharged.

8. Indemnity.

(a) Contractor Indemnity. Contractor shall indemnify the School, its directors, officers, agents, and employees (each a "School Indemnitee") from any and all liability, loss or damage including costs and reasonable attorney's fees, any School Indemnitee may suffer or be subject to as a result of claims, demands, costs or judgments ("Claims") of parties other than Contractor against a School Indemnitee arising from Contractor's negligence or willful misconduct, except to the extent any Claims arise from the applicable School Indemnitee's negligence or willful misconduct.

(b) School Indemnity. The School shall indemnify Contractor, its directors, officers, agents, and employees (each a "Contractor Indemnitee") from any and all liability, loss or damage including costs and reasonable attorney's fees, any Contractor Indemnitee may suffer or be subject to as a result of claims, demands, costs or judgments ("Claims") of parties other than the School against a Contractor Indemnitee arising from the School's negligence or willful misconduct, except to the extent any Claims arise from the applicable Contractor Indemnitee's negligence or willful misconduct.

(c) Misuse. To the extent that any Materials, Services, or Work Product provided by Contractor are used by the School for any purposes other than those consistent with the purposes of this Agreement, the School releases and agrees to defend, indemnify and hold Contractor harmless, irrespective of fault, negligence, or strict liability, from and against any and all claims or liability that may arise in connection with or as a result of such use.

9. Taxes. The School shall be responsible for payment of all taxes relating or incident to any Services or Materials, except that the Contractor shall be responsible for all taxes on its income relating to any payments made to it pursuant to this Agreement and for all withholding and payment of income taxes, Social Security taxes, unemployment and other payments or withholdings relating to its employees.

10. Termination. Either party may terminate this Agreement: (a) at any time for convenience by giving notice to the other prior to 90 days before the end of the term or any subsequent term; or (b) upon the expiration of any cure period for any breach or default if the breach or default was not fully remedied during the applicable cure period.

11. Breach and Default.

(a) Default. If the School defaults on its obligation to make timely payment pursuant to this Agreement, then Contractor may, after providing ten days' notice to the School, immediately terminate this Agreement if, during the ten day notice period, the School fails to pay any amount due including accrued interest and Contractor's costs of collection.

(b) Breach. Either party may terminate this Agreement after providing 30 days' notice to the other of any material breach of this Agreement by the other if the breaching party has not substantially cured the breach during the 30-day notice period.

(c) Remedies. Termination by either party pursuant to this paragraph 11 will not limit any other rights or remedies the terminating party may have at law, in equity, or pursuant to this Agreement.

12. Assignment. Neither party may assign its rights or obligations under this Agreement except that Contractor may assign its right to receive payment from the School.

13. No agency. Neither party has any authority whatsoever, express or implied, by virtue of this Agreement to legally bind or otherwise commit the other in any way to any third party.

14. Warranties.

(a) Contractor Warranties. Contractor warrants that: (i) it has the authority to enter into this Agreement and that all requisite actions have been taken in accordance with its governance requirements to authorize the Contractor representative who executes this Agreement to execute it and by so doing to legally bind Contractor; (ii) this Agreement does not conflict in any material way with any other Contractor obligation to any third party, including any creditors of Contractor; (iii) the Services will be performed in a good and workmanlike manner consistent with the performance of similar services by similar organizations; and (iv) the Materials will substantially conform to any documentation provided by Contractor to the School and, in the case of software, will be free from viruses when delivered to the School.

(b) School Warranties. The School warrants that: (i) it has the authority to enter into this Agreement and that all requisite actions have been taken in accordance with its governance requirements to authorize the School representative who executes this Agreement to execute it and by so doing to legally bind School; (ii) this Agreement does not conflict in any material way with any other School obligation to any third party, including any creditors of the School.

15. Governing Law and Dispute Resolution.

(a) Applicable Law. This Agreement shall be governed by the laws of the State of Pennsylvania without, so far as may be allowed by law, giving effect to its or any other jurisdiction's choice of laws principles.

(b) Dispute Resolution. (i) The parties will seek in good faith to resolve any disputes between them regarding this Agreement. (ii) If the project managers are unable to resolve any dispute within ten days, then either party may request that a representative from the senior management of each party meet, within 30 days, in Pittsburgh, Pennsylvania, to negotiate a resolution to any dispute that the project managers were not able to resolve. (iii) If, after five days, the representatives from each party are not able to resolve the dispute, then either party may file a claim with the Beaver County Court of Common Pleas.

16. Entire Agreement. The entire agreement of the parties is set forth in this Agreement and the parties are not bound by any agreements, understandings or conditions otherwise than as expressly set forth in this Agreement.

17. Changes. No amendment or change to this Agreement will be effective unless it is in writing and signed by the parties.

18. Binding Effect. This Agreement is binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns.

19. Limitation of Liability. Under no circumstances shall Contractor's liability exceed amounts paid to it by the School during any 12-month term or successive term of this Agreement. Except with respect to breaches of their obligations under paragraphs 5 and 6, neither party shall be liable to the other for any indirect, incidental, consequential, punitive or special damages of any nature whatsoever, regardless of the fault or concurrent negligence of the parties.

20. Force Majeure. If the Contractor is delayed in performing Services or delivery Material by any events or circumstances beyond its reasonable control, then the schedule of performance shall be extended as necessary until those events or circumstances have ended.

21. Authority. Each individual executing this Agreement on behalf of said corporation, represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said corporation in accordance with a duly adopted resolution of the Board of Directors of said corporation, or in accordance with the By-Laws of said corporation, and that this Agreement is the legal, valid and binding obligation of said corporation enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

Capistrano Unified School District

National Network of Digital Schools
Management Foundation

By: _____
Authorized Signature
Terry Fluent
Director, Purchasing

By: _____
Authorized Signature
Bryan Bown
Chief Academic Officer

Exhibit A

to

**PROFESSIONAL SERVICES CONTRACT FOR
SOFTWARE, CURRICULUM, CONSULTING, AND TRAINING SERVICES**

Scope of Work

Capistrano Unified School District will purchase curriculum for grades Early Kindergarten, First Grade, Second Grade, Third Grade, and Fourth Grade for the 2013-2014 academic year. The District will use their own teachers but reasonable training and support will be provided by Contractor as necessary throughout the academic year. All materials will be shipped to the District and the District will provide the materials to its individual students.

Exhibit B

to

**PROFESSIONAL SERVICES CONTRACT FOR
SOFTWARE, CURRICULUM, CONSULTING, AND TRAINING SERVICES**

Compensation

Reference to the Attached Price List

<u>Item Number</u>	<u>Description</u>	<u>Price</u>
CU.LIL.000110.G.NN	Capistrano Unified Little Lincoln Early Kindergarten, Getting Started Kit	\$ 55.00
9781935193777	Little Lincoln Early Kindergarten Letter Cards	
9781935193784	Little Lincoln Early Kindergarten Number Cards	
9781935193791	Little Lincoln Early Kindergarten Color and Shape Cards	
9781935193807	Weather Socrates	
9781935193814	Little Lincoln Nursery Rhyme Collections	
CU.LIL.000110.1.NN	Capistrano Unified Little Lincoln Early Kindergarten, Quarter 1	\$ 85.00
CU.LIL.000110.O.NN	Capistrano Unified Little Lincoln Early Kindergarten, Online Component	
9781935193821	Early K Fall Activities Book Weeks 1-3	
9781935193838	Early K Fall Activities Book Weeks 4-6	
9781935193845	Early K Fall Activities Book Weeks 7-9	
9781935193852	Early K Fall Guide Book	
9781936318001	The First Step	
CU.LIL.000110.2.NN	Capistrano Unified Little Lincoln Early Kindergarten, Quarter 2	\$ 85.00
CU.LIL.000110.O.NN	Capistrano Unified Little Lincoln Early Kindergarten, Online Component	
9781935193869	Early K Winter Activities Book Weeks 10-12	
9781935193876	Early K Winter Activities Book Weeks 13-15	
9781935193883	Early K Winter Activities Book Weeks 16-18	
9781935193890	Early K Winter Guide Book	
9781935193906	Early K Winter Sight Word Cards	
9781936318018	Beaker's Winter Wonders	
CU.LIL.000110.3.NN	Capistrano Unified Little Lincoln Early Kindergarten, Quarter 3	\$ 85.00
CU.LIL.000110.O.NN	Capistrano Unified Little Lincoln Early Kindergarten, Online Component	
9781935193913	Early K Spring Activities Book Weeks 19-21	
9781935193920	Early K Spring Activities Book Weeks 22-24	
9781935193937	Early K Spring Activities Book Weeks 25-27	
9781935193944	Early K Spring Guide Book	
9781935193951	Early K Spring Sight Word Cards	
9781936318025	The Pride of Midlandia	
CU.LIL.000110.4.NN	Capistrano Unified Little Lincoln Early Kindergarten, Quarter 4	\$ 85.00
CU.LIL.000110.O.NN	Capistrano Unified Little Lincoln Early Kindergarten, Online Component	
9781935193968	Early K Summer Activities Book Weeks 28-30	
9781935193975	Early K Summer Activities Book Weeks 31-33	
9781935193982	Early K Summer Activities Book Weeks 34-36	
9781935193999	Early K Summer Guide Book	
9781936318292	Early K Summer Sight Word Cards	
9781936318308	Early K Summer Sight Word Books	
9781936318032	Seed Day	
		\$ 395.00

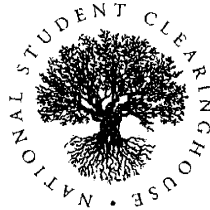
<u>Item Number</u>	<u>Description</u>	<u>Price</u>
CU.LIL.000211.G.NN	Capistrano Unified Little Lincoln Kindergarten, Getting Started Kit	\$ 40.00
9781936318889	Kindergarten Little Lincoln Literature Collections, Kindergarten	
9780981674520	Little Lincoln Flashcards, Uppercase Letters	
9780981674575	Little Lincoln Flashcards, Lowercase Letters	
9780981674568	Little Lincoln Flashcards, Numbers	
CU.LIL.000211.1.NN	Capistrano Unified Little Lincoln Kindergarten, Quarter 1	\$ 138.75
CU.LIL.000211.O.NN	Capistrano Unified Little Lincoln Kindergarten, Online Component	
9781936318728	Kindergarten Fall Activities Book Weeks 1-3	
9781936318735	Kindergarten Fall Activities Book Weeks 4-6	
9781936318742	Kindergarten Fall Activities Book Weeks 7-9	
9781936318841	Kindergarten Fall Guide Book	
9781935193005	Kindergarten Fall Sight Word Books	
9780981674537	Be a Buddy, Not a Bully	
9780981674551	Wilda's General Store Adventure	
9780981674513	Super Dewey	
9781935193241	Little Lincoln Letters CD	
CU.LIL.000211.2.NN	Capistrano Unified Little Lincoln Kindergarten, Quarter 2	\$ 138.75
CU.LIL.000211.O.NN	Capistrano Unified Little Lincoln Kindergarten, Online Component	
9781936318759	Kindergarten Winter Activities Book Weeks 10-12	
9781936318766	Kindergarten Winter Activities Book Weeks 13-15	
9781936318773	Kindergarten Winter Activities Book Weeks 16-18	
9781936318858	Kindergarten Winter Guide Book	
9781935193050	Kindergarten Winter Sight Word Books	
9781935193074	Seasons of the Great Tree	
9781935193081	The Perfect Dress	
9781935193098	Don't Fear the Doctor	
CU.LIL.000211.3.NN	Capistrano Unified Little Lincoln Kindergarten, Quarter 3	\$ 138.75
CU.LIL.000211.O.NN	Capistrano Unified Little Lincoln Kindergarten, Online Component	
9781936318780	Kindergarten Spring Activities Book Weeks 19-21	
9781936318797	Kindergarten Spring Activities Book Weeks 22-24	
9781936318803	Kindergarten Spring Activities Book Weeks 25-27	
9781936318865	Kindergarten Spring Guide Book	
9781935193128	Spring Sight Word Books	
9781935193159	Mind Your Manners	
9781935193166	A Healthy Pace	
CU.LIL.000211.4.NN	Capistrano Unified Little Lincoln Kindergarten, Quarter 4	\$ 138.75
CU.LIL.000211.O.NN	Capistrano Unified Little Lincoln Kindergarten, Online Component	
9781936318810	Kindergarten Summer Activities Book Weeks 28-30	
9781936318827	Kindergarten Summer Activities Book Weeks 31-33	
9781936318834	Kindergarten Summer Activities Book Weeks 34-36	
9781936318872	Kindergarten Summer Guide Book	
9781935193203	Summer Sight Word Books	
9781935193142	Last But Not Least	
9781935193227	Builda the Rebicycler	
		\$ 595.00

<u>Item Number</u>	<u>Description</u>	<u>Price</u>
CU.LIL.100110.1.NN	Capistrano Unified Little Lincoln First Grade, Quarter 1	\$ 148.75
CU.LIL.100110.O.NN	Capistrano Unified Little Lincoln First Grade, Online Component	
9781935193296	First Grade Fall Activities Book 1 Weeks 1-3	
9781935193302	First Grade Fall Activities Book 2 Weeks 4-6	
9781935193319	First Grade Fall Activities Book 3 Weeks 7-9	
9781935193289	First Grade Fall Guide Book	
9781935193326	First Grade Fall Sight Word Books	
9781935193456	Twin Trouble	
9781935193463	Buck's Bad Dreams	
9780981674520	Little Lincoln Flashcards, Uppercase Letters	
9780981674575	Little Lincoln Flashcards, Lowercase Letters	
9780981674568	Little Lincoln Flashcards, Numbers	
9781935193449	Little Lincoln Phonics Flashcards	
CU.LIL.100110.2.NN	Capistrano Unified Little Lincoln First Grade, Quarter 2	\$ 148.75
CU.LIL.100110.O.NN	Capistrano Unified Little Lincoln First Grade, Online Component	
9781935193340	First Grade Winter Activities Book 1, Weeks 10-12	
9781935193357	First Grade Winter Activities Book 2, Weeks 13-15	
9781935193364	First Grade Winter Activities Book 3, Weeks 16-18	
9781935193333	First Grade Winter Guide Book	
9781935193371	First Grade Winter Sight Word Books	
9781935193487	Sweet Tooth Bun	
9781935193494	Nothing But the Truth	
CU.LIL.100110.3.NN	Capistrano Unified Little Lincoln First Grade, Quarter 3	\$ 148.75
CU.LIL.100110.O.NN	Capistrano Unified Little Lincoln First Grade, Online Component	
9781935193395	First Grade Spring Activities Book 1, Weeks 19-21	
9781935193401	First Grade Spring Activities Book 2, Weeks 22-24	
9781935193418	First Grade Spring Activities Book 3, Weeks 25-27	
9781935193388	First Grade Spring Guide Book	
9781935193425	First Grade Spring Sight Word Books	
9781935193500	Just Flash	
9781935193517	The Pirate Koostoe	
CU.LIL.100110.4.NN	Capistrano Unified Little Lincoln First Grade, Quarter 4	\$ 148.75
CU.LIL.100110.O.NN	Capistrano Unified Little Lincoln First Grade, Online Component	
9781935193531	First Grade Summer Activities Book 1, Weeks 28-30	
9781935193548	First Grade Summer Activities Book 2, Weeks 31-33	
9781935193555	First Grade Summer Activities Book 3, Weeks 34-36	
9781935193432	First Grade Summer Guide Book	
9781935193470	First Grade Summer Sight Word Books	
9781935193524	Keeping Your Cool	
9781935193760	Even Inks Need Friends	
		\$ 595.00

<u>Item Number</u>	<u>Description</u>	<u>Price</u>
CU.LIL.100210.1.NN	Capistrano Unified Little Lincoln Second Grade, Quarter 1	\$ 148.75
CU.LIL.100210.O.NN	Capistrano Unified Little Lincoln Second Grade, Online Component	
9781936318056	Second Grade Fall Activities Book Weeks 1-3	
9781936318063	Second Grade Fall Activities Book Weeks 4-6	
9781936318070	Second Grade Fall Activities Book Weeks 7-9	
9781936318087	Second Grade Fall Guide Book	
9781936318094	Second Grade Fall Sight Word Books	
9781936318254	The Big Show Showdown	
9780679824114	Dinosaurs Before Dark	
CU.LIL.100210.2.NN	Capistrano Unified Little Lincoln Second Grade, Quarter 2	\$ 148.75
CU.LIL.100210.O.NN	Capistrano Unified Little Lincoln Second Grade, Online Component	
9781936318049	Little Lincoln Cursive Handwriting	
9781936318100	Second Grade Winter Activities Book Weeks 10-12	
9781936318117	Second Grade Winter Activities Book Weeks 13-15	
9781936318124	Second Grade Winter Activities Book Weeks 16-18	
9781936318131	Second Grade Winter Guide Book	
9781936318148	Second Grade Winter Sight Word Books	
9781936318261	Sensei's Hobbies	
9780142404171	Cam Jansen and the Snowy Day Mystery	
CU.LIL.100210.3.NN	Capistrano Unified Little Lincoln Second Grade, Quarter 3	\$ 148.75
CU.LIL.100210.O.NN	Capistrano Unified Little Lincoln Second Grade, Online Component	
9781936318155	Second Grade Spring Activities Book Weeks 19-21	
9781936318162	Second Grade Spring Activities Book Weeks 22-24	
9781936318179	Second Grade Spring Activities Book Weeks 25-27	
9781936318186	Second Grade Spring Guide Book	
9781936318193	Second Grade Spring Sight Word Books	
9781936318278	The Missing Toolbox Mystery	
9780440428138	Freckle Juice	
CU.LIL.100210.4.NN	Capistrano Unified Little Lincoln Second Grade, Quarter 4	\$ 148.75
CU.LIL.100210.O.NN	Capistrano Unified Little Lincoln Second Grade, Online Component	
9781936318209	Second Grade Summer Activities Book Weeks 28-30	
9781936318216	Second Grade Summer Activities Book Weeks 31-33	
9781936318223	Second Grade Summer Activities Book Weeks 34-36	
9781936318230	Second Grade Summer Guide Book	
9781936318247	Second Grade Summer Sight Word Books	
9781936318315	Chief for a Day	
9780064441001	The Long Way to a New Land	
9780439559713	A Fabumouse Vacation for Geronimo	
		\$ 595.00

<u>Item Number</u>	<u>Description</u>	<u>Price</u>
CU.GSK.100312.1.NN-HCT	Capistrano Unified Getting Started 3 Part 1 includes materials	\$ 42.00
CU.GSK.100312.1.NN	Capistrano Unified Getting Started 3 Part 1 Course	
9781936318346	Ready, Set, Go!, Test Preparation Book	
9781936318322	Multiplication Flashcards	
9781936318339	Division Flashcards	
9781936318353	Worldseum Game Board	
9781936318360	Game Cards for Worldseum	
CU.GSK.100312.2.NN-CO	Capistrano Unified Getting Started 3 Part 2 Course Only	\$ -
CU.GSK.100312.2.NN	Capistrano Unified Getting Started 3 Part 2 Course	
CU.ENG.100312.1.NN-HCT	Capistrano Unified Language Arts 3 Part 1 includes Activities Books and Textbooks	\$ 135.00
CU.ENG.100312.1.NN	Capistrano Unified Language Arts 3 Part 1 Course	
9781936318445	Language Arts 3 Activities Book Weeks 1-9	
9781936318452	Language Arts 3 Activities Book Weeks 10-18	
9781936318377	Latasha and the Little Red Tornado	
9780064400558	Charlotte's Web	
9781402203299	Poetry Speaks to Children	
9780756637583	Merriam-Webster Children's Dictionary	
9780689843228	Simon & Schuster Thesaurus for Children	
9781936318391	Lincoln Interactive Literature Collections, Third Grade	
CU.ENG.100312.2.NN-HCT	Capistrano Unified Language Arts 3 Part 2 includes Activities Books	\$ 83.00
CU.ENG.100312.2.NN	Capistrano Unified Language Arts 3 Part 2 Course	
9781936318469	Language Arts 3 Activities Book Weeks 19-27	
9781936318476	Language Arts 3 Activities Book Weeks 28-36	
9781936318384	Postcards from Pismo	
9780688152932	Thank You, Jackie Robinson	
9780142410363	James and the Giant Peach	
CU.MAT.100312.1.NN-HCT	Capistrano Unified Math 3 Part 1 includes Activities Books	\$ 53.00
CU.MAT.100312.1.NN	Capistrano Unified Math 3 Part 1 Course	
9781936318407	Math 3 Activities Book Weeks 1-9	
9781936318414	Math 3 Activities Book Weeks 10-18	
CU.MAT.100312.2.NN-HCT	Capistrano Unified Math 3 Part 2 includes Activities Books	\$ 53.00
CU.MAT.100312.2.NN	Capistrano Unified Math 3 Part 2 Course	
9781936318421	Math 3 Activities Book Weeks 19-27	
9781936318438	Math 3 Activities Book Weeks 28-36	
CU.SCI.100312.1.NN-HCT	Capistrano Unified Science 3 Part 1 includes Activities Books	\$ 53.00
CU.SCI.100312.1.NN	Capistrano Unified Science 3 Part 1 Course	
9781936318520	Science 3 Activities Book Weeks 1-9	
9781936318537	Science 3 Activities Book Weeks 10-18	
CU.SCI.100312.2.NN-HCT	Capistrano Unified Science 3 Part 2 includes Activities Books	\$ 53.00
CU.SCI.100312.2.NN	Capistrano Unified Science 3 Part 2 Course	
9781936318544	Science 3 Activities Book Weeks 19-27	
9781936318551	Science 3 Activities Book Weeks 28-36	
CU.SOC.100312.1.NN-HCT	Capistrano Unified Social Studies 3 Part 1 includes Activities Books	\$ 70.00
CU.SOC.100312.1.NN	Capistrano Unified Social Studies 3 Part 1 Course	
9781936318483	Social Studies 3 Activities Book Weeks 1-9	
9781936318490	Social Studies 3 Activities Book Weeks 10-18	
9781426300882	National Geographic World Atlas for Young Explorers, Third Edition	
CU.SOC.100312.2.NN-HCT	Capistrano Unified Social Studies 3 Part 2 includes Activities Books	\$ 53.00
CU.SOC.100312.2.NN	Capistrano Unified Social Studies 3 Part 2 Course	
9781936318506	Social Studies 3 Activities Book Weeks 19-27	
9781936318513	Social Studies 3 Activities Book Weeks 28-36	
CU.WEL.100312.1.NN-CO	Capistrano Unified Wellness 3 Part 1 Course Only	\$ -
CU.WEL.100312.1.NN	Capistrano Unified Wellness 3 Part 1 Course	
CU.WEL.100312.2.NN-CO	Capistrano Unified Wellness 3 Part 2 Course Only	\$ -
CU.WEL.100312.2.NN	Capistrano Unified Wellness 3 Part 2 Course	
		\$ 595.00

<u>Item Number</u>	<u>Description</u>	<u>Price</u>
CU.GSK.100412.1.NN-HCT	Capistrano Unified Getting Started 4 Part 1 includes materials	\$ 32.00
CU.GSK.100412.1.NN	Capistrano Unified Getting Started 4 Part 1 Course	
9781936318698	3-2-1 Blastoff! Test Prep Book	
CU.GSK.100412.2.NN-CO	Capistrano Unified Getting Started 4 Part 2 Course Only	\$ -
CU.GSK.100412.2.NN	Capistrano Unified Getting Started 4 Part 2 Course	
CU.ENG.100412.1.NN-HCT	Capistrano Unified Language Arts 4 Part 1 includes Activities Books and Supplies	\$ 142.00
CU.ENG.100412.1.NN	Capistrano Unified Language Arts 4 Part 1 Course	
9781936318933	Language Arts 4 Activities Book Part 1 Units 1 and 2	
9781936318940	Language Arts 4 Activities Book Part 1 Units 3 and 4	
9780316038638	Where the Mountain Meets the Moon	
9781579122829	A Child's Introduction to Poetry	
9780763616052	Because of Winn-Dixie	
9781938165054	Lincoln Interactive Literature Collections, Fourth Grade	
9780756637583	Merriam-Webster Children's Dictionary	
9780547215990	American Heritage Children's Thesaurus	
CU.ENG.100412.2.NN-HCT	Capistrano Unified Language Arts 4 Part 2 includes Activities Books	\$ 75.00
CU.ENG.100412.2.NN	Capistrano Unified Language Arts 4 Part 2 Course	
9781936318957	Language Arts 4 Activities Book Part 2 Units 5 and 6	
9781936318964	Language Arts 4 Activities Book Part 2 Units 7 and 8	
9781416936473	Hatchet	
9781938165078	Original Novel 1 by Mike Scotto (to be named)	
CU.MAT.100412.1.NN-HCT	Capistrano Unified Math 4 Part 1 includes Activities Books	\$ 57.00
CU.MAT.100412.1.NN	Capistrano Unified Math 4 Part 1 Course	
9781936318896	Math 4 Activities Book Part 1 Units 1 and 2	
9781936318902	Math 4 Activities Book Part 1 Units 3 and 4	
9781936318711	Lincoln Interactive Math Reference Sheet, 4th Grade	
CU.MAT.100412.2.NN-HCT	Capistrano Unified Math 4 Part 2 includes Activities Books	\$ 52.00
CU.MAT.100412.2.NN	Capistrano Unified Math 4 Part 2 Course	
9781936318919	Math 4 Activities Book Part 2 Units 5 and 6	
9781936318926	Math 4 Activities Book Part 2 Units 7 and 8	
CU.SCI.100412.1.NN-HCT	Capistrano Unified Science 4 Part 1 includes Activities Books	\$ 52.00
CU.SCI.100412.1.NN	Capistrano Unified Science 4 Part 1 Course	
9781938165016	Science 4 Activities Book Part 1 Units 1 and 2	
9781938165023	Science 4 Activities Book Part 1 Units 3 and 4	
9781593633790	Science Dictionary for Kids: The Essential Guide to Science Terms, Concepts, and Strategies	
CU.SCI.100412.2.NN-HCT	Capistrano Unified Science 4 Part 2 includes Activities Books	\$ 52.00
CU.SCI.100412.2.NN	Capistrano Unified Science 4 Part 2 Course	
9781938165030	Science 4 Activities Book Part 2 Units 5 and 6	
9781938165047	Science 4 Activities Book Part 2 Units 7 and 8	
CU.SOC.100412.1.NN-HCT	Capistrano Unified Social Studies 4 Part 1 includes Activities Books	\$ 81.00
CU.SOC.100412.1.NN	Capistrano Unified Social Studies 4 Part 1 Course	
9781936318971	Social Studies 4 Activities Book Part 1 Units 1 and 2	
9781936318988	Social Studies 4 Activities Book Part 1 Units 3 and 4	
9781426302558	National Geographic United States Atlas for Young Explorers	
9781938165061	Lincoln Interactive State Cards	
CU.SOC.100412.2.NN-HCT	Capistrano Unified Social Studies 4 Part 2 includes Activities Books	\$ 52.00
CU.SOC.100412.2.NN	Capistrano Unified Social Studies 4 Part 2 Course	
9781936318995	Social Studies 4 Activities Book Part 2 Units 5 and 6	
9781938165009	Social Studies 4 Activities Book Part 2 Units 7 and 8	
CU.WEL.100412.1.NN-CO	Capistrano Unified Wellness 4 Part 1 Course Only	\$ -
CU.WEL.100412.1.NN	Capistrano Unified Wellness 4 Part 1 Course	
CU.WEL.100412.2.NN-CO	Capistrano Unified Wellness 4 Part 2 Course Only	\$ -
CU.WEL.100412.2.NN	Capistrano Unified Wellness 4 Part 2 Course	
		\$ 595.00



StudentTracker for High Schools Agreement (District/School)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the National Student Clearinghouse ("Clearinghouse"), a not-for-profit corporation organized under the laws of the Commonwealth of Virginia, and the undersigned high school or high school district ("School") agree as follows:

NATIONAL STUDENT CLEARINGHOUSE

Signature

Ricardo D. Torres

Print Name

President

Title

Date

Fax: 703-742-4234
Email: graham@studentclearinghouse.org

Capistrano Unified School District

School District

Signature
Terry Fluent

Date

Print Name
Director II Purchasing

Title (legal notices will be sent to this individual)
33122 Valle Road

Street Address
San Juan Capistrano, CA 92675

City/State/Zip
949-234-9436

Telephone
tfluent@capousd.org

Email

Contract Type:

- ☐ Single High School – independent of school district
- ☒ School District – full or partial traditional school district
- ☐ Consortium of Schools – a group of schools from various locations, cities, states, etc.

The terms of this agreement incorporate Paragraphs 1 through 20 attached and Attachments.

StudentTracker for High Schools Agreement (District/School)

1. The Clearinghouse provides a nationwide, central repository of information on student enrollment, degrees, diplomas, certificates and other educational achievements.
2. The School wants to obtain information on the attendance of its former students in postsecondary institutions and improve the manner in which the diplomas it has granted to its students are verified to prospective employers and others. The School wishes to use the services of the Clearinghouse to assist in the functions as described below and in the Attachments added hereto and made part hereof. Individual attachments may be added, deleted or modified by mutual written agreement.
3. The School will transmit to the Clearinghouse lists of its graduates (“Graduates”). Initially, it will transmit a list of Graduates dating back up to eight (8) years and, thereafter, will submit lists of new graduates each year after conferral of diplomas. The School agrees that it will submit its Graduates files electronically and that they will contain the data elements and configuration reasonably required by the Clearinghouse.
4. Upon request, the Clearinghouse will compare the School’s Graduates with its database and provide the School with data on the subsequent enrollment and educational achievements of its students at postsecondary institutions. In addition to the Graduates file, the School may also submit lists of graduates and other former students in a format reasonably required by the Clearinghouse (“StudentTracker Request Files”), and the Clearinghouse will provide data on the subsequent enrollment and educational achievements of these students at postsecondary institutions.
5. Employers, employment agencies, background checking firms, and others (“Employers”) may provide listings to the Clearinghouse of individuals for whom they seek verification of graduation and related educational achievements. Postsecondary institutions, schools, school districts, departments and boards of education, state and local educational authorities, and similar organizations (“Educators”) may also provide listings of individuals for whom they seek verification of graduation and related educational achievements. The School hereby appoints the Clearinghouse to be its agent for purposes of verifying diploma information (the “DiplomaVerify” service) for authorized Employers and Educators (“Requestors”). The Clearinghouse will compare listings provided by Requestors to the School’s Graduates list and will provide Requestors with graduation information on a timely basis. During the term of this Agreement only, the School agrees to direct to the Clearinghouse all Requestors seeking to verify diplomas except when the School decides to respond to the request itself.
6. The Clearinghouse agrees to maintain a detailed record of each DiplomaVerify request that is attempted or completed (“Request Record”). The Clearinghouse will maintain the request record at its web site for review at any time by the School.
7. The Clearinghouse may charge each Requestor a nominal transaction fee for confirming diploma status to cover administrative costs. The School may elect to impose a surcharge on each transaction that will be rebated in full to the School.
8. In consideration of the services provided by the Clearinghouse under this Agreement, the School agrees to pay the Clearinghouse a fee in accordance with the Clearinghouse’s published Schedule of Fees for Secondary Schools. The Clearinghouse agrees to provide the School with ninety (90) days prior written or electronic notice of any increase in the fee for this service. The School agrees to submit payment of applicable fees within thirty (30) days of receipt of a bill from the Clearinghouse. If the School is a school district, it will submit a list of the names of the high schools covered by this Agreement on Attachment 1.

9. The Clearinghouse uses its best efforts to review, interpret, and follow publicly disseminated guidance on FERPA in the development and operation of its services and provides for the release of only unblocked directory information unless FERPA authorizes release without consent. The School is solely responsible for its compliance with FERPA, and the Clearinghouse is not liable for any errors or omissions by the School that may give rise to FERPA violations. Both the Clearinghouse and the School agree to comply with all applicable Federal, State, and local statutes, regulations, and other requirements pertaining to the security, confidentiality, and privacy of information exchanged with and maintained by the Clearinghouse.
10. The School agrees that it may only disclose the data provided by the Clearinghouse to other educators, school boards, and school officials whom it has determined to have legitimate educational interests. The School agrees that it will not release data provided by the Clearinghouse to any other individuals, institutions, or organizations, other than those identified above, either in student or postsecondary institution identifiable form, without the Clearinghouse's express written permission and payment of any additional fees that may be required.
11. In the event the School is required to disclose any data provided hereunder (specifically including, but not limited to, information which could potentially identify individuals or specific postsecondary institutions) pursuant to any applicable statute, law, rule or regulation of any governmental authority or pursuant to any order of any court of competent jurisdiction, the School must provide the Clearinghouse prompt notice of such request for disclosure and reasonably cooperate with the Clearinghouse's efforts to obtain a protective order. The parties further agree that any exclusion effected pursuant to this provision is authorized only to the minimum extent necessary to allow the School to comply with a legal rule or order compelling the disclosure of information and shall not constitute a general waiver of the obligations of confidentiality under this Agreement.
12. The School will institute and maintain reasonable controls to ensure that the information it provides to the Clearinghouse under this Agreement is complete and accurate. The School agrees that the Clearinghouse will not be responsible for actions, errors or omissions of the School.
13. The School agrees to:
 - a. Ensure that only authorized personnel whom it has determined to have legitimate educational interests will be provided with access to the Clearinghouse's secure website, and that such access will be immediately terminated when those personnel leave the School's employment.
 - b. Take all necessary steps to ensure that authorized personnel do not share their Clearinghouse website user names and passwords with other individuals or entities.
14. The Clearinghouse will institute and maintain reasonable controls to ensure the integrity and security of its database and data transmission systems so that it releases information solely to authorized Requestors in accordance with the terms of this Agreement and applicable law. The Clearinghouse agrees to indemnify and hold the School harmless from any direct loss, cost, damage or expense suffered by the School as a direct result of the Clearinghouse's failure to comply with its obligations under this Agreement. The Clearinghouse will maintain insurance covering errors and omissions in its data processing operations in the amount of at least two million dollars (\$2,000,000).
15. The Clearinghouse acts as agent for the School in the verification and release of information from education records under this Agreement. The Clearinghouse will not retain or release personally identifiable information provided by the School except as specifically authorized under this Agreement. The Clearinghouse may retain or release information received from the School under this Agreement that is in aggregate or statistical form and does not contain Social Security numbers or other personally identifiable information. The School retains full ownership rights to the information in the education records it provides to the Clearinghouse. Upon termination of this agreement, the Clearinghouse will immediately discontinue use of any information that has been provided to it by the School. The Clearinghouse will destroy all information provided under this Agreement upon receipt of a written request of the School and after all retention requirements for federal, state and local audits have expired.

16. The School agrees to acknowledge in all internal and external reports, presentations, publications, press releases, and/or research announcements that utilize StudentTracker data that the source of the data is the StudentTracker service from the National Student Clearinghouse.
17. The School agrees to provide all notices to the Clearinghouse under this Agreement to:
- National Student Clearinghouse
2300 Dulles Station Blvd., Suite 300
Herndon, VA 20171
Attn: Vickie Graham, Contract Admin.
Electronically: graham@studentclearinghouse.org
Fax: 703-742-4234
18. The Clearinghouse agrees to provide all notices under this Agreement to the School to the signatory and address on Page 1 of this Agreement unless otherwise instructed in writing by the School. The Clearinghouse considers the signatory to this Agreement as its primary contact for all operational and systems issues unless otherwise instructed in writing by the School.
19. The effective date of this Agreement is the date by which it is signed by both parties. This Agreement will remain in effect until terminated by either party by providing sixty (60) days written notice to the other party. The parties agree that any subsequent modifications to this Agreement will be made only in writing. The Clearinghouse may assign this Agreement without consent to a successor or wholly owned subsidiary.
20. All representations, warranties, disclaimers of liabilities, indemnifications, and covenants between the parties will survive the termination of this Agreement for any reason and in any manner and will remain in full force and effect between the parties.

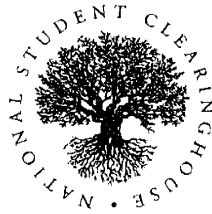


Attachment 1 (for Districts)
StudentTracker for High Schools Agreement

District Name	Capistrano Unified School District
Date	7/11/2013

Participating High Schools

School Name
Aliso Niguel High School
Capistrano Valley High School
Dana Hills High School
San Clemente High School
San Juan Hills High School
Tesoro High School
< 300 students
California Preparatory Academy
Bridges Community Day
Junipero Serra High School



**Attachment 2:
StudentTracker for High Schools Agreement**

**NATIONAL STUDENT CLEARINGHOUSE
SCHEDULE OF FEES FOR SECONDARY SCHOOLS
Published May 15, 2007 and Effective Until Further Notice**

High schools and/or high school districts will pay an annual subscription fee for participation in the StudentTracker for High Schools program equal to \$425.00 per high school.

The program will be provided at **no charge** to high schools that meet the following criteria:

- Have a total enrollment of less than 300 students, AND
- Are located in a district where two or more high schools pay the full annual StudentTracker for High Schools subscription fee.

Attachment 3
STUDENT TRACKER FOR HIGH SCHOOLS
CONTACT LIST

School/ District Name: Capistrano Unified School District

***Executive/Implementation Contact**

Name: Michelle W. Benham Title: Executive Director Assessment and Evaluation
Email Address: mwbenham@capousd.org Phone Number: (949) 234-9420

***Billing Contact**

(Person to receive billing invoice)

Name: Michelle W. Benham Title: Executive Director Assessment and Evaluation
Billing Address: 33122 Valle Road, San Juan Capistrano, CA 92675
Email Address: mwbenham@capousd.org Phone Number: (949) 234-9420

***Technical Contact(s)**

(Person(s) responsible for creating, sending and receiving file data)

Name: Marianne Blankenbiller Title: Research Analyst
Email Address: mblankenbiller@capousd.org Phone Number: (949) 234-9418

Name: _____ Title: _____

Email Address: _____ Phone Number: _____

Please FAX completed contract and attachments to: 703-742-4234

1 THIS AGREEMENT SUPERCEDES THE AGREEMENT DATED JUNE 17, 2013

2 AGREEMENT NUMBER: 39535

3 CAPISTRANO UNIFIED SCHOOL DISTRICT
4 INCOME AGREEMENT

5 This AGREEMENT is hereby entered into this 27th day of June,
6 2013, by and between the Orange County Superintendent of Schools, 200
7 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to
8 as SUPERINTENDENT, and the Capistrano Unified School District, 33122
9 Valle Road, San Juan Capistrano, California 92675, hereinafter
10 referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be
11 collectively referred to as the Parties.

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

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

20 WHEREAS, SUPERINTENDENT is specially trained and experienced
21 and competent to perform the special services required by the
22 SUPERINTENDENT, and such services are needed on a limited basis;

23 NOW, THEREFORE, the parties hereby agree as follows:

24 1.0 SCOPE OF WORK. DISTRICT hereby engages SUPERINTENDENT as an
25 independent contractor to perform the following described work and
SUPERINTENDENT hereby agrees to perform said work upon the terms and

EXHIBIT 36

1 conditions hereinafter set forth. Specifically, SUPERINTENDENT shall
2 provide the following services:

3 1.1 Provide the services of Jane Vogel for functional
4 vision assessments and consultations for students.

5 2.0 TERM. This AGREEMENT shall commence on July 1, 2013, and end
6 on June 30, 2014, subject to termination as set forth in Section 9.0
7 of this AGREEMENT.

8 3.0 COMPENSATION.

9 A. DISTRICT agrees to pay SUPERINTENDENT for services
10 satisfactorily performed pursuant to Section 1.0 of this AGREEMENT a
11 total sum not to exceed Four thousand five hundred dollars
12 (\$4,500.00) for services satisfactorily rendered pursuant to Section
13 1.0 of this AGREEMENT. Payment shall be made at the rate of One
14 hundred thirty-five dollars (\$135.00) per hour.

15 B. Payment shall be mailed to: Orange County Superintendent
16 of Schools, Attn: Accounting Manager, 200 Kalmus Drive, P.O. Box
17 9050, Costa Mesa, California 92628-9050, or at such other place as
18 SUPERINTENDENT may designate in writing.

19 4.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of
20 this AGREEMENT, shall be and act as an independent contractor.
21 SUPERINTENDENT understands and agrees that SUPERINTENDENT and
22 SUPERINTENDENT'S employees shall not be considered officers,
23 employees or agents of the DISTRICT and are not entitled to benefits
24 of any kind or nature normally provided employees of the DISTRICT
25 and/or to which DISTRICT'S employees are normally entitled,
including, but not limited to, State Unemployment Compensation or

1 Workers' Compensation. SUPERINTENDENT assumes the full responsibility
2 for the acts and/or omissions of its employees or agents as they
3 relate to the services to be provided under this AGREEMENT.
4 SUPERINTENDENT shall assume full responsibility for payment of all
5 federal, state and local taxes or contributions, including
6 unemployment insurance, social security and income taxes with respect
7 to SUPERINTENDENT'S employees.

8 5.0 HOLD HARMLESS/INDEMNIFICATION.

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

17 B. DISTRICT hereby agrees to indemnify, defend, and hold
18 harmless SUPERINTENDENT, the Orange County Board of Education, and
19 its officers, agents, and employees from liability and claims of
20 liability for bodily injury, personal injury, sickness, disease, or
21 death of any person or persons, or damage to any property, real,
22 personal, tangible or intangible, arising out of the negligent acts
23 or omissions of employees, agents or officers of DISTRICT during the
24 period of this AGREEMENT.
25

1 6.0 ASSIGNMENT. SUPERINTENDENT or DISTRICT shall not subcontract
2 or assign the performance of any of the services in this AGREEMENT
3 with out prior written approval of the party.

4 7.0 TOBACCO USE POLICY. In the interest of public health, the
5 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
6 use of any tobacco products are prohibited in buildings and vehicles,
7 and on any property owned, leased or contracted for by the
8 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to
9 abide with conditions of this policy could result in the termination
10 of this AGREEMENT.

11 8.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that
12 they will not engage in unlawful discrimination in employment of
13 persons because of race, color, religious creed, national origin,
14 ancestry, physical handicap, medical condition, marital status, or
15 sex of such persons.

16 9.0 TERMINATION. Either party may terminate this AGREEMENT with
17 or without reason with the giving of thirty (30) days written notice
18 to the other party. DISTRICT shall compensate SUPERINTENDENT only
19 for services satisfactorily rendered to the date of termination.
20 Written notice by DISTRICT shall be sufficient to stop further
21 performance of services by SUPERINTENDENT. Notice shall be deemed
22 given when received by the SUPERINTENDENT or DISTRICT or no later
23 than three (3) days after the day of mailing, whichever is sooner.

24 10.0 NOTICE. All notices or demands to be given under this
25 AGREEMENT by either party to the other, shall be in writing and given
either by: (a) personal service or (b) by U.S. Mail, mailed either by

1 registered or certified mail, return receipt requested, with postage
2 prepaid. Service shall be considered given when received if
3 personally served or if mailed on the third day after deposit in any
4 U.S. Post Office. The address to which notices or demands may be
5 given by either party may be changed by written notice given in
6 accordance with the notice provisions of this section. At the date
7 of this AGREEMENT, the addresses of the Parties are as follows:

8 DISTRICT: Capistrano Unified School District
 33122 Valle Road
9 San Juan Capistrano, California 92675
 Attn: _____

10 SUPERINTENDENT: Orange County Superintendent of Schools
11 200 Kalmus Drive
 P.O. Box 9050
12 Costa Mesa, California 92628-9050
 Attn: Patricia McCaughey

13 11.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to
14 seek redress for violation of, or to insist upon, the strict
15 performance of any term or condition of this AGREEMENT shall not be
16 deemed a waiver by that party of such term or condition, or prevent a
17 subsequent similar act from again constituting a violation of such
18 term or condition.

19 12.0 SEVERABILITY. If any term, condition or provision of this
20 AGREEMENT is held by a court of competent jurisdiction to be invalid,
21 void, or unenforceable, the remaining provisions will nevertheless
22 continue in full force and effect, and shall not be affected,
23 impaired or invalidated in any way.

24 13.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
25 shall be governed by the laws of the State of California with venue
in Orange County, California.

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

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: June 27, 2013

CUSD-Income-JaneVogel (39535)14
ZIP9

LEASE/RENTAL AGREEMENT



This rental is entered into this first day of July, 2013 by and between **Capistrano Unified School District**, the Owner, and **Orange County Fire Authority**, the Renter.

NOW THEREFORE, in consideration of the mutual promises set forth herein of the parties hereto, the parties agree as follows:

I.

WITNESS: The Owner does hereby lease to Renter the following described motor vehicle:

Bus 207, 1990 Bluebird, 78 passenger school bus, for a period of **8 days** from July 12, 2013 through July 19, 2013, at \$150.00 per day for a total cost of \$1200, in advance.

A security deposit in the amount of \$1,000 is payable upon execution of this agreement. Security deposit will be returned at the end of this rental if all items on this agreement are met. Early termination or returning the units with damage or repairs needed may forfeit all or part of the security deposit.

II.

Renter agrees to the following:

1. Return the vehicle(s) to Owner in as good a condition as received with normal wear and tear, or
2. Retain the vehicle(s) for an additional period under the terms and conditions contained in the Agreement after having obtained Owners written consent at least one (1) day prior to the expiration of the initial retention rental period.
3. Renter shall notify the district of all potential drivers of the rental vehicle.
4. Renter shall supply appropriate license and training documentation to verify driver's qualifications.
5. All potential drivers of the vehicle shall demonstrate proficiency in the vehicle prior to taking possession of the vehicle during the rental period.

III.

RENTER AGREES to indemnify and hold OWNER harmless from any liability from any personal injuries, property damage, or any other damages or injuries, which result from the use or operation of, said vehicle(s). Owner and Renter agree there is categorically no employment relationship between the Owner and Renter. Renter shall assume any and all loss or damages to said vehicle(s) while within the Renter's control and possession.

EXHIBIT 37

IV.

RENTER WILL provide at its own expense liability, collision, comprehensive, fire and theft insurance, in the amount of **\$5 million**, which shall properly cover the Renters use of the rented unit. A copy of this policy or a Certificate of Insurance shall be delivered to the Owner at the earliest possible opportunity. Before unit is delivered, Owner shall be named as *additional insured* and *loss payee*. Value of the vehicle(s) is **\$126,525**.

V.

RENTER AGREES that all breakdowns, repairs and upkeep are at Renters sole expense. Renters to keep records on a Daily Driver Check List to assure that all systems, fluid levels, etc., are being properly checked and maintained. Renter will maintain the above vehicle(s) hereby leased in good repair and operating condition, and will furnish at is expense all parts and supplies necessary to comply with this provision including, but not limited to, tires, tubes, fuel, lubricants, oil and anti-freeze, and further, the Renter shall keep said vehicle(s) properly stored. Renter shall be liable to Owner for any and all damage or depreciation caused by the negligence of the Renter, its officers, agents or employees, or by failure or neglect of the Renter, its officers, agents, and employees to care for or make repairs as needed, normal wear and tear excepted.

VI.

THIS RENTAL may be terminated in the following manner: If the Renter fails to perform any of the above terms, the Owner shall have the right to terminate this agreement by giving the Renter thirty (30) days written notice and Renter shall terminate its lease payment.

VII.

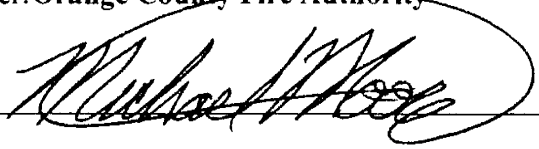
RENTER SHALL NOT sub-lease this vehicle to any other including any auxiliary group.

VIII.

TERMINATION OF THIS AGREEMENT for any reason by either party upon sixty (60) days prior written notice.

This vehicle shall be housed at: ORANGE COUNTY FIRE AUTHORITY
1 FIRE AUTHORITY ROAD
IRVINE, CA 92602

Renter: ~~Orange County Fire Authority~~

By: 

Date: 7-9-13

Owner: Capistrano Unified School District

By: 

Date: 7/10/13

LABOR COMPLIANCE PROGRAM ANNUAL REPORT

Format for Awarding Body that enforces its own Labor Compliance Program for some but not all projects

Report for the reporting period 07/01/2012 to 06/30/2013
(mm/dd/yyyy) (mm/dd/yyyy)

1. Name of Labor Compliance Program (LCP) :

Capistrano Unified School District

2. LCP I.D. Number (assigned by DIR): 2011.00931

3. Date of Initial Approval: 9/1/2011

4. Contact person (include name, title, address, telephone, fax, and e-mail, if available):

Terry Fluent, Director, Purchasing
 33122 Valle Road, San Juan Capistrano, CA 92675
 Office: 949/ 234-9436 Fax: 949/ 493-4083
 e-mail: tfluent@capousd.org

5. Did LCP perform any LC § 1771.5 enforcement activities during the 12 months in the reporting period?

Please check one:



If Yes, proceed to item 6 on the next page



If No, complete the information below, sign the form and submit to DIR, Office of the Director, Attn: LCP Special Assistant,
 455 Golden Gate Avenue, 10th Floor, San Francisco CA 94102

What suggestions do you have for the Department of Industrial Relations to better assist you with your program in the coming year? (attach additional sheets if necessary)

SUBMITTED BY:



Terry Fluent, Director, Purchasing

Signature

Name and Title

7/2/13

Date

LCP-AR1

6. LC § 1771.5 enforcement activities (provide all information requested, attaching as many sheets as necessary).

A. List projects handled by LCP within the past 12 months.

Project Name	Bid Advertisement Date	Prime Contractor	Contract Amount
Capistrano Valley HS Performing Arts Theater	4/18/2011	Edge Development, Inc.	\$12,000,000.00
Total			\$12, 000,000.00

B. Summary of all wages and penalties assessed and/or recovered.

Project Name	Affected Contractor (who directly employed the worker)	Amount Assessed	Amount Recovered	Approval of Forfeiture Requested from Labor Commissioner?	Description of Violation
Capo Valley HS Performing Arts Theater	Primary Mechanical	\$223.07	\$223.07	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Underpayment of Fringe Benefit
Capo Valley HS Performing Arts Theater	Prime Steel, Inc.	\$15,220.00	\$15,220.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Failure to pay Travel & Subsis
				<input type="checkbox"/> Yes <input type="checkbox"/> No	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	
Total		\$15,443.07	\$15,443.07	<input type="checkbox"/> Yes <input type="checkbox"/> No	

LCP-AR1

C. For any amount identified in item B for which approval of forfeiture not requested from the Labor Commissioner, please explain below.

Project Name	Amount Assessed	Amount Recovered	Explanation
Capo Valley HS Performing Arts Theater	\$223.07	\$223.07	Miscalculation of Fringe Benefit due - Voluntarily corrected in a timely manner
Total	\$223.07	\$223.07	

D. For any amount identified in item B for which approval of forfeiture was requested from the Labor Commissioner, please provide the following:

Project Name	Amount Assessed			Amount Recovered						
	LC §1776(g)	LC § 1775	LC § 1813	Wages	Total	LC § 1776(g)	LC § 1775	LC § 1813	Wages	Total
Capo Valley HS		\$6,190.00		\$9,030.00	\$15,220.00		\$6,190.00		\$9,030.00	\$15,220.00
Total		\$6,190.00		\$9,030.00	\$15,220.00		\$6,190.00		\$9,030.00	\$15,220.00

E. Identify cases that are or were the subject of LC § 1742 proceedings.

Project Name	Contractor	Nature of Violation	ODL Case #	Current Status
N/A				

F. Did you refer any contractor to the Labor Commissioner for debarment per LC § 1777.1?

Please check one: ☐ Yes ☒ No

If yes, identify affected contractor(s) or subcontractor(s) and date(s) of referral: _____

G. Did you refer any apprenticeship violation to the Division of Apprenticeship Standards (DAS)?

Please check one: ☐ Yes ☒ No

If yes, identify affected contractor(s) or subcontractor(s) and date(s) of referral: _____

August 14, 2013
SURPLUS ITEMS LIST
EQUIPMENT TAG NUMBERS & DESCRIPTION

Tag No.	Description	Justification
No Number	Wells Refrigerated Serving Unit, 5 wells- model #SS206	Works, but also leaks. Obsolete and not utilizing.

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

EXTENSION OF AGREEMENT NO. C1011065

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

JSERRA

The School Bus Service Agreement No. C1011065 called for an original contract period of September 15, 2010 through September 14, 2011.

The agreement with JSerra shall be extended an additional 12 months, for the period September 15, 2013 through September 14, 2014, at the prices shown in the Agreement.

Except as set forth in this Extension Agreement, and Board approved on September 14, 2010, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

JSerra

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
SCHOOL BUS SERVICE AGREEMENT

This AGREEMENT is hereby entered into this 15th day of September, 2010, by and between the Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675 (hereinafter referred to as "DISTRICT"), and JSerra, 26351 Junipero Serra Road, San Juan Capistrano, CA 92675, (hereinafter referred to as "JSERRA"). DISTRICT and CLIENT shall be collectively referred to as the Parties.

WHEREAS, the DISTRICT is specially trained and experienced and competent to perform the special services required by JSERRA to maintain the school bus purchased by JSERRA;

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

WHEREAS, DISTRICT AND JSERRA wish to enter into this AGREEMENT with the understanding that these services are being rendered secondary to services required by DISTRICT'S schools and students and only if DISTRICT operations are not adversely impacted in any way;

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 SERVICES TO BE PROVIDED BY THE DISTRICT;

1.1 Provide routine inspection and servicing (i.e. lubrication of chassis, changing oil, oil filters and air filters) on the one (1) JSERRA school bus every 3,000 miles

or 45 calendar days, whichever occurs first, at \$105/hour (inspection/servicing fees have a ¼ hour minimum).

1.2 Provide an annual maintenance check-up on one (1) JSERRA bus at \$105/hour and any repairs necessitated by such maintenance check-up will be mutually agreed to in writing between the Parties.

1.3 Provide roadside assistance for one (1) JSERRA school bus within DISTRICT boundaries at \$105/hour, which shall commence from point of departure to point of return.

1.4 Provide emergency roadside assistance for the one (1) JSERRA school bus outside DISTRICT boundaries at DISTRICT'S discretion at \$105/hour, which shall commence from point of departure to point of return.

1.5 Provide certified California school bus driver training at \$55.00/hour per training session.

1.6 Provide certified California school bus behind the wheel training at \$55.00/hour per individual driver. (Initial training for Class B license requires drivers to take 25 hours of classroom training plus 25 hours of behind the wheel training - a one-time requirement for a five year license. Each year thereafter, annual in-service classroom training of 10 hours is required upon each driver's birth date.)

2.0 TERM. DISTRICT shall commence providing services under this AGREEMENT on or after September 15, 2010 and this Agreement

shall be effective for one (1) year with two (2) one year options to renew upon mutual written agreement of the Parties.

3.0 FEES/PAYMENT. JSERRA agrees to pay the DISTRICT for services satisfactorily rendered pursuant to Section 1.0 of this AGREEMENT. JSERRA agrees to pay all hourly rates as stated in Section 1.0 and any and all towing costs, if necessary. ALL parts/supplies/materials, fuel and oil shall be paid by JSERRA. There shall be no costs or expenses to the DISTRICT to provide these services. Payment shall be made upon receipt of an invoice from DISTRICT in duplicate. Payment shall be mailed to: CAPISTRANO UNIFIED SCHOOL DISTRICT, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA 92675, ATTN: ACCOUNTS PAYABLE, or at such other place as DISTRICT may designate in writing.

4.0 COMMUNICATION BETWEEN THE PARTIES. JSERRA SHALL COMMUNICATE DIRECTLY WITH THE DISTRICT'S Director of Transportation for the purpose of requesting any of the services provided in this AGREEMENT. JSERRA shall comply with all schedules that have been established by the DISTRICT for inspecting, servicing and/or maintaining the JSERRA school bus and shall deliver the bus at or before the time scheduled.

5.0 INDEPENDENT CONTRACTOR. DISTRICT, in the performance of this AGREEMENT, shall be and act as an independent contractor. DISTRICT understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the JSERRA, and are not entitled to benefits of any kind or nature normally provided employees of JSERRA and/or to which JSERRA

employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. DISTRICT assumes the full responsibility for the acts and/or omissions of its employees as they relate to the services to be provided under this AGREEMENT. DISTRICT shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to DISTRICT'S employees.

6.0 TERMINATION. Either party may terminate this AGREEMENT with or without reason by providing thirty (30) days written notice to the other party specifying the desired date of termination. Notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.

7.0 HOLD HARMLESS/INDEMNIFICATION. JSERRA agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its Governing Board, officers and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of any injury to or death of any person(s), or damage to or loss of any property caused by any negligent act, default, or negligent omission of the JSERRA, or its officers or employees arising out of, or in any way connected with, this AGREEMENT, whether said injury or damage occurs either on or off JSERRA or DISTRICT'S property, except for liability for damages which result from the sold negligence or willful misconduct of the DISTRICT or its officers or employees.

8.0 COMPLIANCE WITH APPLICABLE LAWS. DISTRICT and JSERRA agree to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to DISTRICT and JSERRA as they relate to their respective performances pursuant to this AGREEMENT.

9.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this AGREEMENT shall not be assigned by the DISTRICT.

10.0 TOBACCO USE POLICY. In the interest of public health, DISTRICT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the DISTRICT pursuant to DISTRICT Policy 400.15. Failure to abide with the conditions of this policy could result in the termination of this AGREEMENT.

11.0 COMPLIANCE WITH APPLICABLE LAWS. DISTRICT and JSERRA agree to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to DISTRICT and JSERRA as they relate to their respective performances pursuant to this AGREEMENT.

12.0 PERMITS/LICENSES. DISTRICT and all DISTRICT'S employees shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

13.0 NON-DISCRIMINATION. DISTRICT and JSERRA agree that they will not engage in unlawful discrimination in employment of persons

because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

DISTRICT: Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
Attn: Mike Patton, Director, Transportation

CLIENT: JSerra Catholic High School
26351 Junipero Serra Road
San Juan Capistrano, CA 92675
Attn: Michelle Ramirez, CFO

15.0 NON WAIVER. The failure of DISTRICT or JSERRA to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

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

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

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT:

CAPISTRANO UNIFIED SCHOOL DISTRICT

BY: Terry Fluent

Print Name: Terry Fluent

TITLE: Director, Purchasing

DATE: 4/22/11

JSERRA

BY: Michelle Ramirez

PRINT NAME: MICHELE RAMIREZ

TITLE: CFO

DATE: 4/19/11

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

JSERRA

This School Bus Service Agreement called for an original 12-month contract covering the period September 15, 2010 through September 14, 2011, with annual renewals at the option of the Board of Trustees for two (2) additional one year periods.

The contract with JSERRA pursuant to Contract No. C1011065, shall be extended, covering the period September 15, 2011 through September 14, 2012.

Except as set forth in this Extension Agreement, and Board approved on September 14, 2010, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: Terry Fluent
Signature

Terry Fluent

Director, Purchasing

Date: 10/17/11

CLIENT

JSERRA

By: Michele Ramirez
Signature

MICHELE RAMIREZ
Print Name

CFO
Title

Date: 9/6/11

AMENDMENT TO SCHOOL BUS SERVICE AGREEMENT NO. C1011065

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

JSERRA

The original School Bus Service Agreement between Capistrano Unified School District and JSerra, called for the District to provide services for one (1) JSERRA school bus. JSERRA is in need of the services provided by the District for an additional bus that they purchased.

Articles 1.0, 1.2, 1.3. and 1.4 in the agreement between Capistrano Unified School District and JSERRA shall be amended to replace the words "the one (1) JSERRA school bus" with "select JSERRA school buses".

Except as set forth in this Amendment to Agreement, and Board approved on September 14, 2010, all other terms and conditions of the contract remain in full force and effect.

Capistrano Unified School District

JSERRA

By: Terry Fluert
Signature

By: Michelle Ramirez
Signature

Terry Fluert

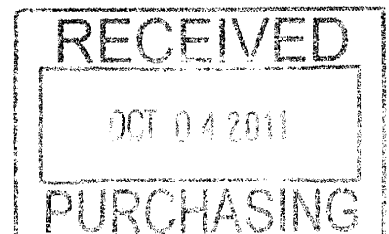
MICHELE RAMIREZ
Print Name

Director, Purchasing

CFO
Title

Date: 10/17/11

Date: 9/27/11



AMENDMENT TO SCHOOL BUS SERVICE AGREEMENT NO. C1011065

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

JSERRA

The original School Bus Service Agreement between Capistrano Unified School District and JSerra, called for the District to provide maintenance and training services. JSERRA is in need of bus rental services provided by the District on an as needed basis.

Article 19.0 LEASE/RENTAL OF BUS shall be added to the Agreement.

Except as set forth in this Amendment to Agreement, and Board approved on September 14, 2010, all other terms and conditions of the contract remain in full force and effect.

Capistrano Unified School District

JSERRA

By: Terry Fluent
Signature

By: Michelle Ramirez
Signature

Terry Fluent

MICHELE RAMIREZ
Print Name

Director, Purchasing

C.F.O
Title

Date: 11/29/11

Date: 11/29/11

19.0 LEASE/RENTAL OF BUS

I.

WITNESS: The District may lease to JSERRA the following described motor vehicle:

District owned school bus, on an as needed basis, at \$200.00 per day, plus fuel.

A security deposit in the amount of \$1,000 is payable upon execution of this agreement. Security deposit will be returned at the end of this contract if all items on this agreement are met. Early termination or returning the units with damage or repairs needed may forfeit all or part of the security deposit.

II.

JSERRA agrees to the following:

1. Return the vehicle(s) to District in as good a condition as received with normal wear and tear, or
2. Retain the vehicle(s) for an additional period under the terms and conditions contained in the Agreement after having obtained Districts written consent at least one (1) day prior to the expiration of the initial retention rental period.
3. JSERRA shall notify the district of all potential drivers of the rental vehicle.
4. JSERRA shall supply appropriate license and training documentation to verify driver's qualifications.
5. All potential drivers of the vehicle shall demonstrate proficiency in the vehicle prior to taking possession of the vehicle during the rental period.

III.

JSERRA AGREES to indemnify and hold District harmless from any liability from any personal injuries, property damage, or any other damages or injuries, which result from the use or operation of, said vehicle(s). District and JSERRA agree there is categorically no employment relationship between the District and JSERRA. JSERRA shall assume any and all loss or damages to said vehicle(s) while within the JSERRA's control and possession.

IV.

JSERRA WILL provide at its own expense liability, collision, comprehensive, fire and theft insurance, in the amount of **\$5 million**, which shall properly cover the JSERRAs use of the rented unit. A copy of this policy or a Certificate of Insurance shall be delivered to the District at the earliest possible opportunity. Before unit is delivered, District shall be named as *additional insured* and *loss payee*. Value of the vehicle(s) is **\$126,525**.

V.

JSERRA AGREES to the following pertaining to breakdowns, repairs and upkeep. Any breakdowns or repairs which are attributed to the age of the vehicle and normal wear and tear are the responsibility of the District. Any breakdowns or repairs which are attributed to the operation, driving, misuse, or neglect are the responsibility of the JSERRA. JSERRA to keep records on a Daily Driver Check List to assure that all systems, fluid levels, etc., are being properly checked and maintained. JSERRA will maintain the above vehicle(s) hereby leased in good repair and operating condition, and will furnish at its expense all parts and supplies necessary to comply with this provision including, but not limited to, tires, tubes, fuel, lubricants, oil and anti-freeze, and further, the JSERRA shall keep said vehicle(s) properly stored. JSERRA shall be liable to District for any and all damage or depreciation caused by the negligence of the JSERRA, its officers, agents or employees, or by failure or neglect of the JSERRA, its officers, agents, and employees to care for or make repairs as needed, normal wear and tear excepted.

VI.

THIS RENTAL may be terminated in the following manner: If the JSERRA fails to perform any of the above terms, the District shall have the right to terminate this agreement by giving the JSERRA thirty (30) days written notice and JSERRA shall terminate its lease payment.

VII.

JSERRA SHALL NOT sub-lease this vehicle to any other including any auxiliary group.

This vehicle shall be housed at: _____

EXTENSION OF AGREEMENT
BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
JSERRA

This School Bus Service Agreement called for an original 12-month contract covering the period September 15, 2010 through September 14, 2011, with annual renewals at the option of the Board of Trustees for two (2) additional one year periods.

The contract with JSERRA pursuant to Contract No. C1011065, shall be extended, covering the period September 15, 2012 through September 14, 2013.

Except as set forth in this Extension Agreement, and Board approved on September 14, 2010, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: Terry Fluent
Signature

Terry Fluent

Director, Purchasing

Date: 8/8/12

CLIENT

JSERRA

By: Michele Ramirez
Signature

MICHELE RAMIREZ
Print Name

CFO
Title

Date: 8/1/12

CAPISTRANO UNIFIED SCHOOL DISTRICT

REQUEST FOR PROPOSALS (RFP) – NO. 5-1314 DEVELOPER FEE CONSULTANT SERVICES

It is the intent of Capistrano Unified School District to retain an experienced and professional firm for services related to school developer fees. These services will include, but not be limited to: developer fee justification studies, school facilities needs analysis and annual and five year reports.

This agreement would consist of an initial one-year term with four (4) one-year renewal periods at the option of the Board of Trustees. The firm awarded the contract will be required to sign the District's standard services agreement. Sample included in RFP.

The District reserves the right to reject any and all proposals and to waive informalities and minor irregularities in any proposal reviewed. The District may reject any proposal that does not conform to the instructions herewith. Additionally, the District reserves the right to negotiate all final terms and conditions of any preliminary agreement entered into with the vendor. The District makes no representations that any contract will be awarded to any respondent.

The selection process will include a screening review and evaluation of proposals by District staff. All costs associated with any proposal shall be the sole responsibility of the proposer.

SUBMITTAL INFORMATION

**All responses must be received by:
Thursday, September 12, 2013, 2:00 p.m. PST**

**Capistrano Unified School District
Attn.: Ms. Terry Fluent
Director, Purchasing
33122 Valle Road
San Juan Capistrano, CA 92675**

CONTACT WITH ANYONE OTHER THAN THE INDIVIDUAL NAMED HEREIN IS STRICTLY PROHIBITED.

All questions regarding this RFP must be submitted in writing to Ms. Terry Fluent at tfluent@capousd.org

To obtain an RFP package, please visit: <http://purchasing-capousd-ca.schoolloop.com/>

EXHIBIT 42



REQUEST FOR PROPOSALS

DEVELOPER FEE CONSULTANT SERVICES

RFP No. 5-1314

Contact:

Terry Fluent, Director, Purchasing

(949) 234-9436

RFP Deadline:

Thursday, September 12, 2013 – 2:00 p.m., PST

**Capistrano Unified School District
Education Center**

Attention: Terry Fluent, Director, Purchasing

33122 Valle Road

San Juan Capistrano, CA 92675

CAPISTRANO UNIFIED SCHOOL DISTRICT

Purchasing Department

33122 Valle Road

San Juan Capistrano, CA 92675

(949) 234-9444

GENERAL OVERVIEW/BACKGROUND

The Capistrano Unified School District (CUSD) is seeking proposals for consultant services related to school developer fees. The District requires services related to developer fee justification studies, school facilities needs analysis and annual and five year reports.

This agreement would consist of an initial one-year term with four (4) one-year renewal periods at the option of the Board of Trustees. The firm awarded the contract will be required to sign the District's standard services agreement. Sample included in RFP.

The District reserves the right to reject any and all proposals and to waive informalities and minor irregularities in any proposal reviewed. The District may reject any proposal that does not conform to the instructions herewith. Additionally, the District reserves the right to negotiate all final terms and conditions of any preliminary agreement entered into with the executive search firm. The District makes no representations that any contract will be awarded to any respondent.

The selection process will include a screening review and evaluation of proposals by District staff. All costs associated with any proposal shall be the sole responsibility of the proposer.

DRAFT

INSTRUCTIONS FOR SUBMITTING PROPOSALS FOR DEVELOPER FEE CONSULTANT SERVICES

SCOPE OF SERVICES TO BE PROVIDED

Consultant shall prepare: Residential and Commercial/Industrial Development School Fee Justification Studies (“Studies”). The Studies will justify statutory school fees (“School Fees”) for the School District and will also identify the full school facilities impacts to be mitigated by these types of development within the School District.

The specific activities and task to be performed under this contract include the following:

RESIDENTIAL DEVELOPMENT SCHOOL FEE JUSTIFICATION STUDIES

A. Background Research

This activity will involve gathering information/data necessary to calculate school facility cost impacts for each of the housing categories. The following specific tasks shall be included:

A1. Student Generation Factors

This task involves calculating student generation factors (“SGF”) by housing category (i.e., single family detached and multi-family attached). SGFs will be calculated by comparing student enrollment of the School District to residential data provided from the County of Orange (“County”) Office of the Assessor (“Assessor”).

A2. Existing School Facilities Capacity

This task involves reviewing the school facilities capacity of the School District as reported on SAB Form 50-02 to determine the number of students that can be adequately housed. Consultant will work with the School District to calculate the school facilities capacity based on an inventory of classrooms being utilized by the School District and their corresponding student loading standards.

A3. Future Residential Units

This task involves consultant reviewing general plans and specific plans of the jurisdiction (e.g., city or county) served by the School District, as well as tentative and final tract maps in the School District and other data to estimate the number of future residential units by housing category that can be constructed within the School District.

B. Determine School Facility Needs

This activity will determine the School District's need to construct new school facilities or expand existing facilities to adequately house students generated from future residential units. The following tasks are included in this activity:

B4. Existing Capacity vs. Student Enrollment

This task involves comparing existing enrollment to facilities capacity as determined in A2 to determine whether any surplus seats exist to house students generated from future residential units. Consultant will compare the enrollment to the capacity.

B5. Student Enrollment Projections

This task involves projecting the number of students to be generated by housing category from future residential units within the School District. Enrollment projections will be based on SGFs calculated in A1 and future units identified in A3.

B6. School Facility Needs

This task involves determining the number and type of school facilities that will need to be expanded by the School District base on the projected enrollment calculated in B5 and the capacity of existing school facilities analyzed in B4. Consultant will determine the amount of facility expansion needed to adequately house all of the students at build-out.

C. School Facilities Impact per Housing Category

This activity will utilize data and material gathered and calculated in A and B to compute the average school facilities impact for each housing category. The specific tasks to be performed under this activity include the following:

C7. School Facility Costs

This task involves reviewing and analyzing documents of the School District to estimate the cost of constructing or expanding the school facilities identified in B6. If the School District can not provide the consultant with sufficient/adequate cost information regarding the construction or expansion of the school facilities, consultant will estimate the school facility expansion cost based on square footage and cost allowance established by the Office of Public School Construction.

C8. School Facilities Impact Analysis for Residential Development

This task involves estimating the full school facilities impacts per unit and square foot of residential floor space that must be mitigated by each housing category. Residential housing impacts will be based on the data and material assembled in A, B, and C. If full school facilities impact per square foot of the residential floor space exceeds the new School Fee for a housing category, then the full new School Fee is justified for such housing category.

D. Study Preparation

This activity will involve the preparation of the Residential Development School Fee Justification Study (“Residential Study”).

D9. Study Preparation

This task will involve consultant preparing one (1) draft and one (1) final version of the report representing the findings of the Residential Study. Consultant shall provide the final version of the report in PDF format, in addition to bound copies in the quantity requested by the School District.

COMMERCIAL/INDUSTRIAL DEVELOPMENT SCHOOL FEE JUSTIFICATION STUDIES

A. School Facilities Impact per Commercial/Industrial Building

This activity will utilize data and material gathered and calculated for the Residential Study to compute the average school facilities impact for each commercial/industrial building, (e.g., retail and services, office, research and development, industrial/warehouse/manufacturing, hospital, and hotel/motel). The specific tasks to be performed under this activity include the following:

A1. Employer Research

This task involves determining the employment generation rates per building square foot and per gross acre by commercial/industrial building and the employee migration factor for the School District. Consultant will determine employment generation rates and employee migration factors by reviewing prior Studies prepared for the School District or analyzing data provided by the San Diego Association of Governments (“SANDAG”) and the Bureau of the Census.

A2. Commercial/Industrial Fee Analysis

This task involves estimating the amount of developer impacts per square foot of floor space for each commercial/industrial building identified in A1, based on prototypical land use units of 1,000 square feet of floor space each. This task includes the following subtasks:

2.1 Employment Impacts

This subtask involves estimating the on-site employment impact of a prototypical land use unit. Employment impacts will be determined by land use and industry type, based on employment generation factors identified in A1.

2.2 Household Impacts

This subtask involves estimating, for each commercial/industrial building, the number of new households that will (i) locate within the School District, and (ii) generate additional demand for school facilities, based on the Employment Impacts per commercial/industrial building unit from Subtask 2.1. This subtask consists of six (6) additional duties, all but one of which will be applied separately to each commercial/industrial building identified in Subtask 2.1.

- a. Estimate the current number of workers per household within the School District (if possible, by commercial/industrial building) based on current housing and employment estimates by state and county agencies, supplemented by the Census and other available data.
- b. For each commercial/industrial building, project the number of new “total households” established by persons employed within the School District, wherever these households may reside, based on Subtask 2.1 and 2.2a. This is the total household impact.
- c. For each commercial/industrial building, estimate the propensity to migrate, i.e., percentage of new total household identified in Subtask 2.2b that will reside within the School District based on employee residence information from the Census and other sources.

- d. For each commercial/industrial building, project the number of new “local households” that will locate within the School District as a direct result of commercial/industrial development within the School District based on Subtask 2.2b and 2.2c. This is the local household impact.
- e. Estimate the propensity to occupy new housing i.e., the percentage of new local household identified in Subtask 2.2d that will reside in new housing units or displace existing households that will move into new housing unit. The total percentage of the new total households falling into these categories will be derived from the current ratios of new to existing home sales in the general School District area, as indicated by the State Department of Finance, Dataquick, and other sources.
- f. For each commercial/industrial building, project the number of new “net local households” that will locate within the School District as a result of commercial/industrial development within the School District, based on Subtask 2.2d and Subtask 2.2e. This is the net local household impact.

2.3 Student Generation Impacts

This subtask involves estimating student generation impacts for each commercial/industrial building. This subtask consists of two (2) additional duties:

- a. Estimate student enrollment increases for each commercial/industrial building, based on SGFs calculated in A1 of the Residential Study and the net local household impacts per commercial/industrial building unit from Subtask 2.2f.
- b. Estimate additional student enrollment increase for each commercial/industrial building based on (i) employment-related interdistrict transfer rates and (ii) estimates student enrollment increase per commercial/industrial building from Subtask 2.3a.

The sum of both student enrollment increases from Subtask 2.3a and 2.3b is the student generation impact.

A3. School Facilities Impact Analysis for Commercial/Industrial Development

This task involves estimating the full school facilities impacts per 1,000 square feet of commercial/industrial floor space that must be mitigated by each commercial/industrial building. If the full school facilities impacts per square foot of commercial/industrial floor space for commercial/industrial building are less than the difference between the average Residential Impact per building square foot and the new Statutory School Fee, then the full impacts for that commercial/industrial building may be charged to the developer.

B. Study Preparation

This activity will involve the preparation of a Commercial/Industrial Development School Fee Justification Study (“Commercial/Industrial Study”).

B4. Study Preparation

This task will involve consultant preparing one (1) draft and one (1) final version of the report representing the findings of the Commercial/Industrial Study. Consultant shall provide the final version of the report in PDF format, in addition to bound copies in the quantity requested by the School District.

Fee Studies Adoption Assistance

A. Assistance in Adoption of Fee Studies

This activity will involve working with School District staff and legal counsel of the School District to respond to any written comments and prepare for and attend meetings of the School Board where the Fee Studies will be considered for adoption.

A1. Respond to Public Comments

This task involves reviewing any written comments received from the members of the development community related to the Fee Studies and assisting School District staff and legal counsel provide written responses to such comments.

A2. Preparation and Attendance at Meetings

This task involves working with staff of the School District and legal counsel to prepare for any meetings with members of the development community prior to or after the adoption of the Fee Studies. Consultant, at the request of the School District, will participate in such meetings to provide data or explanation for the Fee Studies.

A3. Attendance at Meetings of the Board of Education

This task involves consultant attending meetings of the Board of Education where the public hearing and/or consideration of the Fee Studies occurs. Consultant shall be prepared to present the Fee Studies or answer any questions from member of the Governing Board or public related to the Fee Studies.

ANNUAL AND FIVE YEAR REPORT SERVICES

Consultant will provide consulting services to the Capistrano Unified School District ("Client or School District") to prepare the Annual and Five Year Reports ("Reports").

The specific activities and tasks to be performed under this Scope of Work include the following:

A. Annual Reports Analysis

This activity will involve preparing an Annual Report which will provide an accounting of the sources and uses of funds for the previous fiscal year.

A1. Identify Funds and Collection Fees

This task involves the identification of each funds, the type of fee deposited into each funds and the amount of fees deposited into each fund. For fees imposed on specific projects, identify the purpose of the Fees and what public improvements will be financed with the Fees.

A2. Reconcile Account Balances

This task involves illustrating the flow of money in each fund during the past fiscal year. Beginning with the balance at the start of the fiscal year, the Report will show (i) the amount of Fees which were collected and any interest earned on these monies, as well as monies received from third party sources such as the State, (ii) the amount and type of capital improvements which were paid for by fund monies including the total percentage of the cost of the public improvement that was funded with Fees, and (iii) the amount of each inter-fund transfer or loan made from the fund including a description of the public improvement which was funded by the transfer or, in the case of a loan, the date in which the loan will be repaid including the terms specified under the loan provision.

A3. Estimate a Date in which School Facilities will Commence Construction

This task involves identifying whether the School District has the monies within each of its construction funds sufficient to fund the construction or completion of construction of new school facilities. If it is determined that sufficient funds exist,

identify an approximate start date by which the construction of the identified facilities will commence.

A4. Disclosure of Refunds

This task involves setting forth refunds that have occurred within the past fiscal year. If an approximate start date has not been determined within 180 days after the School District determines that sufficient monies exist to fund the construction of new facilities, then the School District is obligated to issue a refund.

B. Five Year Report Analysis

The Five Year Report will show whether the cost to house the students generated from residential development, exceeds the collection of Fees and other revenues received.

B5. Determine the Purpose of the Fee

This task involves quantifying the number of elementary, middle, high school, and interim leased facilities which are expected to be funded at least partially by the imposed Fees.

B6. Established the Relationship Between the Fee and the Facilities Funded by the Fee

This task involves documenting the amount of school facilities impact and funding received from residential development (information shall be provided by the School District). This subtask will be accomplished by reviewing the Residential and Commercial/Industrial School Fee Justification Studies and other documentation of the School District.

B7. Disclosure of Future Funding Sources

This task involves the identification of all future sources of revenues for school facilities development.

C. Report Preparation and Presentation

This activity involves preparation of an Annual and Five Year Report ("Report") pursuant to the requirement of Senate Bill 1693.

C8. Report Preparation

This activity involves preparing one (1) draft and one (1) final Report and providing the requested number of bound copies of the final Report to the School District.

C9. Board Presentation

This task involves attending the meeting of the Governing Board of School District where the Report is considered for adoption and presenting information and/or answering questions as requested by the School District.

END OF SCOPE OF SERVICES TO BE PROVIDED

DRAFT

PROPOSAL FORMAT

1. **Executive Summary** - The **Executive Summary** should contain a statement of interest and a brief summary of Proposals to engage in a professional relationship with Capistrano Unified School District.
2. **Narrative** - Provide a detailed description of your Proposal for providing developer fee consultant services. Include descriptive and supportive evidence of how your firm will maintain a close working relationship with Capistrano Unified School District. The narrative should include the following:
 - a. **Experience/References:** Provide a list of contracts from the past five (5) years for services similar in scope to this proposal. Include a minimum of three (3) educational client references with whom you have contracted within the last three (3) years. List must include the following information for each contract:
 - Client name and complete address
 - Contact name and telephone number
 - Dates of service
 - Description of service
 - Contract amount
 - b. Outline, in detail, the tasks your firm will perform to produce information and services requested under the “Scope of Services to be Provided”, As necessary, indicate any additional or optional tasks.
3. **Fees/Services Schedule** - You are requested to submit a proposal to furnish all of the labor, materials, and other related items required for the performance of the contract resulting from this RFP No. 5-1314, Developer Fee Consultant Services on a Labor Rate and Total Cost basis. **Be as thorough and specific as possible as this will form the basis of any contract for services that may be presented by the District.** Provide your fees on the Pricing Sheet included with this RFP.
4. **Additional Data** - Provide additional information about your firm as it may relate to this RFP. Include letters of reference or testimonials if appropriate. Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the evaluation teams in understanding your Proposals and expertise.
5. **Certification** - Complete, sign, and date the enclosed “Certification” with this RFP.

6. **Certification by Contractor of Criminal Records Check** – Pursuant to Education Code 45125.1, complete, sign, and date the enclosed form AB 1610, 1612 and 2102 included with this RFP.
7. **Insurance** – Contractor agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect vendor and District against liability or claims of liability, which may arise out of the agreement. The insurance required for professional liability is \$1,000,000 minimum limit per occurrence; and for Errors & Omissions, \$2,000,000 minimum general aggregate. In addition, contractor agrees to provide an endorsement to this policy stating, “Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory.” No later than the actual start date, contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents and employees as additional insureds under aid policy. See attached sample in this RFP.
8. **W-9 Form** – All firms must provide the following documentation to the District: See attached sample in this RFP.
9. **Conflict of Interest Certification** - Included with this RFP.
10. **Non Collusion Affidavit** – Included with this RFP.
11. **Tobacco Use Policy** – Included with this RFP.

END OF PROPOSAL FORMAT

AWARD

1. **Award of Proposal** - Award will be made to the firm offering the most advantageous proposal for Developer Fee Consultant Services. Capistrano Unified School District shall not be obligated to accept the lowest priced proposal, but will make an award in the best interest of the District after all factors have been evaluated.
2. **Award Evaluation Criteria** - Evaluation Criteria that will be used to evaluate all proposals that are received are listed below:
 - a. Qualifications and availability of key persons to be assigned to the contract resulting from this solicitation
 - b. Number of years of experience your firm has in this type of business and with accounts of this size
 - c. Demonstrated competence in relative experience
 - d. References
 - e. Costs/fees
 - f. Conformance with the specifications of this RFQ

The Evaluation Committee may also contact and evaluate the firm's references; contact any vendor representative to clarify any response; contact any current users of the firm's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The Evaluation Committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interest of the District.

Discussions may, at the District's sole option, be conducted with responsible representatives who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Firms shall be given fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions, the District will not disclose information derived from proposals submitted by competing firms.

3. **Award Selection Process** - Selection of qualified firms will be based on the following: quality and completeness of submitted proposal; understanding of objectives; project approach; experience and expertise with public agencies and similar types of efforts; and references. Additional questions may be asked of firms and interviews may be conducted. The firm awarded the contract will be required to sign the District's standard agreement. Sample included in RFP.

KEY ACTION DATES

The anticipated schedule for completion of this procurement is shown below. The dates are subject to change.

Milestone	Date
RFP Release/Advertise	August 19, 2013
Proposal Due Date	September 12, 2013, 2:00 p.m., PST
Interviews	September 23 - September 27, 2013
Board Approval	October 23, 2013

ADDITIONAL INFORMATION

All questions and requests for information must be made in writing, prior to September 3, 2013 and sent to the attention of:

Terry Fluent
Director, Purchasing
tfluent@capousd.org

CONTACT WITH ANYONE OTHER THAN THE INDIVIDUAL NAMED HEREIN IS STRICTLY PROHIBITED.

Proposals must be received by Thursday, September 12, 2013, 2:00 p.m., PST, addressed to:

Terry Fluent
Director, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

Solicitation Disclaimer: All proposals received as part of this solicitation become the property of the Capistrano Unified School District upon submission. The cost to prepare and submit the proposals becomes the sole expense of each firm.

The emphasis of your proposal should be on the completeness and clarity of content. RFP's may be rejected if not prepared in the format described, if submitted without all required information and signatures, or by failing to adhere to all requirements as stated in the RFP.

All materials submitted in response to this Request for Proposals shall become the property of the District and shall be considered a part of public record.

Capistrano Unified School District reserves the right to reject any or all Requests for Proposals.

Thank you for your participation!

DRAFT

PRICING SHEET

The purpose of this form is to provide a standard format by which the Proposer submits to the DISTRICT a summary of the estimated costs suitable for detailed review and analysis. The Proposer shall complete the Price/Cost Proposal in its entirety.

The negotiated hourly rate shall become the basis for payment of invoices and will be reflected in the Agreement. Hourly rates shall remain fixed for the duration of the contract period.

Title	Hourly Rate

Contract Price	
Developer Fee Justification Studies	
School Facilities Needs Analysis	\$
Annual and Five Year Reports	\$
TOTAL CONTRACT PRICE	\$

Print Name of Firm

Authorized Signature

Representative

Federal I.D. #/License

Date

**CERTIFICATION
REQUEST FOR PROPOSALS (RFP) NO. 5-1314
DEVELOPER FEE CONSULTANT SERVICES**

I certify that I have read the attached **Request for Proposals – (RFP) NO. 5-1314 DEVELOPER FEE CONSULTANT SERVICES** and the instructions for submitting an RFP. I further certify that I must submit one (1) original and three (3) copies of the firm's proposal in response to this request, completed Certification by Contractor Criminal Records Check, W9, form, Non Collusion Declaration, Tobacco Use, Pricing Sheet, and, Conflict of Interest Certification, and that I am authorized to commit the firm to the proposal submitted.

<hr/> Signature	<hr/> Typed or Printed Name
<hr/> Title	<hr/> Company
<hr/> Address	<hr/> Address
<hr/> Telephone	<hr/> Fax
<hr/> Date	<div style="border: 1px solid black; min-height: 200px;">If you are bidding as a corporation, please provide your corporate seal here:</div>
<hr/> E-Mail Address	

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK
(EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102

To the Governing Board of Capistrano Unified School District:

I, _____ certify that:
Name of Contractor

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, California on _____.
Date

Signature

Typed or printed name

Title

Address

Telephone

Certificate of Liability Insurance

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

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

The Capistrano Unified School District must be named as additional insured and certificate holder on the Certificate of Liability Insurance form **Acord 25** (Page 1, see attached)

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

Blanket endorsements are not acceptable.

Required Endorsement:

The Capistrano Unified School District is named as additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory.

See the following example.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/19/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 	CONTACT NAME: _____ PHONE (A/C, No. Ext): _____ FAX (A/C, No): _____ E-MAIL: _____ ADDRESS: _____ PRODUCER CUSTOMER ID #: _____														
INSURED 	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr><td>INSURER A:</td><td></td></tr> <tr><td>INSURER B:</td><td></td></tr> <tr><td>INSURER C:</td><td></td></tr> <tr><td>INSURER D:</td><td></td></tr> <tr><td>INSURER E:</td><td></td></tr> <tr><td>INSURER F:</td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A:		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A:															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY ENDORSEMENTS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR	Y	XYZ12450987654	1/19/2011	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	N/A			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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ACORD 25 (2009/09)

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POLICY NUMBER: _____ **COMMERCIAL GENERAL LIABILITY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.
SCHEDULE

Name of Person or Organization: **CAPISTRANO UNIFIED SCHOOL DISTRICT**
33122 VALLE RD
SAN JUAN CAPISTRANO, CA 92675

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization show in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

Professional Liability: \$1,000,000 minimum limit per occurrence
(Errors & Omissions) \$2,000,000 minimum general aggregate

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.			
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)				
	Business name, if different from above				
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶				
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)			
	City, state, and ZIP code				
	List account number(s) here (optional)				
Part I Taxpayer Identification Number (TIN)					
Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.					
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 60%; text-align: center;">Social security number</td></tr><tr><td style="text-align: center;">OR</td></tr><tr><td style="text-align: center;">Employer identification number</td></tr></table>			Social security number	OR	Employer identification number
Social security number					
OR					
Employer identification number					
Part II Certification					
Under penalties of perjury, I certify that:					
<ol style="list-style-type: none">1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and3. I am a U.S. citizen or other U.S. person (defined below).					
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.					
Sign Here	Signature of U.S. person ▶	Date ▶			
General Instructions					
Section references are to the Internal Revenue Code unless otherwise noted.					
Purpose of Form					
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.					
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:					
<ol style="list-style-type: none">1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),2. Certify that you are not subject to backup withholding, or3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.					
Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.					
Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:					
<ul style="list-style-type: none">• An individual who is a U.S. citizen or U.S. resident alien,• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,• An estate (other than a foreign estate), or• A domestic trust (as defined in Regulations section 301.7701-7).					
Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.					
The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:					
<ul style="list-style-type: none">• The U.S. owner of a disregarded entity and not the entity,					

Cat. No. 10231X

Form **W-9** (Rev. 10-2007)

CONFLICT OF INTEREST CERTIFICATION

All proposers/firms shall respond to each of the following questions to determine whether any actual or perceived conflict of interest exists.

PRINT NAME _____

SIGNATURE AND DATE _____

TITLE OF OFFICER _____

NAME OF COMPANY _____

As part of your Certification, please respond to the following questions listed below:

1. Have you or any of your team member(s) or consultant(s) been employed by the DISTRICT in the last three years? [Yes] [No]. If your answer is "Yes", please provide the following information:

- | | | | |
|----|--------------------------------|-------|------|
| a. | Were you a full-time employee? | [Yes] | [No] |
| | Part-Time employee? | [Yes] | [No] |
| | As-Needed employee? | [Yes] | [No] |
| | Consultant? | [Yes] | [No] |
| | Or other, please | | |

Explain: _____

- b. What were the date(s) of your employment/employment contract/consulting contract?

- c. In which department(s) of DISTRICT did you work?

- d. Who was/were your Supervisor(s)?

- e. Please describe your job duties and responsibilities for each DISTRICT position held?

- f. What was your last date of employment?

2. Do any Board of Education Member(s) or District employee(s) have a business position or serve as an Officer(s), Partner(s) or Shareholder(s) in your company? [Yes] [No]. If the answer is "Yes", please provide the following information:

- a. What is the name of the Board Member(s) or employee(s)?

b. What is his/her position with your company?

c. If a Board of Education Member(s) or employee(s)/Shareholder(s) - what percentage of your company's shares does he/she own?

3. Are any of your former employee(s), (Consultants) presently employed by the DISTRICT? [Yes] [No]. If the answer is "Yes", please provide the following information for each such employee(s).

a. What is the name of the former employee(s)?

b. What was his/her title at your company?

If he/she held more than one position(s) with your company, please provide the title of each position(s) held.

c. Please describe his/her duties and responsibilities for each position(s) held at your company?

d. What were the date(s) of his/her employment?

I declare under the Penalty of Perjury under the laws of the State of California that the above mentioned statements are true and correct to the best of my knowledge, and this declaration was executed on this _____ day of _____, 20____; in

(Month)

(City)

(State)

(Signature)

(Printed Name)

(Title)

NONCOLLUSION DECLARATION
IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTION 7106

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

Signature

Print Name

TOBACCO USE POLICY

In the interest of public health, the Capistrano Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the Capistrano Unified School District. Failure to abide with conditions could result in the termination of this agreement.

Each employee engaged in the performance of the contract will be given a copy of this statement and, as a condition of this Agreement; the Bidder agrees to abide by the terms.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I will adhere to the requirements of the policy.

Name of Bidder

Signature

Date

INDEPENDENT CONTRACTOR AGREEMENT

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

VENDOR

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 \$000000 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 contract term with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

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

CONTRACTOR

Signature _____
Name: _____
Title: _____
Address _____

Email _____
Address: _____
FEIN/SSN _____

DRAFT

GENERAL CONDITIONS

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

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

Contractor may terminate the Agreement at any time upon fifteen (15) days' prior written notice to District. Contractor and District each agree to sign any documents reasonably necessary to complete Contractor's discharge or withdrawal. Upon termination of the Agreement for any reason, Contractor's fees will be prorated based on the work actually completed at the time of termination for work which is then in progress, to and including the effective date of such termination. Unless other terms are set forth in the Agreement, District will reimburse Contractor for previously approved expenses in compliance with the policies of the District.

8. Return of District Property Upon termination of the Agreement or earlier as requested by District, Contractor will deliver to District any and all District Property including but not limited to District provided information, intellectual property, and equipment of District. Contractor further agrees that any property situated on District's premises and owned by District, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by District personnel at any time with or without notice.
9. Hold Harmless Contractor agrees to and shall defend, indemnify and hold harmless the District, its Governing Board, officers, agents, employees, and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained arising out of activities/services provided by Contractor or its subcontractors, whether authorized by this Agreement or not. Contractor further agrees to waive all rights of subrogation against the District. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of District or any of its agents or employees.
10. Insurance Pursuant to Section 9, Contractor agrees to carry commercial general liability insurance and automobile liability insurance with limits of One Million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability, which may arise out of the Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than the actual start date, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents and employees as additional insured's by separate endorsement under said policy.
11. Assignment The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
12. Notices All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or prepaid, first class United States postal mail. Notices shall be sent to signatories to the Agreement at the addresses given in the Agreement.
13. Compliance with Applicable Laws The services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

14. Permits/Licenses Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
15. Employment with Public Agency Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
16. Entire Agreement/Amendment This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.
17. Nondiscrimination Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such person.
18. Non-waiver The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
19. Severability If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
20. Attorney Fees/Costs Should litigation be necessary to enforce any terms or provisions of the Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.
21. Governing Law The laws of the State of California shall govern the terms and conditions of this Agreement with venue in Orange County, California.
22. Mandatory Claims Process

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

A. Initial Review and Evaluation of a Claim

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

B. Expedited Mediation

If the Initial Review and Evaluation Meeting does not resolve the claim, then within five (5) business days following the Initial Review and Evaluation Meeting the proponent of the claim shall send a list of four recognized mediators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select a mediator from the list and notify the proponent of the claim of the selection of a mediator; or (2) if none of the proposed mediators are acceptable, then that party

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

C. Expedited Arbitration

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of August 14, 2013
Classified Employees

ACCEPT RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Bieber, Raymond	Custodian I	Retirement	11/08/2001	12/26/2012
2. Binns, Jodi	MS Library Media Tech	Voluntary	11/09/2000	08/06/2013
3. Bones, Daniel	Maintenance Planner	Retirement	04/10/1995	08/01/2013
4. Guthrie, Linda	IF-Sp Ed	Retirement	03/09/1998	07/29/2013
5. Jakovich, Alexis	Inst Asst-Computer Lab	Other Employment	03/14/2013	06/11/2013
6. Jenican, Melissa	Literacy Intervention Specialist	Other Employment	10/14/2011	07/29/2013
7. Lancaster, Barbara	Sch Clerk II	Other Employment	01/07/2004	08/01/2013
8. Wessman, Adriana	Inst Asst-Presch	Retirement	03/29/1993	07/19/2013

APPROVE EMPLOYMENT

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
9. Dagarin, Jean-Mari	Supervisor IV, Early Childhood Programs (12mo/40hpw)	\$66,697 yr	MGMT R36-5	08/13/2013
10. Fox, Janine	Sch Bus Driver (9.5mo/per bid)	\$17.48 hr	R28-1	09/09/2013

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
11. El Arabi, Rexene	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	09/09/2013
12. Gillette, Jennifer	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	09/09/2013
13. Gonzalez, Michelle	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	09/09/2013
14. Goyzueta, Leslie	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	09/09/2013
15. Gravatt, Shelly	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	09/09/2013
16. Graves, Susan	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	09/09/2013
17. Haq, Farah	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	09/09/2013
18. Saavedra, Veronica	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	09/09/2013

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APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
19. Sarian-Luhrs, Stacy	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	09/09/2013
20. Solarczyk-Riyhani, Evelyn	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	09/09/2013
21. Stein, Mindy	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	09/09/2013
22. Ward, Linda	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	09/09/2013
23. Wellington, Patricia	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	09/09/2013

<u>Name</u>	<u>Recall from Layoff</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
24. Stratton, Andrew	HS Campus Supvr (9.5mo/35hpw)	\$16.73 hr	R25-2	09/09/2013

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
25. Abaroa Avila, Luz	Inst Asst	\$13.74 hr	R19-1	07/01/2013
26. Arellano, Eric	Custodian I	\$16.33 hr	R26-1	08/15/2013
27. Diaz, Ken	Custodian I	\$16.33 hr	R26-1	08/15/2013
28. Evanston, Matthew	Custodian I	\$16.33 hr	R26-1	08/15/2013
29. Pedersen, Christian	Custodian I	\$16.33 hr	R26-1	08/15/2013
30. Reyes, Alessandro	Custodian I	\$16.33 hr	R26-1	08/15/2013
31. Rivera Zuniga, Indalecio	Custodian I	\$16.33 hr	R26-1	08/15/2013
32. Rodriguez, Rene	Custodian I	\$16.33 hr	R26-1	08/15/2013
33. Sandoval, Jose	Custodian I	\$16.33 hr	R26-1	08/15/2013
34. Serrano Lopez, Roberto	Custodian I	\$16.33 hr	R26-1	08/15/2013

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
35. Vital, Carlos	Custodian I	\$16.33 hr	R26-1	08/15/2013
36. Walker, Raven	Custodian I	\$16.33 hr	R26-1	08/15/2013

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APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
37. Rodriguez, Nascina	Testing Asst	\$13.74 hr	09/09/2013- 12/17/2013

APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
38. Lee, McCall	ASB Elementary Outdoor Education, Elementary	Oak Grove Elem	\$1,304.00 \$ 109.00 per night	09/05/2013- 06/23/2014 05/20/2014- 05/23/2014
39. Loudy, Pamela	Outdoor Education, Elementary	Oak Grove Elem	\$ 109.00 per night	05/20/2014- 05/23/2014
40. Martin, Roberta	Outdoor Education, Elementary	Oak Grove Elem	\$ 109.00 per night	05/20/2014- 05/23/2014
41. Short, Curtis	Outdoor Education, Elementary	Oak Grove Elem	\$ 109.00 per night	05/20/2014- 05/24/2014

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
42. Barbour, Sean	Wrestling	Dana Hills HS	\$1,400.00	06/15/2013- 07/20/2013
43. Beeler, Chad	Water Polo, Girls	Dana Hills HS	\$3,200.00	06/17/2013- 07/26/2013
44. Biehl, Erica	Strength/Conditioning, Cross Country, Girls	Capistrano Valley HS	\$2,174.00	06/12/2013- 07/31/2013
45. Burns, Lacey	Basketball, Girls JV/Varsity (Head)	San Clemente HS	\$2,000.00	06/17/2013- 07/22/2013
46. Kennedy, Kelley	Cheer, Varsity	San Juan Hills HS	\$1,200.00	08/20/2013- 06/25/2014
47. Najm, Brandi	Cheer JV	San Juan Hills HS	\$1,200.00	08/20/2013- 06/25/2014
48. Richter, Jessica	Basketball, Girls (Asst)	San Clemente HS	\$1,500.00	06/17/2013- 07/22/2013

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APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
49. Sundin, Lindsey	Basketball, Girls (Asst)	San Clemente HS	\$ 500.00	06/17/2013- 07/22/2013

APPROVE EMPLOYMENT PENDING CLEARANCES

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
50. Butler, Yvonne	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	09/09/2013
51. Marr, Terry	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	09/09/2013
52. Weinik, Mary	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	09/09/2013

APPROVE PROMOTION

<u>Name</u>	<u>Former Position</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
53. Berger, Mary	Caregiver (9.5mo/17.5hpw)	Inst Asst-Sp Ed (9.5mo/17.5hpw)	R20-3	09/09/2013
54. Diaz, Margo	FS Worker (9.5mo/30hpw)	Lead FS Worker II (Temp/35hpw)	R31-1	05/17/2013- 06/11/2013
55. Hamidi, Zoila	Presch Teacher (9.5mo/30hpw)	Presch Site Facilitator (9.5mo/30hpw)	R33-15	09/09/2013
56. Ohana-Pacini, Kelly	Health Asst (9.5mo/17.5hpw)	Sch Secretary II (10mo/40hpw)	R29-10	09/03/2013
57. Paulsen, Andrea	Inst Asst-Sp Ed Presch (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/17.5hpw)	R22-6	09/09/2013
58. Reider, Teresa	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Elem Sch Clerk (10.5mo/40hpw)	R26-1	08/15/2013
59. Rios, Allyson	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/17.5hpw)	R22-1	09/09/2013
60. Scott, Karen	Information Systems Specialist I (12mo/40hpw)	Manager V, Information Systems (12mo/40hpw)	MGMT R50-1	07/24/2013

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APPROVE ASSIGNMENT ADJUSTMENTS

<u>Name</u>	<u>Former Position</u>	<u>Assignment Adjustment</u>	<u>Range Step</u>	<u>Effective Date</u>
61. Dack, Carla	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-10	09/09/2013

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date</u>
62. Ohana-Panici, Kelly	Sch Sec II TAA NTE 128 hrs (Assist with opening school)	R29-6	08/15/2013- 08/30/2013

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
63. Abbott, Joanne	Sch Secretary I TAA NTE 128 hrs (Assist with opening school)	08/12/2013- 08/30/2013
64. Ames, Sharon	Sch Clerk II TAA NTE 128 hrs (Assist with opening school)	08/12/2013- 08/30/2013
65. Barrueta, Jodi	FS Elem Cashier TAA NTE 40 hpw (Process free/reduced lunch applications)	08/26/2013- 09/05/2013
66. Bastien, Renee	Sch Clerk II TAA NTE 128 hrs (Assist with opening school)	08/12/2013- 08/30/2013
67. Booker, Janelle	IF-Sp Ed TAA NTE 32 hrs (Attend CSEA negotiations meetings)	07/15/2013- 07/22/2013
68. Broadman, Terri	Sch Secretary I TAA NTE 128 hrs (Assist with opening school)	08/12/2013- 08/30/2013
69. Cantaly, Esperanza	Sch Secretary II TAA NTE 128 hrs (Assist with opening school)	08/12/2013- 08/30/2013
70. Casazza, Ann Marie	Sch Secretary I TAA NTE 128 hrs (Assist with opening school)	08/12/2013- 08/30/2013
71. Dearing, Linda	Sch Clerk II TAA NTE 128 hrs (Assist with opening school)	08/12/2013- 08/30/2013
72. Dore, Cheryl	Sch Clerk II TAA NTE 128 hrs (Assist with opening school)	08/12/2013- 08/30/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

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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>
73. Farmer, Patricia	Sch Clerk II	08/12/2013-
	TAA NTE 128 hrs (Assist with opening school)	08/30/2013
74. Foulds, Lori	Inst Asst-Presch	06/01/2013-
	TAA NTE 18 hrs (Assist with closing the classroom)	06/30/2013
75. Fuller, Cynthia	Attendance Clerk	08/12/2013-
	TAA NTE 128 hrs (Assist with opening school)	08/30/2013
76. Gallegos, Rosalba	Sch Secretary I	08/12/2013-
	TAA NTE 128 hrs (Assist with opening school)	08/30/2013
77. Gardner, Kim	Attendance Clerk	08/12/2013-
	TAA NTE 128 hrs (Assist with opening school)	08/30/2013
78. Gomez, Irma	Sch Secretary I	08/12/2013-
	TAA NTE 128 hrs (Assist with opening school)	08/30/2013
79. Gordon, Kay	Sch Secretary II	08/12/2013-
	TAA NTE 128 hrs (Assist with opening school)	08/30/2013
80. Grable, Patrick	Sch Clerk II	08/12/2013-
	TAA NTE 128 hrs (Assist with opening school)	08/30/2013
81. Gutierrez, Consuelo	Sch Clerk II	08/12/2013-
	TAA NTE 128 hrs (Assist with opening school)	08/30/2013
82. Harrison, Eva	Testing Asst	07/25/2013-
	TAA NTE 17.5hpw (Assist with CELDT testing)	09/06/2013
83. Haun, Barbara	Sr IBI Asst/Tutor	07/15/2013-
	TAA NTE 32 hrs (Attend CSEA negotiations meetings)	07/22/2013
84. Hensley, Wendy	Sch Secretary I	08/12/2013-
	TAA NTE 128 hrs (Assist with opening school)	08/30/2013
85. Henzel, Joan	Sch Secretary II	08/12/2013-
	TAA NTE 128 hrs (Assist with opening school)	08/30/2013
86. Herrscher, Janis	Sch Clerk II	08/12/2013-
	TAA NTE 128 hrs (Assist with opening school)	08/30/2013
87. Hoffman, Susan	Attendance Clerk	08/12/2013-
	TAA NTE 128 hrs (Assist with opening school)	08/30/2013
88. Horn, Donna	Sch Clerk II	08/12/2013-
	TAA NTE 128 hrs (Assist with opening school)	08/30/2013
89. Hunn, Dawn	Sch Secretary II	08/12/2013-
	TAA NTE 128 hrs (Assist with opening school)	08/30/2013
90. Jones, Marilyn	Sch Clerk II	08/12/2013-
	TAA NTE 128 hrs (Assist with opening school)	08/30/2013
91. Kane, Patti	Sch Clerk II	08/12/2013-
	TAA NTE 128 hrs (Assist with opening school)	08/30/2013

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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>
92. Keylon, Kathy	Sch Secretary I TAA NTE 128 hrs (Assist with opening school)	08/12/2013- 08/30/2013
93. Kim, Michelle	Sch Secretary II TAA NTE 128 hrs (Assist with opening school)	08/12/2013- 08/30/2013
94. King, Jennifer	Sch Clerk II TAA NTE 128 hrs (Assist with opening school)	08/12/2013- 08/30/2013
95. Kondo, Donna	Sch Clerk I TAA NTE 128 hrs (Assist with opening school)	08/12/2013- 08/30/2013
96. Kosky, Lori	Sch Clerk II TAA NTE 128 hrs (Assist with opening school)	08/12/2013- 08/30/2013
97. Larkins, Kelly	Sch Secretary I TAA NTE 128 hrs (Assist with opening school)	08/12/2013- 08/30/2013
98. Lotterer, Indie	Sch Clerk II TAA NTE 128 hrs (Assist with opening school)	08/12/2013- 08/30/2013
99. Luzar, Kathy	Sch Secretary II TAA NTE 128 hrs (Assist with opening school)	08/12/2013- 08/30/2013
100. Lynch, Janis	Sch Clerk II TAA NTE 128 hrs (Assist with opening school)	08/12/2013- 08/30/2013
101. Lynch, Janis	Sch Clerk II TAA NTE 128 hrs (Assist with opening school)	08/12/2013- 08/30/2013
102. Mar, Araceli	Blngl Clerk TAA NTE 128 hrs (Assist with opening school)	08/12/2013- 08/30/2013
103. Martinez, Annie	Sch Secretary I TAA NTE 128 hrs (Assist with opening school)	08/12/2013- 08/30/2013
104. Maxwell, Kerri	Sch Secretary II TAA NTE 128 hrs (Assist with opening school)	08/12/2013- 08/30/2013
105. McBride, Susan	Sch Secretary II TAA NTE 128 hrs (Assist with opening school)	08/12/2013- 08/30/2013
106. McCombs, Diane	Attendance Clerk TAA NTE 128 hrs (Assist with opening school)	08/12/2013- 08/30/2013
107. Miller, Jodi	Sch Clerk II TAA NTE 128 hrs (Assist with opening school)	08/12/2013- 08/30/2013
108. Miranda, Rachel	Inst Asst-Presch TAA NTE 6 hrs (Assist with closing the classroom)	06/01/2013- 06/30/2013
109. Neumiller, Nora	Blngl Clerk TAA NTE 128 hrs (Assist with opening school)	08/12/2013- 08/30/2013
110. Norgren, Terry	Sch Clerk II TAA NTE 128 hrs (Assist with opening school)	08/12/2013- 08/30/2013

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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>
111. Parson, Alma	Sch Secretary II	07/15/2013-
	TAA NTE 32 hrs (Attend CSEA negotiations meetings)	07/22/2013
112. Piper, Vanessa	Attendance Clerk	08/12/2013-
	TAA NTE 128 hrs (Assist with opening school)	08/30/2013
113. Pollard, Karen	Sch Secretary I	08/12/2013-
	TAA NTE 128 hrs (Assist with opening school)	08/30/2013
114. Pyle, Rita	Sch Secretary I	08/12/2013-
	TAA NTE 128 hrs (Assist with opening school)	08/30/2013
115. Ramirez, Veronica	Sch Clerk II	08/12/2013-
	TAA NTE 128 hrs (Assist with opening school)	08/30/2013
116. Rawas, Alba	Blngl Clerk	08/12/2013-
	TAA NTE 128 hrs (Assist with opening school)	08/30/2013
117. Reed, Sandra	Sch Secretary II	08/12/2013-
	TAA NTE 128 hrs (Assist with opening school)	08/30/2013
118. Repko, Kellee	Sch Secretary II	08/12/2013-
	TAA NTE 128 hrs (Assist with opening school)	08/30/2013
119. Rice, Carol	Sch Clerk II	08/12/2013-
	TAA NTE 128 hrs (Assist with opening school)	08/30/2013
120. Riegling, Vanessa	Sch Secretary II	08/12/2013-
	TAA NTE 128 hrs (Assist with opening school)	08/30/2013
121. Rinehart, Pamela	Sch Clerk II	08/12/2013-
	TAA NTE 128 hrs (Assist with opening school)	08/30/2013
122. Rogers, Christine	Sch Secretary II	08/12/2013-
	TAA NTE 128 hrs (Assist with opening school)	08/30/2013
123. Rogers, Malissa	Sch Clerk II	08/12/2013-
	TAA NTE 128 hrs (Assist with opening school)	08/30/2013
124. Sample, Kelly	FS Cashier	07/15/2013-
	TAA NTE 32 hrs (Attend CSEA negotiations meetings)	07/22/2013
125. Schmidt, Susan	Sch Secretary II	08/12/2013-
	TAA NTE 128 hrs (Assist with opening school)	08/30/2013
126. Schnitzer, Mary	Sch Secretary I	08/12/2013-
	TAA NTE 128 hrs (Assist with opening school)	08/30/2013
127. Sherman, Lynda	Sch Secretary I	08/12/2013-
	TAA NTE 128 hrs (Assist with opening school)	08/30/2013
128. Simmons, Ann	Sch Secretary II	08/12/2013-
	TAA NTE 128 hrs (Assist with opening school)	08/30/2013
129. Smith, Linda	Sch Secretary II	08/12/2013-
	TAA NTE 128 hrs (Assist with opening school)	08/30/2013

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**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
130. Stewart, Robert	Theater Manager TAA NTE 8 hrs	07/11/2013- 08/30/2013
131. Villella, Janet	Inst Asst-Presch TAA NTE 2 hrs (Assist with closing the classroom)	06/01/2013- 06/30/2013
132. Volk, Alma	Sch Clerk II TAA NTE 128 hrs (Assist with opening school)	08/12/2013- 08/30/2013
133. Vondrak, Louise	Sch Secretary I TAA NTE 128 hrs (Assist with opening school)	08/12/2013- 08/30/2013
134. Weiske, Marla	Sch Secretary I TAA NTE 128 hrs (Assist with opening school)	08/12/2013- 08/30/2013
135. White, Julia	Presch Teacher TAA NTE 8 hrs (Move to a new classroom)	07/15/2013- 08/30/2013

**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>
136. Rial, Lisa	Sch Bus Driver (9.5mo/40hpw)	Transp Dispatcher	R32-20	07/01/2013
137. Soderin, Dennis	Sch Bus Driver (9.5mo/40hpw)	Transp Dispatcher	R32-10	06/20/2013
138. Tucker, Susan	Sch Bus Driver (9.5mo/40hpw)	Transp Dispatcher	R32-20	06/20/2013

**APPROVE SUMMER EMPLOYMENT
PAY AT REGULAR RATE OF PAY**

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
139. Bailey-Hoerly, Colleen	Sub IF-Sp Ed	07/01/2013- 07/26/2013
140. Bechky-Kowarsky, Paula	IF-Sp Ed	07/01/2013- 07/26/2013
141. Booker, Alexis	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	07/01/2013- 07/26/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT
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APPROVE SUMMER EMPLOYMENT
PAY AT REGULAR RATE OF PAY (Cont.)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
142. Bran, Cara	Sub IF-Sp Ed	07/01/2013- 07/26/2013
143. Bridwell, Jody	Sub IF-Sp Ed	07/01/2013- 07/26/2013
144. Dunn, Chris	Sub IF-Sp Ed	07/01/2013- 07/26/2013
145. Hatcher, Josh	IF-Sp Ed	07/01/2013- 07/26/2013
146. Howell, Kristy	Sub IF-Sp Ed	07/01/2013- 07/26/2013
147. Johnson, Danielle	IF-Sp Ed	07/01/2013- 07/26/2013
148. Laveau, Lainie	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	07/01/2013- 07/26/2013
149. Torres, Ales	Sub IF-Sp Ed	07/01/2013- 07/26/2013

APPROVE SUMMER EMPLOYMENT

<u>Name</u>	<u>Current Position</u>	<u>Summer Position</u>	<u>Range Step</u>	<u>Effective Date</u>
150. Hanson, Robin	Sub Opportunity Asst	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	R22-1 R20-1	07/01/2013- 07/26/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT
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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. Alderson, Theresa	Substitute Teacher	District initiated	01/25/2011	06/30/2013
2. Avila, Bjorn	Teacher	Personal	09/02/2010	07/28/2013
3. Barrows, Paul	Teacher	Retirement	08/29/1997	06/13/2013
4. Ben-Jacob, Ashley	Substitute Teacher	District Initiated	04/25/2013	06/30/2013
5. Burdette, Maggie	Assistant Principal	Other Employment	09/03/1999	07/10/2013
6. Chappas, Danielle	Teacher	Temp Contract Expired	09/06/2011	06/20/2013
7. Doody, James	Substitute Teacher	District initiated	10/09/2012	06/30/2013
8. Fairchild, Vikki	Substitute Teacher	District initiated	05/15/2012	06/30/2013
9. Fernandez, Tiffany	Teacher	Temp Contract Expired	08/30/2012	06/20/2013
10. Henderson, Marie	Teacher	Temp Contract Expired	09/08/1975	06/20/2013
11. Jones, Douglas	Teacher	Temp Contract Expired	08/30/2012	06/20/2013
12. Khannakhjavani, Hafez	Teacher	Retirement	02/03/1992	06/21/2013
13. Merced, Veronica	Substitute Teacher	Voluntary	03/14/2013	06/30/2013
14. Oldroyd, Cory	Substitute Teacher	District initiated	05/24/2011	06/30/2013
15. Pratt, Jonathan	Teacher	Temp Contract Expired	02/14/2013	06/20/2013
16. Reames, Elaine	Substitute Teacher	District initiated	09/05/2012	06/30/2013
17. Rodriquez, Aimee	Teacher - LOA	Personal	10/11/2010	07/31/2013
18. Ross, Tara	Substitute Teacher	District initiated	03/01/2012	06/30/2013
19. Schwab, Diana	Substitute Teacher	District Initiated	05/10/2013	06/30/2013
20. Vanwie, John	Substitute Teacher	Voluntary	03/04/2013	06/30/2013
21. Vilorias, Asia	Substitute Teacher	District Initiated	04/25/2013	06/30/2013
22. Wahl, Sharon	Teacher	Retirement	03/30/2002	08/01/2013

APPROVE EMPLOYMENT

<u>Name</u>	<u>1st Year Temporary</u>	<u>Annual Salary</u>	<u>Column/ Step</u>	<u>Effective Date</u>
23. Beilstein, Cambria	Teacher	\$48,312	A-1	09/05/2013
24. Christensen, Denise	Teacher	\$48,312	A-1	09/05/2013
25. DeSalvo, Stacey	Teacher	\$48,312	A-1	09/05/2013
26. Gilman, Christine	Teacher	\$48,312	A-1	09/05/2013
27. Hellwig, Christina	Teacher	\$48,312	A-1	09/05/2013
28. Holst-Gavin, Jennifer	Teacher	\$48,312	A-1	09/05/2013
29. Ivory, Christine	Teacher	\$48,312	A-1	09/05/2013
30. Kempiak, Carol	Teacher	\$48,312	A-1	09/05/2013
31. Landis, Kathryn	Psychologist	\$75,925	P-1	08/15/2013

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APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>1st Year Temporary</u>	<u>Annual Salary</u>	<u>Column/ Step</u>	<u>Effective Date</u>
32. Litus, Lauren	Teacher	\$48,312	A-1	09/05/2013
33. Miller, Matthew	Teacher	\$48,312	A-1	09/05/2013
34. Moreno, Sergio	Teacher	\$48,312	A-1	09/05/2013
35. Osbahr, Christina	Teacher	\$48,312	A-1	09/05/2013
36. Reiser, Heidi	Teacher-60%	\$59,387	A-7	09/05/2013
37. Tambone, Brianne	Teacher	\$48,312	A-1	09/05/2013
38. Tapper, Joel	Teacher	\$48,312	A-1	09/05/2013
39. Tyson, Cheryl	Teacher	\$48,312	A-1	09/05/2013
40. Vega, Lisette	Teacher	\$48,312	A-1	09/05/2013
41. Wright, Vanessa	Teacher	\$55,128	C-2	09/05/2013

<u>Name</u>	<u>1st Year Probationary</u>	<u>Annual Salary</u>	<u>Column/ Step</u>	<u>Effective Date</u>
42. Dunlap, James	Teacher	\$51,753	A-3	09/05/2013

<u>Name</u>	<u>Position</u>	<u>Annual Salary</u>	<u>Column/ Step</u>	<u>Effective Date</u>
43. Carillo Pak, Debra	Director III, English Language Learner and Support Programs	\$104,507	56-4	08/15/2013

APPROVE RETIRED ADMINISTRATOR ON SPECIAL ASSIGNMENT

<u>Name</u>	<u>Assignment</u>	<u>Annual Salary</u>	<u>Effective Date</u>
44. Lewis, Rachael	Parent Support Network	Daily Per Diem	07/01/2013- 06/30/2014

APPROVE SPECIAL EDUCATION 6/5th ASSIGNMENT-FULL YEAR

45. Bauer, Barbara	52. Kunze-Thibeau, Lori
46. Breithaupt, Teresa	53. Laving, Melanie
47. Dorn, Michele	54. Laving, Steve
48. Halterman, Roger	55. Robustelli, Lucille
49. Hayden, Carolyn	56. Sills, Michelle
50. Khalaf, Reem	57. Snowden, Marybeth
51. Kollar, Barbara	58. Waterbury, Nilsa

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APPROVE ASSIGNMENT ADJUSTMENT

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
59. Balducci, Elizabeth	Teacher-100%	Teacher-80%	07/01/2013
60. Glaspell, Stefanie	Speech Pathologist-80%	Speech Pathologist-100%	07/01/2013
61. Kolenic, Nicole	Teacher-100%	Teacher-60%	07/01/2013
62. Mickelson, Lyndsey	Teacher-60%	Teacher-80%	07/01/2013
63. Tayne, Julie	Teacher-50%	Teacher-60%	07/01/2013
64. Tokatlian, Jodie	Speech Pathologist-80%	Speech Pathologist-60%	07/01/2013

APPROVE SUMMER SCHOOL

Extended School Year Home/Hospital Instruction – Special Education

Not to exceed 5 hpw pay @ hourly per diem rate

07/01/2013-07/27/2013

65. Martinez, Judith

APPROVE PART-TIME EMPLOYMENT WITH FULL RETIREMENT CREDIT

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
66. Love, Erin	Teacher-100%	Teacher-50%	07/01/2013
67. Kaplan, Paul	Psychologist-100%	Psychologist-60%	

APPROVE PARTNERSHIP TEACHING ASSIGNMENTS 2013-2014

<u>Name</u>	<u>School</u>	<u>Assignment</u>
68. Clark, Patti	Bathgate Elem	50%
69. Kleindienst, Michelle	Bathgate Elem	50%
70. Doane, Michele	Bathgate Elem	50%
71. Peterson, Christin	Bathgate Elem	50%
72. Chapman, Anne	Castille Elem	60%
73. Weber, Pam	Castille Elem	50%
74. Martin, Loretta	Canyon Vista Elem	60%
75. Mischel, Stephanie	Canyon Vista Elem	40%
76. Keim, Barbara	Concordia Elem	50%
77. Ramirez, Catherine	Concordia Elem	50%

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APPROVE PARTNERSHIP TEACHING ASSIGNMENTS 2013-2014 (Cont.)

<u>Name</u>	<u>School</u>	<u>Assignment</u>
78. Clark, Bernadette	Don Juan Avila Elem	50%
79. Koenig, Elisa	Don Juan Avila Elem	50%
80. Brick, Jill	George White Elem	50%
81. Dixon, Kendra	George White Elem	50%
82. Hutchinson, Jessica	Kinoshita Elem	50%
83. Tonai, Jennifer	Kinoshita Elem	50%
84. Cardwell, Linda	Laguna Niguel Elem	50%
85. Cunningham, Constance	Laguna Niguel Elem	50%
86. Moss, Jennifer	Las Flores Elem	50%
87. Smith, Laura	Las Flores Elem	50%
88. Agyekum, Carrie	Ladera Ranch Elem	40%
89. Dembiec, Liza	Ladera Ranch Elem	60%
90. Keith, Brooks	Ladera Ranch Elem	50%
91. Torres, Jennifer	Ladera Ranch Elem	50%
92. Griffin, Suzanne	Lobo Elem	50%
93. Weber, Freda	Lobo Elem	50%
94. Nye, Kelli	Lobo Elem	50%
95. Young, Marisa	Lobo Elem	50%
96. Lewis, Shelbi	John Malcom Elem	50%
97. Zaharek, Amy	John Malcom Elem	50%
98. Newman, Shari	Oak Grove Elem	40%
99. Theurer, Bernadette	Oak Grove Elem	60%
100. Roulinavage, Deanna	Oak Grove Elem	50%
101. Seitz, Andrea	Oak Grove Elem	50%
102. Balck, Jenni	Oso Grande Elem	50%
103. Shwam, Celina	Oso Grande Elem	50%

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APPROVE PARTNERSHIP TEACHING ASSIGNMENTS 2013-2014 (Cont.)

<u>Name</u>	<u>School</u>	<u>Assignment</u>
104. Bowers-Georgia, Lori	R.H. Dana Elem	60%
105. Stevens, Jennifer	R.H. Dana Elem	40%
106. Cox, Melissa	Tijeras Creek Elem	50%
107. Trainor, Tamara	Tijeras Creek Elem	50%
108. Guthrie, Krista	Tijeras, Creek Elem	50%
109. Mossbarger, Christine	Tijeras Creek Elem	50%

APPROVE ADDITIONAL ASSIGNMENTS

Voluntary Inquiry Based Training-Support to EL Learners in IB Program – Hankey Elem

Not to exceed 4 hours non-instructional pay @ \$30.00 per hour

09/05/2013

110. Aleman, Brianne	121. Franzi, Debra
111. Balwin, Jennifer	122. George, Sherri
112. Baptiste, Natalie	123. Grantz, Christine
113. Beitz, Kathryn	124. Lohmeier, Julie
114. Boothe, Lisa	125. Long, Jeffrey
115. Burridge, Christopher	126. Moothart, Susan
116. Cady, Scott	127. Paterno, Rocco
117. Cantacessi, Angela	128. Peterson, Beth
118. Chambers, Terry	129. Rumpf, Stacy
119. Coppola, Barbara	130. Sabina, Anne
120. Foote, Carole	131. Schoonover, Elisa

Voluntary Inquiry Based Training-Support to EL Learners in IB Program – Hankey Elem

Not to exceed 4 hours non-instructional pay @ \$30.00 per hour

09/05/2013

132. Serafini, Kay	134. Strome, Nancy
133. Smith, Jolene	135. Winters, Randi

Lead Teacher for Schools SIOP Program – Hidden Hills Elem

Not to exceed 30 hours non-instructional pay @ \$30.00 per hour

09/09/2013-06/24/2014

136. Russell, Jamie

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APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Leadership Meeting – RH Dana Elem

Not to exceed 4 hours non-instructional pay @ \$30.00 per hour
09/04/2013

- | | |
|-----------------------|-----------------------|
| 137. Cast, Jody | 141. Paradise, Susan |
| 138. Cooper, Laurie | 142. Pedersen, J. Ann |
| 139. Granja, Patricia | 143. Pitkin, Bonny |
| 140. McGaffin, Jan | |

Teaching Skills and Readiness for Incoming Kindergarten Students

Not to exceed 35 hours instructional pay @ \$35.00 per hour
08/12/2013-08/30/2013

- | | |
|-----------------------|---------------------|
| 144. Marcelli, Maybel | 145. Reyes, Maribel |
|-----------------------|---------------------|

Medical Support for Summer School – Health Services

Not to exceed 30 hours non-instructional pay @ \$30.00 per hour
07/22/2013-07/26/2013

146. Karolys, Andrea

Special Education Instructional Programs Boot camp Classes – Special Education

Not to exceed 2 hours non-instructional pay @ \$30.00 per hour
05/29/2013

147. Kubly, Troy

Development of CCSS Support Materials – Title II

Not to exceed 15 hours non-instructional pay @ \$30.00 per hour
06/24/2013-06/30/2013

- | | |
|--------------------|--------------------|
| 148. Guarino, Jody | 151. Simpson, Lori |
| 149. Love, Errin | 152. Sykes, Marie |
| 150. Palmer, Robin | |

APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
153. Aldrich, Sharon	Outdoor Education,	Malcom Elem	\$ 109.00	05/13/2013-
	Elementary		per night	05/14/2013
154. Alexander, Ted	Football,	Tesoro HS	\$3,044.00	08/30/2013-
	JV (Head)			11/08/2013
155. Balch, Jenni	Outdoor Education,	Oso Grande Elem	\$ 109.00	04/22/2014-
	Elementary		per night	04/24/2014

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APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
156. Bartlett, Stephanie	ASB Elementary-50%	Benedict Elem	\$ 652.00	09/09/2013-01/31/2014
157. Berger, Ann	Outdoor Education, Elementary	Oso Grande Elem	\$ 109.00 per night	04/22/2014-04/25/2014
158. Crandall, Lori	ASB Elementary-50%	Benedict Elem	\$ 652.00	02/03/2014-06/23/2014
159. Cuevas, Kristine	ASB Elementary	Laguna Niguel Elem	\$ 1,304.00	09/09/2013-06/23/2014
160. Dahlgren, Brenda	Student Council Advisor-50%	Vista Del Mar Elem	\$ 652.00	09/09/2013-06/23/2014
161. Davis, Nicole	Student Council Advisor-50%	Vista Del Mar Elem	\$ 652.00	09/09/2013-06/23/2014
162. Ender, Pamela	Lead Psychologist	Special Education	\$ 4,348.00	07/01/2013-06/30/2014
163. Flowers, Aaron	Athletic Director, Girls Football, Varsity (Head) Safety Equipment	San Juan Hills HS	\$ 4,348.00 \$ 3,913.00 \$ 3,478.00	09/09/2013-06/23/2014 08/01/2013-11/07/2013 02/03/2014-06/23/2014
164. Gonzalez, Armando	Athletic Director, Boys Safety Equipment	San Juan Hills HS	\$ 4,348.00 \$ 3,478.00	09/09/2013-06/23/2014 09/09/2013-01/31/2014
	Football, Varsity (Asst)		\$ 3,478.00	08/01/2013-11/07/2013
165. Hall, Kimberly	Outdoor Education, Elementary	Oso Grande Elem	\$ 109.00 per night	04/22/2014-04/25/2014
166. Hanaford, Laura	Lead Speech Pathologist	Special Education	\$ 4,348.00	07/01/2013-06/30/2014
167. Karolys, Andrea	Lead Nurse-50%	Health Services-SpEd	\$ 2,174.00	07/01/13-06/30/2014
168. Kincaid, Mitzi	Volleyball, Girls Varsity (Head)	San Juan Hills HS	\$ 3,261.00	08/01/2013-11/07/2013
169. Larwood, Susan	ASB Elementary	Don Juan Avila Elem	\$ 1,304.00	09/09/2012-06/11/2013
170. Lorenz, Barbara	Outdoor Education, Elementary	Malcom Elem	\$ 109.00 per night	05/14/2013-05/15/2013

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APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
171. Malone, Julee	Lead Nurse-50%	Health Services-SpEd	\$ 2,174.00	07/01/2013-06/30/2014
172. Martin, Robert	Outdoor Education, Elementary	Malcom Elem	\$ 109.00 per night	05/21/2013-05/22/2013
173. Mednick, Melissa	Outdoor Education, Elementary	Oso Grande Elem	\$ 109.00 per night	04/22/2014-04/25/2014
	ASB Elementary-50%		\$ 652.00	09/03/2013-06/25/2014
174. Pianta, Rebecca	ASB Elementary	Hankey K-8	\$ 1,304.00	09/05/2012-06/11/2013
175. Poston, Matthew	Football, Varsity (Head)	Tesoro HS	\$ 3,913.00	08/30/2013-11/08/2013
176. Reimer, Nona	ASB Elementary	Malcom Elem	\$ 1,304.00	09/05/2012-06/11/2013
177. Shwam, Celina	Outdoor Education, Elementary	Oso Grande Elem	\$ 109.00 per night	04/22/2014-04/25/2014
178. Young, Michael	ASB Elementary	George White Elem	\$ 1,304.00	09/09/2013-06/23/2014

APPROVE LEAVES OF ABSENCE

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
179. Fragassi, Kari	Child Care	2013-2014