

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

BOARD OF TRUSTEES
Regular Meeting

May 27, 2015

Closed Session 5:30 p.m.
Open Session 7:00 p.m.

AGENDA

CLOSED SESSION AT 5:30 P.M.

1. CALL TO ORDER

2. CLOSED SESSION COMMENTS

3. CLOSED SESSION (as authorized by law)

A. CONFERENCE WITH LEGAL COUNSEL–EXISTING LITIGATION EXHIBIT A

Sara Young
Number of Cases – One
OAH Case Number 2014100989/2014120052
(Pursuant to Government Code §54956.9)

B. CONFERENCE WITH LEGAL COUNSEL–EXISTING LITIGATION

Attorney Dan Spradlin
Number of Cases – One
Case Number 30-2013-00690413
(Pursuant to Government Code §54956.9)

C. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION EXHIBIT C

Significant Exposure to Litigation – One Case
(Pursuant to Government Code §54956.9)

D. PUBLIC EMPLOYEE EMPLOYMENT/APPOINTMENT EXHIBIT D

Coordinator, Student Study Team/504
(Pursuant to Government Code §54957)

E. STUDENT EXPULSIONS EXHIBIT E1-E5

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

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.

CALL TO ORDER – ROLL CALL

PLEDGE OF ALLEGIANCE

ADOPTION OF THE AGENDA

REPORT ON CLOSED SESSION ACTION

SPECIAL RECOGNITIONS

Melissa Washington, Jennifer Jacobson, and Wendy Washington – CUSD Teachers of the Year
Paola PazSoldan – STEM Education
Vincent McFadden, John Renard, Connor Suggs, Kaitlyn Cook, Jean-Michael Depew, Jackson Zoch –
Accepted at Military Academies
Ed Molina, Patrick Landeros, Eddie Molina, Donovan Shreve, and Sahand Zargari – GRIP Program
Student Body President’s Report – Adult Transition

BOARD AND SUPERINTENDENT COMMENTS

ORAL COMMUNICATIONS (Non-Agenda Items)

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

DISCUSSION/ACTION ITEMS

1. CITIZEN’S REQUEST:

Board Policy 9322, *Agenda/Meeting Materials*, states any member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. Jennifer Miramontes requested the placement of an agenda item to address the Board regarding residency verification for impacted schools. This is an information item only and no Board action is necessary.

Contact: *Kirsten M. Vital, Superintendent*

Staff Recommendation

It is recommended the Board President recognize Jennifer Miramontes to present this item.

INFORMATION
DISCUSSION
Page 1
EXHIBIT 1

2. JOURNEY SCHOOL’S REQUEST FOR CHARTER PETITION RENEWAL:

The District approved the initial Journey School Charter Petition on February 14, 2000. The District formally accepted Journey School’s request to renew its Petition on February 25, 2015. In accordance with Education Code §47605(b), the District held a public hearing on the provisions of the charter to consider the level of support for the Petition by parents, teachers, and employees of the District on March 11, 2015. This item presents staff’s recommendation to approve Journey School’s request for a five-year renewal of its charter petition. Due to the size of the Petition, a copy is posted online on the District Board Agendas and Supporting Documentation page.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

Contact: *Julie Hatchel, Assistant Superintendent, Communications and Public Relations*

DISCUSSION/
ACTION

Staff Recommendation

It is recommended the Board President recognize Julie Hatchel, Assistant Superintendent, Communications and Community Relations, to present this item.

Following discussion, it is recommended the Board of Trustees approve Journey School's request for a five-year renewal of its charter petition.

Motion by _____ Seconded by _____

3. DISTRICT VISION/MISSION/GOALS:

At the March 18 and April 29 Board and Superintendent Workshops, the Board has been working on developing a District Vision, Mission, and three Wildly Important Goals (WIGs). Trustees have selected Teaching and Learning, Communication, and Facilities as the three WIG areas for 2015-2016. This item provides the opportunity for Trustees to discuss the draft District Vision, Mission, and WIGs in open session, and provide further direction to staff for defining the WIGs. The District's Vision, Mission, and WIGs will be presented for Discussion/Action at the June 10 Board meeting.

CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Kirsten M. Vital, Superintendent

INFORMATION/
DISCUSSION
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EXHIBIT 3

Staff Recommendation

It is recommended the Board President recognize Kirsten Vital, Superintendent, to present information on this item and answer any questions Trustees may have. This is an information item only and no Board action is necessary.

4. FINANCIAL REPORT – GOVERNOR'S 2015-2016 PROPOSED BUDGET AND MAY REVISION UPDATE:

The Board of Trustees will be provided with a report on the May Revision workshop held May 20, 2015, in Ontario. The report will provide the estimated fiscal impact of the May Revision, as compared to the Governor's January Budget Proposal.

CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

INFORMATION/
DISCUSSION
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EXHIBIT 4

Staff Recommendation

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

5. LOCAL CONTROL ACCOUNTABILITY PLAN UPDATE:

As part of the new funding system for schools in California, Local Control Funding Formula (LCFF), the Legislature included an accountability component known as the Local Control and Accountability Plan (LCAP). In developing its LCAP, the District must solicit input and consult with stakeholders. Staff will share the draft LCAP, next steps, and our communication with stakeholders, as well as the Orange County Department of Education's (OCDE) initial feedback on the document. The revised LCAP will be submitted to OCDE for final approval in June with the newly developed Wildly Important Goals.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contacts: Michelle Le Patner, Assistant Superintendent, Education Services

INFORMATION/
DISCUSSION
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EXHIBIT 5

Staff Recommendation

It is recommended the Board President recognize Kirsten Vital, Superintendent, to present information on this item and answer any questions Trustees may have. This is an information item only and no Board action is necessary.

6. TEAMSTERS LOCAL 952 CONTRACT REOPENER PROPOSAL FOR THE 2015-2016 SCHOOL YEAR:

DISCUSSION/
ACTION
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EXHIBIT 6

The current Collective Bargaining Agreement between the District and Teamsters Local 952 expires on June 30, 2015. On May 8, 2015, Teamsters presented the District with the Association's reopener proposal. Board Policy 4143.1, *Public Notice – Issues of Meeting and Negotiations*, describes the steps to be taken by the Board and its authorized representatives in order to enter into a new Agreement with an exclusive bargaining unit.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees accept receipt of the Teamsters Local 952 contract reopener proposal.

Motion by _____ Seconded by _____

7. DISTRICT CONTRACT REOPENER PROPOSAL TO TEAMSTERS LOCAL 952 FOR THE 2015-2016 SCHOOL YEAR:

DISCUSSION/
ACTION
Page 17
EXHIBIT 7

Board Policy 4143.1, *Public Notice – Issues of Meeting and Negotiations*, describes the steps to be taken by the Board and its authorized representatives in order to enter into a new Agreement with an exclusive bargaining unit. As the District continues to develop and implement recovery measures, it remains cautiously optimistic for the future. The District is submitting its proposal so 2015-2016 negotiations may be addressed within the context of the District's Road to Recovery.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

Staff Recommendation:

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

Following discussion, it is recommended the Board of Trustees approve the District's contract reopener proposal to Teamsters Local 952.

Motion by _____ Seconded by _____

8. PROCESS FOR COMMUNITY ENGAGEMENT ON SAFE, COOL, WARM, AND DRY FACILITIES:

INFORMATION/
DISCUSSION
Page 19
EXHIBIT 8

A committee process for engaging the community is being developed to look at the District's need for safe, cool, warm, and dry facilities. An information presentation by staff and the District's financial advisor, Government Financial Strategies, will discuss key features of the suggested committee process, the syllabus of topics to be discussed, a schedule of events, and the goals for the committee process.

CUSD Strategic Plan Pillar 5: Effective Operations

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

Staff Recommendation

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

9. FACILITIES PROJECTS AND FUNDING:

At the Board meeting on April 22, 2015, staff provided Trustees with an overview of the District’s facilities needs and potential solutions relating to high school capacity, as well as other important facility upgrades contemplated for the next several years. Staff will continue the discussion and request Trustees to approve the proposal as presented.

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 approve the presented proposal.

Motion by _____ Seconded by _____

DISCUSSION/
ACTION
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EXHIBIT 9

10. FIRST READING – REVISIONS TO BOARD POLICY 1330, USE OF FACILITIES:

As changes occur in Education Code or precedent-setting lawsuits, it becomes necessary to update policies. Revised Board Policy 1330, *Use of School Facilities*, is to provide the District, the Board, and employees with up-to-date information to ensure the District meet legal provisions surrounding the use of District facilities. There is no financial impact. Changes are underlined; deletions are struck through.

CUSD Strategic Plan Pillar 5: Effective Operations

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

Staff Recommendation

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

INFORMATION/
DISCUSSION
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EXHIBIT 10

10A TRUSTEE REQUEST FOR DISCUSSION REGARDING WHETHER TO HIRE AN INDEPENDENT INVESTIGATOR:

At the May 13 Board meeting, Trustee Alpay formally requested staff agendize an item on the next Board meeting agenda for Trustee discussion regarding the authorization of an independent investigation of the facts and circumstances surrounding Michael Halt’s personnel matter.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Kirsten M. Vital, Superintendent

Staff Recommendation

It is recommended the Board President recognize Trustee John Alpay, to present this item.

Following discussion, Trustee Alpay is recommending the Board of Trustees approve the authorization for staff to hire an independent investigation of the facts and circumstance surrounding Michael Halt’s personnel matter.

Motion by _____ Seconded by _____

DISCUSSION/
ACTION

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

11. SCHOOL BOARD MINUTES:

Approval of the minutes of the May 13, 2015, regular Board meeting.
Contact: Jane Boos, Manager, Board Office Operations

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EXHIBIT 11

CURRICULUM & INSTRUCTION

12. CONSIDERATION TO ALLOW A MULTI-SCHOOL AGREEMENT DANA HILLS HIGH SCHOOL AND CAPISTRANO CONNECTIONS ACADEMY CHARTER SCHOOL:

Approval of the Multi-School Agreement between Dana Hills High School and Capistrano Connections Academy Charter School. This agreement would enable students enrolled at Capistrano Connections Academy Charter School to participate in athletic programs and competitions for Dana Hills High School that live within the Dana Hills High School attendance boundary. District Board approval would send this item to the Coast View Athletic Association for consideration.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

Contact: Michelle Le Patner, Assistant Superintendent, Education Services

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EXHIBIT 12

13. ORDER CONFIRMATION AND RELATED GENERAL TERMS AND CONDITIONS WITH MELTWATER NEWS US INCORPORATED:

Approval of Order Confirmation and related General Terms and Conditions with Meltwater News US, Incorporated. This contract provides daily analysis of specific print, broadcast, and social media coverage of the District and relevant educational topics. The vendor has agreed to maintain the same pricing for fiscal year 2015-2016, as previously negotiated.

CUSD Strategic Plan Pillar 1: Community Relations

Contact: Julie Hatchel, Assistant Superintendent, Communications and Community Relations

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EXHIBIT 13

BUSINESS & SUPPORT SERVICES

14. PURCHASE ORDERS, COMMERCIAL WARRANTS, AND PREVIOUSLY BOARD – APPROVED BIDS AND CONTRACTS:

Approval of purchase orders (Attachment 1) and commercial warrants (Attachment 2). The expenditures related to the listed purchase orders and commercial warrants included in this item were previously authorized as part of the District's budget approval process. The purchase orders total \$1,505,982.52 and the commercial warrants total \$5,432,151. Attachment 3 is a list of previously Board-approved bids and contracts to assist in the review of the purchase order and commercial warrant listings. Attachment 4 is a list of previously Board approved by vendor warrants exceeding \$250,000. *CUSD Strategic Plan Pillar 5: Effective Operations*

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

Page 71
EXHIBIT 14

15. **DONATION OF FUNDS AND EQUIPMENT:** Page 101
EXHIBIT 15
 Approval of donations of funds and equipment. A number of gifts have been donated to the District, including \$75,291.28 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
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
16. **INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE, AND MASTER CONTRACT AGREEMENTS:** Page 103
EXHIBIT 16
 Approval of the District standardized Independent Contractor, Professional Services, Master Contract, and Field Service Agreements. Due to state budget cuts to schools over the last several years, staff requests contractors to reduce their fees for services by ten percent. The expenditures related to the listed agreements were previously authorized as part of the District's budget approval process. The exhibit shows one new agreement totaling \$50,000, four ratifications of new agreements totaling \$29,150, six extensions to existing agreements totaling \$154,000, and three amendment ratifications to existing agreements totaling \$47,080. 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.
CUSD Strategic Plan Pillar 2: Safe and Healthy Schools
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
17. **AWARD BID NO. 1415-16, SHORECLIFFS MIDDLE SCHOOL ROOF REPLACEMENT AND REPAINTING:** Page 219
EXHIBIT 17
 Approval of Award of Bid No. 1415-16, Shorecliffs Middle School Roof Replacement and Repainting. On December 10, 2015, the Board of Trustees authorized staff to commence bidding the Shorecliffs Middle School project. Bids were received and opened on May 5, 2015; the three received bids are included in Exhibit A. The order of preference for determining the lowest responsive bidder is the lowest total price of the base bid plus Alternate 2, as described in the bid documents and Section 1.8(G) of the Scope of Work, which is included in Exhibit B. Letner Roofing Company was the lowest responsive bidder at \$2,052,531, funded by Fund 23 (SFID Bond Funds).
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
18. **AWARD BID NO. 1415-19, LAS FLORES ELEMENTARY SCHOOL NEW PORTABLE RESTROOM BUILDING AND ASSOCIATED SITE WORK:** Page 231
EXHIBIT 18
 Approval of Award of Bid No. 1415-19, Las Flores Elementary School New Portable Restroom Building and Associated Site Work. On March 25, 2015, the Board of Trustees authorized staff to commence bidding the Las Flores Elementary School project. Bids were received and opened on May 1, 2015; the four bids received are included in Exhibit A. The lowest base bid was used to determine the lowest responsive bidder. George A. Dominguez dba G.A. Dominguez was the lowest responsive bidder at \$138,400, funded by Community Facilities District (CFD) 92-1 Las Flores.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

19. AWARD BID NO. 1415-20, DANA HILLS HIGH SCHOOL NEW PORTABLE WRESTLING ROOM BUILDING, NEW PORTABLE RESTROOM BUILDING, AND ASSOCIATED SITE WORK:

Page 239
EXHIBIT 19

Approval of Award of Bid No. 1415-20, Dana Hills High School New Portable Wrestling Room Building, New Portable Restroom Building, and Associated Site Work. On March 25, 2015, the Board of Trustees authorized staff to commence bidding the Dana Hills High School Portable Building project. Bids were received and opened on May 1, 2015; the seven bids received are included in Exhibit A. The lowest base bid was used to determine the lowest responsive bidder. GDL Best Contractors, Incorporated, was the lowest responsive bidder at \$275,000 and has requested relief of bid due to a clerical error that resulted in a materially lower-than-intended bid. Per Public Contract Code §§5100-5110, Relief of Bidders; the District may relieve a bidder due to a mistake in bid submission, causing the bid to be materially different than intended, and award the contract to the second lowest bidder, if it is in the best interest of the District to do so. Staff is recommending the relief of GDL Best Contractors, Incorporated, from the bid for the Dana Hills High School Portable Building project due to a mistake in bid submission, and award the second lowest bid to R. Jensen Company, Incorporated, at the price of \$308,000, funded by Fund 25, Developer Fees and School Facility Improved (SFID) funds.

CUSD Strategic Plan Pillar 5: Effective Operations

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

20. AWARD BID NO. 1415-21, OXFORD PREPARATORY ACADEMY NEW PORTABLE RESTROOM BUILDING AND ASSOCIATED SITE WORK (LOCATED AT BARCELONA HILLS CAMPUS):

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EXHIBIT 20

Approval of Award of Bid No. 1415-21, Oxford Preparatory New Portable Restroom Building and Associated Site Work. On March 25, 2015, the Board of Trustees authorized staff to commence bidding the Oxford Preparatory Academy project located on the Barcelona Hills campus. Bids were received and opened on April 30, 2015; the five bids received are included in Exhibit A. The lowest base bid was used to determine the lowest responsive bidder. George A. Dominguez dba G.A. Dominguez was the lowest responsive bidder at \$148,000, funded by Fund 25, Developer Fees.

CUSD Strategic Plan Pillar 5: Effective Operations

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

21. RETAINER AGREEMENT WITH BURKE, WILLIAMS & SORENSEN, LLP:

Page 255
EXHIBIT 21

Approval of Retainer Agreement with Burke, Williams & Sorensen, LLP to provide legal counsel relating to the District's Community Facilities Districts (CFDs). The term of this Agreement is May 5, 2015, through June 30, 2015. There are no financial implications on the general fund, as the work commissioned will be paid by administrative expense funds of the respective CFD.

CUSD Strategic Plan Pillar 5: Effective Operations

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

22. END-USER LICENSE AGREEMENT FOR EXPERIAN QAS SOFTWARE AND SERVICES AND PROPRIETARY INFORMATION AGREEMENT:

Page 257
EXHIBIT 22

Approval of End-User License Agreement for Experian QAS Software and Services Agreement and Proprietary Information Agreement to provide address verification and other student attendance monitoring services. The term of this Agreement is May 28, 2015, through May 27, 2017. The costs of these services are \$500 per year funded by the general fund.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Michelle Le Patner, Assistant Superintendent, Education Services

PERSONNEL SERVICES

23. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CLASSIFIED EMPLOYEES:

Page 275
EXHIBIT 23

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

24. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED EMPLOYEES:

Page 277
EXHIBIT 24

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

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

Motion by _____ Seconded by _____

ROLL CALL:

Student Advisor Akhil Patel	_____	Trustee McNicholas	_____
Trustee Alpay	_____	Trustee Pritchard	_____
Trustee Hanacek	_____	Trustee Reardon	_____
Trustee Jones	_____	Trustee Hatton-Hodson	_____

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

ADJOURNMENT

Motion by _____ Seconded by _____

THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS WEDNESDAY, JUNE 10, 2015, 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.

May 15, 2015

Dear CUSD Staff and Board of Trustees,

Ladera Ranch parents are pleased with CUSD's response to the concerns regarding impacted schools in Ladera Ranch. Parents have been notified at all four Ladera Ranch schools (Chaparral Elementary, Ladera Ranch Elementary, Ladera Ranch Middle School, and Oso Grande Elementary) that the district will "rigorously enforce student residency requirements for the upcoming school year in Ladera Ranch."¹

As outlined in a letter to all Ladera Ranch school parents, sent via listserv on May 8, 2015, from Mr. Mike Beekman, CUSD's Executive Director of Safety and Student Services, address verification must be completed by all families attending Ladera Ranch schools by May 22, 2015. Additionally, the letter stated that, "...investigators will follow up on all discrepancies and missing information and will report confirmed falsification to the District's Student Services Department." Finally, the letter noted that a reporting form has been added to the CUSD website to allow for "...anonymous reports of suspected falsification of residency."

These measures are appreciated and are considered a step in the right direction for the students of Ladera Ranch. However, parents remain concerned that once verification has been completed for the 2015-2016 school year, this process will cease and address verification will no longer be conducted for future years. As projected enrollment for Ladera Ranch schools is not expected to decrease significantly in future years², **Ladera Ranch parents are requesting that a district wide policy regarding annual residency verification at all schools be adopted prior to the 2015-2016 school year.**

Additionally, parents are asking CUSD to consider a formal Residency Verification Process similar to that of Irvine Unified School District (IUSD). IUSD utilizes both address verification through documentation and an affidavit acknowledging and agreeing to a number of provisions, including notification of district staff within five days of changing residences.³ A process similar to this would put the responsibility and consequences of accurate residency reporting on the parents, alleviating the administrative burden of district staff.

The concerned parents of Ladera Ranch are hopeful that CUSD will implement the changes noted above in order to act in the best interest of the students. Parents are requesting that CUSD continues to provide regular correspondence regarding the residency verification process, the results of the above noted measures and the resulting implications to the campuses of Ladera Ranch Elementary and Ladera Ranch Middle Schools.

Sincerely,

The Concerned Families of Ladera Ranch

¹ See letter from Mike Beekman, Executive Director, Safety and Student Services, CUSD, May 5, 2015, attached

² See LRES Enrollment Data, attached

³ See IUS Residency Verification form, attached

May 5, 2015

Dear Parents:

To ensure that students are attending their appropriately designated school, the Capistrano Unified School District will rigorously enforce student residency requirements for the upcoming school year in Ladera Ranch. School residency indicates that a student is physically residing in the identified address. Each family will be required to resubmit two acceptable forms of residency verification. The District will use an address verification company and a private investigator in this process.

Acceptable verification documents include: current utility bill (gas, electric, water or sewer) AND current mortgage or lease/rental agreement. An escrow statement followed by verification of escrow closing is an acceptable substitute. Documentation may be submitted daily from 7:00 a.m. – 4:00 p.m. at the school's reception desk. On May 11, 12, 19 and 20th the hours will be extended to 7:00 p.m.

The deadline for submission of the above documents to the school site is May 22, 2015, at 3 p.m.

The school district has received reports of widespread residency falsification in Ladera Ranch schools. A new reporting form is provided on the Capistrano Unified School District website that may be used to submit anonymous reports of suspected falsification of residency.

Relying on our records, required verification documents, and anonymous reports, investigators will follow-up on all discrepancies and missing information and will report confirmed falsification to the District's Student Services Department. Students without proper documentation will be reassigned to their school of residence for the 2015-16 school year.

Upon receiving this letter, if you believe that your own circumstances will result in reassignment of your student, I urge you to contact the Student Services Department directly at the earliest possible date for confidential processing. No student will be reassigned for the 2014-15 school year.

Ladera Ranch is fortunate to have some of the finest schools in California. These schools have attracted families residing outside the community, resulting in an impact on school capacity. The school district is committed to alleviating overcrowding by verifying that each student is enrolled in his or her neighborhood or approved School of Choice. While we recognize this is an inconvenience, it has become necessary to preserve the quality and safety of the learning environment for students in Ladera Ranch.

Thank you for your understanding and support. If you have any questions, please contact your school site Principal or this office.

Sincerely,

Mike Beekman
Executive Director, Safety and Student Services

LRES Enrollment/LRMS Projected Enrollment

LRES	Current Enrollment				
Kindergarten	151				
1st	129				
2nd	153				
3rd	146				
4th	153				
5th	158				
Total:	890				
LRMS*	Projected Enrollment				
Facility Capacity	1344				
2014/15	1418				
2015/16	1482				
2016/17	1542				
2017/18	1490				
2018/19	1429				
	*Data taken from the 2013/2014 School Accountability Report for the 3 Ladera Elementary Schools. All 3 schools were added together by grade level. Then those grades were added up based on the grades that will be enrolled at LRMS at the same time during Jr. High.				



Irvine Unified School District
RESIDENCY VERIFICATION FORM

School Year 2015-2016

Current School: _____

Student Perm. ID: _____

Please check here if address is different than last year.

The Irvine Unified School District may ONLY enroll students whose Parent(s) or Guardian(s) reside within school district boundaries (Education Code 48204). This form has been provided to help us verify the location of your residence. In cases in which residency is in question, the Office of Student Services can investigate by making a home visit. Residency verification is a parent responsibility and falsification of information provided on this document **will be grounds for immediate cancellation of enrollment**. Please **attach copies** of the information requested below so that we may legally enroll/re-enroll your child in the Irvine Unified School District:

Student Name: _____ DOB: _____ Current Grade: _____
 (Last Name) (First Name)

Parent/Guardian Name: _____ Home Phone #: () _____
 (circle one above) Work Phone #: () _____

Address: _____
 Number Street City Zip Code

Please check the box below indicating the form of *Verification of Identity* you will submit as the student's parent, caregiver, licensed foster agency or group home representative, or California Superior Court-appointed legal guardian:

- A Driver's License (any photo driver's license or CA ID Card is permitted) *or*,
- A passport with photo ID
- If an agent or representative of social services or foster care agency, appropriate identification.

Please check the box below indicating the **two forms** you will submit as residency verification that *reflect your name and the current address* you list above:

- Current Electric bill (both parts, top & bottom, in English) or verification of electrical service connection.**
- Current Southern California Gas bill (both parts, top & bottom, in English) or verification of gas service connection.**
- Current Cable bill (both parts, top & bottom, in English)
- Current Property Tax or Income Tax Documents (from the IRS, State, and/or County)
- Current Water (both parts, top & bottom, in English) or verification of water service connection.**
- Current Waste Management Bill (both parts, top & bottom, in English)
- Current Payroll Stub (both name and address must appear on payroll stub)
- Current Social Services documents
- UCI Housing; an official UCI document asserting the person resides in student housing, which usually covers gas and electric.
- If you are a renter and do not pay utilities because it is included in the rent, we will need a letter from the lessor and/or a copy of the rental agreement stating that utilities are included.

** Note: In the event a utility service connection is used as proof of residency, then a utility bill (both parts, in English) must be provided **within 45 days** to assure continued enrollment. (Home visitations are made during the first six months of attendance.)

Residency Affidavit Form
 Completed *Residency Affidavit Form* attached.

Please do not sign this form if any statements above are incorrect.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature of Parent/Guardian: _____ Date: _____

Staff Only:

Referring School: _____ School Official: _____ Phone: _____ Date: _____



Irvine Unified School District
RESIDENCY VERIFICATION AFFIDAVIT FORM
(Please complete one form for each school)

School Year 2015-2016



HOME OWNER RENTER CO-RESIDENT (See Co-Resident Form) OTHER (Specify) _____

California law requires all persons between the ages of 6 and 18 to attend the school district in which their parents reside unless a specific statutory exception applies. (See Cal. Educ. Code §§ 48200, et seq.) The Irvine Unified School District ("District") is required to take appropriate steps to ensure that students attending its schools satisfy applicable laws. This Residency Verification Form must be completed, signed and submitted with appropriate documentation demonstrating compliance with California's residency laws.

DO NOT SIGN THIS FORM IF ANY OF THE STATEMENTS IS INCORRECT. Evidence that false information was provided will result in immediate withdrawal of the student from school and may lead to criminal and/or financial penalties.

Student: _____
 Last Name First Name Current School: _____ Current Grade: _____

Parent/Guardian: _____ Home Phone: () _____
 Work/Cell Phone: () _____

Address: _____
 Number Street City Zip Code

NOTE: If legal custody of the student is split between two parents, you must provide a certified copy of the court order identifying each parent's respective physical and legal custody award. You also must inform the District of any changes to the court order within (5) days.

Please list below the names of additional siblings who attend the same school:

Student: _____ School: _____ Grade: _____
 (Last Name) (First Name)

Student: _____ School: _____ Grade: _____
 (Last Name) (First Name)

Student: _____ School: _____ Grade: _____
 (Last Name) (First Name)

Student: _____ School: _____ Grade: _____
 (Last Name) (First Name)



I acknowledge and agree to the following: (initial each statement below):

(Initial) My student (listed above) resides with me five (5) days per week at the address listed above, which is my primary residence.

NOTE: If your child does not reside with you five (5) days per week at the above-listed address, please initial here _____ instead, and attach a written explanation of where and with whom your child resides each day of the week.

(Initial) I agree to notify the District/School within (5) days when I change my residence or that of my student to a new address, either within or outside the District.

(Initial) Home visitation and/or other residency verification is part of a periodic process to confirm current residency status.

(Initial) The District will actively investigate all cases where it has reason to believe that residency status has changed and/or false information has been provided, including the use of private investigators to verify residency status. Verification may include home visits.

(Initial) The District may refer cases in which false information has been intentionally provided under penalty of perjury to the District Attorney's office for further action and/or file a civil action to recover damages incurred as a result of providing false information.

(Initial) Persons who provide false information under penalty of perjury are subject to criminal prosecution for perjury which is punishable by a fine and/or prison term of up to four years in state prison. (Family Code §6552; Penal Code §118, 125)

(Initial) Persons providing false information under penalty of perjury also may be civilly liable for fraud, negligent misrepresentation, and negligence. Parties found civilly liable may be required to pay all damages caused to the District as a result of providing false information, as well as punitive damages. (Civil Code § 1709)

(Initial) Persons who induce, obtain or otherwise solicit another person to provide false information on an affidavit are subject to the same criminal prosecution, fines, and imprisonment as the person directly committing perjury. (Penal Code §127)

(Initial) Investigations that reveal students have enrolled on the basis of providing false information will lead to disenrollment and/or withdrawal from the District.

I swear (or certify) under penalty of perjury that the foregoing is true and correct, and that any and all copies of documents submitted to verify my residency are true and correct copies of the original documents, and that any and all documents submitted have not been altered except for the crossing out of dollar amounts and account numbers, which is permitted for the purposes of this Residency Verification Affidavit.

Executed on the date below in the County of _____, California.

Signature of Parent/Guardian

Date

***In order to validate the residency affidavit, the parent/legal guardian signature must be witnessed by an adult who is not a family member.**

Witness

Date



Irvine Unified School District
CO-RESIDENCY SUPPLEMENTAL FORM
(Supplement to Residency Verification Affidavit)

This Co-Residency Supplemental Form must be completed and attached to the Residency Verification Affidavit only by those parents/guardians who share a home with another individual or family member.

The primary resident/owner of the shared home is required to complete this section and attach a copy of the following items below:

- His/hers driver's license or passport with photo ID
Two proofs of residency from the list on the Residency Verification Form:

I, _____ (primary resident/owner) declare that I am the primary resident/owner of the address listed on Page 1 of this Residency Verification Affidavit and that the person(s) claiming the address on Page 1 reside(s) with me at least five (5) days per week. I further declare that all of the information provided in this Residency Verification Affidavit, including information provided by the parent(s)/guardian(s), is true and correct. I understand that home visitation and/or residency verification is a part of a periodic process to confirm residency established by a Residency Verification Affidavit. I will submit the required pieces of evidence to verify my residency. I agree to notify the Irvine Unified School District if there is any change in the status of the residency of the persons listed on Page 1 or myself.

I swear (or certify) under penalty of perjury that the foregoing is true and correct.

Executed on the date below in the County of _____, California.

Signature of Primary Resident/Owner* Date

* In order to validate the residency affidavit, the signature of the Primary Resident/Owner must be notarized by a public notary.

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public Date

DRAFT VISION, MISSION, and WIGs

Draft Vision: An unwavering commitment to student success. (Board drafted at workshop on April 29, 2015)

Draft Mission: To prepare our students to meet the challenges of a rapidly changing world. (Board drafted at workshop on April 29, 2015)

Draft Wildly Important Goals (WIGs):

Teaching and Learning

Proposed:

1. Engage students in a challenging and innovative educational experience. (Board drafted at workshop on April 29, 2015)

Or

2. Engage students in a meaningful, challenging, and innovative educational experience resulting in increased post-secondary options for all students.

Communications

Proposed:

1. Update and improve communication measures by increasing community outreach with all stakeholders.

Or

2. Increase community outreach by actively engaging students, parents, employees, and community members with Districtwide and community-specific decisions.

Or

3. Implement community outreach by increasing communication and actively involving students, parents, employees, and community members.

Facilities

Proposed:

1. The facilities and infrastructure of CUSD will be designed with community engagement to optimize student learning in a safe, energy efficient, sustainable, and attractive environment that outlines both long- and short-term plans.

**"Empowering
Students for
Success"**



Capistrano Unified School District

2015-2016 Governor's May Revised Budget

May 27, 2015

Capistrano Unified School District

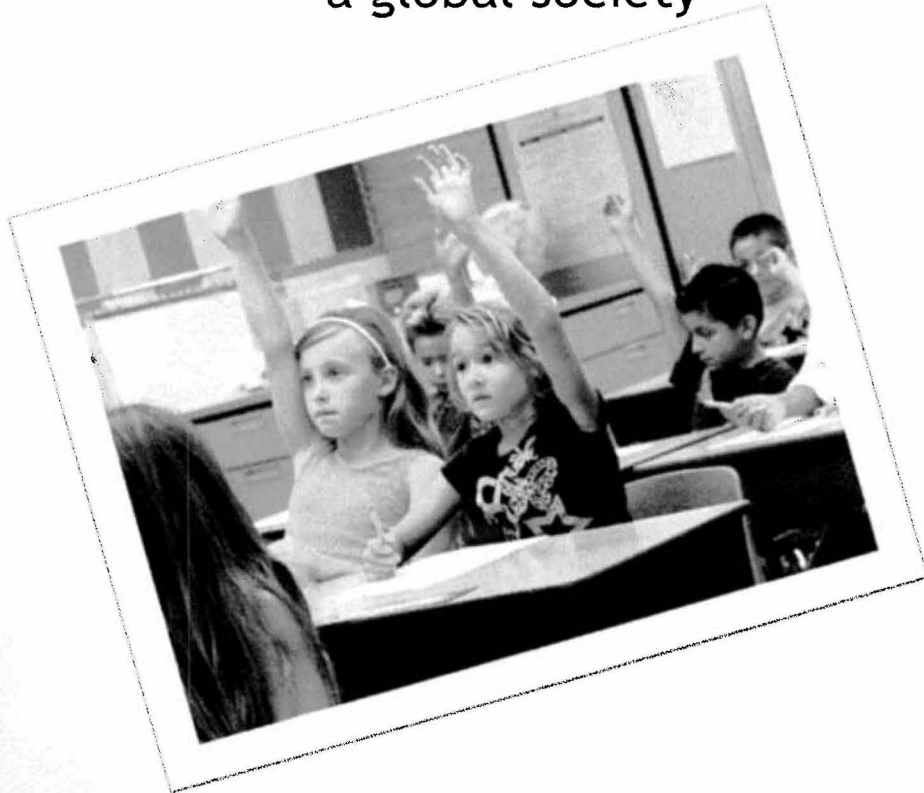
Vision

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



Mission

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



Economic Outlook

3



Economy Still Showing Growth

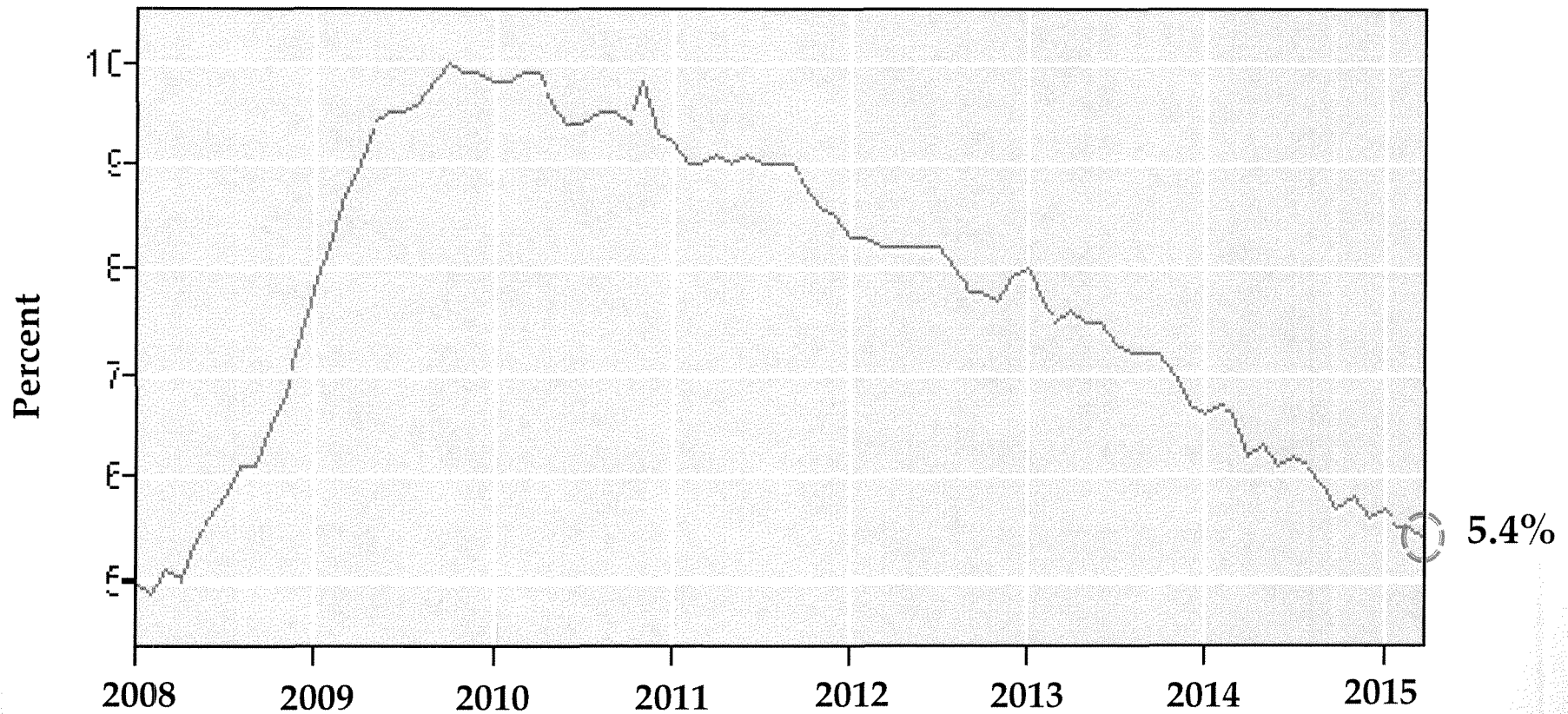
- Both national and state economies continue to improve
- Economic activity is up
- Stronger job growth
- Real estate prices continue to climb
- The stock market continues to hit new highs
- Generates high levels of capital gains potential
- State revenues are strong



Source: School Services of California

U.S. Unemployment Rate

Seasonal Unemployment Rate, April 2015



Source: U.S. Bureau of Labor Statistics

The California Economy

- California's economic recovery is trending similarly to the nation's, benefitting from:
 - Improved job growth
 - Slow but recovering wage earnings
 - Growing confidence in the economy from businesses
- Proposition 30 continues to be a source of state income, generating \$7 billion to \$8 billion in combined sales and personal income taxes
- **There are still concerns**
 - The economic effect of the drought is still unknown
 - Job growth in the innermost California communities still lags way behind the nation and other areas of the state
 - The strength of the U.S. dollar could slow growth
 - Rising gas prices could hinder domestic consumer spending
 - The recession ended in 2009. Although a tepid recovery, it is one of the longest on record



Source: School Services of California, Inc.

Governor's May Revised Budget

2015-2016 Fiscal Year

7

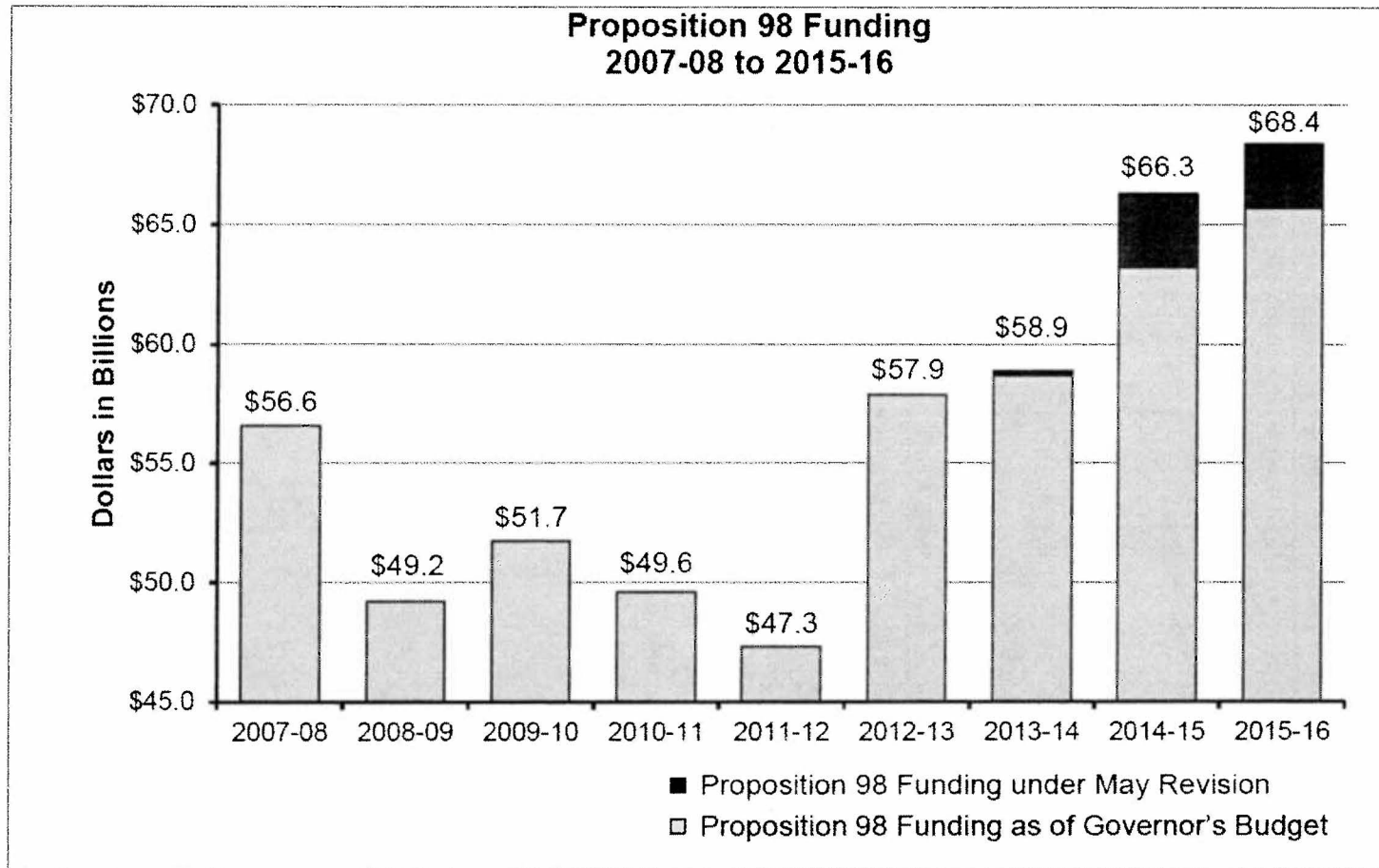


Governor's May Revised Budget

- May Revise Summary
 - With state revenue growth and the Proposition 98 guarantee, the Governor's 2015-2016 May Revision builds on his January Proposal by:
 - providing additional increased funding to further implement the Local Control Funding Formula (LCFF) and
 - provides school agencies with significant additional one-time discretionary funding.
 - The remaining increased funding primarily goes toward paying down state debts and making deposits into the state's Rainy Day Fund.
 - Of the increased \$6.7 billion in revenues, the May Revision spends \$5.5 billion on education and makes an additional \$633 million investment into the Rainy Day Fund (for a total deposit of \$1.9 billion).
 - The Governor is committed to establishing and maintaining stability for education funding.



Compared to January Proposal



Source: California Department of Finance

May Revised Budget Details

- Proposition 98 and the Maintenance Factor
 - The May Revision shows Proposition 98 funding increasing \$6.1 billion over a three-year period (\$241 million in 2013-2014, \$3.1 billion in 2014-2015, and \$2.7 billion in 2015-2016). In the current year, the minimum guarantee will reach \$66.3 billion and increase to \$68.4 billion in 2015-2016.
 - The May Revision also acknowledges that the Proposition 98 maintenance factor—the amount owed to K-14 education to restore the cuts imposed during the recession—will almost be fully repaid in 2015-2016. Only \$772 million will remain at the end of the budget year. As recently as June 2014, the Administration estimated that the maintenance factor totaled \$6.6 billion.
- Local Reserve Cap
 - The passage of Proposition 2 (2014) added an additional requirement that would place limits on the level of reserves a school district could maintain when certain conditions exist.
 - Based on the May Revision Proposal, all of the conditions for implementation of those limitations will not be met in 2015-2016 and, therefore, the cap will not be triggered.



May Revised Budget Details

- Local Control Funding Formula (LCFF)
 - In total, the Governor proposes to provide \$6.1 billion to further implement LCFF, up an additional \$2.1 billion since January.
 - It is estimated this will provide an estimated gap closure percentage of 53.08% applied to the difference between a school district's floor funding level and the LCFF target entitlement.
 - In addition, the 2015-2016 targets for base grants are increased from 2014-2015 levels by the **statutory cost-of-living adjustment (COLA) of 1.02%, down from the 1.58% estimated in January.**
 - **Additional \$15.1 million in additional gap funding for 2015-2016** or about \$311 per student.
- One-Time Discretionary Funds
 - The Governor's May Revision provides an additional \$2.4 billion in discretionary one-time funds, adding to the \$1.1 billion from January, for a total of \$3.5 billion for school districts or an estimated \$601 per ADA.
 - For CUSD, the amount increases this **one-time mandate reimbursement** from \$8 million in the January proposal to **\$28 million** in the May revised proposal.
 - The May Revision suggests that LEAs prioritize these funds for professional development, teacher induction, and instructional materials and technology but funds may be used for "any one-time purpose, as determined by the governing board"



May Revised Budget Details

- Career Technical Education

- The Governor's January Budget proposed \$250 million in one-time funding in each of the next three years for a transitional CTE Incentive Grant Program and required a one-to-one local/state match
- The May Revision proposes additional funding and increasing match requirements as follows:

Year	Increase from January	Total Funding Proposed	Local/State Match Requirement
2015-16	\$150 million	\$400 million	1:1
2016-17	\$50 million	\$300 million	1.5:1
2017-18	<\$50 million>	\$200 million	2:1

- Governor notes, "It will better to allow schools to transition to entirely using their own discretionary funds by 2018-2019"



Source: School Services of California, Inc.

May Revised Budget Details

- Adult Education
 - In January 2015, the Governor proposed \$500 million for Adult Education Block Grants. The Governor's May Revision builds on this proposal by making adjustments based on stakeholder feedback such as eliminating the creation of allocation boards, requiring more robust but less frequent planning, and providing for a more stable funding stream for Adult Education programs.
- School Facilities
 - There were no changes for facilities as compared to the January proposal. In January:
 - The Governor expressed his belief that the ability of the State to fund construction needs is unsustainable and in line with the principles of the LCFF which are enhanced local control and targeting resources to areas of needs he proposed the following reforms:
 - Increasing the Proposition 39 caps of \$30 or \$60 per \$100,000 in assessed valuation to match the rate of inflation since the passage of Proposition 39
 - Reform developer fees to implement a single fee for specific projects, which is higher than level II but lower than level III
 - Allow the use of routine restricted maintenance funds to be used for new construction and modernization



May Revised Budget Details

- Home-to-School Transportation
 - There are no new proposals to provide additional funds for Home-to-School Transportation programs. However, beginning in 2015-2016, the Governor's May Revision proposes to shift transportation funding that previously went directly to a joint powers agency (JPA) to the JPA's member districts. Member districts will be required to use the funds received on transportation expenditures in the district or through support of the JPA.
- Revenue Deferrals
 - The May Revision reiterates that by the end of 2014-2015, all outstanding deferrals for school districts will be eliminated.
 - Although this doesn't provide districts more money to spend, it does reduce the amount of money that districts need to borrow to manage cash flow.



May Revised Budget Details

- California State Teachers' and California Public Employees' Retirement System
 - Governor Brown's commitment to achieving a fully-funded retirement system within 30 years has translated into increased rates for districts and employees. The timeline for rate increases for both STRS and PERS correspond with the timeline for implementation of the LCFF funding model with full implementation achieved by 2020-2021. As outlined below, STRS rates increase from 8% in 2013-2014 to 19.1% in 2020-2021 while PERS rates increase from 11.442 in 2013-2014 to 20.4% in 2020-2021
 - **The 2015-2016 State Budget proposal does not address these cost increases for local educational agencies**
 - **The 2015-2016 CalPERS employer contribution rate increase is less than expected – increasing to 11.847% instead of 12.6%**

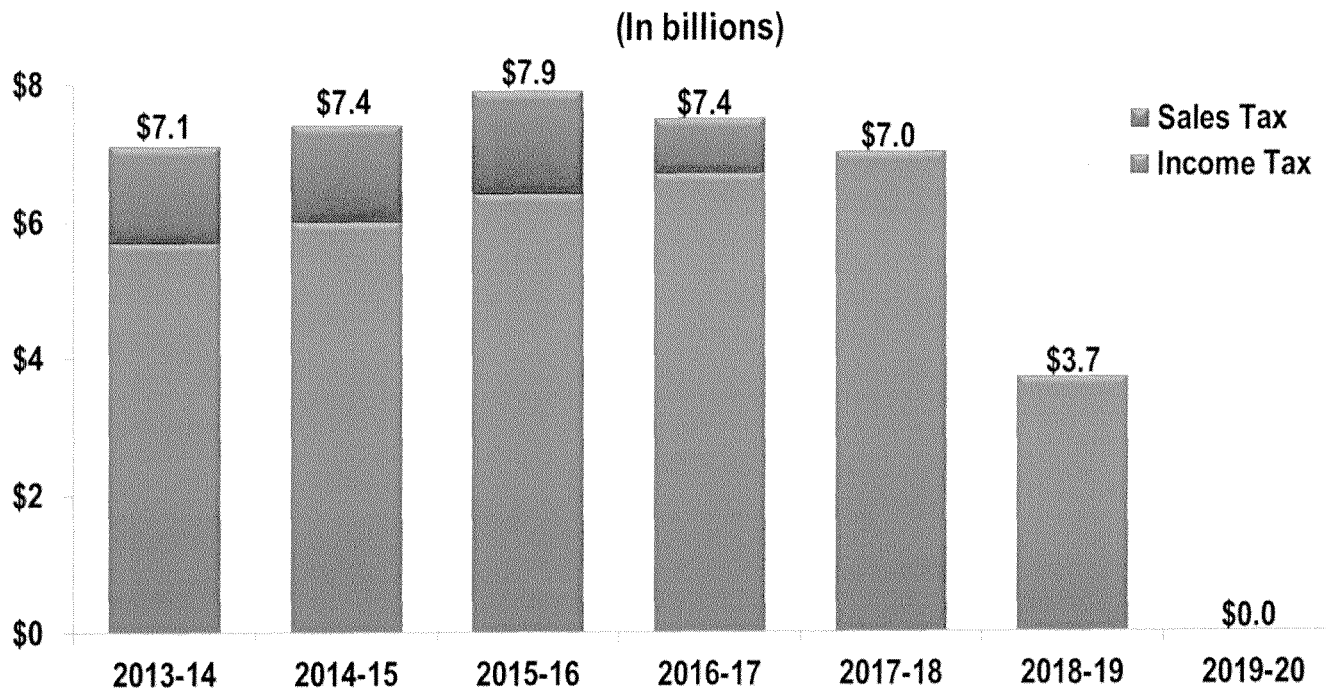
	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
CalPERS Employer Rate	11.77%	12.60%	15.00%	16.60%	18.20%	19.90%	20.40%
CalSTRS Employer Rate	8.88%	10.73%	12.58%	14.43%	16.28%	18.13%	19.10%
Total Dollars (in millions)	\$23.6	\$28.1	\$33.6	\$38.9	\$44.3	\$49.9	\$53.9

11.847% ← 13.05% ←



Areas of Concern

- Proposition 30 taxes are temporary
 - The .25% sales tax increase expires in 2016
 - The personal income tax increase expires in 2018
 - A downturn on the economy along with expiration of Prop 30 revenues could magnify impact



Source: 2014-15 May Revision and SSC

Areas of Concern

- STRS/PERS Increases

- The added costs of STRS/PERS means the Governor's goal of the same purchasing power in 2021 as existed in 2007 is already offset by the higher STRS/PERS costs which will, on average, take 25% of the new revenues

	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
CalPERS Employer Rate	11.77%	11.847%	13.05%	16.60%	18.20%	19.90%	20.40%
CalSTRS Employer Rate	8.88%	10.73%	12.58%	14.43%	16.28%	18.13%	19.10%
Total Dollars (in millions)	\$23.6	\$28.1	\$33.6	\$38.9	\$44.3	\$49.9	\$53.9

- Risk of Future Recession

- Recovery would be longest since the Civil War if some forecasts are accurate
- It will be important to continue to build reserves with one-time savings

- Declining Enrollment

- District funding is based on average daily attendance (ADA). Enrollment declines means less revenue



CUSD Projection

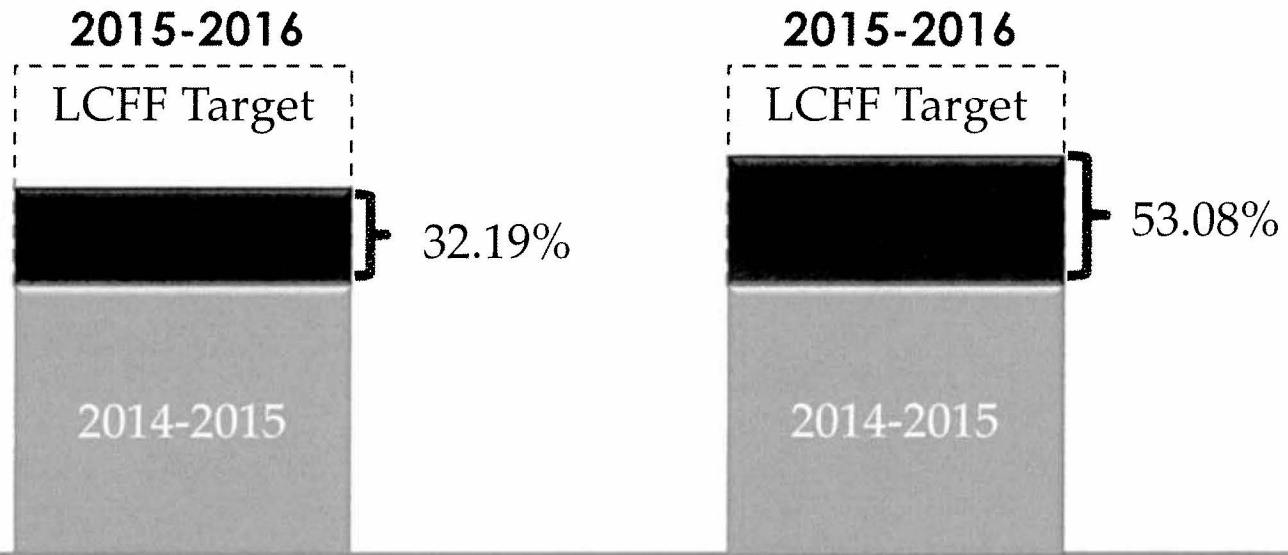
2015-2016 Fiscal Year Based on Governor's May Revised Budget
Proposal



Gap Funding

January Proposal

May Revise

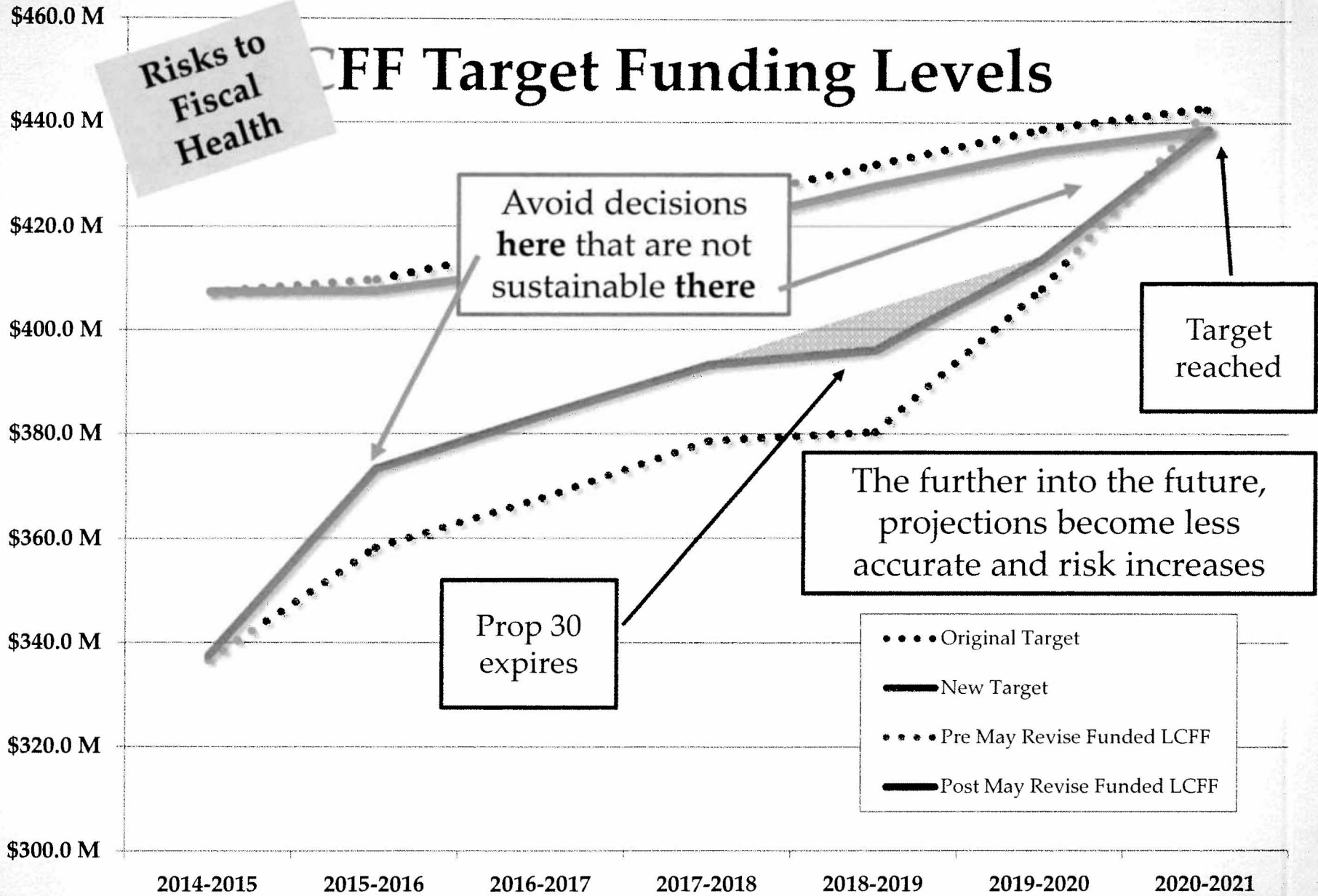


LCFF Target based on 2007-2008 funding levels plus inflation
State expects to hit target in 2021



Risks to Fiscal Health

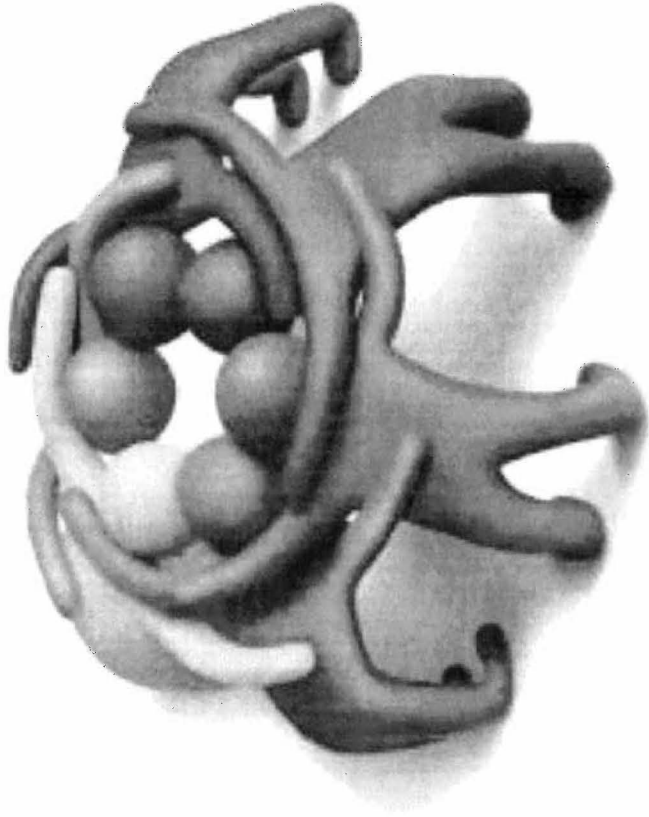
LCFF Target Funding Levels



LCFF Target based on 2007-2008 funding levels plus inflation. State expects to hit target in 2021

Questions? ...



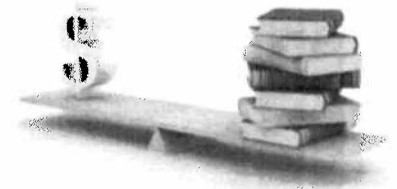


Local Control Accountability Plan (LCAP) *Implementation Update*

May 27, 2015

Agenda

- Local Control Accountability Plan Overview
- Stakeholder Engagement
- 2014-2015 Annual Update and 2015-2016 Actions and Services for Goals 1-5
- Next Steps



Local Control Accountability Plan Overview

Implementing 2014-2015 and planning 2015-2016 LCAP actions and services from the five goal areas to improve student outcomes:

Goal 1: Academic growth and proficiency for students in grades TK-12

Goal 2: Interventions for academically, behaviorally, and social/emotionally at-risk students

Goal 3: College and career readiness reflecting a broad course of study

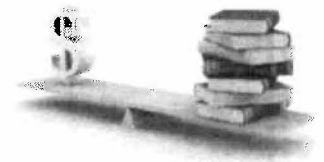
Goal 4: Parent engagement representing all students

Goal 5: Clean, safe, healthy and functional facilities and technological devices to support 21st century learning



Engaging Stakeholders

- September to May – 76 meetings to share progress and plans and gather 2015-2016 LCAP revision input
 - Site parent and staff meetings – 56 sites September-May
 - Parent Advisory Council Meeting – September 22, February 23 and March 23
 - Foster Parent Interviews – conducted individually January-March
 - LCAP Parent Advisory Committee – January 29, March 10, and May 26
 - ASB Executive Council Meeting (students) – February 10
 - Classified Staff (CSEA) Forum – February 24
 - Certificated (CUEA) Staff Forum – March 2
 - Elementary Principals Meeting – March 3
 - High School Principals Meeting – March 6
 - Middle School Principals Meeting – March 9
 - Teacher Advisory Council – March 9
 - Capistrano Unified Council PTSA – March 9 and March 27 (Legis.)
 - Special Education Community Advisory Committee (CAC) – March 17
 - District English Learner Advisory Committee (DELAC) – March 31, April 22, and June 2
 - Community Forum – April 28



Goal 1: Academic Growth and Proficiency

Annual Update

- Restored full 180 day calendar for students
- Decreased class size per negotiated agreement
- Continued professional development on the new state standards, including ELD and digital literacy
- English Learner support and systems

Actions and Services for 15-16

- Maintain 180 day calendar for students
- Maintain class size per negotiated agreement
- **Continued professional development on the state standards, including ELD and digital literacy**
- **English Learner support and systems**
- **Add Curriculum Specialists**
- **Expand summer CELDT to 4th and 5th grades**



Goal 2: Interventions

Annual Update

- Developed a Multi-Tiered System of Support (MTSS) to identify at-risk students and provide interventions to meet academic, social-emotional, and behavioral needs
- Implemented supplemental high school academic intervention sections for credit recovery
- Implemented on-line supplementary programs for EL students

Actions and Services for 15-16

- Continued implementation of MTSS
- Continued implementation of high school sections for credit recovery
- Continued implementation of supplementary programs for EL students
- **Additional counselors**
- **Coordination of SSTs and credit recovery**
- **Additional tutoring for foster students**



Goal 3: College and Career Readiness

Reflecting a Broad Course of Study

Annual Update

- New elective courses (e.g., robotics, STEM urban gardening)
- Naviance in Grade 9 and beyond
- Career pathways: Medical/Biotechnology, Engineering, ICT
- Increased funding for elective materials
- Expanded AVID at one middle school
- Restructured ROP

Actions and Services for 15-16

- Continued support for high school CTE, VAPA, and elective sections
- Continued funding for VAPA and elective supplies and materials
- Continued AVID program support
- **Enhanced leadership and focus for CTE and VAPA**
- **PSAT for all 11th grade students**



Goal 4: Parent Engagement

Annual Update

- Conducted foster parent interviews for needs assessment
- Increased translation services
- Increased Bilingual Community Liaison school site support
- Implemented Parent University sessions to educate parents about new state standards in math
- Expanded Parent Institute for Quality Education (PIQE) program from three to seven schools

Actions and Services for 15-16

- Maintain Bilingual Community Liaison school site support
- **Expand Parent University**
- **Expand PIQE to 10 schools, regionally located**



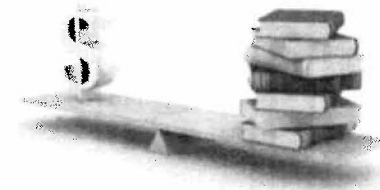
Goal 5: Facilities and Technological Devices

Annual Update

- Purchased and deployed 14,000 Chromebooks, 375 carts, headphones, and mice
- Began implementation of K-12 library and textbook inventory system
- Enhancing site classified staffing formula
- Anti-bullying awareness programs
- Deferred maintenance plan and new facility repair system
- Increase of M & O positions

Actions and Services for 15-16

- **Purchase additional Chromebooks, carts, headphones, and mice**
- **Implement textbook inventory system**
- **Continue enhancing classified staffing formula for site support**



Next Steps

- Once WIGS have been refined, the LCAP goals, WIGS, and action plan will be aligned
 - Teaching and Learning
 - Communication
 - Facilities

Next Steps

- Integrating LCAP feedback from OCDE
 - No substantive changes
- Budget is aligned and represents expenditures necessary to implement the LCAP
- LCAP and Annual Update for 2015-2016:
 - Public Hearing at the June 10th board meeting
 - Board Approval at the June 24th board meeting





LOCAL UNION NO. 952

**GENERAL TRUCK DRIVERS, OFFICE, FOOD & WAREHOUSE UNION
ORANGE COUNTY AND VICINITY, CALIFORNIA**

140 S. Marks Way, Orange, CA 92868-2698 § (714)740-6200 § FAX (714) 978-0576 §

www.teamsters952.org

Patrick D. Kelly
Secretary-Treasurer
and Principal Officer

May 8, 2015

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

Dear Jodee:

Teamsters Local 952 submits the following articles and issues for our initial proposals for negotiations with the Capistrano Unified School District:

Article 1: Agreement

Article 11: Wages

Article 12: Health and Welfare

All existing negotiated Memorandums of Understanding

Teamsters Local 952 reserves the right to add, amend, modify, or omit proposals above. All other provisions of the collective bargaining shall remain in full force and effect and shall be incorporated within the provisions of the successor agreement.

Please contact me your earliest convenience for the purpose of discussing the negotiation schedule. You can reach me at (714) 300-3038.

Respectfully,

Grant Maertz
Recording Secretary/Business Representative

EXHIBIT 6

**Initial Proposal of the
Capistrano Unified School District to the
Teamsters Local 952
for Successor Contract Negotiations**

May 27, 2015

As the District continues to develop and implement recovery measures, it remains cautiously optimistic for the future. The imminent expiration of Proposition 30, increased expenditures mandated by the State, and investments in preparing students for current and post-secondary success, create the need for cautious fiscal management in preparation for any future challenges.

As required by Government Code section 3547, this is the Capistrano Unified School District's initial proposal for negotiations of a new Contract to succeed the current collective bargaining agreement. The District offers the following initial proposals:

Article 1: Designation of Parties and Length of Agreement

The District proposes to amend this Article to reflect a new multi-year agreement with limited reopeners during the second and/or third years.

Article 4: Grievance Procedure

The District proposes to amend this Article to provide better clarity with terms and timelines.

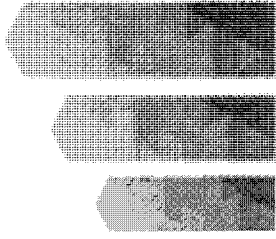
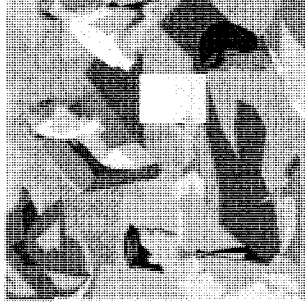
Article 18: Transportation Provisions

The District proposes to amend this Article to reflect operational needs and efficiencies.

Through open, fact-driven and reality-based negotiations, the District seeks mutually acceptable solutions for the benefit of students, employees and our community.

Capistrano Unified School District

Process for Community Engagement on District Facilities



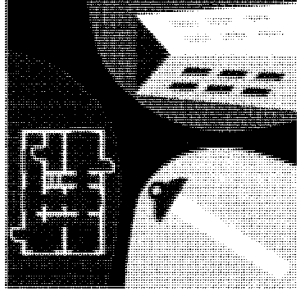
Government
Financial
Strategies

Presented by Clark Hampton and Keith Weaver

May 27, 2015

Introduction

- ◆ Looking at short-term and long-term facilities needs in the District

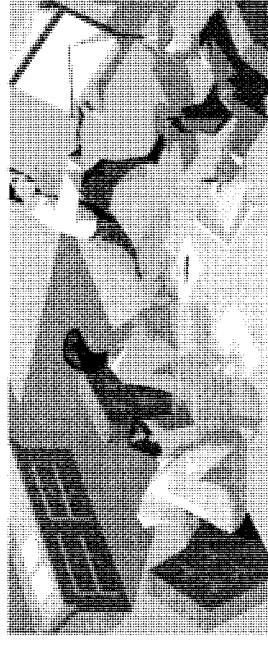


- ◆ Recommend engaging the community to develop solutions.



Attendance

◆ We will invite every member of the community that would like to attend the committee:

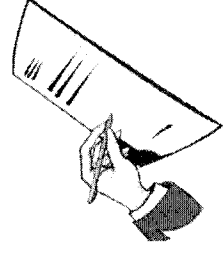
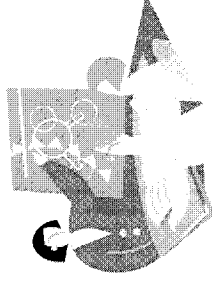
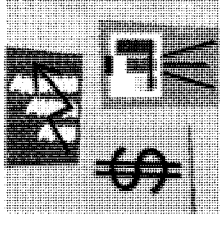
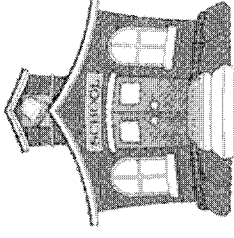


- ▶ Parents
- ▶ Students
- ▶ District staff
- ▶ Those who live in the community
- ▶ Those who work in the community

◆ Board members will receive an information presentation and written report from committee members.

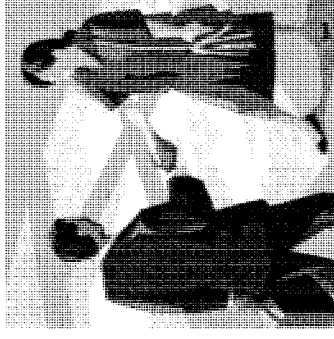
Topics for Discussion

- ◆ Introduction to the District's facilities
- ◆ Introduction to school funding, the District's budget, and facilities funding sources
- ◆ Discussion of public information and community outreach
- ◆ Development of a consensus report

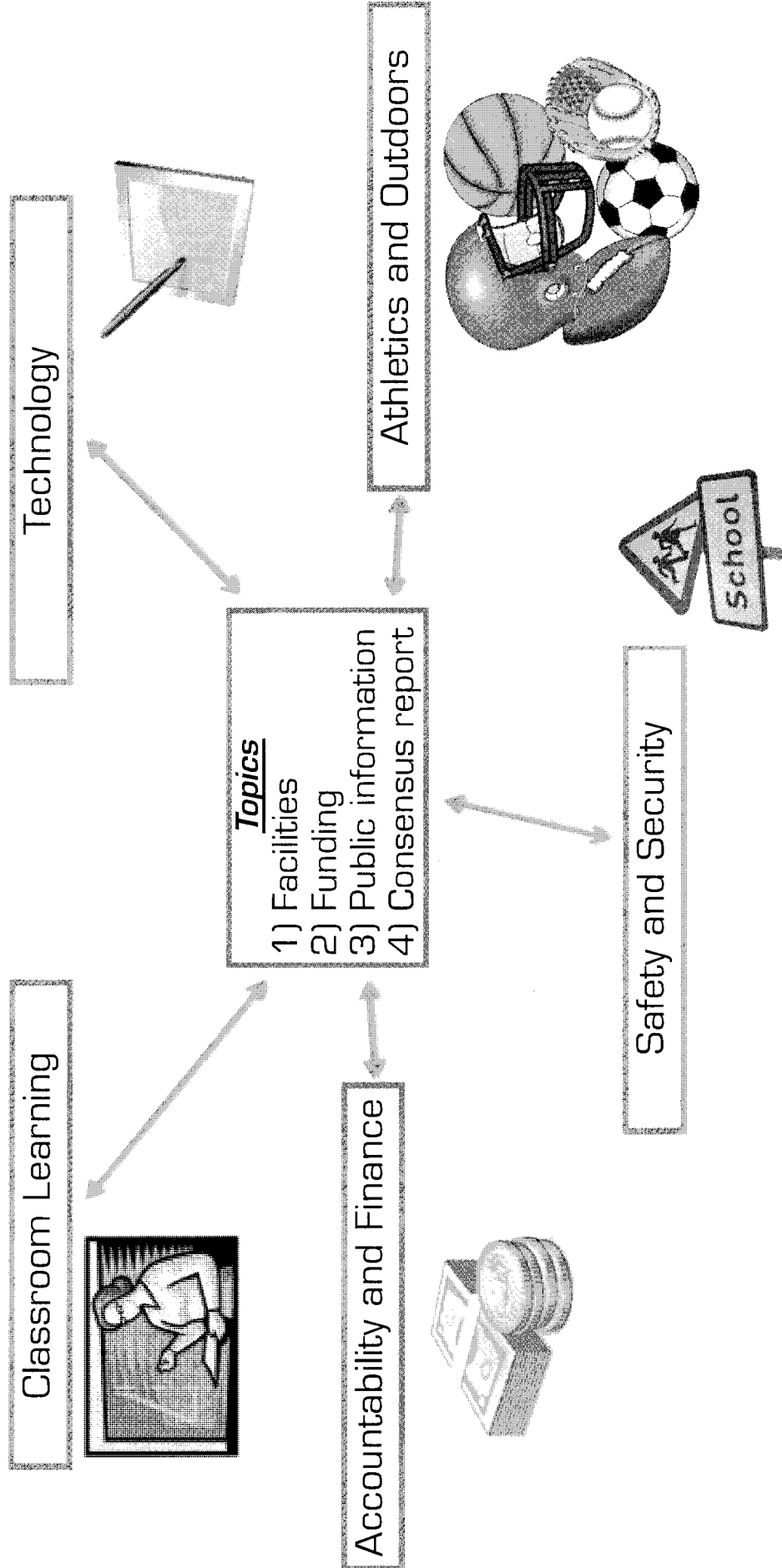


Consensus Decision-Making

- ◆ Seeks agreement
 - ▶ What can be agreed to by 100% of the members
 - ▶ Finding common ground
- ◆ Collaborative
 - ▶ As many stakeholders as possible
 - ▶ Inclusive and respectful of all parties
- ◆ Builds relationships
 - ▶ More unity and connection
- ◆ Sets the stage
 - ▶ Develops a more engaged community with a deeper understanding of District's challenges and opportunities



Example "Break-Out" Groups

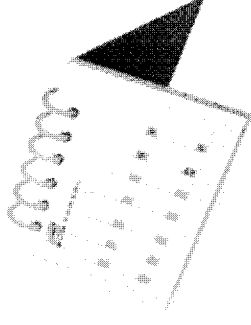


Process

- ◆ Simple process that is easy for stakeholders to commit to:
 - ▶ 4 meetings centered on the 4 topics
 - ▶ Once a week for one month
 - ▶ No homework
 - ▶ Stakeholders are expected to commit to entire process.

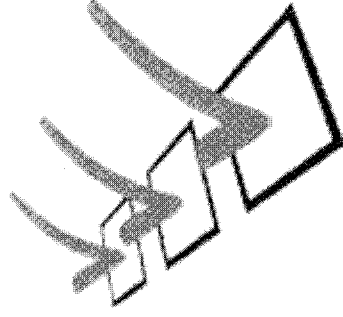
- ◆ District leadership will help welcome and facilitate the committee process, but committee members will be asked to chair and report on their discussions.

- ◆ Committee members will also be invited to take tours of the schools.



Goals

- ◆ It is hoped that committee members will feel:
 - ▶ I learned something I didn't know.
 - ▶ I contributed.
 - ▶ The committee process was worthwhile.
 - ▶ I support the District doing X (where X is the recommendations of the consensus report).



Next Steps

May 27th Information presentation on community engagement.

June

1) June 24th: Follow-up information presentation to the Board.

July

2) Monthly meetings with District cabinet to prepare for community committee.

August

3) Conduct public information research for discussion at community committee.

September

Weekly meetings with community committee.

October

Board receives report on community committee results.

November

Board asked to provide direction on implementation of committee results.

**"Empowering
Students for
Success"**



Capistrano Unified School District Facilities Projects and Funding

May 27, 2015

Facilities Update

- Recap Projects Scheduled For This Summer
- Facilities Needs Focus
 - Safe
 - Warm
 - Dry
 - Cool
- Preparing for La Pata Avenue Connection
 - San Juan Hills High School
 - San Clemente High School
- Rancho Mission Viejo Development
 - Tesoro High School
 - San Juan Hills High School
- Balancing High School Enrollment
- Funding Sources



Summer 2015 Projects

- Barcelona Campus (Oxford Preparatory Academy) - add restroom portable per Facility Use Agreement Board Approved funding source developer fees
- Las Flores Elementary School - add one portable restroom and various site work Board Approved funding source Las Flores CFD 92-1
- Shorecliffs Middle School - roof replacement and paint exterior of campus Board approved funding source SFID
- Palisades Elementary School - paint exterior of campus Board approved Funding source Deferred Maintenance
- Dana Hills High School - replace wrestling room portable and add restroom portable for ADA access Board Approved funding source developer fees
- Compressed Natural Gas Transportation North - add 20 fueling stations Board Approved funding source proceeds from land sale
 - Design has begun and completion expected in 2016



Future Projects

- Evaluating Site Needs for:
 - Fire Alarm Systems (replace outdated systems)
 - HVAC/EMS System upgrades and replacements
 - Clocks, Bells, Phone, and Intercom Systems (replace outdated systems)
 - Roof Replacements
 - Security Systems
 - Deferred Maintenance

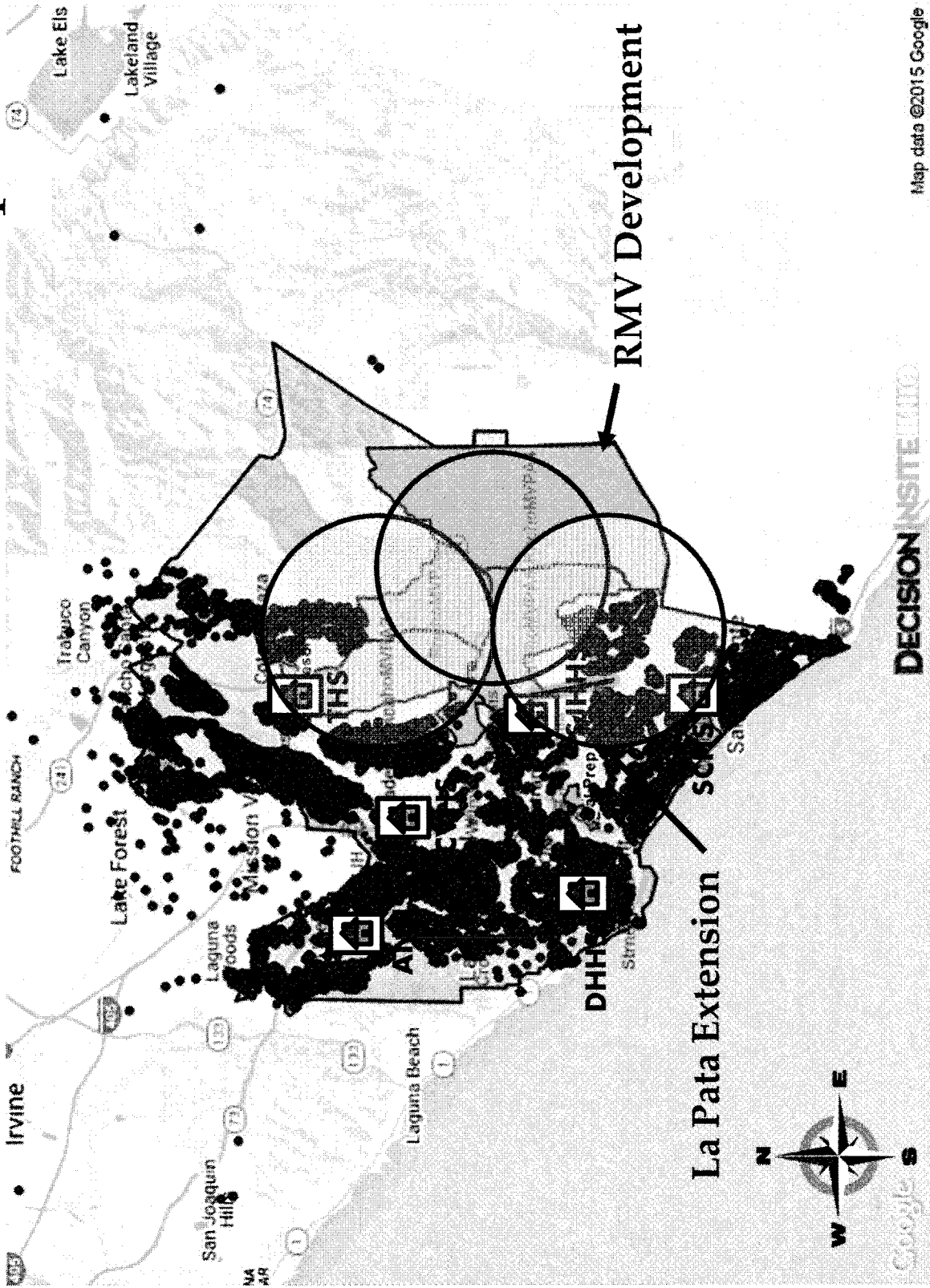


Enhancing High School Capacity

- Preparing for the Completion of La Pata Avenue
Fall 2016
 - San Juan Hills High School
 - San Clemente High School
- Rancho Mission Viejo Development
 - San Juan Hills High School
 - Tesoro High School



La Pata Extension and New Development



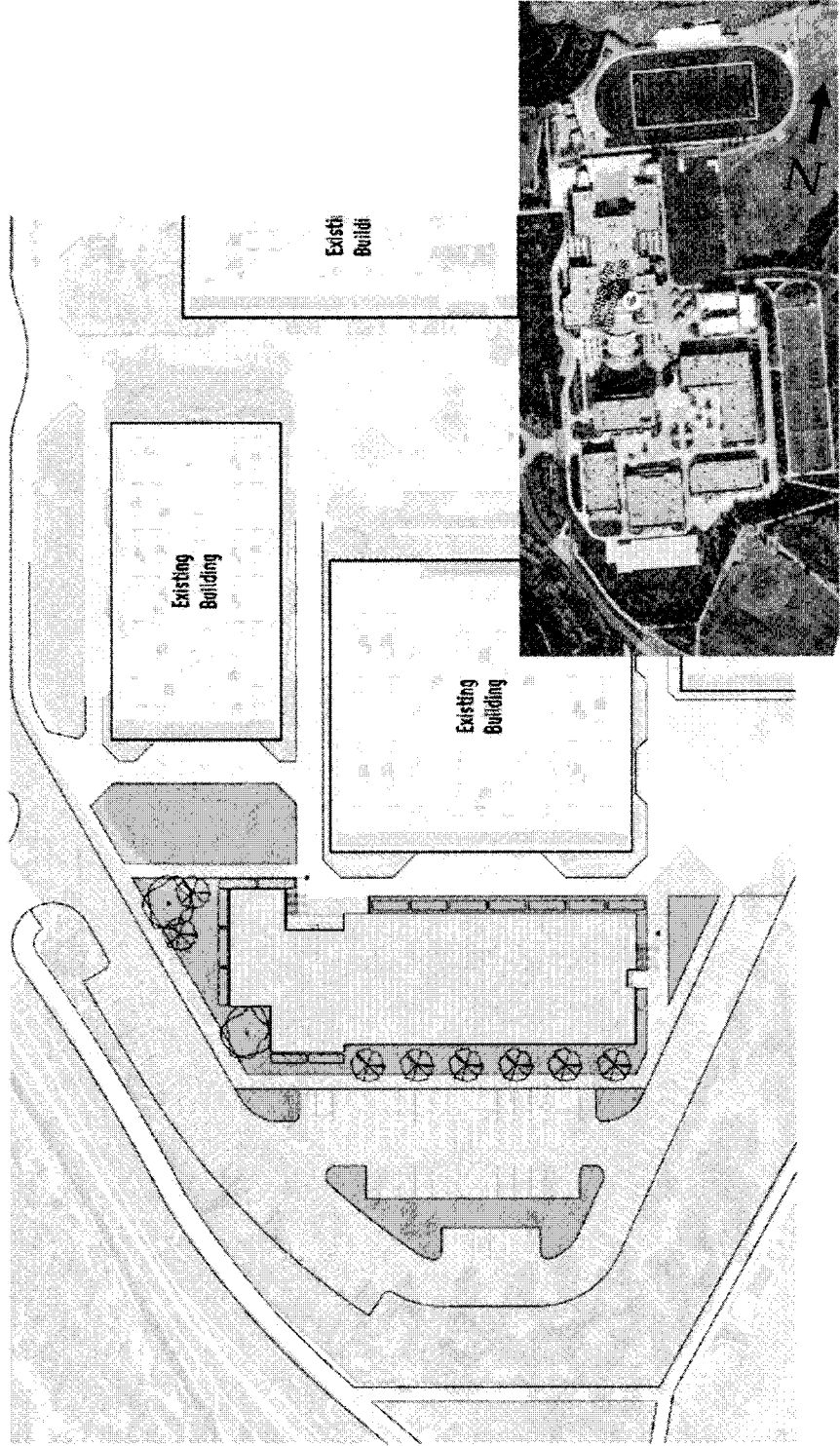
High School Capacity

- San Juan Hills High School
 - Adding permanent classrooms and parking
- San Clemente High School
 - Unifying upper and lower campuses with additional classrooms on lower campus
- Tesoro High School
 - Replacing old portables and adding additional classrooms
 - Five basketball courts
- Estimated Project Costs \$15 million Each



San Juan Hills High School

- Funding Sources – Developer Fees, Proceeds from land sale, Talega CFDs 90-21A and 98-2

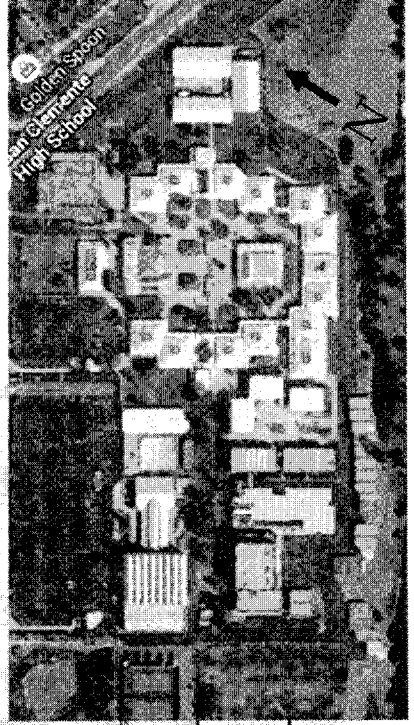
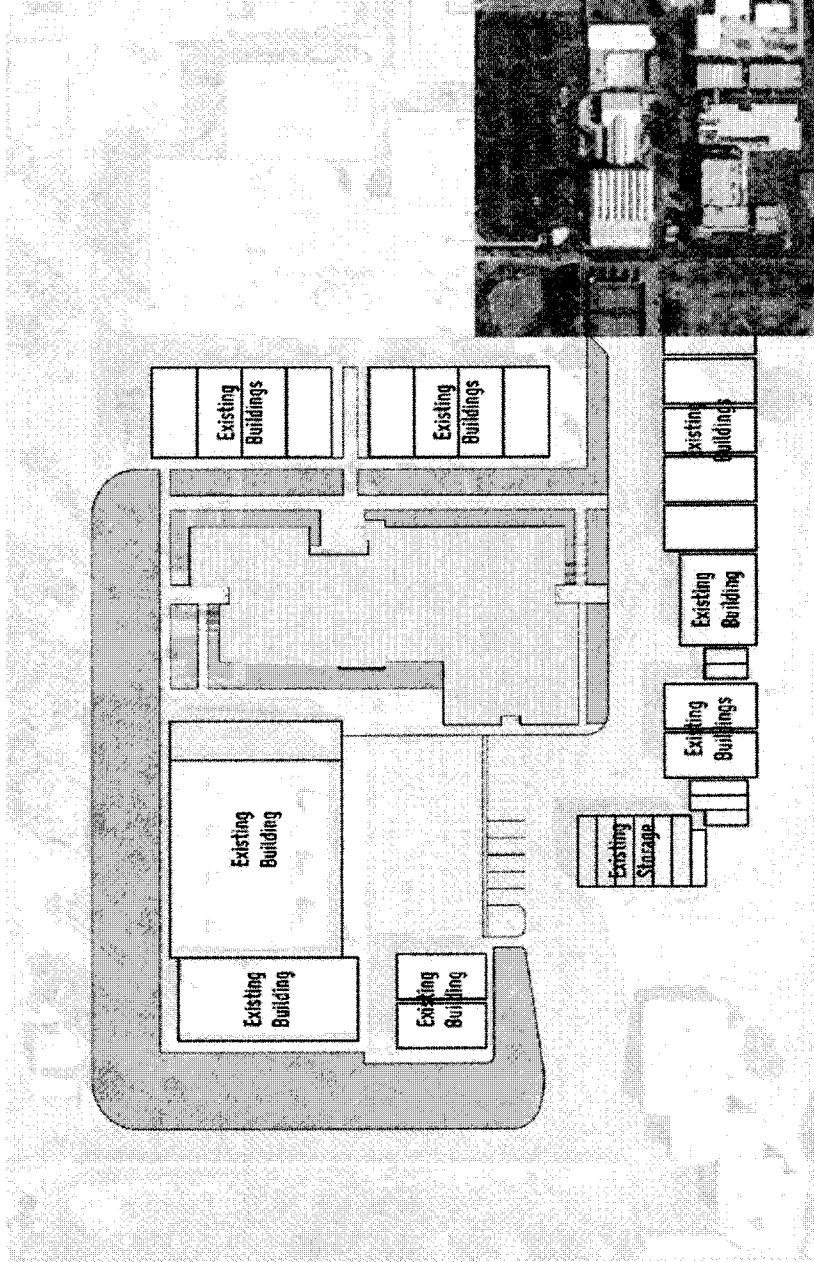


+ additional 87 parking spaces



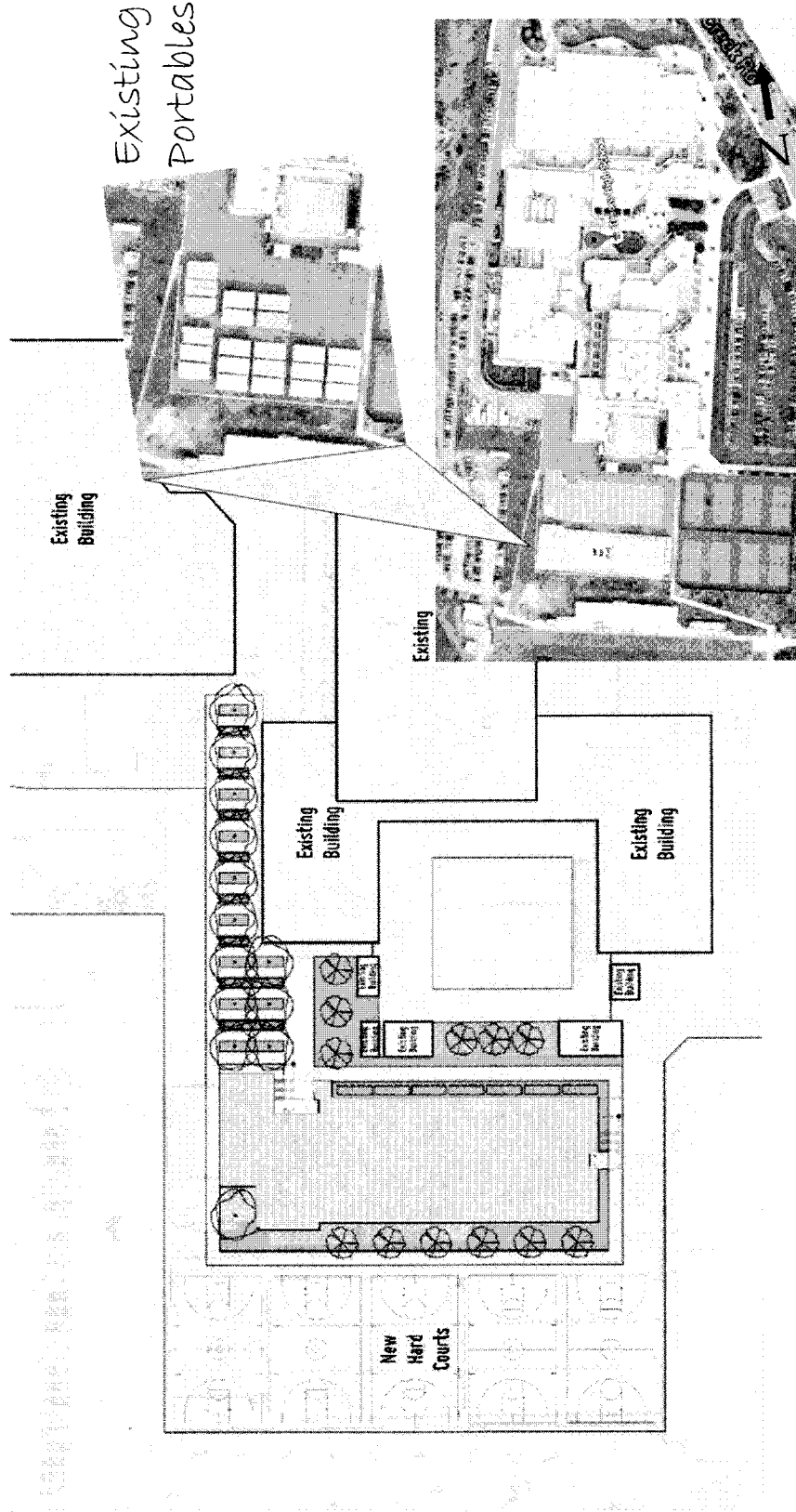
San Clemente High School

- Funding Sources – Developer Fees, SSFF 1A & SSFF 47, RDA San Clemente, Proceeds from land sale, Talega CFD 90-2IA and 90-2

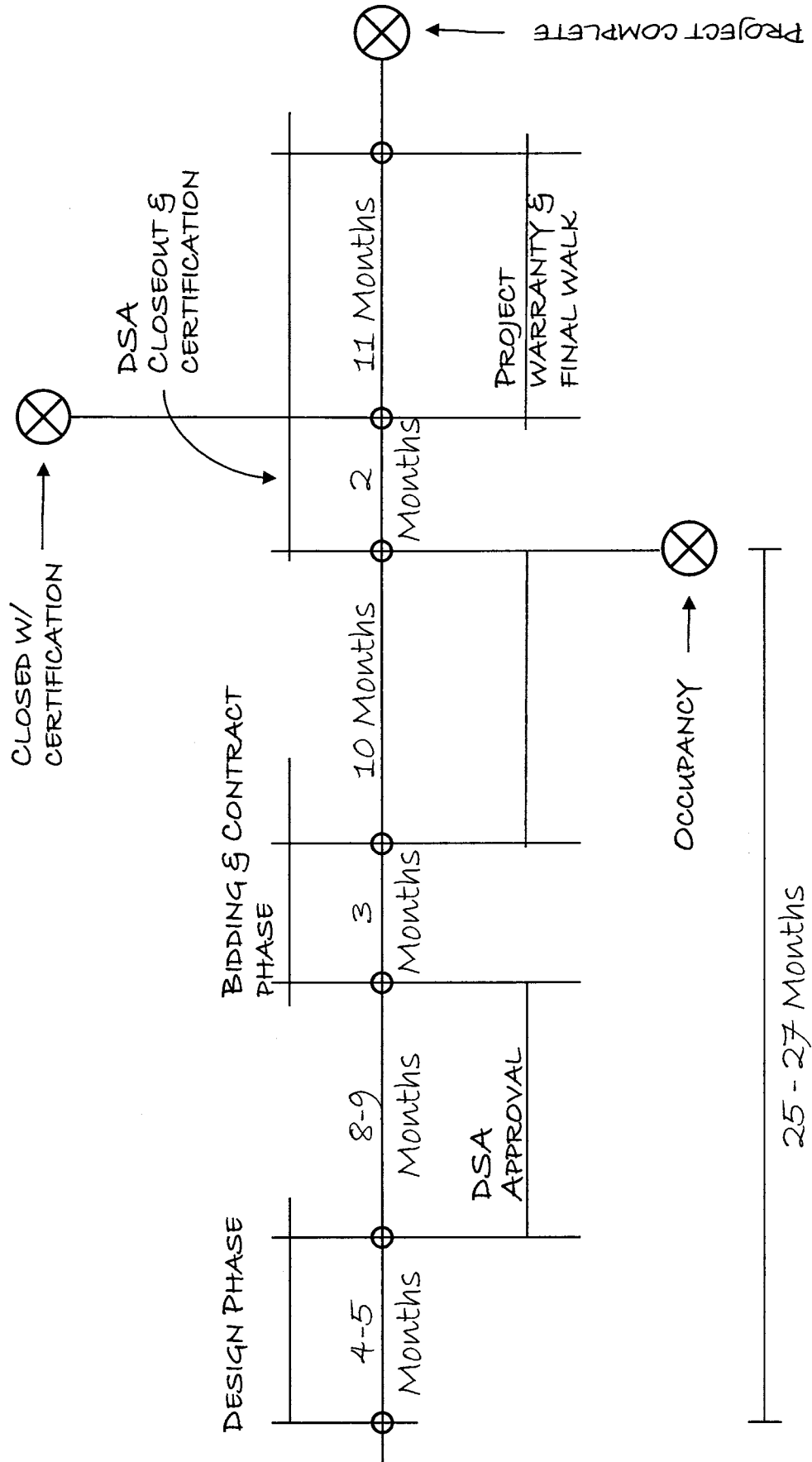


Tesoro High School

- Funding Sources – Developer Fees, Coto De Casa CFD 90-1, Rancho Santa Margarita CFD 88-1 and 94-1, Las Flores CFD 92-1 and Ladera Ranch CFD 98-2



Sample Construction Schedule



Other Projects

- Tijeras Creek Elementary School Roof
- Las Flores Elementary School Roof
- Las Flores Middle School Roof
- Tesoro High School Fire Alarms
- Newhart Middle School HVAC Replacement



Funding Sources

- Developer Fees
- Community Facility District Funds (CFDs)
- Redevelopment Agency Funds (RDA)
- School Facility Improvement District Funds (SFID)
- Proceeds from Real Property Sale
- State School Facility Matching Funds (if available)
- Deferred Maintenance Funds



Recommendation

- Staff Recommends Approval of the Proposal as Presented and Summarized Below:
 - Tesoro High School two-story classroom building and hard court
 - San Juan Hills High School two-story classroom building
 - San Clemente High School two-story classroom building
 - Tijeras Creek Elementary School roof
 - Las Flores Elementary roof
 - Las Flores Middle School roof
 - Tesoro fire alarms
 - Newhart Middle School HVAC replacement
- Each item will be brought to the Board for approval to bid at future Board meetings



USE OF SCHOOL FACILITIES

PHILOSOPHY

The ~~Governing Board of Trustees of the District~~ encourages the use of District facilities by community groups for purposes other than the conduct of the instructional program. The use must not interfere with the educational programs or other public school purpose of the District and must be in compliance with the Civic Center Act all laws, rules and regulations as established by the State of California and restrictions as appropriate when determined by the District. Civic Center use of district facilities shall be scheduled in a manner that does not interfere with the orderly operation of the campus or facility and shall be managed in a way that maximizes benefits to the school and its students and minimizes negative impacts to the surrounding community.

School related activities shall have activity priority in the use of school facilities and grounds. Other uses authorized under the Civic Center Act shall be on a first-come, first-served basis.

In general, such use shall be for the recreational, educational, scientific, literary, economic, political, artistic, or moral interests of the community, or for the discussion of matters of general or public interest.

As necessary to ensure efficient use of school facilities, the Superintendent or designee may, with the Board's approval, enter into an agreement for the joint use of any school facilities or grounds. The Board shall approve any such agreement only if it determines that it is in the best interest of the district and community. The approval for the use of school facilities shall not be interpreted that the Board, its Members and District staff has endorsed the event or its message.

Subject to prior approval by the Board, the Superintendent or designee may grant the use of school facilities on those days on which the school is closed. (Education Code §37220)

For the effective management and control of the school facilities and grounds, the Superintendent or designee shall maintain procedures and regulations that: (Education Code §38133)

1. Aid, encourage, and assist groups desiring to use school facilities for approved activities.
2. Preserve order in school buildings and on school grounds and protect school facilities, designating a person to supervise this task.
3. Ensure that the use of school facilities or grounds is not inconsistent with their use for school purposes and does not interfere with the regular conduct of school work. There shall be no advertising on school facilities and grounds except as allowed by district policy specified in BP 1325.

AUTHORITY

1. California law permits the governing board of a School District to grant the use of school buildings or grounds for public use. ~~The Board may also establish such terms and conditions of usage as it deems proper, subject to the limitations, requirements and restrictions set forth in the Education Code of the State of California.~~ The Board, or Superintendent or designee, has the authority to adjust fees or exempt any group or organization from any and all fees for in-kind services. In-kind services may include gymnasium clean-up, stadium clean-up, and multi-purpose room clean-up. Free use groups may also be required to reimburse the District for the cost of other staff needed for the proposed activity or event and will be charged the current fair market value for any event for which admission is charged or donations are solicited.
2. Use of school property shall be under the supervision and control of a duly appointed representative of the District if necessary.
3. It is the duty of the representative of the District to see that District rules and regulations are enforced and to report any violations or attempted violations to the Executive Director, Facilities/Maintenance and Operations.
4. Conditions stipulated related to consideration or allowance of an event, e.g., security, supervision, etc., are at the discretion of District staff.

BASIC GUIDELINES FOR THE USE OF SCHOOL FACILITIES BY GROUPS

1. Basic guidelines are set by law and the District to ensure that all individuals and groups receive equal consideration in the determination of access to school facilities and appropriate fees charged. Basic to this consideration is an obligation on the part of the District to review the following:
 - a. Determine whether a proposed activity or meeting is one within the purview of the Civic Center Act, for public, literary, scientific, recreational, educational, or public agency meetings, religious services for temporary periods, child care or day care programs, administration of examinations for the selection of personnel, supervised recreational activity, a community youth center, or a ceremony, patriotic celebration, or related education assembly conducted by a veteran's organization.
 - b. Determine whether a group requesting use of school facilities is organized for charitable or general character building purposes. (See (d)(2)(a))
 - c. Determine whether the applicant will charge admission, collect money, or solicit dues.

2. All groups qualifying under the provisions of the Civic Center Act may use school facilities for non-school purposes. Groups must adhere to the rules and regulations as set forth by the Board. In general, the subject matter of such meetings shall pertain to matters of general public interest.

PROHIBITED USE

1. State laws prohibit the use of school facilities for subversive, immoral, offensive or harmful purposes. The use of school facilities shall not be granted to persons, forums, operations, groups, clubs, or associations that which:

- a. May, by such use, be reasonably expected to expose the property of the District to damage through excessive wear and tear, riot, mob action, or violence of any kind;
- b. Any act intended to further any program or movement the purpose of which is to accomplish the overthrow of the government of the United States or of the state by force, violence, or other unlawful means;
- c. Uses the property in a manner which would be contrary to the best interests of the District impede the District's mission, such as any activity that interferes or disrupts the education and safety of students or any activity that is unlawful on a District site (this may include skateboarding, consuming alcohol or smoking); or
- d. Desires the use of facilities not consistent with the Civic Center Act or adopted Board policies.
- e. Aids any religious purpose or denominational doctrine or instruction. (Exception-Temporary use may be granted for religious services upon such terms and conditions as the Board of Education deems proper, including payment of fair rental rates.)
- f. Use of facilities by any organization, group or individual that illegally discriminates on the basis of race, religion, creed, color, marital status, veteran status, sex, sexual orientation, gender identity, national or ethnic origin, age or disability.
- g. Sale of food or beverages in competition with, or interfering with, school cafeteria operations.

2. The Superintendent, or designee, will approve or deny applications for the use of facilities as to the appropriateness of the request after initial review of the application by the school administrator of the facility desired.

3. Outside events will not be scheduled in conflict with school activities.

4. No person, group or activity may engage in the following:

USE OF SCHOOL FACILITIES (continued)

BP 1330(d)

- a. Consumption of alcoholic beverages.
- b. Use of narcotics or drugs for purposes other than medical, and then only under the direct supervision of a duly licensed medical physician.
- c. Fighting, quarreling, abusive language or noise of any kind which may be offensive to other activities or the neighborhood.
- d. Activities which disrupt the daily operations of the District or the instructional program.

Violations of any of the conditions noted above shall be grounds for immediate revocation of the permit for use of such facilities. In the event of such revocation, all persons so affected shall immediately vacate the school facility.

5. Use of school facilities may be denied for any activity which might be considered dangerous or present significant safety issues. The District may request the agency, e.g., Fire Department, Health Department, to review facilities requests, assuring compliance with all conditions of sanitation and potential fire hazards.

DEFINITION OF TERMS

1. Charitable Purposes

A charity is generally defined as an organization or institution engaged in gratuitous acts or works of benevolence to the needy. The following are examples of charitable purposes:

- a. Those organizations which exist solely for the purpose of gratuitously alleviating public distress, e.g., American Red Cross.
- b. Those organizations or groups which raise funds to give relief to specific classes or groups which because of unusual conditions are unable to help themselves, e.g., victims of a community fire.
- c. Groups directed and organized toward the benefit of needy persons or worthy projects.

2. Character Building Purposes

- a. Character building is the act of instilling acceptable qualities of morality in an individual, such as truth, honesty, moral vigor, kindness and mental and physical courage. Mental and physical self-discipline have always been considered desirable qualities of character and an organization formed to promote and build these concepts into the character of an individual, particularly a minor person, is properly

USE OF SCHOOL FACILITIES (continued)

BP 1330(e)

defined as a character building organization, e.g., Boy Scouts. In addition, some athletic organizations which exist for the purpose of building discipline concepts of honesty, fair play, and physical courage qualify as "character building" organizations.

PRIORITY FOR FACILITY USE

Facilities utilization will be prioritized in the following manner (listed in order of priority):

1. Activities and programs directly related to the instructional and educational program(s) of the District.
2. Events or activities:
 - a. Designed to serve the youth and citizens of the individual school community which are planned and directed by school related groups and;
 - b. Connected with community recreational programs.
3. Use by community organizations whose primary purpose is service to youth or the improvement of the general welfare of the community.
4. Use by individuals or groups who are eligible to rent the facilities for legitimate purposes and whose net receipts are not expended for pupil welfare or charitable purposes.

SAFETY/REASONABLE USE ISSUES

Safety/reasonable use issues are defined as follows:

1. A facilities use permit does not necessarily authorize the use of certain District or student body equipment. Furniture normally accessible will be available without permit. Arrangements for supervision, operation and payment for the use of any special equipment shall be noted at the time of the submission of the Facilities Use Application (DW-8) to the school administrator.
2. No structures may be erected or assembled on school premises nor may any extraordinary electrical, mechanical or other equipment be brought on the premises unless special approval has been obtained from the school administrator and Executive Director, Maintenance and Operations, at submission of the Facilities Use Application (DW-8).
3. Use of school facilities ~~for nonschool purposes~~ shall comply with all state and local fire, health and safety laws.

FEE STRUCTURE

1. Non-profit/Youth-serving Groups- Group A

a. "District expense only" shall be charged to non-profit/youth-serving groups whose organizations qualify under the Civic Center Act and who exist for purposes of general character building. ~~and welfare purposes.~~ Organizations with a fee for participation may be asked to comply with the guidelines for a nonprofit organization as determined by the District. If special facilities or services are required at unusual times, or are requested or required at times when normal services are not available, the additional cost of providing such facilities and/or services may be charged. Organizations which qualify for "District expense only" include, but are not limited to, the following:

- (1) Parent-faculty organizations.
- (2) Foundations or organizations created for the purpose of benefiting the District.
- (3) Boy Scouts and Girl Scouts and affiliated organizations.
- (4) School employees' organizations.
- (5) Youth athletic organizations.
- (6) Recreational activities sponsored by city government and parks and recreation departments.
- (7) Booster clubs.

Groups in this category such as Parent Teachers Organizations whose sole purpose is to support the students in this district shall be considered to have met the "in kind service" requirement.

b. Organizations requesting "District expense only" use of facilities may be asked to qualify under the following guidelines:

- (1) Must be registered as a nonprofit organization with the Secretary of State.
- (2) Must have an active board of directors or equivalent, none of whom shall receive compensation for their services.

- (3) Must use fees or donations for direct operating expenses of the requesting agency.
- (4) Must not have undistributed reserves that exceed a reasonable amount.
- (5) Must meet the interests and needs of a segment of the community.
- (6) Must generally be open to the public.
- (7) Must have a copy of by-laws/charter, philosophy, purpose of organization, available for review upon submission of request.
- (8) Must not involve activities which promote individual gain or reflect in nature a commercial enterprise.
- (9) Must be able to submit a financial report at the request of the District.
- (10) Must meet liability insurance coverage as established by the District.

2. Non-profit Community Groups - Group B

- a. "Basic rental cost" shall apply to those organizations who charge admission fees or solicit contributions and the net proceeds are not totally expended for the welfare of the students of the District or for charitable purposes. The District charge shall be in amounts sufficient to pay the cost to the District for supplies, utilities and salaries of the District personnel necessitated by the use. Organizations which qualify for "basic rental cost" include, but are not limited to, the following:

- (1) An approved non-profit community group which chooses to use school facilities for a meeting where an admission is charged or where donation or contribution is solicited, and the net proceeds are not expended for welfare purposes or benefit of the students in the District. This would also include an organizational meeting that is closed to the general public.
- (2) All other organizations which meet the legal requirements for usage of school facilities as set by the Education Code.

- b. Church Utilization

- (1) Use of school facilities for religious services may be granted to organized church groups for a temporary period of time on a one-time or renewable basis.

3. Commercial Use - Group C

Use of facilities for commercial purposes shall apply to all citizens, associations, clubs or organizations which are not qualified for classification as District expense only users or as basic rental cost users, yet are formed for recreational, educational, political, economic, artistic, or moral activities. Any monies received may be used for purposes other than the welfare of the students in the District or charitable purposes.

- a. The applicant shall be a responsible citizen or a responsible organization.
- b. The purpose of the meeting shall be to engage in supervised recreational activities or to discuss any subjects and questions which pertain to the educational, political, economic, artistic, and moral interests of the citizens of the school community.

APPLICABLE ADDITIONAL REQUIREMENTS

- 1. The Federal government considers that Group A and B applicants are receiving considerable assistance from the District and therefore must abide by all applicable Federal regulations.
- 2. Furthermore, in order to receive the benefits of the Group A or B fee schedule from the District (significant assistance), the applicant must agree that:
 - a. They will not discriminate against any person on the basis of disability, race or ethnicity, nationality, gender, sexual orientation or religion.
 - b. Where necessary and in order for an individual with disabilities to be able to participate effectively, the program will be reasonably modified, without increased cost to the participant.
 - c. The modifications or services must be provided unless doing so would fundamentally alter the nature of the program or present an undue burden. Any determination that participation would result in a fundamental alteration of the program or an undue burden, must be made on an individual basis.
- 3. No booking will be made which will interfere with any school function, since school activities necessitate the use school facilities. Previously reserved non-school activities may, of necessity, require cancellation.
- 4. The District will require the applicant to furnish comprehensive general liability insurance.
- 5. All fees shall be paid by check or cashiers check. Checks shall be payable to the Capistrano Unified School District.

6. Rental rates do not include ushers, stage-hands, cafeteria personnel, or other personnel of similar nature, but do include utilities and limited custodial services.
7. All hours that the facilities are utilized will be billed at rates approved by the Board.

APPLICATION PROCESS

1. The completed application form (DW-8) shall be submitted with a non-refundable application processing fee, determined annually, to the school administrator of the facility desired. The DW-8 is the form and document which allows the school administration and the applicant to arrive at a complete and equitable understanding as to what their desires are regarding the use of school property. Therefore, it is of the utmost importance that the applicants insert all information pertinent to the planned activity and review the rules and regulations of the application. In the event an electronic application process is established, the same procedures will be followed.
2. When an application shows irregularities which the school administrator believes are unusual, the site administrator shall notify the Superintendent, or designee, who shall review the application. The Superintendent, or designee, will notify the applicant of the time and place for an in-depth review and extend to the applicant an invitation to answer questions which may arise regarding the application.
3. The Superintendent, or designee, under the authority of the Board, may deny the use of or cancel any permit for use of school facilities to anyone or any organization if the activity reflects upon any citizen because of race, creed or color.
4. The Board may request, through the Superintendent, or designee, that it be furnished with a written discourse which the organization intends to present during the course of the planned meeting or activity. If this material shows itself to be in any way contrary to any law, rule, Board Policy, or regulation of the District, the Superintendent, on behalf of the Board, may deny the proposed use by the organization,
5. Applicants using school property or facilities must comply with all existing laws, rules, and regulations pertaining to the use and occupancy of school facilities.
6. After facility use approval, the school administrator may deny any application or cancel any permit when in his/her opinion the use may be contrary to any existing laws or create a condition which may cause a disturbance or pose a safety hazard.
7. All applications should be directed to the school administrator of the facility, not less than ten (10) days before a desired use is to take place.
8. Any group using an auditorium or stage area shall not disturb, move or change any existing equipment, except with the permission of the designated school personnel.

9. When special activities take place which require extra equipment, such as television lines, etc., the District administration may require, in addition to fees, additional cash deposits to ensure removal of the equipment and to cover the cost of damage caused by the use of such equipment.
10. The officers of the Group are responsible for cleaning returning the facilities to the same condition they were received by the closing time designated on the permit. Groups exceeding allocated times of closure will be assessed a fee sufficient to cover excess service costs, as determined by the fee schedule.

LIMITATIONS

1. Smoking shall not be permitted on school District property in accordance with all state and federal tobacco-free work place requirements. No games of chance or lotteries, as defined by Section 319 of the California State Penal Code, will be permitted on school premises, except bingo games (as authorized by California State Penal Code Section 326.5) conducted by the following groups of school based organizations whose primary purpose is to raise money for the enhancement of school related programs:
 - a. CUSD Parent-Teacher groups;
 - b. CUSD School Co-curricular/Extracurricular Support Groups.
3. Only school employees are permitted to use the school office or equipment.
4. The loan of school furniture and equipment to individuals for personal or private purposes is prohibited.
5. The school telephone is available only to employees for official business except in emergencies and when a pay or cell telephone is not available.
6. All permits will be issued for specific rooms and for specific hours; therefore, it should be the responsibility of the organization that ~~to see~~ the unauthorized portions of the building are not utilized.
7. Storage of non-District owned items on District property is prohibited except with prior written authorization from the Superintendent or designee. If allowed, a complete inventory of items to be stored and appropriate insurance coverage will be provided to the Executive Director, Maintenance and Operations.
8. Facilities use, authorized or unauthorized by the District, shall be subject to all curfews, laws, and local, city/park regulations in terms of access. Unauthorized use of facilities, play areas, and grounds are subject to prosecution for trespassing.

SCHEDULE OF FEES

Submission of a Use of School Facilities Application Form (DW-8) requires enclosure of a nonrefundable application fee \$50.00 for non profit and \$100.00 for profit.

All fees on the schedule are at a per hour rate unless designated otherwise and personnel costs may be increased as the result of negotiated contract settlements.

Single use permits will require payment of all fees 5 days prior to the scheduled event.

Current Fee Structure: See AR 1.4.

Legal Reference:

- ~~EDUCATION CODE~~
- ~~10900-10916 Community Recreation Programs~~
- ~~40040-40047 Civic Center Act: use of school property for public purposes~~
- ~~ACLU of So. Calif. v. Board of Education of Los Angeles (1961), 55 Cal 2nd 167~~
- ~~ACLU of So. Calif. v. Board of Education of San Diego (1961), 55 Cal 2nd 906~~
- ~~ACLU of So. Calif. v. Board of Education of Los Angeles (1963), 59 Cal 2nd 203~~
- ~~ACLU of So. Calif. v. Board of Education of San Diego (1963), 59 Cal 2nd 224~~
- ~~CConnell v. Higgenbotham (1971), 403 US 207, 91 S.Ct. 1772~~
- ~~Cole v. Richardson (1972), 405 US 676, 92 S.Ct. 1332~~
- ~~HEALTH AND SAFETY CODE~~
- ~~24167 Implementation of tobacco use prevention program~~

Management Resources:

- ~~LEGAL ADVISORY~~
- ~~1101.89 School District Liability and "Hold Harmless" Agreements,~~

Legal Reference:

- EDUCATION CODE
- 10900-10914.5 Community recreation programs
- 32282 School safety plan
- 37220 School holidays
- 38130-38138 Civic Center Act, use of school property for public purposes
- 48930. Purpose and privileges of student body organization
- BUSINESS AND PROFESSIONS CODE
- 25608 Alcoholic beverage on school premises
- MILITARY AND VETERANS CODE
- 1800 Definitions
- UNITED STATES CODE, TITLE 20
- 7905 Equal access to public school facilities

COURT DECISIONS

Good News Club v. Milford Central School, (2001) 533 U.S. 98

Lamb's Chapel v. Center Moriches Union Free School District, (1993) 508 U.S. 384

Cole v. Richardson, (1972) 405 U.S. 676

Connell v. Higgenbotham, (1971) 403 U.S. 207

ACLU v. Board of Education of Los Angeles, (1961) 55 Cal .2d 167

Ellis v. Board of Education, (1945) 27 Cal.2d 322

ATTORNEY GENERAL OPINIONS

82 Ops.Cal.Atty.Gen. 90 (1999)

79 Ops.Cal.Atty.Gen. 248 (1996)

Management Resources:

CSBA PUBLICATIONS

Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, February 2010

Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

Policy

adopted: October 2, 1995

revised: June 14, 1999

revised: September 15, 2000

revised: May 14, 2001

revised: September 8, 2004

revised: September 12, 2005

revised: July 2, 2007

revised: December 10, 2007

revised: June 15, 2010

revised:

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – REGULAR MEETING
MAY 13, 2015
EDUCATION CENTER – BOARD ROOM

President Hatton-Hodson called the meeting to order at 5:30 p.m. The Board recessed to closed session to: confer with Legal Counsel regarding Anticipated Litigation; confer with Real Property Negotiators; and discuss Public Employee Employment/Appointment.

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

President Hatton-Hodson introduced Executive Director Mike Beekman who gave instructions on safety measures and protocol for the meeting.

Present: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard, Reardon, and Student Advisor Akhil Patel

The Pledge of Allegiance was led by Student Advisor Akhil Patel.

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**

Prior to the adoption of the agenda, President Hatton-Hodson proposed the Board waive the Oral Communications time limit of 20 minutes in Board Bylaw 9323 to allow all speakers the opportunity to address the Board. By unanimous consensus Board Bylaw 9323 was waived. **President’s Announcement**

President Hatton-Hodson also proposed moving the Consent Calendar prior to Oral Communications and moving Board and Superintendent Comments after Oral Communications. In addition, President Hatton-Hodson announced Agenda Item #21, Citizen’s Request, is being pulled at Mrs. Miramontes’ request and will be placed on the May 27 Board meeting agenda. Special Recognition of the three District Teachers of the Year have been postponed to the May 27 Board meeting.

It was moved by Trustee Jones, seconded by Trustee Reardon, and motion carried by a 6-1 vote to adopt the Board agenda as revised. **Adoption of the Board Agenda**

AYES: Trustees Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard, Reardon, and Student Advisor Akhil Patel

NOES: Trustee Alpay

President Hatton-Hodson reported the following action taken during closed session: **President’s Report from Closed Session Meeting**
Agenda Item #3 A1 – Conference with Legal Counsel – Anticipated Litigation:

The Board gave direction to staff.

Agenda Item #3 A2 – Conference with Legal Counsel – Anticipated Litigation:

The Board gave direction to staff.

Agenda Item #3 B – Conference with Legal Counsel – Real Property Negotiators:

The Board gave direction to staff.

Agenda Item #3 C1 – Public Employee Appointment/Employment:

The Board voted 7-0 to approve the appointment of Teresa Teichman, Manager, Board Office Operations.

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard, and Reardon

NOES: None

Recognition of the District's top three Teachers of the Year was moved to the May 27, 2015, Board Meeting.

**Special
Recognitions**

President Hatton-Hodson announced the District's legal counsel was in attendance at the meeting and would briefly reiterate the Ralph M. Brown Act provisions regarding Trustees' response to public comments on any item not agendized and the discussion of confidential personnel matters. President Hatton-Hodson introduced Anthony De Marco of Atkinson Andelson Loya Ruud & Romo who addressed the Board regarding what is legal for Trustees to discuss and take action on in open session in regards to personnel issues.

**President's
Announcement**

President Hatton-Hodson asked Trustees for items they wished to pull from the Consent Calendar. Item 28 was pulled.

**Items Pulled from
the Consent
Calendar**

Prior to the approval of the remaining Consent Calendar items, Trustees Alpay and Pritchard announced they were abstaining from voting on Agenda Item 25.

CONSENT CALENDAR

It was moved by Trustee Reardon, seconded by Trustee McNicholas, and motion carried by a 7-0 vote to approve the following Consent Calendar items:

Minutes of the of the April 22, 2015, regular Board meeting.

**Minutes
Agenda Item 24**

Minutes of the April 29, 2015, Board and Superintendent Workshop.

**Minutes
Agenda Item 25**

Resolution No. 1415-43, Classified School Employees Week, May 17 - 23, 2015.

**Classified School
Employees Week
Agenda Item 26**

University Partnership Agreement with California State University, San Marcos for placement of students as part of their observation and service learning requirements.

**University
Partnership
Agreement
Agenda Item 27**

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

**Purchase
Orders/Warrants
Agenda Item 29**

Donations of funds and equipment.

**Donations
Agenda Item 30**

Ratification of District standardized Independent Contractor, Master Contract, and Professional Services Agreements.	Professional Services Agreements Agenda Item 31
Ratification of special education Informal Dispute Resolution Case #023815.	IDR Settlement Agreement Agenda Item 32
Ratification of special education Settlement Agreement Case #2014040723A and Case #2014040723B.	Settlement Agreement Agenda Item 33
Bid No. 1415-18, Exterior Paint at Palisades Elementary School, to Tony Painting, Incorporated.	Award of Bid – Exterior Paint Agenda Item 34
Extension of Independent Contractor Agreement for Special Services No. ICASS1314033 with Controltec, Incorporated, to provide services and support related to the CenterTrack software program for tracking enrollment, tuition, and state program attendance reporting for the Early Childhood Programs Department.	Agreement Extension Agenda Item 35
Comprehensive Student Achievement System Development and Common Core Transition Support Addendum to Software License Agreement with Illuminate Education, Incorporated.	Addendum to Software License Agreement Agenda Item 36
Utilization of the Newport-Mesa Unified School District Bid No. 114-15 Office & School Supplies and Equipment for the purchase of office supplies and equipment from Office Depot, as needed, under the same terms and conditions of the public agency’s contract.	Piggyback Bid – Office Supplies and Equipment Agenda Item 37
Resignations, retirements, and employment of classified personnel.	Resignations/Retirements/ Employment (Classified Personnel) Agenda Item 38
Resignations, retirements, and employment of certificated personnel.	Resignations/Retirements/ Employment (Certificated Personnel) Agenda Item 39
ROLL CALL: AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard, Reardon, and Student Advisor Akhil Patel NOES: None ABSENT: None ABSTAIN: None	

Trustee McNicholas stated this item is a course of study recommendation for 2015-2016, which includes Honors designation for all District high school accelerated classes. This is the first step as the District looks at the overall graduating requirements. Trustee McNicholas also reminded the audience there is a special Board meeting scheduled for June 25 regarding high school graduation requirements.

**New Secondary Courses
Agenda Item 28**

It was moved by Trustee McNicholas, seconded by Trustee Hatton-Hodson, and motion carried by a 7-0 vote to broaden the course study: new secondary course.

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard, Reardon, and Student Advisor Akhil Patel
NOES: None

Trustee Hatton-Hodson stated the Board has a statutory responsibility to conduct District business in an orderly and efficient way, so before opening Oral Communications she reminded the audience of the expected decorum for the meeting, per Board Bylaw 9323.

President's Announcement

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

Oral Communications

The following speakers addressed the Board:

- *Victoria Mendez, Jim Sigafos, Eric Heidel, Anna Mendez, Tagg Hurtuwise, Carter Mudge, Corri Roe, Grant Meyes, Colton Hamming, Ed Molina, Nancy Trollinger, Wendy Washington, Mike Dollar, Alexandria Zewiski, Laura Finlay, Shelly Welcome, Fiama Pscraidt, Tatiana Delgadillo, Jolee Cobb, Kent Sanders, and Tim Brown shared all the positive impacts Mike Halt made on San Clemente High School students, parents, and staff and requested the Board reinstate Mr. Halt as principal before graduation.*

Trustee Hanacek stated she attended the ROP Achievement Awards and commended the students who take extra classes and pursue careers while still attending high school. She also stated the new ROP transition will provide more course offerings and pathways for students through the partnership with Saddleback College.

Board and Superintendent Comments

Trustee Jones thanked the speakers for their comments and shared which schools, events, and meetings she had attended since the last Board meeting.

Student Advisor Akhil Patel stated the Board is for students in time of difficulty and well-being and although he can't comment on the issue, he was proud of all the students who voiced their opinions. He added it is important for students to voice their opinions to make progress but being disrespectful will not accomplish their goal.

Trustee Alpay read a statement he prepared regarding Mike Halt and asked staff to agendaize a Board item for the next Board meeting regarding a third party independent audit investigation of Principal Halt's personnel issue.

DISCUSSION/ACTION

Trustee Hatton-Hodson announced the Public Hearing open at 8:40 p.m. regarding the instructional materials recommended for adoption: elementary language arts – Spanish Two-Way Immersion, grades 4 and 5. There being no speakers to address the Board, Trustee Hatton-Hodson declared the Public Hearing closed at 8:40 p.m.

**Public Hearing:
Instructional Materials Adoption
Agenda Item 1**

It was moved by Trustee Reardon, seconded by Trustee Jones, and motion carried by a 7-0 vote to approve the adoption of the following supplemental titles for elementary language arts: *Un Caballo Llamado Libertad (Riding Freedom)* by Pam Munoz Ryan

**Instructional Materials Adoption
Agenda Item 2**

©2001, Scholastic – Spanish Two-Way Immersion, grade 4 and *Un Grillo en Times Square (The Cricket in Times Square)* by George Selden ©1992, Farrar, Straus & Giroux – Spanish Two-Way Immersion, grade 5.

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard, Reardon, and Student Advisor Akhil Patel

NOES: None

Trustee Hatton-Hodson announced the Public Hearing open at 8:41 p.m. regarding the instructional materials recommended for adoption: elementary mathematics, grades K-5. There being no speakers to address the Board, Trustee Hatton-Hodson declared the Public Hearing closed at 8:41 p.m.

**Public Hearing:
Instructional
Materials Adoption
Agenda Item 3**

It was moved by Trustee McNicholas, seconded by Trustee Hanacek, and motion carried by a 7-0 vote to approve the adoption of *California Math Expressions: Common Core* ©2015, Houghton Mifflin Harcourt for Mathematics, grades K-5.

**Instructional
Materials Adoption
Agenda Item 4**

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard, Reardon, and Student Advisor Akhil Patel

NOES: None

Trustee Hatton-Hodson announced the Public Hearing open at 8:42 p.m. regarding the instructional materials recommended for pilot: middle school mathematics – math 8. There being no speakers to address the Board, Trustee Hatton-Hodson declared the Public Hearing closed at 8:42 p.m.

**Public Hearing:
Instructional
Materials Adoption
Agenda Item 5**

It was moved by Trustee Jones, seconded by Trustee McNicholas, and motion carried by a 7-0 vote to approve the pilot for the 2015-2016 school year of *Math Links, Grade 8* ©2013, Center for Math and Teaching for math 8.

**Instructional
Materials Adoption
Agenda Item 6**

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard, Reardon, and Student Advisor Akhil Patel

NOES: None

Trustee Hatton-Hodson announced the Public Hearing open at 8:43 p.m. regarding the instructional materials recommended for adoption: high school English language arts – Language and Composition AP, grade 11, and English IV/World Literature/Composition, grade 12. There being no speakers to address the Board, Trustee Hatton-Hodson declared the Public Hearing closed at 8:43 p.m.

**Public Hearing:
Instructional
Materials Adoption
Agenda Item 7**

It was moved by Trustee Jones, seconded by Trustee Reardon, and motion carried by a 7-0 vote to approve the adoption of *The Devil's Highway: a true story* by Luis Alberto Urrea ©2004, Back Bay Books – Language and Composition AP, grade 11, and *The Picture of Dorian Gray* by Oscar Wilde ©1891, 2003, Penguin Books – English IV/World Literature/Composition, grade 12, for high school English language arts.

**Instructional
Materials Adoption
Agenda Item 8**

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard, Reardon, and Student Advisor Akhil Patel

NOES: None

Trustee Hatton-Hodson announced the Public Hearing open at 8:44 p.m. regarding the instructional materials recommended for adoption: middle school English language arts – English, grades 6, 7, and 8. There being no speakers to address the Board, Trustee Hatton-Hodson declared the Public Hearing closed at 8:44 p.m.

**Public Hearing:
Instructional
Materials Adoption
Agenda Item 9**

It was moved by Trustee Reardon, seconded by Trustee Jones, and motion carried by a 7-0 vote to approve the adoption of the following supplemental titles for middle school English language arts: *God King* by Joanne Williamson ©2002, Bethlehem Books/Ignatius Press – English, grade 6; *I Am Malala* by Malala Yousafzai ©2013, Little, Brown and Company – English, grade 6; *The Watsons Go To Birmingham – 1963* by Christopher Paul Curtis ©1995, Delacorte Press – English, grade 6; *Counting by 7s* by Holly Goldberg Sloan ©2013, Puffin Books/Penguin – English, grade 7; *Matilda Bone* by Karen Cushman ©2000, Yearling/Random House – English, grade 7; *Milkweed* by Jerry Spinelli ©2003, Knopf/Random House – English, grade 7; *Mockingbird* by Kathryn Erskine ©2011, Puffin Books/Penguin – English, grade 7; *Riddle of the Compass* by Amir D. Aczel ©2001, Harcourt – English, grade 7; *Bomb: the race to build and steal the world's most dangerous weapon* by Steve Sheinkin ©2012, Roaring Book Press – English, grade 8; *Brown Girl Dreaming* by Jacqueline Woodson ©2014, Penguin/Random House – English, grade 8; and *The Lions of Little Rock* by Kristin Levine ©2012, G. P. Putnam's Sons – English, grade 8.

**Instructional
Materials Adoption
Agenda Item 10**

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard, Reardon, and Student Advisor Akhil Patel
NOES: None

Trustee Hatton-Hodson announced the Public Hearing open at 8:45 p.m. regarding the instructional materials recommended for adoption: high school Fine Arts – Drama and Stagecraft, grades 9-12. There being no speakers to address the Board, Trustee Hatton-Hodson declared the Public Hearing closed at 8:45 p.m.

**Public Hearing:
Instructional
Materials Adoption
Agenda Item 11**

It was moved by Trustee Jones, seconded by Trustee McNicholas, and motion carried by a 7-0 vote to approve the adoption of *Stagecraft Fundamentals, Second Edition* by Rita Kogler Carver ©2013, Focal Press for high school Fine Arts – Drama and Stagecraft, grades 9-12.

**Instructional
Materials Adoption
Agenda Item 12**

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard, Reardon, and Student Advisor Akhil Patel
NOES: None

Trustee Hatton-Hodson announced the Public Hearing open at 8:46 p.m. regarding the instructional materials recommended for adoption: middle and high school language arts – English language arts, grades 6-12. There being no speakers to address the Board, Trustee Hatton-Hodson declared the Public Hearing closed at 8:46 p.m.

**Public Hearing:
Instructional
Materials Adoption
Agenda Item 13**

It was moved by Trustee McNicholas, seconded by Trustee Hatton-Hodson, and motion carried by a 7-0 vote to approve the adoption of the following supplemental titles for middle and high school English language arts: *NEWSLA (NEWSLA.COM)* ©2015, Newsela – English language arts, grades 6–8; *Scholastic Scope* ©2015, Scholastic Inc. – English language arts, grades 6–8; *New York Times Upfront* ©2015, Scholastic Inc. – English language arts, grades 8–12.

**Instructional
Materials Adoption
Agenda Item 14**

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard, Reardon, and Student Advisor Akhil Patel
NOES: None

Trustee Hatton-Hodson announced the Public Hearing open at 8:47 p.m. regarding the instructional materials recommended for adoption: high school science – Career Technical Education, Biotechnology, grades 11 and 12. There being no speakers to address the Board, Trustee Hatton-Hodson declared the Public Hearing closed at 8:47 p.m.

**Public Hearing:
Instructional
Materials Adoption
Agenda Item 15**

It was moved by Trustee McNicholas, seconded by Trustee Reardon, and motion carried by a 7-0 vote to approve the adoption of *Biotechnology: Science for the New Millennium* by Ellyn Daugherty ©2012, EMC Publishing for high school science – Career Technical Education, Biotechnology, grades 11 and 12

**Instructional
Materials Adoption
Agenda Item 16**

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard, Reardon, and Student Advisor Akhil Patel
NOES: None

Trustee Hatton-Hodson announced the Public Hearing open at 8:48 p.m. regarding the instructional materials recommended for adoption: high school science – Standard and Higher Level Physics for the International Baccalaureate program. There being no speakers to address the Board, Trustee Hatton-Hodson declared the Public Hearing closed at 8:48 p.m.

**Public Hearing:
Instructional
Materials Adoption
Agenda Item 17**

It was moved by Trustee Reardon, seconded by Trustee McNicholas, and motion carried by a 7-0 vote to approve the adoption of *Physics: Course Companion* ©2014, Oxford University Press for high school science – Standard and Higher Level Physics for the International Baccalaureate program.

**Instructional
Materials Adoption
Agenda Item 18**

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard, Reardon, and Student Advisor Akhil Patel
NOES: None

Trustee Hatton-Hodson announced the Public Hearing open at 8:49 p.m. regarding the instructional materials recommended for adoption: high school science – Higher Level Biology for the International Baccalaureate program. There being no speakers to address the Board, Trustee Hatton-Hodson declared the Public Hearing closed at 8:49 p.m.

**Public Hearing:
Instructional
Materials Adoption
Agenda Item 19**

It was moved by Trustee Jones, seconded by Trustee McNicholas, and motion carried by a 7-0 vote to approve the adoption of *Higher Level Biology, 2nd edition* ©2014, Pearson Education for high school science – Higher Level Biology for the International Baccalaureate program.

**Instructional
Materials Adoption
Agenda Item 20**

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard, Reardon, and Student Advisor Akhil Patel
NOES: None

This item was pulled prior to the adoption of the agenda and will be brought back to the May 27, 2015, Board meeting.

**Citizen's Request –
Residency
Verification
Agenda Item 21**

This item was pulled from the agenda on May 8, 2015.

**Proposed
Refinancing-CFD
98-2 and 2004-1
Agenda Item 22**

Deputy Superintendent Clark Hampton stated, with the approval of this item the Transportation Department will submit applications for the maximum allocation of funding allowed from the South Coast Air Quality Management District (SCAQMD) to reimburse the District for purchasing clean alternative fuel school buses. The grant application requests verification from school districts of the funding source and a commitment to the matching fund amount of \$15,000 per unit awarded. The District has 40 school buses that meet the eligibility requirements.

**Bus Program
Grant
Agenda Item 23**

It was moved by Trustee Reardon, seconded by Trustee Hanacek, and motion carried by a 7-0 vote to approve staff to submit the grant applications for all school buses eligible for replacement and commit to the matching fund amount of \$15,000 per unit awarded.

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas,
Pritchard, Reardon, and Student Advisor Akhil Patel

NOES: None

It was moved by Trustee Reardon, seconded by Trustee Jones, and motion carried by a 7-0 vote to adjourn the meeting. **Adjournment**

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas,
Pritchard, Reardon, and Student Advisor Akhil Patel

NOES: None

President Hatton-Hodson announced the meeting adjourned at 8:51 p.m.

Board Clerk

Secretary, Board of Trustees

Minutes submitted by Jane Boos, Manager, Board Office Operations

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

SCHOOLS: RETURN COMPLETED APPLICATION TO YOUR CIF SECTION OFFICE. Applications are Due **NO LATER THAN MAY 31, 2015** to the CIF Section Office)

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

CIF Section: Southern Section
Date of Application: May 18th, 2015

* _____ x \$0.63 = _____
Total # of students Total Dues
(CIF member school & multi-school students)

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

NEW APPLICATION

Dana Hills High School 9 through 12
(CIF Member School requesting multi-school teams status) *(Grade levels involved)*
33333 Golden Lantern Dana Point 92629
(Street Address) *(City)* *(Zip)*

Dr. Jason Allemann
(Principal designated to have administrative responsibility)

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

School Name: Capistrano Connections Academy 9 through 12
Address: 33272 Valle Rd, San Juan Capistrano
Principal's Name: Richard Savage

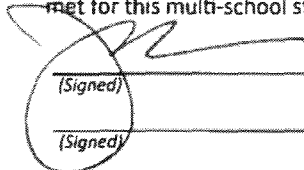
Please specify, even though you are a continuation high school, whether your board of education considers the school an alternative school.

List reason(s) for request: Not a Continuation School

List sport(s) by team to be included (identify as student, boys, or girls):
Football (Both), Cross Country (Both), Tennis (Both), Golf (Both), Volleyball (Both), Waterpolo (Both), Soccer (both), Basketball (Both), Wrestling (Both), Baseball, Softball, Swimming (Both), Track and Field (Both), Lacrosse (Both)

CBEDS enrollments (required): CIF member school: 9-12: _____ +
School/programs(s) to be unified: 9-12: 32 = _____
Total students (transfer total to * at top of page for invoicing)

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

 _____ Dana Hills HS 5/18/15 Principal, CIF Member School
(Signed) *(School)* *(Date)*

(Signed) *(Date)* President, Board of Education, CIF Member School

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

(Signed) Capistrano Connector President, Board of Education, Non Member School
(Signed) *(School)* *(Date)*

(Signed) *(Date)* President, _____
(League)

(Signed) *(Date)* Commissioner, _____
(CIF Section)

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

State CIF Executive Director Date

Order Confirmation



Effective Date:

Meltwater Services

Meltwater News License and SMU
(Jun 11, 2015 - Jun 10, 2016)

- Access by 5 Authorized Users (defined herein) to Meltwater News' online media monitoring service. "Authorized Users" means those specific employees or consultants located in United States that Customer has authorized to use the Meltwater News Services solely for the benefit of Customer;
- 10 Agents (defined herein). "Agent" means a single search string comprised of an unlimited number of keywords used to search online global news sources and yield News Link Search Results (defined herein) through the Meltwater Platform. "News Link Search Result" means the search result that is displayed on the Meltwater Platform for a specific news article that contains a hyperlink text to the online news source where the article can be found;
- Ad-hoc keyword search capability of online global news sources in addition to Agent-generated News Link Search Results;
- Archive, translation and online distribution capability of News Link Search Results generated through the Meltwater News Platform;
- Natural Language Processing (NLP) analysis of article sentiment in selected languages;
- Technical support for the duration of the subscription to the Meltwater News Services;
- Daily e-mail reports with News Link Search Results deliverable to Authorized Users;
- Access by existing Meltwater News Authorized Users (defined herein) to Meltwater News' online social media monitoring service. "Authorized Users" means those specific employees or consultants located in the United States that Customer has authorized to use the Meltwater News Services solely for the benefit of Customer;
- 1 Campaign (defined herein). "Campaign" means a search string comprised of an unlimited number of keywords used to search social media sites and yield an unlimited number of search results through the Meltwater Platform;
- Social Media Upgrade results can be presented to show blog and social media coverage.

Statistics
(Jun 11, 2015 - Jun 10, 2016)

- Customer can compare and analyze media coverage of Customer based on parameters selected by Customer (e.g., key terms and/or media sources);
- Customer can create unlimited graphical illustrations using News Link Search Results from Agents or ad-hoc searches;
- Customer can create unlimited matrix overviews for readership figures of media sources and specific news articles; and
- Customer can export data to Microsoft Excel and Customer can create clip reports of News Link Search Results

Meltwater Press Platform
(Jun 11, 2015 - Jun 10, 2016)

- Access by 5 Authorized User(s) (defined herein) to a comprehensive media contact database made available by Meltwater. "Authorized Users" means those specific employees or consultants located in United States that Customer has authorized to use the Meltwater Services solely for the benefit of Customer. Access is made available by Meltwater Press for the following markets:
 - United States
- Unlimited Email Press Releases and Media Advisories/Pitches and Media Lists
- Unlimited archiving of Email Press Releases and Media Advisories/Pitches and Media Lists
- Database updated on demand
- Web portal access 24 hours a day/365 days a year with personalized company password for exclusive access
- Free support and training by dedicated person from Meltwater Press
- Proprietary Journalist Search
- Identified Journalists using Natural Language Processing
- Create Contact lists based on searches

Newsletter
(Jun 11, 2015 - Jun 10, 2016)

EXHIBIT 13

- Meltwater will supply Customer with 1 branded Newsletter template.
- Customer can use this branded template or the standard Meltwater News template to send customized/branded e-mail newsletters containing News Link Search Results from the Meltwater Platform and/or Customer-generated content to 10000 recipients. "Recipients" (defined herein) mean the specific e-mail addresses (either internal or external to Customer's company) that Customer selects and includes on its newsletter distribution list.
- Customer can create an unlimited number of newsletters based on the template provided.

Total Price

15000.00 USD

(Amount excludes Sales Tax)

SPECIAL TERMS:

- Notwithstanding anything to the contrary in this Agreement, Customer shall pay all invoices within 30 days of the date of invoice
- Notwithstanding anything to the contrary in this Agreement, Customer will pay all invoices in accordance with the following schedule: Invoice 1 in the amount of 15000.00 USD due on or before Jul 01, 2015 ;

By signing below, Customer agrees to be bound by this Order Confirmation, the Terms and Special Terms, if any, which together constitute the entire Agreement between the parties. The signing individual represents that he/she has the authority to enter into the Agreement on behalf of Customer

Customer

Name and Contact Information:

Capistrano Unified School District
 33122 Valie Road
 San Juan Capistrano, California 92675
 United States
 Contact: Julie Hatchel
 P: (949) 234-9427

Meltwater Affiliate

Name and Contact Information:

Date

Name

Email

Title

Signature

Date

Name

Alicia Hester

General Terms and Conditions of Use of Meltwater Services

1. General

These General Terms and Conditions of Use ("T&C") together with the Order Confirmation and Special Terms (as defined in the Order Confirmation), if any, constitute the entire "Agreement" between the parties. This Agreement shall govern Customer's access to and use of the Site (as defined below) and the Meltwater products and services purchased by Customer as listed in the Order Confirmation (collectively, "Meltwater Services"). The Meltwater Services are provided by Meltwater News US Inc ("Meltwater") and its third party providers, as applicable, on and through the domain and sub-domains of www.meltwater.com (collectively, the "Site"). To the extent of any inconsistency between the T&C, Special Terms and the Order Confirmation, the Special Terms shall control, followed by the T&C and then the Order Confirmation, unless otherwise agreed by the parties.

2. Right of Use

2.1 Customer is obligated to access and use the Site and the Meltwater Services, and any content accessed by or provided therein, in accordance with all applicable laws, rules and regulations and agrees to accept Meltwater's privacy policy, located at <http://www.meltwater.com/privacy>. Meltwater reserves the right to make changes to its policies and the Site at any time. Subject to the terms and conditions of the Agreement, Meltwater shall grant Customer a non-exclusive and non-transferable right to permit the Authorized Users specified in the Order Confirmation to use the Meltwater Services for internal purposes. This does not include performance of services for the benefit of third parties, nor the use by Customer's affiliated companies. Customer shall be authorized to engage external consultants as users of the Meltwater Services on the premise of appropriate contractual agreements and to the extent that they will use the Meltwater Services exclusively for the Customer.

2.2 Customers who are marketing or public relations agencies may use the Meltwater Services on behalf of their clients but only if all of the following conditions are met: (i) Customer agrees that Meltwater and its licensors and/or providers are not parties to the agreement between Customer and its client; (ii) Customer's payment obligations pursuant to this Agreement are not dependent upon receiving payment from Customer's clients; (iii) Customer must first obtain its client's written consent authorizing Customer to provide client information as necessary for Meltwater to perform under this Agreement; (iv) if applicable, Customer must first obtain its client's written consent authorizing Customer to act on the client's behalf, including sending out press releases using the Meltwater Services; and (v) the agreement between Customer and its clients is at least as restrictive and protective of Meltwater's and its licensors' and/or its providers' rights as this Agreement. Customer shall be solely responsible for and shall comply with all laws, rules, regulations and directives in delivering and providing the Customer's agency services, including but not limited to, any laws regarding privacy and the use and disclosure of personal data and any advertising and/or marketing laws.

3. Prerequisites

Customer shall be responsible for obtaining and maintaining all hardware, software, communications equipment and network infrastructures required to access and use the Site and the Meltwater Services, and for paying all third-party fees and access charges incurred while using the Meltwater Services.

4. Account and Password

Customer will receive a password to log in to the Site and access the Meltwater Services. Customer shall have sole responsibility for all activities relating to such Customer's account and shall immediately inform Meltwater of any unauthorized use of the Customer's account.

5. Product-Specific Terms and Conditions

If Customer purchases the following Meltwater Services, the following applicable terms and conditions listed below shall apply, in addition to all other terms of this Agreement:

5.1 **Meltwater Rise:** Customer shall have sole responsibility for administering any contests, promotions, competitions and/or sweepstakes that may be operated using the Meltwater Services and for

creating and enforcing all applicable rules, guidelines, terms of use and/or privacy policies for any such contests, promotions, competitions and/or sweepstakes. Any boilerplate contest rules that may be provided by Meltwater are provided for illustrative purposes and on an "as-is" basis only without any representation of warranty, express, implied, statutory or otherwise. Customer is solely responsible for ensuring that all contests, promotions, competitions and/or sweepstakes operated using the Meltwater Services and all rules, guidelines, terms of use and/or privacy policies governing any of the foregoing, comply with all applicable laws, rules, regulations and orders.

5.2 **Online Newswire:** Customer shall only release newswires, articles or other content that is directly associated with Customer, and Customer acknowledges that neither Meltwater nor any third party newswire provider has any obligation to publish Customer content onto any third party newswire or website. Meltwater and any third party newswire provider, at their sole discretion, shall expressly reserve the right to refuse any news releases and/or other content such as graphics, photos and captions that are not consistent with the purpose of a professional news release distribution network.

5.3 **mPress:** mPress is intended for use in distributing press releases to professional journalists. By uploading Customer's own contacts, Customer represents and warrants that: (i) all contacts located in Canada are professional journalists or otherwise are employees, representatives, consultants or franchisees of an organization with which Customer has a relationship; and (ii) that Customer complies with Canada's anti-spam law ("CASL"). Customer shall indemnify and hold harmless Meltwater, its subsidiaries, affiliates, successors, assigns, officers, directors, stockholders, employees and customers (the "Indemnitees"), from and against any and all liability losses, damages, claims, demands, fines, causes of action, suits or proceedings and expenses connected therewith (including reasonable attorneys' fees) arising from or related to Customer's breach of the warranties herein Section 5.3.

5.4 **Global Print Media:** Customer represent that it has read, understand, and agree to be bound by the terms and conditions located at

<http://meltwaternews.com/doc/AcquireMediaTermsOfService.pdf>

Customer agrees that Acquire Media is an intended third party Beneficiary of this Agreement.

6. Third Party Sites and Third-Party Content

Meltwater Services may include links to third party websites ("Third Party Sites"). Customer is responsible for evaluating whether to access or use a Third Party Site and agrees to be bound by any applicable terms found therein. Meltwater does not screen, audit or endorse any Third Party Site. Meltwater shall not assume any responsibility for the content, advertising, products or other materials ("Third-Party Content") on Third Party Sites. Customer agrees it will not copy, reproduce, distribute, transmit, broadcast, modify, display, sell, license or otherwise exploit Third Party Content except in strict compliance with the rights, if any, granted to Customer by any third party. Customer warrants that all content uploaded and distributed via the Meltwater Services by Customer shall comply with all applicable law. Meltwater will terminate the account of any Customer, and block access of any user, who infringes any Meltwater or third party intellectual property right.

7. Invoicing and Payment

7.1 Prior to the start of each contract term, Customer will be invoiced for the full amount due. Customer shall pay all invoices within fourteen (14) days after the invoice date. Except as provided in Section 7.4 below, payment obligations are non-cancellable and all fees paid by Customer are non-refundable.

7.2 Unless otherwise stated, Meltwater's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales and use, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchase of Meltwater Services. If Meltwater has the legal obligation to pay or collect Taxes for which Customer is responsible, the appropriate amount shall be invoiced to and

paid by Customer, unless Customer provides Meltwater with a valid tax exemption certificate from the appropriate taxing authority.

7.3 If Customer is in breach of this Section, Meltwater shall be entitled to charge default interest on the outstanding fees in the maximum amount allowable by law and/or suspend or terminate access to the Meltwater Services at its sole option, with or without notice to Customer. Additional claims for payment default remain reserved.

7.4 In the event Meltwater materially breaches this Agreement, and such breach remains uncured for a period of thirty (30) days after notice from Customer, Customer shall be entitled to a pro-rata refund for the portion of the then-current term that has been pre-paid and is subject to the material breach and remains uncured.

8. Duration and Cancellation

8.1 The Agreement shall commence on the date specified in the Order Confirmation and shall continue for the initial term as stated therein, unless earlier terminated in accordance with the Agreement. Thereafter, the Agreement will be extended automatically for periods of time equivalent to the initial term or the then-current renewal term at Meltwater's then-current prices and subject to the terms of this Agreement, unless the Agreement is cancelled in writing at least sixty (60) days prior to the expiration of the initial term or the then-current renewal term. Any initial pricing and/or payment terms shall only be applicable to the initial term.

8.2 A timely cancellation according to Section 8.1 will become effective as of the end of the respective term. Upon expiration or termination of the Agreement, Customer's access rights and all other rights granted under this Agreement shall expire. Termination of the Agreement shall not act as a waiver of any breach of the Agreement and shall not release a party from any liability for breach of such party's obligations under the Agreement that occurred prior to the effective date of termination.

8.3 In addition to other rights and remedies available to Meltwater, Meltwater is entitled to cancel the Agreement without notice if Customer violates essential or material obligations under the Agreement. Meltwater also reserves the right to cancel the Agreement without notice if a substantial decline in the asset situation of Customer occurs, if insolvency proceedings are opened for the assets of Customer or if such proceedings are rejected due to lack of assets.

8.4 The following Sections shall survive the expiration, termination or cancellation of the Agreement in full force and effect: General, Third Party Sites and Third Party Content, Intellectual Property, Data Use and Restrictions, Liability and Warranty, and Additional Provisions.

9. Intellectual Property

Subject to applicable law, the content on the Site, except for content created by users and third parties if any, including without limitation, software, code, forms, text and other materials, trademarks, service marks or logos contained therein ("Marks"), are owned by or licensed to Meltwater. Customer's use of the Site and the Meltwater Services is limited to the rights granted to Customer under this Agreement and Meltwater reserves all rights not expressly granted herein.

10. Data Use and Restrictions

The rights granted to Customer under this Agreement do not include any resale of any portion of the Site or its contents, any collection and use of any derivative of the Site or its contents, any downloading or copying of account information for the benefit of another company or party, or any use of data mining, robots, or similar data gathering and extraction tools. The Site or any portion of the Site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any purpose inconsistent with the limited rights granted to Customer under this Agreement. Customer may not frame or utilize framing techniques to enclose any trademark, logo, or other Meltwater generated content of the Site, or use meta tags or any other "hidden text" or data elements utilizing Meltwater's name or trademarks without express written consent by Meltwater. Meltwater shall in no way be responsible or liable for unauthorized use or disclosure of personal information by the Customer.

11. Liability and Warranty

11.1 To the maximum extent permitted by applicable law, either party's total aggregate liability arising out of or in connection with this Agreement shall in no event exceed the total amount of payments due by Customer to Meltwater during the initial term or the then applicable renewal term of the Agreement.

11.2 To the maximum extent permitted by applicable law, in no event shall either party be liable for any, indirect, incidental, special, consequential or exemplary damages, however caused and under any

theory of liability arising out of or in connection with this Agreement. This shall include, but not be limited to, any loss of, profit, goodwill or business reputation, any loss of data suffered, cost of procurement of substitute goods or services, or other intangible loss.

11.3 Meltwater warrants that it has the legal power and authority to enter into this Agreement. Except as provided herein, Meltwater provides the Site "as is" without any warranty or condition of any kind, express or implied. Meltwater does not guarantee uninterrupted, secure or error-free operation of the Site. Meltwater makes no representation or warranty as to the accuracy, timeliness, quality, completeness, suitability or reliability of any information or data accessed on or through the Site. No information obtained from Meltwater or through the Site, whether oral or written, shall create any warranty not expressly stated in this Agreement.

12. Operating Hours and System Maintenance

12.1 Meltwater shall use commercially reasonable efforts to ensure that the Customer receives uninterrupted and continuing service throughout the term of the Agreement.

12.2 Notwithstanding Section 12.1, Meltwater may need to carry out routine maintenance or urgent maintenance of the Meltwater Services may become unavailable for reasons not within Meltwater's control. In such case, Meltwater shall use commercially reasonable efforts to inform the Customer of any downtime and restore the Meltwater Services as soon as reasonably practicable. In the event Meltwater fails to use commercially reasonable efforts and the Meltwater Services remain unavailable to Customer for more than three (3) business days of Customer first notifying Meltwater of such unavailability, Meltwater will issue to Customer a credit in an amount equal to the pro-rated charges of one day's usage fees for every day that the Meltwater Services are unavailable for the Customer.

13. Additional Provisions

13.1 The Agreement will be governed by and interpreted in accordance with the laws of California, USA. To the extent allowed by law, Customer irrevocably agrees all disputes arising out of or in connection with this Agreement shall be finally settled by binding arbitration under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The place of arbitration shall be San Francisco, California. The language of the arbitral proceedings shall be English (or as determined between the parties). Judgment upon any award(s) rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator is authorized to include in the award an allocation to any party of such costs and expenses, including reasonable attorneys' fees, as the arbitrator shall deem reasonable.

13.2 A party's waiver of a breach or default by the other party of any provision of the Agreement shall not be construed as a waiver of any succeeding breach or default by the other party, nor shall a party's failure to exercise or enforce any right or provision of the Agreement be deemed to be a waiver of such right or provision.

13.3 Invalidity of any specific provision of this Agreement shall not affect the validity of the remaining provisions. Any invalid provision shall be replaced by a valid provision which comes as close as possible to the intent of the invalid provision.

13.4 Neither this Agreement nor any obligation or right hereunder may be assigned or transferred by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided, however, that both parties may assign this Agreement in whole without the other party's prior consent to a successor in interest in connection with a merger, acquisition or sale of all or substantially all of its assets to which this Agreement relates on condition that such successor in interest agrees in writing to comply with all terms and conditions of this Agreement.

13.5 Both parties acknowledge and agree that this Agreement constitutes the entire agreement between the parties in regards to the subject matter herein. Any other terms and conditions, including, without limitation, terms and conditions on or attached to a purchase order, vendor registration documents, tenders or request for proposals, are void and shall be of no force and effect regardless of whether they are delivered to Meltwater prior to, concurrently, or after the execution of this Agreement. Performance by Meltwater with respect to the Meltwater Services shall not constitute acceptance of any additional or alternative terms and conditions nor shall a failure to act on said additional terms and conditions constitute acceptance of the provisions contained therein.

13.6 This Agreement may only be amended in writing signed by authorized representative of both parties.



13.7. Customer and Meltwater agree that notices may be sent by electronic mail to the electronic mail address indicated on the Order Confirmation or then-current electronic mail address provided by a party to the other party and designated as the proper electronic mail address, and agree that notices are deemed received forty-eight (48) hours after transmission. Each party agrees that any electronic communication will

satisfy any legal communication requirements, including all such communication required by applicable laws to be in writing.

Global Version, Revised 1/2013

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2014-15 =====
Board of Trustees Meeting.....MAY 27, 2015

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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
5465	87	WLC ARCHITECTS INC	CnsMgFee/Fac Acq /CVHS	8,551.97
			1 Purchase Orders	\$8,551.97

EXHIBIT 14

Attachment 1

Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2014-15 =====
 Board of Trustees Meeting.....MAY 27, 2015

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
345700	1	CORNER TO CORNER CARPET CARE	Serv& Op/RR:Bldgs/Dstrctwd	10,000.00
345701	14	G.A. DOMINGUEZ	Bldg Imp/Fac Acq /Dstrctwd	100,000.00
345702	1	CAMCOR INC	InstMtls/Instrctn/Oak Grv	248.86
345703	1	CAMCOR INC	NonCapEq/Instrctn/Dstrctwd	829.55
345704	1	UNITED WATER WORKS INC.	SplsNonI/Op:Grnds/Dstrctwd	2,252.07
345705	1	JIM'S MUSIC CENTER	InstMtls/Instrctn/Dstrctwd	2,109.24
345706	1	JIM'S MUSIC CENTER	InstMtls/Instrctn/Dstrctwd	1,510.92
345707	1	JIM'S MUSIC CENTER	InstMtls/Instrctn/Dstrctwd	622.08
345708	1	JIM'S MUSIC CENTER	InstMtls/Instrctn/Dstrctwd	3,067.20
345709	1	JIM'S MUSIC CENTER	InstMtls/Instrctn/Dstrctwd	1,242.00
345710	1	JIM'S MUSIC CENTER	InstMtls/Instrctn/Dstrctwd	2,896.56
345711	1	GUITAR CENTER STORES INC	InstMtls/Instrctn/CVHS	77.22
345712	1	SHAR PRODUCTS COMPANY	InstMtls/Instrctn/Dstrctwd	2,159.03
345713	1	SHAR PRODUCTS COMPANY	InstMtls/Instrctn/VDMMS	634.33
345714	1	CATAPULT LEARNING WEST LLC	Serv& Op/Instrctn/SERRAECS	2,372.00
345715	1	SOUTHWEST STRINGS	InstMtls/Instrctn/Dstrctwd	3,055.45
345716	1	EMERGENCY TRAINING NETWORK	Serv& Op/Instrctn/DHHS	3,200.00
345717	1	WAXIE	SplsNonI/Saf&Trng/Dstrctwd	8,757.37
345718	1	B & H PHOTOGRAPHY	NonCapEq/Instrctn/Tesoro	6,901.80
345719	1	EMERGENCY ESSENTIALS INC	SplsNonI/SupvAdmn/Dstrctwd	1,146.58
345720	1	EMERGENCY ESSENTIALS INC	SplsNonI/Saf&Trng/Dstrctwd	48,600.16
345721	1	D & H DISTRIBUTING	InstMtls/Instrctn/CVHS	2,313.36
345722	11	DELL COMPUTER	InstMtls/Instrctn/Dstrctwd	4,262.80
345723	1	INSIGHT SYSTEMS EXCHANGE	Serv& Op/Instrctn/SERRAECS	3,661.20
345724	1	DELL COMPUTER	InstMtls/Instrctn/Tesoro	746.75
345725	1	PC MALL GOV	InstMtls/Instrctn/Dstrctwd	1,540.00
345726	1	APPLE COMPUTER INC	InstMtls/Instrctn/Del Obis	19,761.12
345727	1	MEDICAL SUPPLIES & EQUIPMENT	SplsNonI/Saf&Trng/Dstrctwd	10,523.68
345728	1	PC & MACEXCHANGE	NonCapEq/Instrctn/ANHS	1,053.00
345729	1	CDWG Inc	CompTech/Instrctn/Dstrctwd	312,400.50
345730	1	CDWG Inc	CompTech/Instrctn/Dstrctwd	312,400.50
345731	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/Instrctn/Dstrctwd	61,250.00
345732	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	404.63
345733	1	B & H PHOTOGRAPHY	NonCapEq/Instrctn/DHHS	5,780.16
345734	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/MFMS	340.20
345735	1	WESTERN PSYCHOLOGICAL SERVICES	SplsNonI/PsychSer/Dstrctwd	915.92
345736	1	STOELTING CO	SplsNonI/PsychSer/Dstrctwd	4,409.04
345737	1	NASCO WEST	InstMtls/Instrctn/SMS	498.92
345738	1	READ NATURALLY	InstMtls/Instrctn/San Juan	2,198.34
345739		VOID	VOID	0.00
345740	1	READ NATURALLY	InstMtls/Instrctn/Hiddn Hl	125.00
345741	1	NASCO WEST	InstMtls/Instrctn/DJAMS	741.72
345742	1	* PC & MACEXCHANGE	NonCapEq/Instrctn/Dstrctwd	63,180.00
345743		VOID	VOID	0.00
345744	1	ACT COMPUTER SERVICES	InstMtls/Instrctn/MFMS	2,100.00

Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2014-15 =====
 Board of Trustees Meeting.....MAY 27, 2015

PO No.	Fund	Vendor	Description	Amount
345745	1	PC & MACEXCHANGE	NonCapEq/Instrctn/Dstrctwd	42,120.00
345746	1	PERMA-BOUND	Bks&Ref /Instrctn/LFMS	691.09
345747	1	ACT COMPUTER SERVICES	Serv& Op/Instrctn/ANHS	300.00
345748	11	ACT COMPUTER SERVICES	InstMtls/Instrctn/Dstrctwd	300.00
345749	1	MATHOM HOUSE BOOKS INC	InstMtls/Instrctn/Concordi	1,067.90
345750		VOID	VOID	0.00
345751	1	COLLEGE BOUND SENIORS REPORTS	Serv& Op/PuplTest/Dstrctwd	2,655.00
345752	1	DICK BLICK WEST	InstMtls/Instrctn/Tesoro	1,332.18
345753	1	SCHLESSINGER MEDIA	Bks&Ref /Libr&Med/BAMS	427.39
345754	1	NASCO WEST	InstMtls/Instrctn/Dstrctwd	46.36
345755	1	SUPER DUPER INC.	InstMtls/SE0thIns/Dstrctwd	191.00
345756	1	EDTECH TEAM INC	Serv& Op/Instrctn/St Edwr	975.00
345757	1	SOCIAL THINKING PUBLISHING	InstMtls/SE0thIns/Dstrctwd	193.54
345758	1	COMPLETE OFFICE OF CA	SpplsNonI/SupvAdmn/Dstrctwd	600.00
345759	1	SCHOOLDUDE.COM	SpplsNonI/Oper:O/H/Dstrctwd	1,200.00
345760		VOID	VOID	0.00
345761	1	MOBILE COMMUNICATION REPAIR	SpplsNonI/Saf&Trng/Dstrctwd	14,288.40
345762	1	CAL STAGE & LIGHTING INC	SpplsNonI/Sch Adm /AVMS	184.48
345763	1	EDUCATIONAL DATA SYSTEMS	SpplsNonI/SupvAdmn/Dstrctwd	556.84
345764	12	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Dstrctwd	82.07
345765	1	ACT COMPUTER SERVICES	InstMtls/Instrctn/BAMS	600.00
345766	1	ACT COMPUTER SERVICES	Serv& Op/Instrctn/Dstrctwd	14,700.00
345767		VOID	VOID	0.00
345768	1	ACT COMPUTER SERVICES	Serv& Op/Instrctn/Dstrctwd	11,400.00
345769	1	NASCO WEST	InstMtls/Instrctn/Dstrctwd	840.07
345770	1	NASCO WEST	InstMtls/Instrctn/Dstrctwd	544.73
345771		VOID	VOID	0.00
345772	1	ORANGE COUNTY SCH BOARDS ASSN	CnfrNonI/Supt /Dstrctwd	32.00
			CnfrNonI/Board /Dstrctwd	32.00
345773	1	CDWG Inc	InstMtls/Instrctn/Del Obis	1,853.28
345774	1	APPLE COMPUTER INC	SpplsNonI/SupvAdmn/Dstrctwd	300.00
			InstMtls/Instrctn/ANHS	4.32
345775	1	CDWG Inc	SpplsNonI/SupvAdmn/Dstrctwd	271.21
345776	1	APPLE COMPUTER INC	SpplsNonI/SupvAdmn/Dstrctwd	261.12
345777	1	ACER SERVICES CORPORATION	Rnt&Repr/TIS /Dstrctwd	750.00
345778	1	HOWARD TECHNOLOGY SOLUTIONS	NonCapEq/Instrctn/Dstrctwd	906.50
345779	1	DELL COMPUTER	SpplsNonI/TIS /Dstrctwd	2,229.38
345780	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	5,115.36
345781	1	CDWG Inc	NonCapEq/Instrctn/Dstrctwd	12,099.00
345782	14	CLEAR SOURCE IT	Bldg Imp/Fac Acq /Dstrctwd	36,897.12
345783	1	DELL COMPUTER	SpplsNonI/Sch Adm /Oak Grv	1,406.66
345784	1	DELL COMPUTER	SpplsNonI/Sch Adm /Oak Grv	746.75
345785	1	SCHOOL SERVICES OF CALIFORNIA	CnfrNonI/SuppSvcs/Dstrctwd	155.00
			CnfrNonI/Supt /Dstrctwd	155.00
			CnfrNonI/Bus/Fisc/Dstrctwd	620.00
			CnfrNonI/SupvAdmn/Dstrctwd	155.00
			CnfrNonI/Enterprs/Dstrctwd	310.00
345786	*1	SCHOOL SERVICES OF CALIFORNIA	CnfrNonI/Pub Info/Dstrctwd	155.00
			CnfrNonI/StaffNeg/Dstrctwd	310.00
345787	1	RANCHO SANTIAGO COLLEGE	FieldTrp/Instrctn/Malcom	840.00
345788		VOID	VOID	0.00

Board of Trustees Purchase Order Listing
 ----- Fiscal Year: 2014-15 -----
 Board of Trustees Meeting.....MAY 27, 2015

PO No.	Fund	Vendor	Description	Amount
345789	1	OFFICE DEPOT	SplsNonI/SupvAdmn/Dstrctwd	4,000.00
345790	1	ENVIRONMENTAL NATURE CENTER	FieldTrp/Instrctn/RH Dana	435.50
345791	11	CDWG Inc	InstMtls/Instrctn/Dstrctwd	9,996.82
345792	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/SE0thIns/Dstrctwd	9,153.00
345793	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/SE0thIns/Dstrctwd	366.12
345794	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Oak Grv	366.12
345795	1	APPLE COMPUTER INC	InstMtls/SE0thIns/Dstrctwd	412.32
345796		VOID	VOID	0.00
345797	1	APPLE COMPUTER INC	InstMtls/SE0thIns/Dstrctwd	358.32
345798	1	CDWG Inc	InstMtls/SE0thIns/Dstrctwd	271.21
345799	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/SE0thIns/Dstrctwd	24.50
345800	1	CDWG Inc	InstMtls/SE0thIns/Dstrctwd	16,350.00
345801	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/SE0thIns/Dstrctwd	1,225.00
345802	1	CDWG Inc	InstMtls/Instrctn/Tesoro	749.76
345803	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/Instrctn/Tesoro	73.50
345804		VOID	VOID	0.00
345805	1	CDWG Inc	InstMtls/Instrctn/ANHS	654.00
345806	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/Instrctn/ANHS	49.00
345807	1	PC MALL GOV	InstMtls/Instrctn/Cal Prep	14.63
345808	1	AVID CENTER	Conf:Ins/Instrctn/Dstrctwd	3,495.00
345809	1	CAMCOR INC	InstMtls/Instrctn/Oak Grv	82.95
345810	1	SCANDIUM INC	InstMtls/Instrctn/Oak Grv	239.42
345811		VOID	VOID	0.00
345812	1	MOREY'S MUSIC	NonCapEq/Instrctn/Tesoro	3,702.73
345813	1	LEMUR MUSIC COMPANY	InstMtls/Instrctn/Tesoro	4,102.86
345814	1	CAMCOR INC	SplsNonI/Sch Adm /Kinoshita	1,244.32
345815	1	CAMCOR INC	InstMtls/Instrctn/Lobo	2,439.16
345816	1	CAMCOR INC	InstMtls/Instrctn/Dstrctwd	399.38
345817	1	PC & MACEXCHANGE	InstMtls/Instrctn/LRMS	139.32
345818	1	PC & MACEXCHANGE	InstMtls/Instrctn/ArroyoMS	417.96
345819	1	B & H PHOTOGRAPHY	SplsNonI/SupvAdmn/Dstrctwd	300.00
			InstMtls/Instrctn/San Juan	248.96
345820	1	MOBILE COMMUNICATION REPAIR	Rntl:Oth/RR:Bldgs/Dstrctwd	2,000.00
345821	1	CAMCOR INC	NonCapEq/Instrctn/Dstrctwd	241.36
345822	1	PC & MACEXCHANGE	SplsNonI/SupvAdmn/Dstrctwd	278.64
345823	1	GANAHL LUMBER	InstMtls/Instrctn/Dstrctwd	800.00
345824	1	SALTILLO	InstMtls/SE0thIns/Dstrctwd	34.00
345825	1	ADVANCED KEYBOARD TECH INC	InstMtls/SE0thIns/Dstrctwd	297.12
345826	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Las Palm	408.35
345827	1	ORIENTAL TRADING CO	SplsNonI/Sch Adm /RH Dana	28.58
345828	1	HAZELDEN EDUC MATERIALS	Serv& Op/SupvAdmn/Dstrctwd	224.64
345829	1	ENABLEMART	InstMtls/SE0thIns/Dstrctwd	178.19
345830	1	PC & MACEXCHANGE	SplsNonI/SupvAdmn/Dstrctwd	139.32
345831	1	SCHOOL OUTFITTERS.COM	InstMtls/Instrctn/AVMS	106.22
345832	1	ORIENTAL TRADING CO	SplsNonI/Sch Adm /Marblehd	67.76
345833	1	NASCO WEST	InstMtls/Instrctn/Dstrctwd	526.22
345834	1	ENABLING DEVICES	InstMtls/SE0thIns/Dstrctwd	413.53
345835*	1	PERFECT IMPRESSION, THE	SplsNonI/Sch Adm /DJAMS	189.00
345836	1	ORIENTAL TRADING CO	SplsNonI/Sch Adm /Las Palm	22.65
345837	1	MAYER-JOHNSON CO	InstMtls/SE0thIns/Dstrctwd	117.95

Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2014-15 =====
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PO No.	Fund	Vendor	Description	Amount
345838	1	MAYER-JOHNSON CO	InstMtls/SEOthIns/Dstrctwd	117.95
345839	1	CARLEX COMPANY, THE	InstMtls/Instrctn/LRMS	721.32
345840	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/SMS	97.98
345841	1	AARDVARK CLAY	NonCapEq/Instrctn/MFMS	2,672.95
345842	1	SCHOLASTIC EDUCATION INC	InstMtls/Instrctn/Dstrctwd	282.23
345843	1	ADVANCED KEYBOARD TECH INC	InstMtls/SEOthIns/Dstrctwd	276.48
345844	1	LEARNING ZONE	InstMtls/Instrctn/ArroyoMS	297.09
345845	1	DICK BLICK WEST	InstMtls/Instrctn/CVHS	410.95
345846	1	ASCD	InstMtls/Instrctn/RH Dana	359.17
345847	1	DELTA EDUCATION	Bks&Ref /Instrctn/Viejo	1,354.75
345848	1	VISTA PAINT & WALLCOVERING	Rntl:Oth/RR:Bldgs/Dstrctwd	2,000.00
345849	1	HIRSCH PIPE & SUPPLY	SpplsNonI/RR:Bldgs/Dstrctwd	10,000.00
345850	1	MIRACLE RECREATION EQUIPMENT	SpplsNonI/RR:Bldgs/Dstrctwd	6,000.00
345851	1	GAMETIME	SpplsNonI/RR:Bldgs/Dstrctwd	5,000.00
345852	1	CLARK SECURITY PRODUCTS	SpplsNonI/RR:Bldgs/Dstrctwd	10,000.00
345853	1	P.W. GILLIBRAND CO. INC.	SpplsNonI/Op:Grnds/Dstrctwd	2,500.00
345854	1	DENAULT'S HARDWARE	SpplsNonI/RR:Bldgs/Dstrctwd	5,000.00
345855	1	GANAHL LUMBER	SpplsNonI/RR:Bldgs/Dstrctwd	2,000.00
345856	1	TIFCO INDUSTRIES	SpplsNonI/RR:Bldgs/Dstrctwd	5,000.00
345857	1	VISTA PAINT & WALLCOVERING	SpplsNonI/RR:Bldgs/Dstrctwd	5,000.00
345858	1	WENGER CORPORATION	InstMtls/Instrctn/Dstrctwd	5,400.00
345859	1	WARDS MEDIA TECH	NonCapEq/SEOthIns/Dstrctwd	664.20
345860	1	COMPLETE OFFICE OF CA	SpplsNonI/Bus/Fisc/Dstrctwd	2,000.00
345861	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/LRMS	500.00
345862	1	COSTCO S.J.C.	InstMtls/Instrctn/San Juan	3,598.18
345863	1	COSTCO S.J.C.	SpplsNonI/Sch Adm /DHHS	507.50
345864	1	ANYTHING EDUCATIONAL PLUS INC	InstMtls/Instrctn/Dstrctwd	6,366.41
345865	1	GLASS SPECTRUM	InstMtls/Instrctn/Dstrctwd	93.01
			InstMtls/Instrctn/NHMS	169.43
345866	40	US BANK NATIONAL ASSOCIATION	TrOutOth/IntrAgnc/Dstrctwd	173,642.27
345867	1	ORIENTAL TRADING CO	InstMtls/Instrctn/RH Dana	99.85
345868	1	CUSTOMIZED VISION CARE	CnsltNon/HlthServ/Dstrctwd	2,000.00
345869	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/RH Dana	726.41
345870	1	EPS	InstMtls/Instrctn/RH Dana	497.02
345871		VOID	VOID	0.00
345872	1	BAILEY POTTERY EQUIPMENT CORP	InstMtls/Instrctn/Dstrctwd	1,500.00

162 Purchase Orders \$1,497,430.55

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Warrant Number	Name of Payee	Reference Number	Amount
209001	US BANK CORP PAYMENT SYSTEM	PV-154229	21,985.06
209002	US BANK CORP PAYMENT SYSTEM	-	
		PV-154230	13,204.27
209003	US BANK CORP PAYMENT SYSTEM	PV-154230	396.84
209004	US BANK CORP PAYMENT SYSTEM	PV-154233	670.68
		PV-154234	1,655.56
		PV-154235	5,145.63
209005	MOBILE COMM REPAIR INC	PO-345270	505.44
209006	NATIONAL CONTROLS INC	PO-343715	377.50
209007	NATIONAL NETWORK OF DIGITAL	PO-341056	263.00
209008	NILES BIOLOGICAL INC	PO-342183	49.10
209009	O'REILLY AUTOMOTIVES INC	PO-342186	258.20
209010	OFFICE DEPOT	PO-340012	77.70
		PO-340105	388.38
		PO-342263	101.12
		PV-154236	38.46
209011	OLPIN GROUP INC.	PO-344850	1,236.22
209012	ORANGE COUNTY DEPT OF EDUC	PO-345176	53.89
209013	PAXTON/PATTERSON	PO-344828	1,208.73
209014	PCMG	PO-345232	63.81
209015	QUALITY TOWING	PO-340669	27.00
209016	RADIO SHACK	PO-340991	53.99
209017	REALLY GOOD STUFF INC	PO-345123	115.05
		PO-345234	30.90
209018	RIFTON EQUIPMENT	PO-345185	607.50
		PO-345188	3,558.33
209019	S&S WORLDWIDE INC	PO-345304	107.40
209020	SCHOLASTIC INC	PO-345249	86.76
209021	SCHOOL HEALTH CORPORATION	PO-345067	13,193.03
		PO-345233	58.27
209022	SCHOOL HEALTH CORPORATION	PO-345197	431.59
209023	SCHOOL SPECIALTY	PO-345261	52.10
209024	SCHOOLMASTERS	PO-345335	103.90
209025	TIFCO INDUSTRIES	PO-344606	330.84
209026	TOXGUARD FLUID TECHNOLOGIES	PO-340682	555.88
209027	TUTTLE-CLICK FORD	PO-344140	2,164.79
209028	VERNIER SOFTWARE	PO-345302	2,146.17
209029	WARDS NATURAL SCIENCE	PO-344484	1,833.00
		PO-345301	313.86
209030	WAXIE SANITARY SUPPLY	PO-340385	1,852.52
209031	ABOVE ALL NAMES CONSTRUCTION	PO-343122	6,408.00
209032	BENS ASPHALT	PO-340611	1,500.00
209033	CITY OF SAN JUAN CAPISTRANO	PO-340355	9,708.60
209034	CONSOLIDATED ELECT DISTR	PO-340363	4,095.97
209035	CR&R INCORPORATED	PO-340519	15,186.23

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Warrant Number	Name of Payee	Reference Number	Amount
209036	DENNIS PATRICK HANNA	PO-341899	9,235.00
209037	E. STEWART AND ASSOCIATES	PO-340606	1,836.00
209038	SAN DIEGO GAS & ELECTRIC	PO-340354	58,785.44
209039	SANTA MARGARITA WATER	PO-340353	801.07
209040	SO CAL GAS CO	PO-340371	4,064.86
209041	SO COAST WATER DIST	PO-341629	4,798.83
209042	BENS ASPHALT	PO-344702	9,665.50

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
209043	ACORN MEDIA	-	
		PO-344293	415.53
		PO-344294	728.46
		PO-344295	759.24
		PO-344296	538.65
		PO-344297	718.20
		PO-344298	897.75
		PO-344299	179.55
		PO-344300	1,128.60
		PO-344301	666.90
		PO-344302	333.45
		PO-344310	348.84
		PO-344313	292.41
		PO-344973	1,200.42
		PO-344974	1,118.34
		PO-344977	913.14
		PO-344978	902.88
		PO-344981	189.81
		PO-345391	1,672.38
		PO-345392	3,600.18
		PO-345393	559.17
		PO-345394	452.41
		PO-345395	502.74
		PO-345396	677.16
		PO-345397	564.30
		PO-345403	523.26
		PO-345405	497.61
		PO-345409	1,282.50
		PO-345411	769.50
		PO-345414	1,752.30
		PO-345415	433.30
		PO-345416	649.94
		PO-345417	191.16
		PO-345418	235.76
		PO-345419	543.78
		PO-345420	681.80
		PO-345421	630.99
		PO-345422	758.27
		PO-345424	764.64
209044	ACORN MEDIA	PO-345428	509.76
		PO-345430	128.25
		PO-345433	184.68
		PO-345434	51.30
209045	ALPHA SOUND AND LIGHTING	PO-340997	575.65
209046	AMS.NET INC	PO-344509	5,464.08

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
209047	ASSA ABLOY ENTRANCE SYSTEM INC	PO-344987	2,676.26
209048	B & H PHOTOGRAPHY	CM-150150	23.42-
		CM-150151	93.68-
		PO-344457	834.76
		PO-344848	55.74
		PO-345135	980.02
209049	BIG TEX WEST TRAILERS SALES	PO-344957	2,196.40
209050	CALIFORNIA WESTERN VISUALS	PO-344918	8,358.72
		PO-344922	1,662.32
209051	CAMCOR INC	PO-344338	3,953.05
209052	CAPISTRANO CRANE SERVICE	PO-340291	535.00
		PO-344497	965.00
209053	CAPISTRANO GOLF CARS	PO-340188	469.06
		PO-340230	7,398.90
209054	CLEAN ENERGY	PO-345046	6,658.89
209055	COMMUNICATIONS USA	PO-345345	1,408.21
209056	COMPLETE OFFICE OF CA	PO-341974	30.41
		PO-345004	1,267.59
209057	COSTCO S.J.C.	PO-343312	39.92
		PO-343319	86.16
		PO-344189	194.28
		PO-344521	186.03
		PO-344607	54.65
209058	CULVER-NEWLIN	PO-344703	8,101.21
		PO-344716	489.73
		PO-344717	844.56
		PO-344809	756.00
		PO-344844	6,903.36
		PO-345208	397.44
209059	FLINN SCIENTIFIC INC	PO-342255	201.38
		PO-344737	41.82
209060	GLASS SPECTRUM	PO-342350	429.23
209061	GLEN PRODUCTS	PO-341684	494.59
209062	HITT MARKING DEVICE	PO-344377	172.02
		PO-344909	229.55
209063	JOHNSON HEALTH TECH N AMERICA	PO-344412	9,072.00
209064	ALTERNATIVE COMM SVCS	PO-341443	780.00
		PO-342535	618.00
		PO-344952	1,847.00
209065	DEVEREUX CLEO WALLACE	PO-341246	9,869.12

Board of Trustees Warrant Listing
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Board of Trustees Meeting.....MAY 27, 2015

Warrant Number	Name of Payee	Reference Number	Amount
209066	OLIVE CREST ACADEMY CANAL ELEM	PO-341046	3,840.00
		PO-341047	4,920.00
		PO-341251	6,748.00
		PO-343162	4,725.00
		PO-343582	3,840.00
		PO-344061	210.00
		PO-344423	270.00
		PO-344425	4,085.00
		PO-344551	240.00
		PO-344859	4,965.00
		PO-344866	6,830.00
209067	SUNBELT STAFFING LLC	PO-340222	12,848.00
209068	YELLOWSTONE BOYS & GIRLS RANCH	PO-342146	11,486.00
209069	FRIESZ, LINDA J	PV-154243	49.54
209070	HATCHEL, JULIE	PV-154246	695.85
209071	PACKARD, JILL	PV-154247	163.75
209072	SLIPAKOFF, ROBIN	PV-154244	50.40
209073	#1 IN LEARNING ONLINE INC	PO-342886	310.92
209074	BRAIN HURRICANE LLC	PO-342843	1,258.53
209075	CAMPCO	PO-340368	14,306.91
209076	CLUB Z! IN-HOME TUTORING	PO-342873	6,745.76
209077	COMPREHENSIVE COLLEGE PREP INC	PO-340356	207.28
209078	OXFORD TUTORING	PO-342842	360.00
209079	REBECCA CALLAGHAN ROMO dba	PO-341571	2,177.50
209080	SYLVAN LEARNING CTR OF LAGUNA	PO-342880	2,288.00
209081	iAPRENDE! TUTORING	PO-342878	525.00
209082	CHANCY & BRUCE EDUC. RESOURCES	PO-344950	300.00
209083	CORVEL CORPORATION	PO-340329	171,600.83
209084	MEBA C/O	PO-341533	3,701,161.39
209085	CALIFORNIA WEEKLY EXPLORER INC	PO-340217	680.00
209086	CERTIFIED TRANSPORTATION	PV-154242	4,854.10
209087	ENVIRONMENTAL NATURE CTR	PO-345076	585.00
209088	JFK TRANSPORTATION CO INC	PV-154245	2,670.00
209089	MAIL FINANCE	PO-341521	1,103.73
209090	ORANGE COUNTY DEPT OF EDUCATIO	PO-345001	344.00
209091	PACIFIC COAST SIGHTSEEING	PV-154241	2,706.38
209092	MOBILE COMM REPAIR INC	PO-345535	900.72
209093	NASCO	PO-344011	106.40
209094	O'REILLY AUTOMOTIVES INC	PO-342186	17.93
		PO-345562	10,287.00
209095	OFFICE DEPOT	PO-340448	36.67
209096	OFFICESUPPLY.COM	PO-345579	81.97
209097	ONE STOP BINDERY	PO-340091	550.00
209098	PC & MACEXCHANGE	PO-344526	1,053.00
		PO-345262	560.30

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Warrant Number	Name of Payee	Reference Number	Amount
209099	PRECISION SPEEDOMETER SR	PO-340988	953.68
209100	QUALITY LOGO PRODUCTS	PO-345375	220.00
209101	RUFFS SAW SERVICE	PO-340100	48.00
209102	SCANTRON CORPORATION	PO-344569	33.20
209103	SEHI COMPUTER	PO-340075	222.75
209104	SPORTS IMPORTS	PO-344013	842.40
209105	SUPER DUPER INC.	PO-345115	221.94
		PO-345214	139.95
209106	US GAMES	PO-345454	680.01
209107	A Z BUS SALES INC	PO-340735	835.29
209108	AARDVARK CLAY	PO-342935	84.30
		PO-345367	178.20
209109	ACORN MEDIA	PO-344283	908.01
		PO-344971	353.97
		PO-344975	1,087.56
		PO-344979	1,143.99
		PO-344980	318.06
		PO-344982	713.07
		PO-344983	723.33
		PO-345334	359.10
		PO-345390	3,108.78
		PO-345398	1,190.16
		PO-345399	507.87
		PO-345400	687.42
		PO-345401	692.55
		PO-345402	1,092.69
		PO-345404	554.04
		PO-345406	723.33
		PO-345407	1,631.34
		PO-345410	1,220.94
		PO-345412	1,215.81
		PO-345413	974.70
		PO-345423	439.67
		PO-345425	892.08
		PO-345426	1,887.84
		PO-345427	254.88
		PO-345431	995.22
		PO-345432	159.03
		PO-345461	205.20
209110	ACT COMPUTER SERVICES	PO-343150	300.00
		PO-344696	15,600.00
209111	AMSTERDAM PRINTING & LITHO	PO-345191	303.87
209112	ARROWHEAD-CAMUR STAINED GLASS	PO-342347	423.83
209113	AVES AUDIO VISUAL SYSTEMS	PO-345130	495.18
		PO-345355	353.70

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
209114	BEN'S MUSIC	PO-344659	1,000.00
209115	BLAIRS TOWING INC	PO-341604	250.00
209116	BOYCE INDUSTRIES	PO-340257	444.95
209117	BUSWEST	PO-340587	1,457.41
209118	CAMCOR INC	PO-344384	399.38
		PO-345311	2,509.92
		PO-345527	580.68
209119	CAPISTRANO SEWING & VACUUM CO	PO-344677	604.60
209120	CAROLINA BIOLOGICAL SUPPLY CO	PO-345284	236.77
209121	CDW GOVERNMENT	PO-345278	37,488.06
		PO-345307	249.92
		PO-345308	3,998.73
		PO-345328	69,977.71
		PO-345332	1,249.60
209122	CHEVROLET OF IRVINE	PO-341539	2,833.78
209123	COMPLETE OFFICE OF CA	PO-340083	69.45
		PO-345560	769.34
209124	DEMCO	PO-345124	84.38
		PO-345282	86.14
209125	ECOLOGY TIRE	PO-340584	127.50
209126	EDHELPER.COM	PO-345181	479.76
209127	FISHER SCIENTIFIC	PO-342256	2,092.74
209128	HD SUPPLY FACILITIES MAINTN	PO-341173	851.19
209129	LAKESHORE LEARNING MATLS	PO-345174	453.37
209130	SCHOOL HEALTH CORPORATION	PO-345205	45.27
		PV-154266	12.75
209131	CDW GOVERNMENT	PO-345310	86.72
209132	GOODWILL INDUSTRIES OF ORANGE	PO-340166	5,730.00
209133	LCRA TRUST	PO-340328	1,662.50
209134	NEW HAVEN YOUTH & FAMILY	PO-343809	2,200.00
		PO-344058	2,200.00
		PO-344327	2,200.00
		PO-344856	2,200.00
		PO-344860	1,987.10
		PO-345018	1,135.48
209135	OCEANVIEW SCHOOL	PO-343305	60.00
209136	OLIVE CREST ACADEMY CANAL ELEM	PO-344061	720.00
209137	RUSSO FLECK & ASSOCIATES	PO-342755	604.50
209138	AP BY THE SEA	PO-345517	1,550.00
209139	GONZALEZ, SARAH	PV-154315	213.04
209140	HETAC IN SERVICE	PO-345625	395.00
209141	MORGAN, JOHN	PV-154303	473.75
209142	NKSS	PO-345567	50.00
209143	OLVERA, ANGELA	PV-154304	68.43
		PV-154305	20.70

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
209144	PETTEY, STEPHANIE	PV-154297	994.55
209145	PINO, DAVID	PV-154306	804.39
209146	DANNIS WOLIVER KELLEY	PO-343796	1,127.00
209147	YMCA OF ORANGE COUNTY	PO-340342	16,530.81
209148	STROUD, KEITH R	PO-342040	301.00
209149	CARTLEDGE, SAMUEL	PV-154267	34.00
209150	DANA PARTY SUPPLIES	PV-154268	117.83
209151	DOEGL, KRISTINA	PV-154269	15.00
209152	EVANGELISTA-MARTINEZ YIRET	PV-154270	35.00
209153	HOLLEY, LILA	PV-154271	84.00
209154	JUNIPERO SERRA HIGH SCHOOL ASB	PV-154272	198.00
209155	KING, DYLAN	PV-154273	15.00
209156	MARZILLI, MIKE	PV-154274	126.88
209157	MCLAUGHLIN, GREGG	PV-154275	38.92
209158	NEWSOM, AMBER	PV-154276	26.00
209159	SAIDI, KAYVON	PV-154277	12.00
209160	SANDHU, JONAH	PV-154278	12.00
209161	TOMA, ARIEL	PV-154279	85.00
209162	WALDERS, MAKAYLA	PV-154280	13.00
209163	WIANCKO, L MARIKA	PV-154281	77.25
209164	WOOLF, CASEY	PV-154282	9.00
209165	ADAMSON, CORAL	PV-154283	255.30
209166	BENNETT, ERIN	PV-154284	307.63
209167	BIRKINSHAW, SANDY	PV-154285	88.55
209168	BLAND, LISA	PV-154286	62.68
209169	BOGNAR, CATHERINE	PV-154287	60.95
209170	BUTLER, SUSAN	PV-154288	148.35
209171	CARDIN, PATTI	PV-154289	90.85
209172	CAUDILL, AMANDA	PV-154290	108.10
209173	CHANG, KATY K.	PV-154291	106.38
209174	CHAVEZ, MAGGIE	PV-154292	11.50
209175	CUNNINGHAM, CHADWICK	PV-154294	111.55
209176	FFRENCH, ANDREA	PV-154296	34.50
209177	FISCHER, VALERY	PV-154298	37.38
209178	FITZSIMMONS, KATHLEEN	PV-154299	124.20
209179	FRIEDLANDER, DOROTHY	PV-154300	216.78
209180	GELSINGER, STEVE	PV-154301	70.15
209181	GODFREY, NICOLE	PV-154302	623.30
209182	GREENFIELD, WILLIAM	PV-154307	66.70
209183	HAUN, BARBARA	PV-154308	131.68
209184	KONOGERIS, KATHI	PV-154310	95.45
209185	KOPELSON, KATHLEEN	PV-154311	193.78
209186	LAIDLEY, JOANIE	PV-154312	110.40
209187	LEWIS, SHARON A.	PV-154313	245.53
209188	MORAND, CARA	PV-154314	113.85

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Warrant Number	Name of Payee	Reference Number	Amount
209189	NORMAN, ELLESSE	PV-154316	230.00
209190	ORGILL, JANELL	PV-154318	142.03
209191	ORTIZ, RYAN	PV-154319	174.80
209192	PANNING LA BATE	PV-154320	175.96
209193	PARKER, LAURA	PV-154321	104.65
209194	PATTERSON, DEBBIE	PV-154322	260.48
209195	PRIMICIAS, MELISSA	PV-154323	102.93
209196	SCHOOLER, DEBORAH	PV-154325	189.18
209197	SCOTT, KATHY	PV-154326	44.28
209198	SMITH, ANNE	PV-154327	230.58
209199	TERHUNE, CYNTHIA	PV-154328	255.88
209200	TUNULI, JESSICA	PV-154324	192.63
209201	WOLFSON, MEGHAN	PV-154329	400.78
209202	DAGARIN, JEAN-MARI	PV-154295	71.88
209203	HAYES, NATALIE	PV-154309	8.05
209204	CAPISTRANO UNIFIED SCHOOL DIST	CM-150152	2.36-
		CM-150153	2.05-
		CM-150154	1.40-
		CM-150155	1.41-
		PO-340311	75,971.94
209205	OCEAN INSTITUTE	PO-345577	710.00
209206	ORANGE CTY DEPT EDUC	PO-345162	744.00
209207	PACIFIC MARINE MAMMAL CENTER	PO-345323	1,089.00
209208	PALI MOUNTAIN INSTITUTE	PO-342709	15,800.00
209209	PRETEND CITY CHILDREN'S MUSEUM	PO-345470	247.00
209210	ALTERNATIVE COMM SVCS	PO-341443	780.00
		PO-344952	2,465.00
209211	CRARY, BRENDA	PO-340206	3,485.40
209212	EBBING, CURTIS AND/OR MARYAM	PO-340557	918.40
209213	JANET BUCK	PO-341399	696.54
209214	JEPSEN, CLINT AND/OR KATIE	PO-343979	807.66
209215	KARPUS, DAVID AND MARY	PO-341230	1,342.53
209216	LOYER, LAW OFFICES OF KATHLEEN	PO-345581	1,000.00
209218	OLIVE CREST ACADEMY CANAL ELEM	PO-343582	4,115.00
209219	SIRKIN, TORY & AMY	PO-345694	1,887.50
209220	SPECTRUM CENTER ROSSIER PARK	PO-341086	3,101.50
		PO-341605	3,197.99
209221	STAFFREHAB	PO-342145	1,680.00
209222	ARMAND HAMMER UNITED	PO-344825	2,458.00
209223	ARMAND HAMMER UNITED WORLD	PO-343821	1,229.00
209224	FFRENCH, ANDREA	PV-154367	250.00
209225	GARCIA, RAMIRO	PV-154359	654.45
209226	GONZALEZ, ARMANDO G	PV-154452	160.00
209227	GRANLIBAKKEN RESORT	PO-344830	2,966.80

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Warrant Number	Name of Payee	Reference Number	Amount
209228	HARDOS, BARBARA	PV-154402	67.85
		PV-154423	337.00
209229	JACKSON, KRISTA	PV-154331	165.70
209230	JOCHAM, SARA	PV-154403	407.48
209231	PATTERSON, DEBBIE	PV-154364	395.00
209232	PRESCOTT, DON	PV-154453	379.19
209233	A TREE OF KNOWLEDGE	PO-342876	1,982.50
209234	BESTGEN, MARY	PO-340419	533.33
209235	ELEVATE LEARNING LLC	PO-342828	8,085.30
		PO-345021	5,254.95
209236	NvLS PROFESSIONAL SERVICES LLC	PO-341801	9,500.00
209237	SILICON VALLEY MATHEMATICS	PO-343649	5,000.00
209238	YMCA OF ORANGE COUNTY	PO-340342	19,961.66
		PO-340350	7,001.10
209239	BENS ASPHALT	PO-340611	12,695.00
209240	BERGMAN DACEY GOLDSMITH	PO-342338	1,296.00
209241	BOWIE ARNESON WILES &	PO-341795	7,449.50
209242	CITY OF SAN JUAN CAPISTRANO	PO-340355	2,848.88
209243	CONSOLIDATED ELECT DISTR	PO-340363	8,824.84
209244	DAVID TAUSSIG ASSOC INC	PO-341803	486.95
209245	DEPT IND RELATION (ACCOUNTING)	PO-341569	675.00
209246	GILBERT & STEARNS INC	PO-340522	1,284.71
209247	GOVERNMENT FINANCIAL	PO-343794	1,339.75
209248	MOULTON NIGUEL WATER	PO-340357	7,114.57
209249	ORANGE CTY DEPT EDUC	PO-344658	5,041.15
209250	PACIFIC PLUMBING COMPANY OF	PO-341695	15,794.54
209251	PACIFIC ROOFING SYSTEMS	PO-342521	160.65
		PO-345442	141,754.60
209252	SAN DIEGO GAS & ELECTRIC	PO-340354	92,967.22
209253	SANTA MARGARITA WATER	PO-340353	11,952.14
209254	SO CAL GAS CO	PO-340371	11,681.05
209255	WEST COAST ENVIRONMENTAL	PO-341369	7,457.50
209256	BENS ASPHALT	PO-344960	31,594.50
209257	BOWIE ARNESON WILES &	PO-341794	7,637.50
209258	PUBLIC ECONOMICS INC	PO-335569	56.25
209259	1 WORLD GLOBES AND MAPS	PO-343825	520.95
209260	NCS PEARSON	PO-345040	4,002.33
209261	OFFICE DEPOT	PO-340105	323.99
		PO-340317	197.84
		PO-342189	233.36
		PO-344801	140.84
		PO-345054	571.79
		PO-345057	100.62
209262	ORIENTAL TRADING COMPANY INC	PV-154392	24.75
		PV-154393	29.97

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
209263	P A THOMPSON ENGR CO	PO-340687	1,089.37
209264	PITNEY BOWES/PRESORT SERVICES	PO-340098	559.59
209265	PRO-ED	PO-345121	69.30
209266	PRUDENTIAL OVERALL SUP	PO-341423	65.72
		PO-341550	12.60
209267	REALLY GOOD STUFF INC	PO-345370	148.13
209268	SCHOLASTIC INC	PO-345039	227.48
209269	SOUTH COAST FAMILY MEDICAL	PO-340349	600.00
		PO-342318	743.00
209270	STAPLES ADVANTAGE	PO-344495	10.52
		PO-345464	100.60
		PO-345671	51.28
209271	SUPER DUPER INC.	PO-345490	1,794.00
209272	THINKWRITE TECHNOLOGIES LLC	PO-344620	601.20
209273	TIFCO INDUSTRIES	PO-343599	746.27
		PO-344606	2,049.23
209274	TRUCPAR CO	PO-340683	961.42
209275	TUTTLE-CLICK FORD	PO-344140	1,716.14
209276	UNIQUE SWEEPING	PO-340734	281.00
209277	VERIZON WIRELESS	PO-340351	50.44-
		PO-340772	108.56-
		PO-341134	1,919.45
		PO-341191	800.81
209278	VERNIER SOFTWARE	PO-345306	600.80
209279	WAL MART COMMUNITY/RFCSLLC	PO-341947	175.33
		PO-342687	106.49
		PO-344518	450.00
		PO-345387	77.21
209280	WAL MART COMMUNITY/RFCSLLC	PO-343190	142.41
		PO-344773	50.47
209281	WENGER CORPORATION	PO-345255	1,626.72
209282	WAL MART COMMUNITY/RFCSLLC	PO-340645	147.97
209283	STAPLES ADVANTAGE	PO-340440	1,361.47
209284	ARMAN VAKILI	PV-154387	110.00
209285	AUSTIN UNDERHILL	PV-154386	110.00
209286	BABAK SALIMITARI	PV-154383	110.00
209287	CAITLAN YOVICHIN	PV-154389	110.00
209288	CHRISTINE HONDA	PV-154369	110.00
209289	COLLIN MCGREGOR	PV-154376	110.00
209290	DANIEL LE	PV-154374	110.00
209291	ELYSE ABREGOV	PV-154390	240.00
209292	ETHAN LACLAVERIE	PV-154373	110.00
209293	GAVIN FALCONER	PV-154365	110.00
209294	JACOB PUCHALSKI	PV-154379	110.00
209295	JESSICA DEUTSCH	PV-154358	110.00

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Warrant Number	Name of Payee	Reference Number	Amount
209296	JORDYN BAUTISTA	PV-154353	110.00
209297	JOSHUA PUCHALSKI	PV-154380	110.00
209298	KAMIL SAAD	PV-154382	110.00
209299	KAMRAN ESLAMI	PV-154362	110.00
209300	KELLY PENROSE	PV-154378	110.00
209301	LUCAS ELAM	PV-154361	110.00
209302	MAIYA CONTRERAS	PV-154357	110.00
209303	MARGARET EBERHARDT	PV-154360	110.00
209304	MELISSA ESTRADA	PV-154363	110.00
209305	MICHELLE JARRETT	PV-154371	110.00
209306	NATALIE CLEMENT	PV-154356	110.00
209307	NICHOLAS TOLMASOFF	PV-154384	110.00
209308	NIKOLAS TYROVOLAS	PV-154385	110.00
209309	PARIA HONARDOUST	PV-154368	110.00
209310	REBEL WELDON	PV-154388	110.00
209311	RODRIGO RAMOS	PV-154381	110.00
209312	RYAN OHLINGER	PV-154377	110.00
209313	SAAM KAZEMI	PV-154372	110.00
209314	SIERRA GRIFIN	PV-154366	110.00
209315	SOPHIA MAXSON	PV-154375	110.00
209316	TYLER SELF	PV-154391	240.00
209317	ZACHARY JANBAY	PV-154370	110.00
209318	ACT COMPUTER SERVICES	PO-344696	2,400.00
		PO-345429	4,500.00
		PO-345766	3,300.00
		PO-345768	11,400.00
209319	AKT INC	PO-344224	21.20
		PO-344847	92.25
209320	APPLE COMPUTER INC	PO-345293	736.32
		PO-345294	562.44
		PO-345463	412.32
		PO-345465	745.20
		PO-345507	2,557.20
		PO-345508	716.64
		PO-345509	2,061.60
		PO-345611	307.80
		PO-345651	261.12
		PO-345656	412.32
209321	ASSA ABLOY ENTRANCE SYSTEM INC	PO-341732	468.70
209322	BATTERIES PLUS	PO-340996	1,098.63
209323	BAYSCAN	PO-345070	277.40
209324	BEACH CITIES GLASS INC	PO-341135	347.27
209325	BEE MAN	PO-341733	350.00
209326	BERTRANDS HORN IMPROVEMENT	PO-340194	8.26
		PO-340223	87.75

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Warrant Number	Name of Payee	Reference Number	Amount
209327	BOYCE INDUSTRIES	PO-345111	4,314.60
209328	BRAIN POP LLC	PO-344532	220.00
		PO-345533	2,640.00
209329	BSN SPORTS INC	PO-344395	1,960.20
209330	BUYEXTRAS.COM	PO-345524	931.92
209331	CENGAGE LEARNING	PO-345145	1,717.56
209332	CINTAS CORP #640	PO-341564	666.81
		PO-341650	2,485.72
		PO-341651	438.07
		PO-343623	41.42
209333	CINTAS FIRST AID & SAFETY	PO-341852	351.05
		PO-345531	231.11
209334	CLARK SECURITY	PO-344381	173.71
209335	CLEAN ENERGY	PO-340296	1,965.25
		PO-345046	7,841.11
209336	CLEAN SOURCE	PO-342561	426.54
209337	COMPLETE OFFICE OF CA	PO-340024	132.80
		PO-340437	64.69
		PO-344478	751.04
		PO-345004	485.94
		PO-345175	122.39
		PO-345582	370.45
209338	CREATIVE CONTRACTORS CORP	PO-340555	4,600.00
209339	DELL MARKETING L P	PO-340077	131.21
		PO-344582	746.89
		PO-345100	8,686.76
		PO-345213	6,821.17
		PO-345458	852.65
		PO-345466	2,987.78
		PO-345493	1,423.62
		PO-345638	2,987.78
209340	DENAULT'S HARDWARE	PO-340290	429.41
		PO-340297	141.69
		PO-345056	15.23
209341	DEWEYS HOME APPLIANCES	PO-341735	89.95
		PO-342988	1,507.68
209342	DIGITAL NETWORKS GROUP	PO-345435	14,919.74
209343	DITCH WITCH CENTRAL CALIFORNIA	PO-340192	802.37
209344	B & H PHOTOGRAPHY	CM-150158	186.23
		PO-345336	101.70
		PO-345617	1,875.46
209345	C D T INC.	PO-340346	513.25

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
209346	CDW GOVERNMENT	PO-345002	271.21
		PO-345459	271.21
		PO-345495	327.00
		PO-345500	327.00
		PO-345503	8,747.21
		PO-345525	1,499.52
		PO-345629	271.21
		PO-345648	249.92
		PO-345654	271.21
209347	DPF FILTERS INC.	PO-340582	11,660.00
209348	DUNN-EDWARDS CORP	PO-340359	1,983.95
209349	ECS IMAGING INC	PO-345286	6,071.14
209350	FEDERAL EXPRESS CORP	PO-340094	377.43
209351	FOLLETT SCHOOL SOLUTIONS INC	PO-345102	515.62
		PO-345488	967.27
209352	GANAHL LUMBER	PO-340360	4,532.93
		PO-345073	250.24
209353	IMAGE 2000	PO-341736	370.90
		PO-345449	530.93
209354	INTERSTATE BATTERIES	PO-340545	1,288.26
209355	IPC USA	PO-340603	17,613.95
209356	JOHN DEERE LANDSCAPES	PO-340122	451.90
209357	JULIOS AUTO CENTER	PO-344822	7,545.00
209358	KELLY PAPER COMPANY	PO-340088	2,286.98
209359	KENNYS AUTO UPHOLSTERY	PO-340553	225.00
209360	LAKESHORE LEARNING MATLS	PO-345380	82.06
		PO-345381	277.96
209361	BENNETT, ERIN	PV-154405	12.97
209362	BOWDEN, JOANNA	PV-154406	37.02
209363	DIETRICH, ERIC/JENNIFER	PV-154408	18.00
209364	GROVES-WILSON, DUSTIN	PV-154409	20.00
209365	GUTNIK, ANGELICA	PV-154421	20.00
209366	KAPIO, GRIFFIN	PV-154410	14.00
209367	KOWALCYK, CRYSTAL	PV-154407	11.00
209368	LEE, JOSHUA	PV-154422	16.00
209369	LERUM, MICHELLE	PV-154411	79.13
209370	MILLER, ROBERT	PV-154412	140.39
209371	OLSON, LEONA	PV-154413	7.00
209372	POWERS, SUSAN	PV-154414	20.00
209373	RASMUSSEN, CAPRICE	PV-154415	47.24
209374	RIAL, LISA	PV-154416	10.35
209375	SMELTZER, CINDY	PV-154417	35.49
209376	TAKACH, ERIC	PV-154418	108.00
209377	WILKES, LYLA	PV-154419	89.00
209378	AGEHNEJAD, PEZHMAN	PV-154404	62.58

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Warrant Number	Name of Payee	Reference Number	Amount
209379	ARGENT, HEIDI	PV-154420	10.06
209380	BIRKINSHAW, RYAN	PV-154424	299.00
209381	BLEY, ELIZABETH	PV-154425	104.65
209382	BRADLEY, JUDITH S	PV-154426	56.35
209383	BRANNON, DESIREE	PV-154427	108.68
209384	CHOI, EUN YOUNG	PV-154428	83.95
209385	ELKINS, KAREN	PV-154430	184.00
209386	ENDER, PAMELA	PV-154431	131.10
209387	FINNSSON, JAMIE	PV-154432	20.70
209388	GODFREY, NICOLE	PV-154429	25.30
209389	HALL, SHEILA	PV-154433	258.75
209390	HARDOS, BARBARA	PV-154434	75.90
209391	HENRY, LISA	PV-154435	25.88
209392	HIGHTOWER, SHERI	PV-154436	177.10
209393	HOOPER, GWYNETH	PV-154437	7.48
209394	KAUO III, JOSEPH	PV-154438	57.50
209395	KERINS, TRACY	PV-154439	33.93
209396	KIMINAS, ANTHONY	PV-154440	201.83
209397	MALONE, JULIE	PV-154441	211.60
209398	MITCHELL, KAREN	PV-154442	171.93
209399	MORRIS, LINDSEY	PV-154443	47.73
209400	NEE, KATHLEEN	PV-154444	211.60
209401	NIXON, ROBYN	PV-154445	37.95
209402	RIDLEY, JEFF	PV-154446	44.28
209403	SANCHEZ, STEPHANIE	PV-154447	80.50
209404	SHERIDAN, MATT	PV-154448	44.28
209405	TALILI, MAILUMAI	PV-154449	224.83
209406	TOWNLEY, MICHELLE	PV-154450	40.25
209407	WIEDEMAN, LORI	PV-154451	177.10
209408	ALZAMORA, LUCERO	PV-154455	328.19
209409	BARNARD, ERIC & JENNIFER	PV-154456	134.16
209410	BODO, JOHN & TERA	PV-154457	618.52
209411	CUHADAROGLU, MEHMET OR BELGIN	PV-154458	1,340.90
209412	EASTMAN, STEPHEN & TARA	PV-154459	333.96
209413	FINCH, JASON/NICOLETTE	PV-154460	275.31
209414	FULLER, MARK & CLAIRE	PV-154461	138.00
209415	GARCIA, MARIO & SHANNON	PV-154462	326.88
209416	GARRINGER, RODNEY OR SARA	PV-154463	170.50
209417	HINOJOSA, SALVADOR & NIDIA	PV-154464	173.93
209418	HYLTON, CHRIS OR HERMINIA	PV-154465	236.67
209419	JOHNSON, EDWIN OR MELISS	PV-154466	560.28
209420	JONES, DANNY & NANCY	PV-154467	237.82
209421	JUNCAJ, EMILIO & LESLI	PV-154468	151.80
209422	KICHLINE, KEITH & KYLA	PV-154469	197.06
209423	KUEMERLE, IAN OR JENNIFER	PV-154470	800.06

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
209424	LE, CHAU & TRAN, TU	PV-154480	170.20
209425	MAHER, CHRISTOPHER & LESLIE	PV-154471	193.34
209426	MATHIESEN, DAN & TARA	PV-154472	280.14
209427	NICOLL, THOMAS & HEIDI	PV-154473	293.25
209428	O'LEARY GUTIERREZ, MARIA	PV-154474	199.87
209429	OSBORNE, RICHARD & DAYNA	PV-154475	413.54
209430	RITURBAN/JOHN PAUL & ANN	PV-154476	144.67
209431	SALGADO, DAVID & ALISON	PV-154477	144.90
209432	SANTIAGO, JOSE & YAMEL SANCHEZ	PV-154478	220.34
209433	SPOTSWOOD, EVAN & JENNIFER	PV-154479	179.17
209434	AT&T	PO-343724	64.96
209435	MAACO COLLISION REPAIR & AUTO	PO-340546	1,544.85
209436	MARKERBOARD PEOPLE	PO-345534	1,069.20
209437	MEDICALESHP INC	PO-345189	179.79
209438	MITCHELL1	PO-345320	1,456.92
209439	MOBILE COMM REPAIR INC	PO-341562	214.24
209440	NATIONAL CONTROLS INC	PO-343715	1,950.10
209441	PACWEST AIR FILTER LLC	PO-341288	7,482.49
209442	PSYCHEMEDICS	PO-343701	320.00
209443	PYRAMID WIRE & CABLE INC.	PO-341136	758.72
		PO-344479	587.11
209444	QUALITY TOWING	PO-340669	130.00
209445	SIGNS BY CREATIONS UNLIMITED	PO-341165	73.71
209446	SOUTH COAST ANSWERING SERVICE	PO-341187	153.27
209447	SOUTHERN COUNTIES LUBRICANTS	PO-340677	4,249.64
209448	STORAGE CONTAINER.COM	PO-345532	3,564.00
209449	UNITED WATER WORKS INC.	PO-345704	2,252.07
209450	VERTICAL TRANSPORT INC	PO-344693	5,649.00
		PO-344697	3,722.88
209451	VISTA PAINT CORP	PO-341192	249.85
209452	WESTERN GRAPHIX	PO-341749	223.60
209453	WESTERN ILLUMINATED PLASTIC	PO-341193	652.04
209454	WESTERN PUMP	PO-340783	1,632.50
209455	CALIFORNIA WEEKLY EXPLORER INC	PO-344072	1,360.00
209456	HERITAGE MUSEUM OF OC	PO-343343	539.00
209457	ORANGE COUNTY ZOO	PO-344748	170.00
209458	ORANGE CTY DEPT EDUC	PO-345162	564.00
209459	TANAKA FARM & PUMPKIN PATCH	PO-345242	1,470.00
209460	CAPISTRANO UNIFIED SCHOOL DIST	PO-340311	74,514.04
459 Warrants			\$5,432,151.00

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

VENDOR	TITLE	BOARD APPROVAL DATE
A&R Wholesale Distributors, Inc.	Bid No. 1415-10 Frozen Food Products	7/23/2014
A&R Wholesale Distributors, Inc.	Bid No. 1415-06 Grocery, Snack and Beverage Products	6/25/2014
Above All Names Construction Services, Incorporated	Bid No. 1415-13, Concrete Maintenance & Repair	10/8/2014
Accuvant	RFP No. 6-1415, E-RATE Category Two Internal Connections Equipment and Services	3/11/2015
Advantage Imaging Supply, Inc.	Bid No. 1415-01, Audio Visual Equipment	7/9/2014
AJ Fistes Corporation	Bid No. 1415-04, General Contractor Services	6/11/2014
American Logistics Co., LLC	Bid No. 1415-02 - Outsource Transportation Service	6/11/2014
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
AMS.NET Inc.	RFP No. 6-1415, E-RATE Category Two Internal Connections Equipment and Services	3/11/2015
Apex Learning, Inc.	RFP No. 6-1314, Credit Recovery Services	4/23/2014
Architectural Roofing Systems dba Pacific Roofing Systems	Bid No.1314-19, Roofing Repairs and Maintenance	3/12/2014
Atkinson, Andelson, Loya, Rudd & Romo	RFQ No. 10-0809 General Legal Services	12/15/2009
Auditory Instruments, Inc	Bid No. 1415-01, Audio Visual Equipment	7/9/2014
AVES Audio Visual Systems, Inc	Bid No. 1415-01, Audio Visual Equipment	7/9/2014
B&H Foto & Electronics, Corp	Bid No. 1415-01, Audio Visual Equipment	7/9/2014
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	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
Camcor, Inc	Bid No. 1415-01 Audio Visual Equipment	7/9/2014
CDW Government, LLC	Bid No. 1415-12, Chromebooks	7/23/2014

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

VENDOR	TITLE	BOARD APPROVAL DATE
CDWG	Western State Contracting Alliance (WSCA) Contract No. 7-08-70-13 Cisco Networking Communications and Maintenance	11/9/2010
CDWG	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services	3/28/2012
CDWG	Desert Sands Unified School District Bud No. 13/14- 003, Chromebooks	12/11/2013
Certified Transportation Services, Cintas Corporation	Bid No.1314-15 Co-Curricular Bus Service RFP No. 3-1011, Uniform Service	12/11/2013 12/7/2010
Clear Source IT	RFP No. 6-1415, E-RATE Category Two Internal Connections Equipment and Services	3/11/2015
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
Commercial & Industrial Roofing Co., Inc.	Bid No. 1314-24 San Clemente High School Roof Replacement	5/28/2014
Commercial Aquatic Services, Inc.	Newport Mesa Unified School District, Bid No. 100- 15, Pool Supplies	10/8/2014
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
Concepts School and Office Furnishings	Hawthorne School District Bid No. 13-14-1, Furniture and Accessories	5/28/2014
Consolidated Electrical Distributors	Bid No. 1415-03 Electrical Supplies and Materials	6/11/2014
Contemporary Services Corporation	RFP No. 5-1213, Event Security Services	2/27/2013
Cox Communications California, LLC Cox California Telcom, LLC	RFP No. 1-1314 Wide Area Network Services	3/12/2014
CR&R	Bid No. 1112-06 - Service to Collect, Recycle, and Dispose of Solid Waste District wide	8/8/2011
Creative Images	RFP No. 7-1314 Photography Services	6/11/2014
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
Culver-Newlin	Hawthorne School District Bid No. 13-14-1, Furniture and Accessories	5/28/2014
Dave Bang Associates, Inc.	Colton Joint USD Bid No. 15-04, Playground Equipment, Safety Surfacing, Outdoor Site Furnishings, DSA Shade Shelters	4/22/2015
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

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

VENDOR	TITLE	BOARD APPROVAL DATE
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
Digital Networks Group, Inc.	RFP No. 6-1415, E-RATE Category Two Internal Connections Equipment and Services	3/11/2015
Diversified Metal	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Dolinka Group	RFQ No. 5-1314 Developer Fee Consultant Services	10/9/2013
Dominos Pizza	Bid No. 1415-11 Pizza Service	8/13/2014
Downtown Ford Sales	California Multiple Award Schedule Contract No. 1- 14-23-10, Fleet Vehicles - Cars	8/27/2014
Downtown Ford Sales	California Multiple Award Schedule Contract No. 1- 14-23-20, Fleet Vehicles - Trucks	8/27/2014
Downtown Ford Sales	California Multiple Award Schedule Contract No. 1- 14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2014
E. Stewart & Assoc, Inc.	Bid No. 1213-02 - Weed Abatement	5/23/2012
Earthwalk Communications, Inc.	Bid No. 1415-01, Audio Visual Equipment	7/9/2014
Edgenuity, Incorporated	RFP No. 4-1415, Online Curriculum for Virtual Schools - Grades 6-8 at Capistrano Virtual School	3/25/2015
Elk Grove Auto Group	California Multiple Award Schedule Contract No. 1- 14-23-10, Fleet Vehicles - Cars	8/27/2014
Elk Grove Auto Group	California Multiple Award Schedule Contract No. 1- 14-23-20, Fleet Vehicles - Trucks	8/27/2014
Elk Grove Auto Group	California Multiple Award Schedule Contract No. 1- 14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2014
Epic Machines, Inc.	California Multiple Award Schedule Contract No. 3- 14-70-3018A, GSA Schedule No. GS-35F-0511T, Purchase and Warranty of Hardware and Software, Software Maintenance and Installation of Cisco Brand Products	10/22/2014
ESI International, Inc	RFP No. 2-1415, Investigation Services	11/12/2014
Extron Electronics	California Multiple Award Schedule Contract No. 3- 07-70-2382A, General Services Administration Schedule No. GS-35F-4545G, Information Technology Goods and Services	7/9/2014
Fieldman Rollapp & Associates	RFQ No. 8-1011, Financial Advisory Services	1/9/2012
First Student, Incorporated	RFP No. 1314-15, Co-Curricular Bus Service	12/11/2013
Follett	RFP No. 11.1314, Central Library, Textbook and Asset Management System	5/14/2014

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

VENDOR	TITLE	BOARD APPROVAL DATE
Florida Virtual School	RFP No. 4-1415, Online Curriculum for Virtual Schools - Grades 9-12 at California Preparatory Academy	3/25/2015
Frontline Technologies	RFP No. 12-1314, Absence Management System	5/14/2014
Fulkra, Inc	RFP No. 2-1415, Investigation Services	11/12/2014
Fusionstorm	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services.	3/28/2012
GA Dominguez	Bid No 1415-17 Movement and Reconfiguration of Relocatable Buildings	2/11/2015
Galasso's Bakery	Bid No. 1415-05, Fresh Bakery and Bread Products	6/25/2014
Gilbert & Stearns, Inc.	Bid No. 1314-18 Electrical Service	1/8/2014
Golden Star Technology, Inc dba GST	Bid No. 1415-01 Audio Visual Equipment	7/9/2014
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
Hanford Hyundai	California Multiple Award Schedule Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Hanford Toyota	California Multiple Award Schedule Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Hanford Toyota	California Multiple Award Schedule Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Hanford Toyota	California Multiple Award Schedule Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2014
Harris Steel Fence Co., Inc.	Bid No. 1314-20 Fence Repairs and Maintenance Districtwide	3/12/2014
HMC Architects	RFQ No. 4-1314, Architectural Services	12/11/2013
Hollandia Dairy	Bid No 1314-17, Milk and Dairy Products	3/12/2014
Howard Technology Solutions, a Division of Howard Industries, Inc.	Bid No. 1415-12, Chromebooks	7/23/2014
IBI Group	RFQ No. 4-1314, Architectural Services	12/11/2013
Illuminate Education, Inc.	RFQ No. 7-1011 Student Assessment Data Management System	5/25/2011
Insight Systems Exchange	Bid No. 1112-15 Refurbished Computer Equipment	10/24/2012
IPC (USA), Inc.	Multi-District Cooperative Bid No. 108-13, Fuel (Gasoline and Diesel)	7/24/2013
JFK Transportation, Co., Inc.	Bid No. 1314-15 Co-Curricular Bus Service	12/11/2013
JL Cobb Painting	Bid No. 1314-21 Painting Services	3/12/2014
Johnstone Supply	County of Orange Contract No. MA-080-1701016 - Air Conditioning, Refrigeration Equipment, Parts & Supplies	8/24/2011
Jostens	RFP No. 2-1314 High School Products and Senior Services	9/11/2013
Keenan & Associates	RFQ No. 12-0809 Insurance Broker for Capistrano Unified School District's Excess Worker's Compensation Insurance	5/11/2009

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

VENDOR	TITLE	BOARD APPROVAL DATE
Knowland Construction Services	RFQ No 4-1011, DSA Approved Inspector of Record	1/11/2011
KYA Services, LLC	California Multiple Award Schedule Contract No. 4-14-72-0057A, GSA Schedule No. GS-27F-0504H, Purchase, Warranty, and Installation of Floor Covering and Related Products	9/24/2014
Lenovo (United States), Incorporated	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27168	6/25/2014
Lifetouch National School Studios	RFP No. 7-1314 Photography Services	6/11/2014
Livermore Ford	California Multiple Award Schedule Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Livermore Ford	California Multiple Award Schedule Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2014
MTGL, Inc.	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
Ninyo & Moore	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
NvLS Professional Services, LLC	RFQ No. 2-1213, E-Rate Consultant	6/27/2012
Office & Ergonomic Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Office Depot	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
P&R Paper Supply Co.	Bid No. 1213-03 Paper and Plastic Products for Food and Nutrition Services	7/25/2012
Pacific Coast Sightseeing Tours & Charters	Bid No. 1314-15 Co-Curricular Bus Service	12/11/2013
Pacific Plumbing Co. of Santa Ana, Inc.	Bid No. 1213-01 - Plumbing Services	5/23/2012
Pacwest Air Filter	Palo Verde Unified School District Bid No. 111201, HVAC Filters and Installation	6/27/2012
Paradigm Health Care Services	RFP No. 6-0910 Medi-Cal Billing Services	6/15/2010
Pathway Communications, Limited	Bid No. 1415-01 Audio Visual Equipment	7/9/2014
PC & MacExchange	Bid No. 1415-01 Audio Visual Equipment	7/9/2014
Pritchard Supply, Inc. dba Johnstone Supply	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
Pro SLV, Inc	Bid No 1415-01 AudioVisual Equipment	7/9/2014
Reliance Communications	RFQ 3-1314 Mass Notification System	8/14/2013
Riverview International	California Multiple Award Schedule Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Sanders Construction Services	Bid No. 1314-16, CVHS Lunch Pavilion and Music Plaza	3/12/2014
School Facility Consultants	RFP No. 8-1314, State School Building Program Advisor	1/22/2014
School Space Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
School Specialty	Bid No. 1415-01 Audio Visual Equipment	7/9/2014

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

VENDOR	TITLE	BOARD APPROVAL DATE
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	8/20/2012
Seon Systems Sales, Inc.	Bid No. 1415-14, Mobile Surveillance System, Software, and Installation for School Buses	11/12/2014
SHI International Corp.	Simi Valley USD RFP 10-14-14 Microsoft Products	2/11/2014
Silver Creek Industries, Inc.	Los Alamitos Unified School District Bid No. 2010-0001, Purchase, Relocation, Dismantle and Removal of DSA Portable Classroom	4/23/2014
Simonson Photography, Incorporated	RFP No. 7-1314 Photography Services	6/11/2014
South Coast Photographic	RFP No. 7-1314 Photography Services	6/11/2014
South Orange County Community College District (Saddleback)	RFP No. 1-1314, After School Enrichment Activities and Camps Program Provider	4/24/2013
Southwest School and Office Supply	Val Verde Unified School District, Bid No 12/13-001 - Just-N-Time Classroom and Office Supply System	10/23/2013
Sparkletts	County of Orange Master Agreement No. MA-017-13011174, Bottled Water	7/24/2013
Sumner Photography and Publishing, Inc	RFP No. 7-1314 Photography Services	7/9/2014
Swift Superstore	California Multiple Award Schedule Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Swift Superstore	California Multiple Award Schedule Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2014
Tel-Tec Security System	CMAS 4-11-84-0037A - Security Systems	9/12/2011
Transportation Charter Services, Inc.	Bid No. 1314-15 Co-Curricular Bus Service	12/11/2013
Troxell Communications, Inc	Bid No. 1415-01 Audio Visual Equipment	7/9/2014
United Refrigeration Inc.	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
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
Verizon Wireless	Western State Contracting Alliance (WSCA) WSCA 7-10-70-16, CA Participating Addendum 1907 Wireless Communications Services and Equipment	3/11/2015
Vertical Transport, Inc.	Bid No. 1415-08 - Elevator Service	12/10/2014
Virco	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Wards Media Technology	Bid No. 1415-01 Audio Visual Equipment	7/9/2014
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	9/26/2011

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

VENDOR	TITLE	BOARD APPROVAL DATE
Williams Scotsman	Los Alamitos Unified School District Bid No. 2010-0002, Relocation, Dismantle and Removal of DSA Portable Classroom	7/11/2011
Winner Chevrolet	California Multiple Award Schedule Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Winner Chevrolet	California Multiple Award Schedule Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Winner Chevrolet	California Multiple Award Schedule Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2014
WLC Architects, Inc.	RFQ No. 4-1314, Architectural Services	12/11/2013
Wondries Fleet Group	California Multiple Award Schedule Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Wondries Fleet Group	California Multiple Award Schedule Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Wondries Fleet Group	California Multiple Award Schedule Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2104
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	6/15/2010
Zonar Systems, Inc.	RFP No. 1-1415, Global Positioning System	7/23/2014

Donation of Funds
May 27, 2015

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Forster Ranch Educational Foundation	\$10,800.00	Chromebooks and Cart for Science Department	Bernice Ayer Middle School
Bernice Ayer Middle School PTSA	\$13,000.00	Chromebooks and Cart for Science Department	Bernice Ayer Middle School
CR&R Incorporated	\$1,018.10	Instructional Materials and Supplies	Canyon Vista Elementary School
OC Marathon Department	\$565.00	PE Equipment	Canyon Vista Elementary School
United Way Silicon Valley	\$370.00	Instructional Materials and Supplies	Capistrano Valley High School
Capistrano Valley High School PTSA	\$600.00	CAHSEE Stipend	Capistrano Valley High School
The Dolphin Foundation	\$399.38	Science Department Equipment	Dana Hills High School
OC Marathon Department	\$420.00	Printing	Don Juan Avila Elementary School
Ladera Ranch Elementary School PTA	\$1,098.00	Field Trip Admission Fee and Transportation	Ladera Ranch Elementary School
Ladera Ranch Elementary School PTA	\$793.00	Field Trip Admission Fee and Transportation	Ladera Ranch Elementary School
Laguna Niguel Elementary School PTA	\$385.00	Field Trip Transportation	Laguna Niguel Elementary School
Laguna Niguel Elementary School PTA	\$330.00	Field Trip Transportation	Laguna Niguel Elementary School
Laguna Niguel Elementary School PTA	\$330.00	Field Trip Transportation	Laguna Niguel Elementary School
Ms. Jenna Grace	\$150.00	Early Childhood Programs	Learning Link - Hidden Hills
Mr. Patrick Keenan	\$500.00	Early Childhood Programs	Learning Link - San Juan
Marblehead Elementary School PTA	\$1,350.00	Pioneer Days Assembly	Marblehead Elementary School
Marblehead Elementary Aloha Education Foundation	\$5,250.00	Primary Music Program	Marblehead Elementary School
Ms. Nicole Haslinger	\$450.00	Field Trip Transportation	Moulton Elementary School
Philip Reilly Elementary School PTA	\$235.00	Fur Real Assembly	Philip Reilly Elementary School
RH Dana Elementary School PTA	\$649.00	1st Grade Field Trip	RH Dana Elementary School
Box Tops for Education	\$138.00	Instructional Materials and Supplies	RH Dana Elementary School
San Clemente High School PTSA	\$2,483.20	Library Books	San Clemente High School
Tijeras Creek Booster Club, Inc.	\$15,800.00	Outdoor Science School	Tijeras Creek Elementary School
Tijeras Creek Elementary School PTA	\$710.00	Ocean Institute Field Trip	Tijeras Creek Elementary School
Tijeras Creek Elementary School PTA	\$260.00	Centennial Farms Field Trip	Tijeras Creek Elementary School
Tijeras Creek Elementary School PTA	\$497.50	Ocean Institute Field Trip	Tijeras Creek Elementary School
Tijeras Creek Elementary School PTA	\$165.00	2nd Grade Field Trip	Tijeras Creek Elementary School
Vista del Mae Elementary School PTA	\$9,192.00	Field Trips and Assemblies	Vista del Mar Elementary School
Vista del Mar Middle School PTA	\$884.30	Projector and Document Camera	Vista del Mar Middle School
Vista del Mar Middle School PTA	\$3,022.80	Chromebooks and Licenses for Special Education	Vista del Mar Middle School
Mako Foundation	\$2,544.00	History Day Project	Vista del Mar Middle School
Mako Foundation	\$202.00	Mako Challenge Sub Coverage	Vista del Mar Middle School

Donation of Funds
May 27, 2015

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Applied Medical	\$700.00	Technology	Wagon Wheel Elementary School
Total	\$75,291.28		

MAY 27, 2015 BOARD MEETING
DISTRICT STANDARDIZED

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

NEW AGREEMENT

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
ICA	1415227	5	Various CFD's, SFID, and Developer Fees	Knowland Construction Services	Oxford Preparatory Academy (Barcelona Hills Elementary School) New Portable Restroom Building and Associated Site Work; Las Flores Elementary School New Restroom Building and Associated Site Work; Dana Hills High School New Portable Wrestling Room Building, New Portable Restroom Building and Associated Site Work	6/1/2015-10/01/2015	\$ 50,000.00

\$ 50,000.00

NEW AGREEMENT RATIFICATIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
ICA	1415200	3	Carl Perkins	Pacific Symphony	Provide Musician Workshops to CUSD Students	4/23/2015-6/30/2016	\$ 4,000.00
PSA	1415220	3	Special Ed	INVO Healthcare Associates, Incorporated	Provide Speech Language Pathology Services	4/13/2015-6/22/2015	\$ 20,000.00
ICA	1415221	3	Education	Orange County Bird of Prey Center	Provide a Grade Level Presentation Assembly for Lifescience	5/19/2015-6/30/2016	\$ 150.00
ICA	1415222	3	Education	Mathematics at Work	Provide Mathematics Workshops	4/28/2015-6/30/2016	\$ 5,000.00

\$ 29,150.00

EXTENSIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
PSA	1213003	3	Special Ed	Hear Now dba Abramson Audiology	Auditory Processing Developmental Delay Evaluations	7/01/2015-6/30/16	\$ 2,000.00
PSA	1213004	3	Special Ed	Hear Now dba Abramson Audiology	Audiological Services	7/01/2015-6/30/16	\$ 35,000.00
PSA	1213016	3	Special Ed	Susanne Smith Roley	IEE for Occupational Therapy Evaluations	7/01/2015-6/30/16	\$ 3,000.00
PSA	1213034	2	Special Ed	Leisure Care Referral Agency	Health Services for a Certified Licensed Vocational Nurse to Special Education Students	7/01/2015-6/30/16	\$ 8,000.00
PSA	1213027	3	Special Ed	Orange County Therapy Services	Occupational and Physical Therapy	7/01/2015-6/30/16	\$ 100,000.00
PSA	1213200	3	Special Ed	Mitchel D. Perlman Phd, Inc.	Provide Psychoeducational Assessments, Report Writing, Discussion of Results, Collaboration/Consultation with Other Professional, Telephone Calls, and IEP Attendance	7/01/2015-6/30/16	\$ 6,000.00

\$ 154,000.00

MAY 27, 2015 BOARD MEETING
 DISTRICT STANDARDIZED
 INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

AMENDMENT RATIFICATIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION	FINANCIAL IMPACT
ICA	1213024	2	Special Ed	Westshield Adolescent Services	Transport Escort Services to CUSD Students	Increase Contract Amount from \$50,000 to \$65,000	\$ 15,000.00
PSA	1213025	3	Special Ed	Providence Speech and Hearing Center	Auditory Processing Development Evaluations	Increase Contract Amount from \$15,000 to \$29,080	\$ 14,080.00
PSA	1415086	3	Special Ed	Soliant Health, Incorporated	Provide Sign Language Interpreter Services	Increase Contract Amount from \$155,000 to \$173,000	\$ 18,000.00

\$ 47,080.00

ICA - Independent Contractors Agreement

PSA - Professional Services Agreement

MC- Master Contract

Pillar 1 Community Relations

Pillar 2 Safe & Healthy Schools

Pillar 3 Academic Achievement & Enrichment

Pillar 4 Character Development

Pillar 5 Effective Operations

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



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of May 28, 2015 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

KNOWLAND CONSTRUCTION SERVICES LLC

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

WHEREAS, District is in need of such special services and advice, specifically those described in Exhibit A; and

WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the special services required by 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 Exhibit "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 \$50,000 in aggregate under the term of 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 the period commencing June 1, 2015, and ending October 1, 2015, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: _____
Name: Lynh N. Rust
Title: Executive Director, Contracts & Purchasing
Board Approval Date: _____

CONTRACTOR

Signature _____
Name: _____
Title: _____
Address _____

Email Address: _____
FEIN: _____

PROPOSAL FOR CONSTRUCTION MANAGEMENT

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

PROJECT: Construction Management Services for:
Barcelona Hills Restroom and Locker;
Las Flores New Restroom and Site Work; Dana Hills
Wrestling Room and Site Work; and Miscellaneous Projects

CONSULTANT: CJ Knowland / Knowland Construction Services L.L.C.

RATE: \$76.00 per hour / Not to exceed \$50,000.00

PROJECTED DURATION: Approximately four months (beginning June 1, 2015 through
October 1, 2015)

PROJECT CONSULTING AGENCY AGREEMENT AND CONTRACT DUTIES:

1. Represent the client or designated agent.
2. Attend all planning, pre-construction conferences, project meetings, or meetings as required by the client.
3. The client and the Consultant, Knowland Construction Services LLC, 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.
4. The Agreement shall begin on written notice and remain in effect continuously until completed, or terminated in writing. This 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 consultants as requested and approved by the District.
5. Capistrano Unified School District agrees to pay Knowland Construction Services the cost of project services billed at the rate of \$76.00 per hour for consulting services within 30 days of receipt of invoice. Knowland Construction Services 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 equipment per the project specifications.

6. Knowland Construction Services shall provide to the District at the end of the project all project documentation in a professional format.

7. The client shall be billed approximately four months for the project. Knowland Construction Services shall not bill the client for any time not directly paid to project consultants working directly on the project. Hours invoiced for purposes of this Agreement shall include drive time for days invoiced at less than eight hours per day. For days where the consultant is absent, on vacation, or is not able to be on site due to causes beyond his reasonable control, a suitable replacement will be assigned to oversee the project, and shall be responsible for the accurate reporting of all activities to the original consultant.

Dated: May 15, 2015

Dated: May __, 2015

CJ Knowland
Knowland Construction Services, LLC

Agent – Capistrano Unified School District



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of May 28, 2015 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**District**") and the contractor listed below ("**Contractor**"). District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

PACIFIC SYMPHONY

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, specifically those described in Exhibit A; and

WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the special services required by 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 Exhibit "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$4,000 in aggregate under the term of 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 the period commencing April 23, 2015, and ending June 30, 2016, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

CONTRACTOR

By: _____

Signature _____

Name: Lynh N. Rust

Name: _____

Title: Executive Director, Contracts & Purchasing

Title: _____

Board Approval Date: _____

Address _____

Email Address: _____

FEIN _____



Pacific Symphony Youth Ensembles
3631 S. Harbor Blvd., Suite 100
Santa Ana, CA 92704

Bill To: San Juan Hills High School
33122 Valle Road
San Juan Capistrano, CA 92675

Contact: Bella Staav, Director of Youth Ensembles
Phone: 714-876-2346
Email: bstaav@pacificsymphony.org

Contact: Donna Antifae
Phone: 949-234-9444
Email: dmantifae@capousd.org

Event Details

Description: Professional sectional coaching from musicians of Pacific Symphony for student musicians of San Juan Hills High School (SJHHS). Repertoire rehearsed in each sectional will be determined by the music director of SJHHS.

Location: San Juan Hills High School, San Juan Capistrano

Fee Payment and Restrictions

Method of hiring: The music director of SJHHS will reach out to Bella Staav of Pacific Symphony, who will hire musicians on behalf of SJHHS. Capistrano Unified School District will then reimburse Pacific Symphony for the cost of hiring musicians.

Payment: Each Pacific Symphony musician hired will be paid a total of \$206.64 per sectional. Each sectional must not exceed 3 hours in length.



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of May 28, 2015 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant"). District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

INVO HEALTHCARE ASSOCIATES, 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, specifically those described in **Exhibit A**, 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 Exhibit A. The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$20,000.00 in aggregate under term of 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 the period commencing April 13, 2015, and ending June 22, 2015 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: _____

Name: Lynh N. Rust

Title: Executive Director, Contracts & Purchasing

Board Approval Date: _____

CONSULTANT

Signature: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

FEIN _____

Exhibit A

Fee Schedule

2014-15

INVO Healthcare Associates

1780 Kendarbren Drive

Jamison, PA 18929

800-434-4686

215-489-8760

Fax: 215-489-8766

www.invohealthcare.com

Speech Language Pathologist \$74 per hour

By: _____ Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of May 28, 2015 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**District**") and the contractor listed below ("**Contractor**"). District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

ORANGE COUNTY BIRD OF PREY CENTER

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

WHEREAS, District is in need of such special services and advice, specifically those described in Exhibit A; and

WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the special services required by 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 Exhibit "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$150.00 in aggregate under the term of 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 the period commencing May 19, 2015, and ending June 30, 2016, 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: Lynh N. Rust
Title: Executive Director, Contracts & Purchasing
Board Approval Date: _____

CONTRACTOR

Signature _____
Name: _____
Title: _____
Address _____

Email Address: _____
FEIN _____

EXHIBIT A
FEE SCHEDULE

ORANGE COUNTY BIRD OF PREY CENTER
25422 Trabuco Rd.
Lake Forest, CA 92630
schedule@ocbpc.org
949-837-0783

Provide a Grade Level Presentation Assembly for Life Science
Suggested Donation \$150.00 per presentation



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of May 28, 2015 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

MATHEMATICS AT WORK

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, specifically those described in Exhibit A; and

WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the special services required by 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 Exhibit "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 \$5000 in aggregate under the term of 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 the period commencing April 28, 2015, and ending June 30, 2016, 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: Lynh N. Rust
Title: Executive Director, Contracts & Purchasing
Board Approval Date: _____

CONTRACTOR

Signature _____
Name: _____
Title: _____
Address _____

Email Address: _____
FEIN _____

**INVOICE for Capistrano Unified School district
April 28th, 2015 Mathematics PLC professional
Development**

TO:
Capistrano Unified School District
ATTENTION: Dr. Kim Baily
Director of Instructional Support
and Professional Learning

FROM:
Dr. Timothy Kanold
1330 Edgewood Drive
Lodi, CA 95242

DATE: April 28th, 2015

Dates	Description of Services	Days	Rate	Amount
Feb./March, 2015	Pre-meeting consultancy, planning, developmental work and design for April 27th convening		NC	NC
April 28 th , 2015	All day Grades 6-8 mathematics workshop – Instruction and tasks for formative assessment processes in a PLC At Work	1 day	\$4800	\$4800
<p>\$4,800 TOTAL DUE</p>				

MAKE CHECK PAYABLE TO:

Dr. Timothy D. Kanold
 Mathematics At Work™
 1330 Edgewood Drive
 Lodi, California

Thank You!

VENDOR PAYMENTS OVER 250K AS OF 5/6/15

2014-15

112650	A & R WHOLESALE DISTRIBUTORS	2,035,955.56
146968	ABOVE ALL NAMES CONSTRUCTION	282,342.78
145322	AMS.NET INC	262,122.64
112173	ASCIP	2,010,667.00
049767	BENS ASPHALT	972,573.73
118161	CAPISTRANO CONNECTIONS ACADEMY	10,512,380.00
130027	CAPISTRANO UNIFIED	4,559,222.08
120141	CAPISTRANO UNIFIED SCHOOL DIST	2,851,328.51
016335	CAPO VALLEY WATER DIST	293,705.36
015900	CAPO-LAGUNA BEACH ROP	1,470,659.42
106764	CDWG Inc	2,999,325.15
043026	CIGNA	446,100.80
018870	CITY OF SAN CLEMENTE	286,422.80
143558	COMMERCIAL & INDUSTRIAL	723,123.00
146265	COMMUNITY ROOTS	2,112,501.00
122828	CORVEL ENTERPRISE COMP INC	2,249,543.93
024000	CULVER-NEWLIN	390,395.91
105883	DAVE BANG ASSOCIATES	360,688.44
064188	DELL COMPUTER	358,955.95
130403	DOMINO'S PIZZA	265,347.55
144459	E L ACHIEVE	254,384.55
150202	FOLLETT SCHOOL SOLUTIONS INC	341,185.57
149926	G.A. DOMINGUEZ	301,069.22
051854	GILBERT & STEARNS INC	435,105.88
150399	HARRIS STEEL FENCE CO. INC.	347,232.90
130047	HOLLANDIA DAIRY INC.	491,005.34
150688	HOWARD TECHNOLOGY SOLUTIONS	286,576.50
148747	ILLUMINATE EDUCATION INC.	263,238.50
144310	INSIGHT SYSTEMS EXCHANGE	324,808.04
144880	IPC USA	573,314.67
105873	JOURNEY CHARTER SCHOOL	1,701,480.00
150703	MEBA C/O	33,503,293.13
120832	METROPOLITAN EMPLOYEES	7,037,947.16
061270	MOULTON NIGUEL WATER	281,464.50
021378	NEW HAVEN SCHOOL	315,337.75
100369	OCEANVIEW SCHOOL	514,556.00

VENDOR PAYMENTS OVER 250K AS OF 5/6/15

2014-15

113144	OPPORTUNITY FOR LEARNING	1,105,745.87
066570	ORANGE COUNTY DEPT OF EDUC	4,270,507.57
146264	OXFORD ACADEMY	4,104,597.00
123679	PACIFIC PLUMBING COMPANY OF	284,671.21
145219	PACIFIC ROOFING SYSTEMS	787,107.60
116957	PALI MOUNTAIN INSTITUTE	303,051.25
149848	PC & MACEXCHANGE	278,752.94
078255	SAN DIEGO GAS & ELECTRIC	6,975,618.14
079190	SANTA MARGARITA WATER	266,832.50
081031	SCOTT FORESMAN	434,417.04
150282	SILVER CREEK INDUSTRIES INC.	873,483.40
084100	SO CA GAS CO	320,054.18
149669	SOUTH COAST ROP	1,561,032.08
122718	SOUTHERN CALIFORNIA EDISON	1,287,562.06
084770	SOUTHWEST SCHOOL SUPPLY	377,139.11
116925	SPORTS FACILITIES GROUP INC	259,109.50
145062	STUTZ ARTIANO SHINOFF & HOLTZ	357,120.16
118382	US BANK	274,293.73
147868	US BANK	2,540,851.44
115841	US BANK NATIONAL ASSOCIATION	1,638,997.43
096332	WAXIE	732,739.46
146077	WEST COAST ARBORISTS INC.	269,153.00
141584	WLC ARCHITECTS INC	253,296.51
099210	XEROX CORPORATION	1,937,684.10
104710	YMCA OF ORANGE COUNTY	402,980.70

**EXTENSION NO. 3 TO INDEPENDENT CONTRACTOR AGREEMENT
CONTRACT NO. ICA 1213003**

WITH

HEAR NOW DBA ABRAMSON AUDIOLOGY

The Independent Contractor Agreement ICA 1213003 with Capistrano Unified School District and Hear Now dba Abramson Audiology called for an original contract period of July 1, 2012 through June 30, 2013.

The contract with Capistrano Unified School District and Hear Now dba Abramson Audiology shall be extended an additional twelve (12) months, covering the period July 1, 2015 through June 30, 2016, at the rates shown in Exhibit A to this Extension No. 3 Agreement, not to exceed \$2,000.

Except as set forth in this Extension Agreement, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Hear Now dba Abramson Audiology

By: _____
Signature

By: _____
Signature

Lynh N. Rust

Print Name

Executive Director, Contracts & Purchasing

Title

Board Approval Date: _____ Date: _____

EXHIBIT A

**FEE SCHEDULE
2015-16**

Hear Now dba Abramson Audiology
28985 Golden Lantern, B-105
Laguna Niguel, CA 92677
(949)433-3327

Auditory Processing Evaluations \$485.00
BAT Program \$395.00
BAT program training \$85.00 per hour

Audiological Services \$85.00 per hour
Legal Audiological Service \$185.000 per hour

By: _____ Date: _____

EXTENSION NO. 2 OF AGREEMENT PSA 1213003

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

HEAR NOW DBA ABRAMSON AUDIOLOGY


Professional Services Agreement No. PSA 1213003 called for an original contract period of July 1, 2012, through June 30, 2013.


The agreement with Hear Now dba Abramson Audiology shall be extended an additional 12 months, for the period July 1, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$2,000.

Except as set forth in this Extension Agreement, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Hear Now dba Abramson Audiology

By: 
Signature

By: 
Signature

Terry Fluent

Maria Abramson
Print Name

Director, Purchasing

Doctor of Audiology
Title

Date: 7/10/14

Date: JUN 06 2014

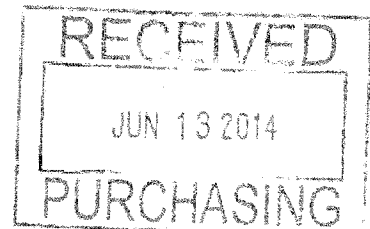


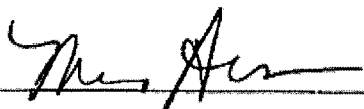
EXHIBIT A

FEE SCHEDULE

Hear Now dba Abramson Audiology
28985 Golden Lantern, B-105
Laguna Niguel, CA 92677
(949)433-3327

Auditory Processing Evaluations \$485.00
BAT Program \$395.00
BAT program training \$85.00 per hour

Audiological Services \$85.00 per hour

By:  Date: JUN 06 2014

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: JUN 06 2014



60K

Contract No. PSA 1311004

PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of 6/12/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

HEAR NOW DBA ABRAMSON AUDIOLOGY

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 \$60,000.00 in aggregate under this Agreement.

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

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

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

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

DISTRICT

CONSULTANT

By: *Terry Fluent*
Name: Terry Fluent
Title: Director, Purchasin
Board Approval Date:

Signature: *[Handwritten Signature]*
Name: *[Handwritten Name]*
Title: *[Handwritten Title]*
Address: *[Handwritten Address]*
Email Add: *[Handwritten Email]*
FEIN/SSN: *[Handwritten FEIN/SSN]*

EXHIBIT A
FEE SCHEDULE

Hear Now dba Abramson Audiology
28985 Golden Lantern, B-105
Laguna Niguel, CA 92677
(949) 495-3327 phone
(949)495-3328 fax
Email: abramson@cox.net

Auditory Processing Evaluations \$485.00
BAT Program \$395.00
BAT program training \$85.00 per hour

Audiological Services \$85.00 per hour
Legal Audiological Services \$185.00 per hour

By: Maria Abramson Date: 5/20/10

**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: Maria Abramson

Date: 5/17/16



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES
JOHN M. ALFAY
PRESIDENT
LYNN HATTON
VICE PRESIDENT
ANNA BRAYSON
CLERK
ELLEN M. ADOONIZO
AMY HANACEK
GARY PRITCHARD, PH. D.
JIM REARDON
SUPERINTENDENT
JOSEPH M. FAILEY, Ed.D.

April 22, 2013

Sent via e-mail Abramson@cox.net

Hear Now DBA Abramson Audiology
28985 Golden Lantern, Suite B105
Laguna Niguel, CA 92677
Attention: Maria Abramson

Subject: Extension of Contract No. PSA 1213004

Dear Ms. Abramson:

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

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

Please electronically return the fee schedule to me at dmantifae@capousd.org by Tuesday, April 30, 2013.

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

EXTENSION OF AGREEMENT NO. PSA 1213003

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

HEAR NOW DBA ABRAMSON AUDIOLOGY

Professional Services Agreement No. PSA 1213003 called for an original contract period of July 1, 2012 through June 30, 2013.


The agreement with Hear Now dba Abramson Audiology shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$2,000.

Except as set forth in this Extension Agreement, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect

Capistrano Unified School District

Hear Now dba Abramson Audiology

By: 
Signature

By: 
Signature

Terry Fluent

Print Name

Director, Purchasing

Doctor of Audiology

Title

Date: 7/15/13

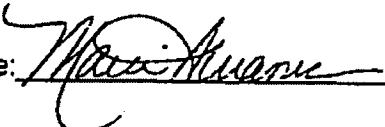
Date: _____

EXHIBIT A

FEE SCHEDULE
Hear Now dba Abramson Audiology
28985 Golden Lantern, B-105
Laguna Niguel, CA 92677
949 495-3327
949 495-3328

Auditory Processing Evaluations \$485.00
Audiological Services \$85.00 per hour

By: MARIA ABRAMSON Date: May 23, 2013

Signature:  Date: May 23, 2013

**EXTENSION NO. 3 TO INDEPENDENT CONTRACTOR AGREEMENT
CONTRACT NO. ICA 1213004**

WITH

HEAR NOW DBA ABRAMSON AUDIOLOGY

The Independent Contractor Agreement ICA 1213004 with Capistrano Unified School District and Hear Now dba Abramson Audiology called for an original contract period of July 1, 2012 through June 30, 2013.

The contract with Capistrano Unified School District and Hear Now dba Abramson Audiology shall be extended an additional twelve (12) months, covering the period July 1, 2015 through June 30, 2016, at the rates shown in Exhibit A to this Extension No. 3 Agreement, not to exceed \$35,000.

Except as set forth in this Extension Agreement, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Hear Now dba Abramson Audiology

By: _____
Signature

By: _____
Signature

Lynh N. Rust

Print Name

Executive Director, Contracts & Purchasing

Title

Board Approval Date: _____ Date: _____

EXHIBIT A

**FEE SCHEDULE
2015-16**

Hear Now dba Abramson Audiology
28985 Golden Lantern, B-105
Laguna Niguel, CA 92677
(949)433-3327

Auditory Processing Evaluations \$485.00
BAT Program \$395.00
BAT program training \$85.00 per hour

Audiological Services \$85.00 per hour
Legal Audiological Service \$185.000 per hour

By: _____ Date: _____

EXTENSION NO. 2 OF AGREEMENT PSA 1213004

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

HEAR NOW DBA ABRAMSON AUDIOLOGY


Professional Services Agreement No. PSA 1213004 called for an original contract period of July 1, 2012, through June 30, 2013.

The agreement with Hear Now dba Abramson Audiology shall be extended an additional 12 months, for the period July 1, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$45,000.

Except as set forth in this Extension Agreement, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Hear Now dba Abramson Audiology

By: 
Signature

By: 
Signature

Terry Fluent

Maria Abramson
Print Name

Director, Purchasing

Doctor of Audiology
Title

Date: 7/18/14

Date: JUN 06 2014

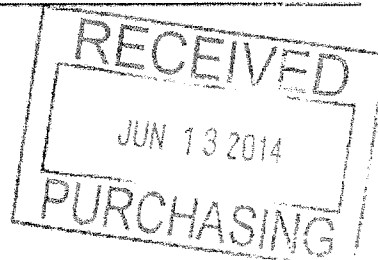


EXHIBIT A

FEE SCHEDULE

Hear Now dba Abramson Audiology
28985 Golden Lantern, B-105
Laguna Niguel, CA 92677
(949)433-3327

Auditory Processing Evaluations \$485.00
BAT Program \$395.00
BAT program training \$85.00 per hour

Audiological Services \$85.00 per hour


By:  Date: JUN 06 2014

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: JUN 06 2014



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of 6-12-12 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

HEAR NOW DBA ABRAMSON AUDIOLOGY

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$5,000.00 in aggregate under this Agreement.

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

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

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

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

DISTRICT

CONSULTANT

By: Terry Fluett
Name: Terry Fluett
Title: Director, Purchasing
Board Approval Date: 6/11/12

Signature: Maria Abramson Au.
Name: MARIA ABRAMSON HEAR N
Title: DOCTOR OF AUDIOLOGY
Address: 20985 Golden Lantern
Suite B 105 Laguna Niguel
Email Address: abramson@cox.net
FEIN/SS: 57-1154247

**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: Mani Aramian AuD Date: 5/17/12

EXHIBIT A
FEE SCHEDULE

Hear Now dba Abramson Audiology
28985 Golden Lantern, B-105
Laguna Niguel, CA 92677
(949) 495-3327 phone
(949)495-3328 fax
Email: abramson@cox.net

Auditory Processing Evaluations \$485.00
BAT Program \$395.00
BAT program training \$85.00 per hour

Audiological Services \$85.00 per hour
Legal Audiological Services \$185.00 per hour

By: maria Abramson Date: 5/20/10

Signature  Date 5/20/10



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES
JOHN M. ALPAY
PRESIDENT

LYNN HATION
VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FAULEY, ED.D.

April 22, 2013

Sent via e-mail Abramson@cox.net

Hear Now DBA Abramson Audiology
28985 Golden Lantern, Suite B105
Laguna Niguel, CA 92677
Attention: Maria Abramson

Subject: Extension of Contract No. PSA 1213003

Dear Ms. Abramson:

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

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

Please electronically return the fee schedule to me at dmantifae@capousd.org by Tuesday, April 30, 2013.

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,


Donna Antifae
Buyer/Planner, Purchasing

EXTENSION OF AGREEMENT NO. PSA 1213004

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

HEAR NOW DBA ABRAMSON AUDIOLOGY


Professional Services Agreement No. PSA 1213004 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Hear Now dba Abramson Audiology shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$60,000.

Except as set forth in this Extension Agreement, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Hear Now dba Abramson Audiology

By: 
Signature

By: 
Signature

Terry Fluent

Print Name

Director, Purchasing

DOCTOR OF AUDIOLOGY

Title

Date: 7/15/13

Date: _____

EXHIBIT A

FEE SCHEDULE
Hear Now dba Abramson Audiology
28985 Golden Lantern, B-105
Laguna Niguel, CA 92677
949 495-3327
949 495-3328

Auditory Processing Evaluations \$485.00
Audiological Services \$85.00 per hour

By: MARIA ABRAMSON Date: May 23, 2013

Signature:  Date: May 23, 2013

**EXTENSION NO. 3 TO INDEPENDENT CONTRACTOR AGREEMENT
CONTRACT NO. ICA 1213016**

WITH

SUSANNE SMITH ROLEY

The Independent Contractor Agreement ICA 1213016 with Capistrano Unified School District and Susanne Smith Roley called for an original contract period of July 1, 2012 through June 30, 2013.

The contract with Capistrano Unified School District and Susanne Smith Roley shall be extended an additional twelve (12) months, covering the period July 1, 2015 through June 30, 2016, at the rates shown in Exhibit A to this Extension No. 3 Agreement, not to exceed \$3,000.

Except as set forth in this Extension Agreement, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

SUSANNE SMITH ROLEY

By: _____
Signature

By: _____
Signature

Lynh N. Rust

Print Name

Executive Director, Contracts & Purchasing

Title

Board Approval Date: _____ Date: _____

Exhibit A

Fee Schedule
2015-16

Susanne Smith Roley, M.S. OTR/L, FAOTA
15 Songbird Lane
Aliso Viejo, CA 92656
SUSANNESR3@gmail.com
(949)581-1380
(949)581-1384 FAX

OCCUPATIONAL THERAPY SERVICES

Independent Educational Evaluation (IEE) – To include extended evaluation, document review, and 2 hours IEP attendance. **\$1,400.00.**

Consultation Hourly Rate - **\$150.00**

By: _____ Date: _____

EXTENSION NO. 2 OF AGREEMENT PSA 1213016

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SUSANNE SMITH ROLEY

Professional Services Agreement No. PSA 1213016 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Susanne Smith Roley shall be extended an additional 12 months, for the period July 1, 2014 through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$3,000.

Except as set forth in this Extension Agreement, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Susanne Smith Roley

By: Terry Fluent
Signature

By: Susanne S Roley
Signature

Terry Fluent
Print Name

Susanne S Roley
Print Name

Director, Purchasing
Title

OTD, OTR/L, #A07A
Title

Date: 7/17/14

Date: 6.3.14

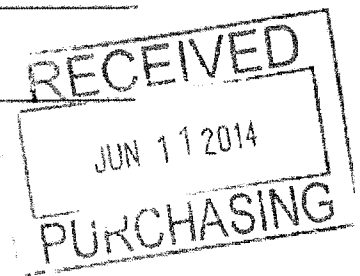


Exhibit A

Fee Schedule

Susanne Smith Roley, M.S. OTR/L, FAOTA
15 Songbird Lane
Aliso Viejo, CA 92656
SUSANNESR3@gmail.com
(949)581-1380
(949)581-1384 FAX

OCCUPATIONAL THERAPY SERVICES

Independent Educational Evaluation (IEE) – To include extended evaluation, document review, and 2 hours IEP attendance. ~~\$1,300.00.~~ *\$1500 JSR*

Consultation Hourly Rate - \$150.00

By: *Susanne Roley* Date: 6.3.14

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: *Suzanne Haley* OTD, OTR/L, Date: 6.3.14
FAOTA



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of 6/12/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

SUSANNE SMITH ROLEY

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 \$3,000.00 in aggregate under this Agreement.

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

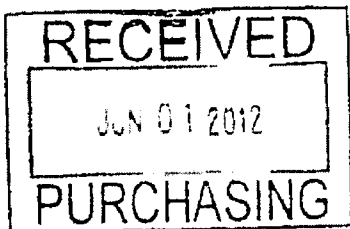
Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Consultant acknowledge,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

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

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

DISTRICT

By: Terry Fluett
Name: Terry Fluett
Title: Director, Purchasing
Board Approval Date: 6/11/12



CONSULTANT

Signature: Susanne Smith Roley
Name: SUSANNE SMITH ROLEY
Title: OTD, OTR/L, FAOTA
Address: 15 Songbird Ln.
Aliso Viejo CA 92656
Email Address: SUSANNE SR30
FEIN/SSN 33 0781 785 gmail.com

Exhibit A

Fee Schedule

Susanne Smith Roley, M.S. OTR/L, FAOTA
15 Songbird Lane
Aliso Viejo, CA 92656
SUSANNESR3@gmail.com
(949)581-1380
(949)581-1384 FAX

OCCUPATIONAL THERAPY SERVICES

Independent Educational Evaluation (IEE) – To include extended evaluation, document review, and 2 hours IEP attendance. **\$1,300.00.**

Consultation Hourly Rate - **\$150.00**

By: _____ Date: _____

Exhibit A

Fee Schedule

Susanne Smith Roley, M.S. OTR/L, FAOTA
15 Songbird Lane
Aliso Viejo, CA 92656
SUSANNESR3@gmail.com
(949)581-1380
(949)581-1384 FAX

OCCUPATIONAL THERAPY SERVICES

Independent Educational Evaluation (IEE) – To include extended evaluation, document review, and 2 hours IEP attendance. \$1,400.00.

1300. - *SR*

Consultation Hourly Rate - \$150.00

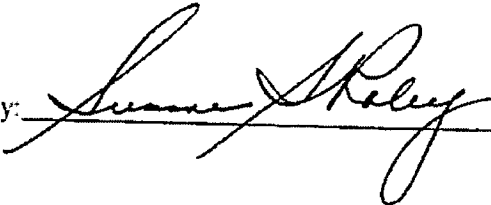
By: *Susanne Smith Roley* Date: 5.29.12

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

Consultant is functioning solely as an independent educational evaluator. Consultant agrees that he/she will not recommend therapy or services within their own agency, company or practice. Consultant agrees that during the performance of an independent educational evaluation at or on school district grounds, the consultant may be accompanied by a DISTRICT representative during the duration of the observation or interviews of staff and/or pupil.

Upon complete of the independent educational evaluation, the consultant agrees to release assessment documentation including assessment protocols and written report to the DISTRICT prior to receipt of payment for services.

By:  Date: 5.29.12



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES
JOHN M. ALPAY
PRESIDENT

LYNN HATTON
VICE PRESIDENT

ANNA BRYSON
CLERK

ELEN M. ADDONIZO

AMY MANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED. D.

April 22, 2013

Sent via e-mail susannesr3@gmail.com

Susanne Smith Roley
15 Songbird Lane
Aliso Viejo, CA 92656

Subject: Extension of Contract No. PSA 1213016

Dear Ms. Smith-Roley:

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

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


Please electronically return the fee schedule to me at dmantifae@capousd.org by Tuesday, April 30, 2013.

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,


Donna Antifae
Buyer/Planner, Purchasing

EXTENSION OF AGREEMENT NO. PSA 1213016

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SUSANNE SMITH ROLEY

Professional Services Agreement No. PSA 1213016 called for an original contract period of July 1, 2012 through June 30, 2013.

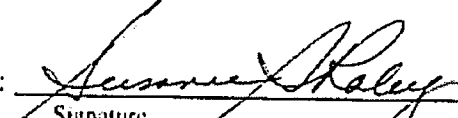
The agreement with Susanne Smith Roley shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$3,000.

Except as set forth in this Extension Agreement, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Susanne Smith Roley

By: 
Signature

By: 
Signature

Terry Fluent

Susanne S Roley
Print Name

Director, Purchasing

OTD, OTR/L, FAOTA
Title

Date: 6/6/13

Date: 5.11.13

Exhibit A

Fee Schedule

Susanne Smith Roley, M.S. OTR/L, FAOTA
15 Songbird Lane
Aliso Viejo CA 92656
SUSANNESR3@gmail.com
(949)581-1380
(949)581 1384 FAX

OCCUPATIONAL THERAPY SERVICES

Independent Educational Evaluation (IEE) - To include extended evaluation, document review, and 2 hours IEP attendance. ~~\$1,400.00.~~ 7/300. SSR

Consultation Hourly Rate \$150.00

Susanne Roley 5.11.13

Date: 5.29.12

**EXTENSION NO. 3 TO PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO. PSA 1213034**

WITH

LEISURE CARE REFERRAL AGENCY, INCORPORATED

The Professional Services Agreement PSA 1213034 with Capistrano Unified School District and Leisure Care Referral Agency, Incorporated for an original contract period of July 1, 2012 through June 30, 2013.

The contract with Capistrano Unified School District and Leisure Care Referral Agency, Incorporated shall be extended an additional twelve (12) months, covering the period July 1, 2015 through June 30, 2016, at the prices shown in Exhibit A to this Extension No. 3 Agreement, not to exceed \$8,000.

Except as set forth in this Extension Agreement, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

**Leisure Care Referral Agency,
Incorporated**

By: _____
Signature

By: _____
Signature

Lynh N. Rust

Print Name

Executive Director, Contracts & Purchasing

Title

Board Approval Date: _____ Date: _____

EXHIBIT A

**FEE SCHEDULE
2015-16**

The LCNR Inc., dba Leisure Care
30131 Town Center Drive, #205
Laguna Niguel, CA 92677
(949)363-7401

Licensed Vocational Nurse (LVN) - \$35.00

By: _____ Date: _____

EXTENSION NO. 2 OF AGREEMENT PSA 1213034

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

LEISURE CARE REFERRAL AGENCY, INCORPORATED

Professional Services Agreement No. PSA 1213034 called for an original contract period of July 1, 2012, through June 30, 2013.

The agreement with Leisure Care Referral Agency, Incorporated shall be extended an additional 12 months, for the period July 1, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$8,000.

Except as set forth in this Extension Agreement, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Leisure Care Referral Agency, Incorporated

By: 
Signature

Terry Fluent

Director, Purchasing

Date: 7/10/14

By: 
Signature

TREVOR L. BLACKMAN
Print Name

PRESIDENT
Title

Date: 7/1/14

**AMENDMENT NO. 5 TO PROFESSIONAL SERVICE AGREEMENT
NO. PSA 1213034**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

LEISURE CARE REFERRAL AGENCY, INCORPORATED

Professional Services Agreement No. PSA 1213034 called for services to be rendered at the rates shown in the agreement.

The "Not to Exceed" amount on Professional Services Agreement No. PSA 1213034 shall be amended to \$93,000 for additional services requested by the District.

Except as set forth in this Amendment, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Leisure Care Referral Agency, Inc.

By: 
Signature

By: 
Signature

Terry Fluent

TREVOR L. BLACKMAN
Print Name

Director, Purchasing

PRESIDENT
Title

Date: 7/10/14

Date: 7/1/14



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of 6/12/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

LEISURE CARE REFERRAL AGENCY INC

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$8,000.00 in aggregate under this Agreement.

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

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

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

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

DISTRICT

By: Terry Fluett
Name: Terry Fluett
Title: Director, Purchasing
Board Approval Date: 6/11/12

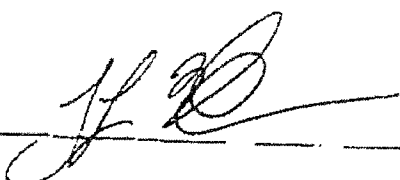
CONSULTANT

Signature: [Signature]
Name: TREVOR L. BLACKMAN
Title: PRESIDENT
Address: 30131 TOWN CENTER DRIVE #205
LAGUNA NIGUEL, CA 92677
Email Address: trevor@lc-homecare.com
FEIN/SSN 45-4788136

EXHIBIT A
FEE SCHEDULE

Leisure Care Referral Agency, Inc.
30131 Town Center Drive, #205
Laguna Niguel, CA 92677
(949) 363-7401
trevor@lchomecare.com

Licensed Vocational Nurse (LVN)- \$38.00

Signature  Date 5/21/12
Typed or Printed Name TREVOR L. BLACKANN

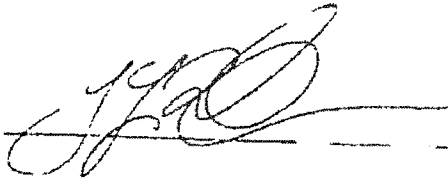
SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

Consultant is functioning solely as an independent educational evaluator. Consultant agrees that he/she will not recommend therapy or services within their own agency, company or practice. Consultant agrees that during the performance of an independent educational evaluation at or on school district grounds, the consultant may be accompanied by a DISTRICT representative during the duration of the observation or interviews of staff and/or pupil.

Upon complete of the independent educational evaluation, the consultant agrees to release assessment documentation including assessment protocols and written report to the DISTRICT prior to receipt of payment for services.

By: _____



Date: _____

5/21/12

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213034

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

LEISURE CARE REFERRAL AGENCY, INC.

Professional Services Agreement No. PSA No. 1213034 called for services to be rendered at the rates shown in the agreement.

The contract with Leisure Care Referral Agency, Inc. shall be amended to reflect the negotiated reduced rates as shown in Exhibit A to this amendment.

Except as set forth in this Amendment, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Leisure Care Referral Agency, Inc.

By: Terry Fluett
Signature

By: Trevor L. Blackann
Signature

Terry Fluett
Name

TREVOR L. BLACKANN
Print Name

Director, Purchasing
Title

PRESIDENT
Title

Date: 6/22/12

Date: 6/20/12

EXHIBIT A

FEE SCHEDULE

The LCNR Inc., dba Leisure Care
30131 Town Center Drive, #205
Laguna Niguel, CA 92677
(949)363-7401

Licensed Vocational Nurse (LVN) - \$35.00

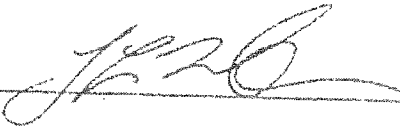
By:  Date: 6/20/12

Exhibit A

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213034

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

LEISURE CARE REFERRAL AGENCY, INC.

Professional Services Agreement No. PSA 1213034 called for services to be rendered at the rates shown in the agreement.

The "Not to Exceed" amount on Professional Services Agreement No. PSA 1213034 shall be amended to \$11,230.00 for additional services requested by the District.

Except as set forth in this Amendment, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Leisure Care Referral Agency, Inc.

By: 
Signature

By: 
Signature

Terry Fluent

Terry L. Bennett
Print Name

Director, Purchasing

Director
Title

Date 11/20/12

Date 11/20/12

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. 3 PSA 1213034**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

LEISURE CARE REFERRAL AGENCY, INC.

Professional Services Agreement No. PSA 1213034 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Professional Services Agreement No. PSA 1213034 shall be amended to \$19,430 for additional services requested by the District.


Except as set forth in this Amendment, and Board approved on June 11, 2012 all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Leisure Care Referral Agency, Inc.

By: 
Signature

By: 
Signature

Terry Fluent

TREVOR L. BLACKANN
Print Name

Director, Purchasing

PRESIDENT
Title

Date: 7/12/13

Date: 6/17/13

AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213034

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

LEISURE CARE REFERRAL AGENCY, INC.

Professional Services Agreement No. PSA 1213034 called for services to be rendered at the rates shown in the agreement.

The "Not to Exceed" amount on Professional Services Agreement No. PSA 1213034 shall be amended to \$58,000 for additional services requested by the District.

Except as set forth in this Amendment, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

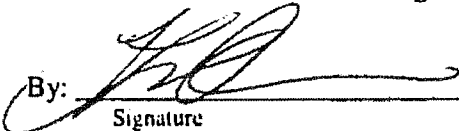
DISTRICT

CONSULTANT

Capistrano Unified School District

Leisure Care Referral Agency, Inc.

By: 
Signature

By: 
Signature

Terry Fluent

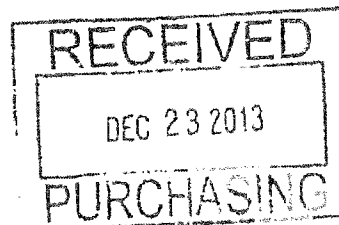
T. L. Blackana
Print Name

Director, Purchasing

PRESIDENT
Title

Date: 1/21/14

Date: 12/17/13





CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES
JOHN M. ALPAY
PRESIDENT

LYNN HATTON
VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D

April 22, 2013

Sent via e-mail trevor@lhomecare.com

Leisure Care Referral Agency, Inc.
30131 Town Center Dr. #205
Laguna Niguel, CA 92677
Attention: Trevor Blackann, President

Subject: Extension of Contract No. PSA 1213034

Dear Mr. Blackann:

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

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

Please electronically return the fee schedule to me at dmantifae@capousd.org by Tuesday, April 30, 2013.

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

EXTENSION OF AGREEMENT NO. 1 PSA 1213034

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

LEISURE CARE REFERRAL AGENCY, INCORPORATED

Professional Services Agreement No. PSA 1213034 called for an original contract period of July 1, 2012 through June 30, 2013.

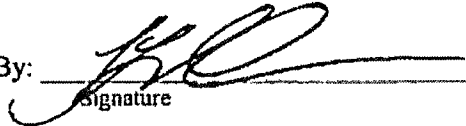
The agreement with Leisure Care Referral Agency, Incorporated shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$8,000.

Except as set forth in this Extension Agreement, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Leisure Care Referral Agency, Incorporated

By: 
Signature

By: 
Signature

Terry Fluent

TREVOR L. BLACKANN
Print Name

Director, Purchasing

PRESIDENT
Title

Date: 7/10/13

Date: 6/17/13

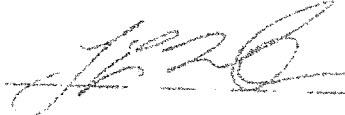
EXHIBIT A

FEE SCHEDULE

The LCNR Inc., dba Leisure Care
30131 Town Center Drive, #205
Laguna Niguel, CA 92677
(949)363-7401

Licensed Vocational Nurse (LVN) - \$35.00

By



Date:

6/20/12

Exhibit A

**EXTENSION NO. 3 TO INDEPENDENT CONTRACTOR AGREEMENT
CONTRACT NO. ICA 1213027**

WITH

ORANGE COUNTY THERAPY SERVICES

The Independent Contractor Agreement ICA 1213027 with Capistrano Unified School District and Orange County Therapy Services called for an original contract period of July 1, 2012 through June 30, 2013.

The contract with Capistrano Unified School District and Orange County Therapy Services shall be extended an additional twelve (12) months, covering the period July 1, 2015 through June 30, 2016, at the rates shown in Exhibit A to this Extension No. 3 Agreement, not to exceed \$100,000.

Except as set forth in this Extension Agreement, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Orange County Therapy Services

By: _____
Signature

By: _____
Signature

Lynh N. Rust

Print Name

Executive Director, Contracts & Purchasing

Title

Board Approval Date: _____ Date: _____

EXHIBIT A

**FEE SCHEDULE
2015-16**

**Orange County Therapy Service
P.O. Box 73575
San Clemente, CA 92673
(949)770-5843
JMOREY@OCTHERAPY.COM**

**Occupational and Physical Therapy Services
School based Occupational and Physical Therapy - \$85.00 per hour**

By: _____ Date: _____

EXTENSION NO. 2 OF AGREEMENT PSA 1213027

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

ORANGE COUNTY THERAPY SERVICES

Professional Services Agreement No. PSA 1213027 called for an original contract period of July 1, 2012 through June 30, 2013.

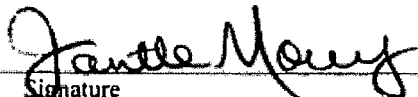
The agreement with Orange County Therapy Services shall be extended an additional 12 months, for the period July 1, 2014 through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$60,000.

Except as set forth in this Extension Agreement, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Orange County Therapy Services

By: 
Signature

By: 
Signature

Terry Fluent

Janette Morey
Print Name

Director, Purchasing

Clinical Director
Title

Date: 7/30/14

Date: 6-3-2014

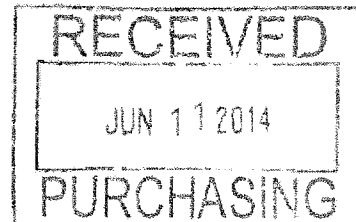
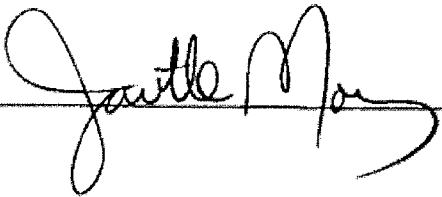


EXHIBIT A

FEE SCHEDULE

Orange County Therapy Service
~~23293 South Pointe Drive~~ P.O. Box 73575
Laguna Hills, CA 92653 San Clemente CA 92673
(949)770-5843

Occupational Therapy and Physical Therapy Services
School based Occupational and Physical Therapy - \$80.00 per hour
\$300.00
~~\$204.00~~ per Occupational Therapy evaluation

By:  Date: 6-3-2014

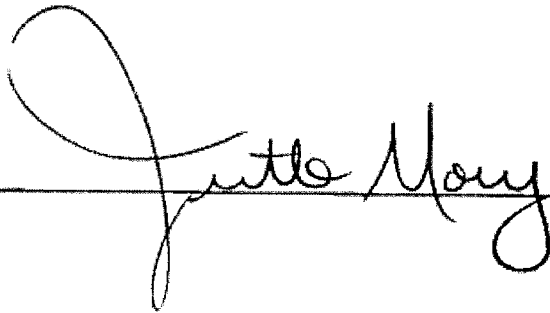
SPECIAL CONDITIONS

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: 6-3-2014



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of 6/12/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

ORANGE COUNTY THERAPY 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, 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 \$200,000.00 in aggregate under this Agreement.

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

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

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

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

DISTRICT

By: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 4/14/12

CONSULTANT

Signature: J. Marie Morrey

Name: J. Marie Morrey

Title: Clinical Director

Address: P.O. Box 73575
San Clemente, CA 92673

Email Address: jmarrey@actherapy.com

FEIN/SSN: 33-0851322

EXHIBIT B

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.

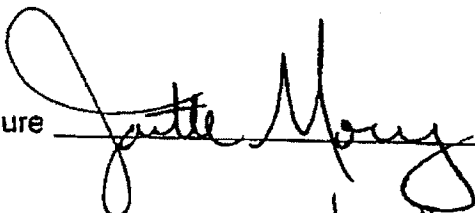
Upon completion of the independent educational evaluation, the consultant agrees to release assessment documentation including assessment protocols and written report to the DISTRICT prior to receipt of payment for services.

By: Janelle Mory Date: 6-8-2012
Orange County Therapy Services

EXHIBIT A
FEE SCHEDULE

Orange County Therapy Service
~~29293 South Pointe Drive~~ P.O. Box 73575
~~Laguna Hills, CA 92653~~ San Clemente, CA 92673
(949) 770-5843
Email: jmore@octherapy.com

Occupational Therapy and Physical Therapy Services
School based Occupational and Physical Therapy -\$80.00 per hour

Signature  Date 6-8-2012
Typed or Printed Name Janette Morey, Clinical Director

New Address
P.O. Box 73575
San Clemente, CA
92673

AMENDMENT OF AGREEMENT NO. PSA 1213027

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

ORANGE COUNTY THERAPY SERVICES

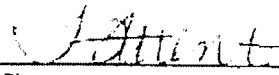
Professional Services Agreement No. PSA 1213027 called for an original contract amount of \$100,000.

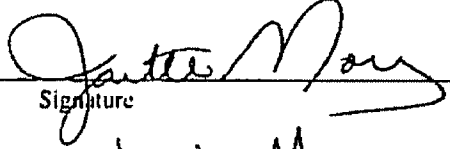
The agreement with Orange County Therapy Services shall be amended to a "not to exceed" amount of \$150,000, at the prices shown in Exhibit A to this Extension Agreement for the period of July 1, 2013 through June 30, 2014.

Except as set forth in this Extension Agreement, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Orange County Therapy Services

By: 
Signature

By: 
Signature

Terry Fluent

Javette M. Grey
Print Name

Director, Purchasing

Clinical Director
Title

Date: 11/7/13

Date: 11-1-2013



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES
JOHN M. ALPAY
PRESIDENT
LYNN MATTON
VICE PRESIDENT
ANNA BRYSON
CLERK
ELLEN M. ADDONIZIO
AMY MANACEK
GARY PRITCHARD, PH. D.
JIM REARDON
SUPERINTENDENT
JOSEPH M. FARLEY, ED. D.

April 22, 2013

Sent via e-mail jmorey@octherapy.com

Orange County Therapy Services
PO Box 73575
San Clemente, CA 92673
Attention: Janette Morey

Subject: Extension of Contract No. PSA 1213027

Dear Ms. Morey:

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

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

Please electronically return the fee schedule to me at dmantifae@capousd.org by Tuesday, April 30, 2013.

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

EXTENSION OF AGREEMENT NO. PSA 1213027

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

ORANGE COUNTY THERAPY SERVICES

Professional Services Agreement No. PSA 1213027 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Orange County Therapy Services shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$100,000.

Except as set forth in this Extension Agreement, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Orange County Therapy Services

By: *Terry Fluent*
Signature

By: *Janette Morcy*
Signature

Terry Fluent

JANETTE MORCY
Print Name

Director, Purchasing

Clinical Director
Title

Date: 5/16/13

Date: 5-14-2013

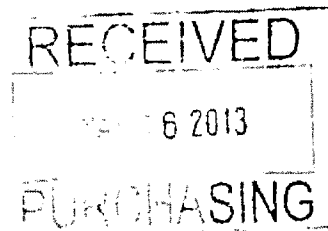


Exhibit A

2013-2014 FEE SCHEDULE

**ORANGE COUNTY THERAPY SERVICES
PO 73575
SAN CLEMENTE CA 92673
EMAIL: jmorey@octherapy.com**

Occupational Therapy and Physical Therapy Services are \$80 per hour

**JANETTE MOREY
Clinical Director**

**,EXTENSION NO. 3 TO INDEPENDENT CONTRACTOR AGREEMENT
CONTRACT NO. ICA 1213200**

WITH

MITCHEL D. PERLMAN PH.D. INCORPORATED

The Independent Contractor Agreement ICA 1213200 with Capistrano Unified School District and Mitchel D. Perlman Ph.D., Incorporated called for an original contract period of July 1, 2012 through June 30, 2013.

The contract with Capistrano Unified School District and Mitchel D. Perlman Ph.D., Incorporated shall be extended an additional twelve (12) months, covering the period July 1, 2015 through June 30, 2016, at the rates shown in Exhibit A to this Extension No. 3 Agreement, not to exceed \$6,000.

Except as set forth in this Extension Agreement, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

By: _____
Signature

Lynh N. Rust

Executive Director, Contracts & Purchasing

Mitchel D. Perlman Ph.D. Incorporated

By: _____
Signature

Print Name

Title

Board Approval Date: _____ Date: _____

Exhibit A

Fee Schedule
2015-16

Mitchel D. Perlman PhD, Inc.
2430 Palermo Drive
San Diego, CA 92106
(619)255-5566
drMitch@drMitch.com

Psychoeducational evaluation

\$175.00 per hour for Psychoeducational assessments, report writing, discussion of results, collaboration/consultation with other professional, telephone calls, IEP attendance.

By: _____ Date: _____

EXTENSION NO. 2 OF PROFESSIONAL SERVICE AGREEMENT PSA1213200

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

MITCHEL D. PERLMAN PH.D. INCORPORATED

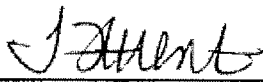
The Professional Service Agreement PSA 1213200 with Capistrano Unified School District and Mitchel D. Perlman PH.D., Incorporated called for an original contract period of May 1, 2013, through April 30, 2014.

The contract with Capistrano Unified School District and Mitchel D. Perlman PH.D., Incorporated shall be extended an additional 12 months, covering the period July 1, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension No. 1 Agreement. Annual services under this contract are limited to \$6,000.

Except as set forth in this Extension Agreement, and originally Board approved on June 12, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: 
Signature

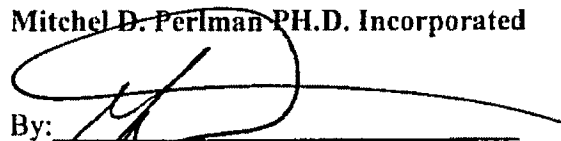
Terry Fluent
Print name

Director, Purchasing
Title

Date: 7/10/14

CONSULTANT

Mitchel D. Perlman PH.D. Incorporated

By: 
Signature

Mitch Perlman
Print Name

J
Title

Date: 6/8/2014

Exhibit A

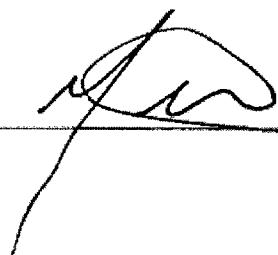
Fee Schedule

Mitchel D. Perlman PhD, Inc.
2430 Palermo Drive
San Diego, CA 92106
(619)255-5566
drMitch@drMitch.com

Psychoeducational evaluation

\$175.00 per hour for Psychoeducational assessments, report writing, discussion of results, collaboration/consultation with other professional, telephone calls, IEP attendance.

By: _____



Date: _____

6/8/2017



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of June 13, 2013 by and between Capistrano Unified School District located at 33121 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties")

MITCHEL D. PERLMAN PH.D INCORPORATED

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

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

WHEREAS, CONSULTANT is specially trained, experienced, licensed, and competent to perform the special services needed 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 requested by District and provided by Consultant under this agreement shall be ordered by Purchase Order (PO) and shall not exceed \$6,000.00 annually in aggregate under this Agreement. This amount may be adjusted by mutual agreement of both parties by written amendment

Term of Agreement. The term of this base Agreement is for one year commencing May 1, 2013 to April 30, 2014 with the right 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 provided 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 which additional terms were set forth in full herein.

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

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

DISTRICT
Terry Fleunt
Terry Fleunt
Director, Purchasing
Approval Date: 6/11/13

CONSULTANT
Mitchel D Perlman
Signature
Name Mitchel D Perlman
Title Licensed Clinical Psychologist
Address 2430 Palermo Drive
San Diego, CA 92106
Email Address drMitch@drMitch.com
FBI/ISSN

RECEIVED
JUN 05 2013

Professional Services Agreement - 2013
Capistrano Unified School District

Exhibit A

Fee Schedule

Mitchel D. Perlman PhD, Inc.
2430 Palermo Drive
San Diego, CA 92106
(619)255-5566
drMitch@drMitch.com

Psychoeducational evaluation

\$175.00 per hour for Psychoeducational assessments, report writing, discussion of results, collaboration/consultation with other professional, telephone calls, IEP attendance.

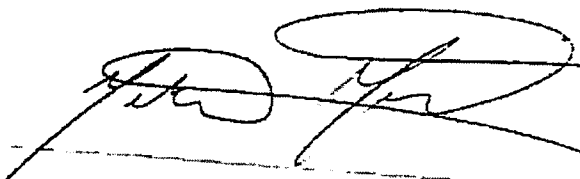
By:  _____ Date: 05-23-2013

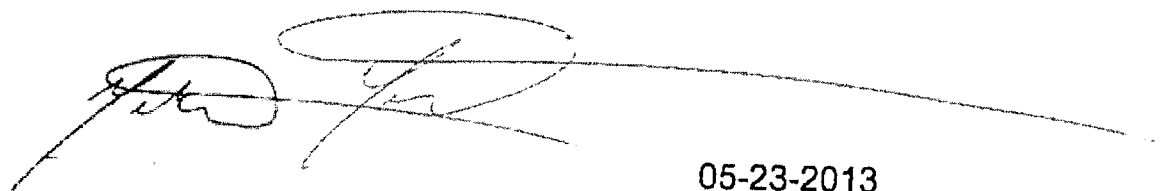
Exhibit A

Fee Schedule

Mitchel D. Perlman PhD, Inc.
2430 Palermo Drive
San Diego, CA 92106
(619)255-5566
drMitch@drMitch.com

Psychoeducational evaluation

\$175.00 per hour for Psychoeducational assessments, report writing, discussion of results, collaboration/consultation with other professional, telephone calls, IEP attendance.

A handwritten signature in black ink, appearing to be 'Mitchel D. Perlman', with a long horizontal line extending to the right.

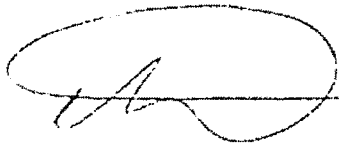
05-23-2013

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.



05-23-2013

EXTENSION NO. 1 OF PROFESSIONAL SERVICE AGREEMENT PSA1213200

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

MITCHEL D. PERLMAN PH.D. INCORPORATED

The Professional Service Agreement PSA 1213200 with Capistrano Unified School District and Mitchel D. Perlman PH.D., Incorporated called for an original contract period of May 1, 2013, through April 30, 2014.

The contract with Capistrano Unified School District and Mitchel D. Perlman PH.D., Incorporated shall be extended an covering the period May 1, 2014, through June 30, 2014, at the prices shown in Exhibit A to this Extension No. 1 Agreement.

Except as set forth in this Extension Agreement, and originally Board approved on June 12, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: 
Signature

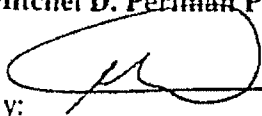
Terry Fluent
Print name

Director, Purchasing
Title


Date: 4/18/14

CONSULTANT

Mitchel D. Perlman PH.D. Incorporated

By: 
Signature

MITCHEL D. PERLMAN
Print Name


Title

Date: 4/18/2014

Exhibit A

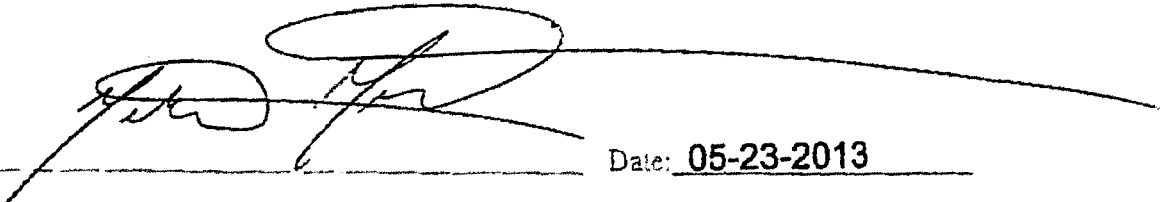
Fee Schedule

Mitchel D. Perlman PhD, Inc.
2430 Palermo Drive
San Diego, CA 92106
(619)255-5566
drMitch@drMitch.com

Psychoeducational evaluation

\$175.00 per hour for Psychoeducational assessments, report writing, discussion of results, collaboration/consultation with other professional, telephone calls, IEP attendance.

By _____



Date: **05-23-2013**

**AMENDMENT NO. 1 TO PROFESSIONAL SERVICE AGREEMENT
PSA 1213024**

WITH

WESTSHIELD ADOLESCENT SERVICES

Professional Service Agreement No. PSA 1213024 with Capistrano Unified School District and Westshield Adolescent Services called for services to be rendered at the rates shown in the agreement.

The total cost of services requested by the District and provided by the Westshield Adolescent Services under this Agreement shall not exceed \$65,000 annually for additional services requested by the District. This amount may be increased by mutual agreement of both parties by written amendment.

Except as set forth in this Amendment, and Board approved on June 12, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Westshield Adolescent Services

By: _____
Signature

By: _____
Signature

Lynh N. Rust

Print Name

Executive Director, Contracts & Purchasing

Title

Board Approval 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").

WESTSHIELD ADOLESCENT 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 "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 \$50,000.00 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.

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

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

DISTRICT

CONTRACTOR

By: Terry Fluent
Name: Terry Fluent
Title: Director, Purchasing
Board Approval Date: 6/11/12

Signature: Allen P. Cardoza
Name: ALLEN P. CARDOZA
Title: PRESIDENT
Address: 11033 BOLSA CHICARD #104-550
HUNT, BCH, CA 92649
Email Address: CONTACTUS@TRANSPORTNINETEEN
FEIN/SSN 33-0580356

EXHIBIT A

FEE SCHEDULE

Westshield Adolescent Services
16033 Bolsa Chica Road, #104-350
Huntington Beach, CA 92649
(800)899-8585

\$73.00 per hour for Lead Adult Escort;
\$52.00 per hour for back-up adult agent;
\$63.00 per hour for administration;
plus all mileage and travel expenses to include
air travel, mileage, food, gas, and lodging.

By Alta P. Sanchez

Date: 5/31/18

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 Allen P. Cardona Date 5/30/18

EXTENSION OF AGREEMENT NO. ICA 1213024

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

WESTSHIELD ADOLESCENT SERVICES

Independent Contractor Agreement No. ICA 1213024 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Westshield Adolescent Services shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$40,000.

Except as set forth in this Extension Agreement, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Westshield Adolescent Services

By: *Terry Fluett*
Signature

By: *Allen P. Cardoza*
Signature

Terry Fluett

ALLEN P. CARDOZA
Print Name

Director, Purchasing

PRESIDENT
Title

Date: 6/16/13

Date: 5/16/13

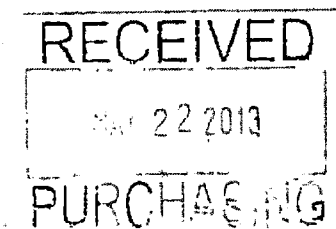


EXHIBIT A

FEE SCHEDULE 2013-2014

West Shield Adolescent Services
16033 Bolsa Chica Road #104-350
Huntington Beach, Ca 92649
(800)899-8585

\$66.00 per hour for Lead Agent.
\$47.00 per hour for Back up Agent.
\$57.00 per hour for administration:
plus all mileage and travel expenses to include
air travel, mileage, food, gas, and lodging.

B. Allen P. C. Long Date 4/2/12

EXTENSION NO. 2 OF AGREEMENT ICA 1213024

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

WEST SHIELD ADOLESCENT SERVICES

Independent Contractor Agreement No. ICA 1213024 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with West Shield Adolescent Services shall be extended through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$30,000.

Except as set forth in this Extension Agreement, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

West Shield Adolescent Services

By: *Terry Fluent*
Signature

By: *Allen P. Cardoza*
Signature

Terry Fluent

ALLEN P. CARDOZA

Print Name

Director, Purchasing

PRESIDENT

Title

Date: 9/5/14

Date: 6/3/14

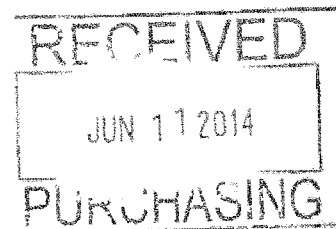


EXHIBIT A

FEE SCHEDULE

Family Crisis International Youth Assistance Inc.
DBA Westshield Adolescent Services
16033 Bolsa Chica Road, #104-350
Huntington Beach, CA 92649
(800)899-8585

\$66.00 per hour for Lead Adult Escort;
\$47.00 per hour for back-up adult agent;
\$57.00 per hour for administration;
plus all mileage and travel expenses to include
air travel, mileage, food, gas, and lodging.

By: Allen P. Cardoza Date: 6/3/14

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: Allen P. Conley Date: 6/3/14

**AMENDMENT NO. 2 TO PROFESSIONAL SERVICE AGREEMENT
PSA 1213025**

WITH

PROVIDENCE SPEECH AND HEARING CENTER

Professional Service Agreement No. PSA 1213025 with Capistrano Unified School District and Providence Speech and Hearing Center called for services to be rendered at the rates shown in the agreement.

The total cost of services requested by the District and provided by the Providence Speech and Hearing Center under this Agreement shall not exceed \$29,080 annually for additional services requested by the District and be amended to the new rates as attached as Exhibit A-2. This amount may be increased by mutual agreement of both parties by written amendment.

Except as set forth in this Amendment, and Board approved on June 12, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

**Providence Speech and Hearing
Center**

By: _____
Signature

By: _____
Signature

Lynh N. Rust

Print Name

Executive Director, Contracts & Purchasing

Title

Board Approval Date: _____ Date: _____

EXHIBIT A-2

FEE SCHEDULE

Providence Speech and Hearing Center
1301 Providence Avenue
Orange, CA 92668

abarclay@pshc.org

Speech Language Pathologist - \$80.00 per hour

By: _____

Date: _____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of 6/12/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

PROVIDENCE SPEECH AND HEARING CENTER

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$6,000.00 in aggregate under this Agreement.

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

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

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

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

DISTRICT
By: Terry Fluett
Name: Terry Fluett
Title: Director, Purchasing
Board Approval Date: 4/11/12

CONSULTANT
Signatures: [Signature]
Name: Paul Lopez
Title: CEO/CFO
Address: 1301 Providence Ave
Orange, CA 92664
Email Address: Lopez@PSHC.org
FEIN/SSN 95-6154473

EXHIBIT A -1
FEE SCHEDULE

PROVIDENCE SPEECH AND HEARING CENTER

SCHOOL DIS CODES	DESCRIPTION	CHARGE
53	Pediatric Audiological Evaluation(0-7 years)	\$300.00
53	Audiological Evaluation	\$285.00
53	Auditory Brainstem Response	\$445.00
53	Central Auditory Processing, Comprehensive	\$1,750.00 **
53	Otoacoustic Emissions, Extended	\$120.00
53	Other audiology services	\$135/hr
53	Audio Consult Brief	\$135/hr
50	Speech & Language Evaluation	\$300.00
50	Other speech services	\$135/hr
50	Speech Therapy	\$135/hr
50	Speech Therapy	\$150/ 1 hr session
50	Jumpstart or Speech group Therapy, per hour	\$95/ 1/2 hr session
57	OT Evaluation	\$55 / 1hr
57	OT Therapy	150.00
50, 53, 57	**IEP/IFSP Out of Center Meeting	\$135 / 1hr
50, 53, 57	**IEP/IFSP Cancellation without a 48 hour notice	\$135 / 1hr
50, 53, 57	Out of Center contact time and travel Audio, Speech, OT	\$135 / 1hr

**IEP charge is inclusive of all preparation time which includes any meetings or fittings, preparation of special documentation and "out of the ordinary" phone calls.)

**The following appointments are required for Comprehensive APD Appointment:

- 1) Documentation Review by Audiologist 1/2 hour
- 2) Documentation Review by Speech Pathologist 1 hour
- 3) Initial APD appointment (Includes Audiological Evaluation)
- 4) Speech and Language Evaluation
- 5) Final APD appointment

By:  Date: 8/27/2012

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: 8/27/2012

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT NO.
PSA 1213025**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PROVIDENCE SPEECH AND HEARING CENTER


The Agreement between Capistrano Unified School District and Providence Speech and Hearing Center was extended for the period of July 1, 2013, through June 30, 2014.

The total cost of services requested by the District and provided by the Consultant under this Agreement shall be amended not to exceed \$14,000 annually. This amount may be increased by mutual agreement of both parties by written amendment.

Except as set forth in this amendment, and Board approved on June 11, 2012, all other terms and conditions of the contract remain in full force and effect.

Capistrano Unified School District

**Providence Speech and Hearing
Center**

By: 
Signature

By: 
Signature

Terry Fluent

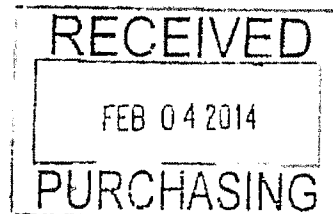
RAUL LOPEZ
Print Name

Director, Purchasing

CEO / COO
Title

Date: 2/13/14

Date: 1/30/14



**AMENDMENT NO. 2 TO PROFESSIONAL SERVICE AGREEMENT
NO. PSA 1213025**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PROVIDENCE SPEECH AND HEARING CENTER

The Agreement between Capistrano Unified School District and Providence Speech and Hearing Center was extended for the period of July 1, 2013, through June 30, 2014.

The total cost of services requested by the District and provided by the Consultant under this Agreement shall be amended not to exceed \$20,500 annually. This amount may be increased by mutual agreement of both parties by written amendment.

Except as set forth in this Extension Agreement, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Providence Speech and Hearing Center

By: Terry Fluent
Signature

By: Linda H. Smith
Signature

Terry Fluent

Linda H. Smith
Print Name

Director, Purchasing

CEO
Title

Date: 7/18/14

Date: 7/1/14

EXTENSION NO. 1 OF AGREEMENT NO. PSA 1213025

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PROVIDENCE SPEECH AND HEARING CENTER

Professional Services Agreement No. PSA 1213025 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Providence Speech and Hearing Center shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$4,000.

Except as set forth in this Extension Agreement, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Providence Speech and Hearing Center

By: Terry Fluent
Signature

By: Raul Lopez
Signature

Terry Fluent

Raul Lopez
Print Name

Director, Purchasing

CEO/CEO
Title

Date: 8/1/13

Date: July 8, 2013

EXTENSION NO. 2 OF AGREEMENT PSA 1213025

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PROVIDENCE SPEECH AND HEARING CENTER

Professional Services Agreement No. PSA 1213025 called for an original contract period of July 1, 2012, through June 30, 2013.

The agreement with Providence Speech and Hearing Center shall be extended an additional 12 months, for the period July 1, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$15,000.

Except as set forth in this Extension Agreement, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Providence Speech and Hearing Center

By: Terry Fluent
Signature

By: Linda H. Smith
Signature

Terry Fluent

Linda H. Smith
Print Name

Director, Purchasing

CEO
Title

Date: 7/18/14

Date: 7/11/14

**AMENDMENT NO. 1 TO PROFESSIONAL SERVICE AGREEMENT
PSA 1415086**

WITH

SOLIANT HEALTH INCORPORATED

Professional Service Agreement No. PSA 1415086 with Capistrano Unified School District and Soliant Health Incorporated called for services to be rendered at the rates shown in the agreement.

The total cost of services requested by the District and provided by the Soliant Health Incorporated under this Agreement shall not exceed \$173,000 annually for additional services requested by the District. This amount may be increased by mutual agreement of both parties by written amendment.

Except as set forth in this Amendment, and Board approved on September 10, 2014, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Soliant Health Incorporated

By: _____
Signature

By: _____
Signature

Lynh N. Rust

Print Name

Executive Director, Contracts & Purchasing

Title

Board Approval Date: _____ Date: _____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of September 11, 2014 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

SOLIANT HEALTH, 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 \$65,000 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 September 4, 2014 through June 30, 2015 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By:

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date:

10/8/14

CONSULTANT

Signature:

Name:

Title:

Address:

Email Address:

FEIN/SSN:

Lesley Slaughter
Director

1979 Lakeside Pkwy Ste 800
Tucker, GA 30084

lesley.slaughter@soliant-c.com

58-1976270

Exhibit A

Fee Schedule

Soliant Health
1979 Lakeside Parkway, Suite 800
Tucker, GA 30084
(866)234-2919
Fax: (888)292-6230

Remittance address:
Post Office Box 1024640
Atlanta, GA 30368-4640

Sign Language Interpreter Services

\$67.00 per hour for 30 hours per week of service hours.*

*Hourly rate will vary based upon Interpreter qualifications and hours of service.

By: Sally Buskett Date: 10/10/14

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: Smalley Burkett Date: 10/17/14

**AMENDMENT NO. 1 TO PROFESSIONAL SERVICE AGREEMENT
PSA 1415086**

WITH

SOLIANT HEALTH, INCORPORATED

Professional Service Agreement PSA 1415086 called for services to be rendered at the rates shown in the agreement.

The contract with Soliant Health, Incorporated shall be increased to \$105,000 at the rates shown in Exhibit A to this amendment effective September 5, 2014.

Except as set forth in this Amendment, and Board approved on September 10, 2014 all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Soliant Health, Incorporated

By: *Terry Fluent*
Signature

By: *Shelley Burkett*
Signature

Terry Fluent

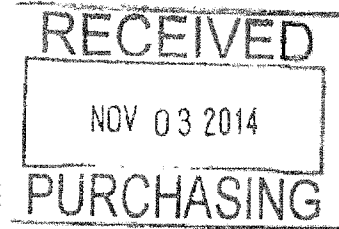
Shelley Burkett
Print Name

Director, Purchasing

Senior Associate
Title

Date: 11/20/14

Date: 10/17/14



**AMENDMENT NO. 2 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1415086**

WITH

SOLIANT HEALTH, INCORPORATED

Independent Contractor Agreement No. ICA 1415086 with Capistrano Unified School District and Soliant Health Incorporated called for services to be rendered at the rates shown in the agreement.

The total cost of services requested by the District and provided by the Consultant under this Agreement shall not exceed \$155,000 annually for additional services requested by the District. This amount may be increased by mutual agreement of both parties by written amendment.

Except as set forth in this Amendment, and Board approved on September 10, 2014, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Soliant Health, Incorporated

By: _____
Signature

By: _____
Signature

Lynh N. Rust

Print Name

Executive Director, Contracts & Purchasing

Title

Date: _____

Date: _____

Exhibit A

CAPISTRANO UNIFIED SCHOOL DISTRICT

BID SUMMARY

BID NO. 1415-16
SHORECLIFFS MIDDLE SCHOOL
ROOF REPLACEMENT AND REPAINTING

Bid Opening: May 5, 2015, 2:00 p.m.
CUSD Education Center
Staff Development Room 2
33122 Valle Road
San Juan Capistrano, CA 92675

	CONTRACTOR	ATTENDED JOBWALK APRIL 20, 2015	BID
1	CTG Construction, Inc.	X	Total Price for Base Bid and Alternate #2 Price: \$2,310,000
			Total Price for Base Bid and Alternate #1 Price: \$2,305,000
2	GDL Best Contractors, Inc.	X	Total Price for Base Bid and Alternate #2 Price: No Bid
			Total Price for Base Bid and Alternate #1 Price: \$2,430,000
13	Letner Roofing Co.	X	Total Price for Base Bid and Alternate #2 Price: \$2,052,531
			Total Price for Base Bid and Alternate #1 Price: \$1,997,631

Exhibit B

SECTION 01 20 00

PRICE AND PAYMENT PROCEDURES

1. PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Contingency allowances.
- B. Schedule of Values.
- C. Application for Payment.
- D. Defect assessment.
- E. Non-payment for rejected work.
- F. Change procedures.
- G. Alternates.
- H. Unit prices.

1.2 CONTINGENCY ALLOWANCE:

- A. Include in the contract sum all contingency allowances stated herein.
- B. Costs included in contingency allowance: Cost of work to Contractor or subcontractor, less applicable trade discounts; delivery to site and applicable taxes; product handling, including unloading, uncrating, and storage; protection of products from damage; labor for installation and finishing; reasonable overhead and profit and other expenses required by work.
- C. Funds will be drawn from contingency allowance amount only by written authorization of Owner.
- D. At closeout of Contract, funds remaining in contingency allowance amount will be credited to Owner by Change Order.
- E. Whenever costs are more than contingency allowance amount, the Contract amount will be adjusted accordingly by Change order.
- F. Contractor Responsibilities:
 - 1. Assist Architect in selection of products and suppliers.
 - 2. Obtain proposals from suppliers and offer recommendations.
 - 3. On notification of selection by Owner, execute agreement with designated supplier.
 - 4. Arrange for and process shop drawings, product data, and samples. Arrange for delivery of product to site.
 - 5. Promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for damage.
- G. Contingency Allowance: A stipulated sum of \$100,000.00.

1.3 SCHEDULE OF VALUES

- A. Submit Schedule of Values for approval in duplicate within fourteen days after receipt of Notice to Proceed.

WLC/1323400

PRICE AND PAYMENT PROCEDURES 01 20 00

(1)

REV. 09/12

- B. Format: Submit typed schedule based upon the Table of Contents of this Project Manual. Identify each line item with number and title of the major specification Section.
- C. Include within each line item, a directly proportional amount of Contractor's overhead and profit.
- D. Revise schedule to list approved Change Orders, on continuation sheet, with each Application For Payment.

1.4 APPLICATIONS FOR PAYMENT

- A. Submit six copies of each application on AIA Form G702 - Application and Certificate for Payment and AIA Form G703 Continuation Sheet.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Payment Application Times: The date for each progress payment is indicated in the General Conditions of the Contract.
- D. Payment Application Periods: The period of construction covered by each application for payment is the period indicated in the General Conditions of the Contract.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents. Architect will return incomplete applications without action.
- F. Waiver of Stop Notices: With each application for payment, submit waivers of stop notices from subcontractors for construction period covered by previous application.
- G. Final Payment: As specified in the General Conditions of the Contract and in Section 01 77 00 - Closeout Procedures.
- H. Refer to the General Conditions of the Contract for additional payment provisions.

1.5 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of the Architect, it is not practical to remove and replace the Work, the Architect will direct one of the following remedies:
 - 1. The defective Work may remain, but the listed schedule of value will be adjusted to a new value at the discretion of the Architect.
 - 2. The defective Work will be partially repaired to the instructions and satisfaction of the Architect and the listed schedule of value will be adjusted to reflect a new value at the discretion of the Architect.

1.6 NON-PAYMENT FOR REJECTED WORK

- A. Payment will not be made for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined to be unacceptable before or after placement.
 - 3. Products not completely unloaded from the transporting vehicle.
 - 4. Products placed beyond the lines and levels of the required work.
 - 5. Products remaining on hand after completion of the work.
 - 6. Loading, hauling and disposing of rejected products.

1.7 CHANGE PROCEDURES

- A. The Architect will advise of minor changes in the Work not involving an adjustment to Contract Sum/Price or Contract Time as authorized by General Conditions on AIA Form G710 Architect's Supplemental Instructions.
- B. The Architect may issue a Proposal Request which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications. Proposal Requests are for information only and are not to be considered instructions to stop the work or to execute the proposed change. Contractor will prepare and submit a detailed estimate within 14 days.
- C. Any change in the Work which involves the adjustment to contract sum/price or contract time shall be properly certified by the Contractor as indicated in the General Conditions of the contract.
- D. The Contractor may propose a change by submitting a Change Order Request to the Architect, describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation.
- E. Stipulated Sum Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's Change Order Request as approved by Architect.
- F. Time and Material/Force Account Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in the General Conditions of the Contract.
- G. Maintain detailed records of work done on Time and Material/Force Account basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work as indicated in the General Conditions of the Contract.
- H. Construction Change Directive: Architect may issue a directive, signed by the Owner and Architect, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum or Contract Time. Promptly execute the change.
- I. Allowance Adjustment: Adjustment of allowance amounts shall be based upon a properly documented and detailed Change Order Request which substantiates distribution of allowance amounts and actual costs of work in place.
- J. Change Order Forms: AIA G701 Change Order.
- K. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the General Conditions of the Contract.
- L. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- M. Promptly revise progress schedules to reflect any changes in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change and resubmit.
- N. Promptly enter changes in Project Record Documents.

1.8 ALTERNATES

- A. An alternate is an amount proposed by the bidder and stated on the Bid Form for certain work defined herein that may be added to the Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
- B. The cost for each Alternate is the net addition to the Contract Sum to incorporate the Alternate into the Work.
- C. Include as part of each Alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not specifically mentioned as part of the Alternate.

- D. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at the Owner's option. Accepted Alternates will be identified in Owner-Contractor Agreement.
- E. Coordinate related work and modify surrounding work as required to integrate the Work of each Alternate.
- F. Execute accepted alternates under the same conditions as other work of this Contract.
- G. Schedule of Alternates:
 - 1. Alternate No. 1: Wash all split face CMU surfaces with domestic water and detergent.
 - 2. Alternate No. 2: Power wash all split face CMU surfaces and seal with Rain Guard Micro-Seal or equal.

1.9 UNIT PRICES

- A. A unit price is an amount proposed by the bidder and stated on the Bid Form as a price per unit of measurement for materials or services that will be added to or deducted from the Contract Sum by change order in the event the estimated quantities of work required by the Contract Documents are increased or decreased.
- B. Unit prices shall include all necessary material, overhead, profit and applicable taxes.
- C. The Owner reserves the right to reject the Contractor's measurement of work-in-place that involves use of established prices, and to have this work measured by an independent surveyor acceptable to the Contractor at the Owner's expense.
- D. Refer to individual specification sections for construction activities requiring the establishment of unit prices.
- E. Specification sections referenced in the Schedule of Unit Prices contain requirements for materials and methods described under each unit price.
- F. Schedule of Unit Prices:
 - 1. Section 05 31 23 - Steel Roof Decking
 - 2. Section 06 10 00 - Rough Carpentry

2. PART 2 PRODUCTS

Not Used

3. PART 3 EXECUTION

Not Used

END OF SECTION

XII. AGREEMENT

THIS AGREEMENT, dated the **28 day of May, 2015**, in the County of Orange, State of California, is by and between Capistrano Unified School District, (hereinafter referred to as "District"), and **Danny Letner, Incorporated, dba Letner Roofing Company**, (hereinafter referred to as "CONTRACTOR").

District and Contractor, for the consideration stated herein, agree as follows:

1. Contractor agrees to complete the Project known as **Bid No. 1415-16, Shorecliffs Middle School Roof Replacement and Repainting** according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Criminal Records Check Certification, Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Tobacco Use Policy, applicable Labor Compliance Laws, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.
2. Contractor shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. Contractor shall be liable to District for any damages arising as a result of a failure to fully comply with this obligation, and Contractor shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents Contractor from fully complying with the requirements of the Project Documents, and unless Contractor protests at the time of such alleged prevention that the act or omission is preventing Contractor from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with District within three (3) working days of the date of occurrence of the act or omission preventing Contractor from fully complying with the Project Documents.
3. The Contract Amount is the amount payable by the District to Contractor in exchange for the faithful performance of all of the terms. Conditions and provisions of this Agreement and of the documents incorporated herein and made a part hereof. The Contract Amount includes:

(1) Base Bid Price of **\$ 1,964,691**; and (2) Bid Alternate No. 2 (described in subsection 1.8(G) of Section 01 20 00 (Price and Payment Procedures) Price of **\$ 87,840**, for a total Contract Amount of **\$ 2,052,531**.

Additionally, the Agreement contains a District Contingency as described in paragraph 16 below.

4. The work shall be commenced on or before the **seventh (7th)** day after receiving District's Notice to Proceed, unless a different time is specified therein.

5. **Time is of the Essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that District will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, the sum of **one thousand dollars, (\$1,000.00)** for each calendar day of delay until work is completed and accepted. Time extensions may be granted by District as provided in Article 63 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 63 of the General Conditions.

6. Termination for Cause or Nonappropriation. In the event Contractor defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a nonappropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13

Termination for Convenience. District has discretion to terminate this Agreement at any time and require Contractor to cease all work on the Project by providing Contractor written notice of termination specifying the desired date of termination. Upon receipt of written notice from District of such termination for District's convenience, Contractor shall:

- (i) Cease operations as directed by District in the notice;
- (ii) Take any actions necessary, or that District may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for District's convenience, Contractor shall be entitled to receive payment from District for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, District shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

7. Contractor agrees to and does hereby indemnify and hold harmless District, its Governing Board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, upon or in connection with the work called for in this Agreement, except for liability resulting from the sole active negligence, or willful misconduct of District.

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of Contractor, or any person, firm, or corporation employed by Contractor, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off District property, if the liability arose due to the negligence or willful misconduct of anyone employed by Contractor, either directly or by independent contract,

Contractor, at Contractor's own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against District, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against District, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. Hold Harmless and Indemnification. To the fullest extent permitted by law, Contractor, at Contractor's sole cost and expense, agrees to fully defend, indemnify and hold harmless, District, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by Contractor or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with Contractor or individual entities comprising Contractor, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

(a) failure to comply with any applicable law, statute, code, ordinance regulation, permit or orders;

(b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by Contractor in connection therewith;

(c) any breach of duty, obligation or requirement under the Project Documents;

(d) any failure to coordinate the work of other contractors;

(e) any failure to provide notice to any party as required under the Project

Documents;

(f) any failure to act in such a manner as to protect District and the Project from loss, cost, expense or liability; or

(g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which District may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, District may in its sole discretion reserve, retain or apply any monies due to Contractor under the Project Documents for the purpose of resolving such claims; provided, however, that District may release such funds if Contractor provides District with reasonable assurance of protection of Districts interests. District shall in its sole discretion determine whether such assurances are reasonable.

9. Contractor shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. Contractor agrees to provide all evidences of coverage required by District including certificates of insurance and endorsements.

Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than **\$1,000,000.00**

and

Subject to the same limit for each person on account of one accident, in an amount not less than **\$1,000,000.00**

Property Damage Insurance in an amount not less than **\$1,000,000.00**

Course of Construction Insurance without exclusion or limitation in an amount not less than **\$1,000,000.00**

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

10. Public Contract Code Section 22300 permits the substitution of securities for any retention monies withheld by District to ensure performance under this Agreement. At the request and expense of Contractor, securities equivalent to the monies withheld shall be deposited with District, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to Contractor. District retains the sole discretion to approve the bank selected by Contractor to serve as escrow agent. Upon satisfactory completion of the Agreement, the securities shall be returned to Contractor. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, Contractor may request District to make payment of earned retention monies directly to the escrow agent at the expense of Contractor. Also at Contractor's expense, Contractor may direct investment of the payments into securities, and Contractor shall receive interest earned on such investment upon the same conditions as provided for securities deposited by Contractor. Upon satisfactory completion of the Agreement, Contractor shall receive from the escrow agent all securities, interest and payments received by escrow agent from District pursuant to the terms of Section 22300.

11. Contractor agrees that the work required to be performed by Contractor and each subcontractor on the Project shall be subject to the payment of general prevailing rates of per diem wages, as described in the Labor Code. District has opted to have the California Department of Industrial Relations (“DIR”) administer the Labor Compliance aspects of this Project. Contractor and each subcontractor on the Project agree to comply with all Labor Compliance Laws and to provide all required information and documentation to the DIR and any unit designated by the DIR to monitor and enforce such laws. All such laws and obligations are incorporated herein as if fully set forth.

12. If the Contractor or any Subcontractor performs Work on this Project at any time without being registered with the Department of Industrial Relations, the District has the right to cancel the Contract for cause. Contractor and the Subcontractors, of every Tier, shall be registered with the Department of Industrial Relations pursuant to Labor Code §§ 1725.5 and 1771.1 for the duration of time that Contractor is performing the Work under the Contract Documents. Contractor shall not enter into any subcontract without proof of the potential Subcontractor's registration. Neither Contractor, nor any Subcontractor, shall be qualified to submit a Bid/Proposal, or be listed in a Bid/Proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of Work under the Contract Documents unless currently registered and qualified to perform public work pursuant to Section Labor Code §1725.5.

13. If Contractor is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of _____, and that _____, whose title is _____, is authorized to act for and bind the corporation.

14. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

15. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Board of Trustees of District. This Agreement shall be governed by the laws of the State of California.

16. This Agreement has a District Contingency for the Project in the amount of \$100,000.00 for the sole and exclusive benefit and use of the District for the cost of work to contractor or subcontractor, less applicable trade discounts; delivery to site and applicable taxes; product handling, including unloading, uncrating and storage, protection of products from damage; labor for installation and finishing; reasonable overhead and profit and other expenses required by work (as described in subsection 1.2 of Section 01 20 00 (Price and Payment Procedures). If District determines to access the Contingency, the District will issue a change order adjusting the Contract Amount accordingly. Except to the extent that such adjustments are authorized, amounts included in District Contingency do not constitute a current or contingent liability of District to Contractor and do not constitute amounts that are payable to Contractor by District. At any point during performance of the Work, the District shall have the right to increase or decrease amount. All money remaining in the District Contingency upon Final Completion shall be returned to the District by way of deductive/credit change order. Unexpended funds in the District Contingency are not "money due or to become due to Contractor" nor as "money payable to Contractor or to any other person or entity under the terms of the Performance Bond or Payment Bond". The establishment of the District Contingency shall not, under any circumstances, be interpreted as an express or implied promise, representation or guarantee on the part of the District of the amount of potential changes or delay that could occur on the Project.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

District

CONTRACTOR

By: _____
Signature

By: _____
Signature

Lynh N. Rust
Print Name

Print Name

Exec. Director, Contracts & Purchasing
Title

Title

Contractor's License No.

Tax ID/Social Security No.

(CORPORATE SEAL OF
CONTRACTOR, if corporation)

Exhibit A

CAPISTRANO UNIFIED SCHOOL DISTRICT

BID SUMMARY

BID NO. 1415-19

LAS FLORES ELEMENTARY SCHOOL

NEW PORTABLE RESTROOM BUILDING AND ASSOCIATED SITE WORK

Bid Opening: Friday, May 1, 2015, 11:30 a.m.

CUSD Education Center

Staff Development Room 2

33122 Valle Road

San Juan Capistrano, CA 92675

	CONTRACTOR	ATTENDED JOBWALK APRIL 23, 2015	BID
1	Atom Engineering Construction, Inc.	X	\$197,398
2	G.A Dominguez	X	\$138,400
3	GDL Best Contractors, Inc.	X	\$327,000
4	R. Jensen Co., Inc.	X	\$240,000

EXHIBIT 18

XII. AGREEMENT

THIS AGREEMENT, dated the **28 day of May, 2015**, in the County of Orange, State of California, is by and between Capistrano Unified School District, (hereinafter referred to as "District"), and **G.A. Dominguez**, (hereinafter referred to as "CONTRACTOR").

District and Contractor, for the consideration stated herein, agree as follows:

1. Contractor agrees to complete the Project known as **Bid No. 1415-19, Las Flores Elementary School New Portable Restroom Building and Associated Site Work** according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Criminal Records Check Certification, Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Tobacco Use Policy, applicable Labor Compliance Laws, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.
2. Contractor shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. Contractor shall be liable to District for any damages arising as a result of a failure to fully comply with this obligation, and Contractor shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents Contractor from fully complying with the requirements of the Project Documents, and unless Contractor protests at the time of such alleged prevention that the act or omission is preventing Contractor from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with District within three (3) working days of the date of occurrence of the act or omission preventing Contractor from fully complying with the Project Documents.
3. District shall pay to Contractor, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum of **one hundred thirty-eight thousand four hundred** Dollars **(\$ 138,400)**.

4. The work shall be commenced on or before the **seventh (7th)** day after receiving District's Notice to Proceed.

5. **Time is of the Essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that District will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, the sum of **one thousand dollars, (\$1,000.00)** for each calendar day of delay until work is completed and accepted. Time extensions may be granted by District as provided in Article 63 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 63 of the General Conditions.

6. Termination for Cause or Nonappropriation. In the event Contractor defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a nonappropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13

Termination for Convenience. District has discretion to terminate this Agreement at any time and require Contractor to cease all work on the Project by providing Contractor written notice of termination specifying the desired date of termination. Upon receipt of written notice from District of such termination for District's convenience, Contractor shall:

- (i) Cease operations as directed by District in the notice;
- (ii) Take any actions necessary, or that District may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for District's convenience, Contractor shall be entitled to receive payment from District for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, District shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

7. Contractor agrees to and does hereby indemnify and hold harmless District, its Governing Board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, upon or in connection with the work called for in this Agreement, except for liability resulting from the sole active negligence, or willful misconduct of District.

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of Contractor, or any person, firm, or corporation employed by Contractor, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off District property, if the liability arose due to the negligence or willful misconduct of anyone employed by Contractor, either directly or by independent contract,

Contractor, at Contractor's own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against District, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against District, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. Hold Harmless and Indemnification. To the fullest extent permitted by law, Contractor, at Contractor's sole cost and expense, agrees to fully defend, indemnify and hold harmless, District, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by Contractor or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with Contractor or individual entities comprising Contractor, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by Contractor in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Project Documents;
- (f) any failure to act in such a manner as to protect District and the Project from loss, cost, expense or liability; or
- (g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which District may have under the law or

under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, District may in its sole discretion reserve, retain or apply any monies due to Contractor under the Project Documents for the purpose of resolving such claims; provided, however, that District may release such funds if Contractor provides District with reasonable assurance of protection of Districts interests. District shall in its sole discretion determine whether such assurances are reasonable.

9. Contractor shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. Contractor agrees to provide all evidences of coverage required by District including certificates of insurance and endorsements.

Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than **\$1,000,000.00**

and

Subject to the same limit for each person on account of one accident, in an amount not less than **\$1,000,000.00**

Property Damage Insurance in an amount not less than **\$1,000,000.00**

Course of Construction Insurance without exclusion or limitation in an amount not less than **\$1,000,000.00**

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

10. Public Contract Code Section 22300 permits the substitution of securities for any retention monies withheld by District to ensure performance under this Agreement. At the request and expense of Contractor, securities equivalent to the monies withheld shall be

deposited with District, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to Contractor. District retains the sole discretion to approve the bank selected by Contractor to serve as escrow agent. Upon satisfactory completion of the Agreement, the securities shall be returned to Contractor. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, Contractor may request District to make payment of earned retention monies directly to the escrow agent at the expense of Contractor. Also at Contractor's expense, Contractor may direct investment of the payments into securities, and Contractor shall receive interest earned on such investment upon the same conditions as provided for securities deposited by Contractor. Upon satisfactory completion of the Agreement, Contractor shall receive from the escrow agent all securities, interest and payments received by escrow agent from District pursuant to the terms of Section 22300.

11. Contractor agrees that the work required to be performed by Contractor and each subcontractor on the Project shall be subject to the payment of general prevailing rates of per diem wages, as described in the Labor Code. District has opted to have the California Department of Industrial Relations ("DIR") administer the Labor Compliance aspects of this Project. Contractor and each subcontractor on the Project agree to comply with all Labor Compliance Laws and to provide all required information and documentation to the DIR and any unit designated by the DIR to monitor and enforce such laws. All such laws and obligations are incorporated herein as if fully set forth.

12. If Contractor is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of _____, and that _____, whose title is _____, is authorized to act for and bind the corporation.

13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

District

CONTRACTOR

By: _____
Signature

By: _____
Signature

Lynh N. Rust
Print Name

Print Name

Exec. Director, Contracts & Purchasing
Title

Title

Contractor's License No.

Tax ID/Social Security No.

(CORPORATE SEAL OF
CONTRACTOR, if corporation)

Exhibit A

CAPISTRANO UNIFIED SCHOOL DISTRICT

BID SUMMARY

BID NO. 1415-20

DANA HILLS HIGH SCHOOL

NEW PORTABLE WRESTLING ROOM BUILDING, NEW PORTABLE RESTROOM BUILDING,
AND ASSOCIATED SITE WORK

Bid Opening: May 1, 2015, 10:00 a.m.
CUSD Education Center
Staff Development Room 2
33122 Valle Road
San Juan Capistrano, CA 92675

	CONTRACTOR	ATTENDED JOBWALK APRIL 24, 2015	BID
1	G.A. Dominguez	X	\$405,900
2	GDL Best Contractors, Inc.	X	**\$275,000
3	IBN Construction`	X	\$379,000
4	Marjiani Builders	X	\$387,000
5	R. Jensen Co., Inc.	X	\$308,000
6	Sanders Construction Services	X	\$349,000
7	Tobo Construction, Inc.	X	\$1,080,000

**withdraw of bid by contractor

XII. AGREEMENT

THIS AGREEMENT, dated the **28 day of May, 2015**, in the County of Orange, State of California, is by and between Capistrano Unified School District, (hereinafter referred to as "District"), and **R. Jensen Company, Incorporated**, (hereinafter referred to as "CONTRACTOR").

District and Contractor, for the consideration stated herein, agree as follows:

1. Contractor agrees to complete the Project known as **Bid No. 1415-20, Dana Hills High School New Portable Wrestling Room Building, New Portable Restroom Building and Associated Site Work** according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Criminal Records Check Certification, Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Tobacco Use Policy, applicable Labor Compliance Laws, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.
2. Contractor shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. Contractor shall be liable to District for any damages arising as a result of a failure to fully comply with this obligation, and Contractor shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents Contractor from fully complying with the requirements of the Project Documents, and unless Contractor protests at the time of such alleged prevention that the act or omission is preventing Contractor from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with District within three (3) working days of the date of occurrence of the act or omission preventing Contractor from fully complying with the Project Documents.
3. District shall pay to Contractor, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum of **three hundred eight thousand** Dollars (**\$ 308,000**).

4. The work shall be commenced on or before the **seventh (7th)** day after receiving District's Notice to Proceed.

5. **Time is of the Essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that District will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, the sum of **one thousand dollars, (\$1,000.00)** for each calendar day of delay until work is completed and accepted. Time extensions may be granted by District as provided in Article 63 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 63 of the General Conditions.

6. Termination for Cause or Nonappropriation. In the event Contractor defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a nonappropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13

Termination for Convenience. District has discretion to terminate this Agreement at any time and require Contractor to cease all work on the Project by providing Contractor written notice of termination specifying the desired date of termination. Upon receipt of written notice from District of such termination for District's convenience, Contractor shall:

- (i) Cease operations as directed by District in the notice;
- (ii) Take any actions necessary, or that District may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for District's convenience, Contractor shall be entitled to receive payment from District for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, District shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

7. Contractor agrees to and does hereby indemnify and hold harmless District, its Governing Board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, upon or in connection with the work called for in this Agreement, except for liability resulting from the sole active negligence, or willful misconduct of District.

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of Contractor, or any person, firm, or corporation employed by Contractor, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off District property, if the liability arose due to the negligence or willful misconduct of anyone employed by Contractor, either directly or by independent contract,

Contractor, at Contractor's own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against District, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against District, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. Hold Harmless and Indemnification. To the fullest extent permitted by law, Contractor, at Contractor's sole cost and expense, agrees to fully defend, indemnify and hold harmless, District, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by Contractor or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with Contractor or individual entities comprising Contractor, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by Contractor in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Project Documents;
- (f) any failure to act in such a manner as to protect District and the Project from loss, cost, expense or liability; or
- (g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which District may have under the law or under the Project Documents. In the event of any claim or demand made against any party

which is entitled to be indemnified hereunder, District may in its sole discretion reserve, retain or apply any monies due to Contractor under the Project Documents for the purpose of resolving such claims; provided, however, that District may release such funds if Contractor provides District with reasonable assurance of protection of Districts interests. District shall in its sole discretion determine whether such assurances are reasonable.

9. Contractor shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. Contractor agrees to provide all evidences of coverage required by District including certificates of insurance and endorsements.

Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than **\$1,000,000.00**

and

Subject to the same limit for each person on account of one accident, in an amount not less than **\$1,000,000.00**

Property Damage Insurance in an amount not less than **\$1,000,000.00**

Course of Construction Insurance without exclusion or limitation in an amount not less than **\$1,000,000.00**

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

10. Public Contract Code Section 22300 permits the substitution of securities for any retention monies withheld by District to ensure performance under this Agreement. At the request and expense of Contractor, securities equivalent to the monies withheld shall be deposited with District, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to Contractor. District retains the sole discretion to

approve the bank selected by Contractor to serve as escrow agent. Upon satisfactory completion of the Agreement, the securities shall be returned to Contractor. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, Contractor may request District to make payment of earned retention monies directly to the escrow agent at the expense of Contractor. Also at Contractor's expense, Contractor may direct investment of the payments into securities, and Contractor shall receive interest earned on such investment upon the same conditions as provided for securities deposited by Contractor. Upon satisfactory completion of the Agreement, Contractor shall receive from the escrow agent all securities, interest and payments received by escrow agent from District pursuant to the terms of Section 22300.

11. Contractor agrees that the work required to be performed by Contractor and each subcontractor on the Project shall be subject to the payment of general prevailing rates of per diem wages, as described in the Labor Code. District has opted to have the California Department of Industrial Relations ("DIR") administer the Labor Compliance aspects of this Project. Contractor and each subcontractor on the Project agree to comply with all Labor Compliance Laws and to provide all required information and documentation to the DIR and any unit designated by the DIR to monitor and enforce such laws. All such laws and obligations are incorporated herein as if fully set forth.

12. If Contractor is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of _____, and that _____, whose title is _____, is authorized to act for and bind the corporation.

13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

District

CONTRACTOR

By: _____
Signature

By: _____
Signature

Lynh N. Rust
Print Name

Print Name

Exec. Director, Contracts & Purchasing
Title

Title

Contractor's License No.

Tax ID/Social Security No.

(CORPORATE SEAL OF
CONTRACTOR, if corporation)

Exhibit A

CAPISTRANO UNIFIED SCHOOL DISTRICT

BID SUMMARY

BID NO. 1415-21

OXFORD PREPARATORY ACADEMY

NEW PORTABLE RESTROOM BUILDING AND ASSOCIATED SITE WORK

Bid Opening: Thursday, April 30, 2015, 11:00 a.m.

CUSD Education Center

Staff Development Room 2

33122 Valle Road

San Juan Capistrano, CA 92675

	CONTRACTOR	ATTENDED JOBWALK APRIL 22, 2015	BID
1	Atom Engineering Construction, Inc.	X	\$207,398
2	George A. Dominguez dba G.A. Dominguez	X	\$148,000
3	GDL Best Contractors, Inc.	X	\$222,000
4	JM & J Contractors	X	\$167,000
5	R. Jensen Co., Inc.	X	\$210,000

XII. AGREEMENT

THIS AGREEMENT, dated the **28 day of May, 2015**, in the County of Orange, State of California, is by and between Capistrano Unified School District, (hereinafter referred to as "District"), and **G.A. Dominguez**, (hereinafter referred to as "CONTRACTOR").

District and Contractor, for the consideration stated herein, agree as follows:

1. Contractor agrees to complete the Project known as **Bid No. 1415-21, Oxford Preparatory Academy New Portable Restroom Building and Associated Site Work** according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Criminal Records Check Certification, Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Tobacco Use Policy, applicable Labor Compliance Laws, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.
2. Contractor shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. Contractor shall be liable to District for any damages arising as a result of a failure to fully comply with this obligation, and Contractor shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents Contractor from fully complying with the requirements of the Project Documents, and unless Contractor protests at the time of such alleged prevention that the act or omission is preventing Contractor from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with District within three (3) working days of the date of occurrence of the act or omission preventing Contractor from fully complying with the Project Documents.
3. District shall pay to Contractor, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum of **one hundred forty-eight thousand** Dollars (**\$ 148,000**).

4. The work shall be commenced on or before the **seventh (7th)** day after receiving District's Notice to Proceed.

5. **Time is of the Essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that District will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, the sum of **one thousand dollars, (\$1,000.00)** for each calendar day of delay until work is completed and accepted. Time extensions may be granted by District as provided in Article 63 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 63 of the General Conditions.

6. Termination for Cause or Nonappropriation. In the event Contractor defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a nonappropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13

Termination for Convenience. District has discretion to terminate this Agreement at any time and require Contractor to cease all work on the Project by providing Contractor written notice of termination specifying the desired date of termination. Upon receipt of written notice from District of such termination for District's convenience, Contractor shall:

- (i) Cease operations as directed by District in the notice;
- (ii) Take any actions necessary, or that District may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for District's convenience, Contractor shall be entitled to receive payment from District for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, District shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

7. Contractor agrees to and does hereby indemnify and hold harmless District, its Governing Board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, upon or in connection with the work called for in this Agreement, except for liability resulting from the sole active negligence, or willful misconduct of District.

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of Contractor, or any person, firm, or corporation employed by Contractor, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off District property, if the liability arose due to the negligence or willful misconduct of anyone employed by Contractor, either directly or by independent contract,

Contractor, at Contractor's own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against District, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against District, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. Hold Harmless and Indemnification. To the fullest extent permitted by law, Contractor, at Contractor's sole cost and expense, agrees to fully defend, indemnify and hold harmless, District, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by Contractor or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with Contractor or individual entities comprising Contractor, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by Contractor in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Project Documents;
- (f) any failure to act in such a manner as to protect District and the Project from loss, cost, expense or liability; or
- (g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which District may have under the law or under the Project Documents. In the event of any claim or demand made against any party

which is entitled to be indemnified hereunder, District may in its sole discretion reserve, retain or apply any monies due to Contractor under the Project Documents for the purpose of resolving such claims; provided, however, that District may release such funds if Contractor provides District with reasonable assurance of protection of Districts interests. District shall in its sole discretion determine whether such assurances are reasonable.

9. Contractor shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. Contractor agrees to provide all evidences of coverage required by District including certificates of insurance and endorsements.

Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than **\$1,000,000.00**

and

Subject to the same limit for each person on account of one accident, in an amount not less than **\$1,000,000.00**

Property Damage Insurance in an amount not less than **\$1,000,000.00**

Course of Construction Insurance without exclusion or limitation in an amount not less than **\$1,000,000.00**

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

10. Public Contract Code Section 22300 permits the substitution of securities for any retention monies withheld by District to ensure performance under this Agreement. At the request and expense of Contractor, securities equivalent to the monies withheld shall be deposited with District, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to Contractor. District retains the sole discretion to

approve the bank selected by Contractor to serve as escrow agent. Upon satisfactory completion of the Agreement, the securities shall be returned to Contractor. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, Contractor may request District to make payment of earned retention monies directly to the escrow agent at the expense of Contractor. Also at Contractor's expense, Contractor may direct investment of the payments into securities, and Contractor shall receive interest earned on such investment upon the same conditions as provided for securities deposited by Contractor. Upon satisfactory completion of the Agreement, Contractor shall receive from the escrow agent all securities, interest and payments received by escrow agent from District pursuant to the terms of Section 22300.

11. Contractor agrees that the work required to be performed by Contractor and each subcontractor on the Project shall be subject to the payment of general prevailing rates of per diem wages, as described in the Labor Code. District has opted to have the California Department of Industrial Relations ("DIR") administer the Labor Compliance aspects of this Project. Contractor and each subcontractor on the Project agree to comply with all Labor Compliance Laws and to provide all required information and documentation to the DIR and any unit designated by the DIR to monitor and enforce such laws. All such laws and obligations are incorporated herein as if fully set forth.

12. If Contractor is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of _____, and that _____, whose title is _____, is authorized to act for and bind the corporation.

13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

District

CONTRACTOR

By: _____
Signature

By: _____
Signature

Lynh N. Rust
Print Name

Print Name

Exec. Director, Contracts & Purchasing
Title

Title

Contractor's License No.

Tax ID/Social Security No.

(CORPORATE SEAL OF
CONTRACTOR, if corporation)

1851 East First Street - Suite 1550
Santa Ana, California 92705-4067
voice 949.863.3363 - fax 949.863.3350
www.bwslaw.com

BURKE, WILLIAMS & SORENSEN, LLP

Retainer Agreement

1. Parties

Capistrano Unified School District ("District") hereby retains the services of Burke, Williams & Sorensen, LLP ("BWS") to provide legal services.

2. General Agreements

BWS will provide legal services to the District, such as in connection with all contracts, including mitigation agreements, and any other legal documents or agreements which are related to District's Community Facilities District, and will provide other legal services as directed.

BWS will keep the District informed of significant legal developments, and will promptly respond to District's inquiries and concerns.

The District agrees to cooperate with BWS, to keep BWS informed of all material information and developments, and to pay BWS's invoices in a timely manner.

3. Fees and Costs

BWS will charge discounted hourly rates of \$300 for senior partners, \$270 for partners, \$240 for associates, and \$140 for paralegals. In addition to legal fees, BWS also may incur various costs and expenses in performing legal services. The District agrees to reimburse BWS for costs advanced on District's behalf. These items may include, but are not limited to, court filing fees, messenger and other delivery fees, postage, black-and-white photocopying (@ 20¢ per page), color photocopying or printing (@ \$1 per page), outgoing facsimile transmissions (@ \$1 per page), parking (including at the BWS office), mileage (at the prevailing IRS rate), charges for computer-assisted legal research, and other similar items.

4. Billing

BWS will bill the District for legal services and costs on a monthly basis. The District agrees to pay all amounts due within 30 days. If payment is not made in a timely basis, interest at the rate of 10% per year will be charged on all outstanding amounts from the date of the invoice.

5. Insurance

Pursuant to Section 6148 of the *California Business and Professions Code*, BWS hereby informs the District that BWS carries errors-and-omissions insurance coverage applicable to the legal services to be rendered.

LA #4829-5252-8931 v2

BURKE, WILLIAMS & SORENSEN, LLP

6. Document Retention


Upon the termination of the attorney-client relationship, the District will be invited to retrieve its files from BWS within 45 days, or the District may direct BWS to forward the files to the District at the District's expense. After the 45-day period, BWS will, consistent with applicable rules of professional conduct, use its discretion as to the retention or destruction of all files, attorney work product, and materials that remain with BWS.

7. Termination

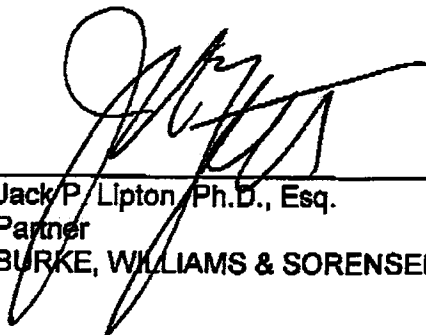
District may terminate this Agreement at any time and for any reason, but will be responsible for unpaid invoices.

In the exercise of BWS's sole discretion, and consistent with the professional rules of ethics, BWS reserves the right to withdraw from representing the District, and the District agrees to execute all documents reasonably necessary to complete BWS's withdrawal. Conduct which may cause BWS to withdraw includes, but is not limited to (a) the District's failure to timely pay BWS invoices; (b) the District's refusal to cooperate with BWS in a material matter; and (c) a fact or circumstance that would render continuing representation by BWS unlawful or unethical.

Date: May 5, 2015


Clark Hampton
Deputy Superintendent, Business and Support Services
Capistrano Unified School District

Date: May 5, 2015


Jack P. Lipton, Ph.D., Esq.
Partner
BURKE, WILLIAMS & SORENSEN, LLP

END-USER LICENSE AGREEMENT FOR EXPERIAN QAS SOFTWARE AND SERVICES

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single end user entity) ("you," "your," or "LICENSEE") and Experian Marketing Solutions, Inc. ("Experian QAS") with its principal place of business located at 125 Summer St Ste 1910, Boston MA 02110-1615, that provides the binding terms and conditions that apply to your use of the CorrectAddress(r), ISTWatch, ISTmedWatch, MerlinMerge, NCOALink & Advanced Address Services, and Email Validation services ("SERVICES"). The SERVICES includes the computer software, any data, and any documentation. Upon using the SERVICES, you agree to be bound by the terms of this EULA. If you do not agree to comply with and be bound by the terms of this EULA, you should not download and may not use SERVICES, and should promptly contact Experian QAS for instructions on a refund. Addendums 1-4 apply if the Services include DPV(tm), LACSLink(r), Point of Call Address Data, and/or NCOALink(r).

LICENSE

The SERVICES are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SERVICES are licensed, not sold.

1. **GRANT OF LICENSE.** This EULA grants you the following rights:

Services. The SERVICES are licensed for use by a single person or business entity only, and may not be sublicensed, redistributed, resold, transferred or shared with any third party.

2. **DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.**

Limitations on Reverse Engineering, Decompilation and Disassembly. You shall not reverse engineer, decompile, or disassemble the SERVICES, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

EXHIBIT 22

Rental. You may not rent or lease the SERVICES.

Software Transfer/Sale. You may not transfer, resell, repackage, redistribute, or otherwise incorporate the SERVICES into other applications or services that are transferred, sold or traded. You may not transfer or assign your rights under this EULA.

Termination. Without prejudice to any other rights, Experian QAS may terminate this EULA if you fail to comply with any of the terms and conditions of this EULA. In such event, your rights to use the Services shall terminate.

3. INTELLECTUAL PROPERTY: The LICENSEE acknowledges and agrees that Experian QAS (or its licensors) has and will retain all right, title, interest and ownership in and to the SERVICES. The LICENSEE acknowledges that the SERVICES constitute and/or contain proprietary information and trade secrets of Experian QAS, whether or not any portion thereof is or may be the subject of a valid copyright or patent, that the SERVICES and documentation form a valuable system, and that you shall keep and maintain all confidential information and associated know-how as secret and confidential, consistent with efficient use of the SERVICES by the LICENSEE. Accordingly, you agree that (i) you shall maintain all confidential information and data contained in the SERVICES or any portion thereof in strict confidence and shall not publish, communicate or disclose, or permit to be published, communicated or disclosed, to third parties such information and data without Experian QAS's prior written consent; (ii) you shall take all the same steps that you take with your own confidential information of like kind to ensure that persons having access to the SERVICES shall refrain from any unauthorized reproduction or disclosure of the SERVICES or any portion thereof and that all confidential information regarding the SERVICES is kept secret and confidential; (iii) you will only disclose such parts of the confidential information to those employees as is essential for the proper use of the SERVICES and further agree to ensure that each such employee is aware of the confidential nature of the information; (iv) LICENSEE shall be responsible for any breach of this Agreement by its employees and (v) any disclosure to a third party in violation of this Agreement shall be deemed to be a material breach of this Agreement.

4. COPYRIGHT. All title and copyrights in and to the SERVICES (including but not limited to any images, photographs, animations, video, audio, music, text and "applets," incorporated into the SERVICES), and the accompanying materials, are owned by Experian QAS or its suppliers. You may not copy the printed materials accompanying the SOFTWARE PRODUCT. All rights not specifically granted under this EULA are reserved by Experian QAS.

5. **FEE CREDITS.** You may from time to time purchase credits for access to the Services. You shall be able to use any credits for any Services that you purchase for a period of up to two (2) years following the date of your purchase of such credits. All credits shall be applied in the order purchased and any unused credits shall expire two (2) years following the applicable date of purchase.

6. **U.S. GOVERNMENT RESTRICTED RIGHTS.** The SERVICES and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 C.F.R 52.227-19, as applicable. Manufacturer is Experian Marketing Solutions, Inc., 125 Summer St Ste 1910, Boston MA 02110-1615.

7. **LIMITED WARRANTY**

(a) Experian QAS warrants that for a period of ninety (90) days from the date of original purchase, the SERVICES will conform to any description specified in the Documentation, subject to the SERVICES being used in accordance with this Agreement and the Documentation. If you notify Experian QAS that any SERVICES have failed to comply with this warranty, Experian QAS will (as your sole remedy in respect to such failure) as soon as reasonable, replace the relevant SERVICES with services which do comply.

(b) Because the SERVICES contain information provided to Experian QAS by other sources, Experian QAS cannot be an insurer or guarantor of the accuracy, completeness, or reliability of the Services.

(c) EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE, EXPERIAN QAS GRANTS NO OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES, THEIR FITNESS FOR A PARTICULAR PURPOSE, THEIR QUALITY OR THEIR MERCHANTABILITY. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY EXPERIAN QAS, ITS RESELLERS, AGENTS, OR EMPLOYEES SHALL CREATE A WARRANTY. Some states do not allow the exclusion or limitation of implied remedies, so the above exclusions and/or limitations may not apply to you.

(d) Experian QAS's entire liability and your exclusive remedy in connection with this EULA shall be, at Experian QAS's, option, to either (a) refund of the price paid less costs incurred by Experian QAS for administration, restocking, and/or other fees, or (b) repair or, replacement of the Software that does not meet Experian QAS's limited warranty and that is returned to Experian QAS with a dated proof of purchase.

8. **LIABILITY.** EXPERIAN QAS'S LIABILITY FOR ANY OR ALL LOSSES OR INJURIES FROM ANY ACTS OR OMISSIONS UNDER THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL NOT EXCEED THE AMOUNT PAID BY YOU TO EXPERIAN QAS UNDER THIS AGREEMENT FOR THE PARTICULAR LICENSED MATERIALS OR SERVICES WHICH ARE THE SUBJECT OF THE ALLEGED BREACH DURING THE TWELVE MONTH PERIOD PRECEDING THE ALLEGED BREACH.

IN NO EVENT SHALL EXPERIAN QAS BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR ANY OTHER PECUNIARY LOSS OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF YOUR USE OR INABILITY TO USE THE SERVICES OR WRITTEN MATERIALS, EVEN IF EXPERIAN QAS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL DAMAGES OR INCIDENTAL DAMAGES, SO THE ABOVE EXCLUSIONS AND/OR LIMITATIONS MAY NOT APPLY TO YOU.

9. **CHOICE OF LAW AND JURISDICTION.** This Agreement is governed by the internal laws of the State of New York without regard to any conflicts of law provisions. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severed from this Agreement and shall not affect the validity or enforceability of the remaining portions of this Agreement. This Agreement is the complete statement of the agreement and supersedes any other agreement, proposal or prior communication between us relating to the subject matter of this Agreement. If you have any questions regarding this Agreement, you may contact Experian QAS at the address set forth above.

ADDENDUM 1 TO END-USER LICENSE AGREEMENT

FOR THE DELIVERY POINT VALIDATION(tm) FEATURE FOR CorrectAddress(r) ("The Product")

1. Licensee acknowledges that the United States Postal Service(r) ("USPS(r)") has created a confidential and proprietary hash table referred to as the Delivery Point Validation(tm) (DPV(tm)) Product, designed to help mailers validate the accuracy of address data, and that Experian QAS has integrated DPV into its own developed applications, namely CorrectAddress, to confirm valid physical delivery points.

2. Licensee further acknowledges that

(a) the DPV Product and any subsequent revisions thereof that may be issued by the USPS and provided to Licensee by Experian QAS are confidential and proprietary property of the USPS.

(b) Experian QAS represents that the USPS is the sole owner of copyrights and other proprietary rights in and to the DPV Product, and that it will remain the sole owner in subsequent revisions thereof.

(c) any subsequent revisions thereof that may be issued by Experian QAS are confidential and the proprietary property of Experian QAS.

(d) Experian QAS represents that it is the sole owner of copyrights and other proprietary rights and that it will remain the sole owner in subsequent revisions thereof.

3. Experian QAS, as a non-exclusive Licensee of the United States Postal Service, grants to Licensee a single, non-exclusive, non-transferable License for use on one (1) computer.

4. The License Term shall be for a period of one (1) year, and solely within the scope and for the purpose described herein, and in accordance with the terms and conditions set forth in this Agreement.

5. The License will include Maintenance in the form of revised releases of the Product, email- and telephone-based technical support for the License Term. It is understood that revised releases of the product include address updates. The address updates are contingent upon Experian QAS's receipt of address updates from the USPS.

6. Each year the Licensee, at Experian QAS's sole discretion, shall have the option to extend the term of this Agreement for an additional year by payment to Experian QAS of the required annual license fee no less than thirty (30) days prior to the expiration of the License Term.

7. Licensee may not use Information obtained or derived from the USPS for any purpose inconsistent with this Agreement.

(a) Licensee agrees that it shall not use the USPS Products to artificially compile a list of delivery points not already in Licensee's possession or to create other derivative products based upon information received from or through the DPV technology.

(b) No proprietary Licensee address list(s) or service products or other system of records that contain address attributes updated through DPV processing shall be rented, sold, distributed, or otherwise provided in whole or in part to any third party for any purpose containing address attributes derived from DPV processing.

8. To detect conditions when address records appear to be the result of artificial manufacture and not legitimately obtained addresses, a seed table of artificially obtained addresses is provided by the USPS as a part of DPV. When the program detects an apparent artificial address, a "Stop DPV(tm) Processing" function is invoked and the product will cease providing further delivery point verification.

(a) Should Licensee encounter the Stop DPV Processing function, Experian QAS must be notified immediately. As required, Experian QAS will then report the incident including Licensee's name and address to the USPS. The USPS will typically allow functionality of the DPV to be restored for a first occurrence, but retains the right to suspend operation of this feature, without liability of any sort, when multiple incidents of artificial address detection occur.

9. The USPS requires that DPV data remain current and therefore provides regular updates. To ensure compliance, DPV includes stop processing code that will cause the functionality to cease when the DPV data has aged more than 105 days.

10. Experian QAS reserves the right to make any and all changes within the product as it deems necessary and/or as designated by the USPS in the design, function, reporting requirements, or other components.

11. **Limitation of Liability:**

OTHER THAN AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, EXPERIAN QAS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE WITH RESPECT TO DPV, NOR SHALL EXPERIAN QAS BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF IT HAS BEEN OR IS HEREAFTER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXPERIAN QAS SHALL NOT BE LIABLE FOR ANY DESIGN, PERFORMANCE OR OTHER FAULT OR INADEQUACY OF THE DELIVERY POINT VALIDATION FEATURE, OR FOR DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO OR CONNECTED WITH SUCH FAULT OR INADEQUACY. IN NO EVENT SHALL EXPERIAN QAS'S LIABILITY TO LICENSEE UNDER THIS AGREEMENT, IF ANY, EXCEED THE PRO RATA PORTION OF THE ANNUAL LICENSE

FEE BASED ON THE EFFECTIVE DATE OF CANCELLATION WITHIN THIRTY (30) CALENDAR DAYS OF THE DATE OF CANCELLATION.

12. Indemnity

(a) Experian QAS agrees to hold harmless, defend and indemnify Licensee for infringement of any U.S. copyright, trademark, or service mark in the material provided by Experian QAS to Licensee under this Agreement. The foregoing obligation shall not apply unless Experian QAS shall have been informed within ten (10) calendar days by Licensee of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof.

(b) Licensee agrees to hold harmless, defend, and indemnify Experian QAS and USPS for infringement of any U.S. patent, copyright, trademark, or service mark arising out of any modification to or development of applications, materials, and interfaces used by Licensee with the product under this Agreement. In addition, Licensee further agrees to hold harmless, defend and indemnify Experian QAS and USPS and its officers, agents, representatives, and employees from all claims, losses, damage, actions, causes of action, expenses, and/or liability resulting from, brought for, or on account of any injury or damage received or sustained by any person, persons or property growing out of, occurring, or attributable to any work performed under or related to this License, resulting in whole or in part from any breach of this Agreement or from the negligence or intentional misconduct, including any unauthorized disclosure or misuse of the Licensed Materials, including data derived from the product, by Licensee, or any employee, agent, or representative of Licensee.

(c) Experian QAS will use its best efforts to restore functionality of DPV to Licensee if a stop processing function is invoked, but in no case shall Experian QAS be held liable for any loss incurred as a result of the invocation of such stop processing function.

13. Confidentiality of the DPV Product and Customer Address Information

(a) Delivery Point Validation is confidential and proprietary to Experian QAS and the DPV data therein shall remain the property of USPS. Nothing contained in this Agreement shall give Licensee any right, title, or interest in or to DPV except as a Licensee under the terms of this Agreement.

(b) Licensee agrees to hold all information concerning Delivery Point Validation in trust, to disclose said information only in accordance with the provisions of this Agreement, to take all reasonable steps to safeguard the confidentiality of the product and any or all parts thereof and to prevent unauthorized disclosure thereof by Licensee's employees, agents, representatives, and customers.

(c) Unauthorized disclosure includes using the product for artificially creating address lists; providing DPV or any portion thereof to any third party for any purpose or under any conditions except as expressly authorized by this Agreement; or any other use of the product and/or the provided code, that is not specifically authorized by this Agreement.

14. Except as specifically amended by this Addendum, the License Agreement shall remain in full force and effect. This Addendum may not be altered, amended, or modified except by a written instrument signed by authorized representatives of Experian QAS and Licensee.

15. Termination

Experian QAS reserves the right to terminate this Addendum upon thirty (30) days written notice to Licensee prior to such termination, particularly if Licensee at any time during the term of this Agreement shall fail to comply with or fulfill any of the terms or conditions thereof. The notice shall state the reasons for the termination and may, but shall not be required to, provide Licensee with a period of thirty (30) calendar days to cure all defects and avoid termination. Said termination shall be without liability to Experian QAS.

16. Upon expiration or termination of this Agreement, Licensee's rights to use the Services shall terminate. Notwithstanding any such expiration or termination, Licensee shall remain obligated to abide by the confidentiality provisions of this Agreement, the License Agreement and all other provisions herein.

17. Licensee shall be bound by the Terms and Conditions contained in this Agreement, and hereby agrees to assume towards Experian QAS all of the duties, obligations and responsibilities that Experian QAS has assumed towards USPS, under its License Agreement with USPS.

18. Survival Obligations

Notwithstanding the expiration or termination of this Agreement, the obligation set forth in Sections 7, 11, 12, 13, 16 and 18 shall survive such expiration or termination.

ADDENDUM 2 TO END-USER LICENSE AGREEMENT

FOR THE LACSLINK FEATURE FOR CorrectAddress(r) ("The Product")

1. Licensee acknowledges that the United States Postal Service(r) ("USPS(r)") has created a confidential and proprietary system (referred to herein as the "LACSLink System" and further defined below) for providing changes to a location's delivery address. These changes could arise for several reasons, but most commonly arise from implementation of a 911 emergency system, which normally involves changing rural-style addresses to city-style addresses or in renaming or renumbering existing city-style addresses.

2. Licensee further acknowledges that
 - (a) the LACSLink Product and any subsequent revisions thereof that may be issued by the USPS are confidential and proprietary property of the USPS.

 - (b) Experian QAS has acquired a nonexclusive license from the USPS to develop an interface to the LACSLink Product, which is incorporated within the product to create a LACSLink System.

 - (c) Experian QAS represents that the USPS is the sole owner of copyrights and other proprietary rights in and to the LACSLink Product, and that it will remain the sole owner in subsequent revisions thereof.

 - (d) the product and any subsequent revisions thereof that may be issued by Experian QAS are confidential and the proprietary property of Experian QAS.

 - (e) Experian QAS represents that it is the sole owner of copyrights and other proprietary rights in and to the product, and that it will remain the sole owner in subsequent revisions thereof.

3. Experian QAS, as a non-exclusive Licensee of the United States Postal Service, grants to Licensee a single, non-exclusive, non-transferable License of the Product for use on one (1) computer.

4. The License Term shall be for a period of one (1) year, and solely within the scope and for the purpose described herein, and in accordance with the terms and conditions set forth in this Agreement.

5. The License will include Maintenance in the form of revised releases of the product, email- and telephone-based technical support for the License Term. It is understood that revised releases of the product include address updates. The address updates are contingent upon Experian QAS's receipt of address updates from the USPS.

6. Each year the Licensee, at Experian QAS's sole discretion, shall have the option to extend the term of this Agreement for an additional year by payment to Experian QAS of the required annual license fee no less than thirty (30) days prior to the expiration of the License Term.

7. Licensee may not use Information obtained or derived from the LACSLink feature for any purpose inconsistent with this Agreement.

(a) Licensee agrees that it shall not use the product to create or maintain any derivative products that incorporate data obtained from use of the LACSLink System.

(b) No proprietary Licensee address list(s) or service products or other system of records that contain address attributes updated through the LACSLink System shall be rented, sold, distributed, or otherwise provided in whole or in part to any third party for any purpose containing address attributes derived from LACSLink processing.

8. The USPS requires that LACSLink data remain current and therefore provides regular updates to Experian QAS, which shall be made available to Licensee.

9. Experian QAS reserves the right to make any and all changes within the product as it deems necessary and/or as designated by the USPS in the design, function, reporting requirements, or other components.

10. Limitation of Liability:

OTHER THAN AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, EXPERIAN QAS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE WITH RESPECT TO ADD-ON, NOR SHALL EXPERIAN QAS BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF IT HAS BEEN OR IS HEREAFTER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXPERIAN QAS SHALL NOT BE LIABLE FOR ANY DESIGN, PERFORMANCE OR OTHER FAULT OR INADEQUACY OF THE LACSLINK FEATURE, OR FOR DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO OR CONNECTED WITH SUCH FAULT OR INADEQUACY. IN NO EVENT SHALL EXPERIAN QAS'S LIABILITY TO LICENSEE UNDER THIS AGREEMENT, IF ANY, EXCEED THE PRO RATA PORTION OF THE ANNUAL LICENSE FEE BASED ON THE

EFFECTIVE DATE OF CANCELLATION WITHIN THIRTY (30) CALENDAR DAYS OF THE DATE OF CANCELLATION.

11. Indemnity

(a) Experian QAS agrees to hold harmless, defend and indemnify Licensee for infringement of any U.S. copyright, trademark, or service mark in the material provided by Experian QAS to Licensee under this Agreement. The foregoing obligation shall not apply unless Experian QAS shall have been informed within ten (10) calendar days by Licensee of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof.

(b) Licensee agrees to hold harmless, defend and indemnify Experian QAS and USPS for infringement of any U.S. patent, copyright, trademark, or service mark arising out of any modification to or development of applications, materials, and interfaces used by Licensee with the Product under this Agreement. In addition, Licensee further agrees to hold harmless, defend and indemnify Experian QAS and USPS and its officers, agents, representatives, and employees from all claims, losses, damage, actions, causes of action, expenses, and/or liability resulting from, brought for, or on account of any injury or damage received or sustained by any person, persons or property growing out of, occurring, or attributable to any work performed under or related to this License, resulting in whole or in part from any breach of this Agreement or from the negligence or intentional misconduct, including any unauthorized disclosure or misuse of the Licensed Materials, including data derived from the Product, by Licensee, or any employee, agent, or representative of Licensee.

12. Confidentiality of the LACSLink System and Customer Address Information

(a) LACSLink is confidential and proprietary to Experian QAS and the LACSLink data therein shall remain the property of USPS. Nothing contained in this Agreement shall give Licensee any right, title, or interest in or to the LACSLink feature except as a Licensee under the terms of this Agreement.

(b) Licensee agrees to hold all information concerning the LACSLink feature in trust, to disclose said information only in accordance with the provisions of this Agreement, to take all reasonable steps to safeguard the confidentiality of the product and any or all parts thereof and to prevent unauthorized disclosure thereof by Licensee's employees, agents, representatives, and customers.

(c) Unauthorized disclosure includes using LACSLink for artificially creating address lists; providing LACSLink or any portion thereof to any third party for any purpose or under any conditions except as expressly authorized by this Agreement; or any other use of the feature and/or the provided code, that is not specifically authorized by this Agreement.

13. Except as specifically amended by this Addendum, the End User License Agreement shall remain in full force and effect. This Addendum may not be altered, amended, or modified except by a written instrument signed by authorized representatives of Experian QAS and Licensee.

14. Termination

Experian QAS reserves the right to terminate this Addendum upon thirty (30) days written notice to Licensee prior to such termination, particularly if Licensee at any time during the term of this Agreement shall fail to comply with or fulfill any of the terms or conditions thereof. The notice shall state the reasons for the termination and may, but shall not be required to, provide Licensee with a period of thirty (30) calendar days to cure all defects and avoid termination. Said termination shall be without liability to Experian QAS.

15. Upon expiration or termination of this Agreement, Licensee's rights to use the Services shall terminate. Notwithstanding any such expiration or termination, Licensee shall remain obligated to abide by the confidentiality provisions of this Agreement, the License Agreement and all other provisions herein.

16. Licensee shall be bound by the Terms and Conditions contained in this Agreement, and hereby agrees to assume towards Experian QAS all of the duties, obligations and responsibilities that Experian QAS has assumed towards USPS, under its License Agreement with USPS.

17. Survival Obligations

Notwithstanding the expiration or termination of this Agreement, the obligation set forth in Sections 7, 10, 11, 12, 15 and 17 shall survive such expiration or termination.

ADDENDUM 3 TO THE END-USER LICENSE AGREEMENT

FOR THE POINT OF CALL ADDRESS DATA FOR CORRECTADDRESS(r)

Definitions

"Point of Call Address Data" means the Canada Post database created and owned by Canada Post and incorporated into the CorrectAddress service (the "CorrectAddress Service") in Experian QAS' proprietary format.

"Statement of Accuracy" means a statement generated by the CorrectAddress Service that has been recognized by Canada Post as meeting Canada Post's address accuracy standards, that determines the percentage of correctly addressed items, when compared against Canada Post's current Canada Post data file, for mail to be deposited for delivery with Canada Post.

1. License

Experian QAS holds a non-exclusive license from Canada Post which authorizes it to incorporate the Point of Call Address Data into its CorrectAddress Service and sub-license the CorrectAddress Service. In return for the fees paid by Licensee for the use of the CorrectAddress Service and Point of Call Address Data, Experian QAS grants Licensee a personal, non-exclusive, non-transferable license to use the Point of Call Address Data in conjunction with the CorrectAddress Service subject to the terms of this EULA.

2. Term

This EULA commences upon download of the Point of Call Address Data and continues until the license for CorrectAddress Service and/or Point of Call Address Data is terminated.

3. Trademarks

Postal Code is an official mark of Canada Post Corporation.

This EULA does not grant or imply any grant of a license to use any trademark owned by Canada Post or Experian QAS.

Licensee shall not remove any proprietary notices (including, but not limited to trademarks or official marks of Canada Post and Experian QAS) placed on the CorrectAddress Service or reports generated through the use of the Point of Call Address Data and/or CorrectAddress Service.

4. Restrictions on use of Point of Call Address Data

4.1 Licensee may not use the Point of Call Address Data in a call centre, for on-line purchases, as a component of any interactive voice response application, or for any other interactive application where individual addresses are validated and corrected.

4.2 Licensee may only use the Point of Call Address Data for the purposes of:

- a. validating and correcting mailing addresses, and
- b. addressing mail for delivery by Canada Post and producing corresponding Statements of Accuracy only for the purposes of providing the same to Canada Post in relation to such addressed mail when it is deposited with Canada Post for delivery.

4.3 For addressing mail covered by a valid Statement of Accuracy, the most current data is to be used in the production of the Statement of Accuracy. Use of data that is not current at the time a Statement of Accuracy is created is strictly prohibited.

5. Warranty

The Point of Call Data is licensed "as is".

6. Liability and Indemnification

Neither Experian QAS nor Canada Post shall be liable for any damage or loss that Licensee may suffer or incur as a result of use of any of the Point of Call Address Data whether resulting from a defect or error in any of the Point of Call Address Data or otherwise. Without limiting the generality of the preceding sentence, Licensee agrees that neither Experian QAS nor Canada Post shall be liable to Licensee for any damage to data or programs, or any claims for any direct damages or for any special, incidental or consequential damages (including, but not limited to, loss of profit, revenues, and savings) even if Canada Post knew or should have known of the possibility of such damages. Licensee shall indemnify Experian QAS and Canada Post with respect to all such matters.

ADDENDUM 4 TO THE END-USER LICENSE AGREEMENT

FOR THE NCOALink(r) Product

1. Licensee acknowledges that it will be required to sign a waiver releasing Experian QAS from the USPS(r) requirement to complete the NCOALink service within seven (7) calendar days (see attached).
2. Licensee acknowledges that it will be required to fill out and sign the USPS required NCOALink Process Acknowledgement Form (PAF) which authorizes Experian QAS to process the Licensee's data through the NCOALink service. This form is effective for twelve (12) months and should not be signed until the Licensee is ready to start the NCOALink cleansing process.
3. Licensee acknowledges that in order for its mailing list to be compliant with the USPS(r) Move Update Standard, the mailing list returned by Experian QAS to the Licensee after NCOALink(r) processing, may not be altered by adding any mailing address records to this list.

PROPRIETARY INFORMATION AGREEMENT
(Mutual Disclosure of Information)

This Proprietary Information Agreement ("Agreement") is entered into effective as of this 28th day of May, 2015 (the "Effective Date"), by and between Experian Marketing Solutions, Inc., a Delaware corporation, with a place of business at 125 Summer St Ste 1910, Boston MA 02110-1615 and Capistrano Unified School District, a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California corporation with a place of business at 33122 Valle Road, San Juan Capistrano, CA 92675.

WHEREAS, the parties are discussing address verification and monitoring other related student attendance factors (the "Proposed Transaction") and said discussions necessitate an exchange of information considered confidential and proprietary by each of them.

NOW, THEREFORE, the parties hereby agree as follows:

1. "Proprietary Information" means all information, including, but not limited to, proprietary, technical, developmental, operating, financial, performance, cost, know-how, process and prospect information, and all samples, models and prototypes containing or disclosing such information. The term "Proprietary Information" shall also include (i) the fact that Proprietary Information was made available, all discussions regarding the Proposed Transaction and any of the terms, conditions or other facts related to the Proposed Transaction and (ii) all notes, analyses, compilations, studies and other documents which contain, reflect or are based upon Proprietary Information.
2. The recipient of Proprietary Information disclosed under this Agreement (the "Receiving Party") shall (i) treat such information with the same degree of care (provided that such is at least a reasonable degree of care) to avoid disclosure to third parties as it normally uses to protect its own confidential or proprietary information; and (ii) use the Proprietary Information only for the purposes of evaluating the Proposed Transaction, unless otherwise agreed to in writing by the party disclosing the Proprietary Information (the "Disclosing Party").

Without limiting the generality of the foregoing:

- (a) The Receiving Party shall disclose Proprietary Information only to those of the Receiving Party's employees, directors, representatives, advisors and agents who need access to such Proprietary Information for the purpose of evaluating the Proposed Transaction and to no one else;
 - (b) The Receiving Party shall assure that all persons who receive any of the Proprietary Information from it will abide by the terms and conditions of this Agreement as if such persons were parties hereto; and
 - (c) The Receiving Party acknowledges that any unauthorized disclosure or use of any Proprietary Information shall be considered a material breach of this Agreement and may result in irreparable harm to the Disclosing Party. In addition to the right to recover monetary damages for such a breach, the Disclosing Party shall have the right to seek injunctive relief from a court of competent jurisdiction.
3. There shall be no liability for breach of the restrictions contained in Section 2 on use and disclosure of Proprietary Information to the extent:
 - (a) such information was already in the public domain or became publicly available through no breach of this Agreement by the Receiving Party;
 - (b) such information was rightfully in the Receiving Party's possession without obligation of confidence prior to receipt from the Disclosing Party or if the Receiving Party lawfully obtained said information from a third party who was under no obligation of confidence;

- (c) such information was independently developed by employees of the Receiving Party without use of the Disclosing Party's Proprietary Information;
- (d) such information is required to be disclosed by the Receiving Party to comply with a judicial order or decree, or to comply with applicable law; provided, however, that the Receiving Party agrees to give prior written notice of such disclosure to the Disclosing Party and to take any reasonable and lawful actions available to it to avoid and/or minimize the extent of such disclosure; or
- (e) such information is disclosed with the prior written consent of the Disclosing Party.

4. This Agreement shall be effective as of the Effective Date and may be terminated by either party upon thirty (30) days' prior written notice to the other party. In any event, this Agreement shall automatically terminate two (2) years after the Effective Date. The confidentiality and use restrictions with respect to Proprietary Information disclosed prior to termination shall survive for a period of two (2) years after the termination.

5. Upon any termination of this Agreement in accordance with its terms, each party will, within a reasonable period of time after receipt of written request from the other party hereto, return or destroy all Proprietary Information and copies thereof received from the other party under this Agreement and destroy all other Proprietary Information based thereon, except a single archival copy of all Proprietary Information may be retained by the Receiving Party's legal department for dispute resolution purposes only.

6. The Receiving Party acknowledges and understands that no warranties of any kind are given by the Disclosing Party with respect to the accuracy or completeness of the Proprietary Information.

7. Proprietary Information shall remain the sole and exclusive property of the Disclosing Party. Nothing in this Agreement shall be construed as granting to the Receiving Party any right, title or interest in or to any patent, trademark, license, copyright or other right of the Disclosing Party.

8. Nothing in this Agreement shall be deemed to create, either express or implied, the power in either party to bind the other. Neither party shall be bound by the actions of the other, be liable for the debts of the other, or have a right to share in the profits of the other. This Agreement is not intended to be a joint venture, partnership or other formal business organization, and neither party is under any obligation to enter into any further agreement with the other party. No binding legal obligation among the parties shall arise with respect to the Proposed Transaction unless and until the parties enter into duly negotiated and fully executed definitive documents covering the Proposed Transaction which shall be in form and content satisfactory to all parties.

9. This Agreement shall not be construed in any manner to be an obligation to enter into any definitive agreement or to result in any claim whatsoever by one party against the other for reimbursement of cost for any efforts expended with respect to the Proposed Transaction.

10. Except as specifically set forth herein, this Agreement does not: (i) restrict either party from developing new products, improving existing products, or marketing any new, improved or existing products; or (ii) commit either party to disclose any particular information, or to develop, make, use, buy, sell, or otherwise dispose of any existing or future products, or to favor or recommend any product or service of the other.

11. No waiver of any provision of this Agreement, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other provision hereof, nor shall such waiver constitute a waiver in any other instance. No waiver shall be binding unless executed in writing by the party making the waiver.

12. Each party represents that it has the right to disclose its Proprietary Information in furtherance of the purpose set forth above without violating any agreement with or right of any other person. Proprietary Information may include information of a third party provided that the third party has authorized such disclosure.

13. Each party shall comply with all applicable federal, state and local laws, regulations, rules, ordinances and decisions in its disclosure and use of Proprietary Information pursuant to this Agreement.

14. This Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their respective successors and assigns. This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party. Any attempted assignment without such prior written consent shall be void and unenforceable. Notwithstanding the foregoing, either party, without the prior written approval of the other party, may assign its rights and obligations hereunder to a successor in ownership of substantially all of the assets of its business, provided that the successor expressly assumes in writing the performance of the terms and conditions of this Agreement.

15. This Agreement is the only agreement between the parties concerning the Proprietary Information and it supersedes and replaces any and all existing agreements, written, oral or otherwise, concerning the disclosure of Proprietary Information.

16. If any provision of this Agreement is declared invalid by any arbitration or court of competent jurisdiction, applicable statute or rule of law, then such provision shall be deemed automatically adjusted to the minimum extent necessary to conform to the requirements for validity as declared at such time and, as so adjusted, shall be deemed a provision of this Agreement as though originally included herein. In the event that the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Agreement as though such provision had never been included herein. In either case, the remaining provisions of this Agreement shall be interpreted so as to best reasonably effect the original intent of the parties.

17. No modification to this Agreement shall be binding on either party unless such modification is in writing and signed by an authorized representative of each of the parties.

18. All notices or other communications contemplated by this Agreement shall be in writing and shall be deemed properly delivered when (i) delivered personally or (ii) mailed by registered or certified mail, postage prepaid, return receipt requested to the address of the other party set forth in the first paragraph of this Agreement or such alternative address as either party may communicate to the other from time to time in accordance with this Section 18.

19. This Agreement shall be governed by and interpreted according to the laws of the State of Illinois. Any disputes arising hereunder between the parties shall be resolved by and jurisdiction shall be exclusively in the courts of the State of Illinois. Venue shall be exclusively in the County of Cook, Illinois.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the Effective Date.

Experian Marketing Solutions, Inc.

Capistrano Unified School District

Print Company Name

By: _____
Signature (Duly Authorized Representative Only)

By: _____
Signature (Duly Authorized Representative Only)

Name: _____
Print

Name: Michelle Le Patner
Print

Title: _____

Title: Assistant Superintendent, Educational Services

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 27, 2015
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. Andersen, Amy	Inst Asst-Sp Ed	Voluntary	10/09/2014	06/19/2015
2. Azarafza, Shahzad	IF-Sp Ed	Voluntary	11/05/2014	06/19/2015
3. Ballard, Daniela	Student Supvr	Voluntary	09/04/2014	05/15/2015
4. Becker, Paul	IF-Sp Ed	Voluntary	03/18/2003	06/19/2015
5. Borst, Wendy	Student Supvr	Voluntary	09/04/2014	06/19/2015
6. Brehmer, Nicole	IF-Sp Ed	Voluntary	10/10/2013	09/04/2014
7. Bulloch, David	IF-Sp Ed	Voluntary	12/17/2012	06/19/2015
8. Cintas, Sylvia	HS Office Mgr	Retirement	02/23/1983	06/26/2015
9. Danaher, Darlene	IF-Sp Ed	Personal	09/01/2014	09/14/2014
10. De Armas, Sharon	Supvr IV, Safety and Training	Retirement	09/01/1998	08/07/2015
11. Doston Rice, Robin	Inst Asst-Science	Voluntary	03/16/2015	06/19/2015
12. Doyer, Daniel	IF-Sp Ed	Voluntary	10/09/2014	06/19/2015
13. Dunkley, Michelle	Inst Asst-Sp Ed	Voluntary	02/23/2015	06/19/2015
14. Glesener, Patricia	Presch Site Facilitator	Retirement	10/04/2000	06/22/2015
15. Gottschalk, Patricia	FS Elem Cashier	Voluntary	11/25/2003	05/06/2015
16. Hartwell, Brian	Sch Bus Driver	Retirement	12/06/1983	06/19/2015
17. Hodges, Cynthia	Inst Asst-Presch	Voluntary	10/19/2011	06/19/2015
18. Hogan, Ashley	Inst Asst-Sp Ed	Voluntary	11/05/2014	06/19/2015
19. Honey, Nancy	Sch Bus Driver	Retirement	09/04/1985	05/21/2015
20. Johnson, Jennifer	Academic Advisor	Voluntary	07/25/2005	06/30/2015
21. Kuppinger, Jennifer	Student Supvr	Voluntary	10/10/2013	05/27/2015
22. Lage, Sheryl	Student Supvr	Voluntary	04/15/2014	01/09/2015
23. Leahy, Christina	Mental Health and Behavior Support Spec	Voluntary	10/13/2010	06/19/2015
24. Lee, Nancy	Presch Teacher	Retirement	11/27/2000	06/22/2015
25. Mannaert, Jacob	Transp Inventory Storekeeper	Other Employment	02/27/2014	05/20/2015
26. Marquez, Maria	FS Worker	Voluntary	08/25/2004	06/19/2015
27. Mc Clure, Julie	Student Supvr	Voluntary	12/11/2012	06/19/2015
28. Mc Ewen, Leilani	Student Supvr	Voluntary	01/24/2013	06/19/2015
29. Minaya, Brenda	Inst Asst-Computer Lab	Retirement	02/06/2006	05/20/2015
30. Monzon, Alessandra	Inst Asst-Sp Ed	Voluntary	11/10/2014	06/19/2015
31. Nemeth, Nancy	IF-Sp Ed	Retirement	01/10/2001	07/28/2015
32. Newell, Angel	Elem Sch Clerk	Retirement	10/09/2002	06/26/2015
33. Patel, Niyati	Inst Asst-Sp Ed	Other Employment	11/05/2014	04/10/2015
34. Peay, Deborah	Inst Asst Noon Aide	Retirement	09/06/1990	06/19/2015

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 27, 2015
Classified Employees

ACCEPT RESIGNATIONS/TERMINATIONS (Cont.)

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
35. Perez, Aleida	BIngl Comm Svcs Liaison	Voluntary	03/21/2011	06/19/2015
36. Rawlings, Kelley	Inst Asst-Sp Ed	Voluntary	09/22/2008	06/19/2015
37. Saffin, Patricia	Literacy Intervention Spec	Relocation	11/13/2014	05/29/2015
38. Sebek, Kathy	Student Supvr	Voluntary	09/05/2012	06/19/2015
39. Tucker, Phyllis	FS Worker	Retirement	08/22/2005	06/19/2015
40. Wheelan, Christina	Inst Asst-Sp Ed	Voluntary	10/09/1995	06/19/2015
41. Whelan, Laureen	MS Campus Supvr	Voluntary	08/24/2005	05/11/2015
42. Williams, Shaina	LVN	Voluntary	11/19/2014	06/19/2015
43. Wilsman, Gail	IF-Sp Ed	Relocation	01/26/2015	05/13/2015

APPROVE EMPLOYMENT

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
44. Teichman, Teresa	Mgr IV, Board Office Operations (12mo/40hpw)	MGMT \$71,383 yr	R46-1	06/08/2015

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
45. Cabral, Juan	FS Worker (9.5mo/15hpw)	\$12.14 hr	R14-1	05/28/2015
46. Hasin, Sharmaine	Student Supvr (9.5mo/10hpw)	\$10.00 hr		05/28/2015
47. Nguyen, Wendy	FS Worker (9.5mo/15hpw)	\$12.14 hr	R14-1	05/28/2015
48. Rehnart, Amy	Student Supvr (9.5mo/15hpw)	\$10.00 hr		05/28/2015

<u>Name</u>	<u>Recall from Layoff</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
49. Torres, Alejandra	Int Office Asst (12mo/40hpw)	\$3,700.45 mo	R25-10	05/28/2015

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 27, 2015
Classified Employees

APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
50. Ansueto, Joaquin	Custodian	\$16.33 hr	R26-1	05/28/2015
51. Doyer, Daniel	IF-Sp Ed	\$14.79 hr	R22-1	05/28/2015
52. Fauchard, Evelyne	Student Supvr	\$10.00 hr		05/28/2015
53. Gatto, Eleonora	Student Supvr	\$10.00 hr		05/28/2015
54. Gottschalk, Patricia	FS Elem Cashier	\$12.76 hr	R16-1	05/28/2015
55. Hogan, Ashley	IF-Sp Ed	\$14.79 hr	R22-1	05/28/2015
56. Kuppinger, Jennifer	Student Supvr	\$10.00 hr		05/28/2015
57. Lage, Sheryl	Student Supvr	\$10.00 hr		05/28/2015
58. Lapine, Linda	Clerk	\$15.16 hr	R23-1	05/28/2015
	Int Office Asst	\$15.93 hr	R25-1	
59. Marron, Kevin	Custodian	\$16.33 hr	R26-1	05/28/2015
60. Meilak, Dorothy	Student Supvr	\$10.00 hr		05/28/2015
61. Pontius, Shannon	Student Supvr	\$10.00 hr		05/28/2015
62. Wallin, Heather	Student Supvr	\$10.00 hr		05/28/2015
63. Whelan, Laureen	MS Campus Supvr	\$15.16 hr	R23-1	05/28/2015

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
64. Avilla-Rojo, Miguel	Student Worker	\$9.00 hr	05/05/2015- 06/30/2015
65. Bullard, Shelli	Student Worker	\$9.00 hr	05/05/2015- 06/30/2015
66. Carrasco, America	Student Worker	\$9.00 hr	04/20/2015- 06/30/2015
67. De La Riva, Austin	Student Worker	\$9.00 hr	04/22/2015- 06/30/2015
68. Farrell, Donovan	Student Worker	\$9.00 hr	04/28/2015- 06/30/2015
69. Hawkins, Zachary	Student Worker	\$9.00 hr	04/28/2015- 06/30/2015
70. Paris, Lisa	Sch Bus Driver	\$9.00 hr	02/09/2014- 02/12/2014
71. Riker, Carl	Student Worker	\$9.00 hr	04/20/2015- 06/30/2015
72. Sadek, Brittany	Student Worker	\$9.00 hr	04/28/2015- 06/30/2015
73. Siliezar, Jasmin	Student Worker	\$9.00 hr	04/20/2015- 06/30/2015

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 27, 2015
Classified Employees

APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
74. Sweeting, Zachary	Student Worker	\$9.00 hr	04/28/2015-06/30/2015
75. Tate-Johnson, Taylor	Student Worker	\$9.00 hr	04/15/2015-06/30/2015
76. Vaswani, Jason	Student Worker	\$9.00 hr	05/05/2015-06/30/2015

APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
77. Krause, Wade	Football, JV (Asst)	Dana Hills HS	\$ 3,500.00	08/03/2015-11/06/2015
78. Portillo, Danny	Cross Country, Boys' (Head)	Capistrano Valley HS	\$ 3,301.00	08/25/2015-11/01/2015
79. Saenz, Derek	Volleyball, Boys' Frosh/Soph	Capistrano Valley HS	\$ 2,200.00	04/01/2015-05/10/2015
80. Smith, Camille	Volleyball, Boys' Varsity (Asst)	Capistrano Valley HS	\$ 2,641.00	02/28/2015-05/06/2015

APPROVE CIF CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
81. Dollar, Thomas	Swimming, Boys' Varsity (Head)	San Clemente HS	\$ 330.10	05/09/2015
82. Malcolm, William	Softball, Varsity (Head)	San Clemente HS	\$ 352.10	05/15/2015

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
83. Gomez, Noe	Marching Band	Aliso Niguel HS	\$ 2,500.00	08/01/2015-12/01/2015
84. King, Preston	Football, (Asst)	Tesoro HS	\$ 2,000.00	04/29/2015-06/13/2015

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 27, 2015
Classified Employees

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
85. Spector, Delaney	Cheer Coach	Dana Hills HS	\$ 15,000.00	08/01/2015- 05/31/2016
86. Story, Mike	Tennis, Boys' Varsity (Head)	Dana Hills HS	\$ 3,301.00	02/14/2015- 05/06/2015
87. Stuart, Cris	Drama Coach	Tesoro HS	\$ 3,000.00	03/01/2015- 06/19/2015
88. White, David	Track, (Asst)	San Juan Hills HS	\$ 2,500.00	03/01/2015- 05/31/2015

APPROVE EMPLOYMENT PENDING CLEARANCES

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
89. Brubaker, Jessie	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	05/28/2015
90. Cancinos, Silvia	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	05/28/2015
91. Hubbard, Beth	IF-Sp Ed (9.5mo/35hpw)	\$14.79 hr	R22-1	05/28/2015
92. Ngo, Bangtam	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	05/28/2015
93. Rios, Emily	IF-Sp Ed (9.5mo/35hpw)	\$14.79 hr	R22-1	05/28/2015
94. Schickling, Brianna	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	05/28/2015

APPROVE PROMOTION

<u>Name</u>	<u>Former Position</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
95. Mora, Ruben	Custodian I (12mo/40hpw)	Maintenance Storekeeper (Temp/40hpw)	R33-6	03/23/2015- 04/29/2015
96. Thienngern, Todd	Tech Support Spec IV (12mo/40hpw)	Tech Support Spec Lead (12mo/40hpw)	R55-4	05/28/2015
97. West, Rebecca	Sr Staff Secretary (12mo/40hpw)	Executive Secretay (Temp/40hpw)	CONF R25-10	02/26/2015

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 27, 2015
Classified Employees

APPROVE REASSIGNMENTS

<u>Name</u>	<u>Former Position</u>	<u>Reassignment</u>	<u>Range Step</u>	<u>Effective Date</u>
98. Dawson, Jacqueline	FS Elem Cashier (9.5mo/15hpw)	FS Worker (9.5mo/25hpw)	R14-4	05/28/2015

APPROVE ASSIGNMENT ADJUSTMENTS

<u>Name</u>	<u>Former Position</u>	<u>Assignment Adjustment</u>	<u>Range Step</u>	<u>Effective Date</u>
99. Liegler, Hilary	IF-Sp Ed (9.5mo/25hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-4	05/28/2015
100. Lindroth, Ryan	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/32.5hpw)	R22-2	08/17/2015

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date</u>
101. Cassarrubias-Quinn	BIngl Clerk TAA NTE 40 hrs (Process bus pass applications)	R25-10	06/22/2015- 06/30/2015

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
102. Bailey-Hoerle, Colleen	IF-Sp Ed TAA NTE .6 hrs (Supervise student due to shelter in place)	03/04/2015
103. Barnes, Justin	Theater Tech TAA NTE 80 hrs (Provide support for rental agreement events)	07/01/2015- 08/10/2015
104. Beck, Mary	IF-Sp Ed TAA NTE .6 hrs (Supervise student due to shelter in place)	03/04/2015
105. Belardes-Jennings, Kerrel	IF-Sp Ed TAA NTE .75 hrs (Supervise student due to shelter in place)	03/04/2015
106. Bridges, Ivy	IF-Sp Ed TAA NTE 1 hr (Supervise student due to shelter in place)	03/04/2015
107. Broadhead, Anna	IF-Sp Ed TAA NTE .75 hrs (Supervise student due to shelter in place)	03/04/2015
108. Christman, Lorie	IF-Sp Ed TAA NTE .75 hrs (Supervise student due to shelter in place)	03/04/2015

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 27, 2015
Classified Employees

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
109. Cole, Marianne	LVN TAA NTE 1 hr (Supervise student due to shelter in place)	03/04/2015
110. Collier, Leslie	IF-Sp Ed TAA NTE .75 hrs (Supervise student due to shelter in place)	03/04/2015
111. Dicostanzo, Lynda	IF-Sp Ed TAA NTE .75 hrs (Supervise student due to shelter in place)	03/04/2015
112. Fowler, Debbie	IF-Sp Ed TAA NTE .6 hrs (Supervise student due to shelter in place)	03/04/2015
113. Gascon, Yolanda	Blngl Elem Sch Clerk TAA NTE 30 hrs (Provide parent support and process supplies)	05/01/2015- 06/19/2015
114. Hacker, Colin	Music Asst TAA NTE 20 hrs (Assist with spring concerts)	05/01/2015- 06/30/2015
115. Hernandez, Susan	Inst Asst-Computer Lab TAA NTE 35 hrs (Provide support during SBAC testing)	05/12/2015- 05/19/2015
116. Holke, Debbie	Inst Asst-Sp Ed Swim TAA NTE .6 hrs (Supervise student due to shelter in place)	03/04/2015
117. Inlow, Sarah	Theater Tech TAA NTE 40 hrs (Provide support for rental agreement events)	07/01/2015- 08/10/2015
118. Kinnon, Andrew	Lead Theater Tech TAA NTE 60 hrs (Provide support for rental agreement events)	07/01/2015- 08/01/2015
119. Kobel, Karen	Inst Asst-Sp Ed TAA NTE 4 hrs (Attend Fullerton Games)	05/01/2015
120. Mar, Araceli	Blngl Clerk TAA NTE 40 hrs (Perform clerical duties during the Summer Academy Program)	08/03/2015- 08/24/2015
121. Massey, Karen	IF-Sp Ed TAA NTE 1 hr (Supervise student due to shelter in place)	03/04/2015
122. McCullough, Roselle	IF-Sp Ed TAA NTE 1 hr (Supervise student due to shelter in place)	03/04/2015
123. Nichols, Rick	Lead Theater Tech TAA NTE 80 hrs (Provide support for rental agreement events)	07/01/2015- 08/01/2015
124. Oliveras, Aimee	IF-Sp Ed TAA NTE .6 hrs (Supervise student due to shelter in place)	03/04/2015
125. Torres, Rocio	Blngl Comm Svcs Liaison TAA NTE 4 hrs (Assist with McKinney Vento program)	05/19/2015
126. Vazquez, Obdulia	Blngl Comm Svcs Liaison TAA NTE 19 hrs (Translate during parent/teacher conferences)	11/12/2014- 06/19/2014
127. Velton, Chris	IF-Sp Ed TAA NTE .75 hrs (Supervise student due to shelter in place)	03/04/2015

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 27, 2015
Classified Employees

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
128. Webster, Anne	Music Asst TAA NTE 20 hrs (Assist with spring concerts)	05/01/2015- 06/30/2015

APPROVE LEAVES OF ABSENCE

<u>Name</u>	<u>Position</u>	<u>Reason</u>	<u>Effective Date</u>
129. Mann, Katie	Academic Advisor	Personal	07/27/2015- 07/27/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 27, 2015
Certificated Employees

ACCEPT RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Averyt, Anne	Teacher	Retirement	08/28/2000	06/22/2015
2. Cuttiineau, Cheryl	Substitute Teacher	District Initiated	11/13/2014	05/18/2015
3. Daniels, Thomas	Substitute Teacher	Voluntary	10/23/2014	05/18/2015
4. Ferguson, Erin	Autism Specialist	Personal	12/08/2003	06/30/2015
5. Gibbs, Megan	Substitute Teacher	Voluntary	01/09/2014	05/11/2015
6. Glasgow, John	Substitute Teacher	District Initiated	04/24/2014	05/18/2015
7. Grant, Marie	Substitute Teacher	Voluntary	01/28/2002	05/18/2015
8. Guarino, Jody	Teacher	Other Employment	09/01/1995	05/15/2015
9. Guccione, Matthew	Substitute Teacher	Voluntary	03/14/2013	05/11/2015
10. Kirksey, Jacqueline	Substitute Teacher	Voluntary	11/13/2014	05/11/2015
11. Leach, Alexandra	Substitute Teacher	Voluntary	01/24/2013	05/18/2015
12. Lopata, Kelley	Teacher	Retirement	11/03/1995	06/22/2015
13. Maroshek, Barbara	Teacher	Retirement	09/02/1988	06/22/2015
14. Raymond, Sally	Teacher	Retirement	08/29/1997	06/22/2015
15. Reid, Kari	Substitute Teacher	Relocation	10/10/2013	05/18/2015
16. Shelton, Susan	Substitute Teacher	Relocation	04/24/2014	05/18/2015
17. Tamaki, Mary Shel'e	Principal	Other Employment	07/01/1997	06/30/2015
18. Van Every, Susan	Teacher	Retirement	09/02/1988	06/29/2015
19. Villa, Virginia	Substitute Teacher	Voluntary	10/23/2014	05/11/2015
20. Weber, Susan	Teacher	Retirement	08/20/2004	06/22/2015
21. Wheeler, Jerri	Substitute Teacher	Voluntary	11/19/2007	05/12/2015

APPROVE HOME/HOSPITAL TEACHERS

Pay @ \$35.00 per hour

22. Hodel, Gail

APPROVE ADULT EDUCATION ADDITIONAL ASSIGNMENTS

Pay @ \$32.00 per hour

23. Cotton, Melissa

25. Marsing, Deborah

24. Ibbotson, Jill

26. McPhillips, Nancy

APPROVE ADULT EDUCATION SUBSTITUTE TEACHERS

Pay @ \$32.00 per hour

27. Bradshaw, Jolene

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APPROVE SUBSTITUTE TEACHERS

Pay @ \$90.00 per day

28. Cho, Christina
29. Ehrke, Sean

30. Mark, Cory
31. Porter, Samantha

APPROVE SUBSTITUTE SPEECH PATHOLOGIST

Pay @ \$400.00 per day

32. Reece, Megan

APPROVE ASSIGNMENT ADJUSTMENT

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
33. Cooper, Laurie	ETAP II	ETAP I	05/01/2015

APPROVE SUMMER SCHOOL

Preparation of Summer Academy Program – San Juan Elem
Not to exceed 4 hours non-instructional pay @ \$30.00 per hour
08/03/2015-08/24/2015

34. Tawil, Gracie

To Teach Summer Academy Program – San Juan Elem
Not to exceed 10.5 hours instructional pay @ \$35.00 per hour
08/03/2015-08/24/2015

35. Calderon, Brenda
36. Hernandez, Norma
37. Le, Leslie

38. Mondaca, Cesar
39. Moreno, Ysela
40. Tawil, Gracie

APPROVE ADDITIONAL ASSIGNMENTS

Saturday School – Multiple Sites
Not to exceed 4 hours instructional pay @ \$35.00 per hour
04/25/2015-05/02/2015

41. Jimenez, Jeanette
42. Trotter, Chad

“Noche de Padres” Presentation – San Juan Elem
Not to exceed 2 hours non-instructional pay @ \$30.00 per hour
04/27/2015-06/19/2015

43. Mesholzadeh, Raquel

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APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)

STEM Workshop – San Juan Elem

Not to exceed 2 hours non-instructional pay @ \$30.00 per hour
04/22/2015-05/15/2015

44. Hernandez, Norma

Integrated Units of Study for STEM & Literacy – San Juan Elem

Not to exceed 10 hours non-instructional pay @ \$30.00 per hour
02/03/2015-06/19/2015

45. Sandoval, Rocio

Homework Club – Bernice Ayer MS

Not to exceed 20 hours instructional pay @ \$18.00 per hour
05/01/2015-06/30/2015

46. Salman, Dawn

47. Wexelberg, Kirsten

Boys' Family Life Curriculum – Bernice Ayer MS

Not to exceed 5 hours instructional pay @ \$35.00 per hour
05/08/2015-06/19/2015

48. Demers, Jerry

Common Core – Capistrano Valley HS

Not to exceed 1.5 hours non-instructional pay @ \$30.00 per hour
03/16/2015-04/27/2015

49. Addison, Chad

55. Marzolo, Gary

50. Athalye, Aruna

56. Miller, Teresa

51. Grabowski, Michael

57. Ridill, Bruce

52. Harrington, Candice

58. Roach, Christine

53. Kearsley, John

59. Shinavar, Amanda

54. Kubba, Dina

60. Zeller, Joseph

SBAC Test Preparation – Capistrano Valley HS

Not to exceed 1.5 hours non-instructional pay @ \$30.00 per hour
04/03/2015-04/17/2015

61. Cadieux, Jan

62. Cintas, Heather

ELD Advisor – Capistrano Valley HS

Not to exceed 100 hours non-instructional pay @ \$30.00 per hour
09/04/2015-06/19/2015

63. Sweeney, Alba

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APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)

Chromebook Support – Capistrano Valley HS

Not to exceed 1 hour non-instructional pay @ \$30.00 per hour
04/23/2015

64. Greger, Frank

65. Maltby, Shannon

English III Collaboration – Dana Hills HS

Not to exceed 3 hours non-instructional pay @ \$30.00 per hour
04/22/2015-06/19/2015

66. Hansen, Ivan

69. Moos, Teresa

67. Guarino, Jeff

70. Sampson, Audra

68. Lindroth, Lauren

AP Review – Dana Hills HS

Not to exceed 7 hours instructional pay @ \$35.00 per hour
04/01/2015-06/15/2015

71. Compeon, Leo

73. Litus, Lauren

72. Haninger, Corrinne

74. Prinz, Jeff

Scheduling Students for AVID – San Clemente HS

Not to exceed 16 hours non-instructional pay @ \$30.00 per hour
09/06/2014-09/07/2014

75. Dollar, Erin

Scheduling Students with 504 Plans

Not to exceed 6 hours non-instructional pay @ \$30.00 per hour
09/06/2014

76. Harris, Patrick

Processing of SES Invoices – Education Division

Not to exceed 10 hours non-instructional pay @ \$30.00 per hour
06/20/2015-06/30/2015

77. Buckman, Jonathan

Math Course Placement – Education Division

Not to exceed 15 hours non-instructional pay @ \$30.00 per hour
06/23/2015-06/30/2015

78. Chamberlain, Dave

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APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)

To Complete Assessments for Students as Part of the Expert Consultation Team – Special Education

Not to exceed 15 hours instructional pay @ \$35.00 per hour
03/10/2015-05/31/2015

- | | |
|---------------------------|---------------------|
| 79. Laubach, Lynelle | 81. Swopes, Chelsea |
| 80. McMorrان-Maus, Krista | |

Tutoring for Student Mandated by IDR Agreement – Special Education

Not to exceed 40 hours instructional pay @ \$35.00 per hour
05/06/2015-06/30/2015

82. Bradshaw, Jolene

Assessment & Related Report Writing for Oso Grande Elementary – Special Education

Not to exceed 60 hours instructional pay @ \$35.00 per hour
03/16/2015-06/19/2015

83. Groves, Lisa

APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
84. English, Michelle	Outdoor Education, Elementary	Wagon Wheel Elem	\$ 112.00	05/26/2015- 06/15/2015
85. Evans, Stuart	Outdoor Education, Elementary	Castille Elem	\$ 112.00	04/13/2015- 04/17/2015
86. Hoffman, Todd	Outdoor Education, Elementary	Wagon Wheel Elem	\$ 112.00	05/26/2015- 06/15/2015
87. Josephson, Shonna	Outdoor Education, Elementary	Castille Elem	\$ 112.00	04/13/2015- 04/17/2015
88. Kauo, Karen	Outdoor Education, Elementary	Castille Elem	\$ 112.00	04/13/2015- 04/17/2015
89. Petzold, Dionne	Outdoor Education, Elementary	Wagon Wheel Elem	\$ 112.00	05/26/2015- 06/15/2015

APPROVE CIF CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
90. Brown, Rich	Baseball, Varsity (Asst)	San Clemente HS	\$ 308.10	05/16/2015
91. Gellatly, Dave	Baseball, Varsity (Head)	San Clemente HS	\$ 352.10	05/16/2015

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APPROVE CIF CO-CURRICULAR ASSIGNMENTS (Cont'd)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
92. Goldstone, Ken	Volleyball, Varsity (Head)	San Clemente HS	\$ 330.10	05/09/2015
93. Hurlbut, Michael	Golf, Varsity (Asst)	San Clemente HS	\$ 330.10	05/09/2015
94. Johnson, Dan	Track, Boys' Varsity (Head)	San Clemente HS	\$ 352.10	05/09/2015
95. Proodian, Dave	Tack, Girls' Varsity (Head)	San Clemente HS	\$ 352.10	05/09/2015
96. Skinner, Phil	Football, Varsity (Head)	Dana Hills HS	\$ 3,961.00	08/06/2015- 11/06/2015
97. Werner, Danny	Surf, Varsity (Head)	Aliso Niguel HS	\$ 330.10	05/11/2015

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
98. Gustafson, Ryan	Lacrosse, Girls' (Head)	Capistrano Valley HS	\$ 1,000.00	05/04/2015- 05/23/2015
99. Schmitz, Robbie	Football, Varsity (Asst)	Aliso Niguel HS	\$ 2,000.00	05/11/2015- 06/05/2015

APPROVE LEAVES OF ABSENCE

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
100. Carlini-Castiglia, Marcella	Personal	2015/2016
101. Dodge, Christina	Personal	2015/2016
102. Goforth, Krystyn	Childcare	2015/2016
103. Manganiello, Gwen	Personal	05/15/2015- 06/22/2015
104. Mettert, Lisa	Personal	2015/2016
105. Null Gutjahr, Laura	Childcare	2015/2016
106. Sanchez, Karen	Childcare	2015/2016
107. Yoshida, Jennifer	Personal	2015/2016

